6

**SUBJECT: PIGGYBACK THE CLAY COUNTY FLORIDA VARIOUS EQUIPMENT & AMENITIES FOR PARKS AND PLAYGROUNDS**

**BID #:PSC-0313-24** **OPEN DATE:**

**GENERAL GOVERNMENT AWARDS COMMITTEE**

**KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM DATE OF EXECUTED CONTRACT THROUGH JUNE 5, 2024 WITH TWO (2) ONE (1) YEAR RENEWAL (NONE REMAINING)**

**AGENCY: Natural and Marine Resources**

**BASIS OF AWARD**: PER PIGGYBACK CONTRACT

**NUMBER OF BIDS INVITED:** ( ) **NUMBER RECEIVED**: ( ) **OTHER** ( )

**SUMMARY OF BIDS AND RECOMMENDED ACTIONS:**
Recommend approval to extend the award with Rep Services, Inc. to January 31, 2025. Total not-to-exceed expenditure of $1,892,520.41 and funding source remains unchanged.

To be executed by formal contract through the Office of General Counsel and purchase order executed by Procurement.

Total funding for this project will be encumbered by:
11307.167101.565050.008204.00000000.00000.0000000 - $8,111.23
32124.167101.565051.008204.00000000.00000.0000000 - $1,884,409.18

Attachments: Agency Memo, Contract #18/19-2, Certificate of Insurance

**ANALYST:** _____ **RESPECTFULLY SUBMITTED** _____
RENATA BARNETT
DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

**CONCURRENCE BY:** **Daryl T. Joseph, Director of Parks, Recreation, and Community Services**

**(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)**
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

**ACTION OF AWARDING AUTHORITY** DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

A NEW DAY.

# City of Jacksonville, Florida

*Donna Deegan, Mayor*

Parks, Recreation & Community Services Department
214 N. Hogan Street, 4th Floor
Jacksonville, FL 32202
(904) 630-CITY
www.coj.net

March 13, 2024

**MEMORANDUM**

**TO:** Dustin Freeman, Chief
Procurement Division

**FROM:** Jill Enz, Chief of Natural and Marine Resources

**RE:** Piggyback Clay County Florida Bid #18/19-2 for Various Equipment & Amenities for Parks and Playgrounds – Rep Services, Inc – St Johns Park

---

The Parks, Recreation and Community Services Department request approval to amend PSC-0313-24 with Rep Services, Inc to extend the award date to January 31, 2025.

The total award expenditure and funding source will remain unchanged.
The POA will also remain unchanged, POA-70972-24

If you have any questions or if further information is required, please contact Sharon Covart 255-8765.

JE/sc

Attachment: Supplier's Agreement Memo
Correspondence from Jeremy M. Brown, Assistant General Counsel

Thank you,

**Claire M. Stine**
PRCS Contract and Administrative Compliance Manager
City of Jacksonville | Parks, Recreation and Community Services Department
214 N. Hogan Street, 4th Floor
Jacksonville, FL 32202
Office: 904.255.8266
Cell: 904.759.7966
Jacksonville.gov

A NEW DAY.

**From:** Brown, Jeremy <JeremyB@coj.net>
**Sent:** Monday, March 04, 2024 12:38 PM
**To:** Stine, Claire <CStine@coj.net>
**Cc:** Enz, Jill <JEnz@coj.net>; Simpson, Rachel <SRachel@coj.net>
**Subject:** RE: RLS | Rep Services Inc, Piggyback Contract for Various Equipment and Amenities for Parks and Playgrounds

Good afternoon, Claire.

That can be done, and the parties will need to execute an amendment to the piggyback contract to extend the term to January 31, 2025. You will need to get an award authorizing the amendment and extension of the term. Procurement indicated that to obtain the award, a correspondence is needed from the vendor indicating that they agree to the extension and will execute an amendment to extend the term of the piggyback contract.

Please feel free to contact me if you have any questions or concerns.

Thanks,

**Jeremy M. Brown**
*Assistant General Counsel*
City of Jacksonville | Office of General Counsel

**From:** Stine, Claire <CStine@coj.net>
**Sent:** Tuesday, February 20, 2024 12:01 PM
**To:** Brown, Jeremy <JeremyB@coj.net>
**Cc:** Enz, Jill <JEnz@coj.net>; Simpson, Rachel <SRachel@coj.net>
**Subject:** FW: RLS | Rep Services Inc, Piggyback Contract for Various Equipment and Amenities for Parks and Playgrounds

Jeremy, per the third attachment (email from vendor) they are requesting a change to the end date of the contract as the project will not be complete until January 31, 2025.

In this agreement, we piggybacked, but the piggyback expires 6/5/24.

The vendor will sign, if we change the term to 6/5/24.

**Administrative & Contractual Services**
PO Box 1366
Green Cove Springs, FL 32043

Physical Address:
477 Houston Street
Admin. Bldg., 4th Floor
Green Cove Springs, FL 32043

Phone: 904-278-3766
904-278-3761
904-284-6388

Fax: 904-278-3728

**County Manager**
Howard Wanamaker

**Commissioners:**

Mike Cella
District 1

Alexandra Compere
District 2

Jim Renninger
District 3

Betsy Condon
District 4

Kristen Burke, DC
District 5

**www.claycountygov.com**

May 9, 2023

**MEMORANDUM**

TO: Howard Wannamaker,
County Manager

FROM: Karen Smith,
Purchasing Director

SUBJECT: Board of County Commissioners agenda item for May 23, 2023.

Second Renewal for RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds for one year. RFP provides purchase and installation of playground equipment and ballfield lighting as needed at parks county wide.

The percent discount remains the same for all distributors as received in their bid and they are allowed to add manufacturers with this renewal. The companies acknowledged their renewal with memos.

1. The following company did not choose to renew: Recycled Plastics

2. Bliss Products added the following manufacturers: iMulchFL and Play Hard Recreation

3. Playmore West, Inc. added the following manufacturers: Superior Amenities, Berliner, Exofit, and Dog-On-It

4. Nevco Sports, LLC added the manufacturer: Wall of Fame Displays

5. Rep Services, Inc. added the following manufacturers: 2By2 Industries, iMulchFL, and Safe4Play

**APPROVED**
**By Kevin at 11:52 am, Nov 29, 2023**

REPSERV-01 JVANN

# E OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Alexander Insurance Agency
541 South Orlando Avenue, Suite 206
Maitland, FL 32751

CONTACT NAME:
PHONE (A/C, No, Ext): (407) 629-4825 FAX (A/C No): (407) 629-5407
E-MAIL ADDRESS: info@alexfinancial.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Hartford Insurance Co of SE | 38261 |
| INSURER B : Sentinel Ins. Co., LTD | 11000 |
| INSURER C : Evanston Insurance Company | 35378 |
| INSURER D : Travelers Indemnity Co of Amer | 25666 |
| INSURER E : Ohio Casualty Company | 24074 |
| INSURER F : Lloyd's of London | |

INSURED
Rep Services, Inc.
165 W. Jessup Avenue
Longwood,, FL 32750

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X Business Owners<br>X ProductsCompleted<br>GEN'L AGGREGATE LIMIT APPLIES PER<br>POLICY X PRO-JECT LOC<br>OTHER | X | X | 21SBMBK3355 | 8/1/2023 | 8/1/2024 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 500,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | Occurrenc | $ 1,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | X | X | 21UECHV0794 | 8/1/2023 | 8/1/2024 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| C | X UMBRELLA LIAB / X OCCUR<br>EXCESS LIAB / CLAIMS-MADE<br>DED X RETENTION $ 10,000 | X | X | MKLV3EUL102914 | 8/1/2023 | 8/1/2024 | EACH OCCURRENCE | $ 5,000,000 |
| | | | | | | | AGGREGATE | $ 5,000,000 |
| | | | | | | | | $ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | X | UB3J747620 | 8/1/2023 | 8/1/2024 | X PER STATUTE / OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| E | Inland Marine | | | BMO60331810 | 8/1/2023 | 8/1/2024 | Job Limit | 250,000 |
| F | Errors & Omissions | | | ANE1939938.23 | 8/1/2023 | 8/1/2024 | Claim/Agg | 2,000 000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
19106, City of Jacksonville - St. Johns Park - City of Jacksonville, its members, officials, officers, employees and agents are named as additional insured on General Liability and Automobile Liability when required by written contract. Coverages are Primary and Non-Contributory on General Liability and Auto Liability· Waiver of Subrogation in favor of the City of Jacksonville, its members, officials, officers, employees and agents applies to General Liability, Auto Liability, and Workers Compensation when required by written contract. · 30 day notice of cancellation to the City of Jacksonville, its members, officials, officers, employees and agents applies on General Liability completed operations policy when required by written contract.

CERTIFICATE HOLDER

City of Jacksonville
117 W. Duval Street
Suite# 335
Jacksonville, FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


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REP SERVICES, INC.
*Experts at Play & Outdoor Spaces*

165 W. Jessup Avenue
Longwood, FL 32750-4146
PH: 407-831-9658
FAX: 866-232-8532
info@repservices.com
www.repservices.com

March 13, 2024

Ms. Jill Enz
City of Jacksonville
Parks, Recreation and Community Services
214 N. Hogan Street
Jacksonville, FL 32202

RE: City of Jacksonville - St. Johns Park

Dear Jill:

As we have discussed, I am requesting the contract Term be extended through January 31, 2025.

I believe the reason for the contract Term being set at June 5, 2024 may be due to the Clay County contract expiring on that date. We fully intend to renew our contract with Clay County and will forward copies of new contract documents when they are official.

If you have any questions, please do not hesitate to contact me at the number in our letterhead or via email: bill@repservices.com.

Best Regards,

Bill Geary
Vice President

| | |
|---|---|
| Agreement | POA-70972-24 |
| Agreement Date | 18-DEC-2023 |
| Revision | 0 |
| Agreement Amount | 1,892,520.41 USD |
| Solicitation Number | PSC-0313-24 |

Sold To
**City of Jacksonville**
**117 West Duval Street**
**Suite 375**
**JACKSONVILLE, FL 32202**
**US**

Supplier
**Rep Services, Inc.**
**581 Technology Park**
**Suite 1009**
**LAKE MARY, FL 32746**

Notes PIGGYBACK THE CLAY COUNTY FLORIDA VARIOUS EQUIPMENT & AMENITIES FOR PARKS AND PLAYGROUNDS

| Supplier Number | Payment Terms | Freight Terms | FOB | Shipping Method |
|---|---|---|---|---|
| 20652 | Net 45 | Freight Prepaid | FOB Destination | Best Way |
| **Start Date** | **End Date** | | **Confirm To** | |
| 17-Dec-2023 | 04-Jun-2024 | | Benjamin Kemp<br>BKemp@coj.net | |

DRAFT

| | |
|---|---|
| This Order is subject to the General Conditions attached here to.<br>Manufacturer's Federal excise tax exempt no 59-89-0120K<br>Florida State sales and use tax exemption no. 85-8012621607C-8 | Approved by Dustin L. Freeman, Chief of Procurement Division |

**SUBJECT: PIGGYBACK THE CLAY COUNTY FLORIDA VARIOUS EQUIPMENT & AMENITIES FOR PARKS AND PLAYGROUNDS**

**BID #:PSC-0313-24** **OPEN DATE:**

**GENERAL GOVERNMENT AWARDS COMMITTEE**

**KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM DATE OF EXECUTED CONTRACT THROUGH JUNE 5, 2024 WITH TWO (2) ONE (1) YEAR RENEWAL (NONE REMAINING)**

**AGENCY: Natural and Marine Resources**

**BASIS OF AWARD:** PER PIGGYBACK CONTRACT

**NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )**

**SUMMARY OF BIDS AND RECOMMENDED ACTIONS:**
Recommend approval to piggyback The Clay County Florida Various Equipment & Amenities for Parks And Playgrounds (RFP#18/19-2) with Rep Services, Inc., for Natural and Marine Resources. Period of service is from date of executed contract through June 5, 2024 with no renewal options remaining. The total expenditure amount not to exceed $1,892,520.41.

To be executed by formal contract through the Office of General Counsel and purchase order executed by Procurement.

Total funding for this project will be encumbered by:
11307.167101.565050.008204.00000000.00000.0000000 - $8,111.23
32124.167101.565051.008204.00000000.00000.0000000 - $1,884,409.18

Attachments: Agency Memo, Contract #18/19-2, Certificate of Insurance

**BUYER:** BENJAMIN KEMP **RESPECTFULLY SUBMITTED** DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

**CONCURRENCE BY:** **Daryl T. Joseph, Director of Parks, Recreation, and Community Services**

**(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)**
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 12/14/2023

OTHER:

**ACTION OF AWARDING AUTHORITY** DATE 12/15/2023

APPROVED ✓ DISAPPROVED

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

OTHER

SIGNATURE OF AUTHENTICATION Karen Bowling

# City of Jacksonville, Florida

***Donna Deegan, Mayor***

A NEW DAY.

Parks, Recreation & Community Services Department
214 N. Hogan Street, 4th Floor
Jacksonville, FL 32202
(904) 630-CITY
www.coj.net


December 1, 2023

**MEMORANDUM**

**TO:** Dustin Freeman, Chief
Procurement Division

**FROM:** Daryl T. Joseph, Director

**RE:** Piggyback Clay County Florida Bid #18/19-2 for Various Equipment & Amenities for Parks and Playgrounds- Rep Services, Inc- St Johns Park

---

The Clay County Florida Bid #18/19-2 for "Various Equipment & Amenities for Parks and Playgrounds" was competitively bid and awarded to multiple companies for the initial term of three years from June 6, 2019, to June 5,2022. The award has been renewed two (2) times and the current renewal is from June 06, 2023, to June 05,2024.

The Parks, Recreation and Community Services Department requests approval to piggyback service under the Clay County Florida Bid #18/19-2 using Rep Services, Inc for various playground equipment and installation at St Johns Park.

The total not- to- exceed amount $1,892,520.41. Total funding for this project will be encumbered by:

11307.167101.565050.008204.00000000.00000.0000000-~~$8,471.34~~ $8,111.23 AH

32124.167101.565051.008204.00000000.00000.0000000- ~~$1,884,049.17~~ $1,884,409.18 AH

The department has reviewed for compliance the referenced project. We respectfully request and recommend the award for St Johns Park to the distributor for the playground equipment and installation. The purchases will be made via purchase order.

If you have any questions or if further information is required, please contact Amy Honey 255-7909.

DJ/ah

Attachment: Quote and COI

**Administrative & Contractual Services**
PO Box 1366
Green Cove Springs, FL 32043

Physical Address:
477 Houston Street
Admin. Bldg., 4th Floor
Green Cove Springs, FL 32043

Phone: 904-278-3766
904-278-3761
904-284-6388

Fax: 904-278-3728

**County Manager**
Howard Wanamaker

**Commissioners:**

Mike Cella
District 1

Wayne Bolla
District 2

Jim Renninger
District 3

Betsy Condon
District 4

Kristen Burke, DC
District 5

www.claycountygov.com

May 9, 2022

**MEMORANDUM**

TO: Howard Wannamaker,
County Manager

FROM: Karen Smith,
Purchasing Director

SUBJECT: Finance and Audit Committee agenda item for May 17, 2022.

First Renewal for RFP No. 18/19 2, Various Equipment and Amenities for Parks and Playgrounds for one year. RFP provides purchase and installation of playground equipment and ballfield lighting as needed at parks county wide.

The percent discount remains the same for all distributors as received in their bid and they are allowed to add manufacturers with this renewal. The companies acknowledged their renewal with memos.

1. The following companies did not choose to renew: Custom Canopies, Playworx Playsets, Wausau Tile, and Robertson Industries.

2. Bliss Products and Services, Inc. added the following manufacturers: Cedar Forest Products, East Coast Mulch, and Madrax.

3. Greenfields Outdoor Fitness, Inc. added manufacturer Shade Systems, Inc

4. Top Line Recreation, Inc. added the following manufacturers: Yalp Playgrounds, Percussion Play, and Dog On It Parks.

5. Rep Services, Inc. added manufacturer Hanover Specialties Poured in Place Surfacing – EPDM, Bondflex & Granuflex.

6. Swartz Associates, Inc. added the following manufacturers: Sports Play Equipment, Inc and Ultra Site.

# BOARD OF COUNTY COMMISSIONERS
# CLAY COUNTY, FLORIDA

## RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

**DUE DATE: Monday, March 18, 2019- 4:00 p.m.**
**OPEN DATE: Tuesday, March 19, 2019 -1:00 p.m.**

**Issued By:**
**Clay County Board of County Commissioners**
**Purchasing Department**

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Form W-9

## REQUEST FOR PROPOSAL NOTICE

NOTICE IS HEREBY GIVEN that sealed proposals will be received until 4:00 P.M., Monday, March 18, 2019, at the Clay County Administration Building, Fourth Floor, Reception Area, 477 Houston Street, Green Cove Springs, Florida 32043, for the following:

## RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Proposals will be opened at 1:00 P.M., or as soon thereafter as possible, on Tuesday, March 19, 2019 in the Clay County Administration Building, Conference Room "B", Fourth Floor, 477 Houston Street, Green Cove Springs, Florida, in the presence of the Purchasing Department staff and all other interested persons.

