

RESOLUTION NO. 09-221

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE PURCHASE OF 25 TRASH CONTAINERS FOR THE PUBLIC RIGHT OF WAY FROM SITE HORIZONS IN THE AMOUNT OF \$28,295.00, PURSUANT TO SECTION 2-797(3) FOR BRAND NAME ITEMS IN ACCORDANCE WITH 2-844 OF THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

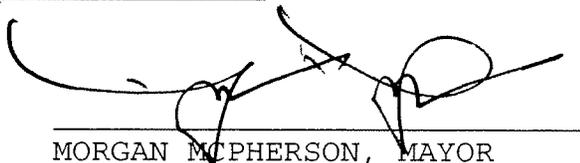
Section 1: That the purchase of twenty-five Victor Stanley 36 gallon trash containers from Site Horizons in an amount not to exceed \$28,295.00 is authorized pursuant to Key West City Code of Ordinances sections 2-797(3) and 2-844

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 1st day of September, 2009.

Authenticated by the presiding officer and Clerk of the Commission on September 2, 2009.

Filed with the Clerk September 2, 2009.


MORGAN MCPHERSON, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

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TO: Jim Scholl, City Manager

Cc: Mark Finigan, Asst. City Manager
E. David Fernandez, Asst. City Manager-Operations

FROM: Gary W. Bowman, General Services Dept. Director

DATE: August 12, 2009

SUBJECT: **Approving the Purchase of 25 Trash Cans for the Public Right of Way from Site Horizons in the Amount of \$28,295.00, Piggybacking on the Competitive Bid from the Osceola County School District.**

Action statement:

This resolution will allow for the City to purchase 25 Victor Stanley brand trash cans for placement on the public right-of-way from Site Horizons in the amount of \$28,295. We will piggyback on the competitive bid from the Osceola County School District that was awarded in May, 2009.

Background:

The City has received complaints about the cleanliness of the busiest pedestrian areas of our City, specifically the areas surrounding Duval St. With the recent conversion of several existing cans into recycling containers, many individuals are unfortunately continuing to deposit non-recyclable solid waste into the new recycling containers. The placement of trash cans adjacent to the recycling containers should help rectify this predicament.

Additionally, our current trash cans require the lining within the cans to be lifted out of the top when the trash is removed, which is difficult to do because of its heavy weight which can result in spillage.

Purpose & Justification:

City Staff has searched several available designs for trash cans and chose this as our best option for our City. We are recommending purchase of these cans due to the following reasons, which make these specially-designed cans from Victor Stanley unique:

- Fabricated metal construction with hot-dip galvanizing that can better withstand our harsh environment
- Design that is aesthetically pleasing and matches our existing street furniture
- Side removal of trash liner making it less likely to spill when Waste Management empties container
- HARC-friendly design

Options:

1. Approving the purchase of 25 Victor Stanley trash cans from Site Horizons to assist our efforts to beautify our downtown. We will piggyback on the competitive bid from the Osceola County School District to do so.
2. Go out for our own bid, which will delay our efforts to beautify downtown.
3. The City could choose not to approve the purchase and continue using our present cans, despite many of the problems listed above.

Financial Impact:

The City has allocated \$50,000 for replacement trash cans in the FY 2009 solid waste budget in budget line item 403-3408-534-46-00. There are sufficient funds available to accommodate the purchase price of \$28,295.00.

We will be piggybacking on the competitive bid from the Osceola County School District, which has given us permission to do so (page 9 of Osceola County bid proposal). In actuality, we are getting an even better price than the school board, since we will be receiving a 10% discount off of the price sheet Site Horizons submitted with their bid, as opposed to the 5% they offered the school district.

Recommendation:

The staff recommends option #1, the purchase of 25 Victor Stanley cans from Site Horizons in the amount of \$28,295.00 to be placed in our busiest downtown pedestrian areas.



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

M E M O R A N D U M

To: Jim Scholl, City Manager
 Mark Finigan, Asst. City Manager
 David Fernandez, Asst. City Manager

From: Gary Bowman, General Services and Engineering Services Director

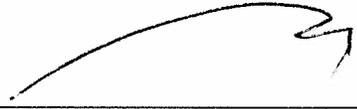
Date: 8/17/2009

Reference: Brand Name Purchase of 25 Victor Stanley 36-Gallon Trash Containers for Public Right of Way from Site Horizons in the Amount of \$28,295.00

Pursuant to purchasing Code 2-844 relating to Brand Name Specifications, "Since use of a brand name specification is restrictive of product competition, it may be used only when the purchasing agent makes a written determination that only the identified brand name item will satisfy the City's needs."

Additionally, "The Purchasing Agent shall seek to identify sources from which the designated brand name item can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under the sole source procurement provisions of section 2-797".

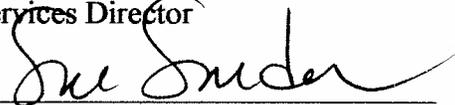
In this case, these Victor Stanley Cans are the preferred can chosen by City Staff because of its durability, side-door opening panel, and appearance suitable to the City's historic district guidelines. We will seek City Commission approval for this purchase. Pricing for similar (but not identical) products are in a similar price range, from \$920.83 to \$1,131.41 per can, which does not include the cost of hot dip galvanizing to increase durability.



Approved by Gary Bowman,
 General Services Director

8-17-09

Date



Approved by Sue Snider,
 Purchasing Agent

8-17-09

Date

SITE HORIZONS

QUOTE

13750 W. Colonial Drive, Suite 350-134, Winter Garden, FL 34787
Tel: 407-947-6318 Fax: 407-614-4313

Authorized Representative for Victor Stanley, Inc.

Quote Date: 7/8/09

Sell To:

Jay Gewin

City of Key West

PO Box 1409

Key West, FL 33041

PH: 305-809-3902

e-mail: jgewin@keywestcity.com

Ship To:

City of Key West

5701 College Road

Key West, FL 33040

DELIVERY CONTACT: TBD

Qty	Model No	Description	Unit Cost	Discount	Total
25	SD-42	Ironsites Series 36-gallon side-door litter receptacle, std tapered formed lid, std liner, latch, Black	\$998.00	10%	\$22,455.00
25	Hot Dip	Hot Dip Galvanizing of SD-42's	\$198.00		\$4,950.00

Price Includes 10% Discount

Price Excludes: Installation

Sub-Total: \$27,405.00
Tax: exempt
Freight: \$890.00
Total: \$28,295.00

Lead Time: 5-7 Weeks ARO

Payment Terms: Net 30 with approved credit

Sales Associate: Mary Langley

Ship Via: Roadway

FOB: Factory

This Quote is valid for 30 days

Approval and Acceptance of this quote may be executed by signing and faxing to 407-614-4313

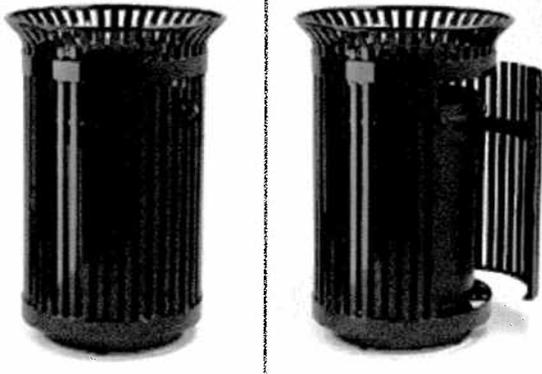
Signature: _____ Title _____ Date _____

**All Purchase Orders must be made out to Victor Stanley, Inc -
PO Drawer 330 - Dunkirk, MD 20754**



Ironsites® Series | SD-42

[print](#) [close window](#)



Model SD-42: Ironsites® Series Side-Door Litter Receptacle

Model SD-42: (36-gallon capacity) shown here with standard tapered formed lid.

Standard Capacities:

- S-35: 24-gallon (90 liter)
- S-42: 36-gallon (136 liter)
- S-424: 36-gallon (136 liter)
- S-45: 45-gallon (170 liter)
- SD-35: 24-gallon (90 liter) Side-Door
- SD-42: 36-gallon (136 liter) Side-Door

Options:

Side-Door litter receptacles ("SD") are a marvel of detail and structural integrity. The side door hinges have stainless-steel hinge pins and oil-impregnated bronze bushings. They are available with either key locks or latches and with all lid options.

Standard:

All fabricated metal components are steel shotblasted, etched, phosphatized, preheated and electrostatically powder-coated with TGIC polyester powder coatings.

Other standard features include a formed lid attached to the frame, a high-density plastic liner, and rubber-tipped leveling feet on the base.

Interior plastic cans for our receptacles are made on molds designed by Victor Stanley. These plastic liners are reinforced, ribbed and molded for long life, ease of use and greater capacity.

Coordinating Products



Steelsites™ RB Series
RMFC-24

Custom Decals & Plaques

Custom Decals & Plaques

Custom decals are available for many Victor Stanley products.

Promote recycling, advertise or identify special installations.

Custom designed decals are available for the lids, plaques and top steel bands of our receptacles. We have a complete art and graphics department to help you with regard to the design and implementation of custom decals and plaques. Plaques are heavy 20-gauge galvan steel sheets cut to the appropriate size. Plaques are then powder coated and secured to the receptacles. Premium decals produced by our department are then affixed.

Custom bronze plaques for our benches provide a handsome display for messages, advertising or memorials. Engrave with your personal message on a choice of black, bronze or dark green backgrounds.

Choose from:

- Formed steel plaques with lettering or logos in many sizes
- Fitted outdoor decals carefully installed
- Cast bronze plaques

Lid Options

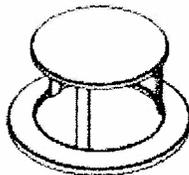
Lid Options:

These litter receptacles are shipped with standard formed lids. Please specify lid type when order is placed.

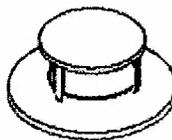
Standard Tapered Formed Lid



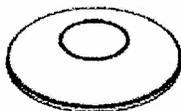
Optional Dome Lid



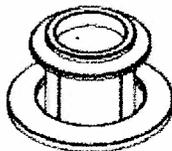
Optional Rain Bonnet Lid



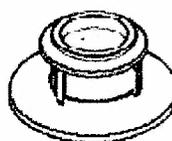
Optional Convex Lid with Self-Closing Door



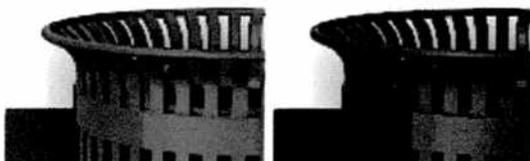
Optional Stainless Steel Ashtray (for Dome)



Optional Stainless Steel Ashtray (for Rain Bonnet)



Powder Coating Color Options
Powder Coating Colors

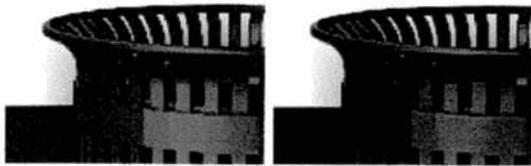


VS Bronze

VS Black

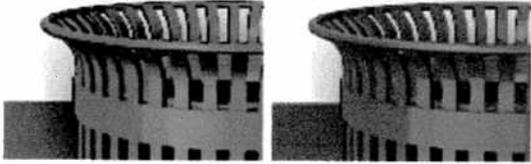
All of our steel products are available in eleven standard powder coating color also offer other colors (including the RAL range) at a small additional cost. Co us for details.

Publicote™ is our name for an elaborate powder coating process that provide: baked resin coating on all exposed steel frames, bench legs, table assemblies mounting pipe brackets and on all finished steel products. This process includ steel shotblasting, thorough cleaning and surface preparation, and a final coat nontoxic sealer that makes the subsequent powder coating dramatically more



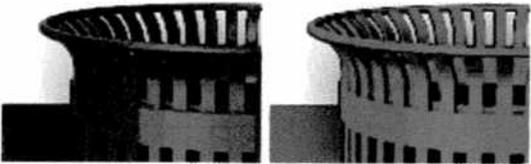
VS Green

VS Tavern Square Green



VS Teal

VS Blue

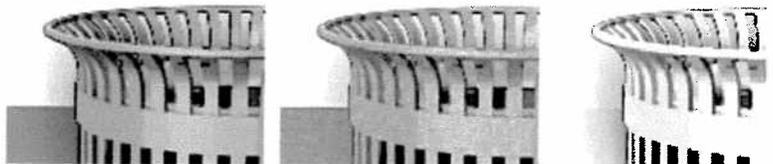


VS Burgundy

VS Red

effective. The entire process utilizes no toxic solvents and represents our ongoing commitment to operating a modern, effective manufacturing process in a responsible and environmentally sound manner.

Standard Colors: Sample images may not be accurate representations of actual colors. Color representations vary from monitor to monitor.



VS Gray

VS Silver

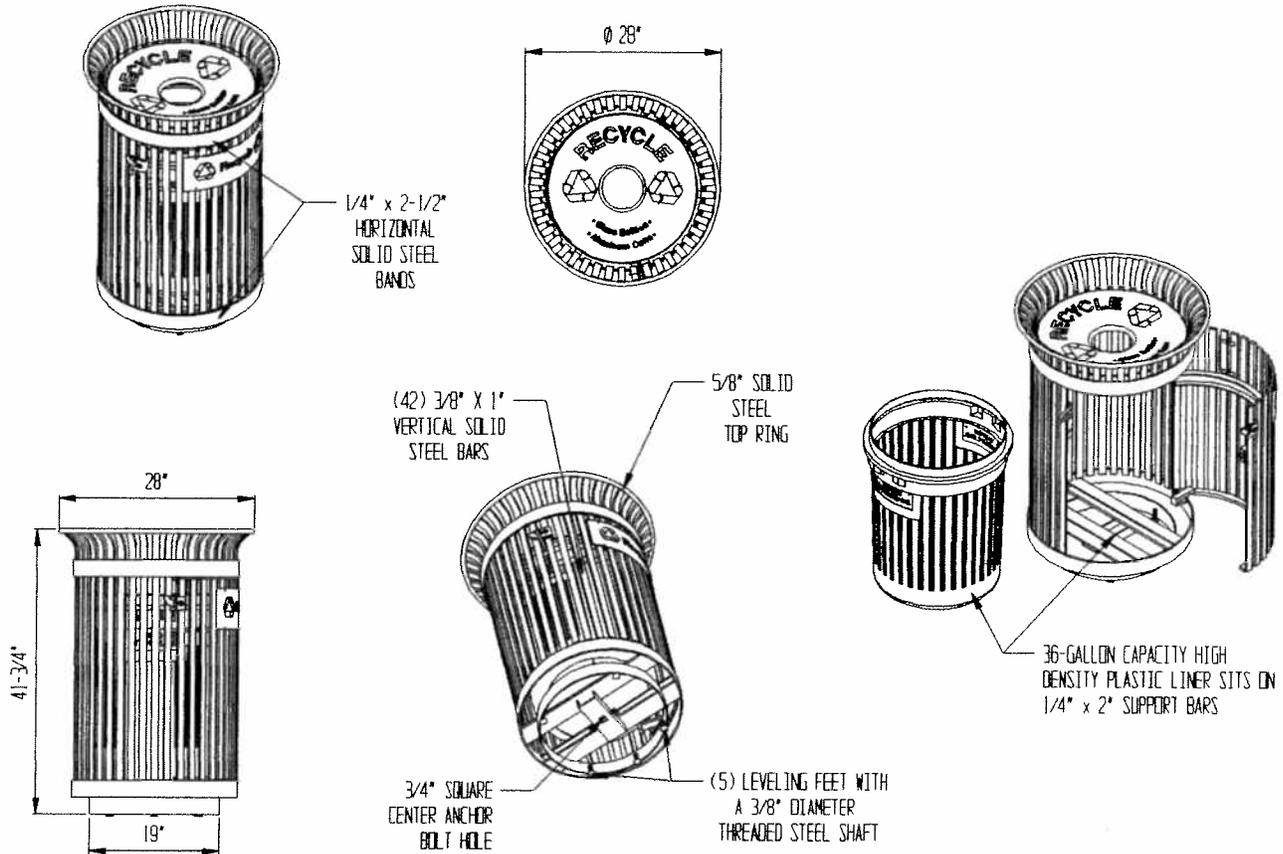
VS White

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VICTOR STANLEY, INC.
Manufacturers of Quality Site Furnishings since 1962

P.O. DRAWER 330 - BLANKIRK, MD 20754 USA
 TOLL FREE: (800) 368-2573 (USA & CANADA)
 TEL (301) 855-8300 - FAX (410) 257-7579
 WEB SITE: HTTP://WWW.VICTORSTANLEY.COM



AVAILABLE OPTIONS:

- POWDER COATING**
 10 STANDARD COLORS, CUSTOM COLORS (INCLUDING THE RAL RANGE)
- CUSTOM PLAQUES & DECALS**
 AVAILABLE WITH STEEL PLAQUES IN VARIOUS SIZES AND
 PRESSURE SENSITIVE VINYL OUTDOOR DECALS.

LIDS

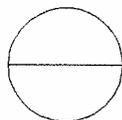
STANDARD TAPERED FORMED LID, AVAILABLE WITH OPTIONAL S-2ASD FORMED DOME, S-2ASD FORMED DOME WITH STAINLESS STEEL ASHTRAY, AND DS-32 FORMED DOME WITH SELF CLOSING DOOR

SECURITY

SHOWN WITH STANDARD LOCKABLE LATCH. AVAILABLE WITH OPTIONAL KEYED LOCK BOX. LID RIVETED IN PLACE. AVAILABLE WITH OPTIONAL MOUNT WITH 3 IN-LINE ANCHOR HOLES AND OPTIONAL BOTTOM PLATE COVER.

NOTES:

- DRAWINGS NOT TO SCALE. DO NOT SCALE DRAWINGS.
- ALL FABRICATED METAL COMPONENTS ARE STEEL SHOTBLASTED, ETCHED, PHOSPHATIZED, PREHEATED, AND ELECTROSTATICALLY POWDER-COATED WITH T.G.I.C. POLYESTER POWDER COATINGS. PRODUCTS ARE FULLY CLEANED AND PRETREATED, PREHEATED AND COATED WHILE HOT TO FILL CREVICES AND BUILD FILM COATING. COATED PARTS ARE THEN FULLY CURED TO COATING MANUFACTURER'S SPECIFICATIONS. THE THICKNESS OF THE RESULTING FINISH COAT AVERAGES 8-10 MILS (200-250 MICRONS).
- OLITE BRONZE BEARINGS AND STAINLESS STEEL PIVOT PINS FOR DOOR MOVEMENT, STANDARD $1/4"$ SOLID STEEL LATCH ASSEMBLY OR OPTIONAL PATENTED STAINLESS STEEL KEYED LOCK ASSEMBLY.
- THIS VICTOR STANLEY, INC. PRODUCT MUST BE PERMANENTLY AFFIXED TO THE GROUND. CONSULT YOUR LOCAL CODES FOR REGULATIONS.
- ANCHOR BOLT NOT PROVIDED BY VICTOR STANLEY, INC.
- FOR HIGH SALT ABUSIVE CLIMATES, HOT DIP GALVANIZING BEFORE POWDER COATING IS AVAILABLE. SEE WRITTEN SPECIFICATIONS FOR DETAILS.
- THIS PRODUCT IS SHIPPED FULLY ASSEMBLED.



SD-42

IRONSITE® SERIES

36-GALLON SIDE-DOOR-OPENING LITTER RECEPTACLE
 SHOWN: OPTIONAL RECYCLE PACKAGE WITH LID, PLAQUE, AND DECALS

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

Purchasing/Property Records/Warehouse

817 Bill Beck Boulevard, Building 2000 • Kissimmee • Florida 34744-4495

Phone: 407-870-4630 • Fax: 407-870-4616 • www.osceola.k12.fl.us

SCHOOL BOARD MEMBERS

- District 1 – Jay Wheeler
407-390-0505
- District 2 – Julius Melendez
407-922-5113
- District 3 – Cindy Lou Hartig
407-832-3999
- District 4 – David Stone, Vice Chair
407-933-2700
- District 5 – John McKay, Chair
407-957-4056



Superintendent of Schools

Michael A. Grego, Ed.D.

