

RESOLUTION 287 – 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, APPROVING CONTRACT #BPR23130MR BETWEEN THE CITY OF CAPE CORAL AND GT GRANDSTANDS, INC. FOR THE REPLACEMENT OF BLEACHERS AT ATHLETIC PARKS, IN ACCORDANCE WITH CENTRAL SUSQUEHANNA INTERMEDIATE UNIT D/B/A KEYSTONE PURCHASING NETWORK CONTRACT #KPN-202001-01; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE CONTRACT, PURCHASE ORDERS, AND CHANGE ORDERS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 28, 2022, Hurricane Ian made landfall in Southwest Florida and caused catastrophic devastation to the area which included City infrastructure, including bleachers at Caloosa Football, Cape Coral Sports Complex, Koza-Saladino Baseball, Pelican Baseball, Storm Football and BMX Bike Tract; and

WHEREAS, upon inspection of the bleachers, it has been determined that the best course of action would be to replace the bleachers; and

WHEREAS, on December 9, 2019, Central Susquehanna Intermediate Unit d/b/a Keystone Purchasing Network issued a competitive solicitation Invitation for Bid Proposal Number #KPN 202001-01 for grandstand and stadium seating; and

WHEREAS, Agreement #KPN 202001-01 was awarded to GT Grandstands, Inc.; and

WHEREAS, Section 2-144(f) of the City of Cape Coral Code of Ordinances authorizes the City to purchase goods or services under a contract awarded by another governmental entity by competitive bid; and

WHEREAS, the Procurement Manager has made the determination required by Section 2-144(f) of the City of Cape Coral Code of Ordinances that time and expense factors make it financially advantageous for the City to purchase from a contract awarded by another governmental entity; and

WHEREAS, the Procurement Manager has considered the requirements stated in Section 2-144(f) of the Code of Ordinances in making her determination to use Central Susquehanna Intermediate Unit d/b/a Keystone Purchasing Network Contract #KPN 202001-01; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA:

Section 1. The City Council hereby approves Contract #BPR23130MR with GT Grandstands, Inc., in accordance with Central Susquehanna Intermediate Unit d/b/a Keystone Purchasing Network Contract #KPN 202001-01, for the replacement of bleachers at athletic parks in the amount of \$191,151. A copy of the Contract is attached hereto as Exhibit 1.

Section 2. The City Council hereby authorizes the City Manager or the City Manager's designee to execute the contract, purchase orders and renewals.

Section 3. Effective Date. This resolution shall take effect immediately upon its adoption by the Cape Coral City Council.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF CAPE CORAL AT ITS REGULAR SESSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

---

JOHN GUNTER, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

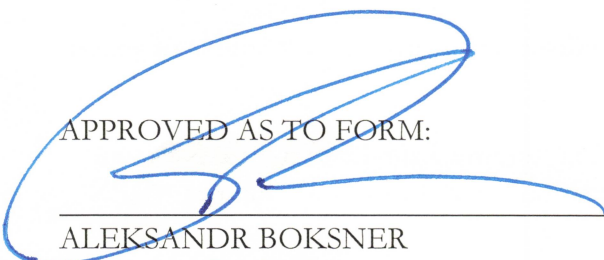
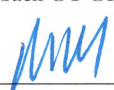
GUNTER \_\_\_\_\_  
STEINKE \_\_\_\_\_  
SHEPPARD \_\_\_\_\_  
HAYDEN \_\_\_\_\_

CUMMINGS \_\_\_\_\_  
WELSH \_\_\_\_\_  
LONG \_\_\_\_\_  
COSDEN \_\_\_\_\_

ATTESTED TO AND FILED IN MY OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
2023.

\_\_\_\_\_  
KIMBERLY BRUNS  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
ALEKSANDR BOKSNER  
CITY ATTORNEY  
res/Piggyback GT Grandstands, Inc.  
  
\_\_\_\_\_

**CITY OF CAPE CORAL**  
**Piggyback Central Susquehanna Intermediate Unit (CSIU) d/b/a Keystone Purchasing Network (KPN)**  
**Contract KPN-202001-01**  
**Replacement Bleachers**  
**CITY CONTRACT #BPR23130MR**

THIS CONTRACT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the **CITY OF CAPE CORAL FLORIDA**, hereinafter referred to as "City", and **GT Grandstands, Inc.**, a Florida Corporation, located at 2810 Sydney Road, Plant City, FL 33566, hereinafter referred to as "Contractor".

