

**PIGGYBACK AGREEMENT FOR VARIOUS EQUIPMENT AND AMENITIES**

**THIS PIGGYBACK AGREEMENT** (the "Agreement") is entered into as of the Effective Date defined in Section 3A, below, by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, and Rep Services, Inc., (the "Vendor"), a Florida corporation, headquartered at 165 West Jessup Avenue, Longwood, FL 32750, and whose Federal Employer Identification Number is 59-2978507.

**WHEREAS**, the County's Procurement Ordinance and Procurement Procedures permit it to enter into piggyback purchasing agreements; and

**WHEREAS**, the County requires the services of a vendor who can provide various park and playground equipment and amenities for the Parks and Natural Resources Division; and

**WHEREAS**, the Vendor has contracted with Clay County, a political subdivision of the State of Florida to provide various equipment and amenities and installation pursuant to that certain Contract No. 2023-2024-284 dated as of July 24, 2024 (the "Clay County Agreement") which those parties entered into upon Clay County's award of Invitation for Bid 23/24-074 to Vendor for various equipment and amenities for parks and recreation; and

**WHEREAS**, the County and the Vendor have determined that the Clay County Agreement is an acceptable agreement upon which the County and the Vendor may establish a piggyback agreement.

**NOW, THEREFORE**, in consideration of the promises contained herein, the parties hereby agree, as follows:

1. **Recitals.** The above stated recitals are true and correct.
2. **Terms and Conditions; Conflict.** Except as otherwise stated herein, the terms and conditions of the Clay County Agreement shall form the basis of this Agreement, with the County having the rights, duties, and obligations of "Clay County" thereunder. A true and correct copy of the Clay County Agreement is attached as Exhibit "A" and incorporated herein. If any provision of this Agreement conflicts with any provision of the Clay County Agreement, then the terms, conditions, and provisions of this Agreement shall control.
3. **Supplemental Terms and Conditions.** The terms and conditions of the Clay County Agreement are hereby modified or supplemented, as follows:

**A. Term.** The term of this Agreement shall commence on the date (the "Effective Date") the later of the two parties executes the Agreement and, unless sooner terminated pursuant to Section 3.D herein, shall continue until the first to occur of the following: (i) upon expiration or earlier termination of the Clay County Agreement (it being acknowledged and understood that the latest possible termination date for the Clay County Agreement, with all renewal options exercised, is July 23, 2029); or (ii) upon termination by the County, for any reason or no reason, following 30 days' written notice to the Vendor.

**B. Insurance.**

i.) The Vendor shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below.

**Comprehensive Automobile Liability Insurance.** \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

**Commercial General Liability.** \$1,000,000.00 combined single limit of liability and \$2,000,000.00 aggregate for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

**Workers Compensation.** The Vendor shall provide, pay for, and maintain statutory limits of workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

ii.) The Vendor shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences.

iii.) The County shall be named as an additional insured on General and Automobile Liability policies.

iv.) General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County.

v.) The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section C, below.

vi.) All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII.

vii.) The Vendor's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the Vendor to comply with the provisions of this Section B, the County may, at

its option, upon notice to the Vendor suspend Vendor's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Vendor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Vendor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

**C. Indemnity.** Vendor, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Vendor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

**D. Force Majeure.** Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

**E. Default and Remedy.** If Vendor materially defaults in its obligations under this Agreement, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to Vendor, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement, then Vendor shall have the right to immediately terminate this Agreement by delivering written notice to the County and to seek payment from County for those services Vendor has provided but for which has not yet been paid.

**F. Attorneys' Fees and Costs.** In connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

**G. Dispute Resolution.** Notwithstanding anything in the Clay County Agreement to the contrary, there shall be no arbitration of any dispute arising or pertaining to this Agreement. The parties shall resolve all such disputes via voluntary and non-binding mediation or negotiation.

**H. LIMITATION OF LIABILITY. IN NO EVENT SHALL THE COUNTY BE LIABLE TO THE VENDOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

**I. Governing Law.** This Agreement shall be governed in all respects by the Laws of the State of Florida, without regard to conflicts of the laws principles.

**J. Venue.** Any litigation with respect to this Agreement shall be brought and prosecuted only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

**K. Notice.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing, and shall be, as elected by the person giving such notice, hand delivered by nationally recognized messenger or by courier service, or mailed by registered or certified mail, return receipt requested, and addressed, as follows:

If to the County: Polk County Parks and Natural Resources Division  
Attention: Director  
4177 Ben Durrance Road  
Bartow, FL 33830

If to Vendor: Rep Services, Inc.  
Attention: Nathan Almon  
165 W. Jessup Avenue  
Longwood, FL 32750

**L. Non-exclusive Agreement.** This Agreement does not grant the Vendor the exclusive right to provide the County various park and playground equipment and amenities during the Agreement term. The County may utilize its own personnel to perform such services or it may employ other vendors or contractors to provide such services.

**M. Public Records Law.**

(a) The Contractor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Vendor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Vendor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Vendor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's

Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**(c) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIAISON OFFICER  
POLK COUNTY  
330 WEST CHURCH ST.  
BARTOW, FL 33830  
TELEPHONE: (863) 534-7527  
EMAIL: RMLO@POLK-COUNTY.NET**

**N. Scrutinized Companies and Business Operations Certification; Termination.**

**A. Certification(s).**

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

**B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:**

(i) the Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or

(ii) the Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

**O. No Construction Against Drafter.** The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

**P. Public Entity Crimes.** The Vendor declares and warrants that neither the Vendor nor any of the Vendor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Vendor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Vendor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

**Q. Unauthorized Alien(s)**

The Vendor shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Vendor shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

**R. Employment Eligibility Verification (E-VERIFY)**

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and

compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

S. **Entire Agreement.** This Agreement sets forth the entire understanding and agreement between the parties. This Agreement may only be modified or changed in writing, and such modifications and changes signed by both parties.

**THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.  
SIGNATURES CONTINUE ON THE NEXT PAGE.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY BUTTERFIELD  
CLERK OF THE BOARD

Polk County, a political subdivision  
of the State of Florida

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
T. R. Wilson, Chairman  
Board of County Commissioners

Date Signed By County \_\_\_\_\_

Reviewed as to form and legal sufficiency:

Nathan Wilson      11/8/25  
County Attorney's Office      Date

ATTEST:

Rep Services, Inc.,  
a Florida corporation

By: LeDonna Almon  
Corporate Secretary

By: Nathan Almon

LeDonna Almon  
[Print Name]

Nathan Almon  
[Print Name]

Date: 11/9/25

President  
[Title]  
Date: 11/9/25

SEAL



ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Seminole

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 1/9/25 (Date) by Nathan Amos (Name of officer or agent) as President (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and  is personally known to me or  has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 1/9/2025 (Date) Nisha Singh

\_\_\_\_\_  
(Official Notary Signature and Notary Seal)  
Nisha Singh (Name of Notary typed, printed or stamped)  
Commission Number HH 257182 Commission Expiration Date 6/10/2026



**AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

SOLICITATION NO.: PB 25-121, VARIOUS EQUIPMENT AND AMENITIES

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONSULTANT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Rep Services, Inc.

Signature: Nathan Almon

Title: President

Date: 1/9/25

State of: Florida

County of: Seminole

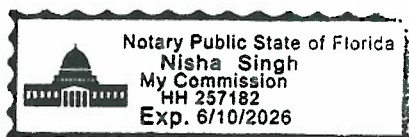
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 9<sup>th</sup> day of January, 2025, by Nathan Almon (name) as President (title of officer) of Rep Services, Inc (entity name), on behalf of the company, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

Notary Public Signature: Nisha Singh

Printed Name of Notary Public: Nisha Singh

Notary Commission Number and Expiration: HH 257182 Exp: 6/10/2026

(AFFIX NOTARY SEAL)



**Affidavit Regarding the Use of Coercion for Labor or Services**

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

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

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Nathan Almon President (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

Rep Services, Inc.  
NONGOVERNMENTAL ENTITY

Nathan Almon  
SIGNATURE

Nathan Almon  
PRINT NAME

President  
TITLE

1/9/25  
DATE

# EXHIBIT 'A'

Clay County Agreement/Contract No. 2023/2024 – 284

## AGREEMENT TO PROVIDE VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND RECREATION

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

### RECITALS

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

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

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

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

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

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

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

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

**1. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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

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

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

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

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

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

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

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

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

## **2. ADDITIONAL PRODUCTS OR SERVICES**

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

## **3. TERM**

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

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

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

## **4. WARRANTIES AND REPRESENTATIONS**

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

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

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

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

completion of installation of play equipment and/or playground surfacing, the Contractor shall furnish to the County's Purchasing Department a certificate stating the Products/equipment/surfacing and its installation meet all federal and state requirements as outlined in the publications set forth in **Attachment A** under the Compliance with Laws and Codes section. The Contractor further certifies that if the Product(s) delivered and/or installed are subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the Product(s) and installation into compliance shall be borne by the Contractor.

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

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

## **5. PIGGYBACKING, SALES REPORTS, AND ADMINISTRATIVE FEE**

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

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

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

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

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

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

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

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

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

## **6. PRICING AND PAYMENT**

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

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

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

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

## 7. PAYMENT PROCEDURES

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

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

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

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

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

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

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

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

## **8. INDEMNIFICATION**

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

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

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

## 9. INSURANCE

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

### 1. Commercial General Liability

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

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

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

### 2. Business Automobile Liability

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

### 3. Workers' Compensation and Employer's Liability

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

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

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

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

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

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

4. Umbrella/Excess Insurance

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

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

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

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

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

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

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

## **10. BONDS**

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

## **11. DEFAULT AND TERMINATION**

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

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

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

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

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

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

## **12. TAXES**

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

## **13. APPROPRIATED FUNDS**

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

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

#### **14. PUBLIC RECORDS**

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

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

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

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

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

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

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

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

**15. AUDIT**

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

**16. SCRUTINIZED COMPANIES CERTIFICATION**

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

**17. E-VERIFY REQUIREMENT**

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

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

**18. HUMAN TRAFFICKING ATTESTATION**

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

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

**19. PUBLIC ENTITIES CRIMES**

(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

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

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

**20. SUSPENSION AND DEBARMENT**

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

**21. INDEPENDENT CONTRACTOR**

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

**22. NO ASSIGNMENT**

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

**23. SUBCONTRACTORS**

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

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

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

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

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

**24. NO THIRD-PARTY BENEFICIARIES**

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

**25. CONFLICT OF INTEREST**

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

**26. AMENDMENT OR MODIFICATION OF AGREEMENT**

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

**27. FURTHER ASSURANCES**

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

**28. REMEDIES**

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

**29. GOVERNING LAW AND VENUE**

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

**30. ATTORNEYS' FEES**

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

**31. WAIVER**

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

**32. SEVERABILITY**

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

**33. HEADINGS**

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

**34. ENTIRE AGREEMENT**

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

**35. COUNTERPARTS**

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

**36. ATTACHMENTS**

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

**Attachment A:** Bid Scope of Work

**Attachment B:** Proposal

**37. AUTHORITY**

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

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

**CONTRACTOR**

By:   
By: [Bill Geary \(Sep 17, 2024 08:30 EDT\)](#)

Print Name: Bill Geary

Print Title: Vice President

**CLAY COUNTY, a political subdivision of the State of Florida**

By:   
By: [Howard Wanamaker \(Sep 16, 2024 10:22 EDT\)](#)

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

**ATTACHMENT A **  
**BID SCOPE OF WORK**



INVITATION FOR BID

23/24-074

VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND  
RECREATION

Clay County

477 Houston Street

Green Cove Springs, FL 32043

RELEASE DATE: May 16, 2024

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

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

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

## 1. Scope of Work

### 1.1. Purpose

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

### 1.2. Scope

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

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

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

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

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

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

#### **Responsibility:**

Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of various equipment and amenities for parks and playground equipment or amenities ordered, unless otherwise specified by the County. The County may elect, in certain circumstances, to

purchase only materials and have those materials installed by others (e.g., volunteers. County staff). These items will be shipped to a designed location and off-loaded by the bidder or bidder's representative.

### 1.3. Method of Ordering

The County may generate a Request for Quotation, on an "as needed" basis, for park and playground equipment and/or ball field lighting, lighting installation, and court surfacing together with a request for additional services required to complete that project (see attached Quote sample sheet). The County reserves the right to send such Request for Quotation to any or all awarded bidders. The Request for Quotation can define the project exactly or the Request for Quotation can describe a desired end result, allowing the bidder to design the park or playground site.

After generating a Request for Quotation for a project, and before bidder's submission of its quotation in response to the Request for Quotation, the County may require requested bidder (s) to attend a site visit with County personnel to familiarize the bidder(s) with the site and determine additional services that may be required to complete the project. Bidders will be responsible for the accuracy of all fixed measurements.

The bidder's quotation in response to the Request for Quotation must contain each of the following:

- A detailed breakdown of the cost for the entire project. Descriptions of additional services related to the project, together with their price, shall also be listed.
- Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.
- Names of any and all subcontractors on the project. It is understood the bidder remains responsible for project completion and acceptance by the County. The County reserves the right to reject any quotation in response to a Request for Quotation if said quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.
- Project Completion Date.
- Include an updated catalog, if needed and updated MSRP lists for the park and play equipment specifically quoted.

The County will generate purchase orders as a result of approved "Request for Quotations" submitted, at the sole discretion of the County. The County reserves the right to not award to any, or to use other available bids or contracts when in the best interest of the County.

#### 1.4. Administrative Fee (Piggybacking)

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

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

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

#### 1.5. Qualification of Installers

If a bidder utilizes a sub-contracted installer for any park or playground equipment, lighting, or court surfacing a list of sub-contracted installers must be included with this bid. Additionally, upon request the bidder must supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer.

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

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

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

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

### 1.7. Compliance With Laws and Codes

Bidders must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal safety regulations. The following publications (issue in effect on date of invitation to bid) shall form a part of this specification:

A. American Society for Testing and Materials (ASTM)

ASTM-F1487 Standards – Methods of testing Playground Equipment for Public Use

ASTM-F1292 Standards - Method for testing various surfacing materials to determine their “critical height” (the fall height below which a life-threatening head injury would not be expected to occur)

Copies may be obtained from the:

American Society for Testing and Materials  
100 Barr Harbor Drive  
West Conshohocken, PA 19428

B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety.

Copies may be obtained from the:

US Consumer Product Safety Commission  
4330 East West Highway  
Bethesda, MD 20814  
(301) 504-7923

C. National Playground Safety Institute (NPSI) – identification of 12 leading causes of injuries on playgrounds.

Copies may be obtained from the:

National Recreation and Park Association  
22377 Belmont Ridge Road  
Ashburn, VA 20148-4150  
(703) 858-0784

D. Americans with Disabilities Act (ADA) Regulations for Title III, Appendix A, Standards for Accessible Design, issued by the Department of Justice.

Copies may be obtained by calling:

(800) 514-0301

Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements, Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the County a certificate so stating the equipment /surfacing and its installation meet all Federal and State requirements as outlined in the above publications.