May 21, 2009



Ms. Mary Langley
Victor Stanley, Inc.
13750 West Colonial Drive, Suite 350-134
Winter Garden, FL 34787

RE: Bid # SDOC-09-B-082 C/J
Playground Equipment, Surfacing and Installation

Dear Ms. Langley:

The School Board of Osceola County, Florida, meeting in official session on May 19, 2009, voted to award the above mentioned solicitation to the following company/companies:

Bliss Products & Service, BYO Playgrounds, Dominica Recreation Products, Florida Playstructures, Kool Playgrounds, LLC, Leadex Corporation, Litchfield Landscape Element, Miracle Recreation c/o Miller Recreation, Piazza Inc., Play It Safe Enterprises, Inc., Play Power Little Tikes, Play/Space Services, Playmore West, Inc., PW Athletic Mfg. Co., Qitele Playgrounds, LLC, School Specialty, Site Creations LLC, Swartz Associates, Inc., Victor Stanley Inc. and Wabash Valley Manufacturing

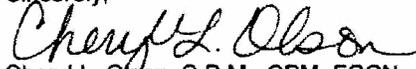
The catalogs and price sheets that were submitted with your bid response will remain in the bid folder. Please provide an additional copy for the buyer responsible for this solicitation. Catalog dispersal to District's Schools and Departments is your firm's responsibility.

You may view the tab sheet for this bid at:
www.osceola.k12.fl.us/depts/purchasing/pages/bidresults.asp.

This letter is ONLY notification of award of the solicitation. Purchase Orders shall be placed as needed.

Should you have any questions, please feel free to call Cheryl Jessee, Senior Buyer at 407-870-4627.

Sincerely,


Cheryl L. Olson, C.P.M., CPM, FCCN
Director of Purchasing and Warehouse

CLO/cmj

cc: Dr. Michael A. Grego, Superintendent
William Collins, Chief Business and Finance Officer

SUBMIT TO:

The School District of Osceola County,
Florida
Purchasing Department, Building 2000
817 Bill Beck Blvd.
Kissimmee, FL 34744

**INVITATION TO BID**

AN EQUAL OPPORTUNITY EMPLOYER
www.osceola.k12.fl.us/depts/Purchasing/Index.asp

CONTACT PERSON:

Cheryl M. Jessee, Senior Buyer

Telephone #: 407.870.4627
Fax #: 407.870.4618

Date issued: February 25, 2009

TITLE:

Playground Equipment, Surfacing & Installation

BID NUMBER:

SDOC 09-B-082 CJ

SUBMITTAL DEADLINE:

Wednesday, April 15, 2009

PRE BID DATE, TIME AND LOCATION:

March 23, 2009 @ 9:00 AM in the Purchasing Conference Room

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

FIRM'S NAME:**MAILING ADDRESS:****CITY - STATE - ZIP:****TELEPHONE NO:****FAX NO:****FEDERAL ID NO. OR SOCIAL SECURITY NO.**

X

Authorized Signature

Typed Name

Title

Date

Email Address

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

***** PLEASE READ CAREFULLY *****

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings sponsored by the School District of Osceola County Purchasing Department shall contact the Purchasing Department at 407.870.4630, at least five (5) days prior to the scheduled opening or meeting.

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

Responses shall be submitted on forms provided by the School Board. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance. No offer may be withdrawn after opening for a period of sixty (60) days unless otherwise specified.
2. **EXECUTION OF OFFER:** Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein. All spaces requesting information from the offeror shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the offeror to any entry must be initialed.
3. **OPENING:** Opening shall be public in the School District Purchasing Department immediately following the advertised deadline date and time for receipt of submittals. Pursuant to Section 119.07(3) (b) Florida Statutes (1991) no further information regarding offers submitted will be made public until such time of intended award or ten (10) days, whichever is earlier.
4. **PUBLIC RECORD:** The School District is governed by the Public Record Law, Chapter 119, Florida Statutes. Pursuant to Chapter 119 only trade secrets as defined in Section 812.081, Florida Statute shall be exempt from disclosure.
5. **CLARIFICATION/CORRECTION OF ENTRY:** The School Board reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.
6. **INTERPRETATION/ADDENDA:** Any questions concerning conditions and specifications shall be directed to the designated contact person. Those interpretations which may affect the eventual outcome of the invitation/offer shall be furnished in writing to prospective offerors.

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

Failure to acknowledge addenda may result in the offer not being considered.
7. **INCURRED EXPENSES:** This invitation does not commit the School Board to make an award nor shall the School Board be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a reply, or any cost or expense incurred by any respondent prior to the execution of a purchase order or contract agreement.
8. **PRICING:** Unless otherwise specified prices offered shall remain firm for a period of at least sixty (60) days; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the School District to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.
9. **ADDITIONAL TERMS & CONDITIONS:** The School Board reserves the right to reject offers containing terms or conditions contradictory to those requested in the invitation specifications.

10. **TAXES:** The School District of Osceola County is exempt from Federal and State Tax for Tangible Personal Property. Florida State Exemption Certificate No. 85-8012500806C-9. Vendors or Contractors doing business with the School District of Osceola County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor shall any Vendor/Contractor be authorized to use the District's Tax Exemption Number in securing such materials.
11. **DISCOUNTS:** All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes.
12. **MEETS SPECIFICATIONS:** The offeror represents that all offers to this invitation shall meet or exceed the minimum requirements specified.
13. **BRAND NAME OR EQUAL:** If items requested by this invitation have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing "equal" products will be considered for award if such products are clearly identified in the offer and are determined by the School Board to meet fully the salient characteristic requirements listed in the specifications.
- Unless the offeror clearly indicates in his/her offer that he/she is proposing an "equal" product, the offer shall be considered as offering the same brand name product referenced in the specifications.
- If the offeror proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the School Board and will be based on information furnished by the offeror. The Purchasing Department is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Purchasing Department. To insure that sufficient information is available the offeror shall furnish as part of the response all descriptive material necessary for the Purchasing Department to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the offeror proposes to furnish and what the School Board would be binding itself to purchase by making an award.
14. **SAMPLES:** When required, samples of products shall be furnished with response to the School Board at no charge. Samples may be tested and will not be returned to the offeror. The result of any and all testing shall be made available upon written request.
15. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.
16. **GOVERNING LAWS AND VENUE:** All legal proceedings brought in connection with this Contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Osceola County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando Division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising therefrom, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.
- All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.
17. **ASSIGNMENT:** Any agreement to purchase issued pursuant to this invitation and award thereof and the monies which may become due hereunder are not assignable except with the prior written approval of the School Board.
18. **CONTENT OF INVITATION/RESPONSE:** The contents of this invitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supercede the requirements of the "GENERAL CONDITIONS AND INSTRUCTIONS."
19. **INDEMNIFICATION OF SCHOOL BOARD**
The bidder shall indemnify, hold harmless and defend the School Board, its officers, agents, and employees, from or on account of any claims, losses, expenses, injuries, damages, or liability resulting or arising solely from bidder's performance or nonperformance of services pursuant to this contract, excluding any claims, losses, expenses, injuries, damage, or liability resulting or arising from the actions of School Board, its officers, agents, or employees. The indemnification shall obligate the bidder to defend, at its own expense or to provide for such defense, at School Board's option, any and all claims and suits brought against School Board that may result from bidder's performance or nonperformance of services pursuant to the contract.
20. **PATENTS, COPYRIGHT, AND ROYALTIES:** The supplier/provider, without exception, shall indemnify and save harmless the School Board, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the School Board. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.
21. **TRAINING:** Unless otherwise specified suppliers/providers may be required at the convenience of and at no expense to the School Board to provide training to School Board personnel in the operation and maintenance of any item purchased as a result of this invitation.
22. **ACCEPTANCE:** Products purchased as a result of this invitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at bidder's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder.
23. **SAFETY WARRANTY:** Any awarded supplier/provider including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.
24. **WARRANTY:** The offeror agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the offeror gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the School Board by any other provision of the invitation/offer.
25. **AWARD:** As the best interest of the School Board may require, the School Board reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or on a district wide basis with one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Offerors are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s) made as a result of this invitation shall conform to applicable School Board Rules, State Board Rules, and State of Florida Statutes.
26. **VIOLATIONS:** Any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the offeror/bidder being removed from the School Board Bid list and the offeror/bidder being disqualified from doing business with the School Board for a period of time to be determined on a case-by-case basis.

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

28. **GENERAL INFORMATION ABOUT THE DISTRICT:** The District and its governing board were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by School District Officials in accordance with Chapters 1000-1013, Florida Statutes. The Board consists of five elected officials responsible for the adoption of policies, which govern the operation of the District public schools. The Superintendent of Schools is responsible for the administration and management of the schools and its departments within the applicable parameters of state laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District by Section 1010.01, Florida Statutes as prescribed by the State Board of Education.

The District is coterminous with Osceola County. The annual budget for the District for 2007-2008 school year totals \$999,422,956, including an operating budget of \$461,355,469, and a capital budget of \$401,140,409. The District operates thirty-nine schools, which includes twenty-one (21) elementary schools, seven (7) middle schools, eight (8) high schools, two (2) K thru 8 schools, and one (1) 6th thru 12th grade school. The District is also responsible for twelve alternative education sites, and seven charter schools. The total full-time K-12 projected enrollment of public school students for August 2007 is 53,070. Growth is projected to continue in the future at an average of 2000 students per year.

29. **UNIFORM COMMERCIAL CODE:** The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded Contractor and the School District of Osceola County for any terms and conditions not specifically stated in this Invitation To Bid.

30. **AVAILABILITY OF FUNDS**

The obligations of the School District of Osceola County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the School Board. All purchases are contingent upon available District funding.

31. **NO CONTACT:** Vendors, contractors, consultants, or their representatives shall not meet with, speak individually with, or otherwise communicate with School Board members, the Superintendent, or School District staff, other than the designated purchasing agent, and School Board members, the Superintendent, or School District staff, other than the designated purchasing agent, shall not meet with, speak individually with, or otherwise communicate with vendors, contractors, consultants, or their representatives, about potential contracts with the School Board once an invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications has been issued.

Any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications. (SCHOOL BOARD RULE SECTION 7.70.1.G)

32. **DEFINITIONS:**

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

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

SCHOOL BOARD – The term "School Board" herein refers to the School Board of Osceola County, Florida, and its duly authorized representatives and any school, department, or unit within the School District.

USING AGENCY – The term "using agency" used herein refers to any school, department, committee, authority, or another unit in the School District using supplies or procuring contractual services as provided for in the Purchasing Department of the School District.

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

The purpose of this Invitation To Bid (ITB) is to solicit competitive sealed Bids to furnish **Playground Equipment, Surfacing & Installation** for the use of The School District of Osceola County, Florida.

1.0 SCOPE

1.01 This Specification establishes the minimum requirements for this solicitation, listed and described in the body of these specifications, to be used as noted, by The School District of Osceola County.

1.02 AWARD TERM

The School Board's goal is to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful bidder(s) shall be awarded a contract for an initial three year term with one subsequent two year renewal.

The award term recommendation will be that which is determined to be in the best interest of the School Board. All renewals will be contingent upon mutual written agreement and, when applicable, approval of School Board.

1.03 INTENT

Bids are being requested and will be evaluated on the basis of a minimum fixed discount from bidders' most current catalog(s), CD(s) or printed price sheet(s) for Playground Equipment, Surfacing & Installation in order to produce the lowest net cost for the District. Bidders shall provide a firm fixed discount that will be applied to all items in the vendor's current catalog(s), CD(s) or printed price sheet(s), if discount carries by manufacturer indicated that on the bid submittal form. Unless a change is deemed in the best interest of the School District there shall not be any discount adjustments during the term of the bid. Discount provided on the bid submittal form shall remain firm throughout the term of the bid. Bidders are encouraged to consider this requirement when offering discounts on the bid submittal form.

1.04 PRODUCTS OR SERVICES TO BE PROVIDED AND APPLICABLE SPECIFICATIONS

- Play equipment must meet or exceed Consumer Products Safety Commission Guidelines and ASTM Standards. IPEMA Certification is desired, but not required.
- Installation must be according to relative industry standards such as National Playground Safety Institute.
- Fall zone material and installation must adhere to industry related standards to include CPSC and ASTM.
- School Board regulations must be adhered to by all employees and the contractor(s) while on any School Board property.
- Any and all damage to grounds, underground utilities, buildings, shrubbery, District owned or leased equipment shall be made whole by the awarded contractor(s).
- Contractor must coordinate for "LOCATES".
- Work shall be performed under a no cost permit issued through the District's Permitting Department.
- All work must be inspected prior to approval. Payment(s) are based on successful inspections.
- Contractors providing a service must hold an Occupational License. In accordance with Florida Statutes 205.065, a current Department of Professional Regulation certificate may be provided in lieu of an Osceola County Occupational License, with the copy of the Occupational License of home state/county/city.
- All bidders submitting bids on installation must supply **WRITTEN FACTORY CERTIFICATION** that they are certified/authorized to install playground equipment as required by the manufacturer. Failure to supply this documentation with the bid proposal or within 3 days after request will result in bid rejection. Each Foreman on site supervising installation must have NPSI certification or at least one member of the crew on site must have NPSI certification. The installing contractor has to provide a signed

letter stating, "This equipment has been installed according to manufacturer's specifications". Letter must be provided at time of final inspection.

- No part of this contractor shall be subcontracted without the expressed permission of the Purchasing Department. Any request to subcontract must be in writing and accompanied by a copy of the subcontracting company's Osceola County License.
- All equipment/products must be approved by our Risk Management Department prior to issuance of a purchase order.

Catalogs and price sheets for all play environment related products that you would like to be considered as part of this bid must be submitted with this bid response.

If freight charges apply to Surface Products it must be included in the bid price. If there is freight charges for playground equipment those charges must appear on the quotes for each project and must appear on the purchase orders issued to your company.

1.05 CATALOG(S), CD(S) OR PRINTED PRICE SHEET(S) WITH BID

All bidders must submit all catalog(s), CD(s) or printed price sheet(s) to be used under this contract with their bid submittal.

1.06 CATALOG(S), CD(S) OR PRINTED PRICE SHEET(S) TO SDOC LOCATIONS

After award, successful bidders shall furnish at least two (2) of the same catalog(s), CD(s) or printed price sheet(s) as presented with the bid to all the District's Schools and Departments. Catalog dispersal is a responsibility of the awarded bidder, not the District.

1.07 CATALOG(S), CD(S) OR PRINTED PRICE SHEET(S) UPDATED ANNUALLY

Each year as new catalog(s), CD(s) or printed price sheet(s) are published the successful bidder(s) shall furnish new catalog(s), CD(s) or printed price sheet(s) to the District's Schools and Departments. Prior to the release of new catalog(s), CD(s) or printed price sheet(s) awarded bidders must contact the Purchasing Department to obtain a current list of contacts, and to establish new catalog effective date. Catalog dispersal is a responsibility of the awarded bidder, not the School District.

1.08 UPDATING OF CATALOG(S), CD(S) OR PRINTED PRICE SHEET(S)

Bid pricing will be held to the current catalog(s), CD(s) or printed price sheet(s) in use by the District's Schools and Departments. Price increases will not be allowed until a new catalog has been approved by the designated buyer in the Purchasing Department. Once approved, it will be the awarded bidder's responsibility to distribute an ample supply of catalog(s), CD(s) or printed price sheet(s) to the District's Schools and Departments. Booklets and prices used to adjust catalog(s), CD(s) or printed price sheet(s) pricing will not be acceptable. As new catalog(s), CD(s) or printed price sheet(s) become available; it is the awarded bidder's responsibility to have the following:

- New catalog(s), CD(s) or printed price sheet(s) approved by the designated buyer in the purchasing department before distribution to the District's Schools and Departments.
- Deliver sufficient quantities of new catalog(s), CD(s) or printed price sheet(s) to the District's Schools and Departments.
- Establish effective date with buyer after the requirements above have been met.

Any price discrepancies, which occur as a result of the awarded bidder not following the above guidelines, must be honored by the awarded bidder.

1.09 DELIVERY TERMS

A. DELIVERY TIME

Orders shall be placed as needed and expected delivery time frame shall be included when quotes are given to the District. Delivery time frame from receipt of purchase order may determine which vendor receives the order.

B. DELIVERY CHARGES

Equipment where charges for packing, handling, freight, distribution and inside delivery must be added to quotes to assure that those charges will be noted on the purchase orders issued by the District.

C. HOURS OF DELIVERY

Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m. except on Saturdays, Sundays, or holidays when all school buildings and the Warehouse are closed.

D. F.O.B. POINT

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

1.10 MINIMUM ORDERS

Items shall be ordered as needed. If a bidder wishes to set a minimum order dollar amount, they must do so by indicating the dollar amount in the space provided on the Bid Submittal Form. Failure to specify will be considered no minimum dollar amount.

1.11 LABELING

Each carton, package, box and/or container shall be labeled. Each label shall identify each carton as follows:

- A. Name of item.
- B. Quantity of item contained.
- C. Purchase Order Number.
- D. Company.

1.12 DAMAGED ITEMS

In the event an item or items is received and it is later determined there is concealed damage when the item or items is unpacked, the item or items must be replaced by the awarded bidder at no cost to the School Board.

1.13 QUANTITY

The estimated dollar amount that could be spent during the first twelve (12) months of this contract is \$200,000.00. Please note that this is only an estimate and in no way obligates the School Board to purchase these amounts. These estimates are intended as a guide in submitting your bid. The actual quantities purchased under this bid may be more or may be less.

1.14 QUANTITY CHANGES

The School Board reserves the right to increase or decrease the total quantities necessary.

1.15 METHOD OF ORDERING

Items shall be order via individual purchase orders on an "as needed" basis for the term of the contract. Invoices must be submitted against each individual purchase order.

1.16 ORDERS

The School District of Osceola County will issue purchase orders directly to the successful bidder(s) for the purchase of **Playground Equipment, Surfacing & Installation**. The successful bidder(s) will be expected to honor these orders according to the discount terms and conditions listed in this bid. Each purchase order will be faxed or mailed to the awarded bidder. The order should be reviewed for correct prices, catalog numbers, extensions, etc.

1.17 EXEMPT FROM THIS BID

Purchases shall not include items available at lower prices on other School District bid awards or on Florida State Contracts. The School District reserves the right to bid separately any item if deemed to be in the best interest of the District.

1.18 NO DAMAGES FOR DELAY

Bidder is not entitled to any additional compensation or increase in the contract sum for direct, indirect, impact, or any other damages arising because of any hindrance or delays caused by the owner or any other cause whatsoever. Bidder's only remedy for delay, not caused or exacerbated by the Bidder, shall be an extension of time to complete the Bidder's scope of work. Any extension of time shall be granted at the sole discretion of the School Board, and if granted, shall be in the form of additional days added to the contract.

2.0 STANDARD TERMS & CONDITIONS

2.01 CLOSING DATE

Bids must be received by The School District of Osceola County Purchasing Department, Building 2000, 817 Bill Beck Blvd., Kissimmee, FL, 34744-4495, no later than **2:00 p.m., local time, on Wednesday, April 15, 2009**. Bids received after this time will not be considered.

2.02 TENTATIVE SCHEDULE

February 25, 2009 Invitation To Bid Available
March 23, 2009 Pre-bid Conference
April 15, 2009 Bid Closing Date
May 5, 2009 Planned Award Date

2.03 DELIVERY OF BIDS

All Bids shall be sealed and delivered or mailed to (faxes/e-mails will not be accepted):
The School District of Osceola County, Florida
Purchasing Department, Building 2000
817 Bill Beck Blvd.
Kissimmee, Florida 34744-4495

Mark package(s) "**Bid #SDOC 09-B-082 CJ, Playground Equipment, Surfacing & Installation**" and insure that bidders return address is listed on the outside of the package.

Note: Please ensure that if a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) is used, that the third party is properly instructed to deliver the Bid Submittal **only** to the Purchasing Department, Building 2000 at the above address. To be considered, a **Bid must be received and accepted in the Purchasing Department before the Bid closing date and time.**

2.04 PUBLIC BID OPENING

A. The Bids will be available for inspection during normal business hours in the Purchasing Department within ten (10) days of the closing date, by appointment (Florida Statute 119.071 (1) (b)).

- B. A copy of the completed bid tabulation will be available on the Purchasing Department web page at www.osceola.k12.fl.us/depts/Purchasing/Pages/BidResults.asp within ten (10) days.
- C. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public Bid openings or meetings should contact the Purchasing Department at 407.870.4625 at least five (5) days prior to the meeting date.

2.05 BID SUBMITTAL FORM

- A. See **Submittal Requirements** for complete details.
- B. Note: **It is not necessary to return every page of this document with the bid proposal; return only the pages that require signatures or information.**
- C. Each bidder shall submit One (1) complete sets of the Bid Submittal:
 - **One (1) hard copy marked "ORIGINAL"**
 - **One (1) hard copies marked "COPY"**
 - **One (1) COMPLETE electronic copy on a CD in PDF format (Excel spreadsheets shall not be recorded in PDF).**Note the **solicitation number** and **name of company on the disk**.

If a Non-Disclosure Agreement is signed and confidential materials are submitted, such confidential materials shall not be included on the master CD. Confidential materials shall be segregated on a separate CD, plainly labeled "Confidential Materials".