The opened Proposals will be read aloud, examined for conformance to specifications, tabulated, and preserved in the custody of the Purchasing Department. Proposals submitted will be evaluated by the Finance and Audit Committee. The Finance and Audit Committee of the Board will present its recommendation to the Board of County Commissioners as soon thereafter as possible. At the discretion of the Board of County Commissioners or the Finance and Audit Committee, companies submitting proposals may be requested to make oral presentations as part of the evaluation process.

Proposals will not be valid unless received by the proposal deadline and in a sealed envelope marked **"RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS"** to be received until 4:00 P.M., Monday, March 18, 2019. Envelopes are to be submitted in person or delivered by courier to the above address. No postal mail will be accepted.

During the bidding process, all prospective proposers are hereby prohibited from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator (as specified in Section P of Chapter 8 of the Purchasing Manual attached hereto). The no-contact rule set forth shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided for in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package. For information concerning procedures for responding to this Bid, contact the Purchasing Department, Donna Fish by email purchasing@claycountygov.com or at (904) 278-3761.

The County reserves the right to waive formalities in any response, to reject any or all responses with or without cause, to waive technical and non-technical or non-material defects in the solicitation or submittal of any responses, including the lack of availability of adequate funds, regulatory agency requirements, to make award in part or completely, and/or to accept the response that, in its judgment, will be in the best interest of the County of Clay. Bid proposals in which the prices obviously are unbalanced will be rejected.

**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:** http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids. **THIS WEB PAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY'S WEBSITE AT:** www.claycountygov.com **BY FOLLOWING THE "NOTICE OF INTENT BIDS" LINK UNDER THE "BUSINESS" ROLLOVER BUTTON ON THE COUNTY'S HOMEPAGE. NO OTHER NOTICE WILL BE POSTED.**

**PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, OR THE FAILURE TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8. (N), OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID 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.**

A person or affiliate who has been placed on the convicted bidder 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 bidder list.

----------END OF NOTICE----------

**BID ADVERTISEMENTS SCHEDULE**

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**

**(CLAY TODAY)** For publication on: **February 14, 2019**

**(CLAY COUNTY WEBSITE)** For: **February 14, 2019**

**PLEASE SEND ORIGINAL INVOICE AND PROOF OF PUBLICATION TO:**

Clay County Board of County Commissioners
**Purchasing Department**
477 Houston Street
Green Cove Springs, Florida 32043
ATTENTION: Donna Fish

Lorin L. Mock
Acting County Manager

# REQUEST FOR PROPOSAL INSTRUCTIONS

## RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

1. **Delivery and Receipt of Bids:** All sealed Proposals submitted shall be received by the Purchasing Department of Clay County, Florida.

   Proposals submitted in person or by courier services will be received at:
   Clay County Administrative Building
   Fourth Floor, Reception Area
   477 Houston Street, Green Cove Springs, Florida 32043

Three copies of the Proposal must be received in a sealed envelope. Proof of liability insurance, form W-9 taxpayer identification number, and bid information shall be included with all responses submitted.

The words **"RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS"** shall be clearly marked on the front and back of the envelope containing the Proposal.

2. **Due Date and Opening Date:** Proposals will be received by carrier or in person until Monday, March 18, 2019 at 4:00 p.m. and will be opened on Tuesday, March 19, 2019 at 1:00 p.m. or soon thereafter, in the Clay County Administration Building, 477 Houston Street, Conference Room "B", Fourth Floor, Green Cove Springs, Florida. Bids will be reviewed by Clay County as soon thereafter as possible.

   A. All Proposals will be "clocked" at the time they are received to indicate the time and date of receipt.
   B. Proposals WILL NOT be accepted in person after the time and date specified.
   C. Proposals received by carrier WILL NOT be accepted if they are received after the time and date specified regardless of the circumstances.
   D. No postal mail will be accepted.

3. **Withdrawal of RFP:** Proposals may be withdrawn by a written or faxed request by the Bidder and received by the Purchasing Department before the date and time for receiving Proposals has expired. Negligence on the part of the Bidder in preparing a Proposal is not grounds for withdrawal or modification of a Proposal after such Proposal has been opened by the County. Bidders may not withdraw or modify a Proposal after the appointed Bid Opening. Bidders may not assign or otherwise transfer their Proposals.

4. **Inquiries/Questions:** Any questions regarding this RFP must be directed to **Donna Fish** (the authorized contact person) via email at purchasing@claycountygov.com (preferred method) or by calling (904) 278-3761. Written inquiries/questions must be received by **March 6, 2019**. Responses to questions, clarifications, and addenda will be distributed to potential Bidders by email. It is the responsibility of interested Bidders to verify if this information has been issued prior to submitting a Bid.

5. **No Contact Period:** During the Bidding process, all prospective Bidders are hereby prohibited from contacting (1) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (2) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any Bid submitted by the violator, as specified in Section P of Chapter 8 of the Clay County Purchasing Manual. **Exceptions:** The no-contact rule set forth shall not apply to inquiries submitted to the authorized contact person, the pre-bid conference, or to formal presentations by finalists to the Board of County Commissioners or to the County's evaluation committee.

6. **Additional Evaluation:** The County reserves the right to request any additional information from Bidders after Bid Opening and before award as 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.

7. **Award:** The Bid will be awarded to the responsible Bidder(s) submitting a Bid determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to award to multiple bidders.

8. **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/technicalities, and waive technical and non-technical or non-material defects in the Bid document or submittal of any Bid. The County reserves the right to make 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. 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.

9. **Cancellation of Bid:** Clay County reserves the right to cancel a solicitation at any time prior to approval of the award. The decision to cancel a solicitation cannot be the basis for a protest under the formal protest process as referenced herein.

10. **No Bid:** Each company not intending to respond to this Bid should reply with a written "No Bid Statement". Such action will maintain the company on the appropriate active Bidder solicitation list. Three (3) failures to respond to solicitations may result in deletion from the Bidder solicitation list.

11. **Bid Errors:** Where Bid forms have erasures or corrections, each erasure or correction must be initialed in ink by the Bidder. 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. Any discrepancy between words and numbers will be resolved in favor of the written words.

12. **Deviations:** Bidders are hereby advised the County will only consider Bids that meet the specifications and other requirements imposed upon them by this Bid document. In instances where a deviation is stated in the Bid Form, said Bid will be subject to rejection by the County in recognition of the fact that said Bid does not meet the exact requirements imposed upon the Bidder by the Bid or Contract documents.

13. **Bid Protests:** Any company affected adversely by the County's decision may file with the County Purchasing Department a "Notice of Protest" in writing within 72 hours after the posting of the recommended award. Failure to file a written Notice of Protest shall constitute a waiver of proceedings under Chapter 8 (N) of the Clay County Purchasing Policies. Failure to file a written petition initiating a formal protest proceeding within the time frame and in the manner prescribed in Section 8 (N) of said policy shall constitute a waiver of the right to protest the Bid solicitation, any addendum thereto, or the Bid award recommendation or decision, and to initiate a formal protest proceeding under said policy. The County's Purchasing Policy may be viewed at the County's website by following the appropriate links from the Homepage.

14. **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 vendor 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, 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. By submitting a Bid, Bidder attests that they have not been placed on the "Convicted Vendor List".

15. **Debarment:** By submitting a Proposal, the Bidder certifies that it is not currently debarred from submitting proposals 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 proposals for contracts issued by any subdivision or agency of the State of Florida.

16. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. 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.

17. **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 does not have 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 submittal.

18. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. 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.

19. **Copyright Restrictions:** Both the County seal and the County logo are being 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.

20. **Indemnification:** The awarded Bidder shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the company and other persons employed or utilized by the company in the performance of the Contract. The provisions of Florida Statute 768.28 applicable to Clay County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

    No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act. The County shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

21. **Insurance Requirements:** Prior to commencement of the project, the awarded Bidder shall provide the County Purchasing Department with proof of the following insurance:

    a. Commercial General Liability

| | |
|---|---|
| 1. General Aggregate | $1,000,000 |
| 2. Products and Completed Operations Aggregate | $1,000,000 |
| 3. Personal and Advertising Injury | $1,000,000 |
| 4. Each Occurrence | $1,000,000 |
| 5. Fire Damage (any one fire) | $ 50,000 |
| 6. Medical Expense (any one person) | $ 5,000 |

    b. Automobile Liability

| | |
|---|---|
| 1. Any automobile-Combined bodily injury/property damage, with minimum limits for all additional coverages as required by Florida law | $1,000,000 |

    c. Workers Compensation/Employers Liability

| | |
|---|---|
| 1. Workers Compensation | statutory limits |
| 2. Employers Liability | |
| a. Each Accident | $ 100,000 |
| b. Disease-Policy | $ 500,000 |
| c. Disease-Each Employee | $ 100,000 |

    d. Professional Liability

| | |
|---|---|
| 1. When required by Contract-per occurrence | $ 1,000,000 |

The awarded Bidder must maintain insurance coverage at the above-prescribed levels through the date of completion of the project and such coverage must include all independent Contractors and Subcontractors. Either prior to, or simultaneously with the execution of the Contract, the awarded Bidder must deliver certificates of insurance for the required insurance coverage to the County naming "Clay County, a political subdivision of the State of Florida, the Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear" as "Additional Insured." Said certificates of insurance shall also include a thirty-day prior written notice of cancellation, modification or non-renewal to be provided to the County.

22. **Performance and Payment Bond Requirements:** Performance and Payment Bonds are not required for projects of $200,000^{00}$ or less. Prior to commencement of a project exceeding $200,000^{00}$, 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.

23. **Bid Preparation Costs:** By submission of a Bid, the Bidder agrees that all costs associated with the preparation of his/her 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 solicitation process.

24. **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, Division 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 vendor. Failure to be registered may be cause for disqualification. Contact the Division of Corporations at (850) 245-6000. Online-filing is available at: http://dos.myflorida.com sunbiz

25. **Contractor Qualifications and Requirements:** At the time of Bid Opening, all Bidders 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 submitting a Bid. All Bidders must submit evidence of current state certification or registration, or County certification, as applicable, prior to award of this 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.

    a. 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.

    b. Said licenses shall be in the Bidder's name as it appears on the Bid Form. Bidder 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.

c. Subcontractors 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 subcontractor.

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 and meet the qualifications listed at: http://www.dot.state.fl.us/cc-admin/PreQual_Info/prequalified.shtm. Contractors not meeting the applicable work types associated with the scope of the work may utilize subcontractors to assist with meeting the requirement of all necessary prequalification work classes.

26. **Qualification:** The County shall have the right to review the references, experience of assigned personnel, and qualifications of the Contractor in order to make the final determination of acceptability of the Contractor to be awarded the Contract and construct the work.

The Board of County Commissioners may reject, at its sole discretion, any Bidder the Commission finds to lack, or who's present or former executive employees, officers, directors, stockholders, partners or owners are found by the Commission to lack honesty, integrity, or moral responsibility. The Commission's finding may be based on any of the following factors: the disclosure required herein, the County's own investigation, public records, or any other reliable source of information. The Commission may also reject any Bidder failing to make the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the Board of County Commissioners may reject any Bid at its sole discretion and the Bidder waives any claim it might have for damages or other relief arising from the rejection of its Bid or resulting directly or indirectly from the rejection of its Bid based on these grounds or from the disclosure of any pertinent information relating to the reasons for rejection of its Bid.

27. **Subcontractors:** The County reserves the right to approve all Subcontractors for this Contract. If Subcontractors 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, subcontractors 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.

28. **Interpretation of Plans and Specifications:** No interpretation of the meaning of the plans, specifications, or other Contract documents will be made to any Bidder orally. Every request for interpretation should be in writing addressed to the Purchasing Department. To be given consideration, such requests must be received no later than **March 6, 2019.**

Any and all such interpretations and any supplemental instructions will be in the form of a written addendum. All Addenda issued shall become part of the Bid and Contract documents, and receipt must be acknowledged on the Bid Form, by completion of the applicable information on the Addendum, and submitting it with the Bid. Failure to acknowledge Addenda which have no effect on the competitive nature of the bidding process may be a waiveable deviation at the County's sole discretion.

29. **Conflict of Interest:** The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their Proposal, 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 proposers must disclose the name of any Clay County Board of County Commissioners employee who owns, directly or indirectly, an interest of the proposer's firm or any of its branches.

30. **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 subdivisions, counties, and cities.

    Each governmental agency allowed by the Bidder to use this Contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

31. **Execution of Contract and Notice to Proceed:** The awarded Bidder may be required to sign a written Contract. Said Contract will evidence in written form the agreement between the parties.

32. All payments made under this Bid will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.

33. At the discretion of the Board of County Commissioners any Committee contemplated herein, Vendors submitting proposals may be requested to make oral presentations as part of the evaluation process.

## RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS – SCOPE OF SERVICES

**(Provided by Parks and Recreation Department)**

### SCOPE:

The purpose of this bid invitation:

1. Establish a firm, fixed percentage discount from manufacturer's and/or bidder's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks and playgrounds as requested by the Clay County Division of Parks and Recreation. The County reserves the right to award to multiple bidders.
2. Establish a firm, fixed percentage of 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. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percentages shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in your bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder.
3. This bid is also a means for qualifying vendors for ball park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid utilizing prices provided in bid response. The qualified vendor(s) providing the lowest responsive quote will be awarded the project.
4. There is no guarantee any purchases will be made after award. Purchase orders will be issued subject to availability of funds.

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

### QUALIFICATION OF INSTALLERS:

If a bidder utilizes a sub-contracted installer for any park or playground equipment, a list of sub-contracted installers must be included with their bid. Additionally, 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.

### CATALOGS AND MANUFACTURER SUGGESTED RETAIL PRICE (MSRP) LISTS:

Each bidder shall submit with this bid, at no charge, two (2) sets of each current catalog/supply/product information price list as well as current MSRP list for each catalog

submitted. All catalogs and/or MSRP lists shall clearly identify bidder's name, address and telephone number.

The vendor shall supply at no charge, two (2) sets of each then current catalog/supply/product information price list as well as current MSRP list for each catalog submitted upon price changes. At renewal time Vendor may request that new manufacturers be added. County reserves the right to approve or deny this request.

**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 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.

## INVOICING:

Invoices may be issued once equipment, materials, and supplies are delivered and/or installed to the county's satisfaction. At a minimum, invoices must include: Purchase Order Number, Item Number and Description, Date of Shipment, Quantity Ordered, Unit Price, Unit of Measure, and a total for all purchases. Standard payment terms are Net 45 days per the Local Government Prompt Payment Act.

## TERMS OF CONTRACT:

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

## 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 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.

**PROMOTIONAL PRICING:**

During the contract period, bidders shall extend any pricing offered on a "promotional" basis from the manufacturer to the county. It will be the bidder's responsibility to monitor said items and report any that are or will be offered at lower prices.

**SUPERVISION:**

A bidder's job supervisor/representative shall be on the work site at all times and be thoroughly knowledgeable of the materials, job requirements, plans, specifications and installation functions. Contractors shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times).

**JOB COMPLETION:**

Bidder/installer shall be responsible for all materials received and signed for from date of order to completion of job installation.

Bidder/installer shall be responsible for cleanup and removal of all debris resulting in job completion.

Bidder/installer shall be responsible for restoring the work site to its original condition at the completion of the project. This shall include re-sodding of the area affected by their work with sod which is of the same variety and quality as the surrounding sod. Where no sod exists prior to installation, the contractor shall restore grade to a level consistent with the surrounding grade.

## RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:

The bidder shall use due care to avoid damaging all property associated with, adjacent to, or in any way affected by the work being performed. The bidder shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities. Bidder shall leave work site in a neat and orderly fashion at the end of each work day. Any damage occurring to such items by bidder shall be immediately repaired or replaced to a condition at least equal to that which existed prior to the damage. All costs incurred for repair or replacement shall be borne by the successful bidder. Any damages not repaired or replaced by the bidder within ten (10) calendar days from notification will be fixed by the County or its contractor and the cost shall be paid by the bidder or deducted from their invoice.

## VIOLATIONS/DEFAULT:

In the event the awarded bidder(s) should violate any provisions of this bid, such bidder will be given written notice stating the deficiencies and given ten (10) days to correct deficiencies found. The County reserves the right to terminate any bid, contract, or purchase order at any time due to any violation.

In the event the awarded bidder(s) should breach this contract, the County reserves the right to seek all remedies in law and/or in equity. Failure of an awarded bidder to adhere to completion dates defined by bidder and County may result in no further purchase being made with such bidder under this Bid.

