

AGREEMENT

THIS IS AN AGREEMENT, made this ____ day of _____, 2021, by and between:

THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency organized and existing under the laws of the State of Florida, with a business address of 20 N. Swinton Avenue, Delray Beach, Florida 33444, hereinafter referred to as "CRA".

and

REP SERVICES, INC., a Florida corporation, with a principal address of 165 Jessup Avenue, Longwood, Florida 32750, hereinafter referred to as "CONTRACTOR". CRA and CONTRACTOR may hereinafter collectively be referred to as the "PARTIES".

WITNESSETH:

WHEREAS, the CRA desires to buy various equipment and amenities for parks and playgrounds with related services; and

WHEREAS, the CRA desires to acquire these products and services from CONTRACTOR utilizing existing contract prices provide to Clay County, Florida pursuant to its Solicitation RFP No. 18/19-2 and consistent with CONTRACTOR proposal attached as Exhibit "A"; and

WHEREAS, in accordance with Solicitation RFP No. 18/19-2, Clay County, entered into a three (3) year agreement with CONTRACTOR effective June 3, 2019, with the option to renew for two (2) additional terms of (1) one-year; and

WHEREAS, the CRA desires to buy various equipment and amenities for parks and playgrounds with related products and services from CONTRACTOR on the same terms, conditions, and pricing provided under Clay County Solicitation RFP No. 18/19-2, subject to the terms and conditions of this Agreement, the CRA's Purchasing Policies and Procedures, local law and Florida law; and

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the CRA and CONTRACTOR as follows:

1. Services; Responsibilities, and Time for Performance. CONTRACTOR agrees to provide the products and services in accordance with the Clay County Solicitation RFP No. 18/19-2 and the CONTRACTOR's response, except as modified herein.
 - 1.1 The CONTRACTOR shall provide equipment and amenities for parks and playgrounds with related services for the CRA, in accordance with and pursuant to the same terms, conditions, and pricing of Solicitation RFP No. 18/19-2 procured by Clay County, except as modified herein, and consistent with Exhibit "A".

- 1.2 This Agreement shall terminate on June 2, 2022.
- 1.3 CONTRACTOR shall furnish all services, labor, and materials necessary and as may be required in the performance of this Agreement. The CONTRACTOR shall perform all of its obligations pursuant to this Agreement in a professional and timely manner.
- 1.4 The documents listed below are part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:
 - a. Terms and conditions as contained in this Agreement.
 - b. Terms and Conditions of Clay County Solicitation RFP No. 18/19-2, attached as Exhibit "B".
 - c. Contractor's response to Solicitation RFP No. 18/19-2 and any subsequent information submitted by Contractor during the evaluation, attached as Exhibit "C".
2. Compensation and Method of Payment. The CONTRACTOR shall provide the equipment and amenities with related services for the CRA in accordance with the same terms, conditions, and pricing of Clay County Solicitation RFP No. 18/19-2, except as modified herein. The CRA shall pay CONTRACTOR within thirty (30) days of receipt of an invoice documenting the services provided by CONTRACTOR pursuant to this Agreement, and the completion to the sole and absolute discretion of the CRA.
 - 2.1 Subject to the prior written approval of the CRA, the CRA shall be responsible for any additional hourly charges. The CONTRACTOR shall submit all proposed charges to the CRA's Executive Director for approval prior to CONTRACTOR authorizing the work that would result in such charges.
 - 2.2 Except as provided in Section 2.1, the CRA shall not be responsible for any additional costs, fees, or expenses unless the CRA executes a written amendment to this Agreement that provides for any consideration to be paid by the CRA.
3. Term and Termination. This Agreement shall take effect upon execution by both parties and shall terminate on June 2, 2022 ("Term") with the option to renew for two (2) additional terms of (1) one-year as set forth in the Clay County Solicitation RFP No. 18/19-2.
 - 3.1 This Agreement may be terminated by either party for cause, or by the CRA for convenience, upon thirty (30) days written notice by the CRA to CONTRACTOR. Upon termination by CRA, CONTRACTOR shall cease all work performed hereunder and CRA shall pay to CONTRACTOR any earned and unpaid portion of the compensation

due CONTRACTOR.

4. Insurance. The CONTRACTOR shall not commence any performance pursuant to the terms of this Agreement until certification or proof of insurance has been received and approved by the CRA.

The required insurance coverage is to be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of A- VIII or better, in accordance with the latest edition of AM Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the CRA shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the CRA or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the CONTRACTOR'S obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the CRA.

The CONTRACTOR must submit a current Certificate of Insurance, naming the Delray Beach Community Redevelopment Agency as an additional insured and list as such on the insurance certificate. New certificates of insurance are to be provided to the CRA upon expiration.

The CONTRACTOR shall provide insurance coverage as follows, and shall carry:

- a. Workers' Compensation Insurance – as required by law.
- b. Employer's Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 for each disease, and \$2,000,000 for aggregate disease.
- c. Comprehensive General Liability Insurance – with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for Bodily Injury and Property Damage which must include:
 - i. Premises and/or Operations on an occurrence basis.
 - ii. Independent contractors.
 - iii. Products and/or Completed Operations Liability on an occurrence basis.
 - iv. Explosion, Collapse, and Underground Coverages.
 - v. Broad Form Property Damage.
 - vi. Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
 - vii. Personal Injury Coverage with Employees and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
- d. Automobile Liability Insurance - for owned, non-owned and hired vehicles – with a limit of not less than \$1,000,000 per occurrence, combined single limit for

Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office.

If no deductible for insurance is referenced above, the CRA reserves the right to require such deductibles which shall be determined by the CRA, but not less than \$25,000 per claim.

The Comprehensive General Liability insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

5. Indemnification. The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the CRA, its officers, employees, and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind in connection with or arising directly out of the work agreed to be performed herein, to the extent caused by the error, omission, negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR, its employees, servants, agents, and subcontractors. Without limiting the foregoing, any and all such claims, suits, etc., relating to defects in the Services provided, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in this indemnity.
6. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CRA's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder. The CONTRACTOR agrees that it is a separate and independent enterprise from the CRA, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CRA and the CRA will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.
7. Assignments; Amendments. This Agreement, or any interest herein, shall not be

assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CRA. The CRA's Executive Director may further approve and amend the Original Agreement by executing a written agreement signed by both parties.

8. Attorney's Fees. In the event it becomes necessary for either party herein to seek legal means to enforce the terms of the Agreement, the prevailing party shall be entitled to its reasonable attorney fees and court costs and paralegal fees at both the trial and appellate levels, to the extent permitted by law.
9. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida.
10. Venue. Venue for litigation concerning this Agreement shall be in Palm Beach County, Florida.
11. Severability. If any portions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed and enforced as if such provisions had not been included.
12. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified mail, addressed to the party for whom it is intended at the place last specified or by facsimile transfer with confirmation thereof. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective place for giving of notice, to-wit:

For CRA: Renée A. Jadusingh, Esq., Executive Director
Delray Beach Community Redevelopment Agency
20 N. Swinton Avenue
Delray Beach, FL 33444
Telephone No. (561) 276-8640
Facsimile No. (561) 276-8558

Email Copy to: Kim N. Phan, Esq, Legal Advisor
Kimp@mydelraybeach.com

For Contractor: Rep Services, Inc.
165 W. Jessup Ave.,
Longwood, FL 32750

13. Public Records. CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, CONTRACTOR shall:

13.1 Keep and maintain public records required by the CRA to perform the service.

13.2 Upon request from the CRA's custodian of public records, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

13.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the CONTRACTOR does not transfer the records to the CRA.

13.4 Upon completion of this Agreement, transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the CRA upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

**KIM PHAN, ESQ
561-276-8640
KIMP@YDELRAYBEACH.COM
20 NORTH SWINTON AVENUE
DELRAY BEACH, FLORIDA 33444**

The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement.

14. Certification and Scrutinized Company Requirements. The CRA shall have the option to terminate this Agreement if CONTRACTOR:

- 14.1 Is found to have submitted a false certification as provided under section 287.135 (5) Florida Statutes;
- 14.2 Has been placed on the Scrutinized Companies that Boycott Israel List;
- 14.3 Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
- 14.4 Has been engaged in business operations in Cuba or Syria.

15. Patriot Act Requirements. Each party shall take any actions that may be required to comply with the terms of the USA Patriot Act of 2001, as amended, any regulations promulgated under the foregoing law, Executive Order No. 13224 on Terrorist Financing, any sanctions program administered by the U.S. Department of Treasury's Office of Foreign Asset Control or Financial Crimes Enforcement Network, or any other laws, regulations, executive orders or government programs designed to combat terrorism or money laundering, if applicable, with respect to this Agreement. Each party represents and warrants to the other party that it is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury, as last updated prior to the date of this Agreement.
16. Default. In the event the CONTRACTOR fails to comply with the provisions of this Agreement, the CRA may declare the CONTRACTOR in default and notify it in writing, giving a reasonable time to cure the default, but in no event shall this time period exceed five (5) calendar days unless otherwise agreed to by the parties. In such event, the CONTRACTOR shall only be compensated for any services completed as of the date written notice of default is served. Furthermore, the amount of compensation to the CONTRACTOR in the event of default, shall be determined by deducting any additional costs, charges and/or damages incurred by the CRA due to the CONTRACTOR'S default.
17. Acceptance of Agreement. Execution of this Agreement by both parties signifies agreement with all the terms and conditions.
18. To the extent there is any conflict between the terms and conditions of this Agreement and any Exhibit to the Agreement, the terms of this Agreement shall control.

(This Space is Intentionally Blank; Signature Page to Follow)

IN WITNESS WHEREOF, the CRA, and CONTRACTOR have hereunto set its hand the day and year above written.

THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY:

Shirley E. Johnson, Chair

ATTEST:

Renée A. Jadusingh, Esq.
CRA Executive Director

APPROVED AS TO FORM:

CRA LEGAL ADVISOR

CONTRACTOR:
Rep Services, Inc.,
a Florida Corporation

By: _____
Nathan Almon

Print Name: Nathan Almon

Title: President

ATTEST:

J.F. Rohrborn
Print Name: J.F. Rohrborn

Title: Sales Admin Mgr.

STATE OF FLORIDA)

)ss:

COUNTY OF PALM BEACH)
Seminole

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16th of November by Nathan Almon, on behalf of the professional association. He is personally known to me or has produced _____ as identification.

Signature: _____
Katie E. Grabenau

Name and Title: _____
Katie E. Grabenau

Commission Number: _____
GG 330390

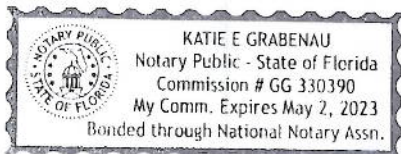


Exhibit A

Please mail POs, contracts and checks to:
 Rep Services, Inc.
 165 W. Jessup Ave.
 Longwood, FL 32750-4146

Proposed To: Delray Beach Community Redevelopment Ag 20 N Swinton Ave Delray Beach, FL 33444-2632	Ship To: TBD at a later date	Bill To: Delray Beach Community Redevelopment Age 20 N Swinton Ave Delray Beach, FL 33444-2632
Attn: Tara Toto	Attn:	Attn: Tara Toto

Project No: 18306	Project Name: Dr. Rev. J.W.H. Thomas Jr. Park	Project Contact: Tara Toto
Proposal No: 18306.04	Proposal Name: Dr. Rev. J.W.H. Thomas Jr. Park-Opt 1	Project Location: 46 SW 9th Ave Delray Beach, FL 33444 Project County: Palm Beach
Proposal Date: 10/12/2021	Proposal Expires: 10/7/2021	
For Questions Contact: Jacqui Rohrborn	☎ 407-853-3560	✉ jacqui@repervices.com
Sales Consultant: Paul Bravo	☎ 561-448-0369	✉ paul@repervices.com
		Opt/Rev: A/1 Printed: 10/12/21 - JR

Vendor: Landscape Structures	Proj Drawings: 18306-1-1	579741
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Class	Part No	Qty	Description	Unit Price	Ext Price
Play Area 2-5					
Bridges & Ramps	WV164178A-001	1 EA	Boppity Bridge DB	7,189.00	7,189.00
	WV173575A-001	1 EA	Swiggly Stix Bridge DB	5,473.00	5,473.00
Climbers	WV164171A-001	1 EA	Giggle Jiggler DB	4,285.00	4,285.00
	WV173573A-001	1 EA	Wee Planet Climber DB	3,135.00	3,135.00
Kids In Motion	WV164173A-001	1 EA	Twirly Bar DB	677.00	677.00
	WV177714A-001	1 EA	Color Splash Panel DB	3,911.00	3,911.00
	WV177720A-001	1 EA	Rain Sound Wheel Panel DB	3,713.00	3,713.00
Mainstructures	WV164170A-001	1 EA	Weevos 3 Arch Mainstructure DB Only	3,817.00	3,817.00
Signs	IP182503A-001	1 EA	Welcome Sign (LSI Provided) Ages 2-5 years Direct Bury	0.00	0.00
Slides & Gliders	WV164174A-003	1 EA	Cozy Coaster Slide w/ASTM Handrail DB w/Stairs Under Large Arch	7,640.00	7,640.00
				Product Subtotal:	\$39,840.00
				Discount per the Clay County Contract #18/19-2	2.00% (\$796.80)
				Discounted Product Total:	\$39,043.20
				3 Sets of Signed & Sealed Engineering:	\$2,700.00
Freight: Prepaid Ship Method: Best Way FOB: Destination Weight: 1,699 lbs Freight Charge:					\$2,600.00
				Landscape Structures Total:	\$44,343.20

Vendor: LSI SkyWays	Proj Drawings: 18306-1-1	579743
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Class	Part No	Qty	Description	Unit Price	Ext Price
Shade	IP215187G-001	1 EA	SkyWays Hip 40'x40' Shade 12' Roof Height w/Rapid Release	16,473.00	16,473.00
				Product Subtotal:	\$16,473.00
				Discount per the Clay County Contract #18/19-2	2.00% (\$329.46)
				Discounted Product Total:	\$16,143.54
				3 Sets of Signed & Sealed Engineering:	\$1,810.00
Freight: Prepaid Ship Method: Best Way FOB: Destination Weight: 2,447 lbs Freight Charge:					\$3,692.00
				LSI SkyWays Total:	\$21,645.54

Vendor: Foreverlawn Palm Beach	Proj Drawings: 18306-1-1	579761
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Class	Part No	Qty	Description	Unit Price	Ext Price
Surfacing	PGG-EXTREME	2,340 EA	Foreverlawn Playground Grass Extreme to meet a 5' CFH	12.75	29,835.00
				Product Subtotal:	\$29,835.00
				Discount per the Clay County Contract #18/19-2	2.00% (\$585.00)
				Discounted Product Total:	\$29,250.00
Freight: Prepaid Ship Method: Best Way FOB: Destination Freight Charge:					\$1,064.70
				Foreverlawn Palm Beach Total:	\$30,314.70

Vendor: RSI Installer				578266
Item	Qty	Description	Unit Price	Ext Price
PERMIT FILING	1 EA	Charge for document preparation for building permit. NOTE: Permit Fees charged by the building department will be prepaid and invoiced separately and will require a change order to your Purchase Order or Contract.	800.00	800.00
PERMIT FEE	1 EA	Permit fees charged by the Building Department for the building permit and by the Clerk of the Circuit Court for the Notice of Commencement have been prepaid. The receipts are attached.	5,453.29	5,453.29
STORAGE	1 EA	Storage Container for (1) month during installation	1,050.00	1,050.00
TRASH REMOVAL	1 LT	Trash removal from jobsite	1,700.00	1,700.00
SITE WORK	2,225 SF	Preparing site for equipment and safety surfacing	1.35	3,003.75
DEMO	1 LT	Demolition Existing Play Equipment.	3,550.00	3,550.00
DEMO	2,225 SF	Demolition Existing Surfacing	2.65	5,896.25
INS-CON FT	4 EA	Install concrete footing(s) for Skyways 40x40 Hip Shade Structure	1,115.00	4,460.00
INS-SKY	1 LT	Equipment Installation - LSI SkyWays 40x40 Hip Shade Structure	14,735.00	14,735.00
INS-LSI	1 LT	Equipment Installation - Landscape Structures drawing 18306-1-1, Opt 1	10,145.00	10,145.00
INS-CON CURB	150 LF	Installation of concrete curbing 6'x6' with rebar	28.95	4,342.50
RSI Installer Total:				\$55,135.79

General Terms of Sale and Proposal Summary

100% of product prior to fabrication

Product:	\$88,946.74
Installation:	\$55,135.79
Freight:	\$7,356.70
Proposal Total:	\$151,439.23

Notes

The Clay County Contract #18/19-2 provides a 2% discount on LSI product. The maximum price for installation is 50% of the product price. (Installation does not include site prep, slabs, footings or engineering).

The Clay County Contract #18/19-2 provides a 2% discount on ForeverLawn product. Installation is included in the price of the product.

The Clay County Contract #18/19-2 provides a 2% discount on LSI SkyWays product. The maximum price for installation is 75% of the product price. (Installation does not include site prep, slabs, footings or engineering)

Basis of Proposal:

Our proposal is based upon site visit.

Please note the vendor requirements itemized below.

Estimated Schedule for Engineered Drawings and Product Shipped

(This schedule starts when all needed information to direct engineering has been gathered.)

- 5 Weeks: Engineering
- 7 Weeks Longest manufacturing lead time. (Typical for scheduling.)
- 1 Week Shipping
- 4 Weeks Installation of equipment and safety surfacing
- 17 Weeks TOTAL WEEKS**

Note that RSI is committed to do all it can to meet the needs of your project.

Landscape Structures:

When placing an order, please select colors from those shown on pages 284-287 of the catalog.

SkyWays Shade by LSI:

SkyWays units are designed to meet 2020 Florida Building Code 7th Edition.

The high-density polyethylene fabric is flame retardant conforming to NFPA 701 and ASTM E84 per FBC 3105.3.1. Note that the fabric is to be removed by the owner should winds exceed 75MPH.

ForeverLawn Extreme Playground Grass:

- Rough grade to be established by others.
- Product –Foreverlawn Grass and all associated and required items (such as seaming tape, glue, etc).
- Installation – Performed by FOREVERLAWN of Florida, Inc. Composite nailer boards around the perimeter. 4" #57 stone, spread and compacted.
- 1" SafetyFoam Pro padding will then be laid over the stone to meet a 5' CFH. The grass will then be laid over the pad, seamed and secured.

Installation:

Unless otherwise noted, the following items are to be *PROVIDED BY CUSTOMER* prior to installation:

To Be Provided by customer:

- Access for machines and labor crew to equipment installation location.
- Signed & sealed site plan or survey.