- D. The Invitation To Bid page and other required documents must be signed by an official authorized to legally bind the bidder to all bid provisions.
- E. Terms and conditions differing from those in this Bid shall be cause for disqualification of the Bid Submittal.

2.06 QUESTIONS CONCERNING BID

- A. Questions concerning any portion of this Bid shall be directed in writing or by e-mail to the Purchasing Representative named below, who shall be the official point of contact for this Bid. Questions should be submitted at least **seven (7) days** prior to the closing date.
- B. Mark cover page or envelope(s) "**Questions on Bid # SDOC 09-B-082 CJ, Playground Equipment, Surfacing & Installation**"
- C. Submit questions to:
Cheryl M. Jessee, Senior Buyer
Telephone:407.870.4627
Fax:407.870.4618
E-mail:jesseec@osceola.k12.fl.us

2.07 CLARIFICATION AND ADDENDA

- A. It is incumbent upon each bidder to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable, 407.870.4616) through the Purchasing Representative named above. The School Board will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the **only** official method by which interpretation, clarification or additional information can be given.

- B. If it becomes necessary to revise or amend any part of this Bid, notice may be obtained by accessing our web site. The bidder in the Bid Submittal must acknowledge receipts of amendments. **Each bidder should ensure that all addenda and amendments to this Bid have been received BEFORE submitting the Bid. Check the Purchasing Department web site at <http://www.osceola.k12.fl.us/depts/Purchasing/Pages/CurrentBids.asp> for any addenda. **The Purchasing Department will not manually distribute any addendum.****

2.08 AWARD

The School Board reserves the right to award the contract to the bidder(s) that the Board deems to offer the lowest responsive and responsible bid(s), as defined elsewhere in this solicitation. The Board is therefore not bound to accept a bid on the basis of lowest price. In addition, the Board has the sole discretion and reserves the right to cancel this Bid, to reject any and all bids, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the Board to do so. The Board also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if it is deemed to be in the Board's best interest.

2.09 DEFINITION OF RESPONSIVE AND RESPONSIBLE FOR THIS BID

Each bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

- A. Proper submittal of ALL documentation as required by this bid. (Responsive)
- B. The greatest benefits to the School District as it pertains to: (Responsible)
 - 1. Total Cost
 - 2. Delivery
 - 3. Past Performance. In order to evaluate past performance, all bidders are required to submit:
 - a. A list of references with the bid and;
 - b. A list of relevant projects completed within the last 3 years that are the same or similar to the magnitude of this ITB.
 - 4. All technical specifications associated with this bid.
 - 5. Financial Stability: Demonstrated ability, capacity and/or resources to acquire and maintain required staffing.
 - 6. Catalog(s), CD(s) Or Printed Price Sheet(s)

Bidders are reminded that award may not necessarily be made to the lowest bid. Rather, award will be made to the lowest responsive, responsible, bidder whose bid represents the best overall value to the School District when considering all evaluation factors.

2.10 OTHER AGENCIES

- A. All bidders awarded contracts from this Bid may, upon mutual agreement with the other agency, permit any school district/board, municipality or other governmental agency to participate in the contract under the same prices, terms and conditions, if agreed to by both parties.
- B. Further, it is understood that each school district/board or agency will issue its own purchase order to the awarded bidder(s).

2.11 ASSIGNMENT

The awarded bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any award or of any of its rights, title, or interests therein, without the prior written consent of the School Board. The School Board shall approve any requests for assignments and/or sub-letting contracts prior to responding to such requests.

2.12 CONTRACT

- A. The contents of this Bid and all provisions of the successful bidder's Submittal Form shall be considered a contract and become legally binding. A separate contract document, other than the purchase order, will not be issued.
- B. The Director of Purchasing and Warehouse, Superintendent, and Board Chair are the sole Contracting Officers for the School Board, and only they or their designee are authorized to make changes to any contract.
- C. The School Board shall be responsible for only those orders placed by the schools/departments on an authorized signed Purchase Order. The School Board shall not be responsible for any order, change substitution or any other discrepancy on the Purchase Order. If there is any question about the authenticity of a Purchase Order or change order, the bidder should promptly contact the Purchasing Department.

2.13 DISCLOSURE OF BID CONTENT

- A. All material submitted becomes the property of the School Board and may be returned only at the School Board's option. The School Board has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid Submittal does not affect this right.
- B. The School Board is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081(1)(c), F.S. or financial statements required by the School Board as defined in 119.071(1)(c), F.S. (hereinafter "Confidential Materials"), may be exempt from disclosure. If a respondent submits Confidential Materials, the information **must be segregated**, accompanied by an executed Non-disclosure Agreement for Confidential Materials and each pertinent page must be clearly labeled "confidential" or "trade secret." The School Board will not disclose such Confidential Materials, subject to the conditions detailed within the Agreement, which is attached to this solicitation. When such segregated and labeled materials are received with an executed Agreement, the School Board shall execute the Agreement and send the respondent a "Receipt for Trade Secret Information."

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE BID DOCUMENT TO DETERMINE IF THIS APPLIES.

2.14 BIDDER'S RESPONSIBILITY

The bidder, by submitting a Bid represents that:

- A. The bidder has read and understands the Invitation To Bid in its entirety and that the Bid is made in accordance therewith, and;
- B. The bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the School Board, and;
- C. Before submitting a Bid, each bidder shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by the School Board, upon which the bidder will rely. If the bidder receives an award because of its Bid Submittal, failure to have made such investigations and examinations will in no way relieve the bidder from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the bidder for additional compensation or relief.

- D. The bidder will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the contract term or up to and including five (5) fiscal years following the School Board's annual audit.

2.15 PAYMENT TERMS

A. INVOICING

The successful bidder will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid SDOC purchase order numbers. Invoices shall be mailed directly to: Accounts Payable, School District of Osceola County, 817 Bill Beck Blvd., Kissimmee, Florida 34744-4495. A separate invoice must be received for each purchase order number. Payment for partial shipments shall not be made unless specified. Invoices, which do not reference valid SDOC, purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the vendor for resolution of the discrepancies. It is the sole responsibility of the vendor to reconcile the purchase order and the vendor's invoice and to notify the purchasing representative of any discrepancies prior to billing. The school board will only pay the dollar amounts authorized on the purchase order.

- B. The School Board will remit full payment on all undisputed invoices within 45 (forty-five) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.

- C. Pursuant to Chapter 218, Florida Statutes, the School Board will pay interest, not to exceed one percent (1%) per month, on all undisputed invoices not paid within 45 (forty-five) days after receipt of the entire order of the commodity or service, AND a properly completed invoice, whichever is later.

- D. The School Board has the capabilities of Electronic Fund Transfer (EFT). List any additional discounts for payment using Electronic Funds Transfer (EFT) and/or any additional discounts to be applied to such payments.

- E. ***By submitting a Bid (offer) to the School Board, the bidder expressly agrees that if awarded a contract, the School Board may withhold from any payment, monies owed by the bidder to the School Board for any legal obligation between the bidder and the School Board.***

F. PARTIAL PAYMENT

Partial payments in the full amount of the value of items received and accepted may be requested by the submission of a properly executed invoice with support documents if required.

G. PAYMENT DISCOUNTS

A bid price submitted indicating a discount if an invoice is paid within a certain number of days from the date of the invoice cannot be considered as a basis for the bid evaluation. All bid prices must be net and not contingent on terms.

2.16 CERTIFICATES

The School Board reserves the right to require proof that the bidder is an established business and is abiding by the ordinances, regulations, and laws of their community, the county, and the State of Florida, such as but not limited to: Business Tax Receipts, Business Licenses, Florida Sales Tax Registration, Federal Employers Identification Number.

2.17 INSURANCE, LICENSES AND CERTIFICATES

The bidder agrees to provide and maintain at all times during the term of this agreement, without cost or expense to the School Board, policies of insurance insuring the bidder against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the bidder under the terms and provisions of this agreement. The bidder will provide the School Board with copies of current appropriate business licenses.

2.18 INSURANCE

The bidder shall secure and maintain, at its sole cost and expense during the contract term, the following insurance:

- Commercial General Liability – in the amount of \$3 million aggregate / \$1 million per occurrence.
- Liability – Auto, in the amount of \$100,000/300,000 / Any Auto
- Products Liability in the amount of \$3 million aggregate / \$1 million per occurrence
- Workers Compensation – As required by Florida law.

Requirements for bidders that qualify for an exemption under the Florida Worker’s Compensation law in Chapter 440 Florida Statutes are detailed below:

Incorporated or unincorporated firms with fewer than four employees shall be required to sign a Hold Harmless Agreement relieving the School Board of liability in the event they and/or their employees are injured while providing goods and/or services to the School Board.

Incorporated or unincorporated firms with four or more employees shall be required to provide a copy of their “Notice of Election to be Exempt”, along with valid proof of coverage for non-exempt employees.

The Hold Harmless Agreement mentioned above is included as an attachment to this bid. Said Agreements shall be returned with the bid proposal as detailed in the Submittal Requirements.

The School Board reserves the right to request a copy of the complete insurance policy(ies) and any endorsements for the insurance referenced above. A certificate of insurance indicating that the bidder has coverage in accordance with the requirements herein set forth shall be furnished by the bidder to the School Board Representative prior to the execution of the contract and annually upon renewal thereafter. **The Bidder shall either cover any subcontractors on its policy or require the subcontractors to obtain coverage to meet all requirements for insurance contained herein.**

Bidder agrees that School Board will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance has been provided to the School Board Representative. Bidder agrees that the insurer shall waive its rights of subrogation, if any, against the School Board on Commercial General Liability and Workers Compensation insurance coverage. The ACORD certificate of Liability Insurance, with endorsements shall be completed by the authorized Resident Agent and returned to the Purchasing Department. This certificate shall be dated and show:

- A. The name of the insured bidder, the specified job by name, name of the insurer, the number of the policy, its effective date and its termination date.
- B. Statement that the Insurer will mail notice to the School Board at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

C. School Board shall be named as an additional insured on Commercial General Liability Insurance.

Loss Deductible Clause: The School Board shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the bidder and/or sub-consultant providing such insurance.

2.19 SAFETY

The bidder shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The bidder shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. Bidder shall take all necessary precautions to ensure all materials provided do not include Asbestos. The bidder shall indemnify and hold harmless the School Board from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the School Board because of the bidder, sub-contractor, or supplier's failure to comply with the regulations.

2.20 DEVIATIONS

All Bid Submittals must clearly and with specific detail, note all deviations to the exact requirements imposed upon the bidder by the specifications. Such deviations must be stated upon the Bid Submittal Form; otherwise the School Board will consider the subject Bid Submittals as being made in strict compliance with said Specifications to bidders, the bidder being held therefore accountable and responsible. Bidders are hereby advised that School Board will only consider Bid Submittals that meet the exact requirements imposed by the specifications; except, however, said Bid Submittals may not be subject to such rejection where, **at the sole discretion of The School Board**, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the Bid process by affecting the amount of the Bid Submittal such that an advantage or benefit is gained to the detriment of the other bidders.

2.21 WAIVER OF CLAIMS

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

2.22 TERMINATION / CANCELLATION OF CONTRACT

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

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

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

The bidder may cancel the resulting contract with ninety (90) days written notice to the Director of Purchasing and Warehouse. Failure to provide proper notice may result in the bidder being barred from future business with the School District.

2.23 TERMINATION FOR DEFAULT

The School District's Contract Administrator shall notify, in writing, the bidder of deficiencies or default in the performance of its duties under the Contract. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specifically specified to the contrary elsewhere within this solicitation. It shall be at the School Board's discretion whether to exercise the right to terminate. Bidder shall not be found in default for events arising due to acts of God.

2.24 TERMINATION FOR SCHOOL BOARD'S CONVENIENCE

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

2.25 INCURRED EXPENSES

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

2.26 MINIMUM SPECIFICATIONS

The specifications listed herein are the minimum required specifications for this ITB. They are not intended to limit competition nor specify any particular bidder, but to ensure that the School District receives quality products and services.

2.27 COMPLIANCE WITH LAWS AND REGULATIONS

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

2.28 RECORDS & RIGHT TO AUDIT

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

2.29 CHANGES IN SCOPE OF WORK/SERVICE

- A. The School Board may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the bidder that the scope of the project or of the bidder's services has been changed, requiring changes to the amount of compensation to the bidder or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the School Board Chair and the bidder.
- B. If the bidder believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the bidder, the bidder must immediately notify the School Board's Representative in writing of this belief. If the School Board's Representative believes that the particular work/service is within the scope of the contract as written, the bidder will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The bidder must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
- C. The School Board reserves the right to negotiate with the awarded bidder(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within this ITB for which requirements were not known when the ITB was released.

2.30 MODIFICATIONS DUE TO PUBLIC WELFARE OR CHANGE IN LAW

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

2.31 RIGHT TO REQUIRE PERFORMANCE

- A. The failure of the School Board at any time to require performance by the bidder of any provision hereof shall in no way affect the right of the School Board thereafter to enforce same, nor shall waiver by the School Board of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- B. In the event of failure of the bidder to deliver services in accordance with the contract terms and conditions, the School Board, after due written notice, may procure the services from other sources and hold the bidder responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the School Board may have.

2.32 FORCE MAJEURE

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

2.33 BIDDER'S PERSONNEL

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

- A. The bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the bidder. The bidder agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The bidder, in all solicitations or advertisements for employees placed by or on behalf of the bidder, shall state that such bidder is an Equal Opportunity Employer.
- C. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The bidder shall include the provisions of the foregoing paragraphs A, B, and C, above, in every subcontract or purchase order so that the provisions will be binding upon each bidder.
- E. The bidder and any sub-contractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.
- F. Any information concerning the School Board, its products, services, personnel, policies or any other aspect of its business learned by the bidder or personnel furnished by the bidder in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the bidder or any employee or agents of the bidder or personnel furnished by the bidder, without the prior written consent of the School Board.
- G. All employees assigned by the Bidder to the performance of work under this contract shall be physically able to do their assigned work. It shall be the Bidder's responsibility to insure that all employees meet the physical standards to perform the work assigned and are free from communicable diseases. This requirement also includes acceptable hygiene habits of Bidder's employees.
- H. The personnel employed by the Bidder shall be capable employees, age 18 years or above, qualified in this type of work.
- I. It is the Bidder's responsibility to ensure that all employees are legally allowed to work in the United States in accordance with Immigration Policies.
- J. The Bidder's employees shall be required to dress neatly, commensurate with the tasks being performed.
- K. All District facilities are smoke free. Smoking on District grounds is prohibited.

- L. It is the Bidders responsibility to see that every employee on the Bidder's work force is provided and wears an Identification Badge or company shirt/uniform in order to maintain security at the school's facility. It shall be Bidder's responsibility to inform the School District Representative(s) of all new employees promptly at time of employment.
- M. The Bidder shall require employees to be dressed in their appropriate work attire when reporting for duty.
- N. The Bidder shall prohibit their employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official use.
- O. The Bidder shall require their employees to comply with the instructions pertaining to conduct and building regulations, issued by duly appointed officials, such as the building managers, guards, inspectors, etc.
- P. The School District's Representative(s) will determine how the Bidder will receive access to the facility.
- Q. If keys are provided and lost, the Bidder will be responsible for any and all costs associated with replacement keys and re-keying of the facility.
- R. When requested, the Bidder shall cooperate with any ongoing SCHOOL BOARD investigation involving economic loss or damage to SCHOOL BOARD buildings, or SCHOOL BOARD or personal property therein. The SCHOOL BOARD reserves the right to require any employee of the Bidder to submit to a polygraph test if the SCHOOL BOARD has a reasonable suspicion that the employee is or was involved in the incident or activity under investigation. The Bidder shall obtain a waiver from the employee authorizing the release to the SCHOOL BOARD of information acquired by the Bidder from the polygraph test. The SCHOOL BOARD, at its discretion, may require that the Bidder immediately remove the employee under investigation from working within SCHOOL BOARD buildings for the following reasons: 1) The employee's refusal to submit to a polygraph test in the above circumstances, or 2) an employee's refusal to sign the waiver referenced above or 3) an analysis of the polygraph test indicates that the employee is or was involved in the incident under investigation. If the test results show involvement on the part of the Bidder's employee, the Bidder will be obligated to cover the cost of the examination. If the test results indicate that the Bidder's employee was not involved in the incident, when the SCHOOL BOARD will pay for the cost of the examination.
- S. CONTROLLED SUBSTANCE OR ALCOHOL ABUSE ON SCHOOL BOARD PROPERTY: The successful Bidder(s) is hereby notified that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol is prohibited on any school district property, or at any school board activities. Violations may subject the Bidder and/or the Bidder's employee(s) to prosecution, fines, imprisonment and/or cancellation of this or any other contract(s) that this Bidder presently holds. The Bidder(s) are required by this school board to take appropriate disciplinary action in such cases and/or require that the employee(s) satisfactory participation in a rehabilitation program.
- T. Any Bidder's employee convicted of violating a criminal drug statute in the workplace must report the conviction to the employer within five (5) workdays. Bidders (Employers) are required to report such convictions to the school board within ten (10) workdays of receiving this information.
- U. The School District of Osceola County, Florida, is committed to the education and safety of its students and employees. To that end, any bidder awarded a contract will be

required to assure that the personnel assigned to the project, do not possess criminal records that would violate the School Board's standards for employment as set forth by the Florida Department of Education. Each bidder must certify that the company and its employees are or will be in compliance with those standards for the project awarded.

- V. The Bidder shall strictly prohibit interaction between their employees and the student(s).
- W. Bidder's employees may not solicit, distribute or sell products while on School District property.
- X. Friends, visitors or family members of the Bidder's employees are not permitted in the work area.
- Y. The Bidder shall adhere to all of the District's security standards.

2.34 COMPLIANCE WITH THE JESSICA LUNSFORD ACT

A. LEVEL 2 BACKGROUND SCREENING

In pursuant to Florida Statutes 1012.465, as modified, the School District will be required to screen any awarded vendor, their employee(s), or agent(s), and/or representative(s) who will be on school grounds when students may be present. This is a level 2 background screening. Participating bidders must take this into consideration when bidding on this contract. Prior to the start of any work/project/contract the awarded vendor must schedule with the district, dates and time with which to have the assigned personnel finger printed by the school district. The School District will notify the awarded vendor the names of those employee(s) that will be allowed to work on School District property. The School District reserves the right to check, at random, any person hired by the awarded vendor working on School District premises to see that the vendor is in compliance of this requirement. The awarded vendor must certify that the company and its employees are, or will be, in compliance with these standards for each project/contract awarded, prior to the finger printing process.

The fee to be charged all awarded vendors shall be the same fee charged the School Board at the time the fingerprinting is performed. Currently the School District is being charged \$61.00/set of fingerprinting.

The School District of Osceola County is now Sharing Finger Print Data with other Districts, if your employee(s) have been finger printed by another School District they only need to register with our District. To do so, they must bring to the School District's Human Resources Department the following items:

1. Two (2) separate forms of identification.
 - a. One must be a State issued "photo" ID
 - b. Social Security Number

B. FELONY OFFENCES

The awarded vendor(s), by signing this bid, certifies that all his employees, who may be assigned work under this contract, and who may have access to school grounds, have not been convicted of a felony, a misdemeanor involving (a) sexual assault, (b) obscenity and related offences, (c) drugs, (d) moral turpitude, (e) physical or sexual abuse or neglect of a child or an equivalent offense in another state, and/or (f) are not listed in any sexual offender registry.

2.35 CLAIM NOTICE

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

2.36 BANKRUPTCY / INSOLVENCY

At the time of bid submittal, vendor/firm shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If the vendor/firm is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the District may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

2.37 CONTRACT/BIDDER RELATIONSHIP

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

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

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

2.38 NEW MATERIAL

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

2.39 CONFLICT OF INTEREST FORM

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

2.40 RESOLUTION OF BID PROTESTS

The School Board Rule 7.70.V shall be followed as outlined below for the resolution of any bid protests:

- A. The School Board shall follow the procedure specified in Florida Statutes, Section 120.57(3) and as the same may be amended from time to time for the resolution of bid protests.
- B. The Purchasing Department shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting.

The notice shall contain the following statement:

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

- C. Any person who is adversely affected by the intended award of a solicitation or contract by the School Board or the recommendation of the Director of Purchasing or other responsible employee of the School Board shall file with the Director of Purchasing as agent for the School Board a notice of protest in writing within 72 hours after the electronic posting of the award or intended decision, and shall file a formal written protest within ten (10) days after the date he or she has filed the notice of protest. With respect to a protest of the specifications contained in a solicitation, the notice of protest shall be filed in writing within 72 hours after the electronic posting of the solicitation, and the formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. All formal written protests must be filed with a bond payable to the School District equal to 1% of the estimated contract amount (Florida Statute 287.042(2)(c)). Failure to file a notice of protest or failure to file a formal written protest and bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. The School Board may, in its discretion, waive any procedural irregularity or defect in procedures so long as any opposing party is not materially prejudiced by such waiver. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph. The notice of protest and formal written protest shall be filed in the Purchasing Department between the hours of 8:00 a.m. and 4:30 p.m. upon any day the office is open for business.

