

PIGGYBACK AGREEMENT NO. 26-12-04-MM
BETWEEN THE CITY OF SUNRISE
AND INDUSTRIAL SHADEPORTS, INC.

This Piggyback Agreement No. PB 26-12-04-MM (Agreement) is entered into between the City of Sunrise Florida, a Florida municipal corporation (City) and Industrial Shadeports, Inc., a Florida corporation (Contractor) this ____ day of _____, 20____.

In consideration of the mutual terms and promises set forth below, the City and Contractor agree as follows:

1. After competitive procurement, Clay County, Florida (Awarding Entity) awarded Contractor, Contract No. 2023/2024-297 to provide Various equipment and Amenities for Parks and Recreation (Contract) dated July 24, 2024. A copy of the Contract is attached hereto as Exhibit A. Upon execution of this Agreement, all references to Awarding Entity within the Contract shall mean City of Sunrise, and the terms and conditions of the Contract shall be deemed as having been implemented for use within the City of Sunrise.

2. **Term.** This Agreement shall be effective when it has been fully executed by both parties and shall remain in effect through July 23, 2027. The City reserves the right to renew, amend or extend this Agreement as the Awarding Entity renews, amends or extend its Contract.

3. **Agreement Price and Payments.** The Contractor will bill the City at the completion of each job for all material, services and labor provided toward the completion of the work under this Agreement in accordance with the pricing set forth in Exhibit A.

Contractor shall submit invoices to:

City of Sunrise
Attn: Accounts Payable Dept.
10770 West Oakland Park Blvd.
Sunrise, FL 33351

The City shall pay Contractor for work performed in accordance with §218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of Contractor's proper invoice. To be deemed proper, each invoice must comply with all statutory terms and all requirements specified by the City in its contract and / or purchase order. If a payment request or invoice does not meet the contract / agreement / purchase order requirements, the City will reject the payment request or invoice as specified in accordance with §218.70, et seq., Florida Statutes. The rejection will be written and will specify the deficiency and the action necessary to make the payment request or invoice proper.

4. Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. certified mail, overnight delivery, or hand delivery to the addresses listed below and shall be effective upon mailing if sent by certified mail or overnight delivery and effective upon receipt if hand delivered. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

If to Contractor, to: Chip Breitweiser
Industrial Shadeports, Inc.
6600 NW 12th Ave
Unit 220
Fort Lauderdale, FL 33309

If to City, to: Victoria Hernandez, Procurement Manager
City of Sunrise
Purchasing Office
10770 West Oakland Park Boulevard
Sunrise, FL 33351

With a copy to: City Attorney
City Attorney's Office
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, FL 33351

5. If checked, the following provisions shall apply and take priority over the Contract and the Awarding Entity's bid documents. If the following provisions are marked N/A (not applicable), they shall not apply:

☒ **a.Termination.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party. The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the services or quantities required under this Agreement for any of the City's fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Agreement were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

☒ **b. Insurance Requirements.** This provision shall supersede and replace Section 9 of the Contract.

Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's

review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Agreement. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000.00 Each Occurrence, \$2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

Additional Insured Endorsement. Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of CG 20 37 07 04, or CG 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read “City of Sunrise.”

Business Automobile Liability. Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker’s Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker’s Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440.

Waiver of Subrogation. Contractor agrees by entering into this Agreement to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify when a manuscript notice endorsement is available by Contractor’s insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:

City of Sunrise
Attn: Procurement Manager
Purchasing Office
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
purchasing@sunrisefl.gov
Fax (954) 578-4809

Copy to:

City of Sunrise
Attn: Risk Manager
Risk Management Division
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Revise or Reject. City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

☒ **c. Indemnification.** This provision shall supersede and replace Section 8 of the Contract.

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of services under this Agreement (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, **REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY CITY OF SUNRISE, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES.** The City of Sunrise reserves the right, but not the obligation, to participate in the defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the expiration or earlier termination of the Agreement.

☒ **d. Independent Contractor.** The Contractor is an independent contractor under this Agreement. Services provided by the Contractor shall be by employees of the Contractor

who are subject to supervision by the Contractor, and who shall not be officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to Services rendered under this Agreement shall be those of the Contractor.

☒ **e. Assignment and Subcontracting.** The Contractor shall not assign transfer or assign the performance required by this Agreement without the prior written consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the City.

☒ **f. Public Records.** The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City; and (d) upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

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 AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA

M. BRAVO, BY TELEPHONE (954-746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

☒ **g. Discriminatory Vendor List.** Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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. By execution of this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

☒ **h. Scrutinized Companies**

i. Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

ii. Pursuant to Section 287.135, Florida Statutes, in the event the Contract is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.

iii. Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

☒ **i. Public Entity Crimes.** Pursuant to Section 287.133, 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Agreement, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

☒ **j. Compliance with Laws.** The Contractor and its services under this Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. The Contractor agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The Contractor's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.

☒ **k. Governing Law.** This Agreement shall be governed by the laws of the State of Florida. Should the parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for its own attorneys' fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

☒ **l. E-Verify Employment Eligibility.** Pursuant to Section 448.095, Florida Statutes.

i. Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

ii. Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

iii. City shall terminate this Agreement if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section

448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

iv. If City terminates this Agreement pursuant to the subsection iii above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

☒ **m. Foreign Gifts and Contracts.** Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §286.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Contract, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Contract.

☒ **n. Prohibited Telecommunications Equipment.** Contractor represents and certifies that it and all its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Contract.

☒ **o. Antitrust Violations.** The Contractor has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Contract, Contractor certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result

in termination of this Contract, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

☒ p. Entities of Foreign Concern

The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to City under Section 24, Notices, executed Exhibit B Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 3. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

☒ q. Human Trafficking

Pursuant to Section 787.06(14), Fla. Stat., nongovernmental entities contracting with the City are required to provide an affidavit attesting that the nongovernmental entity does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Agreement and submitting the executed required affidavit Exhibit C, the Contractor represents and warrants that it does not use coercion for labor or services as provided by state law.

☒ r. Emergency Response

If this Contract is for goods or services related to emergency response for a natural emergency and Contractor breaches this Contract during an emergency recovery period, as such period is defined in Section 252.505, Florida Statutes, Contractor must pay City a \$5,000 penalty plus damages, which shall be either actual and consequential damages or, if otherwise stated in this Contract, liquidated damages, in accordance with Section 252.505, Florida Statutes.

6. Additional Provisions:

N/A

7. Priority of Documents/Order of Precedence. This Agreement, the City's Purchase Order and Exhibits A, B & C shall constitute the entire Agreement of the parties. In the event of conflict among these documents, this Agreement shall prevail, followed in precedence by the City's Purchase Order and Exhibits A, B & C in that order.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City's Procurement Manager has made and executed this Agreement on behalf of the City on the day and year written below, and the Contractor, authorized to execute this Agreement and agree to the utilization of the Contract has made and executed this Agreement on the day and year written below.

CITY OF SUNRISE

By: _____
Victoria Hernandez, Procurement Manager

Date: _____

Approved as to Form and Legal Sufficiency
for the City

By: _____
Thomas P. Moss, City Attorney

INDUSTRIAL SHADEPORTS, INC.

By: _____

Print Name: _____

Print Title: _____

Date: _____

EXHIBIT A

Clay County Agreement/Contract No. 2023/2024 – 297

AGREEMENT TO PROVIDE VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND RECREATION

This Agreement to Provide Various Equipment and Amenities for Parks and Recreation (“Agreement”) is entered into and shall be deemed effective as of July 24, 2024, and is between Industrial Shadeports, Inc., a Florida Profit Corporation (“Contractor”), and Clay County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, the County issued an Invitation for Bid, Bid No.: 23/24-074 (“Bid”), to establish a firm, fixed percentage discount from manufacturer’s and/or bidder’s current catalog/supply/product information price list for the purchase and installation of various equipment and amenities for parks and playgrounds to include a means for qualifying suppliers and establishing pricing for ballpark lighting services and court surfacing; and

WHEREAS, the Contractor responded to the Bid with a proposal that included Contractor’s products and discount pricing and pricing details for such products and services (“Proposal”); and

WHEREAS, the County evaluated the proposals submitted, and on July 23, 2024, the Clay County Board of County Commissioners of Clay County, Florida (the “Board”) accepted staff’s evaluation and awarded the Bid to the 23 companies that responded to the Bid; and

WHEREAS, the awarded Bids will be utilized on an as needed and as requested basis; and

WHEREAS, to the extent permitted by applicable law, the Contractor agrees to offer and extend this Agreement and pricing to any states, municipalities, local governments, school districts, higher educational institutions, public utilities, hospitals, and any other governmental agencies or non-profit organizations; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the Bid, including any addendums and attachments thereto, as well as the Proposal apply to this Agreement and are incorporated herein by reference; and

WHEREAS, the parties desire to enter into this Agreement in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. EQUIPMENT, PRODUCTS, OR SERVICES

- (a) The above recitals are true and correct and are incorporated herein by reference.
- (b) For purposes of this Agreement, the County Representative shall be Howard Wanamaker, County Manager, and the Project Manager shall be Donna Fish, Buyer 1 with Clay County Purchasing, or designee.
- (c) The Contractor agrees to provide the Products and Services in accordance with the Bid Scope of Work attached hereto as **Attachment A**, its Proposal attached hereto as **Attachment B**, and the terms and conditions of this Agreement when ordered and/or requested from time to time by the County. As used herein, “Products” shall mean all equipment, amenities, materials, and/or products that the Contractor agrees to provide as stated in its Proposal. As used herein, “Services” shall mean any services that the Contractor agrees to provide as stated in its Proposal or as requested under this Agreement, including, but not limited to, installation of Products for parks and playgrounds, ballpark/field lighting services, court surfacing, and other related services.
- (d) Products and/or Services will be ordered and/or requested by personnel designated by the County on an as needed basis for the quantity requested during the term of the Agreement. Such orders/requests will be made in accordance with the method of ordering section of **Attachment A**. The County at its sole discretion will generate purchase orders as a result of approved quotations submitted in response to a request. Depending on the Services ordered, the Contractor may be required to enter into a separate agreement or task order with the County addressing such Services.
- (e) No later than 30 days prior to the anniversary date of this Agreement throughout the Agreement term, the Contractor may submit an updated Proposal to the Project Manager reflecting any changes to manufacturers and/or Products. Upon receipt, the Project Manager shall review and approve or reject the updated Proposal in writing. If the Project Manager approves the updated Proposal, it shall automatically be deemed to be incorporated into this Agreement and shall replace and/or modify **Attachment B**, in whole or in part, as applicable, as of the date of approval, without the need for a formal amendment or further action by either party. If the Project Manager does not approve the updated Proposal, the original Proposal shall continue without modification.
- (f) In providing the Products and Services, the Contractor shall:
 - 1. Be familiar with the ordered/requested Products and/or Services, deadlines, requirements, and the conditions under which the Products and/or Services are to be provided;
 - 2. Conduct business in a manner that reflects favorably at all times on the services and the goodwill and reputation of the County;
 - 3. Avoid deceptive, misleading or unethical practices that are or might be detrimental to the County; and

4. Not use any false, deceptive or misleading trade practices in the performance of the Services.

(g) In entering into this Agreement, the Contractor represents that it now has or will secure all equipment and personnel required to provide all Products and Services as may be requested under this Agreement. The Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Products and/or Services pursuant to the requirements of this Agreement. The Contractor shall ensure that the personnel assigned to provide the Products and/or Services comply with the terms of this Agreement, have current licenses and permits required to provide the Products and/or Services, and are fully qualified and capable to perform their assigned tasks.

(h) The Contractor represents and warrants to the County that Contractor is experienced with providing the Products and Services described in this Agreement and is qualified and competent to provide such Products and perform such Services. The Contractor shall provide any and all Products and perform any and all Services requested in a timely, efficient, workmanlike, and cost-effective manner that comports with professional industry standards, applicable federal, state and local laws and regulations, and in accordance with the applicable professional standards.

(i) The Contractor shall provide the Products and Services using the degree of care and skill ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same or similar geographic area and in compliance with all applicable laws ("Standard of Care").