- Private underground utilities located and marked prior to installation.
- Sod & Landscape Restoration.
- Soils testing.
- Tree survey.
- Site security.
- Water and 110 Electric.
- Dewatering and drainage considerations.
- Concrete testing.

Installation Charges on this proposal are based on NO UNFORESEEN conditions in the area, above or below the surface. If unforeseen conditions arise, the installation charges will change to reflect additional costs associated with dealing with those circumstances. Examples of this include, but are not limited to: site not ready upon installer's arrival, underground utilities, or difficulties with footers due to coral rock or ground water in the holes.

Orders are shipped within our manufacturer's standard lead times. Requests for delayed shipping may result in additional costs due to increases in freight, material costs or other factors. To secure the prices on this proposal, the offer must be accepted prior to the expiration date noted.

The undersigned warrants that he/she is an authorized representative of the company noted and has the requisite authority to bind said company and/or principal. If any particular billing is not paid when due, all outstanding balances, regardless of prior terms, will become immediately due and owing upon demand. Interest on past due amounts will be assessed at 1 ½ % per month or the maximum interest rate permitted by applicable law, whichever is less. Should it become necessary for either party to this contract to institute legal action for enforcement of any provisions of this contract, the prevailing party shall be entitled to reimbursement for all court costs and reasonable attorney's fees incident to such legal action. The parties hereto agree that proper venue for any legal action in any way related to this contract shall be in Palm Beach County, FL.

Accepted By:

Delray Beach Community Redevelopment Agency

Company Name	Authorized By	Printed Name	Date
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As Its: _____ (Title)

Exhibit B

**BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA**

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND
AMENITIES FOR PARKS AND PLAYGROUNDS**

**DUE DATE: Monday, March 18, 2019- 4:00 p.m.
OPEN DATE: Tuesday, March 19, 2019 -1:00 p.m.**



**Issued By:
Clay County Board of County Commissioners
Purchasing Department**

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PLAYGROUNDS**

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Attachments:
Form W-9

REQUEST FOR PROPOSAL NOTICE

NOTICE IS HEREBY GIVEN that sealed proposals will be received until 4:00 P.M., Monday, March 18, 2019, at the Clay County Administration Building, Fourth Floor, Reception Area, 477 Houston Street, Green Cove Springs, Florida 32043, for the following:

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Proposals will be opened at 1:00 P.M., or as soon thereafter as possible, on Tuesday, March 19, 2019 in the Clay County Administration Building, Conference Room “B”, Fourth Floor, 477 Houston Street, Green Cove Springs, Florida, in the presence of the Purchasing Department staff and all other interested persons.

The opened Proposals will be read aloud, examined for conformance to specifications, tabulated, and preserved in the custody of the Purchasing Department. Proposals submitted will be evaluated by the Finance and Audit Committee. The Finance and Audit Committee of the Board will present its recommendation to the Board of County Commissioners as soon thereafter as possible. At the discretion of the Board of County Commissioners or the Finance and Audit Committee, companies submitting proposals may be requested to make oral presentations as part of the evaluation process.

Proposals will not be valid unless received by the proposal deadline and in a sealed envelope marked **“RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS”** to be received until 4:00 P.M., Monday, March 18, 2019. Envelopes are to be submitted in person or delivered by courier to the above address. No postal mail will be accepted.

During the bidding process, all prospective proposers are hereby prohibited from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator (as specified in Section P of Chapter 8 of the Purchasing Manual attached hereto). The no-contact rule set forth shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided for in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package. For information concerning procedures for responding to this Bid, contact the Purchasing Department, Donna Fish by email purchasing@claycountygov.com or at (904) 278-3761.

The County reserves the right to waive formalities in any response, to reject any or all responses with or without cause, to waive technical and non-technical or non-material defects in the solicitation or submittal of any responses, including the lack of availability of adequate funds, regulatory agency requirements, to make award in part or completely, and/or to accept the response that, in its judgment, will be in the best interest of the County of Clay. Bid proposals in which the prices obviously are unbalanced will be rejected.

FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: <http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids>. THIS WEB PAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: www.claycountygov.com BY FOLLOWING THE “NOTICE OF INTENT BIDS” LINK UNDER THE “BUSINESS” ROLLOVER BUTTON ON THE COUNTY’S HOMEPAGE. NO OTHER NOTICE WILL BE POSTED.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY’S PURCHASING POLICY, OR THE FAILURE TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8. (N), OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY’S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY’S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

A person or affiliate who has been placed on the convicted bidder 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted bidder list.

-----END OF NOTICE-----

BID ADVERTISEMENTS SCHEDULE

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS**

(CLAY TODAY) For publication on: February 14, 2019

(CLAY COUNTY WEBSITE) For: February 14, 2019

PLEASE SEND ORIGINAL INVOICE AND PROOF OF PUBLICATION TO:

Clay County Board of County Commissioners
Purchasing Department
477 Houston Street
Green Cove Springs, Florida 32043
ATTENTION: Donna Fish



Lorin L. Mock
Acting County Manager

REQUEST FOR PROPOSAL INSTRUCTIONS

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

1. **Delivery and Receipt of Bids:** All sealed Proposals submitted shall be received by the Purchasing Department of Clay County, Florida.

Proposals submitted in person or by courier services will be received at:

Clay County Administrative Building
Fourth Floor, Reception Area
477 Houston Street, Green Cove Springs, Florida 32043

Three copies of the Proposal must be received in a sealed envelope. Proof of liability insurance, form W-9 taxpayer identification number, and bid information shall be included with all responses submitted.

The words "**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**" shall be clearly marked on the front and back of the envelope containing the Proposal.

2. **Due Date and Opening Date:** Proposals will be received by carrier or in person until Monday, March 18, 2019 at 4:00 p.m. and will be opened on Tuesday, March 19, 2019 at 1:00 p.m. or soon thereafter, in the Clay County Administration Building, 477 Houston Street, Conference Room "B", Fourth Floor, Green Cove Springs, Florida. Bids will be reviewed by Clay County as soon thereafter as possible.
 - A. All Proposals will be "clocked" at the time they are received to indicate the time and date of receipt.
 - B. Proposals WILL NOT be accepted in person after the time and date specified.
 - C. Proposals received by carrier WILL NOT be accepted if they are received after the time and date specified regardless of the circumstances.
 - D. No postal mail will be accepted.
3. **Withdrawal of RFP:** Proposals may be withdrawn by a written or faxed request by the Bidder and received by the Purchasing Department before the date and time for receiving Proposals has expired. Negligence on the part of the Bidder in preparing a Proposal is not grounds for withdrawal or modification of a Proposal after such Proposal has been opened by the County. Bidders may not withdraw or modify a Proposal after the appointed Bid Opening. Bidders may not assign or otherwise transfer their Proposals.
4. **Inquiries/Questions:** Any questions regarding this RFP must be directed to **Donna Fish** (the authorized contact person) via email at purchasing@claycountygov.com (preferred method) or by calling (904) 278-3761. Written inquiries/questions must be received by **March 6, 2019**. Responses to questions, clarifications, and addenda will be distributed to potential Bidders by email. It is the responsibility of interested Bidders to verify if this information has been issued prior to submitting a Bid.

5. **No Contact Period:** During the Bidding process, all prospective Bidders are hereby prohibited from contacting (1) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (2) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any Bid submitted by the violator, as specified in Section P of Chapter 8 of the Clay County Purchasing Manual. **Exceptions:** The no-contact rule set forth shall not apply to inquiries submitted to the authorized contact person, the pre-bid conference, or to formal presentations by finalists to the Board of County Commissioners or to the County's evaluation committee.
6. **Additional Evaluation:** The County reserves the right to request any additional information from Bidders after Bid Opening and before award as may be necessary to assist in review and evaluation of any Bid prior to submittal of a recommendation for award to the Board of County Commissioners.
7. **Award:** The Bid will be awarded to the responsible Bidder(s) submitting a Bid determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to award to multiple bidders.
8. **Waiver of Formalities/Rejection of Bids:** The County reserves the right to waive formalities in any Bid, to reject any or all Bids with or without cause, to waive irregularities/technicalities, and waive technical and non-technical or non-material defects in the Bid document or submittal of any Bid. The County reserves the right to make award either in part or completely, and/or to accept the Bid that, in its judgment, will be in the best interest of the County. Bids in which the prices obviously are unbalanced will be rejected. The County reserves the right to reject any and all Bids and to re-advertise for all or any part of this solicitation as deemed in its best interest.
9. **Cancellation of Bid:** Clay County reserves the right to cancel a solicitation at any time prior to approval of the award. The decision to cancel a solicitation cannot be the basis for a protest under the formal protest process as referenced herein.
10. **No Bid:** Each company not intending to respond to this Bid should reply with a written "No Bid Statement". Such action will maintain the company on the appropriate active Bidder solicitation list. Three (3) failures to respond to solicitations may result in deletion from the Bidder solicitation list.
11. **Bid Errors:** Where Bid forms have erasures or corrections, each erasure or correction must be initialed in ink by the Bidder. In case of unit price Bid items, if an error is committed in the extension of an item, the unit price as shown in the Bid response will govern. Errors between any sum, computed by the Bidder, and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written words.
12. **Deviations:** Bidders are hereby advised the County will only consider Bids that meet the specifications and other requirements imposed upon them by this Bid document. In instances where a deviation is stated in the Bid Form, said Bid will be subject to rejection by the County in recognition of the fact that said Bid does not meet the exact requirements imposed upon the Bidder by the Bid or Contract documents.

13. **Bid Protests:** Any company affected adversely by the County's decision may file with the County Purchasing Department a "Notice of Protest" in writing within 72 hours after the posting of the recommended award. Failure to file a written Notice of Protest shall constitute a waiver of proceedings under Chapter 8 (N) of the Clay County Purchasing Policies. Failure to file a written petition initiating a formal protest proceeding within the time frame and in the manner prescribed in Section 8 (N) of said policy shall constitute a waiver of the right to protest the Bid solicitation, any addendum thereto, or the Bid award recommendation or decision, and to initiate a formal protest proceeding under said policy. The County's Purchasing Policy may be viewed at the County's website by following the appropriate links from the Homepage.
14. **Public Entity Crimes:** Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid for a Contract to provide any goods or services to a public entity, may not submit a Bid for 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 in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a Bid, Bidder attests that they have not been placed on the "Convicted Vendor List".
15. **Debarment:** By submitting a Proposal, the Bidder certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.
16. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.
17. **Scrutinized Companies Certification:** In compliance with subsection (5) of Section 287.135(5), Florida Statutes the Bidder certifies that the company is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute. The included Scrutinized Companies Certification Form must be completed and returned as part of the bid submittal.
18. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.

19. **Copyright Restrictions:** Both the County seal and the County logo are being registered for a copyright. Neither the Clay County seal nor the logo may be used or provided to non-Clay County government users for use on company Bids, presentations, etc.

20. **Indemnification:** The awarded Bidder shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, 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 company and other persons employed or utilized by the company in the performance of the Contract. The provisions of Florida Statute 768.28 applicable to Clay County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act. The County shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

21. **Insurance Requirements:** Prior to commencement of the project, the awarded Bidder shall provide the County Purchasing Department with proof of the following insurance:

a. Commercial General Liability

1. General Aggregate	\$1,000,000
2. Products and Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, with minimum limits for all additional coverages as required by Florida law	\$1,000,000
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c. Workers Compensation/Employers Liability

1. Workers Compensation	statutory limits
2. Employers Liability	
a. Each Accident	\$ 100,000
b. Disease-Policy	\$ 500,000
c. Disease-Each Employee	\$ 100,000

d. Professional Liability

1. When required by Contract-per occurrence	\$ 1,000,000
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The awarded Bidder must maintain insurance coverage at the above-prescribed levels through the date of completion of the project and such coverage must include all independent Contractors and Subcontractors. Either prior to, or simultaneously with the execution of the Contract, the awarded Bidder must deliver certificates of insurance for the required insurance coverage to the County naming "Clay County, a political subdivision of the State of Florida, the Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear" as "Additional Insured." Said certificates of insurance shall also include a thirty-day prior written notice of cancellation, modification or non-renewal to be provided to the County.

22. **Performance and Payment Bond Requirements:** Performance and Payment Bonds are not required for projects of \$200,000^{.00} or less. Prior to commencement of a project exceeding \$200,000^{.00}, the awarded Bidder shall file a 100% Performance Bond and Payment Bond (using Clay County's Standard Form) in the Public Record of Clay County, Florida, Recording Dept./Room 130, 825 North Orange Avenue, Green Cove Springs, Florida 32043. The recorded Performance and Payment Bonds shall be provided prior to the commencement of construction to Clay County Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043. Performance and Payment Bonds must be increased in accordance with any change order increases on the project.
23. **Bid Preparation Costs:** By submission of a Bid, the Bidder agrees that all costs associated with the preparation of his/her Bid will be the sole responsibility of the Bidder and shall not be borne by the County. The Bidder also agrees that the County bears no responsibility for any costs associated with the preparation of their Bid and/or any administrative or judicial proceedings resulting from the solicitation process.
24. **Business Registration Requirement:** In accordance with Chapters 605-623, Florida Statutes, in order to do business in the State of Florida, corporations (and other business designations) are required to be registered and in good standing with the Department of State, Division of Corporations. To be eligible to receive a contract and/or purchase order registration must be accomplished prior to the initial posting indicating intent to award to that vendor. Failure to be registered may be cause for disqualification. Contact the Division of Corporations at (850) 245-6000. Online-filing is available at: <http://dos.myflorida.com/sunbiz>
25. **Contractor Qualifications and Requirements:** At the time of Bid Opening, all Bidders must be certified or registered pursuant to Chapter 489, Florida Statutes, or hold a Clay County certification under Article III of Chapter 7 of the Clay County Code, as applicable, at the time of submitting a Bid. All Bidders must submit evidence of current state certification or registration, or County certification, as applicable, prior to award of this Bid.

The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.

- a. State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work.
- b. Said licenses shall be in the Bidder's name as it appears on the Bid Form. Bidder shall supply a copy of each applicable license showing the appropriate license numbers, with expiration

dates as required by the County. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the Bid and/or termination of the Contract.

- c. Subcontractors Contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County. Said license must be in the name of the subcontractor.

The following licensing requirements shall apply when applicable (Contractor Prequalification):

Florida Law and Rules of the State of Florida, Department of Transportation, require contractors to be prequalified with the Department in order to bid for the performance of road, bridge, or public transportation construction contracts greater than \$250,000.00. The Contractor Prequalification process results in the issuance of a Certificate of Qualification for each successful applicant which lists the approved work classes and the Maximum Capacity Rating in dollars. It is the responsibility of potential bidders to review the requirement and meet the qualifications listed at: http://www.dot.state.fl.us/cc-admin/PreQual_Info/prequalified.shtm. Contractors not meeting the applicable work types associated with the scope of the work may utilize subcontractors to assist with meeting the requirement of all necessary prequalification work classes.

- 26. **Qualification:** The County shall have the right to review the references, experience of assigned personnel, and qualifications of the Contractor in order to make the final determination of acceptability of the Contractor to be awarded the Contract and construct the work.

The Board of County Commissioners may reject, at its sole discretion, any Bidder the Commission finds to lack, or who's present or former executive employees, officers, directors, stockholders, partners or owners are found by the Commission to lack honesty, integrity, or moral responsibility. The Commission's finding may be based on any of the following factors: the disclosure required herein, the County's own investigation, public records, or any other reliable source of information. The Commission may also reject any Bidder failing to make the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the Board of County Commissioners may reject any Bid at its sole discretion and the Bidder waives any claim it might have for damages or other relief arising from the rejection of its Bid or resulting directly or indirectly from the rejection of its Bid based on these grounds or from the disclosure of any pertinent information relating to the reasons for rejection of its Bid.

- 27. **Subcontractors:** The County reserves the right to approve all Subcontractors for this Contract. If Subcontractors are to be utilized, their names and references must be included within this Bid. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, subcontractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County.
- 28. **Interpretation of Plans and Specifications:** No interpretation of the meaning of the plans, specifications, or other Contract documents will be made to any Bidder orally. Every request for interpretation should be in writing addressed to the Purchasing Department. To be given consideration, such requests must be received no later than **March 6, 2019.**

Any and all such interpretations and any supplemental instructions will be in the form of a written addendum. All Addenda issued shall become part of the Bid and Contract documents, and receipt must be acknowledged on the Bid Form, by completion of the applicable information on the Addendum, and submitting it with the Bid. Failure to acknowledge Addenda which have no effect on the competitive nature of the bidding process may be a waiveable deviation at the County's sole discretion.

29. **Conflict of Interest:** The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their Proposal, any personal or organizational conflicts of interest pursuant to Section 112.313, Florida Statutes, the name of any officer, director, or agent who is also an employee of the Clay County Board of County Commissioners. Further, all proposers must disclose the name of any Clay County Board of County Commissioners employee who owns, directly or indirectly, an interest of the proposer's firm or any of its branches.

30. **Use of Contract by Other Government Agencies:** At the option of the Bidder, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Bidder to use this Contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

31. **Execution of Contract and Notice to Proceed:** The awarded Bidder may be required to sign a written Contract. Said Contract will evidence in written form the agreement between the parties.

32. All payments made under this Bid will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.

33. At the discretion of the Board of County Commissioners any Committee contemplated herein, Vendors submitting proposals may be requested to make oral presentations as part of the evaluation process.

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS – SCOPE OF SERVICES
(Provided by Parks and Recreation Department)

SCOPE:

The purpose of this bid invitation:

1. Establish a firm, fixed percentage discount from manufacturer's and/or bidder's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks and playgrounds as requested by the Clay County Division of Parks and Recreation. The County reserves the right to award to multiple bidders.
2. Establish a firm, fixed percentage of manufacturer's and/or bidder's current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percentages shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in your bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder.
3. This bid is also a means for qualifying vendors for ball park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid utilizing prices provided in bid response. The qualified vendor(s) providing the lowest responsive quote will be awarded the project.
4. There is no guarantee any purchases will be made after award. Purchase orders will be issued subject to availability of funds.

RESPONSIBILITY:

Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of various equipment and amenities for parks and playground equipment or amenities ordered, unless otherwise specified by the County. The County may elect, in certain circumstances, to purchase only materials and have those materials installed by others (e.g., volunteers, County staff). These items will be shipped to a designated location and off-loaded by the bidder or bidder's representative.

QUALIFICATION OF INSTALLERS:

If a bidder utilizes a sub-contracted installer for any park or playground equipment, a list of sub-contracted installers must be included with their bid. Additionally, the bidder must supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer.

