

**CITY OF RIVIERA BEACH CITY COUNCIL  
AGENDA ITEM SUMMARY**

MEETING DATE: December 1, 2010

AGENDA ITEM SUMMARY NO. H10-121-3

- |   |  |
|---|--|
| <input type="checkbox"/> AWARDS / PRESENTATIONS / PETITIONS | <input type="checkbox"/> REGULAR                   |
| <input checked="" type="checkbox"/> CONSENT                 | <input checked="" type="checkbox"/> RESOLUTION     |
| <input type="checkbox"/> PUBLIC HEARING                     | <input type="checkbox"/> DISCUSSION & DELIBERATION |
| <input type="checkbox"/> ORDINANCE ON SECOND READING        | <input type="checkbox"/> BOARD APPOINTMENT         |
| <input type="checkbox"/> ORDINANCE ON FIRST HEARING         | <input type="checkbox"/> WORKSHOP                  |

**SUBJECT: AWARD THE PURCHASE AND INSTALLATION OF A NEW PLAY SYSTEM FOR DAN CALLOWAY RECREATIONAL COMPLEX.**

**RECOMMENDATIONS/MOTION:** Staff recommends that City Council Authorize the Interim Finance Director to appropriate fund balance in the Park and Recreation capital fund balance for the purchase of a new play system in the amount of \$49,973.50 from Miracle Recreation Equipment Company of Fort Lauderdale, Florida by "piggy-backing" from the Palm Beach County School Board Bid 10C-54B; and authorize Mayor and City Clerk to execute the proposed material and installation agreement.

**INTER-DEPARTMENTAL APPROVAL REVIEW & DATE**

Asst. ♦City Manager <i>PNW 11/22/10</i>	Library
♦City Attorney <i>PHL 11/22/10</i>	Marina
♦City Clerk <i>CN 11/23/10</i>	Police
Community Development	Public Works
♦ Finance <i>11-19-2010</i>	♦Purchasing <i>BM 11-19-10</i>
Fire	♦Parks & Recreation <i>[Signature]</i>
Human Resources <i>[Signature]</i>	Utility District
Information Systems	Other

APPROVED BY CITY MANAGER: *[Signature]* DATE: 11-22-10

Originator: Purchasing <i>BM</i>	Costs: <u>\$49,973.50</u>	District Board Actions: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/conditions
User: Parks and Recreation <i>[Signature]</i>	Current FY: <u>2011</u> Funding Source:	<input type="checkbox"/> Denied <input type="checkbox"/> Tabled to <input type="checkbox"/> Referred to Staff
Advertised: <input checked="" type="checkbox"/> Not Required	<input checked="" type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input type="checkbox"/> Other	Attachments: 1. Resolution 2. Contract 3. Palm Beach Count School Board Bid Award 4. Equipment Quotation
Affected Parties <input checked="" type="checkbox"/> Notified <input type="checkbox"/> Not Required	Budget Account Number: 602-0539-513-0-4508	

**BACKGROUND/SUMMARY**

The Department of Park and Recreation is in need of a new play system located at The Dan Calloway Recreational Complex. The previous play system was destroyed by arson.

**Agenda Item Summary No. H10-121-3**  
**Background/Summary**  
**Award of Play System**  
**December 1, 2010**  
**Page 2**

**Currently, there is no play system at Dan Calloway for youth users. Staff recommends that Council authorize the purchase and installation of a new play system at Dan Calloway Recreational Complex and award the contract to Miracle Recreation Equipment Company of Fort Lauderdale, Florida. Staff is recommending the appropriation and use of fund balance from the City's Lost Fund to finance the purchase.**

**Based on their qualifications and consistent with the City Procurement Code 2412, Article 9, Section 9-107 "Contract Prices established by Other Governmental Units" Purchasing, recommends a contract be awarded to Miracle Recreation Equipment Company of Fort Lauderdale, Florida for the purchase and installation of a play system and two (2) benches in the amount of \$49,973.50.**

EXHIBIT A-1

II. FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	<u>\$49,973</u>	<u>\$ 0</u>	<u>\$0</u>	<u>\$ 0</u>	<u>\$0</u>
Operating Costs	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
External Revenues	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
Program Income (City)	<u>NA</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
In-Kind Match (City)	<u>NA</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
NET FISCAL IMPACT	<u>\$49,973</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
NO. ADDITIONAL FTE POSITIONS (Cumulative)		<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Is Item Included In Current Budget?				Yes <input type="checkbox"/>	No. <input checked="" type="checkbox"/>
Budget Account No.:	Fund <u>602</u>	Dept/Division <u>0539</u>	Org. <u>5130</u>	Object <u>4508</u>	
Reporting Category:					

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Play system funding will come from the City's Lost Fund Reimbursable Account. (Insurance Reimbursement)