(j) In performance of this Agreement, the Contractor is bound by and shall comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to the Products and/or Services. Any reference in this Agreement to a particular law, rule, or regulation in no way implies that no other law, rule, or regulation applies. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Contractor as outlined herein.

(k) The County may elect, in certain circumstances, to purchase only Products and have such Products installed by others (e.g., volunteers, County staff, etc.). If such election is made, the Products will be shipped to a designated location and off-loaded by the Contractor.

(l) Non-Exclusive. The parties acknowledge and agree that this Agreement is non-exclusive. Nothing in this Agreement shall be construed to prevent either party from entering into similar agreements with other third parties, or from engaging in any other business activities for such products and/or services, including, but limited to the use of other available bids or contracts.

(m) The County gives the Contractor no guarantee of any Products or Services or any specific amount or quantity of Products or Services that may be accomplished or performed by the Contractor during the term of this Agreement. Additionally, the County makes no guarantee of usage by other users or Contracting Entities of this Agreement.

(n) The County may conduct performance evaluations at any time during the term of this Agreement to ensure the Contractor's compliance with the Agreement. One or more evaluations may be conducted solely at the discretion of the County.

2. ADDITIONAL PRODUCTS OR SERVICES

(a) If the County identifies or the Contractor recommends any additional products or services to be provided by the Contractor that are not covered under the Agreement but are beneficial to the County, such additional products and/or services, including scope, timing, and fees, as applicable, must be mutually agreeable between the County and the Contractor and authorized in writing by the County.

3. TERM

(a) The term shall begin on July 24, 2024 ("Effective Date") and shall remain in effect for a period of three years continuing through July 23, 2027, unless sooner terminated as provided herein. The Agreement may be renewed for two additional one year periods upon subsequent written agreement of the parties.

(b) The parties hereto mutually understand and agree that time is of the essence in the performance of this Agreement. The Contractor agrees to timely provide the requested Products and/or Services in accordance with the Agreement and the deadlines that may be established for such Products and/or Services.

(c) Notwithstanding the termination or expiration of this Agreement, this Agreement will survive as to any and all pending purchase orders, contracts, etc., until all of the rights and obligations of both parties thereunder have been fulfilled or the purchase orders, contracts, etc. have been terminated.

4. WARRANTIES AND REPRESENTATIONS

(a) The Products and Services shall comply with all rules, regulations, and requirements set forth in this Agreement and the Attachments to this Agreement.

(b) Warranties related to the Products and/or Services provided under this Agreement shall be established and confirmed at the time of each individual order. For each order, the Contractor shall provide a warranty statement specifying the duration, scope, and terms of the warranty applicable to the specific Products and/or Services being purchased. Depending on the Services ordered, the warranty may be set forth in a separate agreement or task order with the County addressing such Services.

(c) Neither the Services, nor any Products provided by the Contractor under this Agreement will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party.

(d) The Contractor certifies that all Products meet all federal and state requirements. Upon

completion of installation of play equipment and/or playground surfacing, the Contractor shall furnish to the County's Purchasing Department a certificate stating the Products/equipment/surfacing and its installation meet all federal and state requirements as outlined in the publications set forth in **Attachment A** under the Compliance with Laws and Codes section. The Contractor further certifies 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 Contractor.

(e) The Contractor warrants that all Products and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, the Contractor warrants the Products and Services are suitable for and will perform in accordance with the ordinary use for which they are intended.

(f) All material, equipment, manufacturer, or other special warranties required by the Agreement or applicable to the Products and/or Services shall be transferable to, or issued in the name of the County, and provide the warranty period. The period of manufacturer's warranty shall begin to run at the time the Products are received and accepted by a representative of the County.

5. PIGGYBACKING, SALES REPORTS, AND ADMINISTRATIVE FEE

(a) To the extent permitted by law, the Contractor agrees to offer and extend this Agreement and pricing to any states, municipalities, local governments, school districts, higher educational institutions, public utilities, hospitals, and any other governmental agencies or non-profit organizations (collectively "Contracting Entities").

(b) The County as the lead agency for the Bid shall not be liable or responsible for any costs, damages, liability, or other obligations incurred by any Contracting Entities. The Contractor including its subsidiaries shall deal directly with each Contracting Entity concerning the placement of orders, issuance of purchase orders, issuance of contracts, contractual disputes, invoicing, payment, and all other matters relating or referring to such Contracting Entities access or use of the Agreement and/or pricing. Accordingly, any Contracting Entity wishing to use this Agreement will be responsible for placing its own orders, issuing its own purchase order/documents/price agreements/contracts, providing for its own acceptance, making any subsequent payments, addressing any contractual disputes, and handling all other matters relating or referring to its access or use of the Agreement and/or pricing. The Contracting Entities are responsible for obtaining all certificates of insurance and bonds as may be required.

(c) Volume Sales Report. Throughout the term of this Agreement, the Contractor shall submit a quarterly volume sales report ("Sales Report") to the County's Purchasing Department by email at purchasing@claycountygov.com or U.S. mail to the Clay County Board of Commissioners, Attn: Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043. Quarterly Sales Report dates are as follows: December 31, March 31, June 30, and September 30. Sales Reports must be delivered to the County's Purchasing Department no later than the 15th day of the following month. Initiation and submission of the Sales Reports are the

responsibility of the Contractor without prompting or notification by the County. The Sales Report must be provided regardless of whether or not any sales have been conducted during such quarter (i.e., if there are no sales, Contractor must submit a Sales Report indicating that no sales were made during that particular quarter). The Sales Report must include the following:

- Contracting Entity's name and contact information;
- Detail of any Products sold/purchased including description, quantity, and price;
- Detail of any Services sold/purchased and/or performed; and
- All transactions pertaining to sales for Products and/or Services and pricing for that quarter to include the date the purchase was invoiced/sale was recognized as revenue by Contractor.

(d) Administrative Fee. The Contractor agrees to pay to the County an administrative fee equal to 1.5% of the eligible revenues generated from the sale of Products or Services to Contracting Entities utilizing this Agreement and/or pricing under this Agreement. For purposes of this Agreement, "eligible revenues" shall mean the gross amount actually received by the Contractor from the sale of Products purchased and/or installed utilizing this Agreement, excluding any amounts attributable to shipping, freight, handling charges, taxes, mandatory fees, or any other expenses not directly related to the core sale or installation transaction.

(e) The County will review the Sales Report and will prepare an invoice to the Contractor for payment of the administrative fee based on the Sales Report submitted for that quarter. Such invoices will be submitted to the Contractor at its email address provided to the County's Purchasing Department. Upon receipt of an invoice submitted under this paragraph, the Contractor shall submit payment pursuant to the instructions on the invoice within 30 calendar days of the invoice date.

(f) Failure of the Contractor to provide the quarterly Sales Reports and payment of administrative fees in accordance with an invoice, shall be considered a breach of the Agreement. A late penalty of 15 percent on the value of the administrative fee may be assessed to the Contractor for each month the payment of such fee is not received.

(g) The Contractor agrees to cooperate with the County in auditing transactions under this Agreement to ensure that the administrative fee is paid on all Products and/or Services purchased under this Agreement.

6. PRICING AND PAYMENT

(a) All Products and Services under this Agreement will be priced and/or discounted as stated in Contractor's Proposal. It is understood that Contractor's current catalog/supply/product information price list are subject to change throughout the term of this Agreement. However, percent discount shall remain fixed for the entire term of this Agreement including any renewals or extensions thereto.

(b) Freight must be pre-paid and added to the Invoice and the quote. The County will pay actual freight charges.

(c) Sales Promotion/Price Reduction. The parties acknowledge that sales promotions may occur during the term of the Agreement which will lower prices of Products and Services for the period of such sales promotion. The Contractor acknowledges and agrees that the County shall receive the full benefit of such reductions if lower than the discount established by this Agreement. The County must be notified of these sales promotions in writing, specifying the beginning and ending dates of the sales promotions.

(d) The County shall pay the Contractor for the Products and Services provided under this Agreement in compliance with the specifications at the prices in accordance with **Attachment B** upon presentation of an Invoice submitted to the Paying Agent in accordance with paragraph 7.

7. PAYMENT PROCEDURES

(a) As used herein, the term “Act” means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term “Invoice” means a statement, invoice, bill, draw request or payment request submitted by the Contractor under this Agreement; and the term “Submittal Date” means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller’s office (“Paying Agent”) by Email at invoices@clayclerk.com or U.S. Mail at Clay County BOCC, PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable. All payments will be governed by the Act.

(b) Invoices shall be signed by the Contractor and must include the following information and items:

1. The Contractor’s name, address and phone number, including payment remittance address.
2. The Invoice number and date.
3. Reference to the Agreement by its title and number as designated by the County and Purchase Order number.
4. Identify the Products and/or Services covered by the Invoice.
5. The total amount of payment requested, the total amount previously requested, and the total amount paid to date for such Products and/or Services covered by the Invoice.
6. Supporting documentation necessary to satisfy auditing requirements (both preaudits and post-audits), for cost and Services completion.
7. The Contractor must provide any additional documents, certificates, or information as needed to support or document the Invoice as may be requested by the County.

(c) Upon receipt of an Invoice submitted under this paragraph, the Paying Agent and/or Project Manager shall date stamp the Invoice as received. Thereafter, the Paying Agent and/or

Project Manager shall review the Invoice and may also review the Products and/or Services as delivered, installed, or performed to determine whether the quantity and quality of the Products and/or Services is as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or Project Manager determines that the Invoice does not conform with the applicable requirements of this Agreement or that the Products and/or Services within the scope of the Invoice have not been properly delivered, installed, or performed in full accordance with this Agreement, the Paying Agent and/or Project Manager shall notify the Contractor in writing within 10 business days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper.

(d) By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Products and/or Services for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

(e) The parties will attempt to settle any payment dispute arising under this paragraph through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If the dispute concerning payment of an Invoice remains unresolved within 30 days following the Submittal Date, then the Project Manager shall schedule a meeting between the Contractor's representative and the Project Manager with the County Manager, to be held no later than 43 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 5 calendar days prior thereto. At the meeting, the Contractor's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 45 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Project Manager.

(f) The County's review, approval, acceptance of, or payment for the Products and/or Services provided under this Agreement may not be construed or deemed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Contractor will be and remain liable to the County in accordance with applicable law for damages suffered by the County caused by the Contractor's negligent performance of any of the Products and/or Services furnished under this Agreement

8. INDEMNIFICATION

(a) To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County including its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

(b) The County does not agree to and shall not indemnify the Contractor or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

(c) This paragraph shall survive the expiration or termination of this Agreement.

9. INSURANCE

(a) The Contractor shall maintain throughout the term of this Agreement and completion of any Services and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

1. Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations
- \$50,000 each occurrence for Damage to Rented Premises
- \$5,000 Medical Expenses (any one person)

Commercial and General Liability policy must include coverage for contractual liability and independent contractors.

2. Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Workers' Compensation and Employer's Liability

Any person or entity performing work for or on behalf of the County must provide Workers' Compensation and Employer's Liability insurance in limits not less than:

- Workers Compensation Statutory limits
- Employers Liability \$100,000 Each Accident
 \$500,000 Disease Policy
 \$100,000 Disease-Each Employee

Exceptions and exemptions may be allowed by the County Manager, if they are in accordance with Florida Statutes.

The Contractor waives, and the Contractor shall ensure that its insurance carrier waives, all subrogation rights against the County, its employees, agents, boards, and commissions, for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

For any Contractor who has exempt status as an individual, the County requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work.

4. Umbrella/Excess Insurance

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, the Contractor may provide an Umbrella/Excess insurance policy to comply with the insurance requirements.

(b) Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Prior to any work or services being performed under this Agreement, the Contractor must deliver valid certificates of insurance for the required insurance coverage to the County's Purchasing Department.