The provisions specified herein constitute the exclusive remedy for any adversely affected party with respect to a bid protest. The formal written protest shall state with particularity the facts and law upon which the protest is based.

- D. Upon receipt of the formal written protest which has been timely filed, the Purchasing Director shall stop the bid solicitation process or the contract award process until the subject of the protest is resolved by final agency action, unless the School Board, by duly enacted resolution sets forth in writing the particular facts and circumstances which require the continuance of the bid solicitation process or the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.

The School Board finds that a substantial interest in the public welfare is the timely award of contracts when required as a condition of receiving grants or funds from outside sources which will be in addition to the regular school budget.

- E. The Purchasing Director shall schedule a meeting to provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) days, excluding Saturdays, Sundays, and state holidays, after receipt of a formal written protest and bond.
- F. If the Purchasing Director cannot resolve the protest by mutual agreement within the seven (7) day period referred to in Paragraph E in this section, the School Board shall conduct an informal administrative hearing, under Section 120.57(2), Florida Statutes, acting as the agency head, where there are no disputed issues of material fact. The informal hearing shall be held with notice of no less than 72 hours, excluding Saturdays, Sundays, and legal holidays within thirty (30) days of receipt of the formal written protest and bond, unless the parties, with the consent of the School Board, agree to extend the time for the hearing. The School Board shall have the right to schedule the hearing subject to these provisions.

2.41 DEFINITIONS

As used in this Bid, the following terms shall have the meanings set forth below:

Bidder: That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that has submitted a bid proposal for the purpose of obtaining business with the School District to provide the product and/or services set forth herein.

Contract Administrator: The School District's Director of Purchasing and Warehouse or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the contract. Any changes to the resulting contract shall be done in writing and authorized by the Director of Purchasing and Warehouse and/or the School Board Chair.

Contract: The document resulting from this solicitation between the School District and the Bidder, including this bid, along with any written addenda and other written documents, which are expressly incorporated by reference.

Contractor's Project Manager: The Project Manager has responsibility for administering this contract for the successful Bidder(s) and will be designated prior to the issue of the resulting Price Agreement or Purchase Order.

Day: The word "day" means each calendar day or accumulation of calendar days.

Director: The Director is the Director of Purchasing and Warehouse for the School District.

Exceptions to Bid: An exception is defined as the Bidder's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the bid.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

School Board: The word School Board refers to the elected officials of the School Board of Osceola County, Florida.

School Board's Project Manager(s): The Project Manager(s) have responsibility for the day-to-day administration of the resulting contract for the School District and will be designated prior to award of the resulting Purchase Order.

School District: The word School District refers to the entity, The School District of Osceola County, Florida.

3.0 SUBMITTAL REQUIREMENTS
(Submit in the following order)

- A. Completed Invitation To Bid cover page.
- B. Completed Bid Submittal Form (use attached form).
- C. Completed Sample Price Sheet
- D. Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's bid. **Failure to return signed addenda may be cause for the bid to be considered non-responsive.**
- E. Drug free workplace Certification
- F. Debarment Certification
- G. Emergency/Storm related catastrophe-Contractor agreement form
- H. Conflict of Interest- All bidders shall properly complete, have notarized and attach with their Bid Submittal the attached notarized disclosure statement of any potential conflict of interest that the bidder may have due to ownership, other clients, contracts or interests associated with this project.
- H. List at least three (3) recent references where the proposed product has been used within the past year. Use of the attached form will aid in evaluation.
- I. Those firms located within the Osceola County, Florida, must include a copy of their County Business Tax Receipt (formerly known as an occupational license). **If a bidder is located within Osceola County, failure to have or obtain an Osceola County Business Tax Receipt prior to the bid closing date and time shall automatically render a bidder non-responsive.** Note: Charitable organizations that qualify under Florida Statute No. 205.192 are exempt from this requirement.
- J. Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. **Final forms must contain the correct solicitation and/or project number and School Board contact person.**

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with their submittal.

Incorporated and unincorporated firms that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes shall submit an executed Hold Harmless Agreement relieving the School Board of liability in the event they and/or their employees are injured while providing goods and/or services to the School Board.

- K. Hold Harmless Agreement
- L. Confidential materials – any materials that qualify as "trade secrets" shall be segregated, clearly labeled and accompanied by an executed Non-Disclosure Agreement for Confidential Materials shall be submitted in this section.
- M. All bidders shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted.

- N.** All vendors, including predecessors or related vendor or entity, shall identify any litigation in which they have been involved in, including arbitration and administrative proceedings, during the past five (5) years involving claims for excess of ten (10) percent of the contact value. Include a brief legal description of the dispute and its current status. Where the action or lawsuit involved a similar project as herein discussed, bidder shall describe the particular circumstances giving rise to the dispute.
- O.** The bidder must submit with his bid proposal the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service. A contact for both regular work-hours and after-hours, weekends, and holidays must be identified.
- P.** If a vendor must subcontract any portion of a contract for any reason, he must state the name and address of the subcontractor and the name of the person to be contacted. The School District of Osceola County also reserves the right to reject a bid or any bidder if the bid names a subcontractor who has previously failed to deliver on time contracts of similar nature, or who is not in a position to perform properly this award. The School District of Osceola County reserves the right to inspect all facilities of any subcontractors in order to make a determination as to the foregoing.
- Q.** The bidder must submit with his bid all current catalog(s), CD(s) or printed price sheet(s) that the bidder would like to have considered in the award of this bid.
- R.** The bidder must with his bid the Written Factory Certification.

BID SUBMITTAL FORM

TO: The School District of Osceola County, Florida
Purchasing Department, Building 2000
817 Bill Beck Blvd.
Kissimmee, Florida 34744-4495

The undersigned hereby declare that [firm name] _____
_____ has carefully examined the specifications to furnish:

Playground Equipment, Surfacing & Installation

for which Bid Submittals were advertised to be received **no later than 2:00 p.m., local time, on Wednesday, April 15, 2009** and further declare that will furnish the Playground Equipment, Surfacing & Installation according to specifications.

1. **Playground Equipment**, (not surfacing) Include Catalog Name, Number, Date, 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.

Catalog Name	Number	Date	Discount

If additional space is needed, attach additional pages on company letterhead in above format.

2. **Installation of Playground Equipment**, to be based on a firm fixed percentage of the equipment cost (the total cost after discount has been taken but before freight has been added). The firm fixed percentage is _____%. Attach to your bid response your written factory certification for the installation of playground equipment. Yes_____ or No_____.
- and / or,**
3. If you are using a subcontractor for the installation of playground equipment list the Certified Installer's Company Name: _____, and attach Written Factory Certification. Certification attached Yes_____ or No_____.
 4. **Surfacing Products** must meet current ASTM specifications for determination of accessibility to surface systems under and around playground equipment. Attach to the bid a price table for surfacing product if pricing is based on thickness and color options. This price sheet may not contain and other terms and/or conditions and your company name must be clearly indicated. Price must be stated per square foot and must include all materials, adhesives, non-woven geotextile membrane, delivered, supplied and installed. Price sheet must be included with your bid response. Price sheet attached Yes_____ or No_____.
 5. Have you submitted all catalog(s), CD(s) or printed price sheet(s) to be considered as part of this bid? **Failure to submit may disqualify your bid.**
Yes _____ No _____

6. List any exclusions you may have to this bid

7. List the contact information of the local representative

Name _____
Address _____
City, State, Zip _____
Email _____
Phone Number _____

Have you supplied all the Submittal Requirements outlined below?

- Invitation To Bid cover page
- Completed and executed Bid Submittal form
- Any addenda pertaining to this ITB
- Drug Free Certification
- Debarment Certification
- Emergency/Storm related catastrophe-Contractor agreement form
- Conflict of Interest form
- References, in accordance with Section 2.09, *Definition of Responsive and Responsible*
- Licenses / Occupational
- Proof of Insurance
- Hold Harmless Agreement and/or Notice of Election to be Exempt, if required
- Did you include a CD, as required in the section entitled **Bid Submittal Form**?
- Catalog(s), CD(s) or printed price sheet(s)
- Written Factory Certification

Prompt Payment Terms: _____ % _____ Days; Net 45 Days

Do you accept electronic funds transfer (ETF)? YES NO

If yes, does you firm offer a discount? _____ %

Do you accept Purchase/Payment by Visa card? YES NO

The School Board reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the School Board.

I hereby certify that I have read and understand the requirements of this Invitation To Bid No. SDOC 09-B-082 CJ, "**Playground Equipment, Surfacing & Installation**", and that I, as the bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this ITB.

Company _____
Per _____ (Print name)

Signature _____

Address _____

City _____ State _____ ZIP _____

Telephone _____ Fax _____

E-Mail Address: _____

Dunn & Bradstreet # _____ Fed. I.D. # _____

DRUG FREE WORKPLACE
CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1) notify employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo-contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities*. The regulations were published as **Part IV of the January 30, 1989, Federal Register (pages 4722-4733)**.

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *****

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attached an explanation to this proposal.

Organization Name

Playground Equipment, Surfacing &
Installation #SDOC-09-B-082 CJ

Bid Name & Number

Names and Titles of Authorized Representative(s)

Signature(s)

Date

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", "voluntarily exclude", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions", without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a perspective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

**EMERGENCY / STORM RELATED CATASTROPHE
AGREEMENT**

Due to Acts of God, Acts of Terrorism or War, any vendors working with the School District shall acknowledge and agree to the following terms and conditions. This will allow the District to obtain Federal funding if available.

CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER

It is hereby made a part of this Invitation To Bid that before, during and after a public emergency, disaster, hurricane, flood or acts of God that the municipal government, through the School District of Osceola County, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation, which threatens public health and safety, as, determined by the School District of Osceola County. Vendor/Contractor agrees to rent/sell/lease all goods and services to the School Board of Osceola County or other government entity as opposed to a private citizen, on a first priority basis. The District expects to pay a fair and reasonable price for all products in the event of a disaster, emergency or hurricane. Vendor/Contractor shall furnish a "24-hour" phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

(Signature)

(Print Name)

(Title)

Emergency Telephone Number: _____

Home Telephone Number: _____

Beeper or Cellular Phone Number: _____

CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that

1. I, (*printed name*) _____, am the
 (*Title*) _____ and the duly authorized representative of the firm of (*Firm Name*) _____ whose address is _____, and that I possess the
 Legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. This Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): _____

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

(Seal)

Commission Expires _____

LIST OF REFERENCES

#1	Agency	
	Address	
	City, State, ZIP	
	Contact Person	
	Telephone	
	Date(s) of Service	
	Type of Service	
	Comments:	
#2	Agency	
	Address	
	City, State, ZIP	
	Contact Person	
	Telephone	
	Date(s) of Service	
	Type of Service	
	Comments:	
#3	Agency	
	Address	
	City, State, ZIP	
	Contact Person	
	Telephone	
	Date(s) of Service	
	Type of Service	
	Comments:	

HOLD HARMLESS AGREEMENT

**Return this page ONLY if claiming exemption from the
Worker's Compensation Insurance Requirement**

I _____ am the owner of _____, an incorporated/unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that the above named business employs fewer than four employees, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees.

On behalf of the business, and its employees, I hereby agree to indemnify, keep and hold harmless the School Board, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of our contract with the School Board, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of School Board or their employees, or of their subcontractors or their employees. The named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the School Board in any action indemnified hereby, the named business shall, at its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the SCHOOL BOARD under Section 768.28, Florida Statutes.

Signature

Printed Name

Firm Name

Date

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name: _____

Commission No.: _____

(Seal)Commission Expires _____



NON-DISCLOSURE AGREEMENT
For
CONFIDENTIAL MATERIALS

Reference # _____

RETURN THIS FORM *ONLY* IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE BID DOCUMENT TO DETERMINE IF THIS APPLIES. THE CONFIDENTIAL MATERIALS WILL ONLY BE HANDED OUT TO THE SELECTION COMMITTEE ON THE DAY OF THE EVALUATION, THEREFORE, THE EVALUATION OF THIS MATERIAL WILL BE LIMITED TO THAT TIME ONLY.

Respondent:

Address:

This Agreement is entered into as of the date of the last signature set forth below between the School District of Osceola County, a political subdivision of the State of Florida (the "District"), and the above named Respondent (hereinafter the "Respondent"). The School District of Osceola County and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent possesses certain confidential trade secret materials that it wishes to disclose to the School District of Osceola County for the purpose of responding to a request for proposal or otherwise conducting business with the School District; and

WHEREAS, the School District desires to review such materials in order to evaluate the District's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the School District and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the School District that the materials described in the attached Exhibit A (the "Confidential Materials") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the School District for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the School District agrees not to disclose such Confidential Materials to third parties.

2. Additional Materials. During the course of the negotiations or the business relationship with the School District, the Respondent may disclose additional confidential or trade secret information to the District in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped “confidential” or “trade secret” prior to delivery to the School District, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the School District acknowledging receipt of such materials.

3. Exclusions. For purposes of this Agreement, the term “Confidential Materials” does not include the following:

- (a) Information already known or independently developed by the School District;
- (b) Information in the public domain through no wrongful act of the School District;
- (c) Information received by the School District from a third party who was legally free to disclose it;
- (d) Information disclosed by the Respondent to a third party without restriction on disclosure;
- (e) Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
- (f) Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. Non Disclosure by Respondent. In the event that the School District discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the School District’s prior written consent. Further, upon conclusion of discussions or business transactions between the School District and the Respondent, or at any time upon request of the School District, Respondent agrees to return such information (including any copies) to the School District.

5. Duty of Care. Each Party agrees to treat the other Party’s confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party’s information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.

6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the School District's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the School District may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(e) Florida Statutes. Respondent further understands that the School District may be required to disclose such information if directed by a court of competent jurisdiction.

7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the School District to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the School District in defending the denial of the records request, and shall hold the School District harmless from any claim for statutory costs and attorneys fees arising from the School District's refusal to disclose such materials.

8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.

9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the School District beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the School District be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the School District, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the School District designates the following address for such notice:

The School District of Osceola County, Florida
Director of Purchasing and Warehouse
817 Bill Beck Blvd., Building 2000
Kissimmee, Florida 34744

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Osceola County, Florida, or the Federal District Court for the Middle District of Florida, Orlando Division.

12. Respondent and the School District hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation limited solely to the parties of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The School District of Osceola County, Florida

BY: _____

NAME: Dr. Michael Grego

TITLE: Superintendent

DATE: _____

Respondent

BY: _____

NAME: _____

TITLE: _____

DATE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

EXHIBIT A
DESCRIPTION OF CONFIDENTIAL MATERIALS

**Notification Regarding Public Entity Crime and Discriminatory Vendor List Requirements
And Disqualification Provision**

A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

287.133(2)(a) 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.

287.133(2)(b) A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a) 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.

287.134(2)(b) A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

STATEMENT OF NO BID

The School District of Osceola County, Florida
Purchasing Department
817 Bill Beck Boulevard, Building 2000
Kissimmee, Florida 34744-4495

Attn: Cheryl M. Jessee, Senior Buyer

Bid # SDOC 09-B-082 CJ

We, the undersigned, have decided not to bid for the following reasons.

- _____ We do not handle products/services in this classification
 - _____ Opening date does not allow sufficient time to complete bid
 - _____ Cannot supply at this time
 - _____ Suitable but engaged in other work
 - _____ Quantity too small
 - _____ Cannot meet required delivery
 - _____ Equivalent not presently available
 - _____ Unable to meet specifications
 - _____ Unable to meet insurance/bond requirements
 - _____ Please remove our name from the vendor file only for the commodity listed above
 - _____ Please remove our name from the School Board's entire vendor files
 - _____ Other reasons or remarks
-
-

We understand that if the "No Bid" letter is not returned by the bid due date, our name may be deleted from the School District of Osceola County's vendor list for this commodity.

Company Name _____

Authorized Signature _____

Print Name of Authorized Person _____

Email Address for Authorized Person _____

Telephone Number _____

Fax Number _____

BID # SDOC-09-B-082 CJ

April 9, 2009

**ADDENDUM NO.: 1
(To be attached and become a part of the Bid)**

PLAYGROUND EQUIPMENT, SURFACING & INSTALLATION

To be opened, April 15, 2009 at **2:00 P.M.**, in the School District of Osceola County, Purchasing Office, 817 Bill Beck Boulevard, Kissimmee, Florida 34744.

The original Invitation to Bid (ITB) documents shall remain in full force and effect, except as modified herein, and shall take precedence over any contrary provisions in the prior documents. If you have any questions regarding this Addendum please feel free to contact Cheryl Jessee, Senior Buyer by email at jesseec@osceola.k12.fl.us or by phone at (407) 870-4627.

This addendum is being issued to answer questions submitted.

Question 1:

Specification 2.18: Insurance

- A. "Commercial General liability in the amount of \$3 million aggregate"
Normally we carry \$1 million per occurrence with \$1 million aggregate and an umbrella for \$1 million, making this aggregate \$3 million as understood by our Insurance Company. Is this acceptable?
- B. "Product liability" is normally furnished by the playground equipment manufacturer. Is this acceptable or do we need to also supply this coverage as general contractor? (This will require an additional policy and cost)

Answer 1:

- A. No, the District requires \$1 million per occurrence and \$3 million aggregate. The \$1 million per occurrence stands alone, you can however, combine your \$1 million aggregate and a \$2 million umbrella or you can have \$2 million aggregate and a \$1 million umbrella, in order to achieve the \$3 million aggregate.
- B. "Product Liability" If the bidder is not the Manufacturer of the equipment/product that you are offering, then include the Manufacturer's certificate of insurance for each of the products/equipment that you are submitting showing the Product Liability coverage as required in Section 2.18.

Question 2:

Since this is a construction contract requiring site work, structural concrete footings, etc., we did not see a requirement for the bidder to be a Certified General Contractor or request for copy of licenses, (only copy of occupational license with no minimum requirements) a CSPI (Certified Safety Playground Installer) to be a foreman at site.

Answer 2:

This is a catalog/printed price sheet bid, not a construction contract. Companies bidding on this do not have to offer installation. If and when installation is required through this bid, our Facilities and/or Maintenance Department, Permitting Department and Health & Safety Department will be involved in the process and they will verify that the proper licenses and certification are in place as well as verify that the equipment is approved by the District prior to issuance of a purchase order.

Question 3:

Is there a bid bond or performance bond required?

Answer 3:

No, the District does not require bid bonds or performance bonds for projects less than \$200,000.00. This bid is not for projects over \$200,000.00.

Question 4:

Is a temporary construction fence required and if so plastic or chain link.

Answer 4:

The District has a bid to cover any fencing requirements. Fencing will not be covered under this bid.

Question 5:

Can we bid on more than one playground equipment manufacturer and if so, do we need to be certified installer for each or the CSPI certificate is enough?

Answer 5:

You can bid on any and all playground equipment manufacturers that you are authorized to distribute. Certified Safety Playground Installer is acceptable for installation. Just so there is no misunderstanding (see section 1.04 the 10th bullet) the Written Factory Certification is also required, this insures the District that you or your installing subcontractor are authorized by the manufacturer to install to prevent any voided factory/manufacturers warranties on the equipment.

Question 6:

Bid item No. 4 "Surfacing Products" Requires to quote or bid on several thickness and color options per square feet, but there is no mention of construction base whether to be compacted lime rock and thickness or compacted existing soil or 4 concrete base and thickness.

Answer 6:

If the construction base is something that you offer you may include those options in your bid response. The District has a Site Contract Labor Bid for this service as well as the fact that most playgrounds are installed in conjunction with a school being built and the site work can be performed by the Construction Company already on site.

**Question 7:
Surfacing Products**

The only specification is to be accessible and meet ASTM:

- a. Is ADA mulch acceptable?
- b. Rubber surfacing poured in place acceptable?
- c. Synthetics grass (artificial turf) to meet ASTM and fall height acceptable?

Can we bid in all of the above?

Answer 7:

You can bid on any and all products/manufacturers that you represent or offer. The Districts Health and Safety Department will determine whether or not a product and or equipment meet the Districts standards. This will be determined on a project by project basis.

Question 8:

Is there a border required at end of surfacing where it abutts ground? Material wood, concrete, plastic or other?

Answer 8:

If these are items that you would like to offer you can include them in your bid response. This will be determined on a project by project basis.

Acknowledgement of Addendum #1 by Vendor:

This addendum shall be completed by Vendor and returned with the Bid Package. If the Bid package has already been submitted, this addendum must be submitted to the above address in a sealed envelope, which is marked on the outside Addendum to Bid, Bid title and number.