C. Departmental Fiscal Review: \_\_\_\_\_

III. REVIEW COMMENTS

A. Finance Department and/or Purchasing/Intergovernmental Relations/Grants Comments:

*Mydian Reynolds*  
 Finance Department

\_\_\_\_\_  
 Purchasing and Grants

B. Other Department Review:

\_\_\_\_\_  
 Department Director

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE PURCHASE OF A NEW PLAY SYSTEM FOR DAN CALLOWAY RECREATIONAL COMPLEX FROM MIRACLE RECREATION EQUIPMENT COMPANY OF FORT LAUDERDALE, FLORIDA IN THE AMOUNT OF \$49,973.50 BY PIGGY BACKING FROM THE PALM BEACH COUNTY SCHOOL BOARD BID NO. 10C-54B; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO APPROPRIATE FUND BALANCE FROM THE CITY'S LOSS FUND ACCOUNT 602-0539-513-0-4508 IN THE AMOUNT OF \$49,973.50; AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE THE MATERIALS AND INSTALLATION CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the previous play system at Dan Calloway was destroyed by arson beyond repair; and

**WHEREAS**, Section 9-107 of the City's Procurement Ordinance #2412, provides for the procurement of goods, services, and equipment by utilizing contract pricing and terms established by other governmental agencies "Piggy Backing"; and

**WHEREAS**, this "Piggy Back" purchase will provide a New Play System for Dan Calloway Recreational Complex for youth users to utilize.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA THAT:**

**SECTION 1.** The City Council hereby accepts and approves the proposal from Miracle Recreation Equipment Company of Fort Lauderdale, Florida for the purchase and installation of a new play system at Dan Calloway Recreational Complex in the total amount of \$49,973.50.

**SECTION 2.** The Interim Finance Director is authorized to appropriate fund balance from the City's Loss Fund account in the amount of \$49,973.50.

**SECTION 3.** The City Council authorizes the Interim Finance Director to make payment from Account No. 602-0539-513-0-4508.

**SECTION 4.** This Resolution shall take effect upon its passage and approval by the City Council.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2010

RESOLUTION NO. \_\_\_\_\_  
PAGE 2

APPROVED:

\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

\_\_\_\_\_  
DAWN S. PARDO  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

\_\_\_\_\_  
JUDY L. DAVIS  
CHAIR PRO TEM

\_\_\_\_\_  
BILLIE E. BROOKS  
COUNCILPERSON

\_\_\_\_\_  
CEDRICK A. THOMAS  
COUNCILPERSON

\_\_\_\_\_  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

D. PARDO \_\_\_\_\_

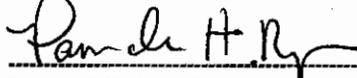
J. DAVIS \_\_\_\_\_

B. BROOKS \_\_\_\_\_

C. THOMAS \_\_\_\_\_

S. LOWE \_\_\_\_\_

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/22/10

## MATERIALS AND/OR SERVICE AGREEMENT

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of December, 2010 by and between MIRACLE RECREATION EQUIPMENT COMPANY, hereinafter referred to as **"Independent Contractor,"** whose mailing address is 4581 Southwest 24<sup>TH</sup> Avenue, Fort Lauderdale, Florida 33312 and the **CITY OF RIVIERA BEACH, FLORIDA**, a municipal corporation, hereinafter referred to as **"City,"** whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

**WHEREAS**, Palm Beach County School Board posted an Invitation to Bid, to wit, Bid No.: 10C-54B, hereinafter the "Bid" for playground equipment, surfacing, shade structures and fitness trails , the terms of which are incorporated herein by reference; and

**WHEREAS**, Independent Contractor was the successful responsible bidder; and

**WHEREAS**, the Bid allowed for and encouraged the successful bidder to extend such terms and conditions to other governmental agencies; and

**WHEREAS**, Independent Contractor desires to extend such to the City.

In consideration of the mutual covenants and promises set forth herein, the parties to this agreement do hereby agree as follows:

1. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the Bid.
2. To the extent that there exists a conflict between the Bid and this Agreement, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.
3. That the City does hereby retain the services of the Independent Contractor for the purpose of providing and installing one (1) Custom Kit Kids Choice 5-12 Unit 23\_40465614109 and two (2) six foot (6') benches with back in-ground located at Dan Calloway Recreational Complex as set forth more fully in Exhibit "A" attached hereto and incorporated herein by reference.
4. Work must begin within ten (10) calendar days from the date of receipt of official notice to proceed and shall be carried on at a rate to insure its full completion within (60) days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this agreement.
5. If the contract work is not fully complete according to the terms of this Agreement within the limits herein stipulated, the Independent Contractor shall pay the City, not as a penalty, but as liquidated damages, a sum equal to one hundred dollars (\$100) for each day elapsing between expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in section 21, herein.
6. The City agrees to compensate the Independent Contractor in the amount of \$49,973.50, as set forth in more detail in the fee proposal, attached hereto as Exhibit "B". The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. The City shall not reimburse the Independent Contractor for any travel costs incurred as a direct result of the Independent Contractor providing deliverables to the City in pursuance of the scope of work contained in herein or in an exhibit.
7. This Agreement may be terminated by either party with or without cause upon thirty days (30) days prior written notice. In the event that the City terminates this Agreement, for any reason whatsoever, the

Independent Contractor understands and agrees that he/she shall not receive any further compensation beyond the termination date. This shall be true even where there are remaining months under the terms of this Agreement.

8. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the work to be performed pursuant to the terms of this Agreement from any federal, state, regional, county, or city agency.

9. The Independent Contractor represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

10. All of the services required hereunder shall be performed by the Independent Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

11. The Independent Contractor agrees that that it is fully responsible to the City for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Independent Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the City.

12. All of the Independent Contractor's personnel (and all Subcontractors) while on City premises will comply with all City requirements governing conduct, safety and security.

13. The City is exempt from payment of Florida State Sales and Use Taxes. The City will sign an exemption certificate submitted by the Independent Contractor. The Independent Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Independent Contractor authorized to use the City's Tax Exemption Number in securing such materials.

14. Prior to execution of this Agreement by the City the Independent Contractor shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the Independent Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City's representative. Compliance with the foregoing requirements shall not relieve the Independent Contractor of its liability and obligations under this Agreement.

15. The Independent Contractor shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect the Independent Contractor from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Independent Contractor or by anyone directly employed by or contracting with the Independent Contractor.

16. The Independent Contractor shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the Independent Contractor from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Independent Contractor or by anyone directly or indirectly employed by the Independent Contractor.

17. The Independent Contractor shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.

18. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the Independent Contractor shall specifically include the City as an "Additional Insured."

19. The Independent Contractor shall indemnify and save harmless and defend the City, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the Independent Contractor, its agents, servants, or employees in the performance of services under this Agreement.

20. The Independent Contractor further agrees to indemnify, save harmless and defend the City, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the Independent Contractor not included in the paragraph above and for which the City, its agents, servants or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

21. The Independent Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Independent Contractor or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions. Upon the Independent Contractor's request, the City shall consider the facts and extent of any failure to perform the work and, if the Independent Contractor's failure to perform was without it or its subcontractors fault or negligence, as determined by the City, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time. If the Independent Contractor is delayed at any time in the process of the work by any act or neglect of the City or its employees, or by any other contractor employed by the City, or by changes ordered by the City or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the Independent Contractor's control, or by delay authorized by the Engineer pending negotiation or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the City may decide. In the case of continuing cause of delay, only one (1) claim is necessary.

22. The Independent Contractor does not have the power or authority to bind the City in any promise, agreement or representation other than as specifically provided for in this Agreement.

23. The City reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Independent Contractor of the City's notification of a contemplated change, the Independent Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall effect the Independent Contractor's ability to meet the completion dates or schedules of this Agreement. If the City so instructs in writing, the Independent Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the City's decision to proceed with the change.

24. If the City elects to make the change, the City shall initiate an Agreement Amendment and the Independent Contractor shall not commence work on any such change until such written amendment is signed by the Independent Contractor and approved and executed by the City Manager for the City.

25. All materials and/or work to be furnished and/or installed by the Independent Contractor under this Agreement shall be guaranteed by the Independent Contractor for a period of one year from the date of final acceptance thereof by the City against defects in design, workmanship, or materials. Upon receipt of notice from the City of failure or defect of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the Independent Contractor at no expense to the City. In the event the Independent Contractor fails to make the necessary repairs or replacements within 30 days after notification by the City, the City may accomplish the work at the expense of the Independent Contractor.

26. The Independent Contractor shall continuously maintain adequate protection of all work from damage, and shall protect such work and the City' property from injury or loss arising during the term of the

Agreement. Except for any such damage, injury, or loss which may be directly due to errors caused by the City or employees of the City, the Independent Contractor shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

27. Until acceptance of the work by the City, the City's property shall be under the charge and care of the Independent Contractor and the Independent Contractor shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the Independent Contractor shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the City.

28. This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County.

29. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

30. If any action, whether in law, equity or otherwise, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

31. Time is of the essence in all respects under this agreement.

32. Failure of the City to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of City's right to enforce or exercise said right(s) at any time thereafter.

**THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY**

**AGREEMENT WITH THE CITY OF RIVIERA BEACH**

**IN WITNESS WHEREOF**, the Parties unto this Agreement have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH

MIRACLE RECREATION EQUIPMENT COMPANY

BY: \_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

BY: \_\_\_\_\_  
JIM PEFFERMAN  
VICE PRESIDENT

ATTEST:

(SEAL)

BY: \_\_\_\_\_  
CARRIE E. WARD, MMC  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

BY: *Pamela H. Ryan*  
PAMALA H. RYAN  
CITY ATTORNEY

BY: \_\_\_\_\_  
BENJAMIN GUY  
PURCHASING DIRECTOR

DATE: 11/22/10



## Equipment Quotation

**Sales Representative**

Miracle of South Florida  
 Connie Brown  
 4581 SW 25th Avenue  
 Fort Lauderdale, FL 33312  
 Phone: (954) 367-3057 Fax: (954) 987-0976

Quote Number: 23105163  
 Quote Date: 10/14/2010  
 Customer Number  
 Terms of Sale:  
 Customer Class: 1. Parks & Rec  
 Shipping Method: Best Way  
 Freight Terms: Prepaid  
 Approximate Ship Date:  
 Cust PO Num:

**Prepared For:** Riviera Beach Purchasing  
 2391 Avenue "L"  
 Riviera Beach, FL 33404

**Location:** Dan Calloway Park Opt 2  
 1420 W 10th Street  
 West Palm Beach, FL 33404

pwilson@rivieracbch.com

**Payment/Accounting Contact:** Pierre Wilson (561) 845-4180

**Shipping/Delivery Contact:**

Quantity	Item Number	Description	Price Each	Price Total
2	Bench	6' Bench w/back-Inground (delivered)	\$457.25	\$914.50
1	CustomUnit	Kids Choice 5-12 Unit 23_40465614109	\$47,276.00	\$47,276.00

**Equipment Total:** \$48,190.50  
**Freight:** \$4,102.00  
**Installation:** \$9,500.00  
**Discount:** \$11,819.00  
**SubTotal:** \$49,973.50  
**Grand Total:** \$49,973.50

**Special Colors:**

Please provide a copy of your sales tax exempt certificate w/order.

**Notes:**

Prices do not include site preparation, building permits and related fees, underground line location, surfacing, site security, remove/repair/replace fence, landscape, or sod, storage. Pricing per Palm Beach County School Board Bid 10C-54B.

*I hereby authorize Miracle Recreation Equipment Company to ship the equipment listed above for which I agree to pay the total amount specified. I will be responsible for receiving all merchandise from the Miracle truck. Payment terms are Net-30 days from invoice date with approved credit. Non-taxable customers will provide proper tax exemption certificate to Miracle Recreation. Purchase orders and payments should be made payable to the order of Miracle Recreation Equipment Company.*

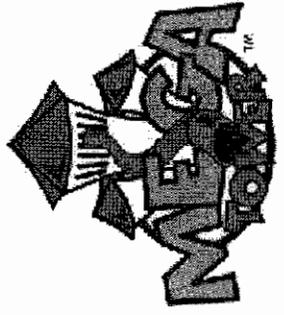
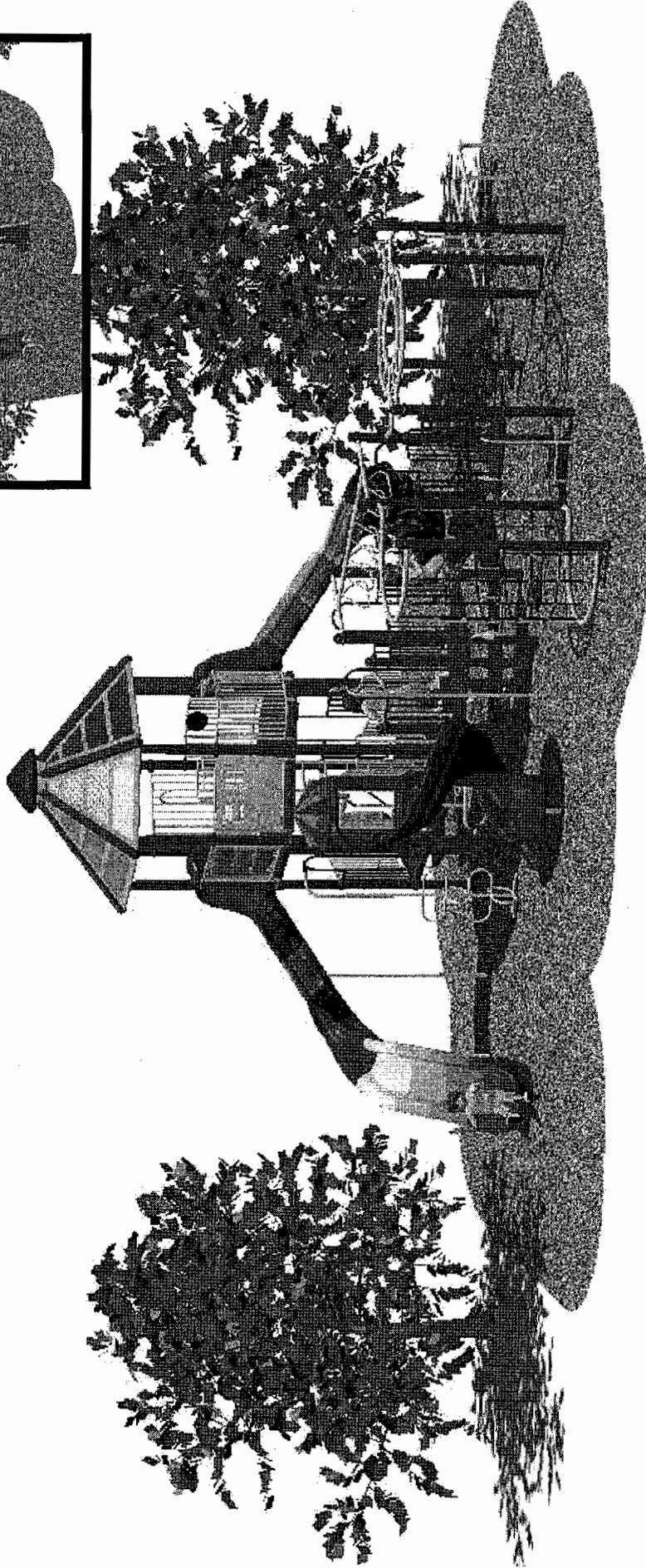
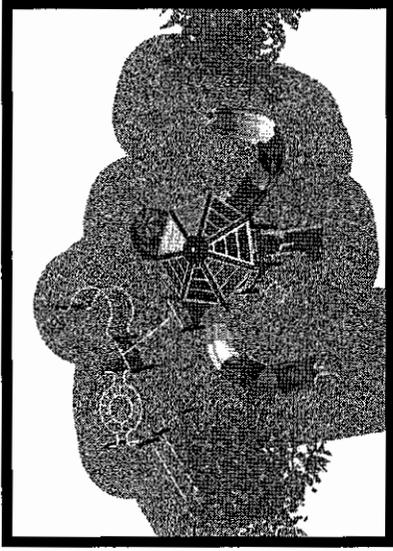
Accepted By