(c) The certificates of insurance for the required coverages, with the exception of Workers' Compensation and Employer's Liability shall name **"Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear"** as **"Additional Insureds."** The coverage shall contain no special limitation on the scope of protection afforded to the County, its employees, agents, officials, boards, and commissions. The certificates of insurance shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificates of insurance will show a retroactive date, which should be the same date of the initial Agreement or prior. The Agreement number, and/or other identifying reference must be listed on the certificates of insurance.

(d) The Certificate Holder on the certificates of insurance should read as follows: **"Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043"** or as otherwise designated by the County's Purchasing Department.

(e) The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Agreement term goes beyond the expiration date of any insurance policy, the Contractor shall provide the County's Purchasing Department with an updated certificate of insurance no later

than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Contractor agrees to immediately suspend its operations until replacement insurance is obtained and verified.

(f) These insurance requirements may be modified and/or waived, in whole or in part, upon written approval by the County Manager or designee, without the need for a formal amendment to the Agreement.

10. BONDS

(a) A Performance Bond and Payment Bond may be required for specific projects and/or Services provided under this Agreement as security for the faithful performance and payment of the Contractor's obligations. Whether such Bonds will be required, will be based upon the size and price of each particular project and/or purchase under this Agreement. If such Bonds are required, the Contractor understands, acknowledges, and agrees that the Contractor shall cause the Bonds to be recorded in the public records of the County with the Clay County Clerk of Court and Comptroller at the Contractor's sole expense, and shall deliver a certified copy of the recorded Bonds to the County's Purchasing Department prior to receiving a purchase order for the project.

11. DEFAULT AND TERMINATION

(a) Default. If the Contractor breaches any covenant made by it hereunder; fails to satisfactorily perform any condition, provision, or obligation of this Agreement; fails to make progress so as to endanger performance under the terms and conditions of the Agreement; fails to perform on time or timely deliver any requested Products; provides false or inaccurate information; fails to address and/or correct any deficiencies identified by the County during a performance evaluation; fails to timely submit reports as required herein; fails to pay the administrative fee; fails to comply with applicable rules, laws and regulations; or whenever the Contractor ceases operation, dissolves its corporation, or otherwise no longer provides the Products and/or Services under the terms of this Agreement, the County may consider the Contractor to be in default and may assert a default claim by giving the Contractor a written notice of default. Except for a default by the Contractor for failing to comply with applicable laws, rules, and regulations or for no longer providing the services contemplated under this Agreement which must be cured immediately or is otherwise subject to automatic termination for cause, the Contractor shall have 10 calendar days after receipt of the notice of default to either cure the default or, if the default is not curable within 10 calendar days, provide a written cure plan to the County describing how and when the default will be cured, which the County in its sole discretion may approve or disapprove. The Contractor will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the Contractor fails to cure or the County does not approve the cure plan, then the County may terminate this Agreement for cause.

(b) Termination for Cause. Upon the failure or inability of the Contractor to cure the default as provided above, unless otherwise agreed in writing, the County may, at its option, without

releasing or waiving its rights and remedies against the Contractor and without prejudice to any other right or remedy it may be entitled to hereunder or by law, terminate this Agreement, in whole or in part, for cause immediately upon written notice of termination by the County Representative to the Contractor. In the event the County terminates the Agreement, in whole or in part, because of default by Contractor, the County may procure goods, services, materials, and/or work similar to those terminated, and the Contractor shall be liable for any damages, costs, and any other expenses incurred due to this action. If it is determined that the Contractor was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Contractor), the rights and obligations of the parties shall be those as provided in the provision for Termination for Convenience.

(c) Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The County Representative shall give 30 calendar days prior written notice of termination to the Contractor, specifying when the termination is to become effective. In the event of any such termination, the Contractor shall be paid by the County for all Products and/or Services satisfactorily provided up to receipt of the notice of termination, and thereafter until the date of termination, the Contractor shall be paid only for such Services as are specifically authorized in writing by the County. The Contractor may terminate this Agreement for the convenience of the Contractor by giving the County 180 calendar days advance written notice.

(d) Unless directed differently in the notice of termination, the Contractor shall incur no further obligations in connection with the terminated Products and/or Services and shall stop any work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the Contractor shall terminate outstanding orders and/or subcontractor agreements related to the terminated Products and/or Services and shall transfer all Services in progress, completed Services, and other materials related to the terminated Services to the County. The Contractor agrees to refund to the County all pre-paid sums for Products and/or Services that have been cancelled and will not be delivered.

(d) Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve the Contractor of its responsibilities for the completed portion or concerning any just claims arising out of the Products provided and/or Services performed.

12. TAXES

(a) In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

13. APPROPRIATED FUNDS

(a) The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07,

Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

14. PUBLIC RECORDS

(a) The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

1. Keep and maintain public records required by the County to provide the Products and Services requested under the Agreement;
2. Upon request from the County's custodian of public records, provide the County 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 Chapter 119, Florida Statutes, or as otherwise provided by law;
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 the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services. If the Contractor transfers all public records to the County upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

(b) The Contractor's failure to comply with the requirements of this paragraph shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

(c) The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

1. A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the

Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

2. If the Contractor does not comply with the County's request for records, the County shall enforce the Agreement provisions in accordance with the Agreement.
3. If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 529-3604, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

15. AUDIT

(a) The Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement ends or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. The County reserves the right to examine and/or audit such records. This provision shall survive the termination or expiration of this Agreement.

16. SCRUTINIZED COMPANIES CERTIFICATION

(a) In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Contractor is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; 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 Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or 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 been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

17. E-VERIFY REQUIREMENT

(a) Pursuant to Section 448.095, Florida Statutes, the Contractor shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the

Agreement, and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the term of the subcontractor agreement. Subcontractors shall provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as set forth in Section 448.095(2)(b)1, Florida Statutes. Upon request, the Contractor must provide evidence of compliance with this provision. Failure to comply with this provision is a material breach of the Agreement, and the County shall have the option of terminating this Agreement at its discretion.

18. HUMAN TRAFFICKING ATTESTATION

(a) In compliance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the Contractor, a nongovernmental entity, hereby attests under penalty of perjury as follows:

1. The Contractor does not use *coercion* for *labor* or *services*, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
2. If, at any time in the future, the Contractor does use coercion for labor or services, the Contractor will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
3. By execution of this Agreement, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

19. PUBLIC ENTITIES CRIMES

(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies 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.

(b) By signing this Agreement, the Contractor represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

(c) In addition to the foregoing, the Contractor further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Contractor has been placed on the convicted vendor list.

(d) The Contractor will promptly notify the County if it or any subcontractor of the Contractor is formally charged with an act defined as a “public entity crime” or has been placed on the convicted vendor list.

20. SUSPENSION AND DEBARMENT

(a) By execution of this Agreement, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

21. INDEPENDENT CONTRACTOR

(a) The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

22. NO ASSIGNMENT

(a) The Contractor shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Contractor without such prior written consent shall be null and void. If the Contractor attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County.

23. SUBCONTRACTORS

(a) The Contractor shall provide the names of all subcontractors performing any work or services under this Agreement to the Project Manager. The County reserves the right to approve the utilization of any subcontractors in connection with this Agreement. Such written authorization may be obtained from the Project Manager on behalf of the County. The County further reserves the right to reject any quotation in response to a request for quotation if such quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award, failed to deliver on time contracts of a similar nature, or is not in a position to perform properly under this Agreement.

(b) Any subcontractor utilized by the Contractor shall be supervised and compensated by the Contractor.

(c) The Contractor shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of the Services of its subcontractors and of persons directly or indirectly employed by them.

(d) The Contractor shall cause appropriate provisions to be inserted in all subcontractor agreements relative to the Services giving the Contractor the same powers that the County may exercise over the Contractor under any provision of this Agreement.

(e) Nothing in the Agreement shall be construed as providing any subcontractor with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

24. NO THIRD-PARTY BENEFICIARIES

(a) Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

25. CONFLICT OF INTEREST

(a) Throughout the term of this Agreement, the Contractor must not accept nor perform any other employment, assignments of contracts nor obligations that would conflict with the Contractor's duties and obligations provided under this Agreement.

26. AMENDMENT OR MODIFICATION OF AGREEMENT

(a) The Agreement may only be modified or amended upon mutual written agreement of the County and the Contractor. No oral agreements or representation shall be valid or binding upon either party. The Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Contractor's documents forwarded by the Contractor to the County.

27. FURTHER ASSURANCES

(a) Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement.

28. REMEDIES

(a) The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The Contractor and the Project Manager will use reasonable efforts to arrange meetings as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in the performance of this Agreement. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

29. GOVERNING LAW AND VENUE

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Agreement lies in Clay County, Florida.

30. ATTORNEYS' FEES

(a) In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, court costs, and any other expenses against the other party, including fees, court costs, and any other expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

31. WAIVER

(a) No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

32. SEVERABILITY

(a) If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

33. HEADINGS

(a) The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any or all of the provisions hereof.

34. ENTIRE AGREEMENT

(a) This Agreement represents the entire understanding between the parties regarding the subject matter herein and supersedes all previous agreements, whether oral or written.

35. COUNTERPARTS

(a) The Agreement may be executed in any number of counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

36. ATTACHMENTS

(a) The Attachments listed below are incorporated herein by reference and made a part of this Agreement as if set out fully herein.

Attachment A: Bid Scope of Work

Attachment B: Proposal

37. AUTHORITY

(a) The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated in the introductory paragraph.

CONTRACTOR

By: Stanley Breitwieser

Print Name: Chip B

Print Title: President

CLAY COUNTY, a political subdivision of the State of Florida

By:  Howard Wanamaker (Sep 16, 2024 10:27 EDT)

Howard Wanamaker
County Manager on behalf of the
Board of County Commissioners

ATTACHMENT A

BID SCOPE OF WORK



INVITATION FOR BID

23/24-074

VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
RECREATION

Clay County
477 Houston Street
Green Cove Springs, FL 32043

RELEASE DATE: May 16, 2024

LAST DATE FOR INQUIRIES: May 31, 2024, 4:00 pm

BID DUE: June 13, 2024, 4:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/claycounty>

1. Scope of Work

1.1. Purpose

The purpose of this bid is to establish a firm, fixed percentage discount off manufacturer's and/or supplier's current catalog/supply/product information price list for the purchase and installation of various equipment and amenities for parks and playgrounds. The bid is also a means for qualifying vendors and establishing pricing for ball park lighting services and court surfacing.

1.2. Scope

1. The bid will establish a firm, fixed percentage discount off manufacturer's and/or supplier's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks and playgrounds as requested by Clay County Parks and Recreation. Additionally, this bid will also establish a firm, fixed percentage off 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 for parks and playgrounds as needed. The County reserves the right to award to multiple bidders.

2. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percent discount shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in the bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder throughout the duration of the contract.

3. This bid is also a means for qualifying bidders for ball park lighting services and court surfacing. Qualifying bidders will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid. The qualified bidder(s) providing the lowest responsive quote based on contracted pricing will be awarded the project.

4. Freight must be pre-paid and added to the invoice and the quote. The County will pay actual freight charges.

5. Performance and payment bonds may be required for specific projects. This requirement is driven by the size and price of each particular job. Bidders will be required to meet this requirement before receiving a purchase order for the project.

6. The County reserves the right to purchase from other agreements when in the best interest of the County.

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 designed location and off-loaded by the bidder or bidder's representative.

1.3. 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, lighting installation, and court surfacing 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.

1.4. [Administrative Fee \(Piggybacking\)](#)

Cooperative Contract: The Bidder agrees to extend provisions and pricing of this contract to any Municipal, County, Public Utility, Educational Institution, Hospital, or any other non-profit or governmental organization. Governmental entities wishing to use this contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. Clay County makes no guarantee of usage by other users of this contract.

A 1.5 percent administrative fee on Eligible Revenues will be paid to the County for any contracts/purchase orders the Bidder receives or agrees to enter into with other entities under the provisions and pricing of the County's contract. The Bidder shall provide quarterly Volume Sales Reports to the County about additional sales to other entities under the provisions and pricing of the Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price; and shall include all transactions pertaining to sales under the contract provisions and pricing for that Reporting Period. Bidder shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Bidder to provide quarterly reports as required, may be deemed breach of the contract. All payments of administrative fees are due 30 calendar days after the closing of each quarter. A late penalty of 15 percent on the value of the Administrative Fee may be assessed to the Bidder for each month the payments are not received. All sales shall include the 1.5 percent administrative fee.