WITNESSETH: For and in consideration of the payments and agreements mentioned hereinafter:

1. The CONTRACTOR will provide the CITY with all of the material, supplies, tools, equipment, labor and other services necessary for the replacement of bleachers at Caloosa Football, Cape Coral Sports complex, Koza-Saladino, Pelican Baseball and BMX Bike Track as outlined as "Exhibit A". attached hereto and made a part hereof.
2. The CONTRACTOR will honor this piggyback agreement for Citywide use beginning upon final contract execution and continuing through Central Susquehanna Intermediate Unit (CSIU) d/b/a Keystone Purchasing Network (KPN) contract. Original contract date February 28, 2021, and offers five, twelve-month period renewals upon mutual agreement. Current expiration date February 28, 2024, with two additional, twelve-month extensions remaining.
3. The CITY will provide to the CONTRACTOR a Purchase Order for the purchase of all supplies and services on an as-needed basis.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS at the unit price as indicated in the bid documents, attached hereto and made part hereof.
5. The term of the contract to be awarded as a result of this piggyback shall be for ninety (90) calendar days for completion.
6. The CITY has the option to terminate the Contract for non-performance at any time. Upon termination, CONTRACTOR shall be paid in full for all outstanding monies due for goods and services procured pursuant to this Contract.
7. Contract Documents shall include:
  - A. Central Susquehanna Intermediate Unit (CSIU) d/b/a Keystone Purchasing Network (KPN), Contract #KPN-202001-01
  - B. This Contract as well as other documents attached hereto and/or referenced herein,
8. Delivery: All orders placed to be delivered within the City of Cape Coral as per location on purchase order issued.
9. Invoices: Contractor is to indicate purchase order number on all invoices. Any portion of this order, which cannot be filled as specified, will not be substituted until the City has been notified, and approval in writing has been initiated.
10. Assignment: This Contract may not be assigned except with the written consent of the City, and if so assigned, shall extend and be binding upon the successors and assigns of the Contractor.

CITY OF CAPE CORAL  
Piggyback Central Susquehanna Intermediate Unit (CSIU) d/b/a Keystone Purchasing Network (KPN)  
Contract KPN-202001-01  
Replacement Bleachers  
CITY CONTRACT #BPR23130MR

11. Disclosure: The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of the Contract.
12. Administration of Contract: The Public Works Director, or their representative, shall administer this Contract for the City.
13. Other Contracts: The City of Cape Coral reserves the right to purchase off State Contracts or any other available contracts or providers if deemed to be in the best interest of the City.
14. Governing Law: The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. All claim and/or dispute resolution under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida. More specifically, any litigation between the parties to this Agreement shall be conducted in the Twentieth Judicial Circuit, in and for Lee County, Florida. In the event of any litigation arising out of this Contract, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees.
15. Amendments: No Amendments or variation of the terms or conditions of this Contract shall be valid unless in writing and signed by the parties.
16. Payments: The City shall make payment and Contractor shall be in receipt of all sums properly invoiced within thirty (30) days of the City's receipt of such invoice; unless, within a fifteen (15) day period, City notifies Contractor in writing of its objection to the amount of such invoice, with City's determination of the proper amount of such invoice. City shall pay any undisputed portion of such invoice within such thirty (30) day period.

If City shall give such notice to the Contractor within such fifteen (15) day period, such dispute over the proper amount of such invoice shall be resolved, and after final resolution of such dispute, City shall promptly pay the Contractor the amount so determined, less any amounts previously paid by City with respect to such invoice. In the event it is determined that the City has overpaid such invoice, the Contractor shall promptly refund to the City the amount of such overpayment.

17. Indemnity: To the extent permitted by law (F.S. 768.28), the Contractor shall indemnify and hold harmless the City its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and any persons employed or utilized by Contractor in the performance of this Contract.
18. Contractors Representations: In order to induce CITY to enter into the Contract CONTRACTOR makes the following representations:

CONTRACTOR has been familiarized with the Contract Documents and the nature and extent of the work required to be performed, locality, local conditions, and Federal, State, and Local laws,

CITY OF CAPE CORAL  
Piggyback Central Susquehanna Intermediate Unit (CSIU) d/b/a Keystone Purchasing Network (KPN)  
Contract KPN-202001-01  
Replacement Bleachers  
CITY CONTRACT #BPR23130MR

ordinances, rules and regulations that in any manner may affect costs, progress or performance of the work.

CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as deemed necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

CONTRACTOR has given CITY written notice of all conflicts, errors or discrepancies that have been discovered in the CONTRACT DOCUMENTS and the written resolution thereof by CITY is acceptable to CONTRACTOR.

19. Damage Liability: The awarded Contractor shall be responsible for all claims filed for damage to City facilities in connection with Contractor's performance.
20. Invalid Provision: The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
21. Record Keeping: The awarded bidder shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City of Cape Coral reserves the right to determine the record-keeping method in the event of non-conformity. Contractor shall keep full and detailed accounts and financial records pertaining to the provision of services for the City. Prior to commencing work, Contractor shall review with and obtain the City's approval of the accounting procedures and records to be utilized by the Contractor on the Project. Contractor shall preserve the aforementioned Project records for a period of ten (10) years after final payment, or for such longer period as may be required by law.
22. Public Records: Pursuant to Florida Statute §287.058 (1)(c), this contract may be unilaterally cancelled by the City if the Contractor, refuses to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this contract, unless the records are exempt from disclosure.
23. Insurance: Unless otherwise specified, CONTRACTOR shall, at its own expense, carry and maintain the following insurance coverage, as well as any insurance coverage required by law:

**Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The City reserves the right to request additional documentation regarding insurance provided.*

**CITY OF CAPE CORAL**  
**Piggyback Central Susquehanna Intermediate Unit (CSIU) d/b/a Keystone Purchasing Network (KPN)**  
**Contract KPN-202001-01**  
**Replacement Bleachers**  
**CITY CONTRACT #BPR23130MR**

**a. Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate  
\$1,000,000 products and completed operations  
\$1,000,000 personal and advertising injury

**b. Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL); or  
\$500,000 bodily injury per person  
\$1,000,000 bodily injury per accident  
\$500,000 property damage per accident

**c. Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

Workers' Compensation:

Statutory

Employers' Liability will have minimum limits of:

\$1,000,000 per accident  
\$1,000,000 disease limit  
\$1,000,000 disease – policy limit

***\*The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."***

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

**a. The "Certificate Holder" shall read as follows:**

City of Cape Coral  
P.O. Box 150027  
Cape Coral, Florida 33915-0027

CITY OF CAPE CORAL  
Piggyback Central Susquehanna Intermediate Unit (CSIU) d/b/a Keystone Purchasing Network (KPN)  
Contract KPN-202001-01  
Replacement Bleachers  
CITY CONTRACT #BPR23130MR

b. The "Description of Operations/Locations/Vehicles" shall read as follows:

*"The City of Cape Coral is named as an Additional Insured with respect to the General Liability policy, including Products and Completed Operations coverage."*

**Special Requirements:**

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

**Project-Specific Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract for specific risks in addition to minimum requirements. The City reserves the right to request additional documentation regarding insurance provided.*

- **Pollution/Environmental Pollution Liability** – cover third parties against bodily injury and property damage caused by hazardous waste materials released during business operations, reimbursement of mandated off-site clean-up costs, and Legal costs to investigate or settle pollution-related claims. Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

***\*Minimum completed operations period—5 years for environmental services/work and site/dirt work (excavation, paving, landscaping, and digging).***

**Other Items to Consider from a Risk Perspective**

Contractor's Professional Liability Policy  
Contractor's Protective Professional Coverage  
Bonds

***\*The required minimum limit of liability shown in b. and c. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."***

CONTRACTOR shall require its subcontractors to obtain and maintain substantially the same insurance as required of CONTRACTOR. CITY shall be included as an "Additional Insured" as their interest may appear under this Agreement under the CONTRACTOR'S General Liability Insurance Policy with respect to the services performed by the CONTRACTOR or by the CITY.

Prior to commencing any Work under this Agreement, CONTRACTOR shall submit to CITY a certificate or certificates of insurance evidencing that such insurance has been provided, and that such insurance is being carried and maintained. Upon receipt of notice from its insurer(s) CONTRACTOR shall provide the CITY with thirty (30) calendar days prior written notice of cancellation of any required coverage. Such

**CITY OF CAPE CORAL**  
**Piggyback Central Susquehanna Intermediate Unit (CSIU) d/b/a Keystone Purchasing Network (KPN)**  
**Contract KPN-202001-01**  
**Replacement Bleachers**  
**CITY CONTRACT #BPR23130MR**

notice shall be sent by first class mail to CITY. CONTRACTOR agrees that such insurance carried and maintained until the Work has been completed and accepted by CITY.