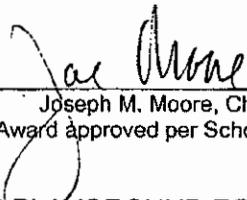
Printed Name

Date

*Thank you for the opportunity to provide this quote!*

**Dan Calloway MegaTower**  
Riviera Beach, FL




 Date: 5/4/10  
 Joseph M. Moore, Chief Operating Officer  
 Award approved per School Board Policy 6.14

**INVITATION TO BID NO.: 10C-54B – TERM CONTRACT FOR PLAYGROUND EQUIPMENT,  
SURFACING, SHADE STRUCTURES & FITNESS TRAILS - REVISED**

DATE: April 21, 2010  
DATE SOLICITED: March 17, 2010

DATE OPENED: April 7, 2010  
DATE POSTED: April 22, 2010

CONTRACT PERIOD: May 3, 2010 through May 2, 2015  
REQUESTING DEPARTMENT: Various Schools & Departments

**FINANCIAL IMPACT**

The estimated annual financial impact to the District budget is \$5,000,000. The source of funds is the various schools and departments budgets.

Items to be purchased include playground equipment, outdoor fitness equipment, shade structures, fitness trails, installation, site preparation, dig-out and excavation, sand, concrete for the pads and sidewalks, surfacing for ADA accessibility and the installation of the surfacing. The equipment is bid at a firm percentage discount off list price plus freight and installation. Surfacing, surfacing installation and all site prep is bid at a firm rate per square foot. The bid establishes a pool of pre-qualified vendors to furnish and install shade structures and fitness trails as requested. The project coordinator for the school site manages each project. All equipment and surfacing are approved by Risk Management.

**AWARD RECOMMENDATION / TABULATION**

<b>VENDOR</b>	<b>MINORITY STATUS</b>	<b>ITEM 1</b>	<b>ITEM 2</b>	<b>ITEM 3</b>	<b>ITEM 4</b>
(Ace Surfaces)		---	---	---	---
American Recreational Solutions, Inc.	---	<u>9%</u>	<u>5%</u>	<u>Various</u>	N/A
Apollo Sunguard Systems	8	<u>5%</u>	No Bid	No Bid	No Bid
Bliss Products & Services, Inc.	---	<u>12.5%</u>	<u>35%</u>	<u>Various</u>	N/A
Christensen Systems	---	No Bid	No Bid	No Bid	No Bid
Columbia Cascade Company	---	<u>12%</u>	No Bid	No Bid	No Bid
D.W. Recreation Services, Inc.	---	No Bid	<u>25%</u>	No Bid	No Bid
Gametime	---	<u>15% - \$15,00 &amp; up</u> <u>10% \$14,999 &amp; less</u>	<u>25%</u>	<u>Various</u>	N/A
Lanier Plans, Inc. dba Korkat, Inc.	---	<u>10% Playland</u>	<u>28%</u>	<u>Various</u>	N/A