This is to acknowledge receipt of this addendum, which will become part of the Bid document.

AUTHORIZED NAME (TYPED)

TITLE

AUTHORIZED SIGNATURE

COMPANY NAME

Bid #SDOC 09-B-082 CJ Playground Equipment, Surfacing Installation
Tab Sheet

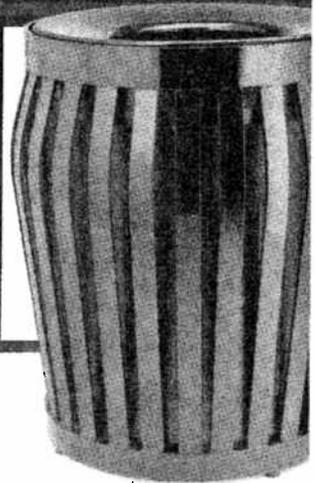
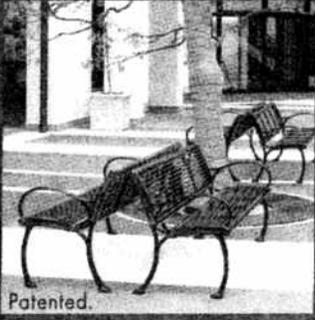
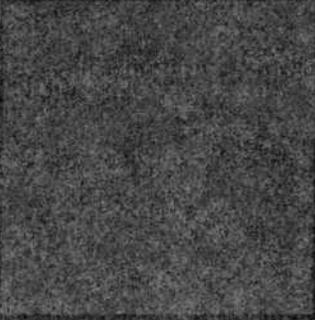
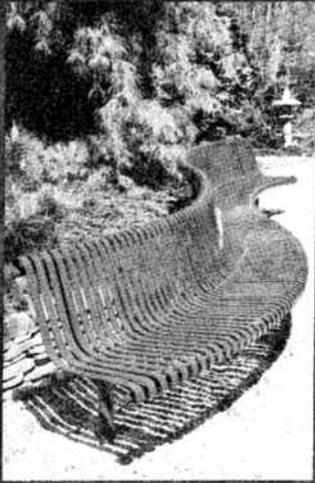
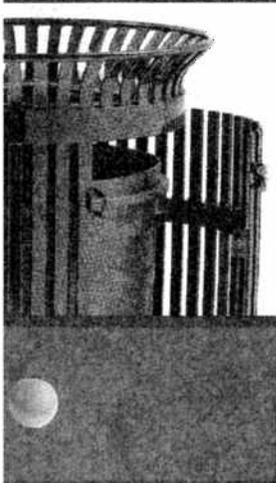
Bidders Information	Mfg./Catalog Offered for Playground Equipment	Provided Printed Price Sheets/ Priced Catalog or Pricing on CD	Discount off Submitted Price Sheet	Installation of Playground Equipment, firm fixed percentage	Written Factory Certification for Installation	Exclusions
<p>Victor Stanley Inc. 13750 W. Colonial Drive Ste., 350-134 Winter Garden, FL 34787 Local Rep: Mary Langley 407-647-6318 mlangley5@cfl.rr.com</p>	<p>Victor Stanley #129300 (02870)</p>	<p>Yes</p>	<p>5%</p>	<p>25%, Submitted additional pricing on related installation services</p>	<p>Yes, Johnny James Pitts</p>	
<p>Wabash Valley Manufacturing 13750 W. Colonial Drive Ste., 350-134 Winter Garden, FL 34787 Local Rep: Mary Langley 407-647-6318 mlangley5@cfl.rr.com</p>	<p>Wabash Valley 2009 Catalog</p>	<p>Yes</p>	<p>5%</p>	<p>25%, Submitted additional pricing on related installation services</p>	<p>Yes, Johnny James Pitts</p>	





VICTOR STANLEY, INC.®

-Manufacturers of Quality Site Furnishings since 1962-



Toll Free (USA & Canada): 1-800-368-2573

Tel: 1-301-855-8300

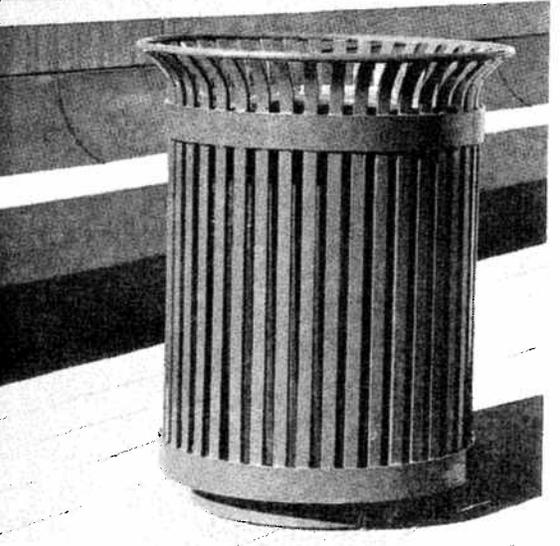
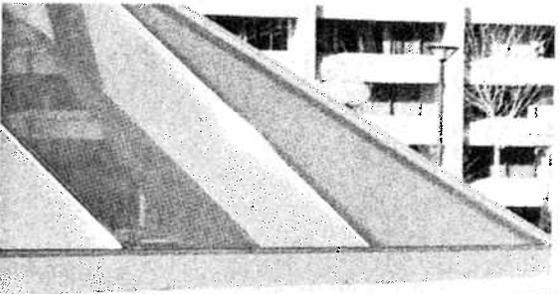
<http://www.victorstanley.com>

Patents Pending.

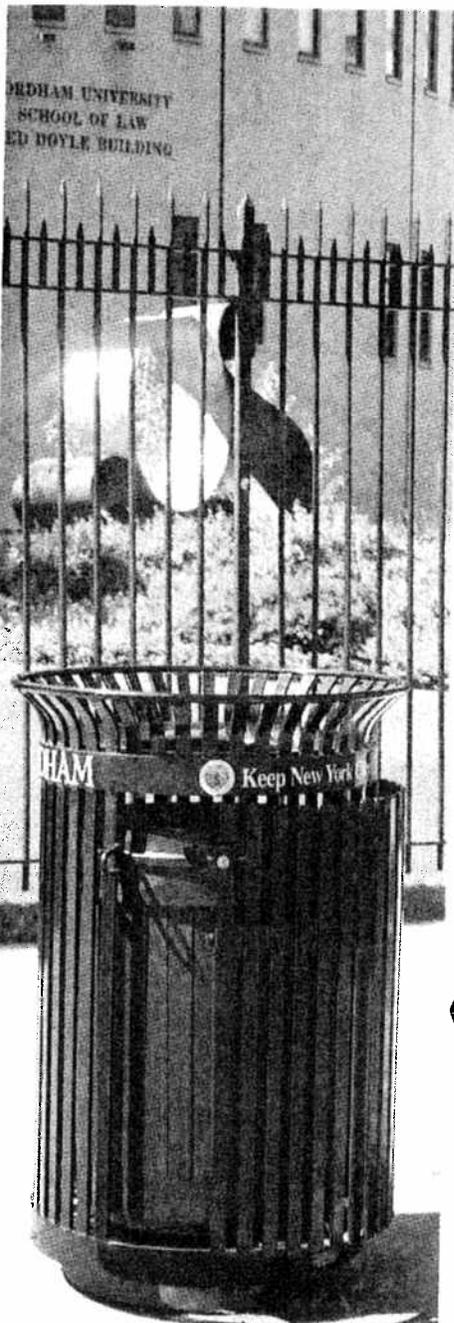
Litter Receptacles Benches Tables & Chairs Ash Urns Planters Tree Guards Seats Bike Racks & Bollards



S-42



S-424 features same capacity as S-42, slightly lower profile.



▲ SD-42 with **OPTIONAL** custom top band decals.

The Original IRONSITES® SERIES

From Classic to Post-Modern ...
designs that transcend period styling.

S-42 Litter Receptacle

Capacity: 36 gallons (136 liters). Standard tapered formed lid. Black plastic liner. Four leveling feet. Bottom recessed pedestal.

Options: Dome lid (with or without ashtray). Convex lid with self-closing door. Rain bonnet lid (with or without ashtray). Galvanized steel liner (with or without powder coat). Custom decals and plaques.

S-424 Litter Receptacle

Capacity: 36 gallons (136 liters). Standard tapered formed lid. Black plastic liner. Four leveling feet. Bottom recessed pedestal.

Options: See S-42 Options above.

SD-42 Side-Door Litter Receptacle

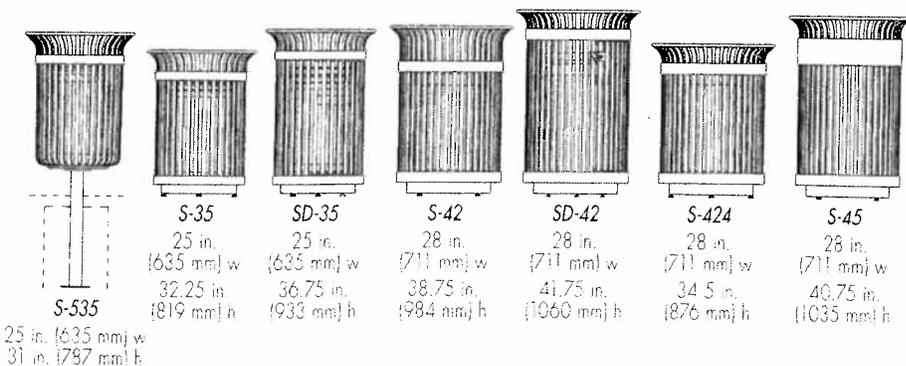
Capacity: 36 gallons (136 liters). Standard tapered formed lid. Black plastic liner. Latch. Five leveling feet. Bottom recessed pedestal.

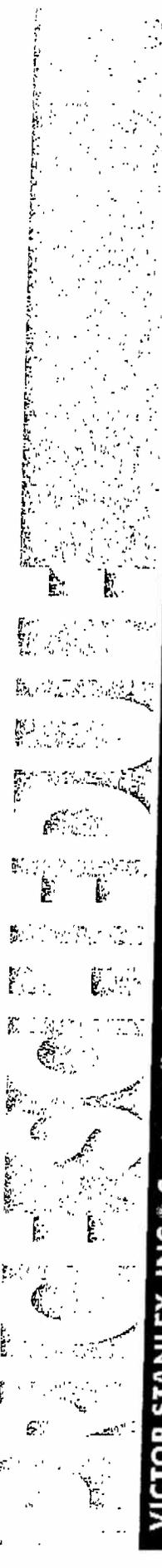
Options: Patented keyed lock. Dome lid (with or without ashtray). Convex lid with self-closing door. Rain bonnet lid (with or without ashtray). Galvanized steel liner (with or without powder coat). Custom decals and plaques.

SD-35 Side-Door Litter Receptacle

Capacity: 24 gallons (90 liters). See SD-42 description above for additional information.

OVERALL DIMENSIONS. w=width h=height. Drawings not to scale.





VICTOR STANLEY, INC.® Contract/Institutional Net Price Schedule July 28, 2008

Many Victor Stanley, Inc.® products are covered by patents including but not limited to the following:
 A-36 (U.S. Patents D458,431 S; D454,238 S; D441,912 S; D452,700 S; D483,538 S; D487,537 S; D487,538 S; D487,177 S) (Canadian Patents 88734; 90940) • BK-2 (U.S. Patent D385,231) • C-96 (U.S. Patents D396,012; CS-96 (U.S. Patent D399,512) • CR-96 (U.S. Patents D376,271) • CR-96, C-96, CBF-96, CS-96, CR-96, C-96, CBF-96, CS-96, CR-96, C-96, CBF-96, CS-96, CR-96 (U.S. Patent D376,937) • All Dynasty Series™ (Patents Pending) • DYN-36 (D573,766 S) • DYN-SD-16 (U.S. Patent D573,769 S) • DYN-16 (U.S. Patent D553,821 S) • Frames Modern™ Series Backless Benches, Sleerisites Series™ Benches, CM-214, CM-1314, CM-56, CM-59, CM-53 (Patents Pending) • CM-324, FB-324, FM-324, FMBF-324, FMS-324 (U.S. Patent D523,263 S; EC Reg. Des. No. 010503297-0001) (Canadian Patents Pending) • CM-324, FM-324 (U.S. Patent D526,805 S; D563,689 S) • FMBF-324 (U.S. Patent D563,689 S) • FMS-324 (U.S. Patent D532,620 S) • NSDC-36 (U.S. Patents D450,166 S; D476,455 S; D445,982 S; D476,454 S) (Canadian Patents 98101, 96159, 98103, 96100) • RB-24, RB-36, RB-45 (U.S. Patents D417,053) • Lock Box (U.S. Patent 6,339,944 B1) • 2nd Site Systems® Reinforced Recycled Plastic Slats (U.S. Patents 5,660,907; 5,791,047) (Canadian Patent 2,184,346). © 2008 Victor Stanley, Inc. All rights reserved.



VICTOR STANLEY, INC.®
 -Manufacturers of Quality Site Furnishings since 1962-
 P.O. Drawer 330 • 2103 Brickhouse Rd., Dunkirk, Maryland 20754 USA
 Toll Free: 1-800-368-2573 (USA & Canada) • Tel: 301-855-8300 • Fax: 410-257-7579 • www.victorstanley.com

In addition to a vast offering, Victor Stanley welcomes the opportunity to work on custom projects.

OPTIONS pricing (i.e. UPCHARGE) refers to options packaged as components of initial product order. For spare lids and liners, reference *Replacement Parts* on page 17 of this price schedule.

Bike Racks & Bollards

BIKE RACKS & BOLLARDS	Specify mounting.		
BK-2	Bike Rack	Pausons Series, Tubular Steel	150 \$948.00
BK-3	Bike Rack	Prairie Sites Series™, Tubular Steel Wide-Arcs	100 448.00
BK-4	Bike Rack	Prairie Sites Series™, Tubular Steel	150 948.00
BK-6	Bike Rack	Prairie Sites Series™, Single Arc	40 198.00
BK-61	Bike Rack	Prairie Sites Series™, Single Arc with Crossbar	40 248.00

Prices and specifications are subject to change. See product specifications for further details. All prices are F.O.B. factory. All measurements and shipping weights are estimated and will vary, particularly with small changes in moisture content of wood members. Mahogany slats come with a clear stain. The slats do not require any stain. 2nd Site Systems™ slats are offered in gray, maple, cherry and walnut. All steel products are available in a choice of eleven standard powder coating colors, including black, bronze, teal, green, lawn square green, white, red, blue, gray, burgundy and silver. We also offer many other colors (including the RAL range) at a small additional cost. We recommend that only TGIC polyester powders be used for outdoor applications. Ductile-Iron castings come with our 10-year warranty against breakage.

The Victor Stanley "Publicole II" powder-coating process is fully described on our website at www.victorstanley.com. It is the subject of a lengthy article in *Powder Coating* magazine and represents the highest level of powder-coating quality. For those special projects which are exposed to corrosive environments (including but not limited to projects that are by the sea with saltwater exposure or by sand where the wind creates a sandblasting effect), Victor Stanley, Inc. is pleased to offer hot dip galvanizing as an option for most products prior to powder coating. When applying powder coating over galvanized surfaces, special surface preparations must be made and resulting finished surfaces will be somewhat less smooth than standard finishes due to the zinc substrate resulting from hot dip galvanizing. Contact your customer service representative for information and pricing.

WE OFFER PLAQUES AND FITTED OUTDOOR DECALS for many of our products; a unique way to promote or identify a special area with messages, advertising, logos, memorials and recycling. See page 17 or contact customer service for information and pricing.

Steel Bike Bollard	T Series™, 3-In OD Tubular Steel	36	\$336.00
Steel Bollard	T Series™, 3-In OD Tubular Steel	34	244.00
BIKE RACK & BOLLARD OPTIONS (UPCHARGE)			
In-Ground Mount	(BK-2, BK-3, BK-6, BK-61, BKR-35, BKR-36)		\$90.00
Surface Mount	(BK-2, BK-3, BK-4, BK-61, BKR-35, BKR-36) (BK-6)		60.00
Polished Stainless Steel	(BK-61)	10	52.00
			Call for price

City Sites Series™

BENCHES

C-12 or C-18	Contoured Bench	4-Ft Mahogany Slats 4-Ft Ipe Slats 4-Ft 2nd Site Systems® Slats 6-Ft Mahogany Slats 6-Ft Ipe Slats 6-Ft 2nd Site Systems® Slats 8-Ft Mahogany Slats 8-Ft Ipe Slats	188 188 212 216 240 236	\$1,048.00 <i>Call for price</i> 1,196.00 1,172.00 1,298.00 1,298.00
C-14 or C-16	Backless Bench	4-Ft Mahogany Slats 4-Ft Ipe Slats 4-Ft 2nd Site Systems® Slats 6-Ft Mahogany Slats 6-Ft Ipe Slats 6-Ft 2nd Site Systems® Slats 8-Ft Mahogany Slats 8-Ft Ipe Slats	132 164 166 210 188	948.00 <i>Call for price</i> 1,148.00 1,064.00 1,198.00 1,148.00
CBF-12 or CBF-18	Contoured Bench	4-Ft Horizontal Steel Slats 6-Ft Horizontal Steel Slats 8-Ft Horizontal Steel Slats	264 300 336	1,196.00 1,248.00 1,364.00

CBF-14 or CBF-16	Backless Bench	4-Ft Horizontal Steel Slats 6-Ft Horizontal Steel Slats 8-Ft Horizontal Steel Slats	228 360 312	\$998.00 1,064.00 1,148.00
CR-12 or CR-18	Contoured Bench	4-Ft Scrolled Vertical Steel Slats 6-Ft Scrolled Vertical Steel Slats 8-Ft Scrolled Vertical Steel Slats	264 300 336	1,196.00 1,248.00 1,348.00
CS-12 or CS-18	Contoured Bench	4-Ft Horizontal Steel Slats 6-Ft Horizontal Steel Slats 8-Ft Horizontal Steel Slats	228 260 312	964.00 1,064.00 1,148.00
CS-14 or CS-16	Backless Bench	4-Ft Horizontal Steel Slats 6-Ft Horizontal Steel Slats 8-Ft Horizontal Steel Slats	208 264	998.00 1,096.00

BENCH OPTIONS (UPCHARGE)

Intermediate Armrest (All City Sites Benches)

C-10	Contoured Bench	4-Ft Mahogany Slats 4-Ft Ipe Slats 4-Ft 2nd Site Systems® Slats 6-Ft Mahogany Slats 6-Ft Ipe Slats 6-Ft 2nd Site Systems® Slats 8-Ft Mahogany Slats 8-Ft Ipe Slats	175 248 200 288 225	\$898.00 <i>Call for price</i> 1,064.00 996.00 <i>Call for price</i> 1,148.00 1,148.00
C-96 or C-196	Contoured Bench	4-Ft Mahogany Slats 4-Ft Ipe Slats 4-Ft 2nd Site Systems® Slats 6-Ft Mahogany Slats 6-Ft Ipe Slats 6-Ft 2nd Site Systems® Slats 8-Ft Mahogany Slats 8-Ft Ipe Slats	195 240 200 288 236	996.00 <i>Call for price</i> 1,098.00 1,064.00 <i>Call for price</i> 1,198.00 1,198.00

Classic Series

BENCHES

C-5	Backless Bench	4-Ft Mahogany Slats 4-Ft Ipe Slats 4-Ft 2nd Site Systems® Slats 6-Ft Mahogany Slats 6-Ft Ipe Slats 6-Ft 2nd Site Systems® Slats 8-Ft Mahogany Slats 8-Ft Ipe Slats	116 150 148 200 182	\$848.00 <i>Call for price</i> 996.00 924.00 <i>Call for price</i> 1,098.00 1,024.00
C-7	Backless Bench	4-Ft Mahogany Slats 4-Ft Ipe Slats 4-Ft 2nd Site Systems® Slats 6-Ft Mahogany Slats 6-Ft Ipe Slats 6-Ft 2nd Site Systems® Slats 8-Ft Mahogany Slats 8-Ft Ipe Slats	132 175 166 220 188	956.00 <i>Call for price</i> 1,048.00 996.00 <i>Call for price</i> 1,172.00 1,116.00