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/supply/product information price list as well as current MSRP list for each catalog

submitted. All catalogs and/or MSRP lists shall clearly identify bidder's name, address and telephone number.

The vendor shall supply at no charge, two (2) sets of each then current catalog/supply/product information price list as well as current MSRP list for each catalog submitted upon price changes. At renewal time Vendor may request that new manufacturers be added. County reserves the right to approve or deny this request.

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 - Method 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 the - 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 the - US Consumer Product Safety Commission
4330 East West Highway
Bethesda, MD 20814
(301) 504-7923

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

Copies may be obtained from the - National Recreation and Park Association
22377 Belmont Ridge Road
Ashburn, VA 20148-4150
(703) 858-0784

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 County 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.

INVOICING:

Invoices may be issued once equipment, materials, and supplies are delivered and/or installed to the county's satisfaction. 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. Standard payment terms are Net 45 days per the Local Government Prompt Payment Act.

TERMS OF CONTRACT:

The term of bid award for various equipment and amenities for parks and playgrounds will be three (3) years, with two (2) one (1) year renewal options. Discounts from this solicitation shall prevail for the full duration of the contract and including subsequent extensions. County reserves the right to use other available bids or contracts when in the best interest of the County.

METHOD OF ORDERING:

The County may generate a Request for Quotation, on an "as needed" basis, for park and playground equipment and/or ball field lighting together with a request for additional services required to complete that project (see attached Quote sample sheet). The County reserves the right to send such Request for Quotation to any or all awarded bidders. The Request for Quotation can define the project exactly or the Request for Quotation can describe a desired end result, allowing the bidder to design the park or playground site.

After generating a Request for Quotation for a project, and before bidder's submission of its quotation in response to the Request for Quotation, the County may require requested bidder (s) to attend a site visit with County personnel to familiarize the bidder(s) with the site and determine additional services that may be required to complete the project. Bidders will be responsible for the accuracy of all fixed measurements.

The bidder's quotation in response to the Request for Quotation must contain each of the following:

- A detailed breakdown of the cost for the entire project. Descriptions of additional services related to the project, together with their price, shall also be listed.
- Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.
- Names of any and all subcontractors on the project. It is understood the bidder remains responsible for project completion and acceptance by the County. The County reserves the right to reject any quotation in response to a Request for Quotation if said quotation names a subcontractor who has, in the sole opinion of the County, 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.
- Project Completion Date.
- Include an updated catalog, if needed and updated MSRP lists for the park and play equipment specifically quoted.

The County will generate purchase orders as a result of approved “Request for Quotations” submitted, at the sole discretion of the County. The County reserves the right to not award to any, or to use other available bids or contracts when in the best interest of the County.

PROMOTIONAL PRICING:

During the contract period, bidders shall extend any pricing offered on a “promotional” basis from the manufacturer to the county. It will be the bidder’s responsibility to monitor said items and report any that are or will be offered at lower prices.

SUPERVISION:

A bidder’s 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. Contractors shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times).

JOB COMPLETION:

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

Bidder/installer shall be responsible for cleanup and removal of all debris resulting in job completion.

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

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. The bidder shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities. Bidder shall leave work site in a neat and orderly fashion at the end of each work day. 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 the successful bidder. Any damages not repaired or replaced by the bidder within ten (10) calendar days from notification will be fixed by the County 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 County reserves the right to terminate any bid, contract, or purchase order at any time due to any violation.

In the event the awarded bidder(s) should breach this contract, the County reserves the right to seek all remedies in law and/or in equity. Failure of an awarded bidder to adhere to completion dates defined by bidder and County may result in no further purchase being made with such bidder under this Bid.

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Bidder: _____

Address: _____

City, State and Zip: _____

Phone: _____ Email: _____

Contact Name(s): _____

Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

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): _____

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): _____

(MULTIPLE SHEETS CAN BE USED)

RFP #18-19-2, Various Equipment And Amenities For Parks And Playgrounds

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Note: Upon request bidders must supply WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

(MULTIPLE SHEETS CAN BE USED)

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: _____

Is there a warranty on the equipment proposed? _____
 Yes No

Does the warranty apply to **ALL** components or only part? (State Explicitly)

Parts Warranty Period: _____ Service Warranty Period: _____

Nearest source for parts and/or service center (s):

Name, address and phone number of the authorized service center (s):

- 1) _____
- 2) _____
- 3) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: _____
 Yes No

Name of Bidder: _____

Signature _____

Title _____ Phone Number _____

(MULTIPLE SHEETS CAN BE USED)

Example Request for Quotation
Various Equipment and Amenities for Parks and Playgrounds

Description of Project: _____

A site plan (not to scale), along with drawing of proposed amenities, is attached. A mandatory site visit is scheduled for _____ at _____.

Price Quotation:

Manufacturer	Item and Page Number	Quantity	MSRP Unit Price	Contract Discount	Extended Price

*When quoting projects where freight would be charged, include those costs so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Additional Services Required:

Description	Quantity	Unit Price	Extended Price

Total: \$ _____

- List any Subcontractors:
1. Name _____
 2. Address _____
 3. Telephone Number _____
 4. Contact Name _____
 5. Designated Work _____
 6. Subcontractor Cost _____

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

CORPORATE DETAIL

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX #: _____

E-MAIL: _____

Name of Person submitting Bid: _____

Title: _____

Signature: _____

Date: _____

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Form**

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS**

- (1) The prospective Vendor, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

Scrutinized Companies Certification

[Clay County **RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**]

Name of Company:¹ _____

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

(Seal)

By: _____

Its _____

¹ "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.

“NO BID” Statement

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

If your company does not intend to bid on this procurement, please complete and return this form prior to the date shown for receipt of Bids to: Clay County Purchasing Department, Attn: Donna Fish, 477 Houston Street, Green Cove Springs, FL 32043

We, the undersigned, decline to bid on the above referenced invitation to bid for the following reasons:

- Specifications are too restrictive (please explain below or attach separately)
- Unable to meet specifications
- Specifications were unclear (please explain below or attach separately)
- Insufficient time to respond
- We do not offer this product or service
- Our schedule would not permit us to perform at this time
- Unable to meet bond requirements
- Other (please explain below or attach separately)

Remarks:

Company Name: _____ Telephone #: _____

Signature: _____ Fax #: _____

Print Name: _____ Title: _____

Address: _____

City: _____

Zip: _____

CHAPTER 8: PROCEDURES FOR PUBLIC BID OPENINGS

(A) **Purpose:** The purpose of this chapter is to specify procedures for the submittal, receipt, opening and recording of all formal bids required by all of the various laws, ordinances, and other procedures and manuals governing the solicitation and awarding of public bids in Clay County, Florida, including but not limited to:

- a. Section 336.44, Florida Statutes (2001).
- b. Applicable Provisions of Clay County Code.
- c. Florida Department of Transportation Standard Specifications, most recent edition.

(B) **Time of Opening:** All bids shall be submitted to the Purchasing department, 4th Floor, Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida, which shall record receipt thereof by date and time on the bid envelope. Upon receipt, the Purchasing department will maintain custody and control of all bid submittals until after they have been opened. The deadline for a particular bid submittal shall be 4:00 P.M., of the Monday immediately preceding the Tuesday upon which the bid is to be opened. No bid shall be opened unless and until proof by publisher's affidavit of publication of the bid solicitation is received and filed by the Purchasing department. Bidders and the public are welcomed to attend the opening and all subsequent committee and commission meetings related to the bids.

(C) **Form of Bid Submittal:** All bids shall be submitted in triplicate, (and if applicable only on the forms provided by the County or its staff). Each bid and its accompanying materials shall be submitted in a single, sealed and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the party making the submittal prior thereto:

- a. The number assigned to the particular bid solicitation.
- b. The title of the bid exactly as it appeared in the published solicitation.
- c. The date of the bid opening.

(D) **Bid Receipt Procedure:** The County Manager shall, in cooperation with his or her Department heads and the Purchasing department, assign a specific and discrete number and title to each bid solicitation, which shall be contained in the Request for Bids, the newspaper publication, specifications and the Bid Form thereof. Three copies of each request for bid shall be submitted to the Purchasing department for distribution as provided in Section F hereof, and the "Request For Bids" shall be signed prior to publication.

(E) **Place of Opening:** All bids properly submitted shall be opened in a public location so designated in the bid solicitation.

(F) **Distribution of Copies:** Upon the opening of a bid, one copy shall be distributed to the head of the originating department. Purchasing shall submit to the Finance committee of the Board a tabulated list of all bidders and their bids, including bid number, name, staff assigned, a recommendation to include but not be limited to the lowest responsive and responsible bid, or in a proper circumstance the best bid, budget information and alternatives. All staff assigned to evaluate bid and RFP responses shall do so observing all requirements of the Sunshine Law and

in meetings noticed at least 72 hours in advance thereof. The Purchasing department shall serve as the permanent record holder for the County Manager.

(G) **Committee Review, Report and Recommendations:** Bids shall be reviewed by the Board's Finance committee following the bid opening. The Committee should, in the absence of unusual circumstances, report its recommendation to the Board at the Board's next regularly scheduled meeting, which shall include a tabulated list of all bidders and their bids. In all events, the County Manager shall cause to be spread upon the minutes of the regular meeting of the Board next following the opening of a particular bid, a list of all bidders and their bids. Upon being awarded a bid, and if a contract is entered into with the successful bidder then the County's Standard Addendum and IRS Form W-9, Request for Taxpayer Identification and Certification must be completed.

(H) **Ineligible Bid:** Any bid that does not meet the foregoing requirements for form, time of submittal, number of copies or the specifications advertised will be rejected and the reasons stated therefor; provided that the Purchasing department shall reject and return unopened all bids which do not meet the foregoing requirements for time of submittal, or envelope markings. Bids that do not meet requirements for form will be rejected and declared "No Bid". The Board reserves the power to reject all bids and in its discretion to re-advertise the solicitation.

(I) **Bid Withdrawal Period:** Any bid submitted requires a five (5) percent bond unless waived by the Board prior to solicitation, which cannot be withdrawn for a period of 30 days subsequent to the date of the bid opening, notice of which shall be incorporated in all requests for bids. As used herein, the term bond shall include cashier or certified checks payable to the County. All such checks shall be held by the Finance department for safekeeping immediately upon acceptance of the bid (but not deposited). The Finance department is hereby authorized to return each bond to the submitting party, as soon as practicable, upon written request to the Finance department, but only after a bid and contract have been awarded and executed between the County and the successful bidder for a particular project, or in the event that all bids have been rejected by the Board, or in the event the time provided that the bid shall remain in effect shall have expired and the bid submitter requests its return in writing.

(1) Vendors bidding on SHIP rehabilitation projects are exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(2) Vendors bidding on commodities price contracts, or any other type of contract that does not commit the Board to an actual exchange transaction (purchase) but rather seeks only a fixed unit price commitment from a vendor in the event a future purchase decision is made, shall be exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(J) **Bid Addenda:** All addenda distributed subsequent to the initial distribution of specifications shall be sent by certified mail/return receipt requested, said return receipt to be returned to the Purchasing department identified by bid number. Prior to mailing, a copy of each addendum shall be received by the Purchasing department, provided that no addendum shall be mailed later than five (5) working days prior to the scheduled bid opening date.

(K) **Bid Tabulation Form:** The bid Tabulation Form used at bid openings shall include a place thereon for three witnesses to sign. This procedure will eliminate the need for signing each individual bid at the time of opening, thus requiring the three witnesses to sign only once for each bid number submitted.

(L) **Authority to Delay Bid Openings:** The County Manager is hereby authorized, without seeking prior approval of the Board in any particular case, to order a delay of any bid opening from its scheduled date and time to a time certain on the agenda of the next regularly scheduled meeting of the Board, or such special meeting called for such purpose. The delay may be ordered at any time prior to the time of the scheduled opening, provided that such order be in writing, addressed and delivered to the Purchasing department with a copy delivered to the County Manager, and that copies thereof be mailed by certified mail, return receipt requested to all responding bidders as soon thereafter as is reasonably practicable. Upon receipt of the order, the Purchasing department shall immediately record the date and time thereof. The Purchasing department shall continue to accept sealed bids up until the applicable deadline. At the date and time originally scheduled for the bid opening, the Purchasing department shall announce the delay order to all in attendance and shall continue to maintain in its custody all properly submitted sealed bids until further order of the Board. At the time certain scheduled before the Board, the County Manager shall present his reason or reasons for the delay order and his recommendation for disposition of bids submitted. The Board may order the bids to be opened then and there, or at some other time and date certain; it may cancel the bid and order the return of all bids unopened; it may order a further delay of the bid opening; or it may make any other order appropriate to the circumstances. If the bids are ultimately opened, they shall be reviewed as provided elsewhere herein. If a delay occurs as provided herein, then the 30 day withdrawal period as provided in 8(I) shall commence upon the date of the actual bid opening, provided such date is not more than 60 days subsequent to the originally scheduled date. No delay shall be ordered beyond such 60 day period, unless the parties submitting timely bids consent to such delay in writing. In no event is the County Manager authorized to extend the deadline for bid submittals for any particular project, only the bid opening date.

(M) **Contractor's Insurance Requirement:**

1. Any Contractor submitting a bid for any public works project must include, within its initial bid response, proof of the following insurance, in effect continuously from the date of submittal through the 60 days subsequent to the scheduled bid opening date:

a. Commercial General Liability

1. General Aggregate	\$1,000,000
2. Products and Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, \$1,000,000 with minimum limits for all additional coverage as required by Florida law

- c. Workers Compensation/Employers Liability
 - 1. Workers Compensation statutory limits
 - 2. Employers Liability
 - a. Each Accident \$ 100,000
 - b. Disease-Policy \$ 500,000
 - c. Disease-Each Employee \$ 100,000
- d. Professional Liability
 - 1. When required by contract-per occurrence \$1,000,000

2. Upon being awarded the bid, the contractor must provide proof that such insurance will be in effect from the date of commencement of the project. The contractor will maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage will include all independent contractors and subcontractors. Either prior to or simultaneously with the execution of the contract, the successful bidder must deliver certificates of insurance for the required insurance coverages to the County naming “Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear” as “Additional Insureds.” Said certificates of insurance shall also include a thirty day prior written notice of cancellation, modification or non-renewal to be provided to the County.

3. The Board reserves the right to waive, raise or lower the minimum coverages required for particular projects prior to bid solicitation by affirmative action. The Board will not waive any defects in a bid submittal pertaining to matters under this subsection.

(N) Bid Awards and Protests:

1. Both the **INSTRUCTIONS** and the **PUBLISHED NOTICE** for every sealed bid solicitation shall include conspicuously the following statements:

FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: [insert bid notice web address¹]. THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: [insert County’s homepage address²] BY [insert suitable directions³]. NO OTHER NOTICE WILL BE POSTED.

¹ As of the date on which this Purchasing Policy was adopted, the bid notice web address was: <http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids>

² As of the date on which this Purchasing Policy was adopted, the County’s homepage address was: <http://www.claycountygov.com/>.

³ As of the date on which this Purchasing Policy was adopted, suitable directions would be: “FOLLOWING THE “Notice of Intent Bids” LINK UNDER THE “Business” ROLLOVER BUTTON”.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8.N. OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

2. Unless otherwise expressly directed by the Board in its decision on a bid award, immediately following such decision the County Manager shall cause a "Notice of Intent to Award Bid" or a "Notice of Rejection of All Bids" to be posted on the County's website, with the time and date of posting appearing thereon. Notice shall not be posted elsewhere. The notice shall be posted in portable document format or other secure format.
3. The failure on the part of a prospective bidder to include within the sealed bid envelope a proper bid bond or other security approved under this policy, if required for the particular bid solicitation, or the failure by a prospective bidder to file a written notice of protest and to file a written petition initiating a formal protest proceeding within the times and in the manner prescribed in this section shall constitute a waiver of the prospective bidder's right to protest the bid solicitation, any addendum thereto, the Board's bid decision, as applicable, and to initiate a formal protest proceeding hereunder.
4. A prospective bidder is solely responsible for determining whether a particular bid solicitation requires a bid bond, and for resolving any doubt by making appropriate inquiry.
5. The County Manager shall cause a copy of this policy to be posted on the County's website in portable document format or other secure format. The County Manager shall cause to be established conspicuous and easy-to-follow links to the policy from the homepage.
6. Any person who is adversely affected by a bid solicitation, by any addendum thereto, or by a bid decision may file with the County Manager a written notice of protest no later than 4:30 p.m. on the third business day immediately following the date notice is published, with respect to a bid solicitation; no later than 4:30 p.m. on the third business day immediately following the date of issuance, with respect to a bid addendum; and within 72 hours after the posting of the notice, exclusive of hours occurring during days that are other than business days, with respect to a bid decision.

7. A formal protest proceeding shall be deemed commenced upon the timely filing of a written petition initiating the same. A written petition initiating a formal protest proceeding must be filed with the County Manager no later than 4:30 p.m. on the tenth calendar day immediately following the date on which the written notice of protest was filed; provided, if the tenth calendar day is not a business day, then the petition must be filed no later than 4:30 p.m. on the first business day immediately following said tenth calendar day. The petition must set forth with particularity the facts and law upon which the protest is based. The petition must conform substantially with the requirements for petitions set forth in Rule 28-106.201, Florida Administrative Code. References in this section to a petition shall mean a written petition initiating a formal protest proceeding filed in accordance with this subsection.

8. Any protest of a bid solicitation or bid addendum shall pertain exclusively to the terms, conditions, and specifications contained in a bid solicitation or bid addendum, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract.

9. Upon receipt of a formal written notice of protest that has been timely filed, the County Manager shall suspend the bid solicitation or bid award process until the subject of the protest is resolved by final action as specified in this section, unless the County Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. Such suspension shall be lifted immediately in the event the protesting party shall have failed to timely file a petition.

10. Intervenors shall be permitted to participate in the formal protest proceeding in accordance with the procedures governing intervenor practice set forth in Rule Chapter 28-106, Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.

11. In his or her discretion, the County Manager may provide an opportunity to resolve the protest by mutual agreement between the County Manager and the protesting party within 7 calendar days after receipt of a timely petition. Such agreement must be reduced to writing, signed by the County Manager and the protesting party or such party's authorized agent, and submitted to the Board at the earliest opportunity. The agreement shall not be deemed effective unless ratified by the Board. If the Board shall fail to ratify the agreement, then the protest shall proceed to resolution as hereinafter provided.