		<u>5% H2O</u>			
Leadex Corporation	---	<u>4% Playcraft</u> <u>2% Sportsplay</u> <u>(1% Landscape)</u>	<u>34%</u>	<u>Various</u>	N/A
Miracle Recreation Equipment Company	---	<u>20%</u>	<u>40%</u>	<u>Various</u>	<u>\$2.00 per sq ft</u>
No Fault Sport Group, LLC	---	No Bid	No Bid	<u>Various</u>	N/A
Play It Safe	6	<u>10% Union Land</u> <u>8% Exccent Play</u> <u>8% Sports Play</u>	<u>29%</u>	<u>Various</u>	N/A
Playmore West, Inc.	---	<u>10% \$10,000 &amp; up</u> <u>2% less than \$10,000</u>	<u>35%</u>	<u>Various</u>	N/A
PlayPower LT Farmington, Inc.	---	<u>10%</u>	No Bid	<u>Various</u>	N/A
RCP Shelters, Inc.	---	No Bid	No Bid	No Bid	No Bid
Regal Contractors, Inc.	---	No Bid	<u>28%</u>	<u>Various</u>	N/A
Rep Services, Inc.	---	<u>3%</u>	<u>36%</u>	<u>Various</u>	N/A
Shade Systems, Inc.	---	No Bid	No Bid	No Bid	No Bid
SkyShades of South Florida	6	No Bid	No Bid	No Bid	No Bid
Southeast Surfacing & Recreation LLC	---	No Bid	<u>Various</u>	<u>Various</u>	N/A
Spectra Contract Flooring	---	(10%)	(5%)	<u>\$10.99 per sq ft - turf &amp; \$9.99 per sq ft - PIP</u>	N/A
Sports Systems International, Inc.	---	<u>5%</u>	<u>75%</u>	<u>Various</u>	N/A
Sun Shade, Inc.	---	No Bid	No Bid	No Bid	No Bid
Superior Park Systems, Inc.	---	<u>5% Superior Park Systems &amp; Recreation Creations</u>	<u>75%</u>	<u>Various</u>	N/A
Taylor Supply LLC	---	<u>7% Childforms</u>	No Bid	No Bid	No Bid

		<u>&amp; Blue Valley Industries</u>			
TofTurf by Roberson Industries, Inc.	---	No Bid	No Bid	<u>Various</u>	N/A
West Construction, Inc.	---	<u>5%</u>	<u>25%</u>	<u>Various</u>	N/A

<u>VENDOR</u>	<u>ITEM 5</u>	<u>ITEM 6</u>	<u>ITEM 7</u>	<u>ITEM 8</u>	<u>ITEM 9</u>
(Ace Surfaces)	---	---	---	---	---
American Recreational Solutions, Inc.	No	No Bid	No Bid	<u>\$1.50 per sq ft</u>	No Bid
Apollo Sunguard Systems	No	No Bid	No Bid	No Bid	No Bid
Bliss Products & Services, Inc.	<u>Yes</u>	<u>7%</u>	<u>35%</u>	<u>\$1.75 per sq ft</u>	<u>\$55.00 per cubic yard</u>
Christensen Systems	No	No Bid	No Bid	No Bid	No Bid
Columbia Cascade Company	No	<u>12%</u>	No Bid	No Bid	No Bid
D.W. Recreation Services, Inc.	No	No Bid	<u>25%</u>	<u>\$1.50 per sq ft</u>	<u>\$30.00 per cubic yard</u>
Gametime	<u>Yes</u>	<u>15% - \$15.00 &amp; up</u> <u>10% - \$14,999 &amp; less</u>	<u>25%</u>	<u>\$1.25 per sq ft</u>	<u>\$28.00 per cubic yard</u>
Lanier Plans, Inc. dba Korkat, Inc.	No	<u>10%</u>	<u>10%</u>	<u>\$1.73 per sq ft</u>	No Bid
Leadex Corporation	<u>Yes</u>	<u>2% Playcraft</u> <u>1% Sportsplay</u> <u>(1% Landscape Structures)</u>	<u>40%</u>	<u>\$1.38 per sq ft</u>	<u>\$45.00 per cubic yard</u>
Miracle Recreation Equipment Company	<u>Yes</u>	<u>10%</u>	<u>40%</u>	<u>\$1.50 per sq ft</u>	<u>\$75.00 per cubic yard</u>
No Fault Sport Group, LLC	No	No Bid	No Bid	No Bid	No Bid
Play It Safe	<u>Yes</u>	<u>10%</u>	<u>27%</u>	<u>\$1.60 per sq ft</u>	<u>\$62.00 per cubic yard</u>
Playmore West, Inc.	<u>Yes</u>	<u>10%</u> <u>\$10,000 &amp;</u>	<u>35%</u>	<u>\$2.50 per sq ft</u>	<u>\$65.00 per cubic yard</u>

		<u>up 2% less than \$10,000</u>			
PlayPower LT Farmington, Inc.	No	<u>10%</u>	No Bid	No Bid	No Bid
RCP Shelters, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid
Regal Contractors, Inc.	<u>Yes</u>	No Bid	<u>28%</u>	<u>\$2.00 per sq ft</u>	<u>\$40.00 per cubic yard</u>
Rep Services, Inc.	<u>Yes</u>	<u>3%</u>	<u>36%</u>	<u>\$2.50 per sq ft</u>	<u>\$50.00 per cubic yard</u>
Shade Systems, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid
SkyShades of South Florida	No Bid	No Bid	No Bid	No Bid	No Bid
Southeast Surfacing & Recreation LLC	No	No Bid	<u>35%</u>	<u>\$2.25 per sq ft</u>	No Bid
Spectra Contract Flooring	No	No Bid	No Bid	No Bid	No Bid
Sports Systems International, Inc.	No	<u>5%</u>	<u>75%</u>	<u>\$.95 per sq ft</u>	<u>\$28.00 per cubic yard</u>
Sun Shade, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid
Superior Park Systems, Inc.	<u>Yes</u>	<u>5% Superior Park Systems &amp; Recreation Creations</u>	<u>75%</u>	<u>\$1.05 per sq ft</u>	<u>30.00 per cubic yard</u>
Taylor Supply LLC	No Bid	<u>7%</u>	No Bid	No Bid	No Bid
TofTurf by Roberson Industries, Inc.	No	No Bid	No Bid	No Bid	No Bid
West Construction, Inc.	No	<u>5%</u>	<u>25%</u>	<u>\$1.75 per sq ft</u>	<u>\$33.00 per cubic yard</u>