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any if the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

### 1.8. Award

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

### 1.9. Site Inspections

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

### 1.10. Work Hours

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

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

### 1.11. Permit & Fees

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

For questions about permitting please contact:

Clay County Building Department

Phone: (904) 269-6307

Email: [permits@claycountygov.com](mailto:permits@claycountygov.com)

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

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

### 1.12. Clean up & Restoration of Site

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

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

### 1.13. Bidder and Subcontractor Requirements

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

### 1.14. Subcontractors and Major Material Suppliers

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

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

### 1.15. Damage to Public or Private Property

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

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

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

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

### 1.16. Compliance with Occupation Safety and Health Act

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

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

### 1.17. Unsatisfactory Equipment and/or Services

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

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

### 1.18. Payment

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

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

### 1.19. Warranty

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

### 1.20. Term

The term of bid award for various equipment and amenities for parks and playgrounds will be three (3) years, with two (2) one (1) year renewal options. Discounts from this solicitation shall prevail for the full duration of the contract and including subsequent extensions. The County reserves the right to use other available bids or contracts when in the best interest of the County.

### 1.21. Performance Evaluation

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

### 1.22. Cancellation of Contract

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

### 1.23. Additional Services

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

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

Description of Project: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Price Quotation:

Manufacturer	Item and Page Number	Quantity	MSRP Unit Price	Contract Discount	Extended Price

\*When quoting projects where freight would be charged, include those costs so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Additional Services Required:

Description	Quantity	Unit Price	Extended Price

Total: \$ \_\_\_\_\_

List any Subcontractors:

1. Name \_\_\_\_\_
2. Address \_\_\_\_\_
3. Telephone Number \_\_\_\_\_
4. Contact Name \_\_\_\_\_
5. Designated Work \_\_\_\_\_
6. Subcontractor Cost \_\_\_\_\_

# **ATTACHMENT B**

## **PROPOSAL**





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

**RESPONSE DOCUMENT REPORT**

RFB No. 23/24-074

Various Equipment and Amenities for Parks and Recreation

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

**Rep Services, Inc. Response**

**CONTACT INFORMATION**

**Company:**  
Rep Services, Inc.

**Email:**  
sales@repervices.com

**Contact:**  
Nathan Almon

**Address:**  
165 West Jessup Ave  
Longwood, FL 32750-4146

**Phone:**  
(407) 831-9658

**Website:**  
<https://repervices.com/>

**Submission Date:**  
Jun 11, 2024 2:33 PM

Distributor	Manufacturer	Equipment Description	% Discount Allowed from MSRP	% Installation Discount	Online Catalog Provided <i>Provide Link Below, if opting to bring catalog in, please enter "Physical Catalog"</i>	MSRP List <i>Provide Link Below, if opting to bring MSRP List in, please enter "Physical List"</i>
Rep Services, Inc.	Landscape Structures, Inc.	Playground Equipment	2%	NA	<a href="https://issuu.com/repserVICES/docs/_2024_lsi_play_catalog-with_imprint?fr=xKAE9_zU1NQ">https://issuu.com/repserVICES/docs/_2024_lsi_play_catalog-with_imprint?fr=xKAE9_zU1NQ</a>	Physical List
Rep Services, Inc.	Skyways	Shade Structures	2%	NA	<a href="https://issuu.com/repSERVICES/docs/2024_skyways_catalog-with_imprint?fr=xKAE9_zU1NQ">https://issuu.com/repSERVICES/docs/2024_skyways_catalog-with_imprint?fr=xKAE9_zU1NQ</a>	Physical List
Rep Services, Inc.	Poligon Shelters	Shelters, Pavilions, Shade Structures	2%	NA	<a href="https://issuu.com/repSERVICES/docs/_poligoncatalog-2023?fr=xKAE9_zU1NQ">https://issuu.com/repSERVICES/docs/_poligoncatalog-2023?fr=xKAE9_zU1NQ</a>	Priced Per Job
Rep Services, Inc.	Aquatix	Aquatic Spray Features and Mechancial Packages	2%	NA	<a href="https://issuu.com/repSERVICES/docs/_2024-aquatixcatalog-with_imprint">https://issuu.com/repSERVICES/docs/_2024-aquatixcatalog-with_imprint</a>	Price Per Job
Rep Services, Inc.	DuMor	Site Furnishings	2%	NA	<a href="https://issuu.com/repSERVICES/docs/_2024_dumor_catalog?fr=xKAE9_zU1NQ">https://issuu.com/repSERVICES/docs/_2024_dumor_catalog?fr=xKAE9_zU1NQ</a>	Physical List

Distributor	Manufacturer	Equipment Description	% Discount Allowed from MSRP	% Installation Discount	Online Catalog Provided <i>Provide Link Below, if opting to bring catalog in, please enter "Physical Catalog"</i>	MSRP List <i>Provide Link Below, if opting to bring MSRP List in, please enter "Physical List"</i>
Rep Services, Inc.	Anova	Site Furnishings	2%	NA	<a href="https://issuu.com/repserVICES/docs/_2020_anova_catalog?fr=sYzhjNjQ1MTc3MQ">https://issuu.com/repserVICES/docs/_2020_anova_catalog?fr=sYzhjNjQ1MTc3MQ</a>	Physical List
Rep Services, Inc.	2by2 Industries, LLC	Playground Timbers, Ramps, Stakes	2%	NA	<a href="https://issuu.com/repSERVICES/docs/_2024_product_catalog?fr=xKAE9_zU1NQ">https://issuu.com/repSERVICES/docs/_2024_product_catalog?fr=xKAE9_zU1NQ</a>	Physical List
Rep Services, Inc.	iMulch, Inc	Engineered Wood Fiber	2%	NA	NA	Physical List
Rep Services, Inc.	No Fault Safety Surfacing	Poured in Place Rubber Surfacing Products	2%	NA	<a href="https://issuu.com/repSERVICES/docs/_nfs_catalog-2022">https://issuu.com/repSERVICES/docs/_nfs_catalog-2022</a>	Physical List
Rep Services, Inc.	Tot Turf Safety Surfacing	Poured in Place Rubber Surfacing Products	2%	NA	<a href="https://issuu.com/repSERVICES/docs/_robertsonrecreationalsurfaces_catalog">https://issuu.com/repSERVICES/docs/_robertsonrecreationalsurfaces_catalog</a>	Physical List

Distributor	Manufacturer	Equipment Description	% Discount Allowed from MSRP	% Installation Discount	Online Catalog Provided <i>Provide Link Below, if opting to bring catalog in, please enter "Physical Catalog"</i>	MSRP List <i>Provide Link Below, if opting to bring MSRP List in, please enter "Physical List"</i>
Rep Services, Inc.	ForeverLawn	Synthetic Turf Surfacing Products	2%	NA	<a href="https://issuu.com/repervices/docs/foreverlawn?e=1884579/4320678">https://issuu.com/repervices/docs/foreverlawn?e=1884579/4320678</a>	Physical List
Rep Services, Inc.	Safe4Play	Synthetic Turf Surfacing Products	2%	NA	NA	Physical List

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: Johnny Pitts Construction, Inc.  
Address: 4124 Pace Ln, Milton, FL 32571  
Phone Number: 850-232-1615  
Contact Name: Johnny Pitts

Business Name: D.W. Recreation Services, Inc.  
Address: 9951 Equus Circle, Boyton Beach, FL 33472  
Phone Number: 561-289-7658  
Contact Name: Donald West

Business Name: AI Bosgraaf & Sons, Inc.  
Address: 240 Rebel Run, Osteen, fL 32764  
Phone Number: 407-402-8497  
Contact Name: Gerald Bosgraaf

Note: Upon request bidders must supply WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

**(MULTIPLE SHEETS CAN BE USED)**










# 2023-2024-284 Various Equipment and Amenities for Parks Agreement - Rep Services

Final Audit Report

2024-09-17

Created:	2024-09-15
By:	Lisa Osha (Lisa.Osha@claycountygov.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8bGVBjxr7eNYL7ekpP4stCZXiahvP_zi

## "2023-2024-284 Various Equipment and Amenities for Parks Agreement - Rep Services" History

-  Document created by Lisa Osha (Lisa.Osha@claycountygov.com)  
2024-09-15 - 10:18:53 PM GMT
-  Document emailed to Howard Wanamaker (howard.wanamaker@claycountygov.com) for signature  
2024-09-16 - 12:42:14 PM GMT
-  Email viewed by Howard Wanamaker (howard.wanamaker@claycountygov.com)  
2024-09-16 - 2:19:52 PM GMT
-  Document e-signed by Howard Wanamaker (howard.wanamaker@claycountygov.com)  
Signature Date: 2024-09-16 - 2:22:36 PM GMT - Time Source: server
-  Document emailed to sales@repservices.com for signature  
2024-09-16 - 2:22:39 PM GMT
-  Email viewed by sales@repservices.com  
2024-09-16 - 2:23:18 PM GMT
-  Signer sales@repservices.com entered name at signing as Bill Geary  
2024-09-17 - 12:30:53 PM GMT
-  Document e-signed by Bill Geary (sales@repservices.com)  
Signature Date: 2024-09-17 - 12:30:55 PM GMT - Time Source: server
-  Agreement completed.  
2024-09-17 - 12:30:55 PM GMT



Powered by  
**Adobe**  
Acrobat Sign





INVITATION FOR BID

23/24-074

VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND  
RECREATION

Clay County  
477 Houston Street  
Green Cove Springs, FL 32043

RELEASE DATE: May 16, 2024

LAST DATE FOR INQUIRIES: May 31, 2024, 4:30 pm

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

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

Invitation For Bid #23/24-074

Title: Various Equipment and Amenities for Parks and Recreation

---

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

Clay County  
INVITATION FOR BID

Various Equipment and Amenities for Parks and Recreation

- I. Introduction.....
- II. Instructions to Bidders.....
- III. Scope of Work .....
- IV. Supplier Questionnaire .....

Attachments:

A - Chapter 8

B - EFT FORM

C - W-9 (2024)

D - Warranty Letter

E - Certificate of partial payment

F - Certificate of final payment

G - Performance & Paymt Bond

I - Example Request for Quotation

## 1. Introduction

The mission of the Purchasing Department is to provide fair and equitable treatment of all persons involved in public purchasing by the County, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

### 1.1. Summary

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

Bidders shall submit all inquiries regarding this RFB in the "Question and Answer" tab of the RFB. See "Inquiries/Questions" in the "Instructions to Bidders" below for more information.

Bidders are prohibited from contacting, by any means, whether orally, telephonically, electronically or in writing, any member of the Board, any County employee, including the County Manager, the County Attorney or the Commission Auditor, any member of the designated Evaluation Committee or any agent of the County regarding the Request for Bids in any respect during the Request for Bid Period. The Request for Bid Period during which no contact may occur commences from the date of publication of the notice of a Request for Bids and ends upon a Bid Decision becoming final, i.e. after the notice of bid protest period of 72 hours has expired. However, in the event of a notice of protest, the no contact rule continues in place during the Protest Period and does not end until a resolution of the protest has occurred and become final. The following exceptions exist to the no-contact rule:

- A. Inquiries may be submitted to the Purchasing Department if specifically provided in the Request for Bids;
- B. Pre-bid conferences provided for in the Request for Bids; and
- C. Formal presentations by Bidders to the designated Evaluation Committee or to the Board or any committee thereof specifically contemplated in the Request for Bids.

The Board reserves the right and power to reject any and all Bids without cause and to waive technical and non-technical or non-material defects in the Request for Bids or submittal of any Bid, and in its discretion to re-advertise the Request for Bids. The Board reserves the right to award Request for Bids which would be in the Best Interest of the County. Interested vendors are advised that the Clay County Board of County Commissioners has a local preference policy and Buy American policy. The complete policy for both can be viewed at: <https://www.claycountygov.com/government/purchasing/vendor-information>.

**FOLLOWING THE BID OPENING AND TABULATION, A "NOTICE OF INTENT TO AWARD BID" OR A "NOTICE OF REJECTION OF ALL BIDS" WILL BE POSTED ON THE INTERNET**

**AT:** <https://procurement.opengov.com/portal/claycounty?status=all>.

**THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY'S WEBSITE  
AT:**<https://www.claycountygov.com/government/purchasing/formal-bid-solicitations>

**PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS REQUEST, WILL RESULT IN REJECTION OF THE BID AND SHALL, AS WELL AS THE FAILURE TO FILE A WRITTEN NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN CHAPTER 8, SECTION I OF THE COUNTY'S PURCHASING POLICY SHALL, CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID REQUEST, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER THE PURCHASING POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.**

**IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS REQUEST REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.**

**THE BOARD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS WITHOUT CAUSE AND TO WAIVE TECHNICAL AND NON- TECHNICAL OR NON-MATERIAL DEFECTS IN THE REQUEST OR SUBMITTAL OF ANY BIDS.**

**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 ON A CONTRACT TO PROVIDE ANY GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A BID ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT BIDS ON LEASES OF REAL PROPERTY TO A PUBLIC ENTITY, MAY NOT BE AWARDED OR PERFORM WORK AS A CONTRACTOR, SUPPLIER, SUBCONTRACTOR, OR CONSULTANT UNDER A CONTRACT WITH ANY PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO FOR A PERIOD OF 36 MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST.**

## **1.2. [Background](#)**

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

## **1.3. [Contact Information](#)**

If you need immediate assistance, at any point during the solicitation process, please email the Purchasing Department at: [Purchasing@Claycountygov.com](mailto:Purchasing@Claycountygov.com) in addition to the Purchasing Department Staff Member listed below.

The Department information listed below is strictly for visibility. Bidders are not to contact any agent of the County regarding the Request for bids in any respect during the Request for Bid Period.

Inquiries may only be submitted to the Purchasing Department.

**Donna Fish**

Buyer 1

P O Box 1366

Green Cove Springs, FL 32043

Email: [donna.fish@claycountygov.com](mailto:donna.fish@claycountygov.com)

Phone: [\(904\) 278-3761](tel:9042783761)

**Department:**

Parks and Recreation

**Department Head:**

Justin Pierce

Parks and Recreation Director

**1.4. Timeline**

The proposed dates for the Evaluation Committee and Recommendation are subject to change.

It is the responsibility of the Bidder to monitor the [County's calendar](#) and [Board of County Commissioner Meeting Agendas](#) for any adjusted dates.

The County reserves the right to alter dates as needed.

<b>Clay Today Advertisement Date</b>	May 16, 2024
<b>OpenGov Advertisement Date</b>	May 16, 2024
<b>Last Date of Inquiries</b>	May 31, 2024, 4:30pm
<b>Final Addendum</b>	June 7, 2024, 4:30pm
<b>Bid Due</b>	June 13, 2024, 4:00pm
<b>Bid Open</b>	June 14, 2024, 9:00am Clay County Administration Building Fourth Floor, Conference Room B 477 Houston Street Green Cove Springs, Florida 32043

Invitation For Bid #23/24-074

Title: Various Equipment and Amenities for Parks and Recreation

---

<p><b>Recommendation to Board of County Commissioners</b></p>	<p>July 9, 2024, 4:00pm Clay County Administration Building Fourth Floor 477 Houston Street Green Cove Springs, Florida 32043</p>
---	---

## 2. Instructions to Bidders

### 2.1. Instruction to Bidders:

The term 'RFB' (Request for Bids) used throughout this solicitation is intended to be all-inclusive, encompassing competitive processes, such as Request for Bids (RFB), Request for Proposal (RFP), Request for Qualifications (RFQ), Invitation to Negotiate (ITN), Best Final Offer, or Design-Build, and any similar solicitations. These instructions are derived from Clay County's purchasing policy.