12. Within 10 business days following the timely filing of a petition, or, if the Board shall have considered but failed to ratify an agreement submitted to it under subsection 11, then within 10 business days thereafter, a hearing shall be conducted pursuant to subsection 13 before a hearing officer, who shall be the County Manager or his or her designee. The County Manager may designate any department head as the hearing officer; provided, a department head who is substantially involved in or connected with the bid solicitation or bid award process shall be deemed disqualified from serving as the hearing officer, unless such involvement or connection is purely ministerial in nature.

13. All hearings shall be conducted pursuant to written notice to the protesting party, the County Attorney's Office and all intervenors by the hearing officer specifying the time, date and place of the hearing. Particular rules and procedures governing each such hearing are as follows:

a. The audio thereof shall be recorded electronically.

b. Prior to the hearing only, motion practice may be permitted by the hearing officer in his or her discretion in accordance with the rules governing the same set forth in Rule Chapter 28-106, Florida Administrative Code. All motions shall be ruled upon prior to or at the start of the hearing, except that rulings on motions in limine may be deferred to an appropriate time during or after the hearing.

c. Prior to the hearing, the protesting party, the County and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the protesting party, the County and all intervenors, and be submitted to the hearing officer at least two business days prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the hearing officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the items.

d. The protesting party and all intervenors shall have the right to appear before the hearing officer at the hearing in proper person or through counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the protest. The County shall be deemed a party to the proceeding, and the County Attorney or any assistant county attorney may participate in the protest proceeding, appear before the hearing officer, present evidence and be heard on behalf of the County.

e. All witnesses shall be placed under oath by the hearing officer prior to testifying, and shall be subject to cross-examination by any hearing participant.

f. Hearsay evidence shall be admissible unless the hearing officer shall determine the same to be redundant, unreliable or prejudicial.

g. At the hearing any hearing participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.

h. Immediately following the hearing, the County Manager shall cause a written transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously based upon the audio recording, and shall provide copies of the same to all of the hearing participants.

i. Within 7 business days following the hearing, the hearing officer shall submit a recommended order to the County Manager and serve copies on all hearing participants; provided, if the County Manager is the hearing officer, then within 7 business days following the hearing, the County Manager shall issue a recommended order and serve copies on all hearing participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the protest; provided, no finding of fact may be predicated solely upon the basis of hearsay.

j. The recommended order shall thereafter be submitted to the Board along with the transcript of the hearing testimony and the entire written and tangible record of the protest proceedings at the earliest opportunity to be considered at a time certain, with notice thereof served upon the hearing participants. Each of the hearing participants shall be allowed 3 minutes to address the Board regarding the recommended order, unless the Chairman in his or her discretion shall allow additional time. If a hearing participant intends to challenge any finding of fact in a recommended order that was based upon testimonial evidence, such participant shall be allowed 2 additional minutes for such purpose, and may direct the attention of the Board members to any portion of the transcript relevant to the challenge. The other hearing participants shall each have the right to offer argument in rebuttal to the challenge, and to direct the attention of the Board members to any portion of the transcript relevant to the rebuttal. No testimony or other evidence beyond the record and the transcript shall be presented to the Board. Thereafter the Board shall render its decision on the protest. In so doing the Board shall be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those for which it upholds a challenge. A challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the Board shall not be bound by any of the provisions of the recommended order. The decision of the Board shall be reduced to a written order signed by the Chairman, and shall constitute final action of the County on the protest.

k. The date, type and substance of all ex parte communications between any Board member and a hearing participant, including counsel therefor or any agent thereof, and between any Board member and third party, must be publicly disclosed by the Board member prior to the rendering of the Board's decision. All such communications that are written or received electronically must be filed for the record, and copies thereof provided to each Board member and hearing participant.

14. All proceedings before the hearing officer shall be informal, and customary rules of evidence shall be relaxed. In all respects both the hearing officer and the Board shall observe the requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the protest.

15. Ex parte communications between a hearing participant and the hearing officer are forbidden. The hearing officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the attempted communication, or requiring the offending hearing participant to disclose promptly the attempted communication, to the other hearing participants. Where necessary, the hearing officer may recuse himself or herself, and the subsequently designated hearing officer may order the offending participant to pay for all or any portion of the costs incurred by the County and any other hearing participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from further participation. Neither the County Attorney nor any assistant county attorney shall be subject to this subsection or prohibited from engaging in ex parte communications with the hearing officer.

16. The purpose of this policy is to promote fairness and public confidence in the competitive bidding process. To further such end, and except as otherwise specifically provided herein, the substantive law governing the resolution of bid protests found in the decisions of the Florida appellate courts, as well as any statutes or agency rules that may be applicable to the particular bid solicitation, shall guide the hearing officer and the Board in rendering a decision on a bid protest under this section. The significant principles of law governing the bid protest and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:

a. The burden is on the party protesting the award of the bid to establish a ground for invalidating the award.

b. The standard of proof for the protest proceeding shall be whether the proposed award was clearly erroneous, contrary to competition, arbitrary, or capricious.

c. The proposed award shall be deemed arbitrary or capricious if it is contrary in a material way to any governing statutes, the County's rules or policies, or the bid or proposal instructions or specifications.

d. The scope of the inquiry is limited initially to whether the proposed award is improper under the foregoing standard of proof. If and only if the hearing officer first determines on the basis of competent and substantial evidence that the proposed award is improper, then the hearing officer may recommend, in accordance with the law and this policy, an alternate disposition for the proposed award. Such disposition may include, but shall not be limited to, rejecting all bids, or awarding all or a portion of the bid to the protesting party.

e. A bid protest proceeding may not serve as a vehicle for the Board to revisit the proposed award absent a determination of impropriety as set forth above.

17. By written agreement amongst the protesting party, the County, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a protest for which a petition has been timely filed may be modified or waived so long as such modification

or waiver shall not hinder or thwart the proper and expeditious resolution of the protest, or otherwise operate to undermine the salutary purposes of competitive, public bidding.

18. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a hearing participant's procedural or substantive due process rights, a hearing officer may modify or suspend the applicability of any of the provisions or requirements of this section in the course of conducting a protest proceeding hereunder; provided, a hearing officer may not modify or suspend any of the provisions or requirements of subsections 3, 4, 6, 7, 8, 16, 20, 21 and 22 hereof.

19. Except and to the extent specifically provided in this section, and except and to the extent otherwise specified provided by written agreement amongst the protesting party, the County, and all then-existing intervenors, no provisions of Rule Chapter 28-106, Florida Administrative Code, shall be deemed applicable to the resolution of protests under this section.

20. For purposes of this section, the filing with the County Manager of a written notice of protest or of a written petition initiating a formal protest proceeding shall be deemed accomplished only when the original written notice or original written petition has been physically received by the County Manager or his or her designee. A notice or petition shall be deemed original only if it bears the original signature of the protesting party or such party's authorized agent. No notice or petition may be filed by facsimile transmission or by e-mail, and any notice or petition received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service or of the United States Postal Service to file a notice or petition shall be entirely at the risk of the person submitting the same, and any such notice or petition so received after the applicable deadline shall be deemed untimely.

21. For purposes of this section, a business day shall mean any 24-hour day that is not a Saturday, a Sunday, or a holiday observed by the County.

22. For purposes of this section, counsel shall mean an attorney who is a member of the Florida Bar in good standing.

23. For purposes of this section, all notices of protest and petitions initiating formal protest proceedings, and all stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to a hearing officer shall be on white, opaque paper 8 ½ by 11 inches in size. The pages of all such documents shall have margins on all sides of not less than 1 inch; shall be in Times New Roman or Courier New font no smaller than 12 in size, including footnotes and endnotes; shall have standard double-spacing between lines, excluding quotations, footnotes and endnotes; and shall be numbered at the bottom. All quotations shall be indented. Briefs shall not exceed 15 pages in length, and may not include any appendices. A digital copy of all written stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to the hearing officer must be simultaneously provided to the hearing officer in Word format, version 2000 or later, on compact disc or 3 ½" diskette.

24. For purposes of this section, a hearing participant shall mean and include the protesting party, the County and any intervenor.

25. This section shall be construed and implemented so as to secure the just, speedy, and inexpensive resolution of bid protests.

(O) **UTILITY RELOCATION AGREEMENTS:** Prior to soliciting bids for right of way improvements and other public works projects that require the removal or relocation of utilities, agreements with the affected utilities must be entered into providing for the terms, scheduling and conditions of such relocation and removal. The County Manager may develop and maintain such form of agreement as may be appropriate for accomplishing the requirements of this section. (*Resolution No. 09/10-65*)

(P) **NO-CONTACT RULE:** (*Resolution No. 09/10-81*)

1. As used in this section and unless the context clearly requires otherwise, the following terms and phrases shall have the meanings herein ascribed:

a. Contacting shall mean communicating or attempting to communicate by any means, whether orally, telephonically, electronically or in writing.

b. Bidder shall mean any person or entity submitting a response to a bid solicitation, and shall include all owners, shareholders, principals, officers, employees and agents thereof.

c. Bid shall mean any bid, request for proposals and request for qualifications.

d. Solicitation period shall mean the time between the publication of the notice of the bid and the opening of the bid.

e. Evaluation period shall mean the time between the opening of the bid and the award thereof by the Board of County Commissioners.

2. The instructions for all solicitations of bids to be submitted under seal shall include provisions prohibiting bidders from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator, and the foregoing instructions shall so state.

3. The no-contact rule set forth in subsection 2 shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package.

4. The purpose of the no-contact rule set forth in subsection 2 is to prevent any one bidder from gaining an advantage over other bidders through lobbying or otherwise attempting to influence the procurement decision through discussions or the presentation of information or materials outside of the process contemplated in the bid solicitation package and this purchasing policy, and also to ensure that the dissemination of information from the County entity to bidders regarding the bid solicitation is equal and uniform.

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	(Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
-	
-	
or	
Employer identification number	
-	

Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or other U.S. person (defined below); and
 - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Exhibit C



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by FEI/EIN Number

Florida Profit Corporation

REP SERVICES, INC.

Filing Information

Document Number	L25288
FEI/EIN Number	59-2978507
Date Filed	10/24/1989
Effective Date	10/19/1989
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	10/24/2018
Event Effective Date	NONE

Principal Address

581 TECHNOLOGY PARK
STE 1009
LAKE MARY, FL 32746-7127

Changed: 01/10/2014

Mailing Address

581 TECHNOLOGY PARK
STE 1009
LAKE MARY, FL 32746-7127

Changed: 01/10/2014

Registered Agent Name & Address

Almon, John T, II
671 BROOKSIDE ROAD
MAITLAND, FL 32751-5126

Name Changed: 04/11/2016

Address Changed: 06/19/2017

Officer/Director Detail

Name & Address

Title DIRECTOR, CHAIRMAN, TREASURER

ALMON, JOHN T II

671 BROOKSIDE ROAD
 MAITLAND, FL 32751-5126

Title DIRECTOR, SECRETARY

ALMON, LEDONNA H
 671 BROOKSIDE ROAD
 MAITLAND, FL 32751-5126

Title VP

GEARY, ROBERT
 117 LAMPLIGHTER RD
 ALTAMONTE SPRINGS, FL 32714

Title President, Director

Almon, Nathan H
 3912 Harbour Drive
 Orlando, FL 32806

Annual Reports

Report Year	Filed Date
2017	01/03/2017
2018	02/02/2018
2019	02/08/2019

Document Images

02/08/2019 -- ANNUAL REPORT	View image in PDF format
02/02/2018 -- ANNUAL REPORT	View image in PDF format
06/19/2017 -- Amendment	View image in PDF format
01/03/2017 -- ANNUAL REPORT	View image in PDF format
04/11/2016 -- ANNUAL REPORT	View image in PDF format
01/08/2015 -- ANNUAL REPORT	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format
02/17/2013 -- ANNUAL REPORT	View image in PDF format
01/06/2012 -- ANNUAL REPORT	View image in PDF format
09/21/2011 -- ANNUAL REPORT	View image in PDF format
03/14/2011 -- ANNUAL REPORT	View image in PDF format
03/31/2010 -- ANNUAL REPORT	View image in PDF format
04/21/2009 -- ANNUAL REPORT	View image in PDF format
04/29/2008 -- ANNUAL REPORT	View image in PDF format
04/03/2007 -- ANNUAL REPORT	View image in PDF format
03/21/2006 -- ANNUAL REPORT	View image in PDF format
04/01/2005 -- ANNUAL REPORT	View image in PDF format
03/29/2004 -- ANNUAL REPORT	View image in PDF format
03/17/2003 -- ANNUAL REPORT	View image in PDF format
02/25/2002 -- ANNUAL REPORT	View image in PDF format
01/09/2001 -- ANNUAL REPORT	View image in PDF format
01/20/2000 -- ANNUAL REPORT	View image in PDF format

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Bidder: Rep Services, Inc.

Address: 581 Technology Park, Suite 1009

City, State and Zip: Lake Mary FL 32746

Phone: 407-831-9658 Email: nathan@repervices.com

Contact Name(s): Nathan Almon



Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: Landscape Structures Playground Equipment

Fixed Percentage Discount off MSRP: 2%
Custom equipment priced per project and is not included in standard price list.
Installation (Fixed Percentage of cost after discounts of equipment): 50%

Manufacturer: Skyways Shade

Fixed Percentage Discount off MSRP: 2%
Custom shade priced per project
Installation (Fixed Percentage of cost after discounts of equipment): 75%
75% Fixed Percentage does not include: foundations, concrete slabs or permitting.

Manufacturer: USA Shade

Fixed Percentage Discount off MSRP: 2%
Custom shade priced per project.
Installation (Fixed Percentage of cost after discounts of equipment): 75%
75% Fixed Percentage does not include: foundations, concrete slabs or permitting.

Manufacturer: Poligon/Parasol Shade

Fixed Percentage Discount off MSRP: 2%
Shades & shelters priced as custom.
Installation (Fixed Percentage of cost after discounts of equipment): 75%
75% Fixed Percentage does not include: foundations, concrete slabs or permitting.

(MULTIPLE SHEETS CAN BE USED)

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Bidder: Rep Services, Inc.

Address: 581 Technology Park Suite 1009

City, State and Zip: Lake Mary FL 32746

Phone: 407-831-9658 Email: nathan@repservices.com

Contact Name(s): Nathan Almon



Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: Aquatix

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): Installation included in price per SF

Manufacturer: Porter/Poligon Shelters

Fixed Percentage Discount off MSRP: 2%
Shelters priced as custom per project.

Installation (Fixed Percentage of cost after discounts of equipment): 75%
75% Fixed Percentage does not include foundations, concrete slabs or permitting.

Manufacturer: DuMor Site Furnishings

Fixed Percentage Discount off MSRP: 2%
Custom equipment priced separately and is not included in standard price list

Installation (Fixed Percentage of cost after discounts of equipment): 50%

Manufacturer: Anova Site Furnishings

Fixed Percentage Discount off MSRP: 2%
Custom equipment priced separately and is not included in standard price list.

Installation (Fixed Percentage of cost after discounts of equipment): 50%

(MULTIPLE SHEETS CAN BE USED)

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Bidder: Rep Services, Inc.

Address: 581 Technology Park Suite 1009

City, State and Zip: Lake Mary, FL

Phone: 407-831-9658 Email: nathan@repservices.com

Contact Name(s): Nathan Almon



Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: Hanover Specialites Poured in Place Safety Surfacing-Vitriturf EPDM, Bondflex & Granuflex

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): Installation included in price per SF

Manufacturer: No Fault Safety Surfacing-EPDM/Bonded Rubber Mulch/Synthetic Turf

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): Installation included in price per SF

Manufacturer: ForeverLawn-Extreme/Ultra

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): Installation included in price per SF

Manufacturer: Irvine Wood Recovery-Engineered Wood Fiber

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 50%

(MULTIPLE SHEETS CAN BE USED)

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Bidder: Rep Services, Inc.

Address: 581 Technology Park Suite 1009

City, State and Zip: Lake Mary, FL

Phone: 407-831-9658 Email: nathan@repervices.com

Contact Name(s): Nathan Almon



Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: Robertson Recreational Surfaces-TotTurf/Syn Turf/Bonded Rubber

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): Installation included in price per SF

Manufacturer: No Fault Sport Group/Loose Rubber Mulch

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 50%

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): _____

(MULTIPLE SHEETS CAN BE USED)

RFP #18-19-2, Various Equipment And Amenities For Parks And Playgrounds

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: Al Bosgraaf & Sons

Address: 240 Rebel Run, Osteen FL 32764

Phone Number: 407-402-8495

Contact Name: Gerald Bosgraaf

Business Name: Johnny Pitts Constrution

Address: 4124 Pace Lane, Milton FL 32572

Phone Number: 850-232-1616

Contact Name: Johnny Pitts

Business Name: D.W. Recreation Services, Inc.

Address: 8851 Equus Circle

Phone Number: 561-818-4819

Contact Name: Donald West

Note: Upon request bidders must supply WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

(MULTIPLE SHEETS CAN BE USED)

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: See attached warranties

Is there a warranty on the equipment proposed? X _____
 Yes No

Does the warranty apply to **ALL** components or only part? (State Explicitly)

See enclosed warranties

Parts Warranty Period: _____ Service Warranty Period: _____

Nearest source for parts and/or service center (s):
Rep Services, Inc. 581 Technology Park, Suite 1009. Lake Mary FL 32746
Contact Carrie Humbert. Phone-407-915-7855. E-mail-chumbert@rep.services.com

Name, address and phone number of the authorized service center (s):

1) See above
 2) _____
 3) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)
See enclosed warranties

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: X _____
 Yes No

Name of Bidder: Nathan Almon
 Signature 
 Title President Phone Number 407-831-9658

Example Request for Quotation
Various Equipment and Amenities for Parks and Playgrounds

Description of Project: _____

A site plan (not to scale), along with drawing of proposed amenities, is attached. A mandatory site visit is scheduled for _____ at _____.

Price Quotation:

Manufacturer	Item and Page Number	Quantity	MSRP Unit Price	Contract Discount	Extended Price

*When quoting projects where freight would be charged, include those costs so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Additional Services Required:

Description	Quantity	Unit Price	Extended Price

Total: \$ _____

List any Subcontractors:

1. Name _____
2. Address _____
3. Telephone Number _____
4. Contact Name _____
5. Designated Work _____
6. Subcontractor Cost _____

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

CORPORATE DETAIL

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: Rep Services, Inc.

ADDRESS: 581 Technology Park, Suite 1009

Lake Mary, FL 32746

TELEPHONE: 407-831-9658

FAX #: 866-232-8532

E-MAIL: nathan@repservices.com

Name of Person submitting Bid: Nathan Almon

Title: President

Signature: 

Date: 03/14/2019

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Form**

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS**

- (1) The prospective Vendor, Rep Services, Inc, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

Rep Services, Inc.