Volume Sales Reports and Administrative fees will be mailed to the Clay County Board of Commissioners, Attn: Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043.

1.5. [Qualification of Installers](#)

If a bidder utilizes a sub-contracted installer for any park or playground equipment, lighting, or court surfacing a list of sub-contracted installers must be included with this bid. Additionally, upon request 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.

1.6. [Catalogs and Manufacturer Suggested Retail Price \(MSRP\) Lists](#)

Each bidder shall submit with this bid, a website link of each catalog and current catalog/supply/product price list for each catalog submitted. All catalogs and price lists shall clearly identify the bidder's name, address and telephone number. If digital catalogs are not available on website, catalogs must be mailed or delivered to the Clay County Purchasing Department, Fourth Floor, 477 Houston Street, Green Cove Springs, FL 32043 prior to bid opening. Annually Bidder may request that new manufacturers be added. The County reserves the right to approve or deny this request.

SALES PROMOTION/PRICE REDUCTION: It is understood that sales promotions occur during the course of the contract that will lower prices of products for the period of the sales promotion. The County shall receive the full benefit of such reductions if lower than the discount established by this bid. The County

must be notified of these promotions in writing, specifying the beginning and ending dates of the sales promotions.

1.7. 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 if 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.

1.8. Award

The County reserves the right to award to multiple bidders. There is no guarantee any purchase order will be issued after award. Purchase orders will be issued subject to availability of funds.

1.9. Site Inspections

It is incumbent upon all bidders to examine the site and insure that they are aware of all conditions that may affect the contract work. The County will not be responsible for conclusions made by the Bidder. No claims for additional compensation will be considered on behalf of any Contractor, Sub-Contractor, materials suppliers or others on account of that person's failure to be fully informed of all requirements of all parts of this bid.

1.10. Work Hours

Workdays and hours – Normal work hours of Monday through Friday, 7:30 a.m. to 5:00 p.m. unless approved by the County Project Manager or designee.

Any work performed outside of the normal County business hours will require prior County approval and payment to the County for all expenses incurred by the County may be required.

1.11. Permit & Fees

The Bidder shall comply with all applicable State and local laws, ordinances, codes, and regulations. The Bidder is required to familiarize themselves with all permits required for each individual project. If a County permit is required, this project is not exempt from permit fees and permit fees must be paid to the County Building Department by the Contractor.

For questions about permitting please contact:

Clay County Building Department

Phone: (904) 269-6307

Email: permits@claycountygov.com

Website: <https://www.claycountygov.com/government/building>

All other permits, assessments, fees, bonds, and other charges as necessary to perform and complete the work of the individual project is the responsibility of and will be paid for by the Contractor, including any related inspection fees.

1.12. Clean up & Restoration of Site

The Bidder is responsible for anything damaged due to the direct result of installation or construction. Remove all debris from site and dispose of appropriately at Contractor expense.

Bidder shall maintain work site in a safe manner, and daily clear construction debris.

1.13. Bidder and Subcontractor Requirements

1. The Bidder shall be licensed to perform all work listed in the Scope of Work provided.
2. The Bidder shall own or have full access to the appropriate personnel and equipment to complete the project requested.

1.14. Subcontractors and Major Material Suppliers

Contractor shall submit names of subcontractors and major material suppliers that they anticipate utilizing for any portion of the Work required within this RFB.

The County reserves the right to approve all Sub-Contractors. If Sub-Contractors are to be utilized, their names must be included within this Bid. The County may request references of the Sub-Contractors prior to approval. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, Sub-Contractors 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. If any Subcontractor or Major Material Supplier is found to be incompetent, careless, or neglectful, or unduly delays progress of work, they shall be dismissed. Another shall then be employed in its place, as approved the County.

1.15. Damage to Public or Private Property

If property (public or private) is damaged while Contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the County prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs.

Contractor must provide protection necessary to prevent damage to property being repaired or replaced.

If the work site has any pre-existing damage, the Contractor shall notify the County Project Manager in writing. Failure to do so shall obligate the Contractor to make repairs per the above section. Any damage to property (public or private) caused by the action of the Contractor shall be repaired or replaced at the expense of the Contractor to the satisfaction of the County. Failure to restore said property within five (5) working days following notification will result in a deduction from the final payment invoice. All damage which occurs as a result of the Contractor's application of materials shall be remedied by the Contractor at no additional cost to the County. Repairs made as a result of damage must be guaranteed for a period of thirty (30) days. Should the replacement be damaged within the 30-day period the Contractor shall replace the materials continually until the area is re-established.

Should the County have any expenses incurred due to the Contractor not restoring the property/damage within said time, any appropriate labor, material, and/or equipment use or rental to restore damaged property to its original condition will be deducted from the final Invoice prior to a payment being made.

1.16. Compliance with Occupation Safety and Health Act

The Bidder warrants that the product(s) and/or service(s) supplied to Clay County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. Clay County shall be held harmless against any unsafe conditions and contractor employee incidents.

Bidder certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the Contractor and their employees shall be ANSI certified and meet OSHA standards.

1.17. Unsatisfactory Equipment and/or Services

The County will discuss all instances of unacceptable equipment and/or services with the awarded Bidder. This shall be immediately rectified by the Bidder at no charge to the County, to include any labor and materials as it may apply.

During this time, the County may suspend service with the Bidder until the problem(s) are corrected or may elect to use another company on an emergency basis. A record of failure to perform or of an unsatisfactory performance may result in supplier debarment.

1.18. Payment

The Contractor may request payment no more than once monthly, based on the amount of work completed. All partial estimates and payments found to be in error shall be subject to correction in the estimates and payments subsequent thereto, and in the final estimate and payment. Payments will be made in accordance with the Florida Local Government Prompt Payment Act.

The amount of such payments shall be the total value of the project work completed to the date of the estimate, based on the quantities and the Contract unit and/or lump sum prices, less an amount retained and less payments previously made. The amount retained shall be determined in accordance with Section 255.078, Florida Statutes.

1.19. Warranty

The Contractor shall provide a warranty for equipment and parts. Warranty will begin from the date of final acceptance.

1.20. Term

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. The County reserves the right to use other available bids or contracts when in the best interest of the County.

1.21. Performance Evaluation

A work performance evaluation will be conducted periodically to ensure compliance with the Contract.

1.22. Cancellation of Contract

If the awarded Bidder fails to maintain acceptable product quality or to perform adequately in accordance with the terms, conditions and specifications established in this Request for Bid, the County reserves the right to cancel the contract upon thirty (30) days written notice to the Contractor.

1.23. Additional Services

If the County and/or awarded Bidder identifies any additional services to be provided by Bidder that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Bidder.

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

Description of Project: _____

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 _____

ATTACHMENT B PROPOSAL



Clay County
Purchasing / Administrative and Contractual Services
477 Houston Street, Green Cove Springs, FL 32043

RESPONSE DOCUMENT REPORT

RFB No. 23/24-074

Various Equipment and Amenities for Parks and Recreation

RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

Industrial Shadeports, Inc. Response

CONTACT INFORMATION

Company:
Industrial Shadeports, Inc.

Email:
sales@shadeports.com

Contact:
Chip Breitweiser

Address:
6600 NW 12th Ave
Unit 220
Fort Lauderdale, FL 33309

Phone:
(954) 755-0661

Website:
www.Shadeports.com

Submission Date:
Jun 11, 2024 5:42 PM

INDUSTRIAL SHADEPORTS INC

6-10-2024

Distributor	Manufacturer	Equipment Description	% Discount Allowed from MSRP	% Installation Discount	Online Catalog Provided Provide Link Below, if opting to bring catalog in, please enter "Physical Catalog"	MSRP List Provide Link Below, if opting to bring MSRP List in, please enter "Physical List"
INDUSTRIAL SHADEPORTS	INDUSTRIAL SHADEPORTS	SHADE STRUCTURES, SCULPTURES, CAPOLIES, BACKGROUND STRUCTURES, EQUIPMENT, CAPRONS, SEAWALL PROTECTION, DOLLOWS, ETC.	5%	5%	PHYSICAL CATALOG	PHYSICAL LIST

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: Industrial Shadeports does not use subcontractors

Address: All products and services are designed, manufactured,
permitted and constructed by employees.

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)

Bid No. 23/24-074, Various Equipment and Amenities for Parks and Recreation

In accordance with the provisions of Section 8.H of the Clay County Purchasing Policy, notice is hereby given and posted of the decision of the Board of County Commissioners of Clay County, Florida (hereinafter the "Board") with respect to Bid No. 23/24-074, Various Equipment and Amenities for Parks and Recreation. Responses to Bid No. 23/24-074, Various Equipment and Amenities for Parks and Recreation were opened on June 14, 2024. During its regular meeting on July 23, 2024 the Board rendered its decision to award Bid No. 23/24-074 to the twenty-three companies that responded to the Bid. This notice of intent to award bid is the official notification regarding said selection. The decision of the Board is final subject to 72-hour period for protest. Failure to file a protest within the time prescribed in Section 8.I of the Clay County Purchasing Policies shall constitute a waiver of proceedings under Section 8.I Bid Awards and Protests.

Date of Posting:

7/24/2024

Date of Removal:

7/29/2024

Time of Posting:

8:30 AM

Time of Removal:

8:30 AM

Industrial Shadeports Inc
6600 NW 12th Ave, Suite 220
Fort Lauderdale, FL 33309
+19547550661
info@shadeports.com
www.Shadeports.com



Estimate

ADDRESS

City of Sunrise Leisure
Services
10610 West Oakland Park
Blvd.
Sunrise, FL 33351

SHIP TO

Cypress Preserve Park -
Splash Pad Bench
9020 NW 38th Street
Sunrise, FL 33351

ESTIMATE # 4009**DATE** 08/11/2026**EXPIRATION DATE** 09/11/2026**NAME**

Andrew Lopez

EMAIL

alopez@sunrisefl.gov

PHONE NUMBER

(786) 368-1079

QTY	ACTIVITY	DESCRIPTION	AMOUNT
1	Cantilever Design	(1) 14'Lx10'Wx8'H Cantilever Shadeport Structure plus Two (2) 10' x 8' x 6' Triangle Sails and 2 columns. Structure is designed with baseplates for surface mounting on concrete foundations to be provided by Industrial Shadeports using anchor bolts to be provided by Industrial Shadeports.	42,410.00T
1	Shadeport Installation	Install Shadeport Structure as per Engineering Specifications - No allowance for rock removal, dewatering, dumpster rental and unforeseen ground conditions, including tree roots, sprinkler systems and underground piping unless otherwise stated herein. An additional charge due to damaged existing steel structure (or restraining devices) will be billed at the current Service Rates as published by Industrial Shadeports, as will any delays beyond the control of Industrial Shadeports and/or the rental fee of any additional equipment that may be necessary to break through Coral. If soil testing is required to be done, this is to be done by others. Soil/rock will be left next to the finished foundation(s).	0.00T
1	Piggyback Contract (Clay County - 5% Discount)	This proposal is based on Piggybacking from the Clay County Agreement/Contract No. 2023/2024-297 expiring July 23rd, 2027, a copy of which can be provided upon request. Clay County has favorable pricing and terms which are represented within this proposal. Industrial Shadeports also has a number of additional contracts available for Piggybacking, including with the GSA	-2,120.50
1	Engineering	3 Sealed copies of Structural Engineering Drawings and Calculations (if required) for permitting. Drawings and calculations are signed and sealed by a State of Florida Licensed and Registered Structural Engineer. Current Site Plan and/or Survey must be furnished by the Customer. Special Inspectors, if required, will be an additional cost.	0.00T
1	Permit Administration	Permit registration administration fee, not including any Municipal Fees (to be billed separately). Filing of notices to owner and/or Notice of Commencement by others.	0.00T