### 2.2. Response to Request for Bids:

The County posts and distributes information pertaining to its RFB's on the [County's e-Procurement Portal](#). In order to submit a Bid to this RFB the Bidder must be registered with the County's e-Procurement Portal.

The Bid, containing all required documents, must be received by 4:00 pm on Thursday, June 13, 2024 electronically. Any required uploaded documents should be in PDF format and be labeled correctly, unless the Bid states otherwise. The PDF document should be titled with the Bidders name and RFB number.

#### **THE COUNTY NOR THE PUBLIC PORTAL PLATFORM WILL ACCEPT LATE SUBMITTALS**

The Bidder should retain a copy of all Bid documents for future reference.

All Bids should be submitted by an officer or employee having authority to bind the Bidder.

### 2.3. Addenda:

All Addenda language issued shall become part of the RFB and Contract documents, and receipt of Addenda must be acknowledged by the Bidder. If issued, Bidders will receive addenda notifications to their email once they have followed the RFB. Failure to acknowledge Addenda which have no effect on the competitive nature of the Bidding process may be a waivable deviation at the County's sole discretion. Ultimately, it is the sole responsibility of each Bidder to periodically check the [County's e-Procurement Portal](#) for any Addenda.

### 2.4. Addenda Distribution:

All Addenda distributed subsequent to the initial distribution of the RFB shall be posted in the [County's e-Procurement Portal](#). It is the responsibility of the Bidder to verify if any Addendum(s) have been issued prior to submitting a Bid to an RFB. No Addendum shall be issued later than five (5) working days prior to the scheduled Bid Opening date.

### 2.5. Additional Evaluation:

The County reserves the right to request any additional information from Bidders after Bid Opening and before award as it may be necessary to assist in review and evaluation of any Bid prior to submittal of a recommendation for award to the Board of County Commissioners.

### 2.6. Americans with Disabilities Act:

In accordance with the Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact the Clay County ADA Coordinator, by mail, at P.O. Box 1366, Green Cove Springs, FL 32043, or by telephone at (904) 269-6300, no later than three (3) days prior to the hearing or proceeding for which this notice has been given. Hearing impaired persons can access the

foregoing telephone number by contacting the Florida Relay service at 1-800-955-8770 (voice), or 1-800-955-8771 (TDD).

## 2.7. Award:

Bid Awards for Request for Bids (RFB), where competitive price offer is the only determining factor, shall be awarded based on the lowest responsive and responsible bid. Awards for alternative competitive processes, such as a Request for Proposal (RFP), Request for Qualification (RFQ), Invitation to Negotiate (ITN), Best Final Offer, or Design-Build, should be based on evaluation criteria specified in the request, in addition to price, to determine what is in the Best Interest of the County.

The term "Lowest Responsive Bid" shall mean the lowest Bid price submitted by a Responsive and Responsible Bidder.

The term "Responsive Bidder" means a Bidder that has submitted a Bid, Proposal or reply that conforms in all material respects to the Request for Bids.

The term "Responsible Bidder" means a Bidder who has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance.

The County reserves the right to make an award either in part or completely, and/or to accept the bid that, in its judgment, will be in the best interest of the County; providing best value to the County with price, technical, and other applicable factors considered.

The County Reserves the right to award to multiple Bidders.

## 2.8. Bid Errors:

In case of unit price Bid items, if an error is committed in the extension of an item, the unit price as shown in the Bid response will govern. Errors between any sum, computed by the Bidder, and the correct sum thereof will be resolved in favor of the correct sum. Bidders are expected to examine the RFB in its entirety. Failure to do so will be at the Bidder's risk.

## 2.9. Bid Preparation Costs:

By submission of a Bid, the Bidder agrees that all costs associated with the preparation of Bid will be the sole responsibility of the Bidder and shall not be borne by the County. The Bidder also agrees that the County bears no responsibility for any costs associated with the preparation of their Bid and/or any administrative or judicial proceedings resulting from the RFB process.

## 2.10. Bid Protests:

Any person who is adversely affected by a RFB, by any Addendum thereto, or by a Bid Decision may file with the County Manager a written notice of Bid Protest no later than 4:30 p.m. on the third Business Day immediately following the date notice is published, with respect to a Request for Bids; no later than 4:30 p.m. on the third Business Day immediately following the date of issuance, with respect to any Addendum; and within 72 hours after the posting of the notice, exclusive of hours occurring during days that are other than Business Days, with respect to a Bid Decision. Full bid protest procedures can be

found in the County Purchasing Policy, Chapter 8 Section (I) which is attached hereto or can be found on the County's website at: <https://www.claycountygov.com/government/purchasing/vendor-information>

### 2.11. Business Registration Requirement:

In accordance with Chapters 605-623, Florida Statutes, in order to do business in the State of Florida, corporations (and other business designations) are required to be registered and in good standing with the Department of State, Department of Corporations. To be eligible to receive a contract and/or purchase order registration must be accomplished prior to the initial posting indicating intent to award to that Supplier. Failure to be registered may be cause for disqualification. Contact the Department of Corporations at (850) 245-6000. Online-filing is available at: <http://dos.myflorida.com/sunbiz>

### 2.12. Cancellation of RFB:

Clay County reserves the right to cancel a RFB at any time prior to approval of the award. The decision to cancel a RFB cannot be the basis for a protest under the Bid Protest Procedures as referenced herein.

### 2.13. Conflict of Interest:

The award hereunder is subject to Chapter 112, Florida Statutes. All Bidders must disclose with their Bid any personal or organizational conflicts of interest pursuant to Section 112.313, Florida Statutes, the name of any officer, director, or agent who is also an employee of the Clay County Board of County Commissioners. Further, all Bidders must disclose the name of any Clay County Board of County Commissioners employee who owns, directly or indirectly, an interest of the Bidder or any of its branches.

### 2.14. Contractor Qualifications and Requirements:

All Contractors must be certified or registered pursuant to Chapter 489, Florida Statutes, or hold a Clay County certification under Article III of Chapter 7 of the Clay County Code, as applicable, at the time of responding to a RFB and must submit evidence of such at the time of submission of any Bid.

The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation. State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work. Said licenses shall be in the Bidder's name as it appears on their Bid. Bidders shall supply a copy of each applicable license showing the appropriate license numbers, with expiration dates as required by the County. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the Bid and/or termination of the Contract. Sub-Contractors Contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County. Said license must be in the name of the Sub-Contractor.

#### The following licensing requirements shall apply when applicable (Contractor Prequalification):

Florida Law and Rules of the State of Florida, Department of Transportation, require Contractors to be prequalified with the Department in order to bid for the performance of road, bridge, or public transportation construction contracts greater than \$250,000.00. The Contractor Prequalification process results in the issuance of a Certificate of Qualification for each successful applicant which lists the

approved work classes and the Maximum Capacity Rating in dollars. It is the responsibility of potential bidders to review the requirement listed on the Pre-Qualification Form and meet the qualifications listed at: <https://www.fdot.gov/contracts/prequal-info/prequalified.shtm>

Contractors not meeting the applicable work types associated with the scope of the work may utilize Sub-Contractors to assist with meeting the requirement of all necessary prequalification work classes.

### 2.15. Copyright Restrictions:

Both the County seal and the County logo are registered for a copyright. Neither the Clay County seal nor the logo may be used or provided to non-Clay County government users for use on company Bids, presentations, etc.

### 2.16. Deviations:

Bidders are hereby advised the County will only consider Bids that meet the RFB requirements in its entirety. In instances where a deviation is stated in the Bid, said Bid will be subject to rejection by the County.

### 2.17. Drug-Free Workplace

Pursuant to Section 287.087, Florida Statutes, whenever two or more bids, proposals, or replies that 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, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 the 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 the 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 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 Florida Statute.

## 2.18. Execution of Contract:

The awarded Bidder may be required to sign a written Contract. Said Contract will evidence in written form the agreement between the parties. The County permits the use of electronic signatures between the County, Suppliers, other agencies, customers, and members of the public in carrying out transactions by entry into Contracts, memorandums, or other types of agreements. Electronic signatures shall have the same force and effect as manual written signatures. Each person signing on behalf of the parties to a Contract must have full authority to execute the Contract on behalf of such party. The use of electronic signatures does not limit the County's right or option to conduct a transaction in non-electronic form nor does it affect the obligation to have original hand-written signatures when required.

## 2.19. Indemnification:

### **Construction Services (per FS 725.06):**

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

### **Design Services (per FS 725.08):**

To the fullest extent permitted by law and in accordance with Section 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the County, including its officers and employees, from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement.

### **Non-construction Services:**

The Contractor shall promptly defend, indemnify, and hold harmless the County, and its directors, officers, employees, representatives, agents, boards and commissions from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines, orders, and/or judgments, either at law or in equity, including court costs, attorneys' fees, professional fees, or other expenses, that may hereafter at any time be made or brought by anyone on account of personal or bodily injury, damage to or loss of property, loss of monies, death, or other loss, arising out of, by reason of, or in any manner connected with or related to the Services provided under this Agreement.

## 2.20. Inquiries/Questions:

Bidders shall submit all inquiries regarding this RFB in the "Question and Answer" Tab of the RFB via the County's e-Procurement Portal, located at <https://procurement.opengov.com/portal/claycounty>. Please note the deadline for submitting inquiries listed in the the RFB's Timetable. Once issued, Bidders will receive addenda notifications to their email once they have followed the RFB.

For more information/instruction on how to submit an inquiry/question, please visit:

<https://opengov.my.site.com/support/s/article/12c62371-147b-45f4-9bcd-cf2ce5f58259>

## 2.21. Insurance Requirements:

Awarded Bidder has 10 days from the execution of the Agreement to provide a Certificate of Insurance that is compliant with the required coverage.

a. **Commercial General Liability**

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

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

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

b. **Business Automobile Liability**

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

c. **Workers' Compensation and Employer's Liability**

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

- Workers Compensation Statutory limits
- Employers Liability \$100,000 Each Accident

\$500,000 Disease Policy

\$100,000 Disease-Each Employee

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

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

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

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

d. **Property Coverage (Builder's Risk)** – *Applies to Construction related Projects*

Coverage must be afforded in an amount not less than 100% of the total Project value, including soft costs, with a deductible of no more than \$25,000 each claim. Named Windstorm Deductibles, if any, must be disclosed to the County.

Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Waiver of Occupancy Clause Endorsement, which will enable the County to occupy the property/structure under construction/renovation during the activity
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment
- LEG2 Coverage or equivalent

For installation of property and/or equipment, Builder's Risk Installation insurance must be provided to include coverage for materials or equipment stored at the Project site, while in transit, or while stored at a temporary location. Coverage limit must be no less than replacement cost.

The Property Coverage (Builder's Risk) policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage, and name the County as a loss payee. Additionally, the County shall be named as an Additional Insured for its interest in the property/structure and for any materials purchased directly by the County. This insurance shall remain in effect until the work is completed and the property has been accepted by the County.

e. **Professional Liability and/or Errors and Omissions** – *Applies to Projects involving Professional Services*

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$1,000,000 aggregate.

Insurance must be kept in force until the third anniversary of the expiration or termination of any Contract that may be entered into between the parties.

f. **Umbrella/Excess Insurance**

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

Providing and maintaining adequate insurance coverage is a material obligation of the Bidder. Upon being awarded the Bid and prior to commencement of the Services, the successful Bidder must deliver valid certificates of insurance for the required insurance coverage to the County's Purchasing Department.

The certificates of insurance for the required coverages, with the exception of Workers' Compensation, Employer's Liability, and Professional Liability, shall name "**Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear**" as "**Additional Insureds**". The coverage shall contain no special limitation on the scope of protection afforded to the County, its employees, agents, officials, boards, and commissions. The certificates of insurance shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificates of insurance will show a

retroactive date, which should be the same date of the initial Contract or prior. The Contract number, Bid number, event dates, or other identifying reference must be listed on the certificates of insurance.

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

The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days’ notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Bidder to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Contract term goes beyond the expiration date of any insurance policy, the Bidder shall provide the County’s Purchasing Department with an updated certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Contract until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Bidder agrees to immediately suspend its operations until replacement insurance is obtained and verified.

Any exclusions or provisions in the insurance maintained by the Bidder that excludes coverage for work or services contemplated under the Bid shall be deemed unacceptable, a material violation of the County’s Bidding requirements, and shall be considered a breach of any Contract entered into after a Bid Award.

It is the successful Bidder’s responsibility to ensure that all independent and subcontractors comply with the insurance requirements. All coverages for independent and subcontractors shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Bidder.

The County Manager may modify the insurance requirements for particular projects and/or Services.

## 2.22. Laws and Regulations:

The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this RFB. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.

## 2.23. No Bid:

Each Bidder not intending to Bid should select the "No-Bid" button on the main screen of the posted RFB.

For more information/instruction on how to submit a "No-Bid", please visit:

<https://opengov.my.site.com/support/s/article/c529de59-be0a-458f-82b0-9aaa0e3dfac1>

## 2.24. No Contact Period:

Bidders are prohibited from contacting, by any means, whether orally, telephonically, electronically or in writing, any member of the Board, any County employee, including the County Manager, the County Attorney or the Commission Auditor, any member of the designated Evaluation Committee or any agent of the County regarding the Request for bids in any respect during the Request for Bid Period.

The Request for Bid Period during which no contact may occur commences from the date of publication of the notice of a Request for Bids and ends upon a Bid Decision becoming final, i.e. after the notice of bid protest period of 72 hours has expired. However, in the event of a notice of protest, the no contact rule continues in place during the Protest Period and does not end until a resolution of the protest has occurred and become final.

The following exceptions exist to the no-contact rule:

- A. Inquiries may be submitted to the Purchasing Department if specifically provided in the Request for Bids;
- B. Pre-bid conferences provided for in the Request for Bids; and
- C. Formal presentations by Bidders to the designated Evaluation Committee or to the Board or any committee thereof specifically contemplated in the Request for Bids.

2.25. Payments:

All payments will be made in accordance with the Local Government Prompt Payment Act; related to non-construction services and construction services, as it may apply.

2.26. Performance and Payment Bond Requirements:

Awarded Bidder has 10 days from the execution of the Agreement to provide a compliant Performance and Payment Bond.

Performance and Payment Bonds are not required for projects of \$200,000.00 or less. Prior to commencement of a project exceeding \$200,000.00, in accordance with F.S. 255.05, the awarded Bidder shall file a 100% Performance Bond and Payment Bond (using Clay County's Standard Form) in the Public Record of Clay County, Florida, Recording Dept./Room 130, 825 North Orange Avenue, Green Cove Springs, Florida 32043. The recorded Performance and Payment Bonds shall be provided prior to the commencement of construction to Clay County Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043. Performance and Payment Bonds must be increased in accordance with any change order increases on the project.