By:



Signature

Nathan Almon/President

Name and Title

581 Technology Park, Suite 1009

Street Address

Lake Mary, FL 32746

City, State, Zip

03/14/2019

Date

Scrutinized Companies Certification

[Clay County **RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**]

Name of Company:¹ Rep Services, Inc.

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

Rep Services, Inc.

(Seal)

By: Nathan Almon



Its President

¹ "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Rep Services, Inc.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. </p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 581 Technology Park, Suite 1009</p> <p>6 City, state, and ZIP code Lake Mary, FL 32746-7127</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-						
or										
Employer identification number										
5	9		-	2	9	7	8	5	0	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 1/9/2019
------------------	----------------------------	-----------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



2018 - 2019

City of Lake Mary
Post Office Box 958445, Lake Mary, FL 32795-8445

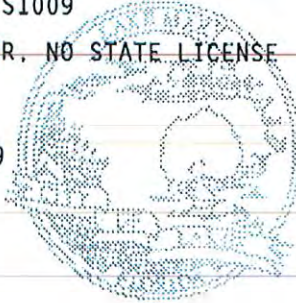
LOCAL BUSINESS TAX

LOCATION: 581 TECHNOLOGY PARK S1009

Classification: GENERAL SVC. PROVIDER, NO STATE LICENSE

For: REP SERVICES, INC.
581 TECHNOLOGY PARK, #1009
ROBERT GEARY
LAKE MARY FL 32746

Comments:



Receipt # 19 00007277

THIS RECEIPT MUST BE POSTED
CONSPICUOUSLY IN YOUR PLACE OF
BUSINESS.

This receipt expires 9/30/19.

Receipt Fee	\$	50.00
Delinquent Penalty	\$.00
Interest	\$.00

TOTAL\$ 50.00

Carol A. Foster
City Clerk

BUSINESS SHALL COMPLY WITH ALL CITY CODES OR BE SUBJECT TO NON-RENEWAL OR REVOCATION.

REP SERVICES, INC.
581 TECHNOLOGY PARK, #1009
ROBERT GEARY
LAKE MARY FL 32746



SEMINOLE COUNTY BUSINESS TAX RECEIPT

JOEL M. GREENBERG, SEMINOLE COUNTY TAX COLLECTOR

PO BOX 630 | SANFORD, FL 32772 | 407-665-1000

WWW.SEMINOLECOUNTY.TAX

VALID THROUGH 09/30/19

REP SERVICES INC

581 TECHNOLOGY PARK #1009
LAKE MARY, FL 32746

Account #:051906

NOT REGULATED

J T ALMON (OWNER)

**LAKE MARY CITY LICENSE REQUIRED **

Receipt #: 10432018091929280

Amount Paid: \$ 25.00

Date Paid: 09/19/2018

BUSINESS OWNER, PLEASE NOTE THE FOLLOWING:

- **DISPLAY THE ABOVE RECEIPT PROMINENTLY:** This Business Tax Receipt shall be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so the business shall be subject to the payment of another business tax for the same business or profession.
- **RENEW THIS TAX BEFORE IT EXPIRES:** Pursuant to Florida Statutes, all Business Tax Receipts shall be issued by the Tax Collector beginning July 1st of each year, and it shall expire on September 30th of the succeeding year. Those Business Tax Receipts issued as renewal accounts beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total penalty shall not exceed 25% of the business tax for the delinquent establishment (Florida Statute [FS] 205.053 [1]).

A 25% penalty shall be imposed on any individual engaged in any new business or profession without first obtaining a Seminole County Business Tax receipt ([FS] 205.053 [2]).

This Business Tax Receipt is only a receipt for business taxes paid. It does not permit the taxpayer to violate any existing regulatory or zoning laws of the state, county, or municipality, nor does it exempt the taxpayer from any other required licenses, registrations, certifications, or permits. Business Tax requirements are subject to legislative change.

- **REPORT ALL CHANGES:** The holder of this Business Tax Receipt is required to report a change in the following: Ownership, Business Location, Mailing Address, or any other information that would alter the status of the current year's information. This includes, but is not limited to, the loss of or a change in a State or Regulatory License which was used to qualify for the business identified on the current County Business Tax Receipt. If you have any changes to report, contact the Business Tax Department at 407-665-7636.

REP SERVICES INC
581 TECHNOLOGY PARK #1009
LAKE MARY, FL 32746

RECEIVED
PURCHASING DIVISION

2019 MAR 15 AM 11:49

CLAY COUNTY BOARD OF
COMMISSIONERS

(1 of 2)

Clay County Purchasing Division
477 Houston Street
PO Box 1366
Green Cove Springs, FL 32043

Receipt for Bid #: 18119-2
Company Name: Rep Services, Inc.



www.toplinerec.com

PHONE 800-921-4509 | FAX 888-909-0549
2922 HOWLAND BLVD - ST 4 DELTONA- FL 32725



This Certificate Approves
D.W. Recreation Services, Inc.

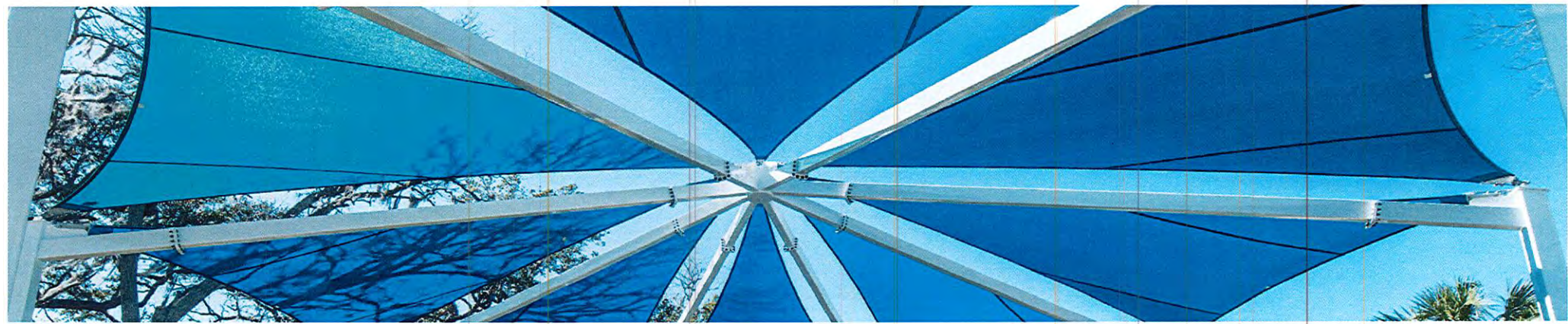
As having met the high standards necessary to become a
Certified Installer
of equipment manufactured by Landscape Structures Inc.

Calendar Years 2018-2020

Date

Official Validation

Landscape Structures Inc., 601 7th Street South, Delano, MN 55328 USA



This Certificate Approves

D.W. Recreation Services

As having met the high standards necessary, and is endorsed to install

SKYWAYS[®] SHADE PRODUCTS

manufactured by Landscape Structures Inc.

Endorsed Through 2021

Dates

Official Validation



6/30/15

Rep Services, Inc.
581 Technology Park, Suite 1009
Lake Mary, Florida 32746

To whom it may concern,

Donald West is a member of Poligon's Certified Poligon Installers group. This membership has been granted through his experience from the field and upon his successful course training and completion.

Thanks,

A handwritten signature in black ink, appearing to read "TJ Molewyk".

TJ Molewyk | Technical Support/Quality Assurance Department Supervisor
P: 616.399.1963 Ext. 516
F: 616.399.9123

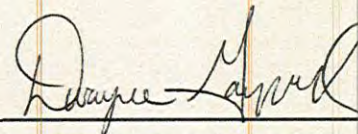


This Certificate Approves
Al Bosgraaf & Sons

As having met the high standards necessary to become a
Certified Installer
of equipment manufactured by Landscape Structures Inc.

Calendar Years 2017-2019

Date



Official Validation

Landscape Structures Inc., 601 7th Street South, Delano, MN 55328 USA

Installer Certification



PORTERCORP™ certifies that

Gerald Bosgraaf

Has demonstrated through real-world experience and attention to product quality he has met the manufacturer's installation requirements for
Poligon Shelter Installation Certification

On
May 3rd 2012

Has shown through previous installations their knowledge of installation techniques and best installation practices. This, is in addition to his attention to detail and customer service, has shown that he has met the requirements to become a Poligon Certified Installer.

Certificate valid through May 3rd 2017

A handwritten signature in blue ink that reads "Eric Pelak".

Eric Pelak, Quality Manager

Installer Certification



PORTERCORP™ certifies that

Josh Bosgraaf

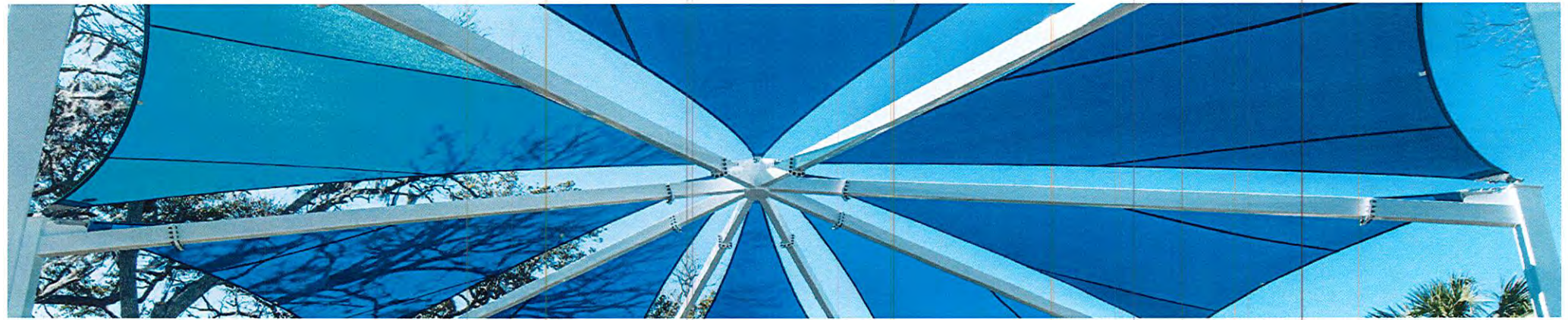
Has demonstrated through real-world experience and attention to product quality he has met the manufacturer's installation requirements for
Poligon Shelter Installation Certification

On
May 3rd 2012

Has shown through previous installations their knowledge of installation techniques and best installation practices. This, is in addition to his attention to detail and customer service, has shown that he has met the requirements to become a Poligon Certified Installer.

Certificate valid through May 3rd 2017


Eric Pelak, Quality Manager



This Certificate Approves

Al Bosgraaf and Sons

As having met the high standards necessary, and is endorsed to install

SKYWAYS® SHADE PRODUCTS

manufactured by Landscape Structures Inc.

Endorsed Through 2020

Dates

Official Validation



This Certificate Approves
Johnny Pitts Construction, Inc.

As having met the high standards necessary to become a
Certified Installer
of equipment manufactured by Landscape Structures Inc.

Calendar Years 2017-2019

Date

Official Validation

Landscape Structures Inc., 601 7th Street South, Delano, MN 55328 USA



6/30/15

Rep Services, Inc.
581 Technology Park, Suite 1009
Lake Mary, Florida 32746

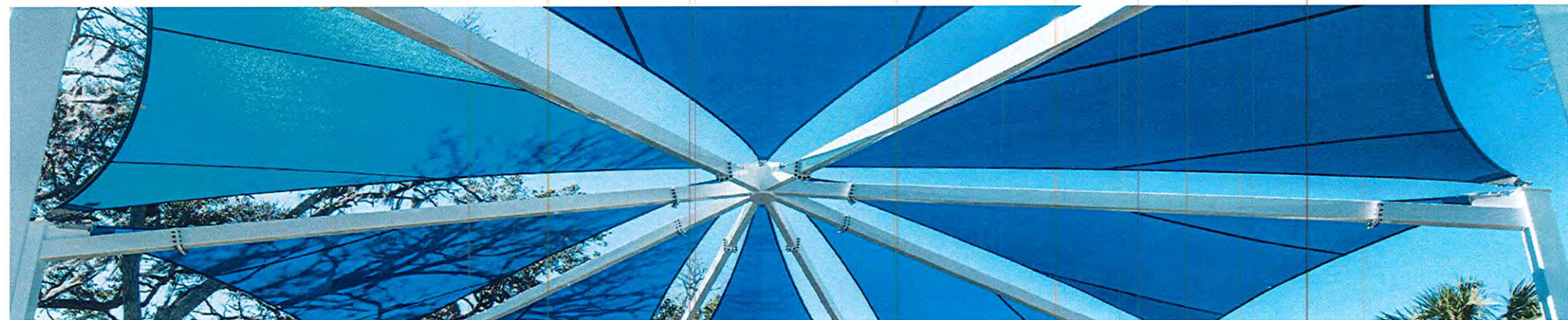
To whom it may concern,

Johnny Pitts is a member of Poligon's Certified Poligon Installers group. This membership has been granted through his experience from the field and upon his successful course training and completion.

Thanks,

A handwritten signature in black ink, appearing to read "TJ Molewyk".

TJ Molewyk | Technical Support/Quality Assurance Department Supervisor
P: 616.399.1963 Ext. 516
F: 616.399.9123



This Certificate Approves **Johnny Pitts Construction, Inc.**

As having met the high standards necessary, and is endorsed to install

SKYWAYS® SHADE PRODUCTS

manufactured by Landscape Structures Inc.

Endorsed Through 2020

Dates

Official Validation



Landscape Structures Inc. ("Manufacturer") warrants that all playstructures and/or equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:

100-Year Limited Warranty On all PlayBooster[®] and PlayShaper[®] aluminum posts, stainless steel fasteners, clamps, beams and caps against structural failure due to corrosion/natural deterioration or manufacturing defects, and on PlayBooster steel posts against structural failure due to material or manufacturing defects.

15-Year Limited Warranty On all Evos[®] and Weevos[®] steel arches, all plastic components (including TuffTimbers[™] edging), all aluminum and steel components not covered above, Mobius[®] climbers, Rhapsody[®] Outdoor Musical Instruments, decks and TenderTuff[™] coatings (except Wiggle Ladders, Chain Ladders and Swing Chain) against structural failure due to material or manufacturing defects.

10-Year Limited Warranty On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.

8-Year Limited Warranty On Aeronet[®] climbers and climbing cables against defects in materials or manufacturing defects.

5-Year Limited Warranty On Rhapsody[®] cables and mallets against defects in materials or manufacturing defects.

3-Year Limited Warranty On all other parts, i.e.: Pulse[®] products, all swing seats and hangers, Mobius climber handholds, Wiggle Ladders, Chain Ladders and ProGuard[™] Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Sway Fun[®] gliders, belting material, HealthBeat[®] resistance mechanism, Seesaws, etc., against failure due to corrosion/natural deterioration or manufacturing defects.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the playstructures and/or equipment are erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.



2019 Play Equipment Warranty

You have our word.

All the warranties commence on date of Manufacturer's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Manufacturer shall not be liable for any direct, indirect, special, incidental or consequential damages.

Manufacturer neither assumes nor authorizes any employee, representative or any other person to assume for Manufacturer any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranties stated above are valid only if the structures and/or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been exposed to saltwater or salt spray; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's designees in any respect which, in the judgement of Manufacturer, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605.

Signed:  President Date: 01/01/2019



Terms of Sale

PRICING: Landscape Structures' list prices do not include delivery and handling charges. Prices are subject to change without notice.

TERMS: To tax-supported institutions and those with established credit: net 30 days from the date of the invoice. 1.5% per month thereafter; freight charges are prepaid and applied to the invoice.

TAXES: Landscape Structures' list prices do not include applicable taxes, if any.

WEIGHTS: Weights are approximate and may vary.

DELIVERY: If delivery of the equipment is by common carrier, and there is damage or a shortage, notify the carrier at once and sign delivery documents provided by the carrier noting the damage or shortage. Most products are delivered on large pallets and will require a forklift or similar equipment to unload as a unit on the site.

INSTALLATION: All playstructures and/or equipment are delivered unassembled and packaged with recyclable materials. For a list of factory-certified installers in your area, please contact your Landscape Structures playground consultant.

SERVICE: We have knowledgeable, qualified playground consultants throughout the world who are available to help you before, during and after the sale. Landscape Structures has exclusive design software that features all of our parts and pieces in pull-down menus. With this software, your playground consultant can design a playground layout that meets not only your needs, but ASTM and CPSC standards as well. In addition, we have a full staff of NPSI-certified designers, along with 2D and 3D drawing capabilities and custom capabilities to assist you with your playground plans.

RETURN POLICY: As an indication of our commitment to our customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper® posts), as well as used or damaged parts. A 20% restock fee plus all return freight charges will apply to all product returns. NOTE: All parts are subject to inspection upon return. Parts returned damaged may not receive a full credit. For this reason, it is important that all returned parts are properly packaged to prevent damage while in transit.

PRODUCT CHANGES: Because of our commitment to safety, innovation, and value, we reserve the right to change specifications at any time.

PLEASE CONTACT US AT:

Landscape Structures Inc.
601 7th St. South
Delano, MN 55328-8605
888.438.6574 (inside the U.S.A.)
763.972.5200 (outside the U.S.A.)
playlsi.com





Landscape Structures Inc. ("Manufacturer") warrants that all equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:

20-Year Limited Warranty On all SkyWays® and CoolToppers® steel components against structural failure due to material or manufacturing defects.

10-Year Limited Warranty On SkyWays® and CoolToppers® fabric and thread against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration. This warranty is limited to the design loads as stated in the manual. Should the fabric need to be replaced under the warranty, Manufacturer will manufacture and ship a new fabric at no charge for the first 6 years, thereafter pro-rated at 18% per annum over the last 4 years. This warranty applies to standard colors only.

3-Year Limited Warranty On all other parts, including Rapid Release®, against failure due to corrosion/natural deterioration or manufacturing defects.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the equipment is erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc. Maintenance is particularly critical in regions where dirt and/or sand may cause abrasion of the fabric.

This warranty is void if conditions exceed local building codes.



2019 SkyWays® and CoolToppers® Shade Warranty

You have our word.

All the warranties commence on date of Manufacturer's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Manufacturer shall not be liable for any direct, indirect, special, incidental or consequential damages.

Manufacturer neither assumes nor authorizes any employee, representative or any other person to assume for Manufacturer any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranties stated above are valid only if the structures and/or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been exposed to saltwater or salt spray; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's designees in any respect which, in the judgement of Manufacturer, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605.