**BID FORM**

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**

Bidder: _____

Address: _____

City, State and Zip: _____

Phone: _____ Email: _____

Contact Name(s): _____

_____

Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

**(MULTIPLE SHEETS CAN BE USED)**

**RFP #18-19-2, Various Equipment And Amenities For Parks And Playgrounds**

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

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

**(MULTIPLE SHEETS CAN BE USED)**

## WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: _____

Is there a warranty on the equipment proposed? _____ Yes _____ No

Does the warranty apply to **ALL** components or only part? (State Explicitly)

_____

_____

_____

Parts Warranty Period:_____ Service Warranty Period:_____

Nearest source for parts and/or service center (s):

_____

_____

Name, address and phone number of the authorized service center (s):

1) _____

2) _____

3) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)

_____

_____

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: _____ Yes _____ No

Name of Bidder:_____

Signature _____

Title _____ Phone Number _____

**(MULTIPLE SHEETS CAN BE USED)**

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

Description of Project:_____

_____

_____

A site plan (not to scale), along with drawing of proposed amenities, is attached. A mandatory site visit is scheduled for _____ at _____.

Price Quotation:

| Manufacturer | Item and Page Number | Quantity | MSRP Unit Price | Contract Discount | Extended Price |
|---|---|---|---|---|---|
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*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 |
|---|---|---|---|
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Total: $_____

List any Subcontractors:

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

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**

CORPORATE DETAIL

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: _____

ADDRESS: _____

_____

_____

TELEPHONE: _____

FAX #: _____

E-MAIL: _____

Name of Person submitting Bid: _____

Title: _____

Signature: _____

Date: _____

ADDENDA ACKNOWLEDGMENT:
Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**

**(1) The prospective Vendor, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.**

**(2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.**

**Vendor:**

_____

**By:** _____
**Signature**

_____
**Name and Title**

_____
**Street Address**

_____
**City, State, Zip**

_____
**Date**

Scrutinized Companies Certification

[Clay County **RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**]

Name of Company:[1] _____

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above 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 does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

_____

(Seal) _____

By: _____

_____

Its _____

[1] "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit

# "NO BID" Statement

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**

If your company does not intend to bid on this procurement, please complete and return this form prior to the date shown for receipt of Bids to: Clay County Purchasing Department, Attn: Donna Fish, 477 Houston Street, Green Cove Springs, FL 32043

We, the undersigned, decline to bid on the above referenced invitation to bid for the following reasons:

_____ Specifications are too restrictive (please explain below or attach separately)

_____ Unable to meet specifications

_____ Specifications were unclear (please explain below or attach separately)

_____ Insufficient time to respond

_____ We do not offer this product or service

_____ Our schedule would not permit us to perform at this time

_____ Unable to meet bond requirements

_____ Other (please explain below or attach separately)

Remarks:

_____

_____

Company Name: _____ Telephone #: _____

Signature: _____ Fax #: _____

Print Name: _____ Title: _____

Address: _____

City: _____

Zip: _____

## CHAPTER 8: PROCEDURES FOR PUBLIC BID OPENINGS

(A) **Purpose:** The purpose of this chapter is to specify procedures for the submittal, receipt, opening and recording of all formal bids required by all of the various laws, ordinances, and other procedures and manuals governing the solicitation and awarding of public bids in Clay County, Florida, including but not limited to:

a. Section 336.44, Florida Statues (2001).
b. Applicable Provisions of Clay County Code.
c. Florida Department of Transportation Standard Specifications, most recent edition.

(B) **Time of Opening:** All bids shall be submitted to the Purchasing department, 4th Floor, Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida, which shall record receipt thereof by date and time on the bid envelope. Upon receipt, the Purchasing department will maintain custody and control of all bid submittals until after they have been opened. The deadline for a particular bid submittal shall be 4:00 P.M., of the Monday immediately preceding the Tuesday upon which the bid is to be opened. No bid shall be opened unless and until proof by publisher's affidavit of publication of the bid solicitation is received and filed by the Purchasing department. Bidders and the public are welcomed to attend the opening and all subsequent committee and commission meetings related to the bids.

(C) **Form of Bid Submittal:** All bids shall be submitted in triplicate, (and if applicable only on the forms provided by the County or its staff). Each bid and its accompanying materials shall be submitted in a single, sealed and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the party making the submittal prior thereto:

a. The number assigned to the particular bid solicitation.
b. The title of the bid exactly as it appeared in the published solicitation.
c. The date of the bid opening.

(D) **Bid Receipt Procedure**: The County Manager shall, in cooperation with his or her Department heads and the Purchasing department, assign a specific and discrete number and title to each bid solicitation, which shall be contained in the Request for Bids, the newspaper publication, specifications and the Bid Form thereof. Three copies of each request for bid shall be submitted to the Purchasing department for distribution as provided in Section F hereof, and the "Request For Bids" shall be signed prior to publication.

(E) **Place of Opening:** All bids properly submitted shall be opened in a public location so designated in the bid solicitation.

(F) **Distribution of Copies:** Upon the opening of a bid, one copy shall be distributed to the head of the originating department. Purchasing shall submit to the Finance committee of the Board a tabulated list of all bidders and their bids, including bid number, name, staff assigned, a recommendation to include but not be limited to the lowest responsive and responsible bid, or in a proper circumstance the best bid, budget information and alternatives. All staff assigned to evaluate bid and RFP responses shall do so observing all requirements of the Sunshine Law and

in meetings noticed at least 72 hours in advance thereof. The Purchasing department shall serve as the permanent record holder for the County Manager.

(G) **Committee Review, Report and Recommendations:** Bids shall be reviewed by the Board's Finance committee following the bid opening. The Committee should, in the absence of unusual circumstances, report its recommendation to the Board at the Board's next regularly scheduled meeting, which shall include a tabulated list of all bidders and their bids. In all events, the County Manager shall cause to be spread upon the minutes of the regular meeting of the Board next following the opening of a particular bid, a list of all bidders and their bids. Upon being awarded a bid, and if a contract is entered into with the successful bidder then the County's Standard Addendum and IRS Form W-9, Request for Taxpayer Identification and Certification must be completed.

(H) **Ineligible Bid:** Any bid that does not meet the foregoing requirements for form, time of submittal, number of copies or the specifications advertised will be rejected and the reasons stated therefor; provided that the Purchasing department shall reject and return unopened all bids which do not meet the foregoing requirements for time of submittal, or envelope markings. Bids that do not meet requirements for form will be rejected and declared "No Bid". The Board reserves the power to reject all bids and in its discretion to re-advertise the solicitation.

(I) **Bid Withdrawal Period:** Any bid submitted requires a five (5) percent bond unless waived by the Board prior to solicitation, which cannot be withdrawn for a period of 30 days subsequent to the date of the bid opening, notice of which shall be incorporated in all requests for bids. As used herein, the term bond shall include cashier or certified checks payable to the County. All such checks shall be held by the Finance department for safekeeping immediately upon acceptance of the bid (but not deposited). The Finance department is hereby authorized to return each bond to the submitting party, as soon as practicable, upon written request to the Finance department, but only after a bid and contract have been awarded and executed between the County and the successful bidder for a particular project, or in the event that all bids have been rejected by the Board, or in the event the time provided that the bid shall remain in effect shall have expired and the bid submitter requests its return in writing.

(1) Vendors bidding on SHIP rehabilitation projects are exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(2) Vendors bidding on commodities price contracts, or any other type of contract that does not commit the Board to an actual exchange transaction (purchase) but rather seeks only a fixed unit price commitment from a vendor in the event a future purchase decision is made, shall be exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(J) **Bid Addenda:** All addenda distributed subsequent to the initial distribution of specifications shall be sent by certified mail/return receipt requested, said return receipt to be returned to the Purchasing department identified by bid number. Prior to mailing, a copy of each addendum shall be received by the Purchasing department, provided that no addendum shall be mailed later than five (5) working days prior to the scheduled bid opening date.

(K) **Bid Tabulation Form:** The bid Tabulation Form used at bid openings shall include a place thereon for three witnesses to sign. This procedure will eliminate the need for signing each individual bid at the time of opening, thus requiring the three witnesses to sign only once for each bid number submitted.

(L) **Authority to Delay Bid Openings:** The County Manager is hereby authorized, without seeking prior approval of the Board in any particular case, to order a delay of any bid opening from its scheduled date and time to a time certain on the agenda of the next regularly scheduled meeting of the Board, or such special meeting called for such purpose. The delay may be ordered at any time prior to the time of the scheduled opening, provided that such order be in writing, addressed and delivered to the Purchasing department with a copy delivered to the County Manager, and that copies thereof be mailed by certified mail, return receipt requested to all responding bidders as soon thereafter as is reasonably practicable. Upon receipt of the order, the Purchasing department shall immediately record the date and time thereof. The Purchasing department shall continue to accept sealed bids up until the applicable deadline. At the date and time originally scheduled for the bid opening, the Purchasing department shall announce the delay order to all in attendance and shall continue to maintain in its custody all properly submitted sealed bids until further order of the Board. At the time certain scheduled before the Board, the County Manager shall present his reason or reasons for the delay order and his recommendation for disposition of bids submitted. The Board may order the bids to be opened then and there, or at some other time and date certain; it may cancel the bid and order the return of all bids unopened; it may order a further delay of the bid opening; or it may make any other order appropriate to the circumstances. If the bids are ultimately opened, they shall be reviewed as provided elsewhere herein. If a delay occurs as provided herein, then the 30 day withdrawal period as provided in 8(I) shall commence upon the date of the actual bid opening, provided such date is not more than 60 days subsequent to the originally scheduled date. No delay shall be ordered beyond such 60 day period, unless the parties submitting timely bids consent to such delay in writing. In no event is the County Manager authorized to extend the deadline for bid submittals for any particular project, only the bid opening date.

(M) **Contractor's Insurance Requirement**:

1. Any Contractor submitting a bid for any public works project must include, within its initial bid response, proof of the following insurance, in effect continuously from the date of submittal through the 60 days subsequent to the scheduled bid opening date:

a. Commercial General Liability

| | | |
|---|---|---|
| 1. | General Aggregate | $1,000,000 |
| 2. | Products and Completed Operations Aggregate | $1,000,000 |
| 3. | Personal and Advertising Injury | $1,000,000 |
| 4. | Each Occurrence | $1,000,000 |
| 5. | Fire Damage (any one fire) | $ 50,000 |
| 6. | Medical Expense (any one person) | $ 5,000 |

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, $1,000,000 with minimum limits for all additional coverage as required by Florida law

c. Workers Compensation/Employers Liability

| | | |
|---|---|---|
| 1. Workers Compensation | | statutory limits |
| 2. Employers Liability | | |
| a. | Each Accident | $ 100,000 |
| b. | Disease-Policy | $ 500,000 |
| c. | Disease-Each Employee | $ 100,000 |

d. Professional Liability

| | |
|---|---|
| 1. When required by contract-per occurrence | $1,000,000 |

2. Upon being awarded the bid, the contractor must provide proof that such insurance will be in effect from the date of commencement of the project. The contractor will maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage will include all independent contractors and subcontractors. Either prior to or simultaneously with the execution of the contract, the successful bidder must deliver certificates of insurance for the required insurance coverages to the County naming "Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear" as "Additional Insureds." Said certificates of insurance shall also include a thirty day prior written notice of cancellation, modification or non-renewal to be provided to the County.

3. The Board reserves the right to waive, raise or lower the minimum coverages required for particular projects prior to bid solicitation by affirmative action. The Board will not waive any defects in a bid submittal pertaining to matters under this subsection.

**(N) <u>Bid Awards and Protests:</u>**

1. Both the **INSTRUCTIONS** and the **PUBLISHED NOTICE** for every sealed bid solicitation shall include conspicuously the following statements:

> 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: [insert bid notice web address[1]]. THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY'S WEBSITE AT: [insert County's homepage address[2]] BY [insert suitable directions[3]]. NO OTHER NOTICE WILL BE POSTED.

---

[1] As of the date on which this Purchasing Policy was adopted, the bid notice web address was: http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids

[2] As of the date on which this Purchasing Policy was adopted, the County's homepage address was: http://www.claycountygov.com/.

[3] As of the date on which this Purchasing Policy was adopted, suitable directions would be: "FOLLOWING THE "Notice of Intent Bids" LINK UNDER THE "Business" ROLLOVER BUTTON".

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR 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 SECTION 8.N. OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID 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 SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

2. Unless otherwise expressly directed by the Board in its decision on a bid award, immediately following such decision the County Manager shall cause a "Notice of Intent to Award Bid" or a "Notice of Rejection of All Bids" to be posted on the County's website, with the time and date of posting appearing thereon. Notice shall not be posted elsewhere. The notice shall be posted in portable document format or other secure format.

3. The failure on the part of a prospective bidder to include within the sealed bid envelope a proper bid bond or other security approved under this policy, if required for the particular bid solicitation, or the failure by a prospective bidder 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 this section shall constitute a waiver of the prospective bidder's right to protest the bid solicitation, any addendum thereto, the Board's bid decision, as applicable, and to initiate a formal protest proceeding hereunder.

4. A prospective bidder is solely responsible for determining whether a particular bid solicitation requires a bid bond, and for resolving any doubt by making appropriate inquiry.

5. The County Manager shall cause a copy of this policy to be posted on the County's website in portable document format or other secure format. The County Manager shall cause to be established conspicuous and easy-to-follow links to the policy from the homepage.

6. Any person who is adversely affected by a bid solicitation, by any addendum thereto, or by a bid decision may file with the County Manager a written notice of protest no later than 4:30 p.m. on the third business day immediately following the date notice is published, with respect to a bid solicitation; no later than 4:30 p.m. on the third business day immediately following the date of issuance, with respect to a bid 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.

7. A formal protest proceeding shall be deemed commenced upon the timely filing of a written petition initiating the same. A written petition initiating a formal protest proceeding must be filed with the County Manager no later than 4:30 p.m. on the tenth calendar day immediately following the date on which the written notice of protest was filed; provided, if the tenth calendar day is not a business day, then the petition must be filed no later than 4:30 p.m. on the first business day immediately following said tenth calendar day. The petition must set forth with particularity the facts and law upon which the protest is based. The petition must conform substantially with the requirements for petitions set forth in Rule 28-106.201, Florida Administrative Code. References in this section to a petition shall mean a written petition initiating a formal protest proceeding filed in accordance with this subsection.

8. Any protest of a bid solicitation or bid addendum shall pertain exclusively to the terms, conditions, and specifications contained in a bid solicitation or bid addendum, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract.

9. Upon receipt of a formal written notice of protest that has been timely filed, the County Manager shall suspend the bid solicitation or bid award process until the subject of the protest is resolved by final action as specified in this section, unless the County Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. Such suspension shall be lifted immediately in the event the protesting party shall have failed to timely file a petition.

10. Intervenors shall be permitted to participate in the formal protest proceeding in accordance with the procedures governing intervenor practice set forth in Rule Chapter 28-106, Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.

11. In his or her discretion, the County Manager may provide an opportunity to resolve the protest by mutual agreement between the County Manager and the protesting party within 7 calendar days after receipt of a timely petition. Such agreement must be reduced to writing, signed by the County Manager and the protesting party or such party's authorized agent, and submitted to the Board at the earliest opportunity. The agreement shall not be deemed effective unless ratified by the Board. If the Board shall fail to ratify the agreement, then the protest shall proceed to resolution as hereinafter provided.

12. Within 10 business days following the timely filing of a petition, or, if the Board shall have considered but failed to ratify an agreement submitted to it under subsection 11, then within 10 business days thereafter, a hearing shall be conducted pursuant to subsection 13 before a hearing officer, who shall be the County Manager or his or her designee. The County Manager may designate any department head as the hearing officer; provided, a department head who is substantially involved in or connected with the bid solicitation or bid award process shall be deemed disqualified from serving as the hearing officer, unless such involvement or connection is purely ministerial in nature.