2.27. Public Entity Crimes:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted supplier list following a conviction for a public entity crime may not submit a Bid for a Contract to provide any goods or services to a public entity, may not submit a Bid for a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Sub-Contractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted supplier list. By submitting a Bid - Bidder attests that they have not been placed on the Convicted Supplier List.

### 2.28. Public Records:

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Bidders should be aware that Bids are public record. If the Bidder considers any portion of the documents, data or records within their Bid to be confidential and/or proprietary and which they believe to be exempt from disclosure, the Bidder must mark the document/response as "Confidential" in the applicable section, citing specifically the applicable exempting law and provide the County with a separate redacted copy of its Bid. Each RFB will provide a submittal section for a separate redacted copy.

In the event of a request for public records that is in accordance with the above mentioned authority, to which documents that are marked as confidential are responsive, the County will provide the Redacted Copy to the requestor. The Bidder acknowledges that if the Bidder fails to submit a redacted copy of information it claims is confidential, the County is authorized to produce the entire documents, data or records submitted to the County in answer to a public records request for these records.

### 2.29. Qualification:

The County shall have the right to review the references, experience of assigned personnel, and qualifications of the Bidder in order to make the final determination of acceptability of the Bidder.

At the sole discretion of the County, such determination may result in the Bidder being deemed non-responsive.

### 2.30. Rejection:

The Board reserves the right to reject any and all Bids without cause and to waive technical and nontechnical or non-material defects in the request or submittals of any Bids.

### 2.31. Scrutinized Companies Certification:

In compliance with subsection (5) of Section 287.135(5), Florida Statutes the Bidder certifies that the company is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and is not engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute. The included Scrutinized Companies Certification Form must be completed and returned as part of the Bid.

### 2.32. Sub-Contractors:

The County reserves the right to approve all Sub-Contractors. If Sub-Contractors are to be utilized, their names and references must be included within this Bid. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, Sub-Contractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County.

### 2.33. Use of Contract by other Government Agencies:

At the option of the Bidder, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivision, counties, and cities.

Each governmental agency permitted by the Bidder to utilize this Contract must operate autonomously from other governmental entities. Each agency is accountable for its own procurement and is only liable for the goods or services it orders, receives, and accepts. No agency assumes liability solely by participating in this bid and subsequent contract award.

### 2.34. Supplier Debarment:

By submitting a Bid, the Bidder certifies that it is not currently debarred from submitting Bids for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting Bids for contracts issued by any subdivision or agency of the State of Florida.

### 2.35. Waiver of Formalities/Rejection of Bids:

The County reserves the right to waive formalities in any Bid, to reject any or all Bids with or without cause, to waive irregularities, and waive technical and non-technical or non-material defects in the Bid document or submittal of any Bid. Bids in which the prices obviously are unbalanced will be rejected. The County reserves the right to reject any and all Bids and to re-advertise for all or any part of this solicitation as deemed in its best interest.

### 2.36. Withdrawal of Bid:

Bids may be withdrawn by selecting "Unsubmit Proposal" at the bottom of the Bidders "OpenGov Proposal" screen before the date and time for receiving Bids has expired. Negligence on the part of the Bidder in preparing a Bid is not grounds for withdrawal or modification of a Bid after such Bid has been opened by the County. Bidders may not withdraw or modify a Bid after the appointed Bid Opening, and Bids will be in force for a minimum of One Hundred and Twenty (120) days after the Bid Opening. Bidders may not assign or otherwise transfer their Bids.

For more information/instruction on how to Withdrawal a Bid, please visit:

<https://opengov.my.site.com/support/s/article/4f4218bf-7da6-4fc6-b0c3-7eade0776ebe>

### 3. Scope of Work

#### 3.1. Purpose

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

#### 3.2. Scope

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

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

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

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

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

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

#### **Responsibility:**

Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of various equipment and amenities for parks and playground equipment or amenities ordered, unless otherwise specified by the County. The County may elect, in certain circumstances, to

purchase only materials and have those materials installed by others (e.g., volunteers, County staff). These items will be shipped to a designed location and off-loaded by the bidder or bidder's representative.

### 3.3. Method of Ordering

The County may generate a Request for Quotation, on an "as needed" basis, for park and playground equipment and/or ball field lighting, lighting installation, and court surfacing together with a request for additional services required to complete that project (see attached Quote sample sheet). The County reserves the right to send such Request for Quotation to any or all awarded bidders. The Request for Quotation can define the project exactly or the Request for Quotation can describe a desired end result, allowing the bidder to design the park or playground site.

After generating a Request for Quotation for a project, and before bidder's submission of its quotation in response to the Request for Quotation, the County may require requested bidder (s) to attend a site visit with County personnel to familiarize the bidder(s) with the site and determine additional services that may be required to complete the project. Bidders will be responsible for the accuracy of all fixed measurements.

The bidder's quotation in response to the Request for Quotation must contain each of the following:

- A detailed breakdown of the cost for the entire project. Descriptions of additional services related to the project, together with their price, shall also be listed.
- Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.
- Names of any and all subcontractors on the project. It is understood the bidder remains responsible for project completion and acceptance by the County. The County reserves the right to reject any quotation in response to a Request for Quotation if said quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.
- Project Completion Date.
- Include an updated catalog, if needed and updated MSRP lists for the park and play equipment specifically quoted.

The County will generate purchase orders as a result of approved "Request for Quotations" submitted, at the sole discretion of the County. The County reserves the right to not award to any, or to use other available bids or contracts when in the best interest of the County.

### 3.4. Administrative Fee (Piggybacking)

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

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

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

### 3.5. Qualification of Installers

If a bidder utilizes a sub-contracted installer for any park or playground equipment, lighting, or court surfacing a list of sub-contracted installers must be included with this bid. Additionally, upon request the bidder must supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer.

### 3.6. Catalogs and Manufacturer Suggested Retail Price (MSRP) Lists

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

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

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

### 3.7. Compliance With Laws and Codes

Bidders must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal safety regulations. The following publications (issue in effect on date of invitation to bid) shall form a part of this specification:

A. American Society for Testing and Materials (ASTM)

ASTM-F1487 Standards – Methods of testing Playground Equipment for Public Use  
ASTM-F1292 Standards - Method for testing various surfacing materials to determine their “critical height” (the fall height below which a life-threatening head injury would not be expected to occur)

Copies may be obtained from the:  
American Society for Testing and Materials  
100 Barr Harbor Drive  
West Conshohocken, PA 19428

B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety.

Copies may be obtained from the:  
US Consumer Product Safety Commission  
4330 East West Highway  
Bethesda, MD 20814  
(301) 504-7923

C. National Playground Safety Institute (NPSI) – identification of 12 leading causes of injuries on playgrounds.

Copies may be obtained from the:  
National Recreation and Park Association  
22377 Belmont Ridge Road  
Ashburn, VA 20148-4150  
(703) 858-0784

D. Americans with Disabilities Act (ADA) Regulations for Title III, Appendix A, Standards for Accessible Design, issued by the Department of Justice.

Copies may be obtained by calling:  
(800) 514-0301

Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements, Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the County a certificate so stating the equipment /surfacing and its installation meet all Federal and State requirements as outlined in the above publications.

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any if the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

### 3.8. Award

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

### 3.9. Site Inspections

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

### 3.10. Work Hours

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

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

### 3.11. Permit & Fees

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

For questions about permitting please contact:

Clay County Building Department

Phone: (904) 269-6307

Email: [permits@claycountygov.com](mailto:permits@claycountygov.com)

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

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

### 3.12. Clean up & Restoration of Site

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

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

### 3.13. Bidder and Subcontractor Requirements

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

### 3.14. Subcontractors and Major Material Suppliers

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

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

### 3.15. Damage to Public or Private Property

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

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

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

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

### 3.16. Compliance with Occupation Safety and Health Act

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

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

### 3.17. Unsatisfactory Equipment and/or Services

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

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

### 3.18. Payment

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

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

### 3.19. Warranty

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

### 3.20. Term

The term of bid award for various equipment and amenities for parks and playgrounds will be **three (3) years, with two (2) one (1) year renewal options**. Discounts from this solicitation shall prevail for the full duration of the contract and including subsequent extensions. The County reserves the right to use other available bids or contracts when in the best interest of the County.

### 3.21. Performance Evaluation

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

### 3.22. Cancellation of Contract

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

### 3.23. Additional Services

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

## 4. Supplier Questionnaire

### 4.1. Response Acknowledgement \*

The Bidder acknowledges the following:

The Bidder respond to this RFB in the manner that is being requested of me.

**The Bidder is not to add embedded links to any documents unless requested in bid, as they will not be accessed / reviewed / evaluated. Hyperlinks are defined as a link from a hypertext file or document to another location or file, typically activated by clicking on a highlighted word or image on the screen.**

**When a document is required to be uploaded, it must be in PDF format. If the document is not in PDF format, it will not be accessed / reviewed / evaluated.**

**The Bidder is not to add any hyperlinks or embedded links to response boxes within the questionnaire, as they will not be accessed / reviewed / evaluated.**

Please confirm

\*Response required

### 4.2. Certification \*

**Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements, Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the County a certificate so stating the equipment /surfacing and its installation meet all Federal and State requirements as outlined in the above publications.**

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any if the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

Please confirm

\*Response required

### 4.3. Cooperative Contract\*

The Contractor agrees to extend provisions and pricing of this contract to any Municipal, County, Public Utility, Educational Institution, Hospital, or any other non-profit or governmental organization.

Governmental entities wishing to use this contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. The cooperative entities are responsible fir obtaining all certificates of insurance and bonds required. Clay County makes no guarantee of usage by other users of this contract.

A 1.5 percent administrative fee on Eligible Revenues will be paid to the County for any contracts/purchase orders the Contractor receives or agrees to enter into with other entities under the provisions and pricing of this contract. The Contractor shall provide quarterly Volume Sales Reports to the County about additional sales to other entities under the provisions and pricing of this Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price;

and shall include all transactions pertaining to sales under the contract provisions and pricing for that Reporting Period. Contractor shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Contractor to provide quarterly reports as required, may be deemed breach of the contract. All payments of administrative fees are due 30 calendar days after the closing of each quarter. A late penalty of 15 percent on the value of the rebate may be assessed to the Contractor for each month the payments are not received. All sales shall include the 1.5 percent administrative fee.

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

Please confirm

\*Response required

#### 4.4. Proprietary/Confidential Information\*

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Bidders should be aware that Bids are public record.

If the Bidder considers any portion of the documents, data or records within their Bid to be confidential and/or proprietary and which they believe to be exempt from disclosure, **the Bidder must mark the document/response as “Confidential” in the applicable section, citing specifically the applicable exempting law and provide the County with a separate redacted copy of its Bid.**

In the event of a request for public records that is in accordance with the above mentioned authority, to which documents that are marked as confidential are responsive, the County will provide the Redacted Copy to the requestor.

The Bidder acknowledges that if the Bidder fails to submit a redacted copy of information it claims is confidential, the County is authorized to produce the entire documents, data or records submitted to the County in answer to a public records request for these records.

Please confirm

\*Response required

#### 4.5. Separate Redacted Copy of Bid

**If Question Number 2: Proprietary/Confidential Information is Applicable to you, please read/ follow the instructions below:**

Once you have completed all sections of this RFB, create a document that is comprised of the information you have provided.

Redact any portion of the documents, data or records within your Bid that you believe to be confidential and/or proprietary and which you believe to be exempt from disclosure and upload the Redacted copy here.

**4.6. Section 287.05701, Florida Statutes - Prohibition against considering social, political, or ideological interests in government contracting\***

Bidders are hereby notified of the provision of section 287.05701, Florida Statutes, as amended, that the Clay County Board of County Commissioners will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder.

The Bidder acknowledges they were notified of the provisions in section 287.05701, Florida Statutes.

Please confirm

\*Response required

**4.7. Drug-Free Workplace \***

Pursuant to Section 287.087, Florida Statutes, whenever two or more bids, proposals, or replies that 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, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 the 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 the 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 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.

Does the Bidders business certify that it has implemented a drug-free workplace program?  
Please answer yes or no below.

- Yes  
 No

\*Response required

#### 4.8. [Drug-Free Workplace Policy](#)

If the Bidders Company has a drug-free workplace policy, please upload such policy.

#### 4.9. [Term Acknowledgement \\*](#)

The Bidder acknowledges that they have thoroughly reviewed the term outlined in the Scope of Work.

Please confirm

\*Response required

#### 4.10. [Approved Designated Signee\\*](#)

Please enter the First and Last Name and email address of the authorized Signee for your Company.

\*Response required

#### 4.11. [Company Phone Number\\*](#)

Please enter a valid phone number.

\*Response required

#### 4.12. [Company Remittance Address\\*](#)

Please enter a valid remittance address.

\*Response required

#### 4.13. [W-9 \\*](#)

Please fill out the attached W-9.

- [W-9 \(2024\).pdf](#)

\*Response required

#### 4.14. [SunBiz Verification\\*](#)

Please enter your EIN number here

\*Response required

#### 4.15. [Confirmation of Insurance\\*](#)

The Bidder understands that they must provide **certificate(s)** of insurance.

**Certificates** of insurance shall meet or exceed the requirements listed in **Section 2. Instructions to Bidders** of this RFB.

Failure to provide proof of insurance that meets or exceeds the requirements listed in **Section 2. Instructions to Bidders** may result in a Bidder being deemed non-responsive and therefore removed from consideration.

Please confirm

\*Response required

**4.16. Proof of Insurance\***

Provide certificate(s) of insurance.

Certificates of insurance shall meet or exceed the requirements listed in **Section 2. Instructions to Bidders** of this RFB.

Failure to provide proof of insurance that meets or exceeds the requirements listed in **Section 2. Instructions to Bidders** may result in a Bidder being deemed non-responsive and therefore removed from consideration.

Please upload Insurance document(s) here.

\*Response required

**4.17. References\***

Please provide three (3) references for Contracts with similar Scopes as listed in this RFB. Each references should listed in the required format below:

**REFERENCE ONE**

Company/Entity Name:

Address:

City, State & Zip Code:

Contact Person:

Telephone:

Email Address:

Dates of Service:

Project Name:

Type of Service:

Additional Comments:

**REFERENCE TWO**

Company Name:

Address:

City, State & Zip Code:

Contact Person:

Telephone:

Email Address:

Dates of Service:

Project Name:

Type of Service:

Additional Comments:

**REFERENCE THREE**

Company Name:

Address:

City, State & Zip Code:

Contact Person:

Telephone:

Email Address:

Dates of Service:

Project Name:

Type of Service:

Additional Comments:

\*Response required

**4.18. [Scrutinized Companies Certification\\*](#)**

Please download the below documents, complete, and upload.

- [Scrutinized Companies Certi...](#)

\*Response required

**4.19. [E-Verify\\*](#)**

Please download the below documents, complete, and upload.

- [E-Verify.pdf](#)

\*Response required

**4.20. [Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion\\*](#)**

Please download the below documents, complete, and upload.

- [Certification Regarding Deb...](#)

\*Response required

**4.21. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion\***

Please enter your legal company name.

\*Response required

**4.22. Conflict of Interest Disclosure: \***

County Employee: Please mark yes or no if you work for Clay County as an employee.