Signed:  President Date: 01/01/2019



Terms of Sale

PRICING: Landscape Structures' list prices do not include delivery and handling charges. Prices are subject to change without notice.

TERMS: To tax-supported institutions and those with established credit: net 30 days from the date of the invoice. 1.5% per month thereafter; freight charges are prepaid and applied to the invoice.

TAXES: Landscape Structures' list prices do not include applicable taxes, if any.

WEIGHTS: Weights are approximate and may vary.

DELIVERY: If delivery of the equipment is by common carrier, and there is damage or a shortage, notify the carrier at once and sign delivery documents provided by the carrier noting the damage or shortage. Most products are delivered on large pallets and will require a forklift or similar equipment to unload as a unit on the site.

INSTALLATION: All playstructures and/or equipment are delivered unassembled and packaged with recyclable materials. For a list of factory-certified installers in your area, please contact your Landscape Structures playground consultant.

SERVICE: We have knowledgeable, qualified playground consultants throughout the world who are available to help you before, during and after the sale. Landscape Structures has exclusive design software that features all of our parts and pieces in pull-down menus. With this software, your playground consultant can design a playground layout that meets not only your needs, but ASTM and CPSC standards as well. In addition, we have a full staff of NPSI-certified designers, along with 2-D and 3-D drawing capabilities and custom capabilities to assist you with your playground plans.

RETURN POLICY: As an indication of our commitment to our customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper® posts), as well as used or damaged parts. A 20% restock fee plus all return freight charges will apply to all product returns. NOTE: All parts are subject to inspection upon return. Parts returned damaged may not receive a full credit. For this reason, it is important that all returned parts are properly packaged to prevent damage while in transit.

PRODUCT CHANGES: Because of our commitment to safety, innovation, and value, we reserve the right to change specifications at any time.

PLEASE CONTACT US AT:

Landscape Structures Inc.
601 7th St. South
Delano, MN 55328-8605
888.438.6574 (inside the U.S.A.)
763.972.5200 (outside the U.S.A.)
playlsi.com





Warranties

For warranty questions or claims, contact us at 800-231-1327 or info@anovafurnishings.com.

Finish Warranties

FUSION ADVANTAGE FINISH: Seven-year warranty against rusting, peeling, chipping, cracking, mold, mildew, fading and defects in materials and/or workmanship.

POWDER COATED FINISH: Three-year warranty against rusting, peeling, chipping, cracking, mold, mildew, and defects in materials and/or workmanship; Seven-year warranty against fading.

GALVANIZED FINISH: Seven-year warranty against rusting, peeling, chipping, cracking, mold, mildew, fading and defects in materials and/or workmanship.

Structural Warranties

METAL COMPONENTS: Limited twenty-year structural warranty.

GALVANIZED COMPONENTS: Limited twenty-year structural warranty; compliant with ASTM A123.

RECYCLED PLASTIC COMPONENTS: Limited twenty-year structural warranty that also covers splitting, fungal decay, and insect damage.

THERMORY COMPONENTS: Limited ten-year structural warranty.

NATURAL STONE AND ROTOMOLDED PLASTIC COMPONENTS: Limited five-year structural warranty.

Product Warranties

Banners installed on Anova banner brackets: Three-year warranty.

Banners otherwise installed: One-year warranty.

Styrene signs: Three-year warranty.

Limitations

All warranties commence on the date the product is shipped.

Structural warranties are only valid if the product has been assembled and installed per the instruction provided with each shipment and item.

These warranties do not cover acts of misuse, abuse, accidents, lack of maintenance, vandalism or natural disasters.

Any alterations to the product after delivery will void these warranties.

Should any failure occur within these periods, Anova will correct the part or parts by repairing or replacing the defective parts.



DuMor, Inc. Standard Warranty

ALL PRODUCTS MANUFACTURED BY DuMOR, INC., ARE WARRANTIED AGAINST DEFECT IN MATERIALS AND/OR WORKMANSHIP AND IN ACCORDANCE WITH OUR PUBLISHED SPECIFICATIONS. DuMOR, INC. FURTHER WARRANTS OUR PRODUCTS AS FOLLOWS:

- LIMITED TWENTY-YEAR WARRANTY AGAINST STRUCTURAL FAILURE OF ALL STEEL BENCH FRAMES OR COMPLETE STEEL BENCH ASSEMBLIES, TABLE FRAMES, LITTER RECEPTACLE FRAMES, STEEL PLANTERS AND ALL CAST IRON AND ALUMINUM BENCH SUPPORTS.
- LIMITED FIVE-YEAR WARRANTY AGAINST STRUCTURAL FAILURE OF DOUGLAS FIR, REDWOOD AND IPE PRODUCTS.
- LIMITED TEN-YEAR WARRANTY AGAINST STRUCTURAL FAILURE OF RECYCLED PLASTIC—IT IS FURTHER WARRANTIED NOT TO DEGRADE, SPLIT, CRACK, OR SPLINTER DURING THIS PERIOD.
- LIMITED 3 YEAR WARRANTY ON STRUCTURAL FAILURE OF ALL BIKE RACKS.
- LIMITED ONE-YEAR WARRANTY ON ANY ITEM NOT SPECIFICALLY DISCUSSED ABOVE.

THE ABOVE WARRANTIES COMMENCE ON THE DATE OF INVOICE ISSUED FROM DuMOR, INC. SHOULD ANY FAILURE OCCUR WITHIN THE WARRANTY PERIOD, DuMOR, INC. SHALL, UPON WRITTEN NOTIFICATION FROM CUSTOMER, CORRECT THE PART(S) EITHER BY REPAIRING THE DEFECTIVE PART(S) OR BY SUPPLYING A NEW PART(S) WITHIN 60 DAYS OF RECEIPT OF THE WRITTEN NOTIFICATION. DuMOR, INC., SHALL, AT ITS EXPENSE, DELIVER THE REPAIRED OR NEW PART(S) TO THE JOB SITE. HOWEVER, DuMOR, INC., SHALL NOT BE RESPONSIBLE FOR PROVIDING LABOR OR INCURRING THE COST OF LABOR TO REMOVE THE DEFECTIVE PART(S) AND INSTALL THE REPAIRED OR NEW PART(S). ALL REPLACEMENT PARTS SHALL BE GUARANTEED FOR THE BALANCE OF THE ORIGINAL WARRANTY PERIOD.

THE WARRANTY IS VALID ONLY IF THE PRODUCTS HAVE BEEN ASSEMBLED AND INSTALLED PER DuMOR, INC., STANDARD INSTALLATION AND ASSEMBLY INSTRUCTIONS PROVIDED WITH EACH SHIPMENT AND IF THE PRODUCTS HAVE BEEN PROPERLY MAINTAINED AND INSPECTED ANNUALLY. THIS WARRANTY DOES NOT COVER CLAIMS FOR ITEMS HAVING BEEN SUBJECTED TO MISUSE, NEGLIGENCE, ACCIDENT, VANDALISM OR THAT HAVE BEEN MODIFIED, ALTERED OR REPAIRED BY ANYONE OTHER THAN DuMOR, INC.; ITS AUTHORIZED REPRESENTATIVE; OR OTHERS DESIGNATED BY DuMOR, INC., TO MODIFY, ALTER, OR REPAIR THE PRODUCT.

THIS WARRANTY DOES NOT COVER COSMETIC ITEMS, NOR DOES IT COVER CLAIMS DUE TO CHECKING, SPLITTING AND WARPING, WHICH ARE NATURAL TENDENCIES OF WOOD PRODUCTS.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS. IN ADDITION, NO OTHER WARRANTY, ORAL, WRITTEN OR IMPLIED, MAY BE SUBSTITUTED FOR THE WARRANTY STATED ABOVE. TO THE EXTENT PERMITTED BY LAW, DuMOR, INC., SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. ALL CLAIMS MADE UNDER THE TERMS OF THIS WARRANTY MUST BE RECEIVED IN WRITING ALONG WITH A COPY OF THE ORIGINAL INVOICE.

CLAIMS MUST BE SENT TO DuMOR, INC., ATTENTION CUSTOMER SERVICE, P. O. BOX 142, MIFFLINTOWN, PA 17059-0142.

GEG/WARR-STD 4/16

P.O BOX 142 Mifflintown, PA 17059-0142 • 717-436-2106 • 800-598-4018 • Fax:717-436-9839
E-mail: sales@dumor.com • www.dumor.com

ForeverLawn®



Closed Loop Warranty System - A warranty you can trust

A warranty is only as good as the company behind it. That is why the ForeverLawn warranty is the best in the industry.

With over ten years and tens of thousands of successful projects, ForeverLawn is proud to offer another ground-breaking industry first: the ForeverLawn Closed Loop Warranty System (CLWS).

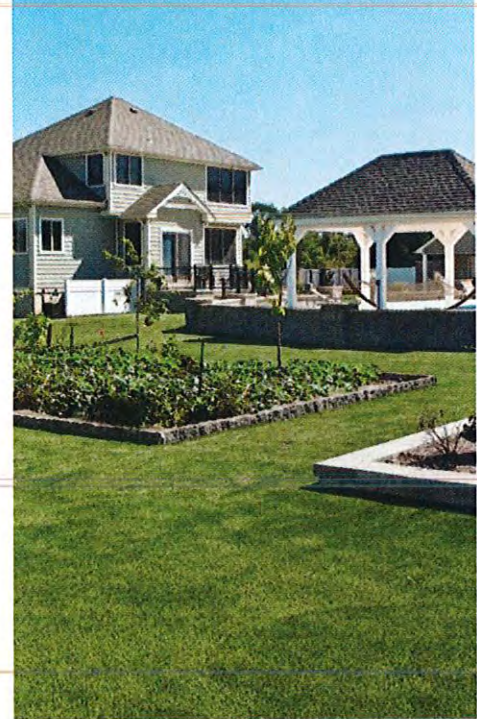
What makes our warranty superior?

- **Ultimate satisfaction**
- **True peace of mind**
- **Online warranty registration**
- **Superior tracking**
- **Full transferability**
- **Closes the loop between customer, installer and manufacturer**
- **From a company older than the warranty being offered**

The ForeverLawn CLWS isn't just a collection of words on paper, it is a thorough warranty system backing up a superior synthetic grass product. What else would you expect from a company built on integrity, quality, and innovation?

Our commitment goes beyond the paper.

Grass without limits.



"Because integrity is a core value of ForeverLawn, we stand behind every promise we make."



**Playground Turf
by
Irvine Wood Recovery**

Limited Warranty

This limited warranty applies to Irvine Wood Recovery's Engineered Wood Fiber product Playground Turf.

Playground Turf is warranted to meet the following specifications:

IPEMA Certified to ASTM F1292-04
Head Impact Attenuation Testing

IPEMA Certified to ASTM F 2075-04
Sieve Analysis Testing
Tramp Metal Testing, ASTM 2075/4.6

ADA WHEELCHAIR ACCESSIBILITY
ASTM F1951-99

Tested to 12" of thickness from a 12' fall height

100% Pre-Consumer Recycled Virgin Material

3,000,000 Liability Insurance



NO FAULT SAFETY SURFACE
PRODUCT WARRANTY

NO FAULT SPORT GROUP, LLC
3112 Valley Creek Drive, Ste. C
Baton Rouge, LA 70808
225-215-7760 www.nofault.com

Project Name: SAMPLE
Address: 0
City

NFSG Job No.: 16-xxxx-NFSS
Customer: 0
Date of Completion:

No Fault Sport Group, LLC ("NFSG") warrants to the original purchaser (established as "Customer" above) that the No Fault Safety Surface ("NFSS"), installed under the above referenced Project, will conform to the NFSS specifications and remain free from defects in materials and workmanship for a period of five (5) years, per the terms and conditions provided herein. This limited warranty is expressly made in lieu of any other warranties and is exclusive to the original Customer.

This limited warranty shall provide for repairs or replacement of any defective materials or workmanship in the surface area(s) that fail during the warranty period. This warranty shall commence on the date of substantial completion (as established above) and shall provide for one hundred (100%) of the cost to repair or replace the failed area(s) for a period of one year. Thereafter, the warranty covers eighty percent (80%) of the cost to repair the affected areas from the first anniversary of substantial completion until the second anniversary of substantial completion. Thereafter, the warranty covers sixty percent (60%) of the cost to repair the affected areas from the second anniversary of substantial completion until the third anniversary of substantial completion. Thereafter, the warranty covers forty percent (40%) of the cost to repair the affected areas from the third anniversary of substantial completion until the fourth anniversary of substantial completion. Thereafter, the warranty covers twenty percent (20%) of the cost to repair the affected areas from the fourth anniversary of substantial completion until the fifth anniversary of substantial completion, at which date NFSG's obligations under this warranty are terminated.

All warranty claims shall be made in writing to NFSG within thirty (30) days of the Customer's knowledge thereof. The written notification from the Customer shall include the following: the date of the first notice of the failure, details of the failure, photos of the failed area and a request for a warranty claim meeting with NFSG at the installation site (if applicable). NFSG shall determine the validity of all claims after sufficient evidence has been gathered. NFSG shall then replace, repair, or make a refund for any claims validated by it. Any refund, credit or allowance provided to the Customer on a warranty claim is exercisable only if said allowance is used to accommodate replacement with NFSG's then current surfacing system. NFSG's liability for warranty claims shall in no event exceed the cost of repair or replacement of such area(s) that have failed. Customer agrees that in no event shall NFSG have any liability to Customer for loss of use or loss of profits or any form of consequential damages.

Any dispute as to whether and to what extent there is a NFSS failure and subsequent valid warranty claim within the meaning of this warranty shall be initially dealt with by joint investigation and discussion between NFSG and Customer in order to achieve a mutually agreeable solution. If a solution cannot be reached within thirty (30) days, then either the Customer or NFSG may submit the matter to an accredited arbitrator who is a member of the American Arbitration Association and who shall make a determination in accordance with the rules and regulation of the American Arbitration Association. The decision of the Arbitrator shall be binding on both parties.

This warranty does not include normal wear and tear, discoloration or fading as a result of ultraviolet rays, shrinkage (which is an inherent characteristic of elastic rubber), any damages to the surface during the curing period, or improper sub-base design or construction, including but not limited to surface cracking along expansion joints or separating from an adjacent border, curb, walkway, or existing surface. If the underlying sub-base materials fail for any reason whatsoever (including hydrostatic pressure, cracking, shifting, heaving), then NFSG's warranty shall be rendered invalid.

NFSG is under no obligation or responsibility to repair and/or replace the NFSS product if damaged by lawn and landscaping equipment; vehicular traffic; vandalism (including burns, cuts, gouges, etc.); product misuse, abuse or alteration; improper drainage; improper or lack of maintenance; any foreign residue that may be deposited on the surface; any foreign matter from surrounding areas (i.e. any substance other than those indicated on NFSG's MSDS sheets) that may be siphoned through, migrated in, lodged in and/or harden the surface; sharp objects (high heels, spikes, etc.); use of unapproved cleaning materials; or acts of God.



NO FAULT SAFETY SURFACE
PRODUCT WARRANTY

NO FAULT SPORT GROUP, LLC
3112 Valley Creek Drive, Ste. C
Baton Rouge, LA 70808
225-215-7760 www.nofault.com

Project Name: SAMPLE
Address: 0
City

NFSG Job No.: 16-xxxx-NFSS
Customer: 0
Date of Completion:

Specifically regarding Underwater, Water Play, and Pool-deck applications, foreign or excessive chemicals in the water can cause potential damage to the NFSS product resulting in fading, chalking, bleeding, and/or degradation. Pool chemicals and water treatments such as "Ozone" and chlorine levels with a ppm of greater than 3 will harm and degrade the NFSS. NFSG will not warrant the NFSS product when foreign or excessive chemicals are used in or around the surface installation. NFSG will not warrant against mold or mildew caused by improper drainage and/or improper sloping around the pool area, sauna area, steam area or shower area. Recommended minimum slope for positive drainage is 2% for areas over 2000 SF.

Customer acknowledges that the limited warranty will be voided if the Customer fails to follow the NFSS Maintenance Guidelines (attached hereto); keep maintenance and impact attenuation testing records; or fails to make payment in a timely manner as per the terms and conditions of the agreed contract. Customer also acknowledges and agrees that it will not, under any circumstance, make alterations to the NFSS product without the written authorization of NFSG. Any unauthorized alteration by the Customer could result in the termination of any existing warranty for the NFSS and shall also give rise to the duty of the Customer to hold harmless, defend and indemnify NFSG from any claim, suit or cause of action, personal injury, death, or property damage arising out of or related to said alteration.

WARNING: Surface areas can become extremely hot due to exposure of direct sunlight. Shoes and/or socks must be worn at all times. Customer is responsible for proper supervision of children when in contact with the surface. In addition, warning signs are recommended to be posted in all areas to prevent small children from touching or crawling on to surface areas that may be hot due to extended sun exposure in excessive temperatures. During winter and/or seasons when temperatures fall below 32°F, the impact attenuation performance of the NFSS system can be compromised. In this case, it is recommended to discontinue use until surface is no longer frozen. No Fault Sport Group assumes no liability to such exposure of surfacing temperature as this should be monitored prior to use of surfacing. No Fault Sport Group also assumes no liability to the expansion and contraction of the surfacing during freeze/thaw events.

NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY REPRESENTATION OR PROMISES EXCEPT AS STATED HEREIN. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. NFSG SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES TO THE STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.

NO FAULT SPORT GROUP, LLC: _____
Jay Ratelle, Vice President of Operations

Warranty issue date: _____

TotTurf® Limited Warranty

Issued to:

~~(Franklin Academy Sunrise)~~

Robertson Industries, Inc. warrants that its TotTurf® safety surfacing installed at Franklin Academy Sunrise shall be free of defects in workmanship and materials for a period of 5 years limited, from July 28, 2015, provided that the surfacing is installed by Robertson Industries, Inc. This warranty includes unreasonable rubber deterioration (limited color fade), and surface brittleness resulting in cracking.