Classic Series - continued

Model #	Weight (lbs)	Price (USD)	Model #	Weight (lbs)	Price (USD)
C-97 or C-398	Contoured Bench	208	Backless Bench	136	5948.00
	4-Fl Mahogany Slats	208	4-Fl Ipe Slats	136	5948.00
	4-Fl Ipe Slats	Call for price	4-Fl 2nd Site Systems® Slats	188	1058.00
	4-Fl 2nd Site Systems® Slats	248	6-Fl Mahogany Slats	176	906.00
	6-Fl Mahogany Slats	215	6-Fl Ipe Slats	Call for price	
	6-Fl Ipe Slats	312	6-Fl 2nd Site Systems® Slats	244	1,196.00
	6-Fl 2nd Site Systems® Slats	312	8-Fl Mahogany Slats	196	1,164.00
	8-Fl Mahogany Slats	312	8-Fl Ipe Slats	Call for price	
C-98 or C-398	Contoured Bench	185	Backless Bench	136	1,018.00
	4-Fl Mahogany Slats	185	4-Fl Ipe Slats	136	1,018.00
	4-Fl Ipe Slats	Call for price	4-Fl 2nd Site Systems® Slats	198	1,148.00
	4-Fl 2nd Site Systems® Slats	230	6-Fl Mahogany Slats	176	1,096.00
	6-Fl Mahogany Slats	190	6-Fl Ipe Slats	Call for price	
	6-Fl Ipe Slats	1,172.00	6-Fl 2nd Site Systems® Slats	244	1,196.00
	6-Fl 2nd Site Systems® Slats	278	8-Fl Mahogany Slats	196	1,196.00
	8-Fl Mahogany Slats	226	8-Fl Ipe Slats	Call for price	
C-138	Contoured Bench	195	Contoured Bench	276	1,096.00
	4-Fl Mahogany Slats	195	6-Fl Horizontal Steel Slats	309	1,196.00
	4-Fl Ipe Slats	Call for price	8-Fl Horizontal Steel Slats	343	1,296.00
	4-Fl 2nd Site Systems® Slats	240			
	6-Fl Mahogany Slats	215			
	6-Fl Ipe Slats	Call for price			
	6-Fl 2nd Site Systems® Slats	288			
	8-Fl Mahogany Slats	255			
C-140	Contoured Bench	195	Contoured Bench	236	1,096.00
	4-Fl Mahogany Slats	195	6-Fl Horizontal Steel Slats	281	1,196.00
	4-Fl Ipe Slats	Call for price			
	4-Fl 2nd Site Systems® Slats	240			
	6-Fl Mahogany Slats	215			
	6-Fl Ipe Slats	Call for price			
	6-Fl 2nd Site Systems® Slats	288			
	8-Fl Mahogany Slats	255			
C-144 or C-158	Backless Bench	132	Backless Bench	240	896.00
	4-Fl Mahogany Slats	132	6-Fl Scrolled Steel Slats	272	998.00
	4-Fl Ipe Slats	Call for price			
	4-Fl 2nd Site Systems® Slats	196			
	6-Fl Mahogany Slats	172			
	6-Fl Ipe Slats	Call for price			
	6-Fl 2nd Site Systems® Slats	230			
	8-Fl Mahogany Slats	218			

Classic Series - continued

BENCHES - continued

CR-98 or CR-98R	Contoured Bench	4-Ft Scrolled Vertical Steel Slats..... 6-Ft Scrolled Vertical Steel Slats..... 8-Ft Scrolled Vertical Steel Slats.....	280 315 350	\$1,048.00 1,148.00 1,248.00
CR-138 or CR-140	Contoured Bench	4-Ft Scrolled Vertical Steel Slats..... 6-Ft Scrolled Vertical Steel Slats.....	248 295	1,048.00 1,148.00
CR-144	Backless Bench	4-Ft Scrolled Steel Slats..... 6-Ft Scrolled Steel Slats.....	208 252	948.00 1,048.00
CR-246 or CR-298	Backless Bench	4-Ft Scrolled Steel Slats..... 6-Ft Scrolled Steel Slats.....	200 220	896.00 964.00
CS-10	Contoured Bench	8-Ft Scrolled Steel Slats.....	248	1,064.00
CS-96 or CS-196	Contoured Bench	4-Ft Horizontal Steel Rods..... 6-Ft Horizontal Steel Rods.....	400 450	1,096.00 1,198.00
CS-98 or CS-398	Contoured Bench	4-Ft Horizontal Steel Rods..... 6-Ft Horizontal Steel Rods.....	336 364	1,096.00 1,198.00
	Contoured Bench	4-Ft Horizontal Steel Rods..... 6-Ft Horizontal Steel Rods.....	326 354	1,096.00 1,198.00

Concourse Series

ASH URNS

PC-6 or RS-6	Stand-Mount Ash Urn.....	Stainless-Steel Ashtray, Black Plastic Liner.....	70	\$496.00
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LITTER RECEPTACLES

PC-10	24-Gallon Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner.....	208	\$664.00
PC-12	36-Gallon Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner.....	240	764.00
RS-10	24-Gallon Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner.....	208	696.00
RS-12	36-Gallon Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner.....	240	836.00

CS-138 or CS-140	Contoured Bench	4-Ft Horizontal Steel Rods..... 6-Ft Horizontal Steel Rods.....	320 350	\$1,098.00 1,198.00
CS-144 or CS-158	Backless Bench	4-Ft Horizontal Steel Rods..... 6-Ft Horizontal Steel Rods.....	248 276	948.00 1,024.00
CS-296	Backless Bench	4-Ft Horizontal Steel Rods..... 6-Ft Horizontal Steel Rods.....	248 276	948.00 1,034.00

BENCH OPTIONS (UPCHARGE)

Center Scrolled Armrest (C-10)	10	\$124.00
Intermediate Armrest (Most Classic Benches except Ladderback and Steel Rod)	10	134.00

For armrests not mentioned above, call for pricing and availability.

TABLE

C-9	Table	4-Ft 2 x 4 Mahogany Slats..... 4-Ft 2 x 4 Ipe Slats..... 4-Ft 2 x 4 2nd Site Systems® Slats..... 6-Ft 2 x 4 Mahogany Slats..... 6-Ft 2 x 4 Ipe Slats..... 6-Ft 2 x 4 2nd Site Systems® Slats..... 8-Ft 2 x 4 Mahogany Slats..... 8-Ft 2 x 4 Ipe Slats.....	248 248 348 280 280 385 312	\$1,664.00 Call for price 1,798.00 1,798.00 Call for price 1,948.00 1,948.00 Call for price
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TABLE OPTIONS (UPCHARGE)

Checkerboard	(C-9)	3	\$196.00
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LITTER RECEPTACLE OPTIONS (UPCHARGE)

Dome or Rain Bonnet Lid.....	(All Concourse Receptacles)	15	\$124.00
Corvix Lid.....	with or without Self-Close Door (All Concourse Receptacles)	21	224.00
Galvanized Liner.....	if ordered in place of standard plastic liner	15	120.00
	20-Gallon (PC-10, RS-10)	4	24.00
	30-Gallon (PC-12, RS-12)	5	28.00
	20-Gallon Powder Coated (PC-10, RS-10)	4	84.00
	30-Gallon Powder Coated (PC-12, RS-12)	5	96.00

Model #

Weight (lbs) Price (USD)

Dynasty Series™**ASH URNS**

DYN-16	Stand-Alone Ash Urn	Stainless-Steel Ashtray, Black Plastic Liner	64	\$398.00
DYN-426	Stand-Alone Ash Urn	Stainless-Steel Ashtray, Black Plastic Liner	64	436.00
DYN-SD-16	Canopy Side-Door Ash Urn	Stainless-Steel Ashtray, Black Plastic Liner, Latch	80	548.00

BENCHES

DYN-7	Backless Bench	6-Ft. Mahogany Slats	120	\$858.00
		6-Ft. Ipe Slat	140	Call for price
		6-Ft. 2nd Site Systems® Slats	170	1,046.00
DYN-13	Contoured Bench	6-Ft. Mahogany Slats	160	998.00
		6-Ft. Ipe Slats	180	Call for price
		6-Ft. 2nd Site Systems® Slats	255	1,256.00
DYN-427	Backless Bench	6-Ft. Mahogany Slats	120	898.00
		6-Ft. Ipe Slats	140	Call for price
		6-Ft. 2nd Site Systems® Slats	170	1,098.00
DYN-423	Contoured Bench	6-Ft. Mahogany Slats	160	1,048.00
		6-Ft. Ipe Slats	180	Call for price
		6-Ft. 2nd Site Systems® Slats	255	1,298.00
DYN-7	All-Steel Backless Bench	4-Ft.	208	872.00
		6-Ft.	230	948.00
		8-Ft. w/Center Leg	296	1,264.00
DYN-13	All-Steel Contoured Bench	4-Ft.	260	1,098.00
		6-Ft.	295	1,164.00
		8-Ft.	330	1,298.00
DYN-427	All-Steel Backless Bench	4-Ft.	208	936.00
		6-Ft.	230	996.00
		8-Ft. w/Center Leg	296	1,298.00
DYN-423	All-Steel Contoured Bench	4-Ft.	260	1,148.00
		6-Ft.	295	1,264.00
		8-Ft.	330	1,598.00

Economy Series**LITTER RECEPTACLES**

ES-135	24-Gallon Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner	136	\$664.00
ES-142			
or ES-242			
ES-235	36-Gallon Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner	180	728.00
ES-335	24-Gallon Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner	136	672.00
ES-342	24-Gallon Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner	124	572.00
	36-Gallon Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner	170	618.00

Weight (lbs) Price (USD)

LITTER RECEPTACLES

DYN-36	36-Gallon Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner	124	\$648.00
DYN-42	36-Gallon Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner	124	608.00
DYN-SD-36	36-Gallon Side-Door Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner, Latch	136	798.00
DYN-45	45-Gallon Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner	136	798.00
DYN-425	45-Gallon Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner	136	836.00
DYN-SD-45	45-Gallon Side-Door Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner, Latch	148	898.00
DYN-236	MegaCan Receptacle, Standard Decal Package, 2 lids any combination: tapered formed, recycle and/or slotted, Two Black Plastic Liners	348	1,434.00
DYN-336	MegaCan Receptacle, Standard Decal Package, 3 lids any combination: tapered formed, recycle and/or slotted, Three Black Plastic Liners	324	2,436.00
DYN-242	MegaCan Receptacle, Standard Decal Package, 2 lids any combination: tapered formed, recycle and/or slotted, Two Black Plastic Liners	348	1,512.00
DYN-342	MegaCan Receptacle, Standard Decal Package, 3 lids any combination: tapered formed, recycle and/or slotted, Three Black Plastic Liners	324	2,296.00

LITTER RECEPTACLE OPTIONS (UPCHARGE)

Dome or Rain Bonnet Lid	(All Dynasty Receptacles)	15	\$124.00
w/Ashtray (All Dynasty Receptacles)		21	224.00
Convex Lid	with or without Self-Close Door (All Dynasty Receptacles)	15	120.00

PLANTER

DYN-18	18-Gallon Planter	Standard Tapered Formed Lid, Black Plastic Liner	108	\$448.00
DYN-428	18-Gallon Planter	Standard Tapered Formed Lid, Black Plastic Liner	108	488.00

LITTER RECEPTACLE OPTIONS (UPCHARGE)

Dome or Rain Bonnet Lid	(All Economy Receptacles)	15	\$124.00
Convex Lid	w/Ashtray (All Economy Receptacles)	21	224.00
Galvanized Liner	with or without Self-Close Door (All Economy Receptacles)	15	120.00
	<i>if ordered in place of standard plastic liner</i>		
	20-Gallon (ES-135, ES-235, ES-335)	4	24.00
	30-Gallon (ES-142, ES-242, ES-342)	5	28.00
	20-Gallon Powder Coated (ES-135, ES-235, ES-335)	4	84.00
	30-Gallon Powder Coated (ES-142, ES-242, ES-342)	5	96.00

Framers Modern™ Series

BENCHES

FB-324	Fullback Bench	4-Ft Mahogany Slats	212	\$1,098.00
		4-Ft Ipe Slats	Call for price	
		6-Ft Mahogany Slats	215	1,148.00
		6-Ft Ipe Slats	240	Call for price
		8-Ft Mahogany Slats	245	1,398.00
FB-214	Backless Bench	8-Ft Ipe Slats	290	Call for price
		12-Ft Mahogany or Ipe Slats w/Center Leg w/Armsrest	Call for price	
		16-Ft Mahogany or Ipe Slats w/Center Leg w/Armsrest	Call for price	
		4-Ft Mahogany Slats	150	948.00
		4-Ft Ipe Slats	175	Call for price
FB-314	Armless Backless Bench	6-Ft Mahogany Slats	164	998.00
		6-Ft Ipe Slats	190	Call for price
		4-Ft Mahogany Slats	140	948.00
		4-Ft Ipe Slats	165	Call for price
		6-Ft Mahogany Slats	150	998.00
FM-324	Contoured Bench	6-Ft Ipe Slats	175	Call for price
		4-Ft Mahogany Slats	212	1,046.00
		4-Ft Ipe Slats	Call for price	
		6-Ft Mahogany Slats	235	1,098.00
		6-Ft Ipe Slats	Call for price	
FM-214	Backless Bench	8-Ft Mahogany Slats	258	1,366.00
		8-Ft Ipe Slats	Call for price	
		12-Ft Mahogany or Ipe Slats w/Center Leg w/Armsrest	Call for price	
		16-Ft Mahogany or Ipe Slats w/Center Leg w/Armsrest	Call for price	
		Recycled Plastic Slats	See Model CM-324 on page 8	
FM-314	Armless Backless Bench	4-Ft Mahogany Slats	150	\$998.00
		4-Ft Ipe Slats	175	Call for price
		6-Ft Mahogany Slats	164	988.00
		6-Ft Ipe Slats	190	Call for price
		8-Ft Mahogany Slats	180	1,048.00
FM-214	Armless Backless Bench	8-Ft Ipe Slats	212	Call for price
		12-Ft Mahogany or Ipe Slats w/Center Leg w/Armsrest	Call for price	
		16-Ft Mahogany or Ipe Slats w/Center Leg w/Armsrest	Call for price	
		Recycled Plastic Slats	See Model CM-214 on page 8	
		4-Ft Mahogany Slats	140	\$898.00
FM-314	Armless Backless Bench	4-Ft Ipe Slats	165	Call for price
		6-Ft Mahogany Slats	154	988.00
		6-Ft Ipe Slats	180	Call for price
		8-Ft Mahogany Slats	170	1,048.00
		8-Ft Ipe Slats	200	Call for price
		12-Ft Mahogany or Ipe Slats w/Center Leg	Call for price	
		Recycled Plastic Slats	See Model CM-314 on page 8	

FMBP-324	Contoured Bench	4-Ft Horizontal Steel Slats	248	1,148.00
		6-Ft Horizontal Steel Slats	275	1,298.00
		8-Ft Horizontal Steel Slats	302	1,498.00
		12-Ft Horizontal Steel Slats w/Center Leg w/Armsrest	Call for price	
		16-Ft Horizontal Steel Slats w/Center Leg w/Armsrest	Call for price	
FMBP-214	Backless Bench	4-Ft Horizontal Steel Slats	180	948.00
		6-Ft Horizontal Steel Slats	209	998.00
		8-Ft Horizontal Steel Slats	230	1,198.00
		12-Ft Horizontal Steel Slats w/Center Leg w/Armsrest	Call for price	
		16-Ft Horizontal Steel Slats w/Center Leg w/Armsrest	Call for price	
FMBS-314	Armless Backless Bench	4-Ft Horizontal Steel Slats	170	948.00
		6-Ft Horizontal Steel Slats	190	998.00
		8-Ft Horizontal Steel Slats	210	1,198.00
		12-Ft Horizontal Steel Slats w/Center Leg	Call for price	
		16-Ft Horizontal Steel Slats w/Center Leg	Call for price	
FMS-324	Contoured Bench	4-Ft Horizontal Steel Slats	270	1,198.00
		6-Ft Horizontal Steel Slats	300	1,398.00
		8-Ft Horizontal Steel Slats	330	1,598.00
		12-Ft Horizontal Steel Slats w/Center Leg w/Armsrest	Call for price	
		16-Ft Horizontal Steel Slats w/Center Leg w/Armsrest	Call for price	
FMS-214	Backless Bench	4-Ft Horizontal Steel Slats	200	948.00
		6-Ft Horizontal Steel Slats	232	998.00
		8-Ft Horizontal Steel Slats	264	1,198.00
		12-Ft Horizontal Steel Slats w/Center Leg w/Armsrest	Call for price	
		16-Ft Horizontal Steel Slats w/Center Leg w/Armsrest	Call for price	
FMS-314	Armless Backless Bench	4-Ft Horizontal Steel Slats	190	948.00
		6-Ft Horizontal Steel Slats	222	998.00
		8-Ft Horizontal Steel Slats	254	1,198.00
		12-Ft Horizontal Steel Slats w/Center Leg	Call for price	
		16-Ft Horizontal Steel Slats w/Center Leg	Call for price	

BENCH OPTIONS (UPCHARGE)

Intermedline Armsrest	10	\$124.00
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(All Framers Modern™ Benches with Backs)

Model #

Weight (lbs) Price (USD)

Model #

Weight (lbs) Price (USD)

Geometric Series

BENCHES Specify In-Ground or Surface Mount

GBS-48	Square Bench	Mahogany Slats	450	\$2,200.00
		Ipe Slats		Call for price
GBS-54	Square Bench	Mahogany Slats	475	2,296.00
		Ipe Slats		Call for price
GBS-60	Square Bench	Mahogany Slats	500	2,348.00
		Ipe Slats		Call for price
GBS-66	Square Bench	Mahogany Slats	550	2,396.00
		Ipe Slats		Call for price
GBS-72	Square Bench	Mahogany Slats	600	2,548.00
		Ipe Slats		Call for price

GBS-78	Square Bench	Mahogany Slats	650	\$2,696.00
		Ipe Slats		Call for price
GBS-84	Square Bench	Mahogany Slats	700	2,796.00
		Ipe Slats		Call for price
GBS-90	Square Bench	Mahogany Slats	750	2,896.00
		Ipe Slats		Call for price
GBS-96	Square Bench	Mahogany Slats	800	2,996.00
		Ipe Slats		Call for price

BENCH OPTIONS (UPCHARGE)

Intermediate Armrest	(All Geometric Benches)	10	\$134.00
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Goblet Series™

BENCHES

FR-4	Backless Bench	4-Fl 2 x 4 Mahogany Slats	102	\$696.00
		4-Fl 2 x 4 Ipe Slats		Call for price
		4-Fl 2 x 4 2nd Site Systems ³ Slats	129	796.00
		6-Fl 2 x 4 Mahogany Slats	115	796.00
		6-Fl 2 x 4 Ipe Slats		Call for price
		6-Fl 2 x 4 2nd Site Systems ³ Slats	156	948.00
		8-Fl 2 x 4 Mahogany Slats	150	996.00
		8-Fl 2 x 4 Ipe Slats		Call for price
		8-Fl 2 x 4 2nd Site Systems ³ Slats w/Center Leg/Arm 234	1,764.00	
FR-7	Bench	4-Fl 2 x 4 Mahogany Slats	136	796.00
		4-Fl 2 x 4 Ipe Slats		Call for price
		4-Fl 2 x 4 2nd Site Systems ³ Slats	172	948.00
		6-Fl 2 x 4 Mahogany Slats	154	948.00
		6-Fl 2 x 4 Ipe Slats		Call for price
		6-Fl 2 x 4 2nd Site Systems ³ Slats	208	996.00
		8-Fl 2 x 4 Mahogany Slats	200	1,196.00
		8-Fl 2 x 4 Ipe Slats		Call for price
		8-Fl 2 x 4 2nd Site Systems ³ Slats w/Center Leg/Arm 312	1,996.00	

BENCH OPTIONS (UPCHARGE)

Intermediate Armrest	(FR-4, FR-7)	28	\$124.00
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LITTER RECEPTACLES

GSP-24	24-Gallon Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner	144	\$796.00
GSP-32			
or GSP-32	36-Gallon Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner	172	896.00

LITTER RECEPTACLE OPTIONS (UPCHARGE)

Dome or Rain Bonnet Lid	(All Goblet Receptacles)	15	\$124.00
	w/Ashtary		
Convex Lid	with or without Self-Close Door (All Goblet Receptacles)	21	224.00
Galvanized Liner	if ordered in place of standard plastic liner	15	120.00
	20-Gallon (GSP-24)		
	30-Gallon (GSP-32, GST-32)	4	24.00
	20-Gallon Powder Coated (GSP-24)	5	28.00
	30-Gallon Powder Coated (GSP-32, GST-32)	4	84.00
		5	95.00