Yes

No

\*Response required

**4.23. Conflict of Interest Disclosure: \***

An outside personal economic relationship which affords present or future financial benefits to an employee, his family or to individuals with whom he has business or financial ties may be considered a conflict of interest requiring evaluation by the County Manager.

Please select one of the options below:

I certify that neither my family nor myself are employees of the County and will benefit financially by doing business with Clay County.

I have a conflict of interest with the County and require a evaluation by the County Manager.

\*Response required

**4.24. Conflict of Interest Disclosure:\***

Please identify yourself, family member or other conflict of interest.

Please enter N/A if this does not apply.

\*Response required

**4.25. Licenses / Certifications\***

The Bidder shall list all current licenses and certifications held in the format listed below:

License Name:

License #:

Issuing Agency:

Expiration Date:

\*Response required

**4.26. Licenses / Certifications\***

Please upload a copy of each current license or certification provided in the response above.

\*Response required

#### 4.27. [Conflict of Interest Disclosure Form](#) \*

Please download the below documents, complete, and upload.

- [CONFLICT OF INTEREST DISCLO...](#)

\*Response required

#### 4.28. [EFT Authorization Form](#) \*

Please download the below documents, complete, and upload.

- [EFT FORM.pdf](#)

\*Response required

#### 4.29. [Pricing & Additional Information](#)

- General Pricing
- Sports Lighting Pricing
- Sports Lighting Installers Pricing
- Court Surfacing Pricing
- Equipment & Parts Warranties
- Subcontractors
- Example Quote Sheet

##### 4.29.1. [General Pricing](#) \*

Please download the pricing document below, complete, and upload. **Multiple sheets may be utilized.**

- [Equip Spreadsheet.pdf](#)

\*Response required

##### 4.29.2. [Sports Lighting Pricing](#) \*

Please upload pricing for any and all sports lighting provided.

\*Response required

##### 4.29.3. [Sports Lighting Installers Pricing](#) \*

Please provide a list of sports lighting installers and their pricing. Information should include company name, address, phone number and contact name.

\*Response required

##### 4.29.4. [Court Surfacing Pricing](#) \*

Please download the below documents, complete, and upload.

- [Addendum No. 1 COURT SURFAC...](#)

\*Response required

*4.29.5. Equipment & Parts Warranties\**

Please download the below documents, complete, and upload.

- [WARRANTY INFORMATION FORM -...](#)

\*Response required

*4.29.6. Sub-Contractor - Equipment Installers \**

Please download the below documents, complete, and upload.

- [Subcontractor Installers - ...](#)

\*Response required

*4.29.7. Example Request for Quotation\**

I acknowledge that I have reviewed the Example Request for Quotation Form provided in the Attachments section of this RFB (Attachment I).

Please confirm

\*Response required





## Various Equipment and Amenities for Parks and Recreation

Last updated by [Addendum #2](#) on Jun 10, 2024 9:56 AM

[See what changed](#)

\$ Invitation For Bid

Parks and Recreation

28527, 28555, 28556, 33500, 51500... show all

**Project ID:** 23/24-074

**Release Date:** Thursday, May 16, 2024

**Due Date:** Thursday, June 13, 2024 4:00pm

Posted Friday, May 24, 2024 12:25pm

*All dates & times in Eastern Time*

## Addenda & Official Notices

Addenda & Notices issued following the posting of the project

<a href="#">All</a>	3
<a href="#">Addenda</a>	2
<a href="#">Notices</a>	1

### Addendum #1

Jun 7, 2024 2:42 PM

Per this Addendum, the following sections have changed:

- Section 29.4 - Updated Pricing Sheet

Please use the [See What Changed](#) link to view all the changes made by this addendum.

[See What Changed](#)

---

## Addendum #2

*Jun 10, 2024 9:56 AM*

---

Per Addendum No. 2, the following changes have been made:

- Section 29.1, General Pricing - Updated Pricing Sheet

Please use the [See What Changed](#) link to view all the changes made by this addendum.

[See What Changed](#)

 [Section\\_29.1,\\_General\\_Pricing.pdf](#)

---

## Official Notice #1: Official Notice #1; Notice of Intent to Award

*Jul 24, 2024 9:39 AM*

---

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

Date of Posting: 7/24/2024

Time of Posting: 8:30 AM

End of Protest Period: 7/29/2024

End of Protest Period: 8:30 AM

**MASTER LIST**

Distributor	Manufacturer	Product	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
360 Recreation LLC (888)360-7275 sales@360recreation.com	Play Mart	Playground equipment	3.5%	2.0%	<a href="https://360recreation.com/msrp">https://360recreation.com/msrp</a>	Request Quote	Digital Copy
	Nature of Early Play by Play Mart	Early Childhoods outdoor play and learning products (Infant - 5YO)	3.5%	2.0%	<a href="https://360recreation.com/msrp">https://360recreation.com/msrp</a>	Request Quote	Digital Copy
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Blue Imp	Playground equipment	3.5%	2.0%	<a href="https://360recreation.com/msrp">https://360recreation.com/msrp</a>	Request Quote	Digital Copy
	Modern Shade	Fabric Tension Shade Structures	3.5%	2.0%	<a href="https://360recreation.com/msrp">https://360recreation.com/msrp</a>	Request Quote	Digital Copy
	<b>Manufacturer</b>	<b>Product</b>	<b>Discount Allowed from MSRP</b>	<b>Installation Discount</b>	<b>Catalog Provided</b>	<b>Current MSRP List Supplied</b>	<b>Warranty</b>
	Playcraft Systems	Playground - Composite Steel	5.0%	35.0%	<a href="http://www.playcraftsystems.com">www.playcraftsystems.com</a>	See PDF Attachment	Digital Copy
	Grounds for Play	Playground-Composite Plastic	5.0%	35.0%	<a href="http://www.groundsforplay.com">www.groundsforplay.com</a>	See PDF Attachment	Digital Copy
	Ultraplay	Playground	5.0%	35.0%	<a href="http://www.ultraplay.com">www.ultraplay.com</a>	See PDF Attachment	Digital Copy
	Id Sculpture	Playground-GFRc Sculptures	5.0%	35.0%	<a href="http://www.idsculpture.com">www.idsculpture.com</a>	See PDF Attachment	Digital Copy
	Freenotes Harmony Park	Playground Music	5.0%	35.0%	<a href="http://www.freenotesharmony.com">www.freenotesharmony.com</a>	See PDF Attachment	Digital Copy
	SRP Shade	Shade Structures	5.0%	35.0%	<a href="http://www.srpshade.com">www.srpshade.com</a>	See PDF Attachment	Digital Copy
	Action Fit	Fitness Equipment - Outdoor	5.0%	35.0%	<a href="http://www.actionfitoutdoors.com">www.actionfitoutdoors.com</a>	See PDF Attachment	Digital Copy
APS Borders	Playground borders and ramps	5.0%	35.0%	<a href="http://www.actionplaysystems.com">www.actionplaysystems.com</a>	see Playspace services, pg. 16	Digital Copy	
Sports Play	Playground	5.0%	35.0%	<a href="http://www.sportsplayinc.com">www.sportsplayinc.com</a>	See PDF Attachment	Digital Copy	
Dynamo	Playground	5.0%	35.0%	<a href="http://www.dynamoplaygrounds.com">www.dynamoplaygrounds.com</a>	See PDF Attachment	Digital Copy	
Ultrasite	Playground	5.0%	35.0%	<a href="http://www.ultra-site.com">www.ultra-site.com</a>	See PDF Attachment	Digital Copy	
Bison	Sports Equipment	5.0%	35.0%	<a href="http://www.bisoninc.com">www.bisoninc.com</a>	See PDF Attachment	Digital Copy	
Playspace Services	Installation Services and playground safety surfacing	5.0%	varies	<a href="http://www.playspaceservices.com">www.playspaceservices.com</a>	See PDF Attachment	Digital Copy	
Rubber Designs	Playground Safety Surfacing	5.0%	varies	<a href="http://www.rubberdesigns.com">www.rubberdesigns.com</a>	See PDF Attachment	Digital Copy	
Watersplash	Waterplay	5.0%	65.0%	<a href="http://www.watersplashnet.com">www.watersplashnet.com</a>	See PDF Attachment	Digital Copy	
Cedar Forest Products	Shelters	5.0%	35.0%	<a href="http://www.cedarforestproducts.com">www.cedarforestproducts.com</a>	See PDF Attachment	Digital Copy	
Kay Park	Playground Site Furnishings	5.0%	35.0%	<a href="http://www.kaypark.com">www.kaypark.com</a>	See PDF Attachment	Digital Copy	
Tuuci	Shade Umbrellas	5.0%	35.0%	<a href="http://www.tuuci.com">www.tuuci.com</a>	See PDF Attachment	Digital Copy	

Icon Shelters	Shelters		5.0%	40.0%								
Forever Lawn	Playground synthetic Turf		varies, see price sheet	varies, see price sheet							See PDF Attachment	Digital Copy
NRS Bleachers	Bleachers		5.0%	35.0%							See PDF Attachment	Digital Copy
Playtopia	Playground		5.0%	35.0%							See PDF Attachment	Digital Copy
Jay Pro	Sports Equipment		5.0%	35.0%							See PDF Attachment	Digital Copy
ADA Wood Mulch	ADA EWF Playground surfacing		varies, see price sheet	varies, see price sheet							See PDF Attachment	Digital Copy
Polysoft Surfacing	Aquatic and Playground Surfacing		varies, see price sheet	varies, see price sheet							See PDF Attachment	Digital Copy
Dero Bike Racks	Bike Racks		5.0%	35.0%							See PDF Attachment	Digital Copy
DogIPot	Dog Parks		5.0%	35.0%							See PDF Attachment	Digital Copy
Frog Furnishings	Outdoor Furniture		5.0%	35.0%							See PDF Attachment	Digital Copy
RCP Shelters	Shelters		5.0%	40.0%							See PDF Attachment	Digital Copy
FlexGround	EPDM Safety Surfacing		5.0%	35.0%							See PDF Attachment	Digital Copy
SRP Amenities	Outdoor site furnishings		5.0%	35.0%							See PDF Attachment	Digital Copy
<b>Manufacturer</b>	<b>Product</b>		<b>Discount Allowed from MSRP</b>	<b>Installation Discount</b>							<b>Current MSRP List Supplied</b>	<b>Warranty</b>
Action Play	Borders, ADA Ramps, Wear Mats, GaGa Ball Pits		5.0%	Priced per Job							See PDF Attachment	Digital Copy
American Mulch	Engineered Wood Mulch		5.0%	Priced per Job							Request Quote	N/A
Athletic Connection	Athletic and Sporting Equipment and Supplies		5.0%	Priced per Job							See PDF Attachment	Digital Copy
Bark Park	Agility Equipment, Courses, & Amenities		8.0%	50.0%							See PDF Attachment	Digital Copy
Big Toys	Playground Equipment		10.0%	65.0%							See PDF Attachment	Digital Copy
Burbank Sports Netting	Sports Netting		5.0%	Priced per Job							See PDF Attachment	Digital Copy
Cedar Forest Products	Pavilions, Shelters, Pre-fab Restrooms		5.0%	Priced per Job							See PDF Attachment	Digital Copy
CemRock	Custom GFRC Play Features & Sculptural Elements		5.0%	Priced per Job							Request Quote	Digital Copy
Childworks	Playground & Swing Components & Hardware		5.0%	Priced per Job							See PDF Attachment	Digital Copy
Colorado Time Systems	Electronic Scoreboards & Video Displays		5.0%	Priced per Job							Request Quote	Digital Copy
Compac Filtration	Wet Playgrounds, Splash Pads, & FRP Pool Water Slides		10.0%	Priced per Job							Request Quote	Digital Copy

Dero	Bike Parking, Shelters, Lockers & Streetscapes	5.0%	Priced per Job	<a href="http://www.dero.com">www.dero.com</a>	See PDF Attachment	Digital Copy
Dog on it Park	Agility Equipment, Courses, & Amenities	5.0%	Priced per Job	<a href="http://www.dog-on-it-parks.com">www.dog-on-it-parks.com</a>	See PDF Attachment	Digital Copy
Doty & Son Concrete	Precast Trash Rec, Benches, Planters, & Customized Products	5.0%	Priced per Job	<a href="http://www.dotyconcrete.com">www.dotyconcrete.com</a>	Request Quote	Digital Copy
Dura Play - Dura Bound	Playground Safety Surfacing	5.0%	Priced per Job	<a href="http://www.duraplay.com">www.duraplay.com</a>	Request Quote	Digital Copy
DynaCushion	Wearmats, Climber & Activity Products	5.0%	Priced per Job	<a href="http://www.dynacushion.com">www.dynacushion.com</a>	Request Quote	Digital Copy
Dynamo	Playground Equipment	5.0%	65.0%	<a href="http://www.dynamoplaygrounds.com">www.dynamoplaygrounds.com</a>	See PDF Attachment	Digital Copy
East Coast Mulch	Engineered Wood Mulch	5.0%	Priced per Job	<a href="http://www.eastcoastmulch.com">www.eastcoastmulch.com</a>	Request Quote	N/A
Electro Mech Scoreboard	Electronic Scoreboards & Video Displays	10.0%	Priced per Job	<a href="http://www.electro-mech.com">www.electro-mech.com</a>	See PDF Attachment	Digital Copy
Elephant Play	Playground Equipment	10.0%	65.0%	<a href="http://www.elephantplay.com">www.elephantplay.com</a>	Request Quote	Digital Copy
Everlast Climbing	Playground Equipment	10.0%	65.0%	<a href="http://www.everlastclimbing.com">www.everlastclimbing.com</a>	See PDF Attachment	Digital Copy
Express Mulch	Engineered Wood Mulch	5.0%	Priced per Job	<a href="http://www.expressmulchblowing.com">www.expressmulchblowing.com</a>	Request Quote	N/A
Fibar	Engineered Wood Mulch	10.0%	Priced per Job	<a href="http://www.fibar.com">www.fibar.com</a>	Request Quote	N/A
First Coast Mulch	Engineered Wood Mulch	5.0%	Included	<a href="http://www.firstcoastmulch.com">www.firstcoastmulch.com</a>	Request Quote	N/A
Forestry Resources	Engineered Wood Mulch	5.0%	Priced per Job	<a href="http://www.gomulch.com">www.gomulch.com</a>	Request Quote	N/A
Forte	Borders, ADA Ramps, Wear Mats	5.0%	Priced per Job	<a href="http://www.forteproducts.com">www.forteproducts.com</a>	See PDF Attachment	YES
Gared Sports	Athletic and Sporting Equipment and Supplies	10.0%	Priced per Job	<a href="http://www.garedperfsports.com">www.garedperfsports.com</a>	See PDF Attachment	YES
GT Grandstands	Stadium Grandstands & Bleachers	10.0%	Priced per Job	<a href="http://www.gtgrandstands.com">www.gtgrandstands.com</a>	Request Quote	Upon Request
Harmony Freenotes	Playground Musical Instruments	5.0%	Priced per Job	<a href="http://www.freenotes-harmony-park.com">www.freenotes-harmony-park.com</a>	See PDF Attachment	Digital Copy
Jayhawk Plastics	Recycled Site Amenities Tables, Benches, Trash Rec	10.0%	Priced per Job	<a href="http://www.jayhawk.com">www.jayhawk.com</a>	See PDF Attachment	Digital Copy
JayPro Sports	Athletic and Sporting Equipment and Supplies	5.0%	Priced per Job	<a href="http://www.jayprosports.com">www.jayprosports.com</a>	See PDF Attachment	Digital Copy
Jensen Swings	Playground Swings Accessories	5.0%	Priced per Job	<a href="http://www.jensenswing.com">www.jensenswing.com</a>	See PDF Attachment	Digital Copy
Kay Park	Park Accessories & Site Amenities	5.0%	Priced per Job	<a href="http://www.kaypark.com">www.kaypark.com</a>	See PDF Attachment	Digital Copy
Madrax	Bike Parking, Shelters, Lockers & Streetscapes	5.0%	Priced per Job	<a href="http://www.madrax.com">www.madrax.com</a>	See PDF Attachment	Digital Copy
Modern Shade	Sun Shade Structures & Umbrellas	5.0%	Priced per Job	<a href="http://www.modernshadellc.com">www.modernshadellc.com</a>	Request Quote	Digital Copy