THE WARRANTY CONTAINED HERE IS EXPRESSLY IN LIEU OF (AND PURCHASER HEREBY WAIVES) ALL OTHER WARRANTIES, EXPRESSED, STATUTORY, OR IMPLIED IN FACT OR BY LAW, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PURCHASER FURTHER AGREES THAT IN NO EVENT SHALL ROBERTSON INDUSTRIES, INC. ON ANY CLAIM OF ANY KIND HAVE ANY LIABILITY TO BUYER FOR LOSS OF USE, LOSS OF PROFITS OR FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

The Purchaser and Robertson Industries, Inc. expressly agree that the remedies provided in this warranty are in lieu of all other remedies against Robertson Industries, Inc. which Purchaser might otherwise have, to include but not limited to, consequential damages, direct damages, and indirect damages, and further that Robertson Industries, Inc. sole obligations hereunder are limited to the repair or replacement of defective material. If the same material is not available Robertson Industries, Inc. reserves the right to supply material of a similar grade, color and quality. Unless reasonable written notice is provided to Robertson Industries, Inc., by purchaser of a warranty claim all claims shall be barred. Reasonable notice is defined as written notice received thirty (30) days from the date the defect was either discovered or should have been discovered with reasonable diligence.

THE WARRANTY DOES NOT COVER DAMAGE DURING THE CURING PROCESS (Unless specified per contract), SHRINKING OF LESS THAN 3/8", SLIGHT COLOR VARIATIONS INCLUDING AMBERING, COLOR FADING, DAMAGE DUE TO STAINS, BURNS, CUTS, GOUGES, AND INDENTATIONS CAUSED BY UNUSUAL USE, PROBLEMS CAUSED BY MOISTURE, ALKALI, HYDROSTATIC PRESSURE, CRACKING, SHIFTING OR LIFTING OF THE SUBSTRATE OVER WHICH THE SURFACING PRODUCT HAS BEEN INSTALLED. DAMAGE FROM VANDALISM AND EXCESSIVE WEAR AND TEAR EXCLUDED. THIS WARRANTY EXCLUDES TRANSFER STATION, SWINGS AND SLIDE EXITS.

MUST APPLY URETHANE TOP COAT (TOTTURF APPROVED) EVERY 18 MONTHS AND **SUPPLY DOCUMENTATION for Warranty Validation.**


Richard Hawley, Corporate VP/GM
Robertson Industries, Inc.





Robertson
Recreational Surfaces

A **PLA** CORE Company

Operational/Maintenance Manuals



Robertson
Recreational Surfaces

A **FLA CORE** Company

Why TotTurf® is the *Right Choice* for Your Playground Needs

1. We've been making playgrounds safe and accessible since 1991 with TotTurf, our rubberized playground surfacing, and we have been rewarded with a reputation for excellence. Why choose any other product?
2. We use only the highest quality raw materials, produced to our specifications, by the best vendors in the rubber industry.
3. We install our own product. Our installation professionals are company trained and average three or more years of experience. We do not subcontract, certify, franchise, or in any other way allow others to install TotTurf.
4. All of our sales and management staff are Certified Playground Safety Inspectors through the National Playground Safety Institute.
5. Our prices are competitive.
6. We offer "Robbie," a customized maintenance program designed to help extend the life of your surfacing.
7. We are committed to your satisfaction.
8. We honor our warranty commitments.
9. We are the only surfacing company that provides Talkin' TotTurf, a device that makes your surfacing interactive with children's play.
10. Overall, we provide better quality and services because of our dedication, experience and commitment to our customers. We take pride in the safety and play quality we provide for the thousands of children who play on our surfaces daily. We embrace the fact that our success depends on your satisfaction.

Safety surfacing is a major investment in your playground and risk management programs. Don't settle for low quality materials and craftsmanship. Purchase a proven product.

Make TotTurf® your choice for playground surfacing.

Corporate Office: 2414 West 12th Street • Suite 5 • Tempe, AZ 85281

Toll Free: (800) 858.0519 • (602) 340-8873 • Fax: (602) 340-0402

www.totturf.com



Robertson Recreational Surfaces

A P.L.A. CORE Company

Routine Maintenance Poured-in-Place

Because poured-in-place surfacing has many positive inherent features if installed correctly at the proper critical depth for the play equipment, it is important to keep it as near to installation quality as possible. These positive features may include proper, continuous impact attenuation; a level, accessible, firm, stable, and slip-resistant surface; proper porosity or drainage provisions; attractive surface color combinations, patterns and designs; and long-term durability.

The presence of foreign objects and deposits can quickly diminish these qualities. These include a wide range of items, from sand, dirt, and stones to leaves, tree sap, chewing gum, bird droppings, urine and blood, scuff marks, tar, and common park maintenance products such as gasoline or grease. The longer these items are left on the surfacing, the more damage they cause, so prompt maintenance is important.

Principal key to effective poured-in-place surface maintenance: Keep Loose Debris Off

Loose debris such as sand, dirt, and small stones on top of unitary surfacing can reproduce slip hazards. In addition, fine particles can accumulate in porous openings and clog important drainage features of some surfaces, as can matting materials such as leaf litter. These particles can also be abrasive; they accelerate wear and shorten surface life. It is recommended that a regular periodic removal of this loose debris be done. It is best to vacuum porous surfaces to clear the permeable openings as well as removing top litter, but blowing can also be an effective means of achieving this. Dry sweeping or scrubbing will remove the loose litter, but can force more fine particles into porous openings of some surfaces. This should be done at least every two-three weeks, but may be necessary more often if conditions warrant.

A basic routine maintenance equipment and supply kit for poured-in-place surfaces

Maintenance divisions with several playgrounds that have unitary surfaces may find it useful to establish a standard routine maintenance kit for these areas. Here is a recommended list of equipment and supplies for such a kit:

- Lawn vacuum or blower for porous surfaces or soft-bristle push broom for non-porous surfaces
- Disposable rags
- Disposable gloves
- 2 cleaning and rinsing buckets
- 2 small reusable pump spray containers (for vinegar and hydrogen peroxide)
- Aerosol spray cleaner (Formula 409™ has been highly recommended)
- Orange oil cleaner
- Liquid detergent
- Powder cleaning compound (Borax™ has been highly recommended)
- STPP (Sodium Tripolyphosphate)
- White Vinegar (5% acid; available at grocery stores)
- Hydrogen Peroxide (3% solution; available at drug stores)
- Paste or powder cleanser (Goop™ and Bon Ami™ have been highly recommended)

It is important that the maintenance division obtains the MSDS for each of these chemical products from the manufacturer, includes them in all chemical in-service training, and has them on file for future reference. The quantities of these cleaning products will depend upon the amount of unitary surfacing to be maintained.

Use the right cleaner for problem deposits

Elbow grease is always useful, but it helps to use the right cleaner to remove problem deposits or spills on unitary surfacing. Briefly, here's what is recommended for the following problems on unitary surfacing:

Bird droppings or other excrement: Do not attempt to loosen any dry excrement that is stuck to the surfacing; this could cause disease-causing fungus in the deposition to become air-borne. Wear disposable gloves. Remove any loose excrement. Scrub deposits with dampened Bon Ami™, Borax™ or STPP and then wash with a Borax™ or STPP solution. Soak up residue with disposable rags. Disinfect by spraying on hydrogen peroxide and let stand for at least two minutes, then spraying again with vinegar and let stand for at least two minutes. (Do not mix these together; spray separately for best results.) Soak up residue with disposable rags. Double rinse with clean water.

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A P.A. CORE Company

Blood Wear disposable gloves. Remove and disinfect by spraying on hydrogen peroxide and let stand for at least two minutes, then spraying again with vinegar and let stand for an additional two minutes. Soak up residue with disposable rags. Double rinse with clean water.

Chewing gum: Apply dry ice (regular ice isn't as effective) to freeze the gum and chip it from the surface and remove it.

Gasoline: Wash with a detergent and water. Soak up with disposable rags. Double rinse with clean water.

Grass stains: Apply orange oil cleaner. Work in and soak up with disposable rags. Double rinse with clean water.

Moss / Algae / Mildew / Mold: Saturate with hydrogen peroxide and let stand for at least five minutes. Repeat using vinegar. Soak up with disposable rags. Double rinse with clean water.

Scuff marks. Scrub with dampened Bon Ami™, Borax™, or STPP. Double rinse with clean water.

Soda or juice: Saturate with Formula 407™. Work in and soak up with disposable rags. Then wash with a liquid detergent, Borax™ or STPP solution. Double rinse with clean water.

Tar / crayon / lipstick / tree sap / motor oil / grease. Apply one or more of the following: orange oil cleaner, Goop™, or Formula 407™. Work in and soak up with disposable rags. Then scrub with dampened Bon Ami™, Borax™ or STPP. Double rinse with clean water.

Urine / vomit / nasal discharge: Wear disposable gloves. Wash with a Borax™ or STPP solution. Soak up residue with disposable rags. Disinfect by spraying on hydrogen peroxide and let stand for at least two minutes, then spraying again with vinegar and let stand for an additional two minutes. (Do not mix these together; spray separately for best results.) Soak up residue with disposable rags. Double rinse with clean water.

Avoid harmful solvents and cleaning products

The following are effective cleaning agents but they are not recommended on most unitary safety surfaces. They may be detrimental to the surfacing because, over time, they could break down the polyurethane binding component and may lead to de-plasticization of the EPDM rubber. Most are not environmentally friendly. Some also change the appearance of the cleaned area compared to the rest of the surface, or make the surface very slippery:

- Acetate
- Chlorine bleach
- Naphtha
- Ammonia
- Glycerin
- Petroleum Jelly/Distillates
- Benzene
- Lighter fluid
- Turpentine
- Carbon tetrachloride
- Mineral spirits
- WD40

Maintenance for Snow and Ice Conditions

(added January 1, 2003 by Robertson Industries, Inc.)

To remove ice or snow, Calcium Chloride is an acceptable solution. Please follow the manufacturer's instructions for proper use.

The information provided here is condensed from *Maintaining Safe Play*, the course manual of the new NPSI Playground Maintenance Service Program. Course availability, locations, and schedules will be posted later this fall on the NRPA website www.nrpa.org under "Education/training".
Research conducted by Monty Christiansen



Robbie Maintenance Program

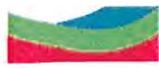
Description	Application	Value
Roll Coat	Rolled application, using an aliphatic based urethane. Recommended for use every 12-18 months.	This revolutionary system is rolled on clear, is quick to dry, and we can cover larger areas in the same amount of time as a typical installation. Top layer of pad will be rejuvenated helping to protect you from costly future repairs. Also helps to prevent holes, cracks and aranulation.
Design, Repair and Spray Coat	Choose from a variety of shapes and colors to repair holes or tears in the surface.	Instead of installing an entirely new surface, we can easily fix the problem with a fun shape or design.
Re-Top	Damaged rubber is removed and new wear course granules are placed directly over the existing surface.	Cost effective method of repairing the safety surface without needing a complete replacement of the wear course and cushion I
Demolish and Repair	Required when the surface is old and worn out, not had quality maintenance care, or was not installed properly.	This option is for pads that need to be completely replaced. Existing surfaces are replaced with new cushion and wear course materials.
TotTurf Repair Kit	Repair kit includes wear course granules, urethane, a trowel and instructions.	A repair kit is for small, simple repairs allowing the customer to fix the damaged area themselves. Repair kits are shipped directly from our Service Centers to your faci

A Poured in Place surface does need routine maintenance to keep it in excellent condition. We want to help you do that which is why we have created the Robbie Maintenance Program. Please call your local TotTurf Sales Manager or 1-800-858-0519 for more information. You may also visit our website www.totturf.com



Robertson
Recreational Surfaces

A FLA CORE Company



Robertson
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A FLA CDRC COMPANY

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One Year Limited Warranty on Installation

Robertson Recreational Surfaces warrants the installation for a period of ONE (1) year from the date of synthetic turf install. This limited warranty includes the base (if applicable) installed by Robertson. If Sub-Base issues occur such as: sink holes, not properly filled fence post holes or playground poles, or sprinkler systems issues, this is the responsibility of the owner.

8 YEAR TURF MANUFACTURER'S LIMITED WARRANTY

WARRANTIES, TERMS AND CONDITIONS

Manufacturer warrants to the Ultimate Consumer/Owner that its products are guaranteed against all defects in workmanship for a period of 8 years from the date of installation. Manufacturer further warrants that its product is guaranteed not to exhibit UV degradation or loss of tensile strength greater than 50 percent during said time period, and further guarantees that its product will not have a pile height decrease in excess of fifty percent (50%) as a result of normal wear and tear with properly maintained infill levels as required. API Standards related to pile fiber height shall be established pursuant to ASTM Test D5823.

The life expectancy of artificial grass is dependent on the intensity of use, as well as local climatic conditions. The more a product is being used and the harsher the climate, the quicker its lifetime will pass. The intensity of use is a combination of several factors including the usage in hours per day, the number of people that sport or play (simultaneously) on the pitch, the type of sport or play and the type of footwear that is used.

For Care and Maintenance see the Synthetic Turf Council Maintenance Manual at www.syntheticurfCouncil.org.

LIMITATIONS ON WARRANTY

While Robertson Recreational Surfaces Installs products manufactured by vendors that use current manufacturing techniques, fibers, and other component materials appropriate to the production of artificial turf and related components, this warranty is subject to limitations and conditions set forth below for the products supplied by the manufacturer. Contractors and owners must take special consideration to onsite exclusions that fall outside the warranty; section IV, including installation of turf and substructures. Please refer to the limitations and exclusions that void the warranty in sections 2, 4, 5, and 6.



1. Conditions Precedent to Manufacturer Honoring Any Claim under Warranty.

NOTICE

- A. If an observable manufacturing defect appears in the product at the time of delivery or prior to or during installation, including but not limited to tears, rips, holes, fabric distortion, color mismatch, the manufacturer must be notified immediately and installation should cease. For any such defect occasioned by the manufacturing process, Manufacturer will authorize a return of uninstalled, non-complying product and replace the same as soon as practicable, or make right at the manufacturer's choice. For damages occasioned in transit or by others, see section 6F.
- B. In the event of any latent or hidden defect which shall appear after installation at any time during the eight year warranty period, Manufacturer should be notified and shall have thirty (30) days to inspect and test the product, and at its sole option upon acceptance of responsibility for a claim under this warranty, shall repair, replace or adjust subject to the terms set forth below.

Should the Manufacturer elect to adjust the claim, the Manufacturer will pay to the Ultimate Consumer/Owner one hundred percent (100%) of the wholesale cost of replacement turf fabric at any time a notice of claim has been received and accepted during the first year of use, and remaining repair or replacement requests are based on normal wear and tear over the life of the warranty.

2. Additional Terms and Limitations of Warranty.

- A. Except as provided in the paragraphs below (Sections 2B, 2C and 2D), the Manufacturer warrants to the Ultimate Consumer/Owner that any of Manufacturer's first quality goods will be merchantable, and that any of Manufacturer's first quality goods will conform to the specifications of those goods as set forth in Manufacturer's PRODUCT SPECIFICATION SHEET on file at Manufacturer's corporate office available to Ultimate Consumer/Owner upon request. Any specifications set forth shall be subject to change as to future orders. Request for specification sheet should be made by Retailer, Contractor or Installer on behalf of Ultimate Consumer/Owner to Manufacturer for each order presented. THE EXPRESS WARRANTIES CONTAINED IN THIS DOCUMENT ARE IN LIEU OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY, USE AND FITNESS FOR ANY PARTICULAR PURPOSE SOLD AS BETWEEN MANUFACTURER AND ULTIMATE CONSUMER/OWNER. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE TERMS HEREOF.



- B. IF ANY LANGUAGE ON THE FACE OF THE INVOICE INDICATES THAT THE GOODS DESCRIBED THEREON ARE SECONDS, OFF GOODS, OFF QUALITY, DISCOUNTS, ETC. THEN THE MANUFACTURER SPECIFICALLY EXCLUDES ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR THE PURPOSE FOR WHICH THE GOODS ARE INTENDED, AND EXCLUDES ALL IMPLIED WARRANTIES OF ANY KIND ARISING IN ANY WAY FROM A COURSE OF DEALING OR USAGE OF TRADE, SAID GOODS BEING SOLD "AS IS".
- C. If the goods ordered by the Ultimate Consumer/Owner are sold "as per sample" or manufactured to specifications provided to the Manufacturer by others, Manufacturer warrants only that the goods will meet the sample standard or the specifications provided. IN SUCH EVENT, THE MANUFACTURER UNDERTAKES NO RESPONSIBILITY FOR THE GOODS EXCEPT WITH RESPECT TO DEFECTS WHICH MAY OCCUR AS A DIRECT RESULT OF ITS MANUFACTURING PROCESS. ADDITIONALLY, THE MANUFACTURER ASSUMES NO RESPONSIBILITY THAT THE GOODS WILL BE FIT FOR ANY PARTICULAR PURPOSE INTENDED, OR WILL OTHERWISE BE MERCHANTABILITY OR FIT FOR ANY PARTICULAR USE. ULTIMATE CONSUMER/ OWNER SHALL LOOK SOLELY TO THAT ENTITY WHICH DESIGNED AND/OR INSTALLED, AND/OR PROVIDED SPECIFICATIONS OR COMPONENT PRODUCTS TO THE MANUFACTURER OUT OF WHICH ANY CLAIM MAY ARISE. MANUFACTURER SHALL BE RESPONSIBLE ONLY FOR COMPLYING WITH SPECIFICATIONS IN ULTIMATE CONSUMER/OWNER'S ORDER.
- D. Manufacturer's warranty extends only to the Ultimate Consumer/Owner, and shall not extend to any contractor, retailer or installer. Contractor, retailer or installer shall have no authority to make representations to the Ultimate Consumer/Owner on behalf of the Manufacturer. See also, Georgia law provisions in Section 9 hereof.
- E. The contractor, and/or installer who sells or installs the Manufacturer's product shall be required to deliver this warranty to the Ultimate Consumer/Owner. The Ultimate Consumer/Owner may obtain a copy of this warranty from the Manufacturer upon request. The contractor and installer assume all responsibility to the Ultimate Consumer/Owner in the event of failure of delivery of this warranty to the Ultimate Consumer/Owner or for any loss to Ultimate Consumer/Owner caused by their acts, omissions or representations. If the name and address of the Ultimate Consumer/Owner are made known to the Manufacturer by the retailer, contractor and installer, the Manufacturer will provide a copy of this warranty to the Ultimate Consumer/Owner at the address provided.



- F. In no event will Manufacturer be liable for any consequential damages, lost profits, lost revenue, loss of use, the labor cost of removal, the labor cost of replacement of its product, or freight. In no event shall the maximum of Manufacturer's liability exceed the wholesale purchase price of its product, less time use adjustments described herein.
- G. Manufacturer is not liable for ANY OTHER WARRANTIES. The warranty provided herein is the sole and exclusive manufacturer's warranty.