<b>VENDOR</b>	<b><u>ITEM 10</u></b>	<b><u>ITEM 11</u></b>	<b><u>ITEM 12</u></b>	<b><u>ITEM 13</u></b>	<b><u>ITEM 14</u></b>
(Ace Surfaces)	---	---	---	---	---

American Recreational Solutions, Inc.	<u>\$21.00 per linear ft</u>	<u>\$12.50 per linear ft</u>	<u>\$6.50 per sq ft</u>	No Bid	<u>\$90.00 per cubic yard</u>
Apollo Sunguard Systems	No Bid	No Bid	No Bid	No Bid	No Bid
Bliss Products & Services, Inc.	<u>\$20.00 per linear ft</u>	<u>\$19.50 per linear ft</u>	<u>\$6.00 per sq ft</u>	No Bid	<u>\$23.00 per cubic yard</u>
Christensen Systems	No Bid	No Bid	No Bid	No Bid	No Bid
Columbia Cascade Company	No Bid	No Bid	No Bid	No Bid	No Bid
D.W. Recreation Services, Inc.	<u>\$15.00 per linear ft</u>	<u>\$9.00 per linear ft</u>	<u>\$4.00 per sq ft</u>	<u>\$75.00 per linear ft</u>	<u>\$15.00 per cubic yard</u>
Gametime	<u>\$1.00 per linear ft</u>	<u>\$12.00 per linear ft</u>	<u>\$6.00 per sq ft</u>	<u>\$85.00 per linear ft</u>	<u>\$75.00 per cubic yard</u>
Lanier Plans, Inc. dba Korkat, Inc.	<u>\$4.60 per linear ft</u>	<u>\$15.60 per linear ft</u>	<u>\$4.36 per sq ft</u>	No Bid	<u>\$16.10 per cubic yard</u>
Leadex Corporation	<u>\$16.80 per linear ft</u>	<u>\$15.00 per linear ft</u>	<u>\$4.50 per sq ft</u>	<u>\$65.00 per linear ft</u>	<u>\$30.00 per cubic yard</u>
Miracle Recreation Equipment Company	<u>\$13.00 per linear ft</u>	<u>\$13.00 per linear ft</u>	<u>\$7.00 per sq ft</u>	No Bid	<u>\$40.00 per cubic yard</u>
No Fault Sport Group, LLC	No Bid	No Bid	No Bid	No Bid	No Bid
Play It Safe	<u>\$24/6" wide &amp; \$10/4" wide per linear ft</u>	<u>\$16.00 per linear ft</u>	<u>\$6.00 per sq ft</u>	No Bid	<u>\$39.00 per cubic yard</u>
Playmore West, Inc.	<u>\$20.00 per linear ft</u>	<u>\$12.00 per linear ft</u>	<u>\$6.00 per sq ft</u>	<u>\$100 per linear ft</u>	<u>\$65.00 per cubic yard</u>
PlayPower LT Farmington, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid
RCP Shelters, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid
Regal Contractors, Inc.	<u>\$9.00 per linear ft</u>	<u>\$15.00 per linear ft</u>	<u>\$5.00 per sq ft</u>	<u>\$80.00 per linear ft</u>	<u>\$16.00 per cubic yard</u>
Rep Services, Inc.	<u>\$11.25 per linear ft</u>	<u>\$18.75 per linear ft</u>	<u>\$6.25 per sq ft</u>	<u>\$100.00 per linear ft</u>	<u>\$20.00 per cubic yard</u>
Shade Systems, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid
SkyShades of South Florida	No Bid	No Bid	No Bid	No Bid	No Bid
Southeast Surfacing & Recreation LLC	<u>\$22/6" wide &amp; \$15/4" wide</u>	<u>\$40.00 per linear ft</u>	<u>\$5.50 per sq ft</u>	<u>\$40.00 per linear ft</u>	<u>\$45.00 per cubic yard</u>

	<u>per linear ft</u>				
Spectra Contract Flooring	No Bid	No Bid	No Bid	No Bid	No Bid
Sports Systems International, Inc.	<u>\$25/6" wide &amp; \$13/4" wide per linear ft</u>	<u>\$23.00 per linear ft</u>	<u>\$4.05 per sq ft</u>	<u>\$33.00 per linear ft</u>	<u>\$20.00 per cubic yard</u>
Sun Shade, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid
Superior Park Systems, Inc.	<u>\$29/6" wide &amp; \$13.75/4" wide per linear ft</u>	<u>\$27.00 per linear ft</u>	<u>\$5.50 per sq ft</u>	<u>\$32.00 per linear ft</u>	<u>\$22.00 per cubic yard</u>
Taylor Supply LLC	No Bid	No Bid	No Bid	No Bid	No Bid
TofTurf by Roberson Industries, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid
West Construction, Inc.	<u>\$20.00 per linear ft</u>	<u>\$13.00 per linear ft</u>	<u>\$4.50 per sq ft</u>	<u>\$78.00 per linear ft</u>	<u>\$17.00 per cubic yard</u>