Most Dependable	Drinking Fountains, Showers, Misters, Dog Fountains, Grills, & Bike Parking	5.0%	Priced per Job	<a href="http://www.mostdependable.com">www.mostdependable.com</a>	See PDF Attachment	Digital Copy
Murdock Fountains	Drinking Fountains, Showers, Misters, Dog Fountains	5.0%	Priced per Job	<a href="http://www.murdockmfg.com">www.murdockmfg.com</a>	See PDF Attachment	Digital Copy
National Recreation	Bleachers & Team Beam Benches	5.0%	Priced per Job	<a href="http://www.bleachers.net">www.bleachers.net</a>	See PDF Attachment	Digital Copy
Outback Shelters	Picnic Pavilions, Shelters, Pole Barns, Shade Structures & Accessories	10.0%	Priced per Job	NO WEBSITE	See PDF Attachment	Digital Copy
Play and Park	Playground Equipment	10% Swings	65.0%	<a href="http://www.playandpark.com">www.playandpark.com</a>	See PDF Attachment	Digital Copy
Playguard	Playground Safety Surfacing	5.0%	Priced per Job	<a href="http://www.playguardsurfacing.com">www.playguardsurfacing.com</a>	Request Quote	Upon Request
Playsafe Surfacing	Playground Safety Surfacing	5.0%	Priced per Job	<a href="http://www.playsafesurfacingllc.com">www.playsafesurfacingllc.com</a>	See PDF Attachment	Digital Copy
Playsafer	Playground Safety Surfacing	5.0%	Priced per Job	<a href="http://www.playsafer.com">www.playsafer.com</a>	See PDF Attachment	Digital Copy
Reeds Metal	Pavilions, Shelters & Garages	5.0%	Priced per Job	<a href="http://www.reedsmetals.com">www.reedsmetals.com</a>	Request Quote	Digital Copy
Sandee Sod, Inc.	Construction Support & Products for Bliss Products & Services, Concrete, Landscaping, ect.	5.0%	Priced per Job	<a href="http://www.sandeesod.com">www.sandeesod.com</a>	Request Quote	Digital Copy
Shade America	Sun Shade Structures & Umbrellas	10.0%	Priced per Job	<a href="http://www.shadeamerica.us">www.shadeamerica.us</a>	Request Quote	Digital Copy
Shaw Industries	Flooring Products	5.0%	Priced per Job	<a href="http://www.shawfloors.com">www.shawfloors.com</a>	Request Quote	Upon Request
Spectrum Aquatics	Pool Products & Supplies	5.0%	Priced per Job	<a href="http://www.spectrumproducts.com/collections/all">www.spectrumproducts.com/collections/all</a>	Request Quote	Digital Copy
Spohn Ranch/Tru Ride	Skateboard Parks	5.0%	Priced per Job	<a href="http://www.spohnranch.com">www.spohnranch.com</a>	Request Quote	Upon Request
Sportsfield Specialties	Sports Construction Equipment	5.0%	Priced per Job	<a href="http://www.sportsfield.com">www.sportsfield.com</a>	Request Quote	Upon Request
Sportsplay	Athletic and Sporting Equipment and Supplies	5.0%	Priced per Job	<a href="http://www.sportsplayinc.com">www.sportsplayinc.com</a>	See PDF Attachment	Digital Copy
Structural Wood Systems	Pavilions, Shelters, Lam-Beam Structures	5.0%	Priced per Job	<a href="http://www.structuralwood.com">www.structuralwood.com</a>	Request Quote	Digital Copy
Superior Products, Inc.	Site Amenities, Shade Structures, Playground Accessories	5.0%	Priced per Job	<a href="http://www.superiorrecreationalproducts.com">www.superiorrecreationalproducts.com</a>	Request Quote	Digital Copy
Tennis Unlimited	Court Surfacing	5.0%	Priced per Job	NO WEBSITE	Request Quote	Digital Copy
Ultra Action Fitness	Outdoor Fitness Equipment	5.0%	Priced per Job	<a href="http://www.ultra-site.com/outdoor-fitness">www.ultra-site.com/outdoor-fitness</a>	See PDF Attachment	Digital Copy
Ultra Play	Playground Equipment, Musical Instruments	5.0%	Priced per Job	<a href="http://www.ultraplay.com">www.ultraplay.com</a>	See PDF Attachment	Digital Copy

Ultra Site	Site Amenities, Picnic Tables, Benches, Trash Rec, Bike Racks, Grills, ect.	5.0%	Priced per Job	<a href="http://www.ultra-site.com">www.ultra-site.com</a>	See PDF Attachment	Digital Copy
Umbrella Source	Umbrellas	5.0%	Priced per Job	<a href="http://www.UmbrellaSource.com">www.UmbrellaSource.com</a>	Request Quote	Digital Copy
Wood Mulch Products	Engineered Wood Mulch	5.0%	Priced per Job	<a href="http://www.woodmulchproducts.com">www.woodmulchproducts.com</a>	Request Quote	N/A
X-Grass	Artificial Turf	5.0%	Priced per Job	<a href="http://www.xgrass.com">www.xgrass.com</a>	Request Quote	Digital Copy
Zeagers Wood Products	Engineered Wood Mulch	5.0%	Priced per Job	<a href="http://zeagers.com">zeagers.com</a>	Request Quote	N/A
ID Sculpture	Custom GFRC Play Features & Sculptural Elements	5.0%	Priced per Job	<a href="http://www.idsculpture.com">www.idsculpture.com</a>	Request Quote	Digital Copy
Manufacturer Greensfields Outdoor Fitness Inc.	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Manufacturer	Outdoor Fitness Equipment	2%	2%	Physical Catalog	Physical Catalog	Digital Copy
FairPlay	Scoreboards and Scoreboard Accessories for all sports	10%	10%	Catalog Provided	Current MSRP List Supplied	Warranty
Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Industrial Shadeports	Shade structures, scultures, canopies, playground structures, equipment, carpports, dugouts, etc.	5%	5%	Physical Catalog	Physical Catalog	"Confidential"
Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Kompan A/S	Playground & Fitness Equipment	9%	4%	<a href="https://publications.kompan.com/us/main-catalog-2024-wop/">https://publications.kompan.com/us/main-catalog-2024-wop/</a>	See PDF Attachment	Digital Copy
Freenotes Harmony, LLC	Outdoor Musical Instruments	9%	4%	<a href="https://www.flipsnack.com/77669E77C6F7023-freenotes-harmony-park-digital-catalog/full-view.html">https://www.flipsnack.com/77669E77C6F7023-freenotes-harmony-park-digital-catalog/full-view.html</a>	See PDF Attachment	Digital Copy
Shade America	Shades for playground areas	4%	4%	<a href="http://shadeamerica.us/">http://shadeamerica.us/</a>	Request Quote	Digital Copy
Shad Systems	Shades for playground areas	4%	4%	<a href="https://shadesystemsinc.com/playgrounds/">https://shadesystemsinc.com/playgrounds/</a>	Request Quote	Digital Copy
Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Superior Play	Playground Equipment	4%	35%	<a href="https://www.korkat.com/wp-content/uploads/korkat-2024-Superior-Recreational-Products-Playgrounds-Catalog-1.pdf">https://www.korkat.com/wp-content/uploads/korkat-2024-Superior-Recreational-Products-Playgrounds-Catalog-1.pdf</a>	Physical Catalog	

Greenfields Outdoor Fitness Inc. (949) 535-1975  
sabina@greenfieldsfitness.com

i2Visual (239) 687-3223 john.hose@i2visual.com

Industrial Shadeports, Inc (954) 755-0661  
sales@shadeports.com

KOMPAN Playgrounds matmil@kompan.com

Lanier Plans Inc. dba Korkat shane@korkat.com

Grounds for Play	Playground Equipment	4%	35%	<a href="https://www.korkat.com/wp-content/uploads/Korkat-2023-2024-Grounds-For-Play-Catalog-Updated-10-17-23.pdf">https://www.korkat.com/wp-content/uploads/Korkat-2023-2024-Grounds-For-Play-Catalog-Updated-10-17-23.pdf</a>	Physical Catalog	
Superior Amenities	Tables, benches, trash receptacles, bleachers, dog parks, fitness equipment	4%	35%	<a href="https://www.korkat.com/wp-content/uploads/Korkat-2024-Superior-Site-Amenities-Catalog-12-20-23.pdf">https://www.korkat.com/wp-content/uploads/Korkat-2024-Superior-Site-Amenities-Catalog-12-20-23.pdf</a>	Physical Catalog	
Thomas Steele	Tables, benches, chairs, bike racks, umbrellas	4%	35%	<a href="https://www.korkat.com/wp-content/uploads/Korkat-2024-Thomas-Steele-Catalog.pdf">https://www.korkat.com/wp-content/uploads/Korkat-2024-Thomas-Steele-Catalog.pdf</a>	Physical Catalog	
Superior Shade	Shade Structures	4%	90%	<a href="https://www.korkat.com/wp-content/uploads/Korkat-2024-Superior-Recreational-Products-Shade-Catalog.pdf">https://www.korkat.com/wp-content/uploads/Korkat-2024-Superior-Recreational-Products-Shade-Catalog.pdf</a>	Physical Catalog	
Coverwox	Shelters	4%	90%	<a href="https://www.korkat.com/wp-content/uploads/COVERWORK-5th-EDITION-2022.pdf">https://www.korkat.com/wp-content/uploads/COVERWORK-5th-EDITION-2022.pdf</a>	Physical Catalog	
Barks & Rec	Dog Park Playground & Accessories	4%	35%	<a href="https://www.korkat.com/wp-content/uploads/2024-Barks-anb-Rec-Catalog.pdf">https://www.korkat.com/wp-content/uploads/2024-Barks-anb-Rec-Catalog.pdf</a>	Physical Catalog	
DogPot	Dog Park Playground & Accessories	4%	35%	<a href="https://www.korkat.com/wp-content/uploads/Korkat-2024-DOGIPOT-CATALOG.pdf">https://www.korkat.com/wp-content/uploads/Korkat-2024-DOGIPOT-CATALOG.pdf</a>	Physical Catalog	
Outdoor Safety Surfacing	EPDM	4%	100%	<a href="https://www.korkat.com/wp-content/uploads/Outdoor-Safety-Surfacing-Brochure.pdf">https://www.korkat.com/wp-content/uploads/Outdoor-Safety-Surfacing-Brochure.pdf</a>	Physical Catalog	
<b>Manufacturer</b>	<b>Product</b>	<b>Discount Allowed from MSRP</b>	<b>Installation Discount</b>	<b>Catalog Provided</b>	<b>Current MSRP List Supplied</b>	<b>Warranty</b>
M Gay Constructors	Sport Field Lighting	See Attached Bid Pricing Form	X	X	X	Digital Copy
<b>Manufacturer</b>	<b>Product</b>	<b>Discount Allowed from MSRP</b>	<b>Installation Discount</b>	<b>Catalog Provided</b>	<b>Current MSRP List Supplied</b>	<b>Warranty</b>
Miracle Recreation	Playground Equipment, Site Amenities, Playground Surfacing, Shade	\$0-\$999 = List Price \$1,000-\$4,999 = 3% \$5,000-\$14,999=8% \$15,000-\$24,999=13% \$25,000-\$49,999=17% \$50,000-\$99,999=20% \$100,000 Plus =23%	30% of LIST PRICE	<a href="https://secure.viewer.zmags.com/publication/53aac96d/#/53aac96d/1">https://secure.viewer.zmags.com/publication/53aac96d/#/53aac96d/1</a>	See PDF Attachment	Digital Copy

M Gay Constructors Inc mgcsheby@gmail.com

Miracle Recreation  
miracle@ruenorthrecreation.com

USA Shade	Shade Structures	\$1,000-\$19,999=3% \$20,000-\$49,999=6% \$50,000 Plus = 10%	Priced Per Job	<a href="https://www.usa-shade.com">https://www.usa-shade.com</a>	See PDF Attachment	Digital Copy
Wabash Valley	Site Amenities	5%	Priced Per Job	<a href="https://www.wabashvalley.com">https://www.wabashvalley.com</a>	See PDF Attachment	Digital Copy
No Fault	Playground Surfacing	5%	Priced Per Job	<a href="https://nofault.com/">https://nofault.com/</a>	See PDF Attachment	Digital Copy
IMC NuPlay	Playground Surfacing	10%	Priced Per Job	<a href="https://imcoutdoorliving.com/commercials-product/#roundsmart-nugget-mulch/">https://imcoutdoorliving.com/commercials-product/#roundsmart-nugget-mulch/</a>	See PDF Attachment	N/A
Douglas Sports	Sports Equipment, netting, etc.	5%	Priced Per Job	<a href="https://douglas-sports.com/">https://douglas-sports.com/</a>	Online	N/A
Key Park	Site Amenities	5%	Priced Per Job	<a href="https://keypark.com/">https://keypark.com/</a>	Online	N/A
MYTCoat	Site Amenities	5%	Priced Per Job	<a href="https://mytcoat.com/">https://mytcoat.com/</a>	Online	N/A
RCP Shelters	Site Amenities - Shelters	5%	Priced Per Job	<a href="https://www.rcpselters.com/">https://www.rcpselters.com/</a>	Online	Digital Copy
<b>Manufacturer</b>	<b>Product</b>	<b>Discount Allowed from MSRP</b>	<b>Installation Discount</b>	<b>Catalog Provided</b>	<b>Current MSRP List Supplied</b>	<b>Warranty</b>
Musco Sports Lighting	Sport Field Lighting	X	X	Request	See PDF Attachment	Digital Copy
<b>Manufacturer</b>	<b>Product</b>	<b>Discount Allowed from MSRP</b>	<b>Installation Discount</b>	<b>Catalog Provided</b>	<b>Current MSRP List Supplied</b>	<b>Warranty</b>
Neveco Sports	Scoreboards, Video Displays, Indoor/Outdoor Sound Systems, Timing Systems	10%	N/A	Request	Request	Digital Copy
<b>Manufacturer</b>	<b>Product</b>	<b>Discount Allowed from MSRP</b>	<b>Installation Discount</b>	<b>Catalog Provided</b>	<b>Current MSRP List Supplied</b>	<b>Warranty</b>
NSP Park Services	Court Surfacing	X	X	Request	See PDF Attachment	X
<b>Manufacturer</b>	<b>Product</b>	<b>Discount Allowed from MSRP</b>	<b>Installation Discount</b>	<b>Catalog Provided</b>	<b>Current MSRP List Supplied</b>	<b>Warranty</b>
Outdoorlink Inc.	Cellular-based monitoring and control systems (Smart Controller 2.0)	10%-25% (Based on Volume)	Request Quote	Physical	Physical Direct Sales Sole Source	Digital Copy
Outdoorlink Inc.	Smart Controller 2.0 Service	5%-20% (Based on Service Plan Terms)	Included with SL-4-AC Controller	Physical	Physical	Digital Copy
Outdoorlink Inc.	Dimmer Add-on Feature	25% per unit	Included with feature purchase	Physical	Physical	Digital Copy