Such coverage as is required herein, or in any other document to be considered a part hereof, shall not be deemed to limit Contractor's liability under this Agreement.

The City shall be included as "Additional Insured" as their interest may appear under this Agreement and the contract number PUT2381JM shall be listed under the comment section.

**24. Safety and OSHA Compliance:**

- A. The Contractor shall comply in all respects with all Federal, State and Local safety and health regulations. Copies of the Federal regulations may be obtained from the U.S. Department of Labor, Occupation Safety and Health Administration (OSHA), Washington, DC 20210 or their regional offices.
- B. The Contractor shall comply in all respects with the applicable Workman's Compensation Laws.

**25. Immigration Affidavit Certification and E-Verify Validation**

***As a condition precedent to entering into this AGREEMENT***, and in compliance with The Immigration and Nationality Act (INA), 8 U.S.C. Section 1324a(e) Section 274A(e) and Florida Statute State Section §448.095, Contractor or Consultant and their subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. The Employment Eligibility Verification System (E-Verify) is operated by the Department of Homeland Security in partnership with the Social Security Administration.

The following conditions must be met by all Contractors, Consultants and Subcontractors:

- a. Contractor or Consultant shall require each of its subcontractors to provide them with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor, Consultant or Bidder shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
- b. The CITY, Contractor, Consultant, Bidder or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated The Immigration and Nationality Act (INA) contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) Section §448.09(1), Florida. Statute or the provisions of this section shall terminate the contract with the person or entity.
- c. The CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor or Consultant otherwise complied, shall promptly notify Contractor or Consultant and they shall immediately terminate the contract with the subcontractor.



CITY OF CAPE CORAL  
Piggyback Central Susquehanna Intermediate Unit (CSIU) d/b/a Keystone Purchasing Network (KPN)  
Contract KPN-202001-01  
Replacement Bleachers  
CITY CONTRACT #BPR23130MR

- d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section §448.095(2)(d), Florida Statute. Contractor or Consultant acknowledges that upon termination of this AGREEMENT by the CITY for a violation of this section by Contractor or Consultant, that the Contractor or Consultant may not be awarded a public contract for at least one (1) year. Contractor or Consultant further acknowledges that Contractor or Consultant is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.
  - e. **Subcontracts:** Contractor, Consultant or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor or Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- 26. Scrutinized Companies List: Pursuant to 287.135 Florida Statute, s. 215.4725 and s. 215.473, companies contracting with public agencies are prohibited from contracting for good or services over one million (\$1,000,000) dollars that appear on the Scrutinized Companies List.
  - 27. Annual Appropriation Contingency: Pursuant to FL Statute §166.241, the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. This Contract is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the City if the City Council reduces or eliminates appropriations.
  - 28. Electronic Signatures: The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
  - 29. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.
  - 30. Entire Agreement: This Contract constitutes the entire agreement between the parties superseding any/all prior communications, discussions, negotiations, understandings, or agreements, whether written or verbal.

(Remainder of page intentionally left blank)

CITY OF CAPE CORAL  
Piggyback Central Susquehanna Intermediate Unit (CSIU) d/b/a Keystone Purchasing Network (KPN)  
Contract KPN-202001-01  
Replacement Bleachers  
CITY CONTRACT #BPR23130MR

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials this Contract which shall be deemed an original on the date last signed as below written:

**WITNESS CITY:**

**CITY:**

City of Cape Coral, Florida

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Typed Name: Kimberly Bruns, CMC

Typed Name: Michael Ilczyszyn

Title: City Clerk

Title: City Manager

Date: \_\_\_\_\_

**CITY LEGAL REVIEW:**

  
Aleksandr Boksner  
City Attorney

10/6/2023  
Date

**CONTRACTOR:**

Company: GT Grandstands, Inc

Signature: 

Print Name: Brian Wilson

Title: VP

Date: 10/13/23

# EXHIBIT A



KEYSTONE  
PURCHASING  
NETWORK

## **KPN BID FORM B: ACCEPTANCE OF BID AND CONTRACT AWARD**

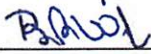
### **KPN 202001-01 Grandstand and Stadium Seating**

NAME OF BIDDER GT Grandstands, Inc

**INSTRUCTIONS:** PART I of this form is to be completed by the Bidder and signed by the Authorized Representative. PART II will be completed by the Bid Issuer, KPN, only upon the occasion of the bid award. Label the scanned PDF version of the signed document with *Your Company Name - ACCEPTANCE* and upload to the KPN bidding website labeling the file **KPN Bid Form B – Company Name – Acceptance of Bid Contract Award**.