13. All hearings shall be conducted pursuant to written notice to the protesting party, the County Attorney's Office and all intervenors by the hearing officer specifying the time, date and place of the hearing. Particular rules and procedures governing each such hearing are as follows:

a. The audio thereof shall be recorded electronically.

b. Prior to the hearing only, motion practice may be permitted by the hearing officer in his or her discretion in accordance with the rules governing the same set forth in Rule Chapter 28-106, Florida Administrative Code. All motions shall be ruled upon prior to or at the start of the hearing, except that rulings on motions in limine may be deferred to an appropriate time during or after the hearing.

c. Prior to the hearing, the protesting party, the County and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the protesting party, the County and all intervenors, and be submitted to the hearing officer at least two business days prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the hearing officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the items.

d. The protesting party and all intervenors shall have the right to appear before the hearing officer at the hearing in proper person or through counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the protest. The County shall be deemed a party to the proceeding, and the County Attorney or any assistant county attorney may participate in the protest proceeding, appear before the hearing officer, present evidence and be heard on behalf of the County.

e. All witnesses shall be placed under oath by the hearing officer prior to testifying, and shall be subject to cross-examination by any hearing participant.

f. Hearsay evidence shall be admissible unless the hearing officer shall determine the same to be redundant, unreliable or prejudicial.

g. At the hearing any hearing participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.

h. Immediately following the hearing, the County Manager shall cause a written transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously based upon the audio recording, and shall provide copies of the same to all of the hearing participants.

i. Within 7 business days following the hearing, the hearing officer shall submit a recommended order to the County Manager and serve copies on all hearing participants; provided, if the County Manager is the hearing officer, then within 7 business days following the hearing, the County Manager shall issue a recommended order and serve copies on all hearing participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the protest; provided, no finding of fact may be predicated solely upon the basis of hearsay.

j. The recommended order shall thereafter be submitted to the Board along with the transcript of the hearing testimony and the entire written and tangible record of the protest proceedings at the earliest opportunity to be considered at a time certain, with notice thereof served upon the hearing participants. Each of the hearing participants shall be allowed 3 minutes to address the Board regarding the recommended order, unless the Chairman in his or her discretion shall allow additional time. If a hearing participant intends to challenge any finding of fact in a recommended order that was based upon testimonial evidence, such participant shall be allowed 2 additional minutes for such purpose, and may direct the attention of the Board members to any portion of the transcript relevant to the challenge. The other hearing participants shall each have the right to offer argument in rebuttal to the challenge, and to direct the attention of the Board members to any portion of the transcript relevant to the rebuttal. No testimony or other evidence beyond the record and the transcript shall be presented to the Board. Thereafter the Board shall render its decision on the protest. In so doing the Board shall be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those for which it upholds a challenge. A challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the Board shall not be bound by any of the provisions of the recommended order. The decision of the Board shall be reduced to a written order signed by the Chairman, and shall constitute final action of the County on the protest.

k. The date, type and substance of all ex parte communications between any Board member and a hearing participant, including counsel therefor or any agent thereof, and between any Board member and third party, must be publicly disclosed by the Board member prior to the rendering of the Board's decision. All such communications that are written or received electronically must be filed for the record, and copies thereof provided to each Board member and hearing participant.

14. All proceedings before the hearing officer shall be informal, and customary rules of evidence shall be relaxed. In all respects both the hearing officer and the Board shall observe the requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the protest.

15. Ex parte communications between a hearing participant and the hearing officer are forbidden. The hearing officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the attempted communication, or requiring the offending hearing participant to disclose promptly the attempted communication, to the other hearing participants. Where necessary, the hearing officer may recuse himself or herself, and the subsequently designated hearing officer may order the offending participant to pay for all or any portion of the costs incurred by the County and any other hearing participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from further participation. Neither the County Attorney nor any assistant county attorney shall be subject to this subsection or prohibited from engaging in ex parte communications with the hearing officer.

16. The purpose of this policy is to promote fairness and public confidence in the competitive bidding process. To further such end, and except as otherwise specifically provided herein, the substantive law governing the resolution of bid protests found in the decisions of the Florida appellate courts, as well as any statutes or agency rules that may be applicable to the particular bid solicitation, shall guide the hearing officer and the Board in rendering a decision on a bid protest under this section. The significant principles of law governing the bid protest and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:

a. The burden is on the party protesting the award of the bid to establish a ground for invalidating the award.

b. The standard of proof for the protest proceeding shall be whether the proposed award was clearly erroneous, contrary to competition, arbitrary, or capricious.

c. The proposed award shall be deemed arbitrary or capricious if it is contrary in a material way to any governing statutes, the County's rules or policies, or the bid or proposal instructions or specifications.

d. The scope of the inquiry is limited initially to whether the proposed award is improper under the foregoing standard of proof. If and only if the hearing officer first determines on the basis of competent and substantial evidence that the proposed award is improper, then the hearing officer may recommend, in accordance with the law and this policy, an alternate disposition for the proposed award. Such disposition may include, but shall not be limited to, rejecting all bids, or awarding all or a portion of the bid to the protesting party.

e. A bid protest proceeding may not serve as a vehicle for the Board to revisit the proposed award absent a determination of impropriety as set forth above.

17. By written agreement amongst the protesting party, the County, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a protest for which a petition has been timely filed may be modified or waived so long as such modification

or waiver shall not hinder or thwart the proper and expeditious resolution of the protest, or otherwise operate to undermine the salutary purposes of competitive, public bidding.

18. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a hearing participant's procedural or substantive due process rights, a hearing officer may modify or suspend the applicability of any of the provisions or requirements of this section in the course of conducting a protest proceeding hereunder; provided, a hearing officer may not modify or suspend any of the provisions or requirements of subsections 3, 4, 6, 7, 8, 16, 20, 21 and 22 hereof.

19. Except and to the extent specifically provided in this section, and except and to the extent otherwise specified provided by written agreement amongst the protesting party, the County, and all then-existing intervenors, no provisions of Rule Chapter 28-106, Florida Administrative Code, shall be deemed applicable to the resolution of protests under this section.

20. For purposes of this section, the filing with the County Manager of a written notice of protest or of a written petition initiating a formal protest proceeding shall be deemed accomplished only when the original written notice or original written petition has been physically received by the County Manager or his or her designee. A notice or petition shall be deemed original only if it bears the original signature of the protesting party or such party's authorized agent. No notice or petition may be filed by facsimile transmission or by e-mail, and any notice or petition received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service or of the United States Postal Service to file a notice or petition shall be entirely at the risk of the person submitting the same, and any such notice or petition so received after the applicable deadline shall be deemed untimely.

21. For purposes of this section, a business day shall mean any 24-hour day that is not a Saturday, a Sunday, or a holiday observed by the County.

22. For purposes of this section, counsel shall mean an attorney who is a member of the Florida Bar in good standing.

23. For purposes of this section, all notices of protest and petitions initiating formal protest proceedings, and all stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to a hearing officer shall be on white, opaque paper 8 ½ by 11 inches in size. The pages of all such documents shall have margins on all sides of not less than 1 inch; shall be in Times New Roman or Courier New font no smaller than 12 in size, including footnotes and endnotes; shall have standard double-spacing between lines, excluding quotations, footnotes and endnotes; and shall be numbered at the bottom. All quotations shall be indented. Briefs shall not exceed 15 pages in length, and may not include any appendices. A digital copy of all written stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to the hearing officer must be simultaneously provided to the hearing officer in Word format, version 2000 or later, on compact disc or 3 ½" diskette.

24. For purposes of this section, a hearing participant shall mean and include the protesting party, the County and any intervenor.

25. This section shall be construed and implemented so as to secure the just, speedy, and inexpensive resolution of bid protests.

(O) **UTILITY RELOCATION AGREEMENTS:** Prior to soliciting bids for right of way improvements and other public works projects that require the removal or relocation of utilities, agreements with the affected utilities must be entered into providing for the terms, scheduling and conditions of such relocation and removal. The County Manager may develop and maintain such form of agreement as may be appropriate for accomplishing the requirements of this section. *(Resolution No. 09/10-65)*

(P) **NO-CONTACT RULE:** *(Resolution No. 09/10-81)*

1. As used in this section and unless the context clearly requires otherwise, the following terms and phrases shall have the meanings herein ascribed:

a. Contacting shall mean communicating or attempting to communicate by any means, whether orally, telephonically, electronically or in writing.

b. Bidder shall mean any person or entity submitting a response to a bid solicitation, and shall include all owners, shareholders, principals, officers, employees and agents thereof.

c. Bid shall mean any bid, request for proposals and request for qualifications.

d. Solicitation period shall mean the time between the publication of the notice of the bid and the opening of the bid.

e. Evaluation period shall mean the time between the opening of the bid and the award thereof by the Board of County Commissioners.

2. The instructions for all solicitations of bids to be submitted under seal shall include provisions prohibiting bidders from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator, and the foregoing instructions shall so state.

3. The no-contact rule set forth in subsection 2 shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package.

4. The purpose of the no-contact rule set forth in subsection 2 is to prevent any one bidder from gaining an advantage over other bidders through lobbying or otherwise attempting to influence the procurement decision through discussions or the presentation of information or materials outside of the process contemplated in the bid solicitation package and this purchasing policy, and also to ensure that the dissemination of information from the County entity to bidders regarding the bid solicitation is equal and uniform.

**Clay County**
**Sports Lighting Bid Sheet**


| | |
|---|---|
| Manufacturer: | Musco Sports Lighting, LLC |
| Address: | 100 1st Ave West PO Box 808 |
| City, State, Zip Code: | Oskaloosa, IA 52577 |
| Contact: | Amanda Hudnut |
| Phone: | 800-825-6030 |
| Fax: | 641-672-1996 |
| Email | musco contracts@musco.com |
| Federal ID#. | 42-1511754 |


Terms: 25% of contract price required with order. Balance due Net 30 days upon delivery.

All prices include delivery within Clay County, FL to the job site and are for the lighting system materials only.

**Section 1: Musco Sports Lighting Price List**

A. Light-Structure System™ with Total Light Control – TLC for LED® & SportsCluster® System with Total Light Control – TLC for LED®

**Light-Structure System™ with Total Light Control – TLC for LED®**

The Light-Structure System™ with TLC for LED® includes precast concrete bases, galvanized steel poles, electrical components enclosures, wire harnesses, luminaire assemblies and Control-Link® Control & Monitoring package. Installation is NOT included in pricing for the items listed in Section 1.

WARRANTY AND GUARANTEE: Musco will provide all materials and labor to maintain operation of the Light-Structure System™ with Total Light Control – TLC for LED® to original design criteria for 25 years. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 25™" document.

**SportsCluster® System with Total Light Control – TLC for LED®**

SportsCluster® System with TLC for LED® includes electrical components enclosures, wire harnesses, luminaire assemblies and Control-Link® Control & Monitoring package (does not include poles or concrete bases). Utilizes existing sports lighting poles that are compatible with Musco's lighting system. Installation is NOT included in the pricing for the items listed in Section 1.

WARRANTY AND GUARANTEE: Musco will provide all materials and labor to maintain operation of the SportsCluster® System with Total Light Control – TLC for LED® to original design criteria for 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 10™" document. The Constant 10™ warranty is contingent upon a site inspection.

FOOTBALL

| Field Size | Pole Setback | Average Maintained Light Level | Price for Light-Structure TLC-LED Materials | Price for SportsCluster TLC-LED Materials | Average Maintained Light Level | Price for Light-Structure TLC-LED Materials | Price for SportsCluster TLC-LED Materials |
|---|---|---|---|---|---|---|---|
| 360' x 160' | 50' | 30 FC | $153,700 | $106,100 | 50 FC | $234,100 | $156,100 |
| 360' x 160' | 70' | 30 FC | $187,300 | $118,400 | 50 FC | $266,700 | $168,600 |
| 360' x 160' | 100' | 30 FC | $219,100 | $118,700 | 50 FC | $319,500 | $169,100 |
| 360' x 160' | 120' | 30 FC | $237,800 | $130,700 | 50 FC | $331,800 | $187,300 |

## SOCCER

| Field Size | Pole Setback | Average Maintained Light Level | Price for Light-Structure TLC-LED Materials | Price for SportsCluster TLC-LED Materials | Average Maintained Light Level | Price for Light-Structure TLC-LED Materials | Price for SportsCluster TLC-LED Materials |
|---|---|---|---|---|---|---|---|
| 330x200 | 30' | 30 FC | $166,000 | $90,600 | 50 FC | $211,800 | $131,700 |
| 330x200 | 50' | 30 FC | $166,000 | $90,600 | 50 FC | $224,400 | $143,800 |
| 360x210 | 30' | 30 FC | $166,000 | $90,600 | 50 FC | $224,400 | $143,800 |
| 360x210 | 50' | 30 FC | $177,700 | $106,100 | 50 FC | $257,100 | $164,500 |
| 360x225 | 30' | 30 FC | $178,600 | $106,100 | 50 FC | $237,000 | $155,800 |
| 360x225 | 50' | 30 FC | $179,500 | $106,100 | 50 FC | $271,500 | $170,200 |

## BASEBALL / SOFTBALL

| Field Type | Field Size | Average Maintained Light Level (Inf Out) | Price for Light-Structure TLC-LED Materials | Price for SportsCluster TLC-LED Materials | Average Maintained Light Level (Inf Out) | Price for Light-Structure TLC-LED Materials | Price for SportsCluster TLC-LED Materials |
|---|---|---|---|---|---|---|---|
| 60' Base Path | 200' | 30/20 | $107,400 | $70,300 | 50/30 | $119,200 | $78,800 |
| 60' Base Path | 225' | 30/20 | $122,100 | $80,500 | 50/30 | $134,000 | $92,100 |
| 60' Base Path | 250' | 30/20 | $127,200 | $80,500 | 50/30 | $149,900 | $103,000 |
| 60' Base Path | 300' | 30/20 | $173,300 | $119,800 | 50/30 | $205,500 | $134,300 |
| 60' Base Path | 320' | 30/20 | $177,800 | $124,300 | 50/30 | $226,800 | $146,300 |
| | | | | | | | |
| 90' Base Path | 300' | 50/30 | $235,900 | $147,400 | 70/50 | $325,300 | $208,500 |
| 90' Base Path | 325' | 50/30 | $259,600 | $159,500 | 70/50 | $352,300 | $228,400 |
| 90' Base Path | 350' | 50/30 | $273,100 | $172,500 | 70/50 | $403,800 | $252,600 |
| 90' Base Path | 320/360/320 | 50/30 | $261,200 | $160,800 | 70/50 | $413,600 | $255,300 |
| 90' Base Path | 330/400/330 | 50/30 | $366,200 | $212,600 | 70/50 | $464,600 | $281,000 |

## TENNIS

| # Courts | Average Maintained Light Level | Price for Light-Structure TLC-LED Materials | Price for SportsCluster TLC-LED Materials |
|---|---|---|---|
| 2 | 50 FC | $69,500 | $49,400 |
| 3 | 50 FC | $81,500 | $52,600 |
| 4 | 50 FC | $81,500 | $52,600 |
| 6 | 50 FC | $162,400 | $102,300 |

## BASKETBALL - OUTDOOR

| # Courts | Average Maintained Light Level | Price for Light-Structure TLC-LED Materials | Price for SportsCluster TLC-LED Materials |
|---|---|---|---|
| 2 | 50 FC | $61,100 | $44,300 |

| BASKETBALL - INDOOR - 10 year parts and labor warranty | | |
|---|---|---|
| # Courts | Light Level | Price for LED Material |
| 1 - 94 x 50 | 80 FC | $25,500 |

| PARKING LOT - 10 year parts and labor warranty | | | |
|---|---|---|---|
| Parking Lot Area | Light Level | Price for LED Material | Price per Square foot (to be used for alternate size areas) |
| 320' x 200' | 1 FC | $28,600 | $0.45/sq ft |

1. This pricing is based on using Musco's typical 5700 Kelvin/75 CRI LED fixtures. Other Kelvin & CRI LED fixtures combinations are available and may add additional cost.

2. Sales tax, labor and unloading of the equipment is not included as part of the materials only pricing

3. Pricing is based on shipment of entire project together to one location. Delivery time of order, submittal approval, and confirmation of order details include voltage and phase and pole location is approximately 4-6 weeks standard shipping.

4. This pricing list should not be considered complete and exhaustive due to the nature of each project being unique, design-build situation.

B Light-Structure System™ with Green Generation Lighting® metal halide technology or SportsCluster® System with Green Generation Lighting® metal halide technology will be reduced by 15% on all field pricing packages on the bid form. This pricing list should not be considered complete and exhaustive due to the nature of each project being unique, design-build situation.

Example: 360' x 160' Football @ 30FC (50' SETBACK)

$153,700 X 15% = $23,055

$153,700 - $23,055

Metal Halide Technology Pricing = $130,645

Includes precast concrete bases, galvanized steel poles, electrical components enclosures, wire harnesses luminaire assemblies and Control-Link® Control & Monitoring package (does not include poles with SportsCluster®). Installation is NOT included in pricing for the items listed in Section 1

WARRANTY AND GUARANTEE. Musco will provide all materials and labor to maintain operation of the Light-Structure System™ with Green Generation Lighting® metal halide technology or SportsCluster® System with Green Generation Lighting® metal halide technology to original design criteria for 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 10™" document.