QTY	ACTIVITY	DESCRIPTION	AMOUNT
1	Permit Municipal Fees	City Permit Fees – \$2,820.26 The amount above represents a 7% allowance for City permit and recording fees, as requested by the City, and is included in the Total Estimate Price.	2,820.26
1	Dumpster Rental	Dumpster Rental for soil removal (if required). Excavated soil is normally left near the foundations for use by others elsewhere in the landscaping.	0.00T
1	Equipment Rental	Any necessary special equipment (Cranes, Scissor Lifts, etc.)	0.00T
1	R	Electrical Grounding/Bonding: Electrical grounding and/or bonding of the shade structures is not included in this Estimate and, if required, shall be provided by others.	0.00T
1	Repair	Site Restoration: Sod restoration associated with our installation is included in this Estimate. However, removal, replacement, and/or restoration of existing bushes, shrubs, or other landscaping that may be affected by the work shall be performed by the City.	0.00T
1	Concrete	Fiber Reinforced Concrete	0.00T
1	S/H - With Install Quote	Shipping and Handling will be an additional charge if Industrial Shadeports is not selected to perform the installation	0.00T
1	Payment Terms	Payment due upon completion of work. Progress payments may be requested for long duration projects. Price is based on cash or check payment. Credit card payments will require an additional charge.	0.00T
1	Delivery	4-8 Weeks after placement of order, receipt of deposit due and/or permit approval.	0.00T
1	FL Sales Tax Note	NOTE: Florida Sales Tax will be charged and collected unless a valid, current Florida Sales Tax Exemption Certificate is provided. Please submit your current Florida Sales Tax Exemption Certificate.	0.00T
1	Price Guarantee	Ask about our Low Price Guarantee! We will meet or beat any price on the market at the time of order.	0.00T
1	Delivery Guarantee	Ask about our Quick Delivery Guarantee! We will meet or beat any delivery time on the market at the time of order.	0.00T
1	Qualifications	Industrial Shadeports is the original USA manufacturer and Installer of Shadeports / Shade Structures / Shade Sails. We have been manufacturing in Broward County and have been installing our own products around the Country, in the Carribbean, and in the Pacific Islands since first introducing the product to the US market in 1993. We have also been manufacturing in Miami-Dade County since 2006. Industrial Shadeports is a Certified General Contractor in the State of Florida License #CGC1525577. Industrial Shadeports is a Certified Recreation Installation Specialist by the National Playground Contractors Association, Inc. #2023-1649. Industrial Shadeports has Certified Playground Safety Inspectors for all your shade needs.	0.00T

QTY	ACTIVITY	DESCRIPTION	AMOUNT
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Industrial Shadeports is a Broward County Florida Certified County Business Enterprise (CBE).

Industrial Shadeports is a Broward County Florida Certified Small Business Enterprise (SBE).

We are also a Palm Beach County Florida Certified Small Business Enterprise (SBE).

Miami Dade County provides reciprocity for the SBE Certifications.

Contact Industrial Shadeports Inc to pay.	SUBTOTAL	43,109.76
ACCEPTANCE OF ESTIMATE: The above prices, conditions and specifications are hereby accepted. You are authorized to perform the work as specified. All units are custom made and all sales are final. Payments are to be made promptly as outlines in the estimate. Past due invoices are subject to a 1.5% monthly finance charge. Invoices turned over to a third party for collection are subject to a 33% collection fee plus any other applicable fees. Unit(s) shall remain the property of Industrial Shadeports until the order is paid in full. Florida Sales Tax will be collected if applicable. NOTE: ALL FABRIC MUST BE REMOVED IF AND WHEN A HURRICANE OR SNOW WARNING IS PREDICTED OR POSTED FOR THE AREA.	TAX	0.00
	TOTAL	\$43,109.76

Accepted By

Accepted Date

Industrial Shadeports Inc
6600 NW 12th Ave, Suite 220
Fort Lauderdale, FL 33309
+19547550661
info@shadeports.com
www.Shadeports.com



Estimate

ADDRESS

City of Sunrise Leisure
Services
10610 West Oakland Park
Blvd.
Sunrise, FL 33351

SHIP TO

City Park Splash Pad
6600 Sunset Strip
Sunrise, FL 33313

ESTIMATE # 4006**DATE** 08/11/2026**EXPIRATION DATE** 09/11/2026**NAME**

Andrew Lopez

EMAIL

alopez@sunrisefl.gov

PHONE NUMBER

(786) 368-1079

QTY	ACTIVITY	DESCRIPTION	AMOUNT
1	Cantilever Design	One (1) 29'Lx10'W x8'H Powder coated Cantilever Shadeport Structure with two bays. Structure is designed for direct embedment in concrete foundations to be provided by Industrial Shadeports, Inc.	42,815.00T
1	Shadeport Installation	Install Shadeport Structure as per Engineering Specifications - No allowance for rock removal, dewatering, dumpster rental and unforeseen ground conditions, including tree roots, sprinkler systems and underground piping unless otherwise stated herein. An additional charge due to damaged existing steel structure (or restraining devices) will be billed at the current Service Rates as published by Industrial Shadeports, as will any delays beyond the control of Industrial Shadeports and/or the rental fee of any additional equipment that may be necessary to break through Coral. If soil testing is required to be done, this is to be done by others. Soil/rock will be left next to the finished foundation(s).	0.00T
1	Piggyback Contract (Clay County - 5% Discount)	This proposal is based on Piggybacking from the Clay County Agreement/Contract No. 2023/2024-297 expiring July 23rd, 2027, a copy of which can be provided upon request. Clay County has favorable pricing and terms which are represented within this proposal. Industrial Shadeports also has a number of additional contracts available for Piggybacking, including with the GSA	-2,140.75
1	Engineering	3 Sealed copies of Structural Engineering Drawings and Calculations (if required) for permitting. Drawings and calculations are signed and sealed by a State of Florida Licensed and Registered Structural Engineer. Current Site Plan and/or Survey must be furnished by the Customer. Special Inspectors, if required, will be an additional cost.	0.00T
1	Permit Administration	Permit registration administration fee, not including any Municipal Fees (to be billed separately). Filing of notices to owner and/or Notice of Commencement by others.	0.00T
1	Permit	City Permit Fees – \$2,847.20	2,847.20

QTY	ACTIVITY	DESCRIPTION	AMOUNT
	Municipal Fees	The amount above represents a 7% allowance for City permit and recording fees, as requested by the City, and is included in the Total Estimate Price.	
1	Dumpster Rental	Dumpster Rental for soil removal (if required). Excavated soil is normally left near the foundations for use by others elsewhere in the landscaping.	0.00T
1	Equipment Rental	Any necessary special equipment (Cranes, Scissor Lifts, etc.)	0.00T
1	R	Electrical Grounding/Bonding: Electrical grounding and/or bonding of the shade structures is not included in this Estimate and, if required, shall be provided by others.	0.00T
1	Repair	Site Restoration: Restoration associated with our installation is included in this Estimate. Existing concrete will be removed as required for installation of the new foundations. Upon completion, concrete will be restored to the existing finished grade and provided with a light broom finish for a slip-resistant surface. Exact color, texture, and appearance matching of the existing concrete is not included or guaranteed.	0.00T
1	Concrete	Fiber Reinforced Concrete	0.00T
1	S/H - With Install Quote	Shipping and Handling will be an additional charge if Industrial Shadeports is not selected to perform the installation	0.00T
1	Payment Terms	Payment due upon completion of work. Progress payments may be requested for long duration projects. Price is based on cash or check payment. Credit card payments will require an additional charge.	0.00T
1	Delivery	4-8 Weeks after placement of order, receipt of deposit due and/or permit approval.	0.00T
1	FL Sales Tax Note	NOTE: Florida Sales Tax will be charged and collected unless a valid, current Florida Sales Tax Exemption Certificate is provided. Please submit your current Florida Sales Tax Exemption Certificate.	0.00T
1	Price Guarantee	Ask about our Low Price Guarantee! We will meet or beat any price on the market at the time of order.	0.00T
1	Delivery Guarantee	Ask about our Quick Delivery Guarantee! We will meet or beat any delivery time on the market at the time of order.	0.00T
1	Qualifications	Industrial Shadeports is the original USA manufacturer and Installer of Shadeports / Shade Structures / Shade Sails. We have been manufacturing in Broward County and have been installing our own products around the Country, in the Carribbean, and in the Pacific Islands since first introducing the product to the US market in 1993. We have also been manufacturing in Miami-Dade County since 2006. Industrial Shadeports is a Certified General Contractor in the State of Florida License #CGC1525577. Industrial Shadeports is a Certified Recreation Installation Specialist by the National Playground Contractors Association, Inc. #2023-1649. Industrial Shadeports has Certified Playground Safety Inspectors	0.00T

QTY	ACTIVITY	DESCRIPTION	AMOUNT
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for all your shade needs.

Industrial Shadeports is a Broward County Florida Certified County Business Enterprise (CBE).

Industrial Shadeports is a Broward County Florida Certified Small Business Enterprise (SBE).

We are also a Palm Beach County Florida Certified Small Business Enterprise (SBE).

Miami Dade County provides reciprocity for the SBE Certifications.

Contact Industrial Shadeports Inc to pay.	SUBTOTAL	43,521.45
ACCEPTANCE OF ESTIMATE: The above prices, conditions and specifications are hereby accepted. You are authorized to perform the work as specified. All units are custom made and all sales are final. Payments are to be made promptly as outlines in the estimate. Past due invoices are subject to a 1.5% monthly finance charge. Invoices turned over to a third party for collection are subject to a 33% collection fee plus any other applicable fees. Unit(s) shall remain the property of Industrial Shadeports until the order is paid in full. Florida Sales Tax will be collected if applicable. NOTE: ALL FABRIC MUST BE REMOVED IF AND WHEN A HURRICANE OR SNOW WARNING IS PREDICTED OR POSTED FOR THE AREA.	TAX	0.00
	TOTAL	\$43,521.45

Accepted By

Accepted Date

Industrial Shadeports Inc
6600 NW 12th Ave, Suite 220
Fort Lauderdale, FL 33309
+19547550661
info@shadeports.com
www.Shadeports.com



Estimate

ADDRESS

City of Sunrise Leisure
Services
10610 West Oakland Park
Blvd.
Sunrise, FL 33351

SHIP TO

City Park
Tennis Courts
6600 Sunset Strip
Sunrise, FL 33313

ESTIMATE # 4046**DATE** 08/12/2026**EXPIRATION DATE** 09/14/2026**NAME**

Andrew Lopez

EMAIL

alopez@sunrisefl.gov

PHONE NUMBER

(786) 368-1079

QTY	ACTIVITY	DESCRIPTION	AMOUNT
1	Cantilever Design	Two (2) 4'L x 10'W x 8'H Powdercoated Cantilever Shadeport Structures. Structure is designed for direct embedment in concrete foundations to be provided by Industrial Shadeports, Inc.	46,785.00T
1	Shadeport Installation	Install Shadeport Structure as per Engineering Specifications - No allowance for rock removal, dewatering, dumpster rental and unforeseen ground conditions, including tree roots, sprinkler systems and underground piping unless otherwise stated herein. An additional charge due to damaged existing steel structure (or restraining devices) will be billed at the current Service Rates as published by Industrial Shadeports, as will any delays beyond the control of Industrial Shadeports and/or the rental fee of any additional equipment that may be necessary to break through Coral. If soil testing is required to be done, this is to be done by others. Soil/rock will be left next to the finished foundation(s).	0.00T
1	Piggyback Contract (Clay County - 5% Discount)	This proposal is based on Piggybacking from the Clay County Agreement/Contract No. 2023/2024-297 expiring July 23rd, 2027, a copy of which can be provided upon request. Clay County has favorable pricing and terms which are represented within this proposal. Industrial Shadeports also has a number of additional contracts available for Piggybacking, including with the GSA	-2,339.25
1	Engineering	3 Sealed copies of Structural Engineering Drawings and Calculations (if required) for permitting. Drawings and calculations are signed and sealed by a State of Florida Licensed and Registered Structural Engineer. Current Site Plan and/or Survey must be furnished by the Customer. Special Inspectors, if required, will be an additional cost.	0.00T
1	Permit Administration	Permit registration administration fee, not including any Municipal Fees (to be billed separately). Filing of notices to owner and/or Notice of Commencement by others.	0.00T
1	Permit	City Permit Fees – \$3,111.25	3,111.25