#### **PART I: BIDDER**


In compliance with the Invitation For Bid (IFB), the undersigned warrants that I/we have examined the Instructions to Bidders, and, being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, specifications and amendments in the IFB and any written exceptions to the bid. Signature also certifies understanding and compliance with the certification requirements of the Agency Terms and Conditions and the Special Terms and Conditions. The undersigned understands that his/her competence and responsibility and that of his proposed subcontractors, time of completion, as well as other factors of interest to KPN as stated in the evaluation section, will be a consideration in making the award.

Company Name GT Grandstands, Inc Date 1/3/20  
Company Address 2810 Sydney Rd City Plant City State FL Zip 33566  
Contact Person Brian R. Wilson Title Sales Manager  
Authorized Signature (ink only)  Title Sales Manager

#### **PART II: AWARDING AGENCY**

Your bid for contracting services is hereby accepted. As contractor/supplier, you are now bound to sell the materials and services listed by the attached bid based upon the solicitation, including all terms, conditions, specifications, amendments as set forth in the IFB. As contractor, you are hereby cautioned not to commence any billable work or provide any material or service under this contract until an executed purchase order is received from the agency. The parties intend this contract to constitute the final and complete agreement between the agency and contractor, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The term of the contract shall commence upon award and continue until February 28, 2021 unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended for five (5) additional one-year terms; 2022, 2023, 2024, 2025, and 2026.

Awarding Agency Central Susquehanna Intermediate Unit d/b/a The Keystone Purchasing Network

Agency Executive  Kevin Singer, Executive Director

Awarded this 22nd day of January, 2020 Contract Number 202001-01

## EXHIBIT A



### Ordering Instructions

KPN purchasing members will issue purchase orders directly to the vendor or otherwise enter into project contracts directly with the contractor.

Always specify "KPN pricing" when seeking quotes. Always state "KPN pricing and use the KPN contract number" on your purchase order. This ensures you of the 1) lowest pricing, 2) audit protection, 3) bid protection, and 4) the coverage and application of bid Terms and Conditions to your agency.

Some vendors may require Purchase Orders to be made out in a specific way. Please ask your sales contact.

# EXHIBIT A



## GT Grandstands, Inc.

CONTRACT #: KPN-202001-01

COMMODITY: Grandstand and Stadium Seating

### EXECUTIVE SUMMARY:

KPN Purchasing Program: KPN National Bids

KPN Membership Classification Eligible to Use Contract: All states

Year of Award: 2020

Term of Contract:

- Initial Contract: January 22, 2020 – February 28, 2021
- Extension: Valid through February 28, 2022 (Approved by CSIU Board on 12/17/2020)
- Extension: Valid through February 28, 2023 (Approved by CSIU Board on 01/19/2022)
- Extension: Valid through February 28, 2024 (Approved by CSIU Board on 12/21/2022)
- Extension:
- Extension:

Type of solicitation: IFB

Bid/RFP#: KPN-202001-01

Bid published/archived at: <https://kpn.ionwave.net>

Advertising history:	<u>Date</u>	<u>Publication</u>
	December 10, 2019	Arizona Republic, Baltimore Sun, Harrisburg Patriot News, Sunbury Daily Item, Milton Standard, Albany Times Union, Seattle Times, USA Today,
	December 16, 2019	Arizona Republic, Baltimore Sun, Harrisburg Patriot News, Sunbury Daily Item, Milton Standard, Albany Times Union, Seattle Times, USA Today
	December 23, 2019	Arizona Republic, Baltimore Sun, Harrisburg Patriot News, Sunbury Daily Item, Milton Standard, Albany Times Union, Seattle Times, USA Today

Bid Deadline: January 6, 2020

Bid Opening: January 7, 2020

Bid Award Approved: January 22, 2020

This bid was solicited by the Central Susquehanna Intermediate Unit d/b/a the Keystone Purchasing Network (KPN). All contract awards and bid extensions are approved by action of the CSIU Board of Directors at the monthly meeting following the selection process (contract award) or preceding the term of the extension.