C Other Applications

| | Cost | |
|---|---|---|
| Additional lighting for security, special areas, replacing fixtures on existing poles or non-standard field sizes & pole locations | $3,500 | per fixture |
| Control-Link Retrofit Unit (material only) | $8,500 | per unit |
| Control-Link Unit - Multiple Services (material only) | $6,700 | per unit |
| Osprey Nest Platforms | $3,000 | each |
| LLC-RGBW Fixture | $4,500 | per fixture |
| LED Security Fixture (mount on Musco pole) | $1,850 | per fixture |
| LED Pathway Lighting (8' pole with LED fixture) | $2,300 | per pole |
| LED Area Lighting (15' pole with LED fixture) | $2,250 | per pole |
| LED Roadway Lighting (30' pole with LED fixture) | $2,550 | per pole |
| LED Bollard Lighting (42" pole with LED fixture) | $800 | per pole |

## Section II: Adders

A The above pricing is based upon 2017 FBC 130 mph For each 10 mph increase in wind zone the equipment price will increase by 10%

B. Florida Building Code 2017 edition with supplement for public schools will add up to 20% to the price of the job plus any applicable wind zone increase adder

C Broward County and Miami-Dade County for HVHZ wind zone will add up to 30% to the price of the job plus any applicable wind zone increase adder

D Control-Link® Entertainment package will increase the equipment price by 5%

E. Control-Link® Entertainment+ package will increase the equipment price by 12% Musco is not responsible for obtaining or any cost associated with music licenses

## Section III: Labor Costs

A Pole Installation (price per pole)

| Pole Height | LS 2017 FBC 130 mph Price |
|---|---|
| 40 | $4,150 |
| 50' | $4,300 |
| 60' | $4,600 |
| 70' | $5,300 |
| 80' | $6,450 |
| 90' | $9,500 |
| 100' | $11,550 |
| 110' | $17,550 |

B. Sub-Standard Soil Conditions – The above installation price is based upon 130 mph wind zone installed in standard class 5 soils. If sub-standard soil conditions exist, it is understood that there may be additional costs associated with a sub-standard soil installation and owner agrees to accept the additional costs In addition, because wind zones sometimes impact pole size, there maybe a 10% increase in the cost of installation for each 10 mph increase in wind zone.

| | | |
|---|---|---|
| C. | Removal of Existing Concrete Poles | $4,600 per pole |
| D. | Removal of Existing Wooden Poles | $1,750 per pole |
| E. | Straighten Concrete Pole | $5,000 per pole |
| F. | Patching Concrete Poles | $4,000 per pole |
| G | Installation of Fixtures on Existing Poles | $6,000 per pole |
| H. | Installation of Control Link Retrofit | $2,100 per unit |
| I. | Retrofit existing Gymnasium with LED | $750 per fixture |
| J | Site Inspection – Evaluation of existing lighting system | $2,500 per project |

**Section IV: Electrical Costs**

A Service Options

| | |
|---|---|
| Option A – 200 Amp Service (Section IV. A. 1) | **$12,650 each** |
| Option B – 400 Amp Service (Section IV. A. 1) | **$21,300 each** |
| Option C – 600 Amp Service (Section IV. A. 1) | **$25,900 each** |
| Option D – 800 Amp Service (Section IV. A. 1) | **$28,750 each** |

B Conduit Pull Boxes and Conductors

1 Wiring from Panel to Contactors

| | |
|---|---|
| a Connect wiring from one 3 pole 30 amp breaker to one 3 pole, 30 amp contactor using 3-#6 conductors max distance of 10 feet | **$100 each** |
| b Connect wiring from one 3 pole 60 amp breaker to one 3 pole, 60 amp contactor using 3-#4 conductors max distance of 10 feet | **$110 each** |

2 Wiring from Contactors to Poles

| | |
|---|---|
| a 2" PVC with (4) #1 THWN conductors | **$30 per foot** |
| b 2 ½" PVC with (4) 3/0 | **$40 per foot** |
| c 4" PVC with (4) 500mcm | **$75 per foot** |
| d (2) 4" PVC with (4) 300mcm | **$98 per foot** |

3 Copper Conductors in PVC Conduit pricing is based on a 500' maximum distance. After 500' the per foot pricing will apply

| | | | |
|---|---|---|---|
| a | 10 | $5,400 | **$5.75 per foot** |
| b | 8 | $5,980 | **$8.65 per foot** |
| c | 6 | $6,210 | **$11.50 per foot** |

4. Pull Boxes

| | |
|---|---|
| a. Brooks 381' pull box with 8" x 8" x 6" PVC box Inside | **$600 each** |
| b Connect 4-#1 conductors from pull box to sports lighting pole, maximum distance of 10 feet | **$150 each** |

C Installation of Contactor Cabinets

| | |
|---|---|
| a. 48" Cabinet | **$5,750 each** |
| b. 72" Cabinet | **$8,650 each** |

D Lightning Protection

| | |
|---|---|
| 1. Surge Arrestor – protection at remote electrical enclosure | **$1,200 each** |
| 2 Surge Arrestor – protection on line side of panel | **$9,900 each** |

E Pole Grounding

| | |
|---|---|
| 1. Provide and install ground rods for poles 70' and below | $900 per pole |
| 2 Provide and install ground rods for poles 80' and above | $1,450 per pole |

## Section V: Engineered Plans

| | | |
|---|---|---|
| A | Electrical Engineering Drawings sealed by P E | |
| | 1. Adder for 200 amp service | **$6,600 each** |
| | 2 Adder for 400 amp service | **$9,950 each** |
| | 3 Adder for 600 amp service | **$15,900 each** |
| | 4 Adder for 800 amp service | **$26,450 each** |
| B | Structural Engineering Drawings, sealed by P E | |
| | 1 Foundation and pole plans based on assumed soils | **$1,350 per project** |
| | 2 Foundation and pole plans based on geotech report | **$3,300 per project** |
| C | Geotech report | **$9,950 per project** |
| D | Bonding (over $200 000) | **$2,000 per $100,000** |
| E | Site survey | **$3,300 per project** |
| F | Project management | **$6,000 per project** |

## Section VI: Yearly Adjustments

A During the term of this contract, technical upgrades to these products may periodically become available and will be offered to the owner. Musco reserves the right to supply upgraded technology provided it maintains the on-field lighting performance, enhances benefits and does not exceed the prices bid when applied to a project application under the current contract provisions

B. During the term of this contract new products with improved technology may become available Musco reserves the right whether or not to offer new products to the owner based upon the application, and it is at the owner's discretion whether or not to accept the associated increased costs of the new, improved technology

C. During the term of this contract if the State of Florida Building Code and/or wind speeds change Musco reserves the right to adjust pricing accordingly

M. GAY CONSTRUCTORS, INC.
BID FORM
ATTACHMENT OF UNIT PRICEES
CLAY COUNTY FLORIDA

VARIOUS EQUIPMENT AND AMENITIES FOR PARKS
AND PLAYGROUND

November 11, 2020 Request to RFP NO. 18/19-2

M Gay Constructors, Inc is properly licensed in accordance with Florida Statute 471.003 to perform design build projects. Our Florida Licenses are CGC1512259 and EC0001098.

1. **Install Owner Furnished Sports Lighting Poles and Fixtures**
   Our price includes unloading, assembling, and installing the metal or concrete poles with standard foundations. Metal poles are installed on the concrete stud foundation supplied by Musco. Price does not include any special foundations such as, suspended bases, rebar or any hole diameter larger than 36" in diameter. No electrical field wiring or ground rods are included.

Install:

| Mount Heights | Metal | Concrete |
|---|---|---|
| 40' (10' Maximum inbed) | $3,500.00 | $5,600.00 |
| 50' (10' Maximum inbed) | $3,600.00 | $5,700.00 |
| 60' (10' Maximum inbed) | $3,700.00 | $5,800.00 |
| 70' (10' Maximum inbed) 1 to 13 Fixtures | $3,800.00 | $5,900.00 |
| 70' (15' Maximum inbed) 14 to 27 Fixtures | $3,900.00 | $6,900.00 |
| 80' (15' Maximum inbed) 1 to 19 Fixtures | $4,900.00 | $8,900.00 |
| 80' (15' Maximum inbed) 20 to 33 Fixtures | $5,000.00 | $9,000.00 |
| 90' (15' Maximum inbed) 1 to 12 Fixtures | $6,500.00 | $15,000.00 |
| 90' (15' Maximum inbed) 13 to 40 Fixtures | $7,000.00 | $16,000.00 |
| 100' (20 Maximum inbed) 1 to 15 Fixtures | $12,000.00 | $17,000.00 |
| 110' | $19,000.00 | $24,000.00 |
| 120' | $27,000.00 | $28,000.00 |

2. **Install owner furnished fixtures on existing poles and wire to box bottom of of the pole.** $990.00 per fixture

3. **Osprey Platform to be installed on new pole or existing pole.**
   **(New pole not included in price)**

| | |
|---|---|
| New Pole | $3,000.00 each |
| Exiting Pole | $4,500.00 each |

**4. Field Electrical Wiring**

Copper Conductors in PVC Conduit pricing is based on a 500' maximum distance. After 500' the per foot pricing will apply.

| Circuit Size | Single Phase | Per Ft | Three Phase | Per ft Price |
|---|---|---|---|---|
| #12 | $5,200.00 | $2.84 | $4,150.00 | $3.56 |
| #10 | $4,025.00 | $3.04 | $4,175.00 | $3.71 |
| #8 | $4,400.00 | $4.52 | $4,600.00 | $5.65 |
| #6 | $4,600.00 | $6.20 | $4,800.00 | $7.74 |
| #4 | $5,000.00 | $8.82 | $5,200.00 | $11.04 |
| #3 | $5,200.00 | $10.72 | $5,400.00 | $13.40 |
| #2 | $6,200.00 | $11.52 | $6,400.00 | $14.40 |
| #1 | $6,800.00 | $16.33 | $7,000.00 | $20.40 |
| #1/0 | $7,800.00 | $20.04 | $8,000.00 | $25.05 |
| #2/0 | $8,200.00 | $24.13 | $8,300.00 | $30.16 |
| #3/0 | $9,400.00 | $30.09 | $9,700.00 | $37.61 |
| #4/0 | $9,800.00 | $36.30 | $10,300.00 | $45.38 |
| #250 mcm | $11,500.00 | $44.79 | $11,800.00 | $56.00 |
| #350 mcm | $12,500.00 | $60.37 | $13,000.00 | $75.57 |
| #500 mcm | $21,000.00 | $81.05 | $27,000.00 | $101.29 |

**5. Service**

| Amps | Single Phase | Three Phase |
|---|---|---|
| 100 | $ 8,200.00 | $ 9,400.00 |
| 150 | $ 8,300.00 | $ 9,500.00 |
| 200 | $ 8,700.00 | $ 9,800.00 |
| 250 | $14,000.00 | $15,000.00 |
| 400 | $18,000.00 | $19,000.00 |
| 600 | $24,000.00 | $25,000.00 |
| 800 | $29,000.00 | $30,000.00 |
| 1000 | $33,000.00 | $34,000.00 |
| 1200 | $39,000.00 | $40,000.00 |
| 1600 | | $45,000.00 |

Pricing is based upon the maximum Service Feeder length to be no more than 50' from the power source to the service.

**6. Lighting Contactors Furnished and Installed**

| Contactor | Price |
|---|---|
| 30 Amp | $ 1,500.00 |
| 60 Amp | $ 1,700.00 |
| 100 Amp | $ 2,200.00 |
| 200 Amp | $ 5,100.00 |
| 400 Amp | $14,000.00 |

7. **Install Owner Furnished Lighting Contactors**

| Contactor | Price |
|---|---|
| 30 Amp | $ 600.00 |
| 60 Amp | $ 900.00 |
| 100 Amp | $ 1,100.00 |
| 200 Amp | $ 1,700.00 |
| 400 Amp | $ 2,400.00 |

8. **Provide Hourly Equipment and Labor**

| | | |
|---|---|---|
| 45' Bucket Truck | | $ 110. 00 per hour |
| 30 Ton Crane | 8 hr minimum | $ 225.00 per hour |
| 50 Ton Crane | 8 hr minimum | $ 300.00 per hour |
| 70 Ton Crane | 8 hr minimum | $ 375.00 per hour |
| 100 Ton Crane | 8 hr minimum | $ 250.00 per hour |
| (Mob in $4,500.00 and Mob out $4,500.00) | | |
| 200 Ton Crane | 8 hr minimum | $ 550.00 per hour |
| (Mob in $4,500.00 and Mob out $4,500.00) | | |
| Auger Truck | 4 hr minimum | $ 175.00 per hour |
| Production Digger | 8 hr minimum | $ 650.00 per hour |
| (Max auger 60" and 25' depth) | | |
| Flat Bed Truck | 4 hr minimum | $ 150.00 per hour |
| Water Truck | 4 hr minimum | $ 150.00 per hour |
| Backhoe | | $2,200.00 per day |
| Trencher | | $1,500.00 per day |
| Directional Boring | Up to 2" | $ 30.00 per foot |
| Directional Boring | 2 ½" to 4" | $ 45.00 per foot |
| Directional Boring | 4 ½" to 8" | $ 65.00 per foot |
| Electrician | | $ 95.00 per hour |
| Foreman | | $ 95.00 per hour |
| Rigger | | $ 75.00 per hour |
| Helper | | $ 65.00 per hour |
| High Lift | | $9,500.00 per day |
| Tractor Trailer (Oversized loads) | | $ 750.00 per hr. (plus permits) |
| Pick up Truck | | $ 35.00 per hr. |

9. **Mark up on Material** — 20% Plus Tax

10. **Per Diem rates outside of Clay County** — $ 650.00 per crew

11. **Dumpster Fee** — $2,000.00 per dumpster

12. **Pole Demolition**

| | |
|---|---|
| Wood Poles | $1,200.00 per pole |
| Concrete Poles | $3,500.00 per pole |

Price includes taking the poles down.

Price does not include transporting, disposing or relocating poles. All fixtures to be removed per this pricing.

| | |
|---|---|
| **13. Fill Dirt** | $1,200.00 per 18 yd load |
| **14. Storage Container** | $1,500.00 per month per container |
| **15. Provide Water Meter** | $2,800.00 |

**16. Provide Electrical Engineering** – 14% of the total cost of the project. Total cost includes all owner furnished material.

## GENERAL NOTES

- All Projects outside Clay County are subject to a fuel surcharge 5% of the total cost of the project.
- Access to all pole locations to be provided by others.
- No repair of sod, sidewalk, concrete, asphalt, curbing, landscaping or utilities
- This pricing is based upon **NORMAL** drilling conditions. Any deviation from these conditions shall result in additional cost.
- No removal of dirt, debris or drilling spoils is included in this price.
- Pole locations shall be surveyed by others showing the location of grade
- Pole aiming points to be surveyed by others.
- A water source (such as a hydrant) shall be provided by others
- No permit or impact fees included
- A disposal area to place drilling spoils and drilling fluids is to be provided by others
- Pricing is based upon a one time mobilization for complete project. All additional mobilizations are to be priced accordingly.
- Pricing does not include and performance or payment bonds.
- Pricing does not include removal, disposal or remediation of hazardous waste
- We reserve the right to increase pricing on materials due to excessive market volatility

# BID TABULATION FORM

RFP: 18/19-2 | Date: March 19, 2019

Proj: **Various Equipment and Amenities for Parks and Playgrounds** | Time Open: 1:00

Ad: Clay Today, February 14, 2019 | Time Close 2:15

This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

**Bids to be evaluated based on evaluation criteria established in bid document**

| | Bidder | Copies | W9 | Insurance | Total |
|---|---|---|---|---|---|
| 1 | Custom Canopies Inc. | ✓ | ✓ | ✓ | TBD |
| 2 | Dominica Recreation Products | ✓ | ✓ | ✓ | TBD |
| 3 | Rosette Equipment Company | ✓ | ✓ | ✓ | TBD |
| 4 | Recycled Plastic Factory LLC | ✓ | ✓ | ✓ | TBD |
| 5 | Playworld Playsets LLC | ✓ | ✓ | ✓ | TBD |
| 6 | Dynamo Industries | ✓ | ✓ | ✓ | TBD |
| 7 | Robertson Industries | ✓ | ✓ | ✓ | TBD |
| 8 | RCP Shelters | ✓ | ✓ | ✓ | TBD |
| 9 | Miracle Recreation/True North | ✓ | ✓ | ✓ | TBD |
| 10 | Nevco Sports LLC | ✓ | ✓ | ✓ | TBD |
| 11 | Regal Contractors, Inc. | ✓ | ✓ | ✓ | TBD |
| 12 | Wausau Tile Inc. | ✓ | ✓ | ✓ | TBD |
| 13 | Musco Sports Lighting LLC | ✓ | ✓ | ✓ | TBD |
| 14 | Greenfield Outdoor Fitness, Inc | ✓ | ✓ | ✓ | TBD |
| 15 | Miller Recreation Equipment & Design, Inc | ✓ | | | TBD |

**Staff Assigned to tabulate bids and make recommendations:**

James Householder — Name

Facilities Maintenance Dir — Title

**Recommendations:** Staff will review the bids and present a recommendation to the Finance Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document.