QTY	ACTIVITY	DESCRIPTION	AMOUNT
	Municipal Fees	The amount above represents a 7% allowance for City permit and recording fees, as requested by the City, and is included in the Total Estimate Price.	
1	Dumpster Rental	Dumpster Rental for soil removal (if required). Excavated soil is normally left near the foundations for use by others elsewhere in the landscaping.	0.00T
1	Equipment Rental	Any necessary special equipment (Cranes, Scissor Lifts, etc.)	0.00T
1	R	Electrical Grounding/Bonding: Electrical grounding and/or bonding of the shade structures is not included in this Estimate and, if required, shall be provided by others.	0.00T
1	Repair	Site Restoration: Standard site restoration associated with our installation, including required fence work and sod restoration, is included in this Estimate. Specialty sports/tennis court surface repair or restoration is not included, as the extent of any impact, if any, cannot be determined until completion of the Engineering and final foundation design. Should sports surface repair or restoration be required, it will be addressed separately as an additional cost.	0.00T
1	Concrete	Fiber Reinforced Concrete	0.00T
1	S/H - With Install Quote	Shipping and Handling will be an additional charge if Industrial Shadeports is not selected to perform the installation	0.00T
1	Payment Terms	Payment due upon completion of work. Progress payments may be requested for long duration projects. Price is based on cash or check payment. Credit card payments will require an additional charge.	0.00T
1	Delivery	4-8 Weeks after placement of order, receipt of deposit due and/or permit approval.	0.00T
1	FL Sales Tax Note	NOTE: Florida Sales Tax will be charged and collected unless a valid, current Florida Sales Tax Exemption Certificate is provided. Please submit your current Florida Sales Tax Exemption Certificate.	0.00T
1	Price Guarantee	Ask about our Low Price Guarantee! We will meet or beat any price on the market at the time of order.	0.00T
1	Delivery Guarantee	Ask about our Quick Delivery Guarantee! We will meet or beat any delivery time on the market at the time of order.	0.00T
1	Qualifications	Industrial Shadeports is the original USA manufacturer and Installer of Shadeports / Shade Structures / Shade Sails. We have been manufacturing in Broward County and have been installing our own products around the Country, in the Carribbean, and in the Pacific Islands since first introducing the product to the US market in 1993. We have also been manufacturing in Miami-Dade County since 2006. Industrial Shadeports is a Certified General Contractor in the State of Florida License #CGC1525577. Industrial Shadeports is a Certified Recreation Installation Specialist by the National Playground Contractors Association, Inc. #2023-1649. Industrial Shadeports has Certified Playground Safety Inspectors	0.00T

QTY	ACTIVITY	DESCRIPTION	AMOUNT
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for all your shade needs.

Industrial Shadeports is a Broward County Florida Certified County Business Enterprise (CBE).

Industrial Shadeports is a Broward County Florida Certified Small Business Enterprise (SBE).

We are also a Palm Beach County Florida Certified Small Business Enterprise (SBE).

Miami Dade County provides reciprocity for the SBE Certifications.

Contact Industrial Shadeports Inc to pay.	SUBTOTAL	47,557.00
ACCEPTANCE OF ESTIMATE: The above prices, conditions and specifications are hereby accepted. You are authorized to perform the work as specified. All units are custom made and all sales are final. Payments are to be made promptly as outlines in the estimate. Past due invoices are subject to a 1.5% monthly finance charge. Invoices turned over to a third party for collection are subject to a 33% collection fee plus any other applicable fees. Unit(s) shall remain the property of Industrial Shadeports until the order is paid in full. Florida Sales Tax will be collected if applicable. NOTE: ALL FABRIC MUST BE REMOVED IF AND WHEN A HURRICANE OR SNOW WARNING IS PREDICTED OR POSTED FOR THE AREA.	TAX	0.00
	TOTAL	\$47,557.00

Accepted By

Accepted Date

Industrial Shadeports Inc
6600 NW 12th Ave, Suite 220
Fort Lauderdale, FL 33309
+19547550661
info@shadeports.com
www.Shadeports.com



Estimate

ADDRESS

City of Sunrise Leisure
Services
10610 West Oakland Park
Blvd.
Sunrise, FL 33351

SHIP TO

Oscar Wind Park
200 North New River Circle
Sunrise, FL 33326

ESTIMATE # 4021**DATE** 08/11/2026**EXPIRATION DATE** 09/11/2026**NAME**

Andrew Lopez

EMAIL

alopez@sunrisefl.gov

PHONE NUMBER

786-368-1079

QTY	ACTIVITY	DESCRIPTION	AMOUNT
1	Hip Roof Design	SOCCER FIELD BLEACHER: One (1) 22'L x 14'W x 8'-10'H Powder Coated Steel Hip Roof Shadeport Structure. Structure is designed for direct embedment in concrete foundations to be provided by Industrial Shadeports, Inc.	36,535.00T
1	Shadeport Installation	Install Shadeport Structure as per Engineering Specifications - No allowance for rock removal, dewatering, dumpster rental and unforeseen ground conditions, including tree roots, sprinkler systems and underground piping unless otherwise stated herein. An additional charge due to damaged existing steel structure (or restraining devices) will be billed at the current Service Rates as published by Industrial Shadeports, as will any delays beyond the control of Industrial Shadeports and/or the rental fee of any additional equipment that may be necessary to break through Coral. If soil testing is required to be done, this is to be done by others. Soil/rock will be left next to the finished foundation(s).	0.00T
1	Piggyback Contract (Clay County - 5% Discount)	This proposal is based on Piggybacking from the Clay County Agreement/Contract No. 2023/2024-297 expiring July 23rd, 2027, a copy of which can be provided upon request. Clay County has favorable pricing and terms which are represented within this proposal. Industrial Shadeports also has a number of additional contracts available for Piggybacking, including with the GSA	-1,826.75
1	Engineering	3 Sealed copies of Structural Engineering Drawings and Calculations (if required) for permitting. Drawings and calculations are signed and sealed by a State of Florida Licensed and Registered Structural Engineer. Current Site Plan and/or Survey must be furnished by the Customer. Special Inspectors, if required, will be an additional cost.	0.00T
1	Permit Administration	Permit registration administration fee, not including any Municipal Fees (to be billed separately). Filing of notices to owner and/or Notice of Commencement by others.	0.00T
1	Permit	City Permit Fees – \$2,429.58	2,429.58

QTY	ACTIVITY	DESCRIPTION	AMOUNT
	Municipal Fees	The amount above represents a 7% allowance for City permit and recording fees, as requested by the City, and is included in the Total Estimate Price.	
1	Dumpster Rental	Dumpster Rental for soil removal (if required). Excavated soil is normally left near the foundations for use by others elsewhere in the landscaping.	0.00T
1	Equipment Rental	Any necessary special equipment (Cranes, Scissor Lifts, etc.)	0.00T
1	R	Electrical Grounding/Bonding: Electrical grounding and/or bonding of the shade structures is not included in this Estimate and, if required, shall be provided by others.	0.00T
1	Repair	Site Restoration: Sod restoration associated with our installation is included in this Estimate. However, removal, replacement, and/or restoration of existing bushes, shrubs, or other landscaping that may be affected by the work shall be performed by the City.	0.00T
1	Concrete	Fiber Reinforced Concrete	0.00T
1	S/H - With Install Quote	Shipping and Handling will be an additional charge if Industrial Shadeports is not selected to perform the installation	0.00T
1	Payment Terms	Payment due upon completion of work. Progress payments may be requested for long duration projects. Price is based on cash or check payment. Credit card payments will require an additional charge.	0.00T
1	Delivery	4-8 Weeks after placement of order, receipt of deposit due and/or permit approval.	0.00T
1	FL Sales Tax Note	NOTE: Florida Sales Tax will be charged and collected unless a valid, current Florida Sales Tax Exemption Certificate is provided. Please submit your current Florida Sales Tax Exemption Certificate.	0.00T
1	Price Guarantee	Ask about our Low Price Guarantee! We will meet or beat any price on the market at the time of order.	0.00T
1	Delivery Guarantee	Ask about our Quick Delivery Guarantee! We will meet or beat any delivery time on the market at the time of order.	0.00T
1	Qualifications	Industrial Shadeports is the original USA manufacturer and Installer of Shadeports / Shade Structures / Shade Sails. We have been manufacturing in Broward County and have been installing our own products around the Country, in the Carribbean, and in the Pacific Islands since first introducing the product to the US market in 1993. We have also been manufacturing in Miami-Dade County since 2006. Industrial Shadeports is a Certified General Contractor in the State of Florida License #CGC1525577. Industrial Shadeports is a Certified Recreation Installation Specialist by the National Playground Contractors Association, Inc. #2023-1649. Industrial Shadeports has Certified Playground Safety Inspectors for all your shade needs. Industrial Shadeports is a Broward County Florida Certified County	0.00T

QTY	ACTIVITY	DESCRIPTION	AMOUNT
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Business Enterprise (CBE).

Industrial Shadeports is a Broward County Florida Certified Small Business Enterprise (SBE).

We are also a Palm Beach County Florida Certified Small Business Enterprise (SBE).

Miami Dade County provides reciprocity for the SBE Certifications.

Contact Industrial Shadeports Inc to pay.	SUBTOTAL	37,137.83
ACCEPTANCE OF ESTIMATE: The above prices, conditions and specifications are hereby accepted. You are authorized to perform the work as specified. All units are custom made and all sales are final. Payments are to be made promptly as outlines in the estimate. Past due invoices are subject to a 1.5% monthly finance charge. Invoices turned over to a third party for collection are subject to a 33% collection fee plus any other applicable fees. Unit(s) shall remain the property of Industrial Shadeports until the order is paid in full. Florida Sales Tax will be collected if applicable. NOTE: ALL FABRIC MUST BE REMOVED IF AND WHEN A HURRICANE OR SNOW WARNING IS PREDICTED OR POSTED FOR THE AREA.	TAX	0.00
	TOTAL	\$37,137.83

Accepted By

Accepted Date

Industrial Shadeports Inc
6600 NW 12th Ave, Suite 220
Fort Lauderdale, FL 33309
+19547550661
info@shadeports.com
www.Shadeports.com



Estimate

ADDRESS

City of Sunrise Leisure
Services
10610 West Oakland Park
Blvd.
Sunrise, FL 33351

SHIP TO

SAC - Tennis Courts
9101 NW 50th Street
Sunrise, FL 33351

ESTIMATE # 4047**DATE** 08/11/2026**EXPIRATION DATE** 09/11/2026**NAME**

Andrew Lopez

EMAIL

alopez@sunrisefl.gov

PHONE NUMBER

(786) 368-1079

QTY	ACTIVITY	DESCRIPTION	AMOUNT
1	T Cantilever Hip Roof Design	Two (2) 8'L x 10'W x 8'H Powdercoated Steel Cantilever Hip Roof Shadeport Structures. Structures are designed for direct embedment in concrete foundations to be provided by Industrial Shadeports, Inc.	52,240.00T
1	Shadeport Installation	Install Shadeport Structure as per Engineering Specifications - No allowance for rock removal, dewatering, dumpster rental and unforeseen ground conditions, including tree roots, sprinkler systems and underground piping unless otherwise stated herein. An additional charge due to damaged existing steel structure (or restraining devices) will be billed at the current Service Rates as published by Industrial Shadeports, as will any delays beyond the control of Industrial Shadeports and/or the rental fee of any additional equipment that may be necessary to break through Coral. If soil testing is required to be done, this is to be done by others. Soil/rock will be left next to the finished foundation(s).	0.00T
1	Piggyback Contract (Clay County - 5% Discount)	This proposal is based on Piggybacking from the Clay County Agreement/Contract No. 2023/2024-297 expiring July 23rd, 2027, a copy of which can be provided upon request. Clay County has favorable pricing and terms which are represented within this proposal. Industrial Shadeports also has a number of additional contracts available for Piggybacking, including with the GSA	-2,612.00
1	Engineering	3 Sealed copies of Structural Engineering Drawings and Calculations (if required) for permitting. Drawings and calculations are signed and sealed by a State of Florida Licensed and Registered Structural Engineer. Current Site Plan and/or Survey must be furnished by the Customer. Special Inspectors, if required, will be an additional cost.	0.00T
1	Permit Administration	Permit registration administration fee, not including any Municipal Fees (to be billed separately). Filing of notices to owner and/or Notice of Commencement by others.	0.00T
1	Permit	City Permit Fees – \$3,473.96	3,473.96