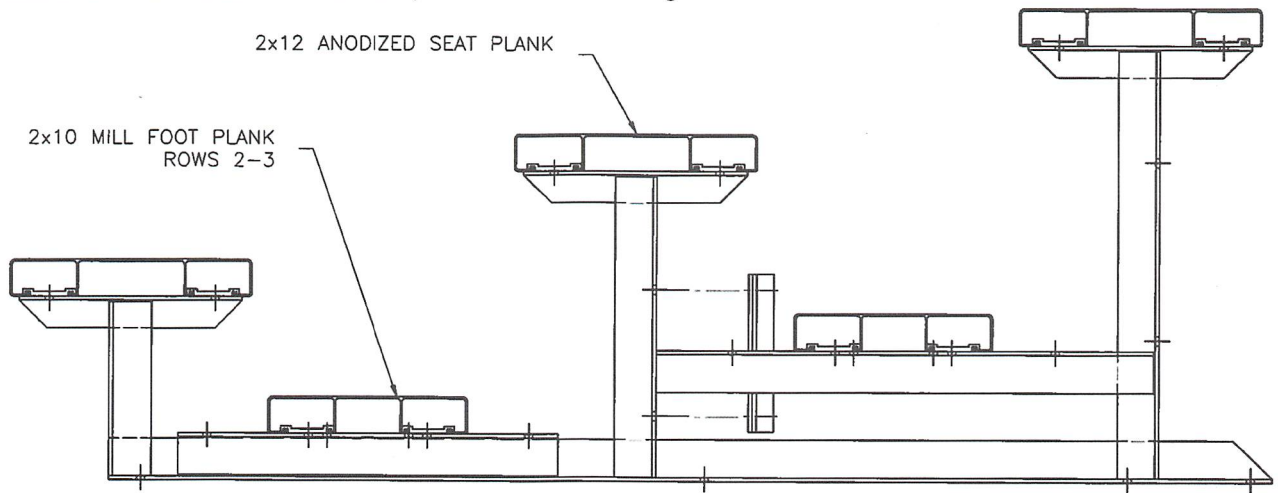
Members requiring additional documentation should contact (888) 490-3182, 8 a.m. – 4 p.m. Eastern Time, weekdays except for holidays, or email [info@thekpn.org](mailto:info@thekpn.org).



## EXHIBIT A

# Universal Bleacher Series

Portable, low maintenance, code-compliant bleacher seating



## Standard Features

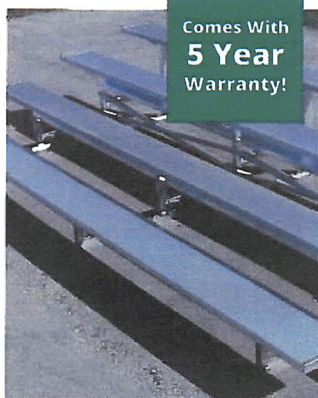
- » 3, 4, and 5 Row Units
- » 6" Rise/24" Tread
- » 12" Seat Planks
- » 10.5" Front Row Seat Height
- » Available in 7.5', 9', 15', 21' and 27' Lengths
- » Aluminum Frame

## Optional Features

- » Galvanized Frame
- » Double Footboards
- » Aluminum or Galvanized Vertical Picket Guardrail
- » Chain link guardrail on 5 row units
- » Mud Sills (Wood Sleepers)
- » Rubber Bumpers
- » Tip N Roll (3 and 4 Row Units)

Aluminum Frame Model	Seats	Rows	Length	Depth	Guardrail
LU-0315AS	30	3	15'	5'0"	NO
LU-0321AS	42	3	21'	5'0"	NO
LU-0327AS	54	3	27'	5'-0"	NO
LU-0415AS	40	4	15'	7'-0"	NO
LU-0421AS	56	4	21'	7'-0"	NO
LU-0427AS	72	4	27'	7'-0"	NO
LU-0515ASC	50	5	15'	9'-6"	YES
LU-0521ASC	70	5	21'	9'-6"	YES
LU-0527ASC	90	5	27'	9'-6"	YES

**ASK ABOUT 24 HOUR QUICK-SHIP BLEACHERS**



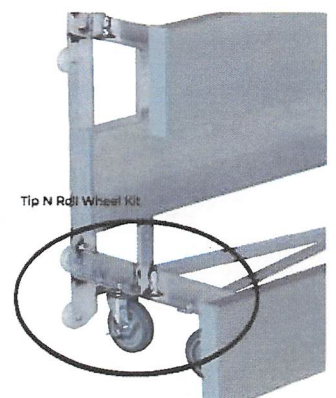
**4 Row x 15' - Model LU-0415AS**



**Mud Sills (Wood Sleepers) Available**



**Perfect for Indoor Use**



**Tip N Roll Wheels**