<b>VENDOR</b>	<b>ITEM 15</b>	<b>ITEM 16</b>	<b>ITEM 17</b>	<b>ITEM 18</b>	<b>ITEM 19</b>	<b>Item 20</b>	<b>Item 21</b>
(Ace Surfaces)	---	---	---	---	---	---	---
American Recreational Solutions, Inc.	No Charge	<u>\$900.00</u>	No	<u>Yes</u>	<u>Yes</u>	No Bid	No Bid
Apollo Sunguard Systems	No Bid	<u>\$1,800.00</u>	No	<u>Yes</u>	No	No	No
Bliss Products & Services, Inc.	<u>\$250.00</u>	<u>\$1,000.00</u>	No	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
Christensen Systems	No Bid	No Bid	No	No	<u>Yes</u>	No	No
Columbia Cascade Company	No Bid	No Bid	No	No	No	<u>Yes</u>	No
D.W. Recreation Services, Inc.	<u>\$150.00</u>	No Bid	No	No	<u>Yes</u>	No	<u>Yes</u>
Gametime	<u>\$600.00</u>	<u>\$675.00</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
Lanier Plans, Inc. dba Korkat, Inc.	<u>\$300.00</u>	<u>\$750.00</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>

Leadex Corporation	<u>\$450.00</u>	<u>\$900.00</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
Miracle Recreation Equipment Company	No Bid	<u>\$950.00</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
No Fault Sport Group, LLC	No Bid	No Bid	<u>Yes</u>	No	No	<u>Yes</u>	<u>Yes</u>
Play It Safe	No Bid	<u>\$650.00</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
Playmore West, Inc.	<u>\$1,000.00</u>	<u>\$750.00</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
PlayPower LT Farmington, Inc.	No Bid	<u>\$550.00</u>	No	<u>Yes</u>	No	No	No
RCP Shelters, Inc.	No Bid	No Bid	No Bid	<u>Yes</u>	No Bid	No Bid	No Bid
Regal Contractors, Inc.	<u>\$450.00</u>	<u>\$1,000.00</u>	<u>Yes</u>	No	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
Rep Services, Inc.	<u>\$500.00</u>	<u>\$800.00</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	No Bid
Shade Systems, Inc.	No Bid	No Bid	No Bid	<u>Yes</u>	<u>Yes</u>	No Bid	No Bid
SkyShades of South Florida	No Bid	No Bid	No Bid	<u>Yes</u>	No Bid	No Bid	No Bid
Southeast Surfacing & Recreation LLC	<u>\$200.00</u>	<u>\$750.00</u>	<u>Yes</u>	No	<u>Yes</u>	No	<u>Yes</u>
Spectra Contract Flooring	No Bid	No Bid	<u>Yes</u>	No Bid	No Bid	No Bid	No Bid
Sports Systems International, Inc.	<u>\$350.00</u>	<u>\$2,500.00</u>	No	<u>Yes</u>	No	<u>Yes</u>	No
Sun Shade, Inc.	No Bid	No Bid	No Bid	<u>Yes</u>	<u>Yes</u>	No Bid	No Bid

Superior Park Systems, Inc.	<u>\$375.00</u>	<u>\$2,895.00</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
Taylor Supply LLC	No Bid	No Bid	No Bid	No Bid	No Bid	<u>Yes</u>	No Bid
TofTurf by Roberson Industries, Inc.	No Bid	No Bid	<u>Yes</u>	No	No Bid	No	<u>Yes</u>
West Construction, Inc.	<u>\$300.00</u>	<u>\$800.00</u>	No	<u>Yes</u>	No	<u>Yes</u>	No

**LEGEND:**

           = Award

(        ) = Reject

MINORITY - (2-African American, 3-Hispanic American, 4-Native American, 5-Asian American, 6-American Woman, 7-Physically Impaired, 8-Other)

**EXCEPTIONS:**

Ace Surfaces - Reject entire bid. Bidder failed to submit required documents within the time requirements.

Leadex Corporation - Items 1 & 6 - Reject bid for Landscape Structures. Bidder is not authorized to sell and install this manufacturer's products.

Spectra Contract Flooring - Reject Items 1 & 2 - Bidder does not sell or install playground equipment.

**RECOMMENDATION:** It is recommended that the award be made to all responsive and responsible bidders in order to meet the needs of the School District.

Note: Original Bid document is available upon request.

**BID PROTEST**

Failure to file a protest within the time prescribed in §120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and applicable Board rules, regulations and policies. Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3). Any person who files an action protesting a decision or intended decision pertaining to this bid pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the District all costs and charges, which shall be included in the final order of judgment.

**DISQUALIFYING CRIMES**

The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

*SS: [Signature]*