QTY	ACTIVITY	DESCRIPTION	AMOUNT
	Municipal Fees	The amount above represents a 7% allowance for City permit and recording fees, as requested by the City, and is included in the Total Estimate Price.	
1	Dumpster Rental	Dumpster Rental for soil removal (if required). Excavated soil is normally left near the foundations for use by others elsewhere in the landscaping.	0.00T
1	Equipment Rental	Any necessary special equipment (Cranes, Scissor Lifts, etc.)	0.00T
1	R	Electrical Grounding/Bonding: Electrical grounding and/or bonding of the shade structures is not included in this Estimate and, if required, shall be provided by others.	0.00T
1	Repair	Site Restoration: Standard site restoration associated with our installation, including required fence work and sod restoration, is included in this Estimate. Specialty sports/tennis court surface repair or restoration is not included, as the extent of any impact, if any, cannot be determined until completion of the Engineering and final foundation design. Should sports surface repair or restoration be required, it will be addressed separately as an additional cost.	0.00T
1	Concrete	Fiber Reinforced Concrete	0.00T
1	S/H - With Install Quote	Shipping and Handling will be an additional charge if Industrial Shadeports is not selected to perform the installation	0.00T
1	Payment Terms	Payment due upon completion of work. Progress payments may be requested for long duration projects. Price is based on cash or check payment. Credit card payments will require an additional charge.	0.00T
1	Delivery	4-8 Weeks after placement of order, receipt of deposit due and/or permit approval.	0.00T
1	FL Sales Tax Note	NOTE: Florida Sales Tax will be charged and collected unless a valid, current Florida Sales Tax Exemption Certificate is provided. Please submit your current Florida Sales Tax Exemption Certificate.	0.00T
1	Price Guarantee	Ask about our Low Price Guarantee! We will meet or beat any price on the market at the time of order.	0.00T
1	Delivery Guarantee	Ask about our Quick Delivery Guarantee! We will meet or beat any delivery time on the market at the time of order.	0.00T
1	Qualifications	Industrial Shadeports is the original USA manufacturer and Installer of Shadeports / Shade Structures / Shade Sails. We have been manufacturing in Broward County and have been installing our own products around the Country, in the Carribbean, and in the Pacific Islands since first introducing the product to the US market in 1993. We have also been manufacturing in Miami-Dade County since 2006. Industrial Shadeports is a Certified General Contractor in the State of Florida License #CGC1525577. Industrial Shadeports is a Certified Recreation Installation Specialist by the National Playground Contractors Association, Inc. #2023-1649. Industrial Shadeports has Certified Playground Safety Inspectors	0.00T

QTY	ACTIVITY	DESCRIPTION	AMOUNT
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for all your shade needs.

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Industrial Shadeports is a Broward County Florida Certified Small Business Enterprise (SBE).

We are also a Palm Beach County Florida Certified Small Business Enterprise (SBE).

Miami Dade County provides reciprocity for the SBE Certifications.

Contact Industrial Shadeports Inc to pay.	SUBTOTAL	53,101.96
ACCEPTANCE OF ESTIMATE: The above prices, conditions and specifications are hereby accepted. You are authorized to perform the work as specified. All units are custom made and all sales are final. Payments are to be made promptly as outlines in the estimate. Past due invoices are subject to a 1.5% monthly finance charge. Invoices turned over to a third party for collection are subject to a 33% collection fee plus any other applicable fees. Unit(s) shall remain the property of Industrial Shadeports until the order is paid in full. Florida Sales Tax will be collected if applicable. NOTE: ALL FABRIC MUST BE REMOVED IF AND WHEN A HURRICANE OR SNOW WARNING IS PREDICTED OR POSTED FOR THE AREA.	TAX	0.00
	TOTAL	\$53,101.96

Accepted By

Accepted Date

Industrial Shadeports Inc

6600 NW 12th Ave, Suite 220
Fort Lauderdale, FL 33309
+19547550661
info@shadeports.com
www.Shadeports.com



**Industrial
Shadeports**

Estimate

ADDRESS

City of Sunrise Leisure
Services
10610 West Oakland Park
Blvd.
Sunrise, FL 33351

SHIP TO

Flamingo Park
Tennis Court
12855 NW 8th Street
Sunrise, FL 33323

ESTIMATE # 4048**DATE** 08/11/2026**EXPIRATION DATE** 09/11/2026**NAME**

Andrew Lopez

EMAIL

alopez@sunrisefl.gov

PHONE NUMBER

(786) 368-1079

QTY	ACTIVITY	DESCRIPTION	AMOUNT
1	Cantilever Design	One (1) 4'L x 10'W x 8'H Powdercoated Cantilever Shadeport Structure. Structure is designed for direct embedment in concrete foundations to be provided by Industrial Shadeports, Inc.	35,695.00T
1	Shadeport Installation	Install Shadeport Structure as per Engineering Specifications - No allowance for rock removal, dewatering, dumpster rental and unforeseen ground conditions, including tree roots, sprinkler systems and underground piping unless otherwise stated herein. An additional charge due to damaged existing steel structure (or restraining devices) will be billed at the current Service Rates as published by Industrial Shadeports, as will any delays beyond the control of Industrial Shadeports and/or the rental fee of any additional equipment that may be necessary to break through Coral. If soil testing is required to be done, this is to be done by others. Soil/rock will be left next to the finished foundation(s).	0.00T
1	Piggyback Contract (Clay County - 5% Discount)	This proposal is based on Piggybacking from the Clay County Agreement/Contract No. 2023/2024-297 expiring July 23rd, 2027, a copy of which can be provided upon request. Clay County has favorable pricing and terms which are represented within this proposal. Industrial Shadeports also has a number of additional contracts available for Piggybacking, including with the GSA	-1,784.75T
1	Engineering	3 Sealed copies of Structural Engineering Drawings and Calculations (if required) for permitting. Drawings and calculations are signed and sealed by a State of Florida Licensed and Registered Structural Engineer. Current Site Plan and/or Survey must be furnished by the Customer. Special Inspectors, if required, will be an additional cost.	0.00T
1	Permit Administration	Permit registration administration fee, not including any Municipal Fees (to be billed separately). Filing of notices to owner and/or Notice of Commencement by others.	0.00T
1	Permit	City Permit Fees – \$2,373.71	2,373.71

QTY	ACTIVITY	DESCRIPTION	AMOUNT
	Municipal Fees	The amount above represents a 7% allowance for City permit and recording fees, as requested by the City, and is included in the Total Estimate Price.	
1	Dumpster Rental	Dumpster Rental for soil removal (if required). Excavated soil is normally left near the foundations for use by others elsewhere in the landscaping.	0.00T
1	Equipment Rental	Any necessary special equipment (Cranes, Scissor Lifts, etc.)	0.00T
1	R	Electrical Grounding/Bonding: Electrical grounding and/or bonding of the shade structures is not included in this Estimate and, if required, shall be provided by others.	0.00T
1	Repair	Site Restoration: Standard site restoration associated with our installation, including required fence work and sod restoration, is included in this Estimate. Specialty sports/tennis court surface repair or restoration is not included, as the extent of any impact, if any, cannot be determined until completion of the Engineering and final foundation design. Should sports surface repair or restoration be required, it will be addressed separately as an additional cost.	0.00T
1	Concrete	Fiber Reinforced Concrete	0.00T
1	S/H - With Install Quote	Shipping and Handling will be an additional charge if Industrial Shadeports is not selected to perform the installation	0.00T
1	Payment Terms	Payment due upon completion of work. Progress payments may be requested for long duration projects. Price is based on cash or check payment. Credit card payments will require an additional charge.	0.00T
1	Delivery	4-8 Weeks after placement of order, receipt of deposit due and/or permit approval.	0.00T
1	FL Sales Tax Note	NOTE: Florida Sales Tax will be charged and collected unless a valid, current Florida Sales Tax Exemption Certificate is provided. Please submit your current Florida Sales Tax Exemption Certificate.	0.00T
1	Price Guarantee	Ask about our Low Price Guarantee! We will meet or beat any price on the market at the time of order.	0.00T
1	Delivery Guarantee	Ask about our Quick Delivery Guarantee! We will meet or beat any delivery time on the market at the time of order.	0.00T
1	Qualifications	Industrial Shadeports is the original USA manufacturer and Installer of Shadeports / Shade Structures / Shade Sails. We have been manufacturing in Broward County and have been installing our own products around the Country, in the Carribbean, and in the Pacific Islands since first introducing the product to the US market in 1993. We have also been manufacturing in Miami-Dade County since 2006. Industrial Shadeports is a Certified General Contractor in the State of Florida License #CGC1525577. Industrial Shadeports is a Certified Recreation Installation Specialist by the National Playground Contractors Association, Inc. #2023-1649. Industrial Shadeports has Certified Playground Safety Inspectors	0.00T

QTY	ACTIVITY	DESCRIPTION	AMOUNT
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for all your shade needs.

Industrial Shadeports is a Broward County Florida Certified County Business Enterprise (CBE).

Industrial Shadeports is a Broward County Florida Certified Small Business Enterprise (SBE).

We are also a Palm Beach County Florida Certified Small Business Enterprise (SBE).

Miami Dade County provides reciprocity for the SBE Certifications.

Contact Industrial Shadeports Inc to pay.	SUBTOTAL	36,283.96
ACCEPTANCE OF ESTIMATE: The above prices, conditions and specifications are hereby accepted. You are authorized to perform the work as specified. All units are custom made and all sales are final. Payments are to be made promptly as outlines in the estimate. Past due invoices are subject to a 1.5% monthly finance charge. Invoices turned over to a third party for collection are subject to a 33% collection fee plus any other applicable fees. Unit(s) shall remain the property of Industrial Shadeports until the order is paid in full. Florida Sales Tax will be collected if applicable. NOTE: ALL FABRIC MUST BE REMOVED IF AND WHEN A HURRICANE OR SNOW WARNING IS PREDICTED OR POSTED FOR THE AREA.	TAX	0.00
	TOTAL	\$36,283.96

Accepted By	Accepted Date
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Industrial Shadeports Inc

6600 NW 12th Ave, Suite 220
Fort Lauderdale, FL 33309
+19547550661
info@shadeports.com
www.Shadeports.com

**Industrial
Shadeports**

Estimate

ADDRESS

City of Sunrise Leisure
Services
10610 West Oakland Park
Blvd.
Sunrise, FL 33351

SHIP TO

Flamingo Park
Splash Pad Equipment
Area
12855 NW 8th Street
Sunrise, FL 33323

ESTIMATE # 4222**DATE** 08/11/2026**EXPIRATION DATE** 09/11/2026**NAME**

Andrew Lopez

EMAIL

alopez@sunrisefl.gov

PHONE NUMBER

(786) 368-1079

QTY	ACTIVITY	DESCRIPTION	AMOUNT
1	Cantilever Hip Roof Design	One (1) 18'L x 13'W x 8'H Powder Coated Steel Single Cantilever Hip Roof Shadeport Structure. Structure is designed for direct embedment in concrete foundations to be provided by Industrial Shadeports, Inc.	42,880.00T
1	Piggyback Contract (Clay County - 5% Discount)	This proposal is based on Piggybacking from the Clay County Agreement/Contract No. 2023/2024-297 expiring July 23rd, 2027, a copy of which can be provided upon request. Clay County has favorable pricing and terms which are represented within this proposal. Industrial Shadeports also has a number of additional contracts available for Piggybacking, including with the GSA	-2,144.00
1	Shadeport Installation	Install Shadeport Structure as per Engineering Specifications - No allowance for rock removal, dewatering, dumpster rental and unforeseen ground conditions, including tree roots, sprinkler systems and underground piping unless otherwise stated herein. An additional charge due to damaged existing steel structure (or restraining devices) will be billed at the current Service Rates as published by Industrial Shadeports, as will any delays beyond the control of Industrial Shadeports and/or the rental fee of any additional equipment that may be necessary to break through Coral. If soil testing is required to be done, this is to be done by others. Soil/rock will be left next to the finished foundation(s).	0.00T
1	Engineering	3 Sealed copies of Structural Engineering Drawings and Calculations (if required) for permitting. Drawings and calculations are signed and sealed by a State of Florida Licensed and Registered Structural Engineer. Current Site Plan and/or Survey must be furnished by the Customer. Special Inspectors, if required, will be an additional cost.	0.00T
1	Permit Administration	Permit registration administration fee, not including any Municipal Fees (to be billed separately). Filing of notices to owner and/or Notice of Commencement by others.	0.00T
1	Permit	City Permit Fees – 7% Allowance: \$2,851.52	2,851.52