GreenSites Series™

BENCHES

CM-14	Backless Bench	4-Ft Recycled Plastic Slats	136	\$796.00
or CM-16		6-Ft Recycled Plastic Slats	154	848.00
		8-Ft Recycled Plastic Slats	172	948.00
CM-136	Contoured Bench	4-Ft Recycled Plastic Slats	160	896.00
		6-Ft Recycled Plastic Slats	200	998.00
		8-Ft Recycled Plastic Slats	240	1,098.00
CM-140	Contoured Bench	4-Ft Recycled Plastic Slats	160	896.00
		6-Ft Recycled Plastic Slats	200	998.00
		8-Ft Recycled Plastic Slats	240	1,098.00
CM-144	Backless Bench	4-Ft Recycled Plastic Slats	136	796.00
or CM-158		6-Ft Recycled Plastic Slats	154	848.00
		8-Ft Recycled Plastic Slats	172	948.00
CM-214	Backless Bench	4-Ft Recycled Plastic Slats	136	896.00
		6-Ft Recycled Plastic Slats	154	948.00
		12-Ft Recycled Plastic Slats w/Center Leg w/Armrest	Call for price	
CM-314	Armless Backless Bench	4-Ft Recycled Plastic Slats	136	796.00
		6-Ft Recycled Plastic Slats	154	848.00
		12-Ft Recycled Plastic Slats w/Center Leg	Call for price	
CM-324	Contoured Bench	4-Ft Recycled Plastic Slats	160	896.00
		6-Ft Recycled Plastic Slats	180	998.00
		8-Ft Recycled Plastic Slats	200	1,098.00
		12-Ft Recycled Plastic Slats w/Center Leg w/Armrest	Call for price	
		16-Ft Recycled Plastic Slats w/Center Leg w/Armrest	Call for price	
CM-50	Contoured Bench	4-Ft Recycled Plastic Slats	132	748.00
		6-Ft Recycled Plastic Slats	164	798.00
		8-Ft Recycled Plastic Slats	196	898.00

BENCHES

CM-53	Backless Bench	4-Ft Recycled Plastic Slats	84	\$548.00
		6-Ft Recycled Plastic Slats	100	598.00
		8-Ft Recycled Plastic Slats	116	698.00
BENCH OPTIONS (UPCHARGE)				
	In-Ground or Surface Mount (CM-50, CM-53)			\$90.00
	Intermediate Armrest (CM-324)		10	124.00
LITTER RECEPTACLES RH-Models: In-Ground Mount, RHF-Models: Surface Mount or Free-standing				
RH-24				
or RHF-24	34-Gallon Litter Receptacle, Recycled Plastic Slats, Black Plastic Liner (No Lid)		140	\$649.00
RH-324				
or RHF-324	36-Gallon Litter Receptacle, Recycled Plastic Slats, Black Plastic Liner (No Lid)		175	698.00
RTH-24	24-Gallon Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner			
	Recycled Plastic Slats		160	698.00
RTH-36	36-Gallon Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner			
	Recycled Plastic Slats		200	798.00
LITTER RECEPTACLE OPTIONS (UPCHARGE)				
	Convex Lid	with or without Self-Close Door (All GreenSites Receptacles)	15	\$120.00
	Tapered Formed Lid	(RH-24, RHF-24, RH-324, RHF-324)	6	80.00
	Dome or Rain Bonnet Lid	(RTH-24, RTH-36)	15	124.00
	Galvanized Liner	w/Arbitrary (RTH-24, RTH-36)	21	224.00
		<i>if ordered in place of standard plastic liner</i>		
	20-Gallon (RH-24, RHF-24, RTH-24)		4	24.00
	30-Gallon (RH-324, RHF-324, RTH-36)		5	28.00
	20-Gallon Powder Coated (RH-24, RHF-24, RTH-24)		4	84.00
	30-Gallon Powder Coated (RH-324, RHF-324, RTH-36)		5	96.00

TABLES Specify Surface or In-Ground Mount.

CM-56	Table with Two Benches	6-Ft Recycled Plastic Slats	248	\$1,198
		8-Ft Recycled Plastic Slats	296	1,448
		8-Ft Extended Table, 6-Ft Benches, Recycled Plastic Slats	272	1,298

Model # Weight (lbs) Price (USD) Model # Weight (lbs) Price (USD)

H Series

LITTER RECEPTACLES H-Models: In-Ground Mount, HF- and HPF-Models: Surface Mount or Freestanding

Model #	Description	Weight (lbs)	Price (USD)
HF-24	24-Gallon Litter Receptacle, Mahogany Slats, Black Plastic Liner (No Lid)	100	\$564.00
	1pc Slats, Black Plastic Liner (No Lid)		Call for price
	Recycled Plastic Slats, ... See Models RH-24 and RHP-24 on page 8		
HF-324	36-Gallon Litter Receptacle, Mahogany Slats, Black Plastic Liner (No Lid)	110	664.00
	1pc Slats, Black Plastic Liner (No Lid)		Call for price
	Recycled Plastic Slats, ... See Models RH-324 and RHP-324 on page 8		
HPF-24	24-Gallon Litter Receptacle, Mahogany Slats, Round Lid, Black Plastic Liner	124	764.00
	1pc Slats, Round Lid, Black Plastic Liner		Call for price
	Recycled Plastic Slats, Round Lid, Black Plastic Liner	175	896.00

Homestead Series

BENCHES Specify mounting.

Model 2	Bench	85	\$498.00
	4-Ft w/6 each 2 x 4 Mahogany Slats		Call for price
	4-Ft w/6 each 2 x 4 1pc Slats		Call for price
	4-Ft w/6 each 2 x 4 2nd Site Systems [®] Slats	110	698.00
	6-Ft w/6 each 2 x 4 Mahogany Slats	110	598.00
	6-Ft w/6 each 2 x 4 1pc Slats		Call for price
	6-Ft w/6 each 2 x 4 2nd Site Systems [®] Slats	174	798.00
	8-Ft w/6 each 2 x 4 Mahogany Slats	135	764.00
	8-Ft w/6 each 2 x 4 1pc Slats		Call for price
	8-Ft w/6 each 2 x 4 2nd Site Systems [®] Slats w/Center Leg	248	1,098.00
Model 4	Backless Bench	60	448.00
	4-Ft w/4 each 2 x 4 Mahogany Slats		Call for price
	4-Ft w/4 each 2 x 4 1pc Slats		Call for price
	4-Ft w/4 each 2 x 4 2nd Site Systems [®] Slats	85	536.00
	6-Ft w/4 each 2 x 4 Mahogany Slats	75	488.00
	6-Ft w/4 each 2 x 4 1pc Slats		Call for price
	6-Ft w/4 each 2 x 4 2nd Site Systems [®] Slats	100	572.00
	8-Ft w/4 each 2 x 4 Mahogany Slats	95	598.00
	8-Ft w/4 each 2 x 4 1pc Slats		Call for price
Model 8	Contoured Bench	100	598.00
	4-Ft w/8 each 2 x 4 Mahogany Slats		Call for price
	4-Ft w/8 each 2 x 4 1pc Slats		Call for price
	4-Ft w/8 each 2 x 4 2nd Site Systems [®] Slats	140	736.00
	6-Ft w/8 each 2 x 4 Mahogany Slats	136	724.00
	6-Ft w/8 each 2 x 4 1pc Slats		Call for price
	6-Ft w/8 each 2 x 4 2nd Site Systems [®] Slats	170	898.00
	8-Ft w/8 each 2 x 4 Mahogany Slats	164	872.00
	8-Ft w/8 each 2 x 4 1pc Slats		Call for price
	8-Ft w/8 each 2 x 4 2nd Site Systems [®] Slats w/Center Leg	212	1,296.00

LITTER RECEPTACLE OPTIONS (UPCHARGE)

Model #	Description	Weight (lbs)	Price (USD)
HPF-324	36-Gallon Litter Receptacle, Mahogany Slats, Large Round Lid, Black Plastic Liner	145	\$896.00
	1pc Slats, Large Round Lid, Black Plastic Liner		Call for price
	Recycled Plastic Slats, Large Round Lid, Black Plastic Liner	200	996.00

LITTER RECEPTACLE OPTIONS (UPCHARGE)

Model #	Description	Weight (lbs)	Price (USD)
	Convex Lid		
	Tapered Formed Lid		
	Ashtay		
	Galvanized Liner		
	with or without Self-Close Door (H and HF Models)	15	\$120.00
	(H and HF Models)	6	80.00
	for Round or Large Round Lid (HPF-24, HPF-324)	6	124.00
	if ordered in piece of standard plastic liner		
	20-Gallon (H-24, HF-24)	4	24.00
	30-Gallon (H-324, HF-324)	5	28.00
	20-Gallon Powder Coated (H-24, HF-24)	4	84.00
	30-Gallon Powder Coated (H-324, HF-324)	5	96.00

BENCH OPTIONS (UPCHARGE)

Model #	Description	Weight (lbs)	Price (USD)
Model 28	Contoured Bench	120	\$748.00
	4-Ft w/8 each 3 x 4 Mahogany Slats		Call for price
	4-Ft w/8 each 3 x 4 1pc Slats		Call for price
	6-Ft w/8 each 3 x 4 Mahogany Slats	148	\$72.00
	6-Ft w/8 each 3 x 4 1pc Slats		Call for price
	8-Ft w/8 each 3 x 4 Mahogany Slats	180	906.00
	8-Ft w/8 each 3 x 4 1pc Slats		Call for price
Model 32	Contoured Bench	120	772.00
	4-Ft w/13 each 2 x 3 Mahogany Slats		Call for price
	4-Ft w/13 each 2 x 3 1pc Slats		Call for price
	4-Ft w/13 each 2 x 3 2nd Site Systems [®] Slats	158	896.00
	6-Ft w/13 each 2 x 3 Mahogany Slats	132	808.00
	6-Ft w/13 each 2 x 3 1pc Slats		Call for price
	6-Ft w/13 each 2 x 3 2nd Site Systems [®] Slats	188	1,048.00
	8-Ft w/13 each 2 x 3 Mahogany Slats	176	1,096.00
	8-Ft w/13 each 2 x 3 1pc Slats		Call for price
	In-Ground or Surface Mount (All Homestead Benches)		500.00
	Gull-Wing Mount		112.00
	Wall-Mount Benches	20	198.00
	Pair (All 6-Ft Homestead Benches)	64	298.00
	Back-To-Back Mounting Post Set (Homestead Benches with Backs)	120	
	Back-to-Back Mount requires one mounting post set and two Wall-Mount Bracket Set.		
	Steel Armrest w/Wood Trim, Pair (Homestead Benches with Backs)	36	148.00
	Single (Homestead Benches with Backs)	18	88.00

TABLES Specify mounting.

CP-2	Center-Post Table		
IP-2	Independent-Post Table		
	2-Seal, 3-Ft Square w/2 x 4 Mahogany Slats	218	\$1,298.00
	2-Seal, 3-Ft Square w/2 x 4 1pc Slats		Call for price
	3-Seal, 3-Ft Square w/2 x 4 2nd Site Systems [®] Slats	298	1,398.00

Homestead Series - continued

TABLES - continued Specify mounting.

CP-2 or IP-2	Center-Post Table Independent-Post Table	2-Seal, 4-Ft Square w/2 x 4 Mahogany Slats 274	\$1,498.00
		2-Seal, 4-Ft Square w/2 x 4 Ipe Slats 274	Call for price
		2-Seal, 4-Ft Square w/2 x 4 2nd Site Systems [®] Slats 372	1,624.00
CP-3 or IP-3	Center-Post Table Independent-Post Table	3-Seal, 3-Ft Square w/2 x 4 Mahogany Slats 240	1,488.00
		3-Seal, 3-Ft Square w/2 x 4 Ipe Slats 240	Call for price
		3-Seal, 3-Ft Square w/2 x 4 2nd Site Systems [®] Slats 340	1,598.00
CP-3 or IP-3	Center-Post Table Independent-Post Table	3-Seal, 4-Ft Square w/2 x 4 Mahogany Slats 328	1,548.00
		3-Seal, 4-Ft Square w/2 x 4 Ipe Slats 328	Call for price
		3-Seal, 4-Ft Square w/2 x 4 2nd Site Systems [®] Slats 416	1,874.00
CP-4 or IP-4	Center-Post Table Independent-Post Table	4-Seal, 3-Ft Square w/2 x 4 Mahogany Slats 250	1,548.00
		4-Seal, 3-Ft Square w/2 x 4 Ipe Slats 250	Call for price
		4-Seal, 3-Ft Square w/2 x 4 2nd Site Systems [®] Slats 360	1,898.00
CP-4 or IP-4	Center-Post Table Independent-Post Table	4-Seal, 4-Ft Square w/2 x 4 Mahogany Slats 328	1,748.00

Ironsites[®] Series

ASH URN

S-20	Stainless-Steel Ashtray, Black Plastic Liner	90	\$498.00
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BENCHES

S-7	Backless Bench	150	\$898.00
	6-Ft Ipe Slats	150	Call for price
	6-Ft 2nd Site Systems [®] Slats	234	1,098.00
S-13	Contoured Bench	172	1,198.00
	6-Ft Mahogany Slats	172	Call for price
	6-Ft Ipe Slats	272	1,364.00
	6-Ft 2nd Site Systems [®] Slats	272	1,364.00
SR-7	All-Steel Backless Bench	208	\$72.00
	6-Ft	230	948.00
	8-Ft w/Center Leg	296	1,198.00
SR-13	All-Steel Contoured Bench	260	1,198.00
	6-Ft	295	1,248.00
	8-Ft	330	1,398.00

LITTER RECEPTACLES

S-535	34-Gallon Center-Post Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner	224	\$798.00
	Specify In-Ground or Surface Mount		
S-35	24-Gallon Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner	188	698.00

TABLE OPTIONS (UPCHARGE)

In-Ground Mount	(GP- and IP- Tables, ST-6)		\$300.00
Surface Mount	3-Ft Square (CP- and IP- Tables)	36	288.00
	4-Ft Square (CP- and IP- Tables)	64	336.00
	(ST-6)		60.00
	(ST-5)		36.00
Umbrella Mount	Off-Center (CP- and IP- Tables)	10	124.00
Chequerboard	(All Homestead Tables)	3	196.00
Special 3 x 4 Ipe	(CP- and IP- Tables)		Call for current pricing

SD-35	24-Gallon Side-Door Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner, Latch	212	\$928.00
S-42	36-Gallon Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner	250	798.00
SD-42	36-Gallon Side-Door Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner, Latch	280	938.00
S-424	36-Gallon Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner	242	798.00
S-45	45-Gallon Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner	264	948.00

LITTER RECEPTACLE OPTIONS (UPCHARGE)

Dome or Rain Bonnet Lid	(All Ironsites [®] Receptacles)	15	\$124.00
w/Ashtray (All Ironsites [®] Receptacles)		21	234.00
with or without Self-Close Door (All Ironsites [®] Receptacles)		15	120.00
Galvanized Liner	<i>if ordered in place of standard plastic liner</i>		
20-Gallon (S-35, SD-35)		4	24.00
30-Gallon (S-42, SD-42, S-424)		5	28.00
20-Gallon Powder Coated (S-35, SD-35)		4	84.00
30-Gallon Powder Coated (S-42, SD-42, S-424)		5	96.00
Mount w/3 In-Line Anchor Holes (S-35, SD-35, S-42, SD-42, S-424, S-45)		4	64.00
Bottom Plate Cover	(S-35, SD-35, S-42, SD-42, S-424)	12	104.00
Keyed Lock Box for Door	(SD-35, SD-42)		64.00

ASH URN

S-20	Stainless-Steel Ashtray, Black Plastic Liner	90	\$498.00
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BENCHES

S-7	Backless Bench	150	\$898.00
	6-Ft Ipe Slats	150	Call for price
	6-Ft 2nd Site Systems [®] Slats	234	1,098.00
S-13	Contoured Bench	172	1,198.00
	6-Ft Mahogany Slats	172	Call for price
	6-Ft Ipe Slats	272	1,364.00
	6-Ft 2nd Site Systems [®] Slats	272	1,364.00
SR-7	All-Steel Backless Bench	208	\$72.00
	6-Ft	230	948.00
	8-Ft w/Center Leg	296	1,198.00
SR-13	All-Steel Contoured Bench	260	1,198.00
	6-Ft	295	1,248.00
	8-Ft	330	1,398.00

LITTER RECEPTACLES

S-535	34-Gallon Center-Post Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner	224	\$798.00
	Specify In-Ground or Surface Mount		
S-35	24-Gallon Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner	188	698.00



PLANTER		Weight (lbs)	Price (USD)
S-24	18-Gallon Planter Black Plastic Liner (No Lid)	180	\$798.00
PLANTER OPTIONS (UPCHARGE)			
	Tapered Formed Lid (S-24)	6	\$32.00

Parsons Series		Weight (lbs)	Price (USD)
BENCHES Specify mounting.			
P-4	Backless Bench	132	\$596.00
	4-PI 3x4 Mahogany Slats		Call for price
	4-PI 3x4 Ipe Slats		Call for price
	6-PI 3x4 Mahogany Slats	144	998.00
	6-PI 3x4 Ipe Slats		Call for price
P-8	Contoured Bench	184	1,196.00
	4-PI 3x4 Mahogany Slats		Call for price
	4-PI 3x4 Ipe Slats		Call for price
	6-PI 3x4 Mahogany Slats	216	1,396.00
	6-PI 3x4 Ipe Slats		Call for price
PR-4	Backless All-Steel Bench	216	1,148.00
	6-PI Scrolled Steel Slats		Call for price
PR-8	Contoured All-Steel Bench	238	1,298.00
	4-PI Scrolled Vertical Steel Slats	260	1,398.00
	6-PI Scrolled Vertical Steel Slats	295	1,498.00
	8-PI Scrolled Vertical Steel Slats	330	1,648.00
SP-8	Cantilever Bench	180	1,198.00
	4-PI 3x4 Mahogany Slats, In-Ground Mount		Call for price
	4-PI 3x4 Ipe Slats, In-Ground Mount		Call for price
	6-PI 3x4 Mahogany Slats, In-Ground Mount	192	1,396.00
	6-PI 3x4 Ipe Slats, In-Ground Mount		Call for price

Prairie Sites Series™		Weight (lbs)	Price (USD)
BENCHES Standard In-Ground Mount. Wood and 2nd Site Systems® slats available, call for pricing.			
CBNA-R-103 Bench	4-PI Scrolled Vertical Steel Slats	224	\$1,348.00
	6-PI Scrolled Vertical Steel Slats	264	1,398.00
CBNA-R-104 Backless Bench	4-PI Scrolled Vertical Steel Slats	148	1,148.00
	6-PI Scrolled Vertical Steel Slats	184	1,198.00

TREE GUARD		Weight (lbs)	Price (USD)
S-6	Tree Guard		
Pricing based on diameter and height Call for price			

BENCH OPTIONS (UPCHARGE)		Weight (lbs)	Price (USD)
BENCH OPTIONS (UPCHARGE)			
In-Ground or Surface Mount (P-4, P-8, PR-4, PR-8)			
Intermediate Armrest	(P-8, PR-8)	19	\$00.00
			\$24.00
TABLE			
PT-2	Portable Table with Benches 6-PI w/3 x 4 Mahogany Slats	288	\$1,496.00
	6-PI w/3x4 Ipe Slats		Call for price
TABLE OPTIONS (UPCHARGE)			
Surface Mount Table (PT-2)			
1-PI Extension on Each End of Table (PT-2, Mahogany)		136	\$48.00
1-PI Extension on Each End of Table (PT-2, Ipe)			488.00
Umbrella Mount	(PT-2)	10	Call for price
Checkerboard	(PT-2)	3	148.00
			396.00

ASH URN

PRS-12	Stand-Alone Ash Urn	Stainless-Steel Ashtray, Black Plastic Liner	90	\$472.00
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BENCHES

PRS-10	Contoured Bench	4-Ft Ipe Slats	Call for price	
		4-Ft Recycled Plastic Slats	210	\$1,096.00
		6-Ft Ipe Slats	Call for price	
		6-Ft Recycled Plastic Slats	248	1,196.00
		8-Ft Ipe Slats	Call for price	
PRS-112	Backless All-Steel Bench	4-Ft Scrolled Steel Slats	166	724.00
		6-Ft Scrolled Steel Slats	224	798.00
PRS-127	Contoured All-Steel Bench	8-Ft Scrolled Steel Slats w/Center Leg	276	1,048.00
or PRSNA-127	Contoured All-Steel Bench	4-Ft Scrolled Steel Slats	210	948.00
		6-Ft Scrolled Steel Slats	248	996.00
		8-Ft Scrolled Steel Slats	288	1,096.00

PRS1 & PRS2 Curved Bench: Additional continuous sections include seat area and adjacent leg. Continuous sections must be ordered when original bench is ordered because internal attachments must be factory welded.

