



PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 26-0041-MR

THIS AGREEMENT is entered into by and between The School Board of Manatee County, Florida, hereinafter "District" and PLAYSPACE SERVICES INC (Contractor).

1. THE WORK

- 1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

BID TITLE, PARK AND PLAYGROUND EQUIPMENT

SDMC No. 26-0041-MR

2. TERM AND RENEWAL

- 2.1 **Term:** The term of this Agreement shall be from SEPTEMBER 1, 2025 through AUGUST 31, 2030. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with District policies and procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies Contractor of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.
- 2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two, one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. EXHIBITS INCORPORATED INTO THE AGREEMENT: The following exhibits are attached, incorporated, and made a part of this Agreement:

- 3.1 Exhibit A, Solicitation
3.2 Exhibit B, Bid Tabulation
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
3.4 Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
3.5 Exhibit E, Contractor Affidavit Regarding the Use of Coercion for Labor and Services

4. TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION

- 4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the

failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit <http://www.manateeschools.net/jessicalunsford>. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

- 4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.
- 4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.
- 4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.
- 4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.
- 4.6 **INVOICE REQUIREMENTS:** The invoice shall contain the following basic information: the awarded Contractor's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.
- 4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.
- 4.8 **INDEMNIFICATION:** Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members

may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes.

- 4.9 **SOVEREIGN IMMUNITY:** Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. all defenses relative to sovereign immunity are expressly reserved by the District.
- 4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.
- 4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.
- 4.12 **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.
- 4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.
- 4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the

Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

- a. Keep and maintain public records required by District to perform pursuant to the Agreement.
- b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
- d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

- 4.18 **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.
- 4.19 **COMPLIANCE WITH REGULATIONS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by Contractor will in no way be a cause for relief from responsibility. Contractor shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this Agreement. Contractor must not be in violation of any zoning or other ordinances in the performance of this Agreement.
- 4.20 **SAFETY STANDARDS:** All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.
- 4.21 **TAX EXEMPTIONS:** When purchasing directly from a supplier the District is exempt from Federal Excise, State Sales, and Use Taxes. Tax exemption certificates and numbers will be furnished on request.
- 4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:
- (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
 - (2) Comprehensive General Liability Insurance in an amount equal to or greater than \$1,000,000.00 per occurrence.
 - (3) a. Automobile Liability Insurance in an amount equal to or greater than \$1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than \$1,000,000.00 per occurrence for property damage or \$1,000,000.00 combined single limit.
 - (4) Contractual Liability Insurance in an amount equal to or greater than \$1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
 - (5) Completed Operations Endorsement equal to or greater than \$1,000,000.00 per occurrence.
 - (6) Independent Contractors Endorsement in an amount equal to or greater than \$1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this

Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy.” Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District’s Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

- 4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.
- 4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.
- 4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.
- 4.26 **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.
- 4.27 **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys’ fees and costs and paralegals’ fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.
- 4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the

relevant time. The term “day” as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION (“E-VERIFY”):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other remuneration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee’s employment eligibility, located at <https://e-verify.uscis.gov/emp>. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor’s compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor’s E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor’s affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor’s contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: 463685

4.31 **Certification Regarding Scrutinized Activities:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Contractor that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business

operations in Cuba or Syria. Contractor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

| | |
|---------------------------------------|---|
| If to Contractor: | 3127 SKYWAY CIR, UNIT 101, MELBOURNE, FL 32934 |
| If mailed to District: | The School District of Manatee County, Attn: Purchasing Department, PO BOX 9069, Bradenton, FL 34206 |
| If hand-delivered to District: | The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205 |

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS:** When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain

all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 POSSESSION OF FIREARMS: Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

4.37.2 CRIMINAL ACTS: Employment and performing work relative to the Agreement by the Contractor, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Contractor does not comply with this provision.

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| REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party. | |
| PLAYSPACE SERVICES INC CONTRACTOR/COMPANY NAME | 3127 SKYWAY CIR, UNIT 101, MELBOURNE, FL 32934 ADDRESS |
| PHONE 321-775-0600 | EMAIL INFO@PLAYSPACESERVICES.COM |
| TYPE OR PRINT NAME PAUL BICKHAM | TITLE OWNER |
| | |
| THE SCHOOL DISTRICT OF MANATEE COUNTY | 215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS |
| PHONE 941-708-8770 X41129 | EMAIL RYAN@MANATEESCHOOLS.NET |
| TYPE OR PRINT NAME MELODY RYAN | TITLE CAPITAL BUYER |

SIGNATURES:

| | | | | |
|--|--|---|--|--|
| 68358804-5f35-4fde-9240-84816d7396f8 | Digitally signed by 68358804-5f35-4fde-9240-84816d7396f8 Date: 2025.06.24 15:10:05 -04'00' | 06.24.2025 | <u>Joseph A. Ranaldi</u> Joseph A. Ranaldi (Jul 21, 2025 16:49 EDT) | |
| Contractor | Date | Deputy Superintendent (up to \$49,999.99) | Date | |
| | | <u>Kevin Chapman</u> Kevin Chapman (Jul 23, 2025 23:08:20 GMT+2) | | |
| School Principal | Date | Superintendent (no greater than \$99,999.99) | Date | |
| <u>Kevin Pendley</u> Kevin Pendley (Jul 17, 2025 14:13 EDT) | | <u>Chad Case</u> | | |
| General Counsel Approved as to Form and Legal Content | Date | Board Chair (over \$100,000.00) | Date | |

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 –Grants and Agreements

Subtitle A –Office of Management and Budget Guidance for Grants and Agreements

Chapter II –Office of Management and Budget Guidance

Part 200 –Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.

Authority: 31 U.S.C. 503

Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200–Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

- A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.
- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.
- E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the

basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
 - (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain.
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” 200.322 Domestic preferences for procurements.

EXHIBIT E

Contractor Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name: PLAYSPACE SERVICES INC

Address: 3127 SKYWAY CIR, UNIT 101, MELBOURNE, FL 32934

Phone Number: 321-775-0600

Authorized Representative's Name: PAUL BICKHAM

Authorized Representative's Title: OWNER

Email Address: INFO@PLAYSPACESERVICES.COM

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

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40-84816d7396f8

Digitally signed by
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Date: 2025.06.24 15:10:32 -04'00'

Signature of Authorized Representative

06.24.2025

Date