Musco Sports Lighting, LLC (800) 825-6030  
musco.contracts@musco.com

Neveco Sports, LLC jscott@neveco.com

NSP Park Services (904) 466-3645  
custsv@nsparkservices.com

Outdoorlink Inc (256) 885-9768  
dave@outdoorlinkinc.com

Outdoorlink Inc.	Weather Add-on Feature	50% per unit	Included with feature purchase	Physical	Physical	Digital Copy
Lighting Technologies A Division of Outdoorlink Inc.	LED light and needed infrastructures	5% Total per structure	TBD if install is requested	Physical	Physical	Digital Copy
<b>Manufacturer</b>	<b>Product</b>	<b>Discount Allowed from MSRP</b>	<b>Installation Discount</b>	<b>Catalog Provided</b>	<b>Current MSRP List Supplied</b>	<b>Warranty</b>
GameTime	Playground Equipment	10%	35%	Request	Request	Digital Copy
GameTime	Site Amenities	5%	35%	Request	Request	Digital Copy
<b>Manufacturer</b>	<b>Product</b>	<b>Discount Allowed from MSRP</b>	<b>Installation Discount</b>	<b>Catalog Provided</b>	<b>Current MSRP List Supplied</b>	<b>Warranty</b>
PlayWorld	Playgrounds, Shade	3%	40%	playmoreonline.com/claycounty	Online	Digital Copy
Berliner	Playgrounds	3%	40%	playmoreonline.com/claycounty	Online	Digital Copy
Cre8Play	Playgrounds	3%	40%	playmoreonline.com/claycounty	Online	Digital Copy
ExoFit	Outdoor Fitness	3%	40%	playmoreonline.com/claycounty	Online	Digital Copy
Premier Polysteel	Site Furnishings	3%	69%	playmoreonline.com/claycounty	Online	Digital Copy
Americana	Shelters, Gazebos	3%	104%	playmoreonline.com/claycounty	Online	Digital Copy
Dog on It	Dog Parks	3%	69%	playmoreonline.com/claycounty	Online	Digital Copy

PlayCore Wisconsin, Inc. DBA GameTime  
courtney.crawford@gametime.com

Playmore West, Inc. (239) 791-2400  
luker@playmoreonline.com

Superior Site Amenities	Site Furnishings	3%	69%	playmoreonline.com/claycounty	Online	Digital Copy
Wabash	Site Furnishings	3%	69%	playmoreonline.com/claycounty	Online	Digital Copy
SportsPlay	Playgrounds	3%	40%	playmoreonline.com/claycounty	Online	Digital Copy
USA Shade	Shade Structures	3%	147%	playmoreonline.com/claycounty	Online	Digital Copy
Zeager	Surfacing	3%	See Price List	playmoreonline.com/claycounty	Online	Digital Copy
The Mulch & Soil Co	Surfacing	3%	See Price List	playmoreonline.com/claycounty	Online	Digital Copy
Rubber Designs	Surfacing	3%	See Price List	playmoreonline.com/claycounty	Online	Digital Copy
The Recreational Group	Surfacing	3%	See Price List	playmoreonline.com/claycounty	Online	Digital Copy
Robertson Tot Turf	Surfacing	3%	See Price List	playmoreonline.com/claycounty	Online	Digital Copy
Pro-Techs	Surfacing	3%	See Price List	playmoreonline.com/claycounty	Online	Digital Copy
Vitriturf	Surfacing	3%	See Price List	playmoreonline.com/claycounty	Online	Digital Copy

Playspace Services (321) 775-0600  
 info@playspaceservices.com

No Fault	Surfacing	3%	See Price List	playmoreonline.com/claycounty	Online	Digital Copy
Sunshine Turf	Surfacing	3%	See Price List	playmoreonline.com/claycounty	Online	Digital Copy
<b>Manufacturer</b>	<b>Product</b>	<b>Discount Allowed from MSRP</b>	<b>Installation Discount</b>	<b>Catalog Provided</b>	<b>Current MSRP List Supplied</b>	<b>Warranty</b>
Playcraft Systems	Installation Playground - Composite Steel		35%	<a href="http://www.playcraftsystems.com">www.playcraftsystems.com</a>	See PDF Attachment	Request
Grounds for Play	Installation Playground - Composite Plastic		35%	<a href="http://www.groundsforplay.com">www.groundsforplay.com</a>	See PDF Attachment	Request
Ultraplay	Installation Playground		35%	<a href="http://www.ultraplay.com">www.ultraplay.com</a>	See PDF Attachment	Request
Id Sculpture	Installation Playground - GFRC Sculptures		35%	<a href="http://www.idsculpture.com">www.idsculpture.com</a>	See PDF Attachment	Request
Freenotes Harmony Park	Installation Playground Music		35%	<a href="http://www.freenotesharmonyark.com">www.freenotesharmonyark.com</a>	See PDF Attachment	Request
SRP Shade	Installation Shade Structures		35%	<a href="http://www.srpshade.com">www.srpshade.com</a>	See PDF Attachment	Request
Action Fit	Installation Fitness Equipment - Outdoor		35%	<a href="http://www.actionfitoutdoors.com">www.actionfitoutdoors.com</a>	See PDF Attachment	Request
APS Borders	Installation Playground borders and ramps		35%	<a href="http://www.actionplaysystems.com">www.actionplaysystems.com</a>	See Playspace Services, pg. 16	Request
Sports Play	Installation Playground		35%	<a href="http://www.sportspayinc.com">www.sportspayinc.com</a>	See PDF Attachment	Request

Dynamo	Installation Playground		35%	<a href="http://www.dynamoplaygrounds.com">www.dynamoplaygrounds.com</a>	See PDF Attachment	Request
Ultrasite	Installation Playground		35%	<a href="http://www.ultra-site.com">www.ultra-site.com</a>	See PDF Attachment	Request
Bison	Installation Sports Equipment		35%	<a href="http://www.bisoninc.com">www.bisoninc.com</a>	See PDF Attachment	Request
Playspace Services	Supply and Installation Services and Playground Safety Surfacing		varies	<a href="http://www.playspaceservices.com">www.playspaceservices.com</a>	See PDF Attachment	Request
Rubber Designs	Supply and Installation Playground Safety Surfacing	5%	varies	<a href="http://www.rubberdesigns.com">www.rubberdesigns.com</a>	See PDF Attachment	Request
Watersplash	Installation Waterplay		65%	<a href="http://www.watersplashnet.com">www.watersplashnet.com</a>	See PDF Attachment	Request
Cedar Forest Products	Installation Shelters		35%	<a href="http://www.cedarforestproducts.com">www.cedarforestproducts.com</a>	See PDF Attachment	Request
Kay Park	Installation Playground Site Furnishings		35%	<a href="http://www.kaypark.com">www.kaypark.com</a>	See PDF Attachment	Request
Tuuci	Installation Shade Umbrellas		35%	<a href="http://www.tuuci.com">www.tuuci.com</a>	See PDF Attachment	Request
Icon Shelters	Installation Shelters		40%	<a href="http://www.iconshelters.com">www.iconshelters.com</a>	See PDF Attachment	Request
Forever Lawn	Installation and supply of Playground Synthetic Turf	varies, see price sheet	varies, see price sheet	<a href="http://www.foreverlawn.com">www.foreverlawn.com</a>	See Playspace Services Catalog	Request
NRS Bleachers	Installation Bleachers		35%	<a href="http://www.bleachers.net">www.bleachers.net</a>	See PDF Attachment	Request

Playtopia	Installation Playground		35%	<a href="http://www.playtopia.com">www.playtopia.com</a>	See PDF Attachment	Request
Jay Pro	Installation Sports Equipment		35%	<a href="http://www.laypro.com">www.laypro.com</a>	See PDF Attachment	Request
ADA Wood Mulch	Supply and Installation ADA EWF Playground Surfacing	varies, see price sheet	varies, see price sheet	<a href="http://www.playspaceservices.com">www.playspaceservices.com</a>	See PDF Attachment	Request
Polysoft Surfacing	Supply and Installation Aquatic & Playground Surfacing	varies, see price sheet	varies, see price sheet	<a href="http://www.polysoftsurfaces.com">www.polysoftsurfaces.com</a>	See PDF Attachment	Request
Dero Bike Racks	Installation Bike Racks		35%	<a href="http://www.dero.com">www.dero.com</a>	See PDF Attachment	Request
DogIPot	Installation Dog Parks		35%	<a href="http://www.dogipot.com">www.dogipot.com</a>	See PDF Attachment	Request
Frog Furnishings	Installation Outdoor Furniture		35%	<a href="http://www.frogfurnishings.com">www.frogfurnishings.com</a>	See PDF Attachment	Request
RCP Shelters	Installation Shelters		40%	<a href="http://www.rcpshelters.com">www.rcpshelters.com</a>	See PDF Attachment	Request
FlexGround	Supply and Installation EPDM Safety Surfacing		35%	<a href="http://www.flexground.com">www.flexground.com</a>	See PDF Attachment	Request
SRP Amenities	Installation Outdoor Site Furnishings		35%	<a href="http://www.srp-siteamenities.com">www.srp-siteamenities.com</a>	See PDF Attachment	Request
<b>Manufacturer</b>	<b>Product</b>	<b>Discount Allowed from MSRP</b>	<b>Installation Discount</b>	<b>Catalog Provided</b>	<b>Current MSRP List Supplied</b>	<b>Warranty</b>
RCP Shelters	Manufactured Tube Steel Site Amenities	15%	15%	<a href="https://www.rcpshelters.com/wp-content/uploads/2023/10/RCP-Shelters-2022-TubeSteel-Catalog.pdf">https://www.rcpshelters.com/wp-content/uploads/2023/10/RCP-Shelters-2022-TubeSteel-Catalog.pdf</a>	See PDF Attachment	Digital Copy

Regal Contractors Inc. (561) 906-7321  
 regalcontractorsinc@gmail.com

RCP Shelters	Manufacturer	Manufactured Laminated Wood Site Amenities	15%	15%	Installation Discount	Catalog Provided	See PDF Attachment	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	15%	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Shade Systems Inc.	Installation of Shades, Sails	N/A		150%	No	No	Request
	Apollo Sunguard Systems Inc.	Installation of Shades, Sails	N/A		150%	No	No	Request
	RCP Shelters Inc.	Installation of Sails, Gazebos, Pavilions	N/A		150%	No	No	Request
	Poligon by Porter	Installation of Gazebos	N/A		150%	No	No	Request
	Ball Fabrics	Installation Shades, Sails, Privacy Fence Screening	N/A		150%	No	No	Request
	Landscape Structures Inc.	Installation of Playgrounds, Shades, Sails	N/A		40%	No	No	Request
	GameTime	Playground Installation	N/A		45%	No	No	Request
	Playworld Systems Inc.	Playground Installation	N/A		40%	No	No	Request
	Playpower Lt Farmington/Little Tikes Commercial	Playground Installation	N/A		45%	No	No	Request

<https://www.rcpshelters.com/wp-content/uploads/2023/10/RCP-Shelters-2022-Lam@Wood-Catalog.pdf>

Miracle Recreation	Playground Installation	N/A	45%	<u>No</u>	No	Request
Playcore Branded Products	Playground Installation, Shades, Sails, Site Furnishings	N/A	150%	<u>No</u>	No	Request
Greenfields Outdoor Fitness	Fitness Equipment Installation	N/A	50%	<u>No</u>	No	Request
Ultra Site	Playground Installation	N/A	45%	<u>No</u>	No	Request
Dumor Site Furnishings	Site Furnishing Installation	N/A	75%	<u>No</u>	No	Request
Wausau Tile, Inc.	Site Furnishing Installation	N/A	100%	<u>No</u>	No	Request
Freenotes Harmony Park	Playground Installation	N/A	45%	<u>No</u>	No	Request
ExoFit	Installation of Outdoor Fitness Equipment	N/A	75%	<u>No</u>	No	Request
Berliner	Playground Installation	N/A	50%	<u>No</u>	No	Request
<b>Manufacturer</b>	<b>Product</b>	<b>Discount Allowed from MSRP</b>	<b>Installation Discount</b>	<b>Catalog Provided</b>	<b>Current MSRP List Supplied</b>	<b>Warranty</b>
Landscape Structures Inc.	Playground Equipment	2%	N/A	<a href="https://issuu.com/rep/services/docs/2024_lsl_play_catalogue_with_imprint?r=xKAE9_zU1NO">https://issuu.com/rep/services/docs/2024_lsl_play_catalogue_with_imprint?r=xKAE9_zU1NO</a>	Physical List	Digital Copy

Rep Services: (407) 831-9658  
sales@rep-services.com

Skyways	Shade Structures, Pavilions, Shelters	2%	N/A	<a href="https://issuu.com/repservices/docs/2024-skyways_catalog-with-imprint?fr=xKAE9_zU1NQ">https://issuu.com/repservices/docs/2024-skyways_catalog-with-imprint?fr=xKAE9_zU1NQ</a>	Physical List	Digital Copy
Polygon Shelters	Shelters, Pavilions, Shade Structures	2%	N/A	<a href="https://issuu.com/repservices/docs/polygoncatalog-2023?fr=xKAE9_zU1NQ">https://issuu.com/repservices/docs/polygoncatalog-2023?fr=xKAE9_zU1NQ</a>	Priced Per Job	Digital Copy
Aquatix	Aquatic Spray Features and Mechanical Packages	2%	N/A	<a href="https://issuu.com/repservices/docs/2024-aquatixcatalog-with-imprint">https://issuu.com/repservices/docs/2024-aquatixcatalog-with-imprint</a>	Priced Per Job	Digital Copy
DuMor	Site Furnishings	2%	N/A	<a href="https://issuu.com/repservices/docs/2024-dumor_catalog?fr=xKAE9_zU1NQ">https://issuu.com/repservices/docs/2024-dumor_catalog?fr=xKAE9_zU1NQ</a>	Physical List	Digital Copy
Anova	Site Furnishings	2%	N/A	<a href="https://issuu.com/repservices/docs/2020-anova_catalog?fr=syzhNQ1MIT53MQ">https://issuu.com/repservices/docs/2020-anova_catalog?fr=syzhNQ1MIT53MQ</a>	Physical List	Digital Copy
2by2 Industries, LLC	Playground Timbers, Ramps, Stakes	2%	N/A	<a href="https://issuu.com/repservices/docs/2024-product_catalog?fr=xKAE9_zU1NQ">https://issuu.com/repservices/docs/2024-product_catalog?fr=xKAE9_zU1NQ</a>	Physical List	Digital Copy
iMulch, Inc	Engineered Wood Fiber	2%	N/A	N/A	Physical List	N/A
No Fault Safety Surfacing	Poured in Place Rubber Surfacing Products	2%	N/A	<a href="https://issuu.com/repservices/docs/nfs_catalog-2022">https://issuu.com/repservices/docs/nfs_catalog-2022</a>	Physical List	Digital Copy
Tot Turf Safety Surfacing	Poured in Place Rubber Surfacing Products	2%	N/A	<a href="https://issuu.com/repservices/docs/robertsonrecreationalsurfaces_catalog">https://issuu.com/repservices/docs/robertsonrecreationalsurfaces_catalog</a>	Physical List	Digital Copy
Forever Lawn	Synthetic Turf Surfacing Products	2%	N/A	<a href="https://issuu.com/repservices/docs/foreverlawn?e=1884579/4320678">https://issuu.com/repservices/docs/foreverlawn?e=1884579/4320678</a>	Physical List	Digital Copy
Safe4Play	Synthetic Turf Surfacing Products	2%	N/A	N/A	Physical List	Digital Copy