Bid Opening Witnessed By: Donna Frisk (BCC)

Clerk

Department Representative

# BID TABULATION FORM

RFP: 18/19-2

Date: March 19, 2019

Proj: **Various Equipment and Amenities for Parks and Playgrounds**

Time Open: 1:00

Ad: Clay Today, February 14, 2019

Time Close 2:12

This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

**Bids to be evaluated based on evaluation criteria established in bid document**

| | Bidder | Copies | W9 | Insurance | Total |
|---|---|---|---|---|---|
| 1 | Playmore Recreational Products | ✓ | ✓ | ✓ | TBD |
| 2 | Top Line Recreation | ✓ | ✓ | ✓ | TBD |
| 3 | Rep Services Inc. | ✓ | ✓ | | TBD |
| 4 | Southern Recreational Inc. | ✓ | ✓ | ✓ | TBD |
| 5 | Bliss Products & Services Inc. | ✓ | ✓ | ✓ | TBD |
| 6 | Swartz Associates | ✓ | ✓ | | TBD |
| 7 | Play Spaces Services Inc | ✓ | ✓ | ✓ | TBD |
| 8 | Advanced Recreational Concepts | | | | |
| 9 | | | | | |
| 10 | | | | | |
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**Staff Assigned to tabulate bids and make recommendations:**

James Householder
Name

Facilities Maintenance Director
Title

**Recommendations:** Staff will review the bids and present a recommendation to the Finance Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document.

Bid Opening Witnessed By: Donna Fish
(BCC)

Clerk

Department Representative

**REP SERVICES, INC.**
*Experts at Play & Outdoor Spaces*
Site Amenities ■ Playground Equipment ■ Safety Surfacing ■ Shade
Phone 407 851 9658 Fax: 866 232 8532 E mail: sales@repservices.com

**E-mail POs and contracts to:**
contracts@repservices.com

**Please mail checks to:**
Rep Services, Inc.
165 W. Jessup Ave.
Longwood, FL 32750-4146

**Proposed To:** City of Jacksonville
Parks, Recreation and Community Services
214 N. Hogan Street
Jacksonville, FL 32202

**Attn:** Jill Enz

**Ship To:** TBD at a later date

**Attn:**

**Bill To:** City of Jacksonville
Parks, Recreation and Community Services
214 N. Hogan Street
Jacksonville, FL 32202

**Attn:** Jill Enz

**Project No:** 19106
**Proposal No:** 19106.10
**Proposal Date:** 11/15/2023

**Project Name:** City of Jacksonville - St. Johns Park
**Proposal Name:** St Johns Park Playground
**Proposal Expires:** 1/28/2024

**Project Contact:** Joseph Loretta
**Project Location:** 1403 Riverplace Blvd
Jacksonville, FL 32207-9013
Project County: Duval

**For Questions Contact:** Jason Smith ☎ 407-853-3595 jason@repservices.com
**Consultant:** Kim McPhee ☎ 407-853-3574 kim@repservices.com

**Opt/Rev:** A/7 12/14/23 - NA

**Vendor:** Landscape Structures **Proj Drawings:** 1164650-01-13 592120

| Class | Part No | Qty | Description | Unit Price | Disc | Net Price | Ext Price |
|---|---|---|---|---|---|---|---|
| **PlayBooster 2-5** | | | | | | | |
| Climbers | IP160419A-001 | 1 EA | The Stepper Rock Climber DB Only | 4,100.00 | -2.0% | 4,018.00 | 4,018.00 |
| Custom | CP011447 | 1 EA | 84"oc Large Rpl Ship Stern DB - 1-opening @ Grade. Includes Mink 2x8 Boards; All Framing. Does Not Include 5" Stern Post. | 21,690.00 | -2.0% | 21,256.20 | 21,256.20 |
| | CP011469 | 4 EA | 42" Oc Horizontal Rpl Barrier Above Deck - All Mink Boards, Will Run Horizontal. | 1,955.00 | -2.0% | 1,915.90 | 7,663.60 |
| | CP013449 | 1 EA | 42" Horizontal Rpl Barrier W/ Telescope Above Deck - All Mink Boards 2x8, Will Run Horizontal. | 5,935.00 | -2.0% | 5,816.30 | 5,816.30 |
| | CP015501 | 1 EA | 84"oc Large Rpl Ship Bow W-holes DB - 2-openings. Includes Mink Boards; All Framing. Db. Grab Bar And Rpl Step Added @ Front Opening Of Ship. | 22,410.00 | -2.0% | 21,961.80 | 21,961.80 |
| | CP035357 | 1 EA | 40" Deck Oar Climber W/perm Handholds - 2-5 Model DB - Proshield Oar Climber W/perm Handholds. | 2,775.00 | -2.0% | 2,719.50 | 2,719.50 |
| Decks | PB111228A-001 | 1 EA | Square Tenderdeck | 1,315.00 | -2.0% | 1,288.70 | 1,288.70 |
| | PB111229A-001 | 2 EA | Square Deck Extension | 1,255.00 | -2.0% | 1,229.90 | 2,459.80 |
| | PB111230A-001 | 1 EA | Square Deck Corner | 1,210.00 | -2.0% | 1,185.80 | 1,185.80 |
| | PB184354B-004 | 1 EA | Curved Transfer Module - Left 2-5yrs 40"dk DB | 3,980.00 | -2.0% | 3,900.40 | 3,900.40 |
| Enclosures | PB115254A-001 | 1 EA | Storefront Panel | 800.00 | -2.0% | 784.00 | 784.00 |
| Kids In Motion | IP152179A-002 | 1 EA | Saddle Spinner DB 12"height | 1,305.00 | -2.0% | 1,278.90 | 1,278.90 |
| Posts | PB111404E-001 | 8 EA | 116"alum Post DB | 395.00 | -2.0% | 387.10 | 3,096.80 |
| Signs | IP182503A-001 | 1 EA | Welcome Sign (Isi Provided) - Ages 2-5 Years Direct Bury | 0.00 | -2.0% | 0.00 | 0.00 |
| Slides & Gliders | PB126368A-001 | 1 EA | 30"dia El Tunnel Slide - W/o View 40"dk DB | 3,795.00 | -2.0% | 3,719.10 | 3,719.10 |
| **PlayBooster 5-12** | | | | | | | |
| Bridges & Ramps | PB120325A-002 | 1 EA | Ramp Berm Exit Plate - Concrete Wall | 525.00 | -2.0% | 514.50 | 514.50 |
| Climbers | PB111465A-002 | 1 EA | Step Deck 16"dk | 1,170.00 | -2.0% | 1,146.60 | 1,146.60 |
| Custom | CP000114A-001 | 2 EA | Dtr Ind Stone Stepper 8" | 1,190.00 | -2.0% | 1,166.20 | 2,332.40 |
| | CP002678 | 4 EA | 90° Trideck Extension | 1,325.00 | -2.0% | 1,298.50 | 5,194.00 |
| | CP008838 | 2 EA | 101" OC Ramp With Guardrails. 8" Rise. | 6,415.00 | -2.0% | 6,286.70 | 12,573.40 |
| | CP008984 | 1 EA | Upcharge Custom Digifuse Panel Art (approval Req'd) - For (1) Digifuse Ready Standard Panel (bubble, Pb/ps Barrier, Periscope, Hole, Arch Sign), *panel Only* | 710.00 | -2.0% | 695.80 | 695.80 |
| | CP009126 | 1 EA | Shortened 90 Deg Trideck - Shortened To Attach To Curved Post (version 1). | 1,460.00 | -2.0% | 1,430.80 | 1,430.80 |
| | CP009127 | 2 EA | Shortened Square Deck - Shortened To Attach To Curved Posts. | 1,660.00 | -2.0% | 1,626.80 | 3,253.60 |
| | CP009128 | 1 EA | Captain's Cabin Frame - Includes Joist System To Hold Up Decks, And Post Stubs. | 6,065.00 | -2.0% | 5,943.70 | 5,943.70 |
| | CP009129 | 2 EA | Captain's Cabin Side Panel - Includes Woodgrain Cladding. | 3,770.00 | -2.0% | 3,694.60 | 7,389.20 |
| | CP009130 | 1 EA | Captain's Cabin Front Panel - Includes Woodgrain Cladding. | 5,660.00 | -2.0% | 5,546.80 | 5,546.80 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | | Woodgrain Cladding And Loop Ladder To 72i Deck. | | | | |
| | CP036582 | 1 EA | G1 Large Rpl Ship Faade Bay - Includes Woodgrain Cladding And Water Spray Cannon At Grade. | 8,370.00 | -2.0% | 8,202.60 | 8,202.60 |
| | CP036583 | 1 EA | H1 Large Rpl Ship Faade Bay DB - Includes Woodgrain Cladding And Step Ladder To 72i Deck. | 8,125.00 | -2.0% | 7,962.50 | 7,962.50 |
| | CP036584 | 1 EA | I1 Large Rpl Ship Faade Bay - Includes Woodgrain Cladding And Cannon At 72i Deck. | 7,900.00 | -2.0% | 7,742.00 | 7,742.00 |
| | CP036585 | 1 EA | J1 Large Rpl Ship Faade Bay - Includes Woodgrain Cladding. | 4,965.00 | -2.0% | 4,865.70 | 4,865.70 |
| | CP036586 | 1 EA | K1 Large Rpl Ship Faade Bay - Includes Woodgrain Cladding And Spray Cannon At Grade. | 8,215.00 | -2.0% | 8,050.70 | 8,050.70 |
| | CP036587 | 1 EA | L1 Large Rpl Ship Faade Bay - Includes Woodgrain Cladding. | 3,185.00 | -2.0% | 3,121.30 | 3,121.30 |
| | CP036588 | 1 EA | M1 Large Rpl Ship Faade Bay - Includes Woodgrain Cladding. | 3,185.00 | -2.0% | 3,121.30 | 3,121.30 |
| | CP036589 | 1 EA | N1 Large Rpl Ship Faade Bay - Includes Woodgrain Cladding. | 3,210.00 | -2.0% | 3,145.80 | 3,145.80 |
| | CP036590 | 1 EA | A2 Large Rpl Ship Faade Bay - Includes Woodgrain Cladding. | 5,365.00 | -2.0% | 5,257.70 | 5,257.70 |
| | CP036591 | 1 EA | B2 Large Rpl Ship Faade Bay DB - Includes Woodgrain Cladding And Anchor Climber. | 13,795.00 | -2.0% | 13,519.10 | 13,519.10 |
| | CP036592 | 1 EA | C2 Large Rpl Ship Faade Bay - Includes Woodgrain Cladding And Mobius Climbing Grips. | 7,570.00 | -2.0% | 7,418.60 | 7,418.60 |
| | CP036593 | 1 EA | D2 Large Rpl Ship Faade Bay - Includes Woodgrain Cladding And Curved Bridge With Barrier. | 8,095.00 | -2.0% | 7,933.10 | 7,933.10 |
| | CP036594 | 1 EA | E2 Large Rpl Ship Ship Faade Bay DB - Includes Woodgrain Cladding And Spyroslide | 12,150.00 | -2.0% | 11,907.00 | 11,907.00 |
| | CP036595 | 1 EA | F2 Large Rpl Ship Ship Faade Bay - Includes Woodgrain Cladding And Water Spray Cannon At Grade. | 7,825.00 | -2.0% | 7,668.50 | 7,668.50 |
| | CP036596 | 1 EA | G2 Large Rpl Ship Ship Faade Bay DB - Includes Woodgrain Cladding, Cannon At 72i Deck, Rollerslide, Andd Rollerslide Deck With Ladder And Handholds. | 18,190.00 | -2.0% | 17,826.20 | 17,826.20 |
| | CP036597 | 1 EA | H2 Large Rpl Ship Ship Faade Bay - Includes Woodgrain Cladding And Water Spray Cannon At Grade. | 7,825.00 | -2.0% | 7,668.50 | 7,668.50 |
| | CP036598 | 1 EA | I2 Large Rpl Ship Ship Faade Bay DB - Includes Woodgrain Cladding And Wood Plank Wiggle Ladder At 72i Deck. | 7,490.00 | -2.0% | 7,340.20 | 7,340.20 |
| | CP036599 | 1 EA | J2 Large Rpl Ship Ship Faade Bay - Includes Woodgrain Cladding. | 4,780.00 | -2.0% | 4,684.40 | 4,684.40 |
| | CP036600 | 1 EA | K2 Large Rpl Ship Ship Faade Bay - Includes Woodgrain Cladding And Water Spray Cannon At Grade. | 8,215.00 | -2.0% | 8,050.70 | 8,050.70 |
| | CP036601 | 1 EA | L2 Large Rpl Ship Faade Bay - Includes Woodgrain Cladding. | 3,185.00 | -2.0% | 3,121.30 | 3,121.30 |
| | CP036602 | 1 EA | M2 Large Rpl Ship Faade Bay - Includes Woodgrain Cladding. | 3,185.00 | -2.0% | 3,121.30 | 3,121.30 |
| | CP036609 | 1 EA | N2 Large Rpl Ship Faade Bay - Includes Woodgrain Cladding. | 3,210.00 | -2.0% | 3,145.80 | 3,145.80 |
| | CP036610 | 1 EA | SM Upcharge Custom - Upcharge To Change DB Posts To 18" SM On 1164650-01 | 9,105.00 | -2.0% | 8,922.90 | 8,922.90 |
| | CP036612 | 1 EA | Custom Posts For Ship 12i SM - All Custom Posts For Large Rpl Ship. | 44,500.00 | -2.0% | 43,610.00 | 43,610.00 |
| | CP036613 | 1 EA | 5" Surface Mount Post Modification For All Ship Posts | 95,905.00 | -2.0% | 93,986.90 | 93,986.90 |
| Decks | PB111228A-001 | 2 EA | Square Tenderdeck | 1,315.00 | -2.0% | 1,288.70 | 2,577.40 |
| | PB111229A-001 | 17 EA | Square Deck Extension | 1,255.00 | -2.0% | 1,229.90 | 20,908.30 |
| | PB111230A-001 | 8 EA | Square Deck Corner | 1,210.00 | -2.0% | 1,185.80 | 9,486.40 |
| | PB121948A-001 | 2 EA | Kick Plate 8"rise | 145.00 | -2.0% | 142.10 | 284.20 |
| | PB122197A-001 | 5 EA | 90° Triangular Tenderdeck | 1,105.00 | -2.0% | 1,082.90 | 5,414.50 |
| | PB154752A-001 | 1 EA | Hex Deck W/one Extension | 5,850.00 | -2.0% | 5,733.00 | 5,733.00 |
| Enclosures | PB115236A-001 | 1 EA | Ball Maze Panel Above Deck | 1,575.00 | -2.0% | 1,543.50 | 1,543.50 |
| | PB116244A-001 | 2 EA | Pipe Barrier Above Deck | 800.00 | -2.0% | 784.00 | 1,568.00 |
| | PB127439A-001 | 1 EA | Navigator Reach Panel Above Deck | 885.00 | -2.0% | 867.30 | 867.30 |
| | PB127440A-001 | 1 EA | Trail Tracker Reach Panel - Above Deck | 600.00 | -2.0% | 588.00 | 588.00 |
| | PB127681A-001 | 1 EA | Image Panel - 176 Block - Above Deck | 1,795.00 | -2.0% | 1,759.10 | 1,759.10 |
| | PB135729A-001 | 1 EA | Periscope Reach Panel - Above Deck | 2,000.00 | -2.0% | 1,960.00 | 1,960.00 |
| | PB135730A-001 | 1 EA | Match 3 Reach Panel - Above Deck | 1,050.00 | -2.0% | 1,029.00 | 1,029.00 |

**General Terms of Sale and Proposal Summary**

Net 30

| | |
|---|---|
| **Product:** | $1,294,529.69 |
| **Installation:** | $553,359.72 |
| **Freight:** | $44,631.00 |
| **Proposal Total:** | $1,892,520.41 |

**Notes**

The Clay County Contract #18/19-2 provides a 2% discount on LSI product. The maximum price for installation is 50% of the product price. (Installation does not include site prep, slabs, footings or engineering).

The Clay County Contract #18/19-2 provides a 2% discount on LSI SkyWays product. The maximum price for installation is 75% of the product price. (Installation does not include site prep, slabs, footings or engineering).

The Clay County Contract #18/19-2 provides a 2% discount on Robertson Industries Safety Surfacing product. Installation is included in the price of the product.

**Note: If a P&P Bond is required 3% will be added to the proposal total**
**Permit fees to be reimbursed by customer**

**Basis of Proposal:**
Our proposal is based upon RSI design 1164650-01-13 with additional square footage as discussed in our meeting on 11/8/23.

Please note the vendor requirements itemized below.

*(This schedule starts when all needed information to direct engineering has been gathered.)*
12 Weeks: Engineering & Submittals
4 Weeks +/- Permitting
40 Weeks Longest manufacturing lead time. (Typical for scheduling.)
1 Week Shipping
5 Weeks Installation of equipment and saftey surfacing
62 Weeks TOTAL WEEKS
*Note that RSI is committed to do all it can to meet the needs of your project.*

**Landscape Structures:**
When placing an order, please select colors from those shown on pages 284-287 of the catalog.

**SkyWays Shade by LSI:**
SkyWays units are designed to meet 2020 Florida Building Code 7th Edition.

The high-density polyethylene fabric is flame retardant conforming to NFPA 701 and ASTM E84 per FBC 3105.3.1.

Note that the fabric is to be removed by the owner should winds exceed 75MPH.

**No Fault Sports Group:**
This quotation is for material, freight and installation in accordance with No Fault Contract/Installation Agreement.