QTY	ACTIVITY	DESCRIPTION	AMOUNT
	Municipal Fees	The amount above represents a 7% allowance for City permit and recording fees, as requested by the City, and is included in the Total Estimate Price.	
1	Dumpster Rental	Dumpster Rental for soil removal (if required). Excavated soil is normally left near the foundations for use by others elsewhere in the landscaping.	0.00T
1	Equipment Rental	Any necessary special equipment (Cranes, Scissor Lifts, etc.)	0.00T
1	R	Electrical Grounding/Bonding: Electrical grounding and/or bonding of the shade structures is not included in this Estimate and, if required, shall be provided by others.	0.00T
1	Repair	Site Restoration: Sod restoration associated with our installation is included in this Estimate. However, removal, replacement, and/or restoration of existing bushes, shrubs, or other landscaping that may be affected by the work shall be performed by the City.	0.00T
1	Concrete	Fiber Reinforced Concrete	0.00T
1	S/H - With Install Quote	Shipping and Handling will be an additional charge if Industrial Shadeports is not selected to perform the installation	0.00T
1	Payment Terms	Payment due upon completion of work. Progress payments may be requested for long duration projects. Price is based on cash or check payment. Credit card payments will require an additional charge.	0.00T
1	Delivery	4-8 Weeks after placement of order, receipt of deposit due and/or permit approval.	0.00T
1	FL Sales Tax Note	NOTE: Florida Sales Tax will be charged and collected unless a valid, current Florida Sales Tax Exemption Certificate is provided. Please submit your current Florida Sales Tax Exemption Certificate.	0.00T
1	Price Guarantee	Ask about our Low Price Guarantee! We will meet or beat any price on the market at the time of order.	0.00T
1	Delivery Guarantee	Ask about our Quick Delivery Guarantee! We will meet or beat any delivery time on the market at the time of order.	0.00T
1	Qualifications	Industrial Shadeports is the original USA manufacturer and Installer of Shadeports / Shade Structures / Shade Sails. We have been manufacturing in Broward County and have been installing our own products around the Country, in the Carribbean, and in the Pacific Islands since first introducing the product to the US market in 1993. We have also been manufacturing in Miami-Dade County since 2006. Industrial Shadeports is a Certified General Contractor in the State of Florida License #CGC1525577. Industrial Shadeports is a Certified Recreation Installation Specialist by the National Playground Contractors Association, Inc. #2023-1649. Industrial Shadeports has Certified Playground Safety Inspectors for all your shade needs. Industrial Shadeports is a Broward County Florida Certified County Business Enterprise (CBE).	0.00T

QTY	ACTIVITY	DESCRIPTION	AMOUNT
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Industrial Shadeports is a Broward County Florida Certified Small Business Enterprise (SBE).

We are also a Palm Beach County Florida Certified Small Business Enterprise (SBE).

Miami Dade County provides reciprocity for the SBE Certifications.

Contact Industrial Shadeports Inc to pay.	SUBTOTAL	43,587.52
ACCEPTANCE OF ESTIMATE: The above prices, conditions and specifications are hereby accepted. You are authorized to perform the work as specified. All units are custom made and all sales are final. Payments are to be made promptly as outlines in the estimate. Past due invoices are subject to a 1.5% monthly finance charge. Invoices turned over to a third party for collection are subject to a 33% collection fee plus any other applicable fees. Unit(s) shall remain the property of Industrial Shadeports until the order is paid in full. Florida Sales Tax will be collected if applicable. NOTE: ALL FABRIC MUST BE REMOVED IF AND WHEN A HURRICANE OR SNOW WARNING IS PREDICTED OR POSTED FOR THE AREA.	TAX	0.00
	TOTAL	\$43,587.52

Accepted By	Accepted Date
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Industrial Shadeports Inc

6600 NW 12th Ave, Suite 220

Fort Lauderdale, FL 33309

+19547550661

info@shadeports.com

www.Shadeports.com

**Industrial
Shadeports**

Estimate

ADDRESS

City of Sunrise Leisure
Services
10610 West Oakland Park
Blvd.
Sunrise, FL 33351

SHIP TO

Village Beach Club
Pool Equipment Area
6767 NW 24th Street
Sunrise, FL 33313

ESTIMATE # 4224**DATE** 08/11/2026**EXPIRATION DATE** 09/11/2026**NAME**

Andrew Lopez

EMAIL

alopez@sunrisefl.gov

PHONE NUMBER

(786) 368-1079

QTY	ACTIVITY	DESCRIPTION	AMOUNT
1	New Unit Shade Cover	Supply and installation of three (3) wall-top-mounted 2'-0" support poles and three (3) wall-mounted connection brackets for the attachment of two (2) removable, UV-stabilized, high-density polyethylene (HDPE) woven shade cloth fabric covers, complete with all required stainless steel cables, fittings, tensioning hardware, and connection accessories for a complete installation. Fabric color to be selected from the manufacturer's standard color options and confirmed at the time of order. Existing Wall Conditions: This Estimate assumes that the existing walls are structurally adequate to support the proposed shade structure connections and associated wind-load reactions. Industrial Shadeports, Inc. is not responsible for the structural integrity or capacity of the existing walls. Any modifications, reinforcement, repairs, or improvements to the existing walls determined to be necessary for the installation are not included in this Estimate and, if required, will be billed separately at cost plus 15%.	17,485.00T
1	Piggyback Contract (Clay County - 5% Discount)	This proposal is based on Piggybacking from the Clay County Agreement/Contract No. 2023/2024-297 expiring July 23rd, 2027, a copy of which can be provided upon request. Clay County has favorable pricing and terms which are represented within this proposal. Industrial Shadeports also has a number of additional contracts available for Piggybacking, including with the GSA	-874.25
1	Shadeport Installation	Install Shadeport Structure as per Engineering Specifications - No allowance for rock removal, dewatering, dumpster rental and unforeseen ground conditions, including tree roots, sprinkler systems and underground piping unless otherwise stated herein. An additional charge due to damaged existing steel structure (or restraining devices) will be billed at the current Service Rates as published by Industrial Shadeports, as will any delays beyond the control of Industrial Shadeports and/or the rental fee of any	0.00T

QTY	ACTIVITY	DESCRIPTION	AMOUNT
		additional equipment that may be necessary to break though Coral. If soil testing is required to be done, this is to be done by others. Soil/rock will be left next to the finished foundation(s).	
1	Engineering	3 Sealed copies of Structural Engineering Drawings and Calculations (if required) for permitting. Drawings and calculations are signed and sealed by a State of Florida Licensed and Registered Structural Engineer. Current Site Plan and/or Survey must be furnished by the Customer. Special Inspectors, if required, will be an additional cost.	0.00T
1	Permit Administration Option	*** If Permit is Necessary *** Permit registration administration fee, not including any Municipal Fees (to be billed separately). Filing of notices to owner and/or Notice of Commencement by others.	0.00T
1	Permit Municipal Fees	City Permit Fees – \$1,162.75 The amount above represents a 7% allowance for City permit and recording fees, as requested by the City, and is included in the Total Estimate Price.	1,162.75
1	Dumpster Rental	Dumpster Rental for soil removal (if required). Excavated soil is normally left near the foundations for use by others elsewhere in the landscaping.	0.00T
1	Equipment Rental	Any necessary special equipment (Cranes, Scissor Lifts, etc.)	0.00T
1	R	Electrical Grounding/Bonding: Electrical grounding and/or bonding of the shade structures is not included in this Estimate and, if required, shall be provided by others.	0.00T
1	Repair	Site Restoration: Sod restoration associated with our installation is included in this Estimate. However, removal, replacement, and/or restoration of existing bushes, shrubs, or other landscaping that may be affected by the work shall be performed by the City.	0.00T
1	Concrete	Fiber Reinforced Concrete	0.00T
1	S/H - With Install Quote	Shipping and Handling will be an additional charge if Industrial Shadeports is not selected to perform the installation	0.00T
1	Payment Terms	Payment due upon completion of work. Progress payments may be requested for long duration projects. Price is based on cash or check payment. Credit card payments will require an additional charge.	0.00T
1	Delivery	4-8 Weeks after placement of order, receipt of deposit due and/or permit approval.	0.00T
1	FL Sales Tax Note	NOTE: Florida Sales Tax will be charged and collected unless a valid, current Florida Sales Tax Exemption Certificate is provided. Please submit your current Florida Sales Tax Exemption Certificate.	0.00T
1	Price Guarantee	Ask about our Low Price Guarantee! We will meet or beat any price on the market at the time of order.	0.00T
1	Delivery Guarantee	Ask about our Quick Delivery Guarantee! We will meet or beat any delivery time on the market at the time of order.	0.00T
1	Qualifications	Industrial Shadeports is the original USA manufacturer and Installer of Shadeports / Shade Structures / Shade Sails. We have been manufacturing in Broward County and have been installing our own products around the Country, in the Carribean, and in the Pacific Islands since first introducing the product to the US market in 1993.	0.00T

QTY	ACTIVITY	DESCRIPTION	AMOUNT
		We have also been manufacturing in Miami-Dade County since 2006.	
		Industrial Shadeports is a Certified General Contractor in the State of Florida License #CGC1525577.	
		Industrial Shadeports is a Certified Recreation Installation Specialist by the National Playground Contractors Association, Inc. #2023-1649.	
		Industrial Shadeports has Certified Playground Safety Inspectors for all your shade needs.	
		Industrial Shadeports is a Broward County Florida Certified County Business Enterprise (CBE).	
		Industrial Shadeports is a Broward County Florida Certified Small Business Enterprise (SBE).	
		We are also a Palm Beach County Florida Certified Small Business Enterprise (SBE).	
		Miami Dade County provides reciprocity for the SBE Certifications.	

Contact Industrial Shadeports Inc to pay.	SUBTOTAL	17,773.50
ACCEPTANCE OF ESTIMATE: The above prices, conditions and specifications are hereby accepted. You are authorized to perform the work as specified. All units are custom made and all sales are final. Payments are to be made promptly as outlines in the estimate. Past due invoices are subject to a 1.5% monthly finance charge. Invoices turned over to a third party for collection are subject to a 33% collection fee plus any other applicable fees. Unit(s) shall remain the property of Industrial Shadeports until the order is paid in full. Florida Sales Tax will be collected if applicable. NOTE: ALL FABRIC MUST BE REMOVED IF AND WHEN A HURRICANE OR SNOW WARNING IS PREDICTED OR POSTED FOR THE AREA.	TAX	0.00
	TOTAL	\$17,773.50

Accepted By

Accepted Date

EXHIBIT B

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, as _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

EXHIBIT C

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Sunrise.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

Date: _____
Entity: _____
Signature: _____
Print Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ of _____.

(SEAL)

Signature of Notary Public – State of Florida

Print, type of stamp commissioned name of
Notary Public

Personally Known OR Produced Identification

Type of Identification Produced _____