Rosette Equipment Co. (904) 271-0561  
jrose20@comcast.net

Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Kidstuff PlaySystems	Sports Equipment, Playground Equipment, Park Equipment, Benches	10%	12%	<a href="http://www.kidstuffplay.com">www.kidstuffplay.com</a>	See PDF Attachment	Request
Sports Play	Sports Equipment, Playground Equipment, Park Equipment, Benches	10%	12%	<a href="http://www.sportslavinc.com">www.sportslavinc.com</a>	See PDF Attachment	Request
Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Shade Systems, Inc.	Pre-Engineered Fabric Tensioned Shade Structures	10%	10%	<a href="https://shadesystemsinc.com/contact-us/#cat0">https://shadesystemsinc.com/contact-us/#cat0</a>	See PDF Attachment	Digital Copy
Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
BCI Burke	Playgrounds, Shades, Outdoor Fitness Dog PA	5%	0% Installation Discount 55% Fixed Percentage of cost after discounts of Equipment	<a href="#">Physical Catalog</a>	<a href="#">Physical Catalog</a>	
Lappset	Playgrounds, Outdoor Fitness	5%	0% Installation Discount 55% Fixed Percentage of cost after discounts of Equipment	<a href="#">Physical Catalog</a>	<a href="#">Physical Catalog</a>	
Grounds for Play	Playgrounds	5%	0% Installation Discount 55% Fixed Percentage of cost after discounts of Equipment	<a href="#">Physical Catalog</a>	<a href="#">Physical Catalog</a>	

Installation % is off of our discounted price of 35% that Distributor gets

Installation % is off of our discounted price of 35% that Distributor gets

Shade Systems Inc. (800) 609-6066  
jeremy@shadesystemsinc.com

Top Line Recreation Inc. (386) 575-8359  
soniap@toplinerec.com

Percussion Play	Musical Playgrounds Equipment	5%	0% Installation Discount 55% Fixed Percentage of cost after discounts of Equipment	<a href="#">Physical Catalog</a>	<a href="#">Physical Catalog</a>	
Equiparc	Site Furnishings - Benches, tables, trash receptacles	3%	0% Installation Discount 55% Fixed Percentage of cost after discounts of Equipment	<a href="#">Physical Catalog</a>	<a href="#">Physical Catalog</a>	
Productos	Shades	5%	0% Installation Discount 125% Fixed Percentage of cost after discounts of Equipment	<a href="#">Physical Catalog</a>	<a href="#">Physical Catalog</a>	
Shade Systems	Shades	5%	0% Installation Discount 125% Fixed Percentage of cost after discounts of Equipment	<a href="#">Physical Catalog</a>	<a href="#">Physical Catalog</a>	
Americana	Pavilions, Shelters, Gazebos	5%	0% Installation Discount 125% Fixed Percentage of cost after discounts of Equipment	<a href="#">Physical Catalog</a>	<a href="#">Physical Catalog</a>	



# Rep Services, Inc. Response

## CONTACT INFORMATION

Company

Rep Services, Inc.

Email

sales@repservices.com

Contact

Nathan Almon

Address

165 West Jessup Ave  
Longwood, FL 32750-4146

Phone

(407) 831-9658

Website

<https://repservices.com/>

Submission Date

Jun 11, 2024 2:33 PM

## ADDENDA CONFIRMATION

Addendum #1

*Confirmed Jun 10, 2024 11:31 AM by Nathan Almon*

Addendum #2

*Confirmed Jun 10, 2024 11:31 AM by Nathan Almon*

## QUESTIONNAIRE

### 1. Response Acknowledgement \*

The Bidder acknowledges the following:

The Bidder respond to this RFB in the manner that is being requested of me.

**The Bidder is not to add embedded links to any documents unless requested in bid, as they will not be accessed / reviewed / evaluated. Hyperlinks are defined as a link from a hypertext file or document to another location or file, typically activated by clicking on a highlighted word or image on the screen.**

**When a document is required to be uploaded, it must be in PDF format. If the document is not in PDF format, it will not be accessed / reviewed / evaluated.**

**The Bidder is not to add any hyperlinks or embedded links to response boxes within the questionnaire, as they will not be accessed / reviewed / evaluated.**

Confirmed

## **2. Certification \***

Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements, **Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the County a certificate so stating the equipment /surfacing and its installation meet all Federal and State requirements as outlined in the above publications.**

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

Confirmed

## **3. Cooperative Contract\***

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

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

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

Confirmed

## **4. Proprietary/Confidential Information\***

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Bidders should be aware that Bids are public record.

If the Bidder considers any portion of the documents, data or records within their Bid to be confidential and/or proprietary and which they believe to be exempt from disclosure, **the Bidder must mark the document/response as "Confidential" in the applicable section, citing specifically the applicable exempting law and provide the**

**County with a separate redacted copy of its Bid.**

In the event of a request for public records that is in accordance with the above mentioned authority, to which documents that are marked as confidential are responsive, the County will provide the Redacted Copy to the requestor.

The Bidder acknowledges that if the Bidder fails to submit a redacted copy of information it claims is confidential, the County is authorized to produce the entire documents, data or records submitted to the County in answer to a public records request for these records.

Confirmed

**5. Separate Redacted Copy of Bid**

**If Question Number 2: Proprietary/Confidential Information is Applicable to you, please read/ follow the instructions below:**

Once you have completed all sections of this RFB, create a document that is comprised of the information you have provided.

Redact any portion of the documents, data or records within your Bid that you believe to be confidential and/or proprietary and which you believe to be exempt from disclosure and upload the Redacted copy here.

*No response submitted*

**6. Section 287.05701, Florida Statutes - Prohibition against considering social, political, or ideological interests in government contracting\***

Bidders are hereby notified of the provision of section 287.05701, Florida Statutes, as amended, that the Clay County Board of County Commissioners will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder.

The Bidder acknowledges they were notified of the provisions in section 287.05701, Florida Statutes.

Confirmed

**7. Drug-Free Workplace \***

Pursuant to Section 287.087, Florida Statutes, whenever two or more bids, proposals, or replies that 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, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 the 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 the 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 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.

Does the Bidders business certify that it has implemented a drug-free workplace program? Please answer yes or no below.

Yes

#### 8. Drug-Free Workplace Policy

If the Bidders Company has a drug-free workplace policy, please upload such policy.

 [Drug\\_Free\\_Workplace.pdf](#)

#### 9. Term Acknowledgement \*

The Bidder acknowledges that they have thoroughly reviewed the term outlined in the Scope of Work.

Confirmed

#### 10. Approved Designated Signee\*

Please enter the First and Last Name and email address of the authorized Signee for your Company.

Nathan Almon

#### 11. Company Phone Number\*

Please enter a valid phone number.

407-831-9658


#### 12. Company Remittance Address\*

Please enter a valid remittance address.

165 W Jessup Ave, Longwood, FL 32750-4146

#### 13. W-9 \*

Please fill out the attached W-9.

 [W-9 \(2024\).pdf](#)

 [00002 - RSI W-9 2024.pdf](#)

#### 14. SunBiz Verification\*

Please enter your EIN number here

59-2978507

[Click to Verify](#) Value will be copied to clipboard

**15. Confirmation of Insurance\***

The Bidder understands that they must provide **certificate(s)** of insurance.

**Certificates** of insurance shall meet or exceed the requirements listed in **Section 2. Instructions to Bidders** of this RFB.

Failure to provide proof of insurance that meets or exceeds the requirements listed in **Section 2. Instructions to Bidders** may result in a Bidder being deemed non-responsive and therefore removed from consideration.

Confirmed

**16. Proof of Insurance\***

Provide certificate(s) of insurance.

Certificates of insurance shall meet or exceed the requirements listed in **Section 2. Instructions to Bidders** of this RFB.

Failure to provide proof of insurance that meets or exceeds the requirements listed in **Section 2. Instructions to Bidders** may result in a Bidder being deemed non-responsive and therefore removed from consideration.

Please upload Insurance document(s) here.

 [RSI Signed COI RSI-Clay County Board of County Commissioners.pdf](#)

**17. References\***

Please provide three (3) references for Contracts with similar Scopes as listed in this RFB. Each references should listed in the required format below:

**REFERENCE ONE**

Company/Entity Name:

Address:

City, State & Zip Code:

Contact Person:

Telephone:

Email Address:

Dates of Service:

Project Name:

Type of Service:

Additional Comments:

**REFERENCE TWO**

Company Name:

Address:

City, State & Zip Code:

Contact Person:

Telephone:

Email Address:

Dates of Service:

Project Name:

Type of Service:

Additional Comments:

**REFERENCE THREE**

Company Name:

Address:

City, State & Zip Code:

Contact Person:

Telephone:

Email Address:

Dates of Service:

Project Name:

Type of Service:


Additional Comments:

 [RSI References.pdf](#)

**18. Scrutinized Companies Certification\***

Please download the below documents, complete, and upload.

 [Scrutinized Companies Certification.pdf](#)

 [RSI Signed - Scrutinized Companies Cert.pdf](#)

**19. E-Verify \***

Please download the below documents, complete, and upload.


 [E-Verify.pdf](#)

 [RSI Signed E-Verify.pdf](#)

**20. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion\***

Please download the below documents, complete, and upload.

 [Certification Regarding Debarment.pdf](#)

 [RSI Signed Certification Regarding Debarment.pdf](#)

---

**21. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion\***

Please enter your legal company name.

Rep Services, Inc.

[Click to Verify](#). Value will be copied to clipboard

---

**22. Conflict of Interest Disclosure: \***

County Employee: Please mark yes or no if you work for Clay County as an employee.

No

---

**23. Conflict of Interest Disclosure: \***

An outside personal economic relationship which affords present or future financial benefits to an employee, his family or to individuals with whom he has business or financial ties may be considered a conflict of interest requiring evaluation by the County Manager.

Please select one of the options below:

I certify that neither my family nor myself are employees of the County and will benefit financially by doing business with Clay County.

---

**24. Conflict of Interest Disclosure:\***

Please identify yourself, family member or other conflict of interest.

Please enter N/A if this does not apply.

N/A

---

**25. Licenses / Certifications\***

The Bidder shall list all current licenses and certifications held in the format listed below:

License Name:

License #:

Issuing Agency:

Expiration Date:

License Name: Pitts, Johnny James

License #:General Contracting CGC1508223

Issuing Agency: State of Florida

Expiration Date: August 31, 2024

License Name: Pitts, Johnny James

License #: Roofing License CCC1330597

Issuing Agency: State of Florida

Expiration Date: August 31, 2024

## 26. Licenses / Certifications\*

Please upload a copy of each current license or certification provided in the response above.

 [Rep\\_Services\\_State\\_Roofing\\_Lic\\_2023.pdf](#)

 [Rep\\_Services\\_State\\_GC\\_Lic\\_2023.pdf](#)

## 27. Conflict of Interest Disclosure Form \*

Please download the below documents, complete, and upload.

 [CONFLICT OF INTEREST DISCLOSURE FORM.docx.pdf](#)


 [RSI\\_Signed\\_CONFLICT\\_OF\\_INTEREST\\_DISCLOSURE\\_FORM.docx.pdf](#)

**Please Note:** Responses to this question may be publicly displayed after the due date has passed.

## 28. EFT Authorization Form\*

Please download the below documents, complete, and upload.

 [EFT\\_FORM.pdf](#)

 [RSI\\_Signed\\_EFT\\_Form.pdf](#)

## 29. Pricing & Additional Information

- General Pricing
- Sports Lighting Pricing
- Sports Lighting Installers Pricing
- Court Surfacing Pricing
- Equipment & Parts Warranties
- Subcontractors
- Example Quote Sheet

### 29.1. General Pricing \*

Please download the pricing document below, complete, and upload. **Multiple sheets may be utilized.**


 [Equip\\_Spreadsheet.pdf](#)

 [RSI\\_Signed\\_-\\_1\\_Form\\_Percent\\_Discount\\_-\\_PDF\\_FORM.pdf](#)


 [RSI\\_Signed\\_-\\_2\\_Form\\_Percent\\_Discount\\_-\\_PDF\\_FORM.pdf](#)


 [RSI\\_Signed\\_-\\_3\\_Form\\_Percent\\_Discount\\_-\\_PDF\\_FORM.pdf](#)


 [Equip\\_Spreadsheet.pdf](#)

 [2024-2025\\_PGG-Surfacing\\_Price\\_list.pdf](#)


 [2024-2025\\_EWF-Playground\\_Turf.pdf](#)

 [2024-2025\\_PIP-Surfacing\\_Price\\_list.pdf](#)

 [2025.0 LSI Price List.pdf](#)

 [2025.0 ANO Price List.pdf](#)


 [2025.0 DUM Price List.pdf](#)

 [2025.0 2by2 Price List.pdf](#)

---

### 29.2. Sports Lighting Pricing\*


Please upload pricing for any and all sports lighting provided.

 [RSI-29.2.pdf](#)

---

### 29.3. Sports Lighting Installers Pricing\*

Please provide a list of sports lighting installers and their pricing. Information should include company name, address, phone number and contact name.


 [RSI-29.3.pdf](#)

---

### 29.4. Court Surfacing Pricing\*

Please download the below documents, complete, and upload.


 [Addendum No. 1 COURT SURFACING PRICING.xlsx](#)

 [RSI-29.4.pdf](#)

---

### 29.5. Equipment & Parts Warranties\*

Please download the below documents, complete, and upload.

 [WARRANTY INFORMATION FORM - PDF FORM.pdf](#)

 [RSI Signed Warranty Information Form.pdf](#)

---

### 29.6. Sub-Contractor - Equipment Installers \*

Please download the below documents, complete, and upload.

 [Subcontractor Installers - PDF FORM.pdf](#)

 [RSI Signed Subcontractor Installers.pdf](#)

---

### 29.7. Example Request for Quotation\*

I acknowledge that I have reviewed the Example Request for Quotation Form provided in the Attachments section of this RFB (Attachment I).

Confirmed