3. Additional Warranties.

- A. To the maximum extent permitted by law, Manufacturer assigns to the Ultimate Consumer/Owner, without recourse, any and all warranties provided to it by component manufacturers, including but not limited to, fibers, primary backing, secondary backing, and adhesives received from the manufacturer.
- B. All goods will be produced under terms and conditions which satisfy the requirements of the Fair Labor Standards Act of 1938, as amended.
- C. Seller warrants that all goods supplied hereunder destined for use in the Dominion of Canada conform to the specifications of Section Eight of the Hazardous Products Act.
- D. Buyer and Seller agree that goods are destined for use in any country other than Canada or the United States, that this contract has been made in the United States, and are to be governed by the Uniform Commercial Code and Georgia law.

4. Conditions Which Will Void Manufacturer's Warranty.

- A. Failure to follow notice and claims procedure set forth above, paragraphs 1A and B.
- B. **IMPROPER TURF INSTALLATION:**
Installation is a critical element in providing the Ultimate Consumer/Owner with a serviceable playing field which will last and perform well. Manufacturer recommends that the Ultimate Consumer/Owner or the contractor/retailer, engage professional assistance to test and examine the base and the fines for suitability of installation, drainage and compaction, and that the Ultimate Consumer/Owner, contractor or retailer select a



competent, experienced and responsible installer and carefully inspect the installer's work in terms of seaming, application and quantity of adhesives, application and quantity of in-fill at the time of installation. Do not install in extremes of weather, heat in extreme temperatures, cold below 40 degrees, or in conditions of ice, snow, rain or high wind. Use only approved adhesives which have not been exposed to extremes of temperature in shipment and storage, and which are freshly made and properly blended in original containers. Do not use old, left over or salvaged adhesives. Regardless of the quality of the field, it will not be serviceable if it is improperly installed.

C. IMPROPER INFILL:

As referred to herein, improper installation shall include, but shall not be limited to, failure to distribute and maintain in-fill products at the correct in-fill level per specification and ASTM F 1936.

D. IMPROPER SUB STRUCTURES:

Inadequate design or failure of sub-base which may cause wear and drainage issues, and specific installation defects which are agreed do not constitute manufacturing defects under the control of the Manufacturer, including failure of seams, inlaid lines and other field markings (factory manufactured logos excepted unless altered on job site), failure of adhesion of fabric to subsurface, buckling resulting from installation or thermal expansion and contraction, inadequate in-fill, and slow percolation rates.

5. Limitations on Warranty Repairs.

A. Authorized repairs do not extend or reset the manufacturer's warranty.

B. Unauthorized repair techniques may cause further damage to product and void warranty.

6. Miscellaneous Limitations and Exclusions.

A. Use of improper cleaning materials or maintenance methods which will degrade fabric or fabric color.

B. Use of acid, chemicals, herbicides or pesticides which will degrade fabric or fabric color.

C. Excessive static or dynamic loads which will crush or compact the fabric and in-fill, specifically including but not limited to such items as operation of vehicles, rollers, wagons, carts, horses and livestock on the surface of the field.



D. High traffic areas on baseball fields and in batting cages are susceptible to excessive wear if footwear is used that have metal cleats, spikes or similar projections other than conventional rubber-knob cleats designed for football, soccer or baseball which do not exceed ½ inch in length. High Wear includes pitcher's areas, fungo areas, batter's boxes or any section of turf where excessive traffic is in concentrated areas.

E. Application of excessive heat from various heat sources, field heaters, or other secondary reflective devices.

F. Transit Damages:
Merchandise damages in transit from Manufacturer should not be returned to the point of origin. All claims for transit damage should be made against the carrier.

Manufacturer is not responsible for damage in transit. This includes, but is not limited to rips, tears and/or any damage that results from jamming of product into freight containers or stacking the product higher than three (3) rolls high, which results in crushing or degradation of seam areas. Likewise, core damage is not the Manufacturer's responsibility. Claims for core damage must be made against the carrier.

G. Manufacturer and Ultimate Consumer/Owner agree that the following do not constitute manufacturing defects: Soiling, mold, mildew, extrinsic staining, extrinsic water marks, pile crushing, fuzzing, pitting, shedding, damage due to excessive brushing, any form of post-installation abuse not specified herein, and shading which results from different dye lots not called to the Manufacturer's attention prior to installation.

H. Appropriate footwear should be used. This means that the players should wear studded sole shoes or other "turf" appropriate footwear.

Using shoes with flat soles or other inappropriate footwear will accelerate the wear of the artificial grass field drastically.

I. Concentrated high wear areas identified as likely candidates for repair excluded from warranty provisions include, but not limited to, goal areas, penalty kicks, batters boxes, drill areas, under swings, at the end of slide exits, around transfer stations or any areas of concentrated use that could attribute to abnormal wear and tear.

J. Repair, removal or alteration for repair of the field or subsurface without prior written consent of the Manufacturer.

K. We cannot guarantee matching dye lots for repairs done after installation/usage. Matching dye lots may no longer be



available after installation/usage. It is recommended that the Ultimate Consumer/Owner purchase additional turf for attic stock to be used for any minor repairs due to normal wear and tear.

7. Arbitration.

In the event of any dispute arising under this contract, the parties agree to binding arbitration by a single, independent, experienced, commercial arbitrator appointed by Judicial Arbitration & Mediation Services, Inc. ("JAMS"), One Atlantic Center, Suite 2650, Atlanta, Georgia, 30309, to be held at JAMS' offices in Atlanta, Georgia, or at the JAMS office closest to the site of installation, as agreed upon by the parties in writing. For information, please see www.jamsadr.com for a complete list of locations. Should arbitration occur, the parties will equally share the arbitrator's fees and expenses.

8. Entirety, Modification and Waiver.

- A. No terms, prices or conditions other than those stated in this document, and no agreement or understanding in any way modifying the terms and conditions herein stated shall be binding on the Manufacturer, except if such modifications are made in writing on Manufacturer's stationary and signed by an officer of Manufacturer.
- B. No modification or waiver of the terms and conditions contained herein shall be deemed affected by the Ultimate Consumer/Owner's documents containing other or different terms. Acceptance by the Manufacturer of any order from the Ultimate Consumer/Owner is expressly limited to the terms and conditions contained herein. In the event Manufacturer shall be deemed to have accepted Ultimate Consumer/Owner's order, then the Ultimate Consumer/Owner's order is expressly conditioned to the Ultimate Consumer/Owner's assent to the terms and conditions hereof. No gratuitous accommodation by Manufacturer shall waive Manufacturer's rights to insist upon the terms hereof.

9. Georgia Law

Regardless of appropriate jurisdiction or venue, Manufacturer, and as appropriate, retailer, contractor and Ultimate Consumer/Owner agree that any contract resulting from Manufacturer's acceptance of order and any warranties shall be construed and governed exclusively according to the substantive laws of the State of Georgia, the United States of America, including arbitration standards described in the following paragraph, and to be held in Atlanta Georgia, or at the JAMS office closest to the site of installation.



Porter Corp Limited Warranty and Limitations

Porter Corp provides a 10-year pro-rated limited warranty from shipping date with the following limitations. Porter Corp limits its warranty to the supply of materials that will assemble according to sealed engineered drawings and installation instructions, and can be assembled with normal expertise and with tools required and found in the construction trades. It is expressly understood that Porter Corp's liability be limited to repair or replacement of nonconforming material at time of delivery.

Porter Corp does not warrant product for defects caused by erection, harsh site conditions, lack of maintenance, and/or other conditions beyond Porter Corp's control. Porter Corp will not be held responsible for any materials that were not properly stored prior to installation. Porter Corp reserves the right to void the limited warranty if it not installed per the installation instructions and/or unauthorized modifications.

Porter Corp shall not be held liable for field alterations. Porter Corp shall only be liable for meeting the building code indicated on the sealed engineered drawings.

Any replacement part under warranty is warranted for the remaining original warranty period or six (6) months, whichever is longer.

Under certain conditions (snow, wind, and the like), Fabric tops may be required to be taken down. The sealed engineered drawings and installation instructions will need to be referenced for design parameters. Porter Corp shall not be responsible to cover damage caused by failure to remove the top as required.

This Limited Warranty supersedes all other warranties expressed or implied.

The warranty on items not manufactured by Porter Corp (i.e. metal roofing, shingles, wood shelters, fabric and thread as applicable), will be as passed through Porter Corp's supplier as per their warranty; contact Customer Service for this Supplier Warranty.

This Limited Warranty is conditional upon payment in full to Porter Corp within terms. Liability under this Warranty is limited in that it shall not exceed the original sales price of the components as supplied by Porter Corp.



Poli-5000 Paint System 10 Year Limited Warranty for Structural Steel Shelters

This limited warranty is for the factory applied Poli-5000 powder coating. Poli-5000 powder coat paint system by Porter Corp of Holland, Michigan has been applied to steel entirely as an 'in-house' process. Poli-5000 finish has been applied over hot rolled structural steel parts and has been tested to meet or exceed the ASTM Standards illustrated in Figure 1.

This pro-rated limited 10 year warranty is intended to define the obligations and limitations of the purchaser as well as the obligations and limitations of the supplier. This limited warranty is only valid if Porter Corp has been paid in full for the cost of the shelter.

Damage occurring from shipping, erection, vandalism, accidents, or field modifications will require field touch-up immediately and periodically thereafter, which is not covered in this limited warranty.

Exposed nuts and bolts will either be supplied with a light plating or powder coating. It is the responsibility of the contractor to paint and/or touch up the nuts and bolts after erection and these must be maintained by the customer.

The 10-year limited warranty will exclude buildings erected at sites where salt air, corrosive environment, high humidity or sprinkler systems come in contact with the shelter.

Failure to maintain finish system with annual touch-up and documented maintenance procedures will void the limited warranty.

Not covered by this limited warranty are acute angles, end plates, and other accessories that are prone to minor defects on occasions and will require touch-up by owner.

Failure of the coating will be defined when at least 8% of the total coated surface has significant loss of performance or appearance characteristics when compared to the original finish. Rust stains from roof trim, screws, and screw holes do not constitute a failure.

If a claim is made for paint failure a complete document must be provided by the owner. If a site visit is required by Porter Corp the travel expenses will be covered by the customer prior to travel taking place. However, should the failure be determined to be under the limited warranty the customer will be reimbursed for these expenses.

In the case of a failed paint system, Porter Corp will repaint the structure with its best in-house system providing that the owner dismantles the structure and returns it to Porter Corp. Porter Corp will refinish the structure and ship it back to job site at their expense. The refinishing will not extend the original warranty of the paint system. The owner is responsible for erecting the building at their expense. As an alternative, Porter Corp will pay customer up to the cost of the original paint system on a pro-rated basis for time left of the 10 year limited warranty.



Poli-5000 Finish System Performance and Specifications
Figure 1

Test Description	Test Method	Poli-5000 Results
Salt Spray Resistance	ASTM B 117/ ASTM D 1654 Method 2 (scraping)	10,000 hours, no creep from scribe line, rating of 10
Humidity	ASTM D2247-02	5,000 hours with no loss of adhesion or blistering
Light UV/ Resistance	ASTM G154-04 2000 hours exposure. Alternate cycles (4 hours UVC and 4 hours condensation)	a) No chalking b) 75% color retention c) Color variation-maximum 3.0 E variation CIE formula (before and after 2,000 hours exposure)
Stain Resistance	ASTM D1308-02e1 24 hours exposure with 10% concentration	No stain from following: Mustard, Tannic Acid, Catsup, Citric Acid, Coffee, Tartaric Acid, Pepsi Cola, Beer, Oleic Acid, Lactic Acid, Orange Juice
Scratch Resistance	Hoffman Scratch Hardness Tester	No substrate appearance with 1,000 gram load
Adhesion	ASTM D3359-02	ASTM Class 4B rating or better
Resistance Impact	ASTM D2794-93	10 in-lbs. w/o cracking
Hardness	ASTM D3363-92a	2H min-no indentation
Flexibility	ASTM D522-93a	1/8" no cracking/loss of adhesion at bend
Abrasion	Taber abraser CS10 Wheel (1,000 mg load)	14 mg. max weight loss per cycle
Solvent Resistance	50+ MEK rubs	Minimal to no dulling or color removal

VITRITURF

Sample Warranty

Project Name: Main Street USA Playground

Owner:

Location:

City and State: Anytown, USA

Date Installation Completed:

Contractor:

Vitriturf warrants to the owner of the project name described above, subject to the conditions, and limitations stated herein, as follows:

That the Vitriturf System will not lose its bond from approved substrates and that the system will be fade-resistant so long as surface integrity is maintained; and that the system will not crack as a result of normal weather conditions and normal traffic pattern use. This warranty does not cover defects or damage caused by failure of the substrate, vandalism or misuse of the system. This system was developed to provide a resilient monolithic cushioned surface. Any other use of this system not explicitly authorized in writing by the company will not be warranted in any manner whatsoever.

The foregoing warranty shall continue for a period of (based on specification) year(s) commencing with the date of completion of the above stated system. In order to mitigate any warranty defects the owner, within the warranty period, must provide Vitriturf with written notice of any such defects within thirty (30) days of discovery.

The foregoing warranty does not cover defects of damage caused by: (1) structural or design defects; (2) misuse, vandalism, civil disobedience, acts of war; (3) acts of God, including lightning, hurricanes, tornados, earthquakes, fumes, flood, chemical fumes or foreign substances in the atmosphere or by other unusual natural occurrences. The obligations contained hereinto not cover any material used on the system which was not supplied by Vitriturf unless specifically identified above.

Any claim of defect in material in the system must be made in writing to Vitriturf as set forth above within the warranty period. This warranty will not cover damage resulting from the application, repair or subsequent work on the surface without written notice from Vitriturf of the methods and materials to be used and the party who will apply those materials. During the term of the warranty, Vitriturf, its agents, employees, and assigns shall have the right to inspect the system during business hours. If Vitriturf or its agents have not been paid by the contractor or owner for this project, the warranty will be null and void due to lack of consideration; however should payment be made in full with all associated late fees and collection fees and costs, the warranty will remain as previously stated from the date of completion.



Warranty Information

Statement of Limited Warranty for USA SHADE Products

1. The structural integrity of all supplied steel is warranted for ten years.
2. If assembly is provided by the Company, workmanship covering the labor for the removal, assembly, and cost of shipping will be covered for one year.
3. All steel surface finishes are warranted for one year.
4. Shadesure™, Colourshade® FR, Extreme 32™, Commercial 95™, SaFRshade™ and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
 - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated warranty;
 - Fabrics attached to Coolbrella structures carry a three year warranty;
 - Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
 - Preconstraint 502™ waterproof material is subject to an eight year pro-rated warranty
5. Sewing thread is warranted for ten years.

General Limited Warranty Terms and Conditions

- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.
- In its sole discretion, the Company will repair and/or replace defective structures, products, or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to

replace the warranted fabric. The Company does not warranty that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.

- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the company at warranty@usa-shade.com for more details.
- All warranty claims covering Company-supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect, and must include a detailed description and photographs of the alleged defect or problem. Warranty claims should be submitted by email to: warranty@usa-shade.com.
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:
 - the supplied structures, products, services and/or labor are not paid for in full;
 - the structures are not assembled in strict compliance with USA SHADE specifications;
 - any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company— specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.
- These limited warranties do not cover defects and/or damages caused by:
 - normal wear and tear;
 - misuse, willful, or intentional damage, vandalism, contact with chemicals, cuts, or Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
 - ice, snow, or wind loads in excess of the designed load parameters engineered for the supplied structures;
 - use, maintenance, neglect, repair and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.
- The limited warranties explicitly exclude:
 - workmanship related to assembly not provided by the Company or its agents;
 - fabric curtains, valances, and flat vertical panels;
 - fabric canopies installed on structures that were not engineered and originally supplied by the Company.
- **THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT**

GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.

- **THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.**

Colourshade ® and Extreme 32™ are registered trademarks of Multiknit Pty. Ltd.

Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc.

Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.

Preconstraint 502™ is a registered trademark of Serge Ferrari North America, Inc.



REP SERVICES, INC.

Experts at Play & Outdoor Spaces

Playground Turf (Engineered Wood Fiber)

2019 Price List

Price per cubic yard: \$30.00

Price does not include delivery or installation.

Specifications for Playground Turf
IPEMA Certified to ASTM F1292-04
Head Impact Attenuation Testing
Required for IPEMA Certification

IPEMA Certified to ASTM F 2075-04
Sieve Analysis Testing
Required for IPEMA Certification
Tramp Metal Testing, ASTM 2075/4.6
Required for IPEMA Certification
ADA WHEELCHAIR ACCESSIBILITY
ASTM F1951-99

Tested to 12" of thickness from a 12' fall height
100% Pre-Consumer Recycled Virgin Material
3,000,000 Liability Insurance
Written Quality Assurance Program
Installation Instructions
Installation is not included in price above



REPSE-1

OP ID: FRCA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/09/2018

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

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

PRODUCER Alexander Insurance Agency 541 S. Orlando Ave., Suite 206 Maitland, FL 32751 Peter Katauskas	407-629-4825	CONTACT NAME: Peter Katauskas PHONE (A/C, No, Ext): 407-629-4825 E-MAIL ADDRESS: pkatauskas@alexfinancial.com FAX (A/C, No): 407-629-5407														
INSURED Rep Services, Inc. 581 Technology Park #1009 Lake Mary, FL 32746-6239	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Insurance Co of SE</td> <td style="text-align: center;">38261</td> </tr> <tr> <td>INSURER B: Hartford Insurance Company</td> <td style="text-align: center;">22357</td> </tr> <tr> <td>INSURER C: Travelers Indemnity Co of Amer</td> <td style="text-align: center;">25666</td> </tr> <tr> <td>INSURER D: Evanston Insurance Company</td> <td style="text-align: center;">35378</td> </tr> <tr> <td>INSURER E: Lloyd's</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Insurance Co of SE	38261	INSURER B: Hartford Insurance Company	22357	INSURER C: Travelers Indemnity Co of Amer	25666	INSURER D: Evanston Insurance Company	35378	INSURER E: Lloyd's		INSURER F:	
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INSURER F:																

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		21SBABK3355	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ see below
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		21UECHV0794	08/01/2018	08/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		MKLV3EUL100843	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nrh) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N / A		UB-3J747620	08/01/2018	08/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input checked="" type="checkbox"/> Products & C/Ops		3C32545	08/01/2018	08/01/2019	Occ/Agg \$1m/\$2M
E	<input checked="" type="checkbox"/> Errors & Omissions		ANE1939938	04/26/2018	04/26/2019	Claim/Agg \$1M/\$1M

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

Proj: 2

CERTIFICATE HOLDER

CLAYCOB

Clay County Board of
 County Commissioners
 477 Houston Street
 Green Cove Springs, FL 32043

CANCELLATION

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

AUTHORIZED REPRESENTATIVE