PRS1-227	Curved Contoured All-Steel Bench, Inside-Facing, 6-Ft	248	1,448.00	
PRS0-327	Curved Contoured All-Steel Bench, Outside-Facing, 6-Ft	248	1,448.00	
Special Order	Additional Sections w/Adjoining Center Leg	212	1,248.00	
PRSNA-10	Armless Bench	4-Ft Ipe Slats	Call for price	
		4-Ft Recycled Plastic Slats	196	1,064.00
		6-Ft Ipe Slats	Call for price	
		6-Ft Recycled Plastic Slats	232	1,198.00
		8-Ft Ipe Slats	Call for price	

PRS-120	Backless All-Steel Bench	4-Ft Horizontal Steel Rods	124	1,196.00
		6-Ft Horizontal Steel Rods	145	1,298.00
PRS-124	All-Steel Bench	4-Ft Horizontal Steel Rods	224	1,296.00
		6-Ft Horizontal Steel Rods	264	1,398.00

BENCH OPTIONS (UPCHARGE)

Intermediate Armrest	PRS-10, PRS-112, PRS-127, PRS-227, PRS0-327, PRS-324	10	\$124.00
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CHAIRS or SEATS Standard mounting includes factory attached glides.

PRSCA-8	All-Steel Calf Chair	23-In Armless	68	\$434.00
PRSCC-8	All-Steel Calf Chair	23-In w/Arms	72	448.00

LITTER RECEPTACLES

PRS-24	24-Gallon Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner	164	\$624.00
PRS-36	36-Gallon Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner	200	698.00
PRS-45	45-Gallon Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner	224	798.00
RTC-40	36-Gallon Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner	200	1,398.00

LITTER RECEPTACLE OPTIONS (UPCHARGE)

Dome or Rain Bonnet Lid	(All Production Receptacles)	15	\$124.00
w/Ashtray (All Production Receptacles)		21	224.00
with or without Self-Close Door (All Production Receptacles)		15	120.00
Galvanized Liner	<i>if ordered in place of standard plastic liner</i>		
20-Gallon (PRS-24)		4	24.00
30-Gallon (PRS-36)		5	38.00
20-Gallon Powder Coated (PRS-24)		4	84.00
30-Gallon Powder Coated (PRS-36)		5	96.00

TABLES Standard mounting includes surface mount tubs with removable adjustable glides.

PRST-36R	Round Calf Table	36-In	156	\$764.00
		36-In w/ Umbrella Hole	156	764.00
PRST-42R	Round Calf Table	42-In	156	898.00
		42-In w/ Umbrella Hole	156	898.00

TABLE OPTIONS (UPCHARGE)

Checkertoward	(PT-2)	3	\$196.00
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Model #

Weight (lbs) Price (USD)

Model #

Weight (lbs) Price (USD)

ProTone™ Series

ASH URNS

PSA-6 Stand-Alone Ash Urn Stainless-Steel Ashtray, Black Plastic Liner 88 \$498.00

LITTER RECEPTACLES Specify color for lid, frame and sleeve.

PSA-24 24-Gallon Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner Interior Sleeve 123 \$836.00

PSA-32 36-Gallon Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner Interior Sleeve 180 936.00

PSO-24 24-Gallon Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner Interior Sleeve 123 898.00

PSO-32 36-Gallon Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner Interior Sleeve 180 998.00

Site Cube™

LITTER RECEPTACLE

RST-32 36-Gallon Litter Receptacle, Rectangular Formed Lid, Black 32-Gallon Square Liner... 200 \$998.00

LITTER RECEPTACLE OPTIONS (UPCHARGE)

Dome or Rain Bonnet Lid..... (All ProTone® Receptacles) 15 \$124.00

Washtray (All ProTone® Receptacles) 21 234.00

Convex Lid with or without Self-Close Door (ProTone® Receptacles) 15 120.00

Galvanized Liner..... if ordered in place of standard plastic liner

20-Gallon (PSA-24, PSO-24) 4 24.00

30-Gallon (PSA-32, PSO-32) 5 28.00

20-Gallon Powder Coated (PSA-24, PSO-24) 4 84.00

30-Gallon Powder Coated (PSA-32, PSO-32) 5 96.00

For 2-color (interior sleeve a different color) in standard colors add \$64.00.

ASH URN

NSDC-20	Stand-Alone Ash Urn	Stainless-Steel Ashtray, Black Plastic Liner	70	\$488.00
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BENCHES

FRB-3	Curved Backless Bench	6-Ft w/approximate 160-In Inside Radius (22.5 Deg) 172	348	\$896.00
FRB-6	All-Steel Backless Bench	12-Ft w/approximate 160-In Inside Radius in 6-Ft (22.5 Deg) Sections	348	1,792.00
FRBC1-90	Curved Backless Bench	4-Ft	140	632.00
NRB-4	All-Steel Circular Bench	6-Ft	164	688.00
NRB-6	All-Steel Contoured Bench	8-Ft w/Center leg	188	796.00
NRB-90	Curved Contoured Bench	90-Degree Section w/approximate 16-In Inside Radius	140	896.00
NRB-90	Curved Contoured Bench	w/Standard Radius	960	3,872.00
NRB-90	Curved Contoured Bench	4-Ft	195	688.00
NRB-90	Curved Contoured Bench	6-Ft	220	748.00
NRB-90	Curved Contoured Bench	8-Ft	250	896.00
NRB-90	Curved Contoured Bench	Outside-Facing 90-Degree Section w/approximate 40-1/2-In Outside Radius	240	996.00
NRB-225	Curved Contoured Bench	Inside-Facing 90-Degree Section w/approximate 13-1/8-In Inside Radius	240	996.00
NRB-225	Curved Contoured Bench	Inside-Facing Standard Radius Bench	220	1,096.00
NRB-225	Curved Contoured Bench	Outside-Facing Standard Radius Bench	220	1,096.00

BENCH OPTIONS (UPCHARGE)

In-Ground or Surface Mount	(All NRB- and FRB- Benches)	\$80.00
Chill-Wing Mount	(All NRB- and FRB- Benches)	124.00
Wall-Mount Brackets	Pair (FRB-6 6-Ft and NRB-6)	198.00
Back-to-Back Mounting Post Set (NRB-6)		298.00
Back-to-Back Mounting Post Set and Two Wall-Mount Brackets		124.00
Individual Armrest	Pair (All NRB- and FRB- Benches)	96.00
Single (All NRB- and FRB- Benches)		5

LITTER RECEPTACLES

A-24	24-Gallon Side-Door Litter Receptacle, Welded Canopy Dome Lid, Black Plastic Liner, Latch	188	\$896.00
A-36	36-Gallon Side-Door Litter Receptacle, Welded Canopy Dome Lid, Black Plastic Liner, Latch	212	1,096.00
A-45	45-Gallon Side-Door Litter Receptacle, Welded Canopy Dome Lid, Black Plastic Liner, Latch	248	1,488.00

LITTER RECEPTACLE OPTIONS (UPCHARGE)

Welded Canopy Dome Lid	w/Ashtray (A-24, A-36, A-45)	6	\$116.00
Keyed Lock Box for Door	(All Steelsites™ Litter Receptacles)		64.00
Dome or Rain Bonnet Lid	(NSDC-24, NSDC-36, NSDC-45)	15	124.00
Galvanized Liner	Washers (NSDC-24, NSDC-36, NSDC-45)	21	224.00
	<i>if ordered in place of standard plastic liner</i>		
20-Gallon (A-24, NSDC-24)		4	24.00
30-Gallon (A-36, NSDC-36)		5	28.00
20-Gallon Powder-Coated (A-24, NSDC-24)		4	84.00
30-Gallon Powder-Coated (A-36, NSDC-36)		5	96.00
Mount	w/3 In-Line Anchor Holes (All Litter Receptacles)	14	64.00
Bottom Plate Cover	(All Steelsites™ Litter Receptacles)	12	104.00

RAIL-MOUNT SYSTEM

Specify number and size of seats on correct Rail-Mount is provided. Specify mounting.

NRMT-2	2-Seat Rail-Mount	48	\$988.00
NRMT-3	3-Seat Rail-Mount	72	1488.00
NRMT-4	4-Seat Rail-Mount	108	1988.00
FRMS-19	FRS 19" Backless All-Steel Rail-Mount Seat	64	318.00
FRMS-24	FRS 24" Backless All-Steel Rail-Mount Seat	72	424.00
NRMS-19	NRS 19" All-Steel Rail-Mount Seat	90	424.00
NRMS-24	NRS 24" All-Steel Rail-Mount Seat	100	464.00

RAIL-MOUNT SYSTEM OPTIONS (UPCHARGE)

In-Ground or Surface Mount	(All Rail-Mounts)	\$80.00
Individual Armrest	Pair (All Rail-Mount Seats)	124.00
Single (All Rail-Mount Seats)		96.00

SEATS

Individual seats are not for use with tables. Specify In-Ground or Surface Mount.

FRS-19	All-Steel Backless Individual Seat, 19-In	64	\$396.00
FRS-24	All-Steel Backless Individual Seat, 24-In	72	424.00
FRS-36	All-Steel Backless Individual Seat, 36-In	108	524.00
FRS-42	All-Steel Backless Individual Seat, 42-In	132	596.00
NRS-19	All-Steel Contoured Individual Seat, 19-In	90	464.00
NRS-24	All-Steel Contoured Individual Seat, 24-In	100	524.00
NRS-36	All-Steel Contoured Individual Seat, 36-In	150	596.00
NRS-42	All-Steel Contoured Individual Seat, 42-In	175	648.00

SEAT OPTIONS (UPCHARGE)

Individual Armrest	Pair (All Steelsites™ Seats)	10	\$124.00
Single (All Steelsites™ Seats)		5	96.00

Model #

Weight (lbs) Price (USD)

Steelsites™ Series - continued**TABLES** with seating options. Specify mounting.

CRPR-2	Center-Post Table, Two Backless Seats, Scrolled Steel Slats, In-Ground Mount		
	3-Ft Square	300	\$1,696.00
	4-Ft Square	400	1,996.00
CRPR-3	Center-Post Table, Three Backless Seats, Scrolled Steel Slats, In-Ground Mount		
	3-Ft Square	388	2,098.00
	4-Ft Square	500	2,472.00
CRPR-4	Center-Post Table, Four Backless Seats, Scrolled Steel Slats, In-Ground Mount		
	3-Ft Square	476	2,448.00
	4-Ft Square	600	2,948.00
FRST-6	All-Steel Table		
	6-Ft Scrolled Steel Slats	220	1,148.00
	8-Ft Scrolled Steel Slats	272	1,296.00
Seating Options (FRST-6 Tables)			
	4-Ft FRB-6 All-Steel Backless Bench	140	632.00
	6-Ft FRB-6 All-Steel Backless Bench	164	688.00
	8-Ft FRB-6 All-Steel Backless Bench w/Center Leg	188	796.00
RND-363	Freestanding Table with Three Seats, 36-In Round, Surface mount tabs w/removable adjustable glides	375	1,996.00
	36-In Round w/Hole and Guide for Umbrella Pole, Surface mount tabs w/removable adjustable glides	375	1,996.00
RND-333	Independent-Post Table with Three Seats, 36-In Round	375	1,996.00
RND-ACS-2	Independent-Post Table with Two Seats, 36-In Round, ADA Compliant	312	1,698.00
IPR-36	Independent-Post Table	264	1,096.00
IPR-48	Independent-Post Table	300	1,348.00

Steelsites™ RB Series**BENCHES**

RB-12	All-Steel Backless Bench	4-Ft	166	\$748.00
or RBF-12		6-Ft	224	796.00
		8-Ft w/Center Leg	276	896.00
RB-28	All-Steel Bench	4-Ft	235	948.00
or RBF-28		6-Ft	280	996.00
		8-Ft	315	1,096.00
RNFCT-24	All-Steel Bench	6-Ft w/Flat Arms	225	1,296.00
BENCH OPTIONS (UPCHARGE)				
	Center Armrest	(RB-12, RB-28, RBF-28)	10	\$96.00
	Center Leg w/Armrest	(8-Ft RB-12)	48	284.00

Weight (lbs) Price (USD)

RPCT-24	All-Steel Café Table	24-In Round	88	\$676.00
RPCT-30	All-Steel Café Table	30-In Round	104	764.00
RPCT-36	All-Steel Café Table	36-In Round	132	872.00
RPCT-42	All-Steel Café Table	42-In Round	172	996.00
SPCT-24	All-Steel Café Table	24-In Square	88	676.00
SPCT-30	All-Steel Café Table	30-In Square	104	764.00
SPCT-36	All-Steel Café Table	36-In Square	132	872.00
SPCT-42	All-Steel Café Table	42-In Square	172	996.00
Sealing Options (IPR, RPCT, SPCT Tables)				
	FTRS-19 All-Steel Scrolled Backless Seat, 19-In	76	396.00	
	VTRS-19 All-Steel Scrolled Seal, 19-In	100	464.00	
	FTRS-24 All-Steel Scrolled Backless Seat, 24-In	84	424.00	
	VTRS-24 All-Steel Scrolled Seal, 24-In	112	524.00	
	FTRS-30 All-Steel Scrolled Backless Seat, 30-In	98	496.00	
	VTRS-30 All-Steel Scrolled Seal, 30-In	128	572.00	
	FTRS-36 All-Steel Scrolled Backless Seat, 36-In	108	534.00	
	VTRS-36 All-Steel Scrolled Seal, 36-In	150	596.00	
	FTRS-42 All-Steel Scrolled Backless Seat, 42-In	132	596.00	
	VTRS-42 All-Steel Scrolled Seal, 42-In	175	648.00	

TABLE OPTIONS (UPCHARGE)

In-Ground or Surface Mount (FRB-6, FTRS, VTRS- Seats) (FRST-6, RPCT, SPCT Tables)			
(RND-333, RND-ACS-2)			\$601.00
(3-Ft CRPR- Tables, IPR-36)		36	248.00
(4-Ft CRPR- Tables, IPR-48)		64	296.00
Umbrella Mount	Off-Center (RND-333, RND-ACS-2, SPCT, RPCT- Tables), 10		124.00

LITTER RECEPTACLES

RB-24	24-Gallon Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner	188	\$688.00
RB-36	36-Gallon Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner	228	748.00
RB-45	45-Gallon Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner	248	836.00

LITTER RECEPTACLE OPTIONS (UPCHARGE)

Dome or Rain Roamer Lid	(All Steelsites™ RB Receptacles)	15	\$124.00
Convex Lid	w/stray (All Steelsites™ RB Receptacles)	21	224.00
Galvanized Liner	with or without Self-Close Door (RB-24, RB-36, RB-45)	15	120.00
	<i>if ordered in place of standard plastic liner</i>		
	20-Gallon (RB-24)	4	24.00
	30-Gallon (RB-36)	5	28.00
	20-Gallon Powder Coated (RB-24)	4	84.00
	30-Gallon Powder Coated (RB-36)	5	96.00

Streetsites Series™

BENCHES Specify Surface or In-Ground Mount.

F-50	Contoured Bench	4-Ft Mahogany Slats	136	\$1,098.00
		4-Ft Ipe Slats	156	Call for price
		6-Ft Mahogany Slats	156	1,498.00
		6-Ft Ipe Slats	184	Call for price
		8-Ft Mahogany Slats	172	1,398.00
		8-Ft Ipe Slats	210	Call for price
		Recycled Plastic Slats		See Model CM-50 on page 8
F-53	Backless Bench	4-Ft Mahogany Slats	96	748.00
		4-Ft Ipe Slats	110	Call for price
		6-Ft Mahogany Slats	116	798.00
		6-Ft Ipe Slats	132	Call for price
		8-Ft Mahogany Slats	132	948.00
		8-Ft Ipe Slats	160	Call for price
		Recycled Plastic Slats		See Model CM-53 on page 8
FBF-50	Contoured Bench	4-Ft Horizontal Steel Slats	150	1,098.00
		6-Ft Horizontal Steel Slats	172	1,498.00
		8-Ft Horizontal Steel Slats	200	1,398.00
FBF-53	Backless Bench	4-Ft Horizontal Steel Slats	116	748.00
		6-Ft Horizontal Steel Slats	132	798.00
		8-Ft Horizontal Steel Slats	148	948.00
FS-50	Contoured Bench	4-Ft Horizontal Steel Rods	150	1,098.00
		6-Ft Horizontal Steel Rods	172	1,496.00
		8-Ft Horizontal Steel Rods	200	1,396.00
FS-53	Backless Bench	4-Ft Horizontal Steel Rods	116	748.00
		6-Ft Horizontal Steel Rods	132	798.00
		8-Ft Horizontal Steel Rods	148	948.00

LITTER RECEPTACLES

TH-24	24-Gallon Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner		
	Mahogany Slats		160 \$748.00
	Ipe Slats		Call for price
	Recycled Plastic Slats		See Model RTH-24 on page 8
TH-36	36-Gallon Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner		
	Mahogany Slats		200 798.00
	Ipe Slats		Call for price
	Recycled Plastic Slats		See Model RTH-36 on page 8

LITTER RECEPTACLE OPTIONS (UPCHARGE)

Dome or Rain Bonnet Lid	(TH-24, TH-36)	15	\$124.00
Convex Lid	with or without Self-Close Door (TH-24, TH-36)	21	234.00
Galvanized Liner	if ordered in place of standard plastic liner	15	120.00
	20-Gallon (TH-24)	4	24.00
	30-Gallon (TH-36)	5	28.00
	20-Gallon Powder Coated (TH-24)	4	84.00
	30-Gallon Powder Coated (TH-36)	5	96.00

TABLES Specify Surface or In-Ground Mount.

F-56	Table with Two Benches	6-Ft Mahogany Slats	244	\$1,398
		6-Ft Ipe Slats	320	Call for price
		8-Ft Mahogany Slats	300	1,648
		8-Ft Ipe Slats	376	Call for price
		8-Ft Extended Table, 6-Ft Benches, Mahogany Slats	272	1,498
		8-Ft Extended Table, 6-Ft Benches, Ipe Slats	346	Call for price
		Recycled Plastic Slats		See Model CH-56 on page 7
FBF-56	Table with Two Benches	6-Ft Horizontal Steel Slats	400	1,398
		8-Ft Horizontal Steel Slats	564	1,698
		8-Ft Extended Table, 6-Ft Benches, Horizontal Steel Slats	560	1,948

Model #

Weight (lbs) Price (USD)

Model #

Weight (lbs) Price (USD)

T Series™

ASH URN

T-6 Stand-Alone Ash Urn..... Stainless-Steel Ashtray, Black Plastic Liner 70 \$464.00

LITTER RECEPTACLES

T-24 24-Gallon Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner..... 132 \$548.00
 T-32 36-Gallon Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner..... 154 648.00
 T-45 45-Gallon Litter Receptacle, Standard Tapered Formed Lid, Black Plastic Liner..... 154 698.00

LITTER RECEPTACLE OPTIONS (UPCHARGE)

Dome or Rain Bonnet Lid..... (All T Series™ Receptacles)..... 15 \$124.00
 Washtray (All T Series™ Receptacles)..... 21 224.00

Decal Options (UPCHARGE)

STANDARD RECYCLE

Recycle Lid with Decals..... (available for Concourse, Economy, Ironsites, Production, Steelsites RB, T-Series, NSDC-24, NSDC-36, Dynasty (excluding MegaGans)..... 0 \$96.00
 Recycle Top Band Decals..... (available for Receptacles from Ironsites, Dynasty, Steelsites RB)..... Call for price

Replacement Parts

LINERS

Black Plastic Liner..... (24-Gallon)..... 5 \$36.00
 (36-Gallon)..... 6 48.00
 (45-Gallon)..... 7 54.00
 Ash Urn..... (Planter)..... 5 40.00
 (Planter)..... 6 36.00
 Galvanized Liner - Not Powder Coated..... (20-Gallon)..... 11 54.00
 (30-Gallon)..... 13 60.00

Convex Lid..... with or without Self-Close Door (All T Series™ Receptacles) 15 \$120.00
 Galvanized Liner..... if ordered in place of standard plastic liner
 20-Gallon (T-24)..... 4 24.00
 30-Gallon (T-32)..... 5 28.00
 20-Gallon Powder Coated (T-24)..... 4 84.00
 30-Gallon Powder Coated (T-32)..... 5 96.00

PLANTER

TP-36 18-Gallon Planter..... Black Plastic Liner (No Lid)..... 126 \$188.00
PLANTER OPTIONS (UPCHARGE)
 Tapered Formed Lid..... (TP-36)..... 6 \$32.00

Recycle Plaque with Decals.....

(Available for Receptacles: Economy, Ironsites, Steelsites, EC-12, PRS-24, PRS-36, PRS-45, RS-12, RB-36, T-24, T-32)..... 5 \$100.00

CUSTOM DECALS

Call for price

LIDS Specify receptacle and liner when ordering lids.

Ashtray 16-Gauge Solid Stainless-Steel..... 2-In Depth, 10-In Diameter (for Lids or Ash Urns)..... 6 \$112.00
 Tapered Formed Lid..... (ProTone® Receptacles, RTH-24, RTH-36)..... 6 116.00
 Dome or Rain Bonnet Lid..... (All Other Receptacles)..... 6 80.00
 w/Ashtray..... 15 124.00
 Convex Lid with or without Self-Close Door..... 21 224.00
 15 130.00