Owner or Owner's contractor is responsible for:
- Accuracy of project dimensions and product quantities prior to ordering.
- Please specify color when ordering.
- Security of the site during cure time (typically 48 hours).

Dumpster at the site for trash and waste material.

**Installation:**
Unless otherwise noted, the following items are to be *PROVIDED BY CUSTOMER* prior to installation:

To Be Provided by customer:
- Access for machines and labor crew to equipment installation location.
- Storage or Staging area.
- Signed & sealed site plan or survey.
- Private underground utilities located and marked prior to installation.
- Sod & Landscape Restoration.
- Soils testing.
- Geotechnical Report.
- Tree survey.
- Site security.
- Dumpster.
- Water and 110 Electric.
- Dewatering and drainage considerations.
- Concrete testing.

## SHELTERS, SHADES & STRUCTURES

| Distributor | Manufacturer | Shelters, Shades, Structures | Discount Allowed from MRSP | Installation Discount | Catalog Provided |
|---|---|---|---|---|---|
| **Bliss Products (904) 751-0830 dewitt@blissproducts.com** | Alterations & More | Fabrics for shade structues, canopies, and pads | 5% | Priced Per Job | N/A |
| | CemRock | Artificial Environments | 5% | Priced Per Job | www.cemrock.com |
| | G & A Manufacturing Inc. | Ramps, Stars, Gangways, Docks, Railings | 5% | Priced Per Job | www.gamanufacturing.com |
| | Newsome Fence | Fencing | 5% | Priced Per Job | www.newsomfence.com |
| | Outback Shelters | Shade Structures | 5% | 35% | N/A |
| | RCP Shelters | Pavilions, Gazebos, Fabric Shades, Concessions | 5% | Priced Per Job | www.rcpshelters.com |
| | Shade America | Canopies | 10% | Priced Per Job | Yes |
| | Spiral Court King | Spiral Stairs | 5% | Priced Per Job | www.spiralstarsofamerica.co |
| | Structural Wood Systems | Structural Glued Laminated Timber | 5% | Priced Per Job | www.structuralwood.com |
| | Superior Shade | Umbrellas, Canopies, Sails | 5% | Priced Per Job | Yes |
| | Superior Shelters | Shelters, Gazebos, Shades | 5% | Priced Per Job | Yes |
| | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** |
| **Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com** | Superior Recreation Shades | Domes, Umbrellas, Shades | 5% | 49% | Yes |
| | UltraShade | Shade Canopies | 5% | 49% | Yes |
| | Icon Shleters | Shade Shelters, Entry Ways, | 5% | 69% | Yes |
| | Superior Shelters | Shelters, Gazebos, Shades | 5% | 69% | Yes |
| | Cedar Forest Products | Shelters, Bridges, Dugouts, Gazebos | 5% | 69% | Yes |

| | | | | | |
|---|---|---|---|---|---|
| | Playspace Services | Installation Services | N/A | Per Discount Catalog | Yes |
| | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** |
| **Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com** | SRP Shades | Sails, Shades, Canopies | 5% | 30% | Yes |
| | SRP Shelters | Gazebos, Pavilions | 5% | 30% | Yes |
| | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** |
| **Miracle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com** | USA Shade | Shades, Canopies | Tier | Priced Per Job | Yes |
| | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** |
| **Playmore West, Inc (239) 791-2400 info@playmoreonline.com** | USA Shade | Shade Canopies | 5% | 180% | Yes |
| | Classic Recreation Systems, Inc | Shelters, | 5% | 75% | Yes |
| | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** |
| **RCP Shelters, Inc (772) 288-3600 info@rcpshelters.com** | RCP Shelters | Pavilions, Gazebos, Fabric Shades, Concessions, | 15% | 175% | Yes |
| | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** |
| **Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com** | Shade Systems Inc | Installation of Shade Structures | N/A | 100% | No |
| | Apollo Sunguard (Shade) Systems Inc | Installation of Shade Structures | N/A | 110% | No |
| | RCP Shelters | Installation of Shade Structures | N/A | 150% | No |
| | Poligon by Porter | Installation of Shade Structures | N/A | 150% | No |
| | Ball Fabrics | Installation of Shade Structures | N/A | 110% | No |
| | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** |
| **Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com** | Shade Systems Inc | Shades, Sails | 5% | 125% | Yes |

| | | | | | |
|---|---|---|---|---|---|
| | Americana Building Products | Gazebos, Walkway Covers, Roofs | 5% | 100% | Yes |
| | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** |
| **Playspace Services (321) 775-0600 info@playspaceservices.com** | Cedar Forest Products | Shelters, Bridges, Dugouts, Gazebos Installation | 5% | 69% | Digital Copy |
| | SRP Shades | Sails, Shades, Canopies Installation | N/A | 49% | Digital Copy |
| | Ultra Shades | Sails, Shades, Canopies Installation | N/A | 49% | Digital Copy |
| | Icon Shleters | Shade Shelters, Entry Ways, Installation | N/A | 69% | Digital Copy |
| | SRP Shelters | Gazebos, Pavilions Installation | N/A | 69% | Digital Copy |
| | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** |
| **Rep Services, Inc (407) 831-9658 nathan@repservices.com** | Skyways Shade | Sails, Shades, Canopies | 2% | 75% | Yes |
| | USA Shade | Sails, Shades, Canopies | 2% | 75% | Yes |
| | Poligon/Parasol Shade | Gazebos, Shelters, Canopies | 2% | 75% | Yes |
| | Porter/Poligon Shelters | Gazebos, Shelters, Canopies | 2% | 75% | Yes |
| | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** |
| **Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM** | USA Shade | Shade Canopies | 5% | N/A | Yes |
| | RCP Shelters | Pavilions, Gazebos, Fabric Shades, Concessions | 5% | N/A | No |
| | Coverworx Shelters | Pavilions, Gazebos, Shelters | 5% | N/A | Yes |
| | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** |
| **Green Fields Outdoor fitness, Inc (888) 315-9037 sam@greenfieldsfitness.com** | Shade Systems, Inc | Outdoor Shades, Canopies | n/a | N/A | No |

## SITE AMENITIES & FURNISHINGS

| Distributor | Manufacturer | Site Amenities & Furnishings | Discount Allowed from MRSP | Installation Discount | Catalog Provided |
|---|---|---|---|---|---|
| **Bliss Products (904) 751-0830 dewitt@blissproducts.com** | Dero | Bike Racks | 5% | Priced Per Job | Yes |
| | Doty & Sons Concrete | Concrete Containers, Benches, Tables | 5% | Priced Per Job | www.dotyconcrete.com |
| | Forte | Plastic Fixtures, Trash Cans, ect | 5% | Priced Per Job | www.forteproducts.com |
| | GT Grandstands | Bleachers | 10% | Priced Per Job | Yes |
| | Jayhawk Plastics/FROG | Tables, Benches, Trash Cans | 10% | Priced Per Job | Yes |
| | Kay Park | Bleachers, Bike Racks, Barriers, Stages, Fountains, ect | 5% | Priced Per Job | www.kaypark.com |
| | Kings River Casting | Benches, Receptacles, Tables, Bike Racks | 5% | Priced Per Job | www.kingsrivercasting.com |
| | Most Dependable Fountains | Fountains | 5% | Priced Per Job | Yes |
| | Murdock Fountains | Fountains | 5% | Priced Per Job | Yes |
| | Ultra Site | Benches, Receptacles, Tables, | 5% | Priced Per Job | Yes |
| | Wausau International | Banches, Tables, Trash Cans, ect | 5% | Priced Per Job | www.wausaumade.com |
| | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** |
| **Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com** | SRP Amenities | Tables, Benches, Trash Cans | 2% | 75% | Yes |
| | Bison Ameneties | Tables, Benches, Bike Racks, Trash Cans | 2% | 75% | Yes |
| | Playcraft Amenities | Tables, Benches, Bike Racks, Trash Cans | 2% | 75% | Yes |

| | | | | | |
|---|---|---|---|---|---|
| | Ultrasite Amenities | Tables, Benches, Bike Racks, Trash Cans | 2% | 75% | Yes |
| | Park Catalog Amenities | Tables, Benches, Bike Racks, Trash Cans | 2% | 75% | No |
| | Paris Amenities | Tables, Benches, Bike Racks, Trash Cans | 2% | 75% | Yes |
| | Kay Park | Bleachers, Bike Racks, Barriers, Stages, Fountains, ect | 2% | 75% | Yes |
| | Playspace Services | Installation Services | N/A | Per Discount Catalog | Yes |
| | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** |
| **Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com** | SRP Amenities | Tables, Benches, Bike, Racks, Trash Cans | 5% | 30% | Yes |
| | Kay Park | Bleachers, Bike Racks, Barriers, Stages, Fountains, ect | 5% | 30% | Yes |
| | Ultra Site | Tables, Benches, Bike Racks, Trash Cans | 5% | 30% | Yes |
| | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** |
| **Miracle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com** | Wabash Valley | Tables, Benches, Trash Cans | Tier | Priced Per Job | www.wabashvalley.com |
| | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** |
| **Recycled Plastic Factory (941) 473-1618 cgoogins@recycledplasticfactory.com** | Recycled Plastic Factory | Recycled benches, tables, lumber, Parking Curbs | 25% | 15% | N/A |
| | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** |
| **Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com** | MyTCoat | Tables, Benches, Bike Racks, Trash Cans | 8% | 35% | Yes |
| | Frog Furnishings | Tables Benches, Trash Cans, Kiosks | 8% | 35% | Yes |
| | Kay Park | Bleachers, Bike Racks, Barriers, Stages, Fountains, ect | 6% | 35% | Yes |
| | SiteScapes Inc | Tables, Benches, Trash Cans, Bike Racks | 5% | 35% | Yes |

| | | | | | |
|---|---|---|---|---|---|
| | Superior Site Amenities | Tables, Benches, Bike, Racks, Trash Cans | 8% | 35% | Yes |
| | Ultrasite | Benches, tables, trash cans | 7% | 35% | No |
| | Vista Furnishings | Benches, Trash Cans, Bike Racks | 6% | 35% | Yes |
| **Dominica Recreation Products (800) 432-0162 robd@gametime.com** | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** |
| | Ultrasite Furnishings | Benches, Bike Racks, Tables, | 5% | 30% | Yes |
| **Playmore West, Inc (239) 791-2400 info@playmoreonline.com** | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** |
| | Wabash Valley | Tables, Benches, Trash Cans | 5% | 32% | Yes |
| **Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com** | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** |
| | Ultrasite | Site Furnishing Installation | N/A | 45% | No |
| | Dumor Site Furnishings | Site Furnishing Installation | N/A | 75% | No |
| | Wausau Tile, Inc | Site Furnishing Installation | N/A | 100% | No |
| **Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com** | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** |
| | Premier Polysteel | Benches, Tables, Trash Cans, Bike Racks | 5% | 45% | Yes |
| | Patterson-Williams | Benches, Tables, | 5% | 45% | Yes |
| | Frog Furnishings | Benches, Tables, Trash Cans, | 5% | 45% | Yes |
| | Dog on it Parks | Dog Park equipment | 5% | 42% | No |
| | MyTCoat | Benches Tables, Trash cans | 5% | 45% | Yes |
| | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** |

| | | | | | |
|---|---|---|---|---|---|
| **Playspace Services (321) 775-0600 info@playspaceservices.com** | SRP Amenities | Tables, Benches, Bike, Racks, Trash Cans Installation | N/A | 75% | Digital Copy |
| | | | | | |
| | Bison Ameneties | Tables, Benches, Bike Racks, Trash Cans Installation | N/A | 75% | Digital Copy |
| | Playcraft Amenities | Tables, Benches, Bike Racks, Trash Cans Installation | N/A | 75% | Digital Copy |
| | Ultrasite Amenities | Tables, Benches, Bike Racks, Trash Cans Installation | N/A | 75% | Digital Copy |
| | Park Catalog/Highlands Amenities | Tables, Benches, Bike Racks, Trash Cans Installation | N/A | 75% | Digital Copy |
| | Kay Park | Bleachers, Bike Racks, Barriers, Stages, Fountains, Installation | N/A | N/A | Digital Copy |
| | Paris Amenities | Tables, Benches, Bike Racks, Trash Cans Installation | N/A | 75% | Digital Copy |
| | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** |
| **Rep Services, Inc (407) 831-9658 nathan@repservices.com** | Dumor Site Furnishings | Benches, Trash Cans, Bike Racks, Tables | 2% | 50% | Yes |
| | Anova Site Furnishings | Tables Benches, Trash Cans, | 2% | 50% | Yes |
| **Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM** | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** |
| | Murdock Fountains | Water Fountains | 5% | 27% | Yes |
| | Wabash Valley | Tables, Benches, Trash Cans | 5% | 27% | Yes |
| | Recycle Design | Benches | 5% | 27% | Yes |
| | Kay Park | Bleachers, Bike Racks, Barriers, Stages, Fountains, Installation | 5% | 27% | Yes |
| | Madrax | Bike Lockers | 5% | 27% | www.madrax.com |

## PLAYGROUND EQUIPMENT & STRUCTURES

| Distributor | Manufacturer | Playground Equipment & Structures | Discount Allowed from MSRP | Installation Discount | Catalog Provided | Current MSRP List Supplied | \ |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Bliss Products (904) 751-0830 dewitt@blissproducts.com** | Action Play | Boarders, Ramp Systems, Mats | 5% | Priced Per Job | Yes | Yes | Varie |
| | Bark Park | Dog Park Products | 8% | 35% | Yes | Yes | On |
| | Big Toys | Interactive Playgrounds | 5% | 35% | Yes | Yes | On |
| | Dynamo Playgrounds | Innovative Playgrounds | 10% | Priced Per Job | Yes | Yes | I |
| | Elephant Play | Playgrounds | 10% | Priced Per Job | Yes | Yes | I |
| | Everlast Climbing | Climbing Walls, Jungle Gyms, ect | 10% | 35% | Yes | Request Quote | I |
| | Free Note- Harmony Park | Musical Play Equipment | 5% | Priced Per Job | Yes | Yes | O |
| | Jensen Swings | Playgournd Swings, Slides | 5% | Priced Per Job | www.jensenswing.com | Yes | On |
| | Play & Park Structures | Playgrounds, Play Structures, Swings | 10% | Priced Per Job | Yes | Yes | |
| | Safety 1st Surfacing | Expand, Install, Renew, Relocate | 5% | Priced Per Job | www.safetyfirstplayground.com | Request Quote | C |
| | Sportsplay | Playground Equip | 5% | Priced Per Job | Yes | Yes | |
| | Ultra Play | Playground Equip | 5% | Priced Per Job | Yes | Yes | |
| | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** | **Current MSRP List Supplied** | |
| **Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com** | Playcraft Systems | Playground Equip, Tables, Benches, Bike Racks | 2% | 37% | Yes | Digital Copy | [ |
| | Dynamo Playgrounds | Innovative Playgrounds | 2% | 37% | Yes | Digital Copy | [ |
| | Free Note- Harmony Park | Musical Play Equipment | 2% | 37% | Yes | Digital Copy | [ |
| | ID Sculptures | Climb and Play Structures | 2% | 60% | www.idsculpture.com | Digital Copy | [ |
| | Superior Recreation Playgrounds | Playground Sets, | 2% | 37% | Yes | Digital Copy | [ |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | Childforms | Playground Sets, | 2% | 37% | Yes | Digital Copy | D |
| | Ultra Play | Playground Equip, Dog Parks | 2% | 37% | Yes | Digital Copy | D |
| | Sportsplay | Playground Equip | 3% | 75% | Yes | Digital Copy | D |
| | Playspace Services | Installation Services | N/A | Per Discount Catalog | Yes | Digital Copy | D |
| | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** | **Current MSRP List Supplied** | |
| **Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com** | SRP Playgrounds | Playground, Fitness Equip | 5% | 30% | Yes | ?? | |
| | Sportsplay | Playground Equipment, | 5% | 30% | Yes | In Catalog | |
| | Free Note Harmony Park | Musical Play Equipment | 5% | 30% | Yes | ?? | |
| | Ultra Play | Playground Equip, Dog Parks | 5% | 30% | Yes | ?? | |
| | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** | **Current MSRP List Supplied** | |
| **Miracle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com** | Miracle/True North | Playground Equipment, | Tier System | 30% | Yes | Yes | |
| | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** | **Current MSRP List Supplied** | |
| **Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com** | Henderson Recreation | Playground Equipment, | 6% | 35% | Yes | In Catalog | |
| | Action Play | Boarders, Ramp Systems, Mats | 10% | 35% | Yes | In Catalog | |
| | Sportsplay Equipment, Inc | Playground Equip | 6% | 40% | No | In catalog | |
| | Big Toys | Playgrounds, Musical, Benches | 6% | 35% | Yes | In Catalog | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Dominica Recreation Products (800) 432-0162 robd@gametime.com | Manufacturer | Product | Discount Allowed from MSRP | Installation Discount | Catalog Provided | Current MSRP List Supplied | |
| | GameTime | Playground Equipment, | 10% | 30% | Yes | In Catalog | |
| | Manufacturer | Product | Discount Allowed from MSRP | Installation Discount | Catalog Provided | Current MSRP List Supplied | |
| Rosette Equipment Co. (904) 271-0561 JRose20@comcast.net | Kidstuff Playstystems | Playground Equpment | 18% | 20% | Yes | No | |
| Playmore West, Inc (239) 791-2400 info@playmoreonline.com | Manufacturer | Product | Discount Allowed from MSRP | Installation Discount | Catalog Provided | Current MSRP List Supplied | |
| | Playworld | Playground Equpment | 5% | 32% | Yes | No | |
| Dynamo Industries, Inc (613) 446-0030 ivan.hoffmann@dynamoplaygrounds.com | Manufacturer | Product | Discount Allowed from MSRP | Installation Discount | Catalog Provided | Current MSRP List Supplied | |
| | Dynamo Playgrounds | Playgrounds, | 10% | 45% | Yes | Yes | |
| | Dynamo Playgrounds | Ropes Course | 5% | 42% | Yes | Yes | |
| | Dynamo Playgrounds | Custom Products | 5% | 42% | Yes | Yes | |
| | Dynamo Playgrounds | Nature Play | 5% | 42% | Yes | Yes | |
| Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com | Manufacturer | Product | Discount Allowed from MSRP | Installation Discount | Catalog Provided | Current MSRP List Supplied | |
| | Landscape Structures Inc | Playground Installation | N/A | 40% | No | No | |
| | Playcore Branded Products | Playground Insallation | N/A | 45% | No | No | |
| | GameTime | Playground Installation | N/A | 45% | No | No | |
| | Playworld Systems Inc | Playground Installation | N/A | 40% | No | No | |
| | Henderson Recreation | Playground Installation | N/A | 45% | No | No | |
| | Miracle Recreation | Playground Installation | N/A | 45% | No | No | |
| | PlayPower/Little Tikes | Playground Installation | N/A | 45% | No | No | |

| Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com | Manufacturer | Product | Discount Allowed from MSRP | Installation Discount | Catalog Provided | Current MSRP List Supplied |
|---|---|---|---|---|---|---|
| | Percussion Play | Playground Equip | 5% | 55% | No | In Catalog |
| Rep Services, Inc (407) 831-9658 nathan@repservices.com | YALP Playgrounds | Playground Equipment, | 5% | 55% | No | In Catalog |
| | BCI Burke Company | Playground Equipment, | 7% | 34% | Yes | In Catalog |
| | Manufacturer | Product | Discount Allowed from MSRP | Installation Discount | Catalog Provided | Current MSRP List Supplied |
| | Landscape Structures Inc | Playground Equip | 2% | 50% | Yes | Yes |
| Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM | Manufacturer | Product | Discount Allowed from MSRP | Installation Discount | Catalog Provided | Current MSRP List Supplied |
| | Miracle Recreation Equip | Playground Equip | 8-20% | 27% | Yes | Yes |
| | Action Play | Boarders, Ramp Systems, Mats | 5% | 25% | No | No |
| | Elephant Play | Playgrounds | 5% | 25% | No | No |
| | Ultra Play | Playground Equip, Dog Parks | 5% | 27% | No | No |
| | UPC Parks | Nature Play | 5% | 27% | Yes | No |
| Playspace Services (321) 775-0600 info@playspaceservices.com | Manufacturer | Product | Discount Allowed from MSRP | Installation Discount | Catalog Provided | Current MSRP List Supplied |
| | Playcraft Systems | Playground Equiment | N/A | 37% | Digital Copy | Digital Copy |
| | Dynamo Playgrounds | Playground Equiment | N/A | 37% | Digital Copy | Digital Copy |
| | SRP R3 | Recycled Playground Equiment | N/A | 37% | Digital Copy | Digital Copy |
| | Free Note- Harmony Park | Musical Play Equipment | N/A | 37% | Digital Copy | Digital Copy |
| | 1D Sculptures | Climb and Play Structures | N/A | 60% | Digital Copy | Digital Copy |
| | Childforms | Playground Sets, | N/A | 37% | Digital Copy | Digital Copy |
| | Ultra Play | Playground Equip, Dog Parks | N/A | 37% | Digital Copy | Digital Copy |

## SPLASH FEATURES, SKATE PARKS, OUTDOOR RECREATION

| Distributor | Manufacturer | Splash Features, Skate Parks, Outdoor Rec | Discount Allowed from MRSP | Installation Discount | Catalog Provided | Current M Supp' |
|---|---|---|---|---|---|---|
| | | | | | | |
| **Bliss Products (904) 751-0830 dewitt@blissproducts.com** | Compac Filtration | Pads, Structures, Filtration | 5% | Priced Per Job | Yes | Request |
| | Spohn Ranch/True Ride | Skate Park | 5% | Priced Per Job | www.spohnranch.com | Request |
| | Madrax | Bike racks | 5% | 35% | No | Request |
| | Waterworks International | Architectural Fountains, SplashPads | 5% | Priced Per Job | www.waterworksinternational.com | Request |
| | Zeager | Wood Carpet, Synthetic Turf, | 5% | Priced Per Job | Yes | Request |
| **Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com** | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** | **Current M Supp** |
| | Water Splash | Splash Parks | 2% | 75% | Yes | Digital |
| **Playspace Services (321) 775-0600 info@playspaceservices.com** | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** | **Current M Supp** |
| | Water Splash Installation | Splash Parks | N/A | 75% | Digital Copy | Digital |
| **Rep Services, Inc (407) 831-9658 nathan@repservices.com** | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** | **Current M Supp** |
| | Aquatix | Splash Pads, Water Playgrounds | 2% | Included in price per SF | Yes | Ye |

## SURFACING

| Distributor | Manufacturer | Surfacing | Discount Allowed from MRSP | Installation Discount | Catalog Provided | Curr |
|---|---|---|---|---|---|---|
| | | | | | | |
| **Bliss Products (904) 751-0830 dewitt@blissproducts.com** | Dura Play | Safety Surface Systems | 5% | Priced Per Job | Yes | Re |
| | Fibar | Playground Safety Surfaces | 10% | Priced Per Job | Yes | Re |
| | First Coast Mulch | Mulch, Erosion Control | 5% | Priced Per Job | www.firstcoastmulch.com | Re |
| | Forestry Resources | Mulches, Sod, Fertilizer, Sod | 5% | Priced Per Job | www.gomulch.com | Re |
| | Innovative Mulching | Mulch | 10% | 35% | www.innovativemulching.com | Re |
| | PlayGuard | Surfacing for Patios, Playgrounds, Play Spaces | 5% | Priced Per Job | www.playguardsurfacing.com | Re |
| | Playsafe Surfacing | Rubber Surface for playgrounds, play spaces | 5% | Priced Per Job | Yes | Re |
| | Premier Tennis Courts | Tennis Court Surfacing | 5% | Priced Per Job | No Website | Re |
| | Rubber Recycling/Playsafer | Recylced Rubber Mulch, Map | 5% | Priced Per Job | Yes | Re |
| | Sand Lock Sandbox | Sandboxes, Accessories, covers | 5% | Priced Per Job | www.sandlock.com | Re |
| | Shaw Industries | Carpet, Hardwood, Tile ect | 5% | Priced Per Job | www.shawfloors.com | Re |
| | Stewart Tennis Courts | Tennis, Bocce, Basketball, Shuffleboard Courts | Priced Per Job | Priced Per Job | www.stewarttennis.com | Re |

| | | | | | | |
|---|---|---|---|---|---|---|
| | Cedar Forest Products | Mulch | 5% | 72% | No | Re |
| | East Coast Mulch | Mulch | 5% | 50% | No | Re |
| | Tennis Unlimited | Tennis Court Sufacing | Priced per job | Priced Per Job | N/A | Re |
| | X-Grass | Syntheitc Turf | 5% | Priced Per Job | Yes | Re |
| | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** | **Curr** |
| **Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com** | Rubber Designs | Rubber Surface for playgrounds, play spaces | 5% | 5% | Yes | [ |
| | Boiling Forest Mulch 4 You and Inovative | Mulch | 5% | 75% | No | [ |
| | Polysoft Surfacing | Recreation Surfacing | 2% | 75% | Yes | [ |
| | Playspace Services | Installation Services | N/A | Per Discount Catalog | Yes | [ |
| | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** | **Curr** |
| **Miracle Recreation/True North (407) 883-8463** | No Fault | Rubber Surface for playgrounds, play | 5% | Priced Per Job | Yes | |
| | IMC Nuplay | Rubber Mulch Nuggets | 10% | Priced Per Job | www.imcoutdoorliving.com | |
| | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** | **Curr** |
| **Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com** | Cowart Mulch | Engineered Wood Mulch | 10% | 60% | Flyer | Att |
| | International Mulch Co | Recylced Rubber Mulch, | 6% | 50% | Flyer | Att |
| | USA Mulch | Natural Mulch | 10% | 60% | Flyer | Att |

| | Manufacturer | Product | Discount Allowed from MSRP | Installation Discount | Catalog Provided | Curr |
|---|---|---|---|---|---|---|
| **Playmore West, Inc (239) 791-2400 info@playmoreonline.com** | Playmore Surfacing | Wood, Rubber Mulch | 5% | varies-see price list | Flyer | Incl |
| | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** | **Curr** |
| **Playspace Services (321) 775-0600 info@playspaceservices.com** | Boiling Forest Mulch 4 You and Inovative Mulch | Mulch Installation | N/A | 75% | Digital Copy | [ |
| | Polysoft Surfacing | Recreation Surfacing Installation | N/A | 75% | Digital Copy | [ |
| | Play Space Services | Surfacing Installation | N/A | Per Discount Catalog | Yes | |
| | Rubber Designs | Rubber Surface for playgrounds, play spaces Installation | 5% or per discount catalog | 5% | Digital Copy | [ |
| | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** | **Curr** |
| **Rep Services, Inc (407) 831-9658 nathan@repservices.com** | Vitriturf | Cushioned Flooring | 2% | Included in SF Price | Yes | |
| | No Fault Sport Group | Loose Rubber Mulch | 2% | 50% | Yes | |
| | Irvine Wood Recovery | Engineered Wood Mulch | 2% | 50% | Flyer | |
| | Robertson Recreatonal Surfaces | Rubber Synthetic Turf | 2% | Included in SF Price | Flyer | |
| | | | | | | |
| | No Fault Safety Surfacing | EPDM Bonded Rubber Mulch, Synthetic Turf | 2% | Inculded in SF Price | | |
| | Forever Lawn | Playground Grass | 2% | Included in SF Price | Flyer | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | Hanover Specialties | Surfacing | 2% | Included in SF Price | no | |
| | Tot Turf Safety Surfacing | Surfacing | 2% | Included in SF Price | no | |
| | Irvine Wood Recovery | Surfacing | 2% | 75% | no | |
| | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** | **Curr** |
| **Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM** | Fibar | Wear Mats, Acces | 5% | 27% | Yes | |
| | Foerverlawn | Sythetic Grass | 5% | 27% | www.foerverlawn.com | |
| | No Fault | Playground and Athletic Surfaces | 5% | N/A | Yes | |
| | Artificle Play Turf | Turf | 5% | N/A | No | |
| | **Manufacturer** | **Product** | **Allowed from MSRP** | **Installation Discount** | **Catalog Provided** | **Curr** |
| **Top Line Recreation Inc (386) 575-8359 info@toplinerec.com** | Safety 1st | Rubber Surfacing | 5% | N/A | | |
| | Go Mulch | Playground Mulch | 10% | N/A | | |
| | Cowart Mulch | Playground Mulch | 5% | N/A | | |
| | Forever Lawn | Artificial Turf | 5% | N/A | | |

## SPORTS & FITNESS EQUIPMENT

| Distributor | Manufacturer | Sports & Fitness Equipment | Discount Allowed from MRSP | Installation Discount | Catalog Provided | Current I Sup |
|---|---|---|---|---|---|---|
| | | | | | | |
| **Bliss Products (904) 751-0830 dewitt@blissproducts.com** | Athletic Connection | Team Sports, Fitness, Facilties, | 5% | Priced Per Job | Yes | In Ca |
| | Burbank Netting | Safety Netting | 5% | Priced Per Job | www.burbanksportnets.com | Y |
| | Colorado Time Systems | Scoreboards | 5% | Priced Per Job | Yes | Reque |
| | Electro-Mech | Scoreboards | 10% | Priced Per Job | www.electro-mech.com | Y |
| | Gared Sports | Team Sports, Fitness, Facilties, | 10% | Priced Per Job | Yes | Y |
| | GT Grandstands | Bleachers, Press Boxes, Benches | 10% | Priced Per Job | Yes | Y |
| | JayPro Sports | Team Sports, Fitness, Facilties, | 5% | Priced Per Job | Yes | On W |
| | Major Display Scoreboards | Scoreboards | 5% | Priced Per Job | www.majordisplay.com | Y |
| | National Recreation Systems | Bleachers, Benches | 5% | 35% | Yes | Y |
| | Pro Mats | Netting, Padding, Equipment | 5% | Priced Per Job | Yes | Y |
| | Sandee Sod, Inc | (Support Services) | Priced per job | Priced Per Job | N/A | Reque |
| | Sportsplay | Sports Equip | 5% | Priced Per Job | Yes | |
| | Ultra Action Fitness | Fitness Parks and Equiment | 5% | Priced Per Job | Yes | |
| | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** | **Current Su** |
| **Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com** | Sportsplay | Sports Equip | 3% | 75% | Yes | Digit |
| | Bison Sports | Sports Equip | 3% | 75% | Yes | Digit |
| | Action Fit | Outdoor Fitness Equip | 3% | 75% | Yes | Digit |
| | Paris Outdoor Fitness | Outdoor Fitness Equip | 3% | 75% | Yes | Digit |

| | | | | | | |
|---|---|---|---|---|---|---|
| | JayPro Sports | Sports Equip | 3% | 75% | Yes | Digit |
| | GT Grandstands | Bleachers, Press Boxes, Benches | 3% | 75% | Yes | Digit |
| | Playspace Services | Installation Services | N/A | Per Discount Catalog | Yes | Digit |
| | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** | **Current Sup** |
| **Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com** | National Recreation Systems | Bleachers, Benches | 6% | 35% | Yes | In C |
| | JayPro Sports | Team Sports, Fitness, Facilties, | 6% | 35% | Yes | In C |
| | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** | **Current Sup** |
| **Rosette Equipment Co. (904) 271-0561 jrose20@comcast.net** | Sportsplay | Sports Equip | 13% | 20% | No | |
| | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** | **Current Sup** |
| **Greenfields Outdoor Fitness Inc (888) 315-9037 sam@greenfieldsfitness.com** | Greenfields Outdoor Fitness | Outdoor Fitness Equipment | 2% | Varies | Yes | |
| | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** | **Current Sup** |
| **Nevco Sports, LLC (618) 664-0360 sales@nevco.com** | Nevco Sports, LLC | Scoreboards | 10% Minimum | Available upon Request | No | |
| | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** | **Current Sup** |
| **Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com** | Greenfields Outdoor Fitness | Fitness Equipment Installation | N/A | 40% | No | |
| | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** | **Current Sup** |
| **Musco Sports Lighting LLC (800) 825-6030 musco.contracts@musco.com** | Musco Sports Lighting | Sports Lighting | Prices as listed | / | No | |
| | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** | **Current Sup** |
| **Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com** | Burke Fitness | Fitness Course | 7% | 34% | Yes | |
| | Patterson Williams Athletics | Sports Equip, Bleachers | 5% | 45% | Yes | In C |
| | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** | **Current Sup** |
| **Playspace Services (321) 775-0600 info@playspaceservices.com** | Sportsplay | Sports Equip Installation | N/A | 75% | Digital Copy | Digit |
| | | | | | | |

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| | Bison Sports | Sports Equip Installation | N/A | 75% | Digital Copy | Digit |
| | Action Fit | Outdoor Fitness Equip Installation | N/A | 75% | Digital Copy | Digit |
| | Paris Outdoor Fitness | Outdoor Fitness Equip Installation | N/A | 75% | Digital Copy | Digit |
| | JayPro Sports | Team Sports, Fitness, Facilties, | N/A | 75% | Digital Copy | Digit |
| | Playcraft Systems | Fitness Equipment | N/A | 37% | Digital Copy | Digit |
| | GT Grandstands | Bleachers, Press Boxes, Benches | N/A | 75% | Digital Copy | Digit |
| **Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM** | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** | **Current Sup** |
| | Bison Sports | Sports Equip, Bleachers, Padding | 5% | 27% | Yes | |
| | Douglas Sports | Sports Equipment | 5% | 27% | Yes | |
| | **Manufacturer** | **Product** | **Discount Allowed from MSRP** | **Installation Discount** | **Catalog Provided** | **Current Sup** |
| **M. Gay Constructors, Inc.** | M. Gay Constructors, Inc | Sports Lighting | Prices as listed | N/A | No | |