SUBJECT: PIGGYBACK CLAY COUNTY RFP #18/19-2 VARIOUS EQUIPMENT AND AMENITIES FOR LONG BRANCH PARK

BID #: PSC-0330-21 **OPEN DATE: 03/19/2019**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – INITIAL TERM OF THREE (3) YEARS BEGINNING JUNE 6, 2019 THROUGH JUNE 5, 2022, WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PARKS, RECREATION AND COMMUNITY SERVICES DEPARTMENT

BASIS OF AWARD: PIGGYBACK CLAY COUNTY RFP #18/19-2 VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to PIGGYBACK CLAY COUNTY RFP #18/19-2 VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS, with PLAYMORE WEST, INC. dba PLAYMORE RECREATIONAL PRODUCTS AND SERVICES for Long Branch Park. This is a one-time purchase. The total requested expenditure not-to-exceed $65,795.00.

Funding for this award to be encumbered by account 32111.167101.565050.009003.00000000.00000.0000000, to be executed by formal contract through the Office of General Counsel and process by purchase order(s)

ATTACHMENTS: Recommendation Memo; Risk Approval; State Contract; Vendor Quote

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
RUBEN OLA
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Daryl Joseph, Director of Parks, Recreation and Community Services Department

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(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 _____

City of Jacksonville, Florida

Daryl Joseph, Director

Parks, Recreation and Community Services Department
214 N Hogan Street, 4th Floor
Jacksonville, FL 32202
(904) 255-7919
www.coj.net

ONE CITY. ONE JACKSONVILLE.

February 3, 2021

MEMORANDUM

TO: Greg Pease, Chief
Procurement Division

FROM: Jill Enz, Chief
Natural and Marine Resources Division

RE: **Request to Piggyback Clay County Bid #18/19-2 Various Equipment & Amenities for Long Branch 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 January 29, 2014 to February 11th, 2017. The award has been renewed twice from June 6, 2019 to June 5, 2022.

The Parks, Recreation and Community Services Department requests approval to piggyback service under the Clay County Florida Bid #18/19-2 for Playmore West Inc.

Playmore has current contracts for the scope of services in question with a public entity, Clay County Bid #18/9-2 which the contract was competitively procured. The terms and conditions of the contracts are realized in the scope provided by the distributor

This will be awarded by contract. The costs of the project are not- to- exceed $65,795.00

Total funding for this project will be encumbered by 32111.167101.565050.009003.00000000.00000

The department has reviewed for compliance the referenced project. We respectfully request and recommend award of the following park to the distributor for the playground equipment at the playground as listed.

JE/ah

PLAYMORE

Recreational Products & Services

10271 Deer Run Farms Road, Suite 1
Fort Myers, FL 33966
(239) 791-2400 (239) 791-2401 fax
(888) 886-3757 toll free
www.playmoreonline.com

QUOTATION

12/04/20

Job Number: 15777

Phase: Opt 2

Revision:

Client: City of Jacksonville
117 West Duval St.
Jacksonville FL 32202

Job: Longbranch Park PG
4110 Franklin Street
Jacksonville FL 32206

Contact: Ivy Henderson **Phone:** 904-255-7944 **Fax:** **Email:** ghenderson@coj.net

Sales Rep: James Peacock **Terms:** 50% Equipment Deposit/Net 30

Item	Description	Quantity	Cost	Subtotal
1 Equipment				
PLAYCUBES-8	PLAYCUBES 8 - SLIDE	1	$27,898.00	$27,898.00
MOD-181	MOD-181	1	$5,440.00	$5,440.00
ZZCH0356	3.50" x 88" STEEL POST w/CAP	4	$173.00	$692.00
ZZCH4350	TIC-TAC-TOE ACTIVITY WALL	1	$1,394.00	$1,394.00
ZZCH4447	SLIDE-N-LEARN PANEL (GROUND LEVEL)	1	$1,456.00	$1,456.00
ZZXX0065	SPIN CUP	2	$811.00	$1,622.00
Discount	Clay County 18/19-2	-1	$1,925.10	-$1,925.10
Discount	Courtesy Discount	-1	$4,830.97	-$4,830.97
EWF	55 CY of Engineered Wood Fiber	55	$21.00	$1,155.00
EWF	GeoTex Fabric	1	$172.00	$172.00
		Subtotal:		**$33,072.93**
2 Freight				
Freight	Playworld Freight	1	$4,362.00	$4,362.00
Freight	EWF Freight	1	$847.00	$847.00
		Subtotal:		**$5,209.00**
3 Installation				
PSI Installation	Installation of Playworld Equipment per Clay Contract	1	$10,973.07	$10,973.07
Installation	Installation of EWF	1	$2,000.00	$2,000.00
Site Prep	Excavation. Take off Site.	1	$6,000.00	$6,000.00
Concrete Curb	Concrete Curb 6" x 6"	144	$35.00	$5,040.00
Disposal	Dumpster/Disposal	1	$1,500.00	$1,500.00
Permits	Building Permit Expenses and Fees	1	$2,000.00	$2,000.00

Notes:No other services included.

PLAYMORE

Recreational
Products & Services

10271 Deer Run Farms Road, Suite 1
Fort Myers, FL 33966
(239) 791-2400 (239) 791-2401 fax
(888) 886-3757 toll free
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QUOTATION

12/04/20

Job Number: 15777

Phase: Opt 2

Revision:

Client: City of Jacksonville
117 West Duval St.
Jacksonville FL 32202

Job: Longbranch Park PG
4110 Franklin Street
Jacksonville FL 32206

Item	Description	Quantity	Cost	Subtotal
		Subtotal:		$27,513.07
		Grand Totals:		$65,795.00

PLAYMORE

Recreational Products & Services

10271 Deer Run Farms Road, Suite 1
Fort Myers, FL 33966
(239) 791-2400 (239) 791-2401 fax
(888) 886-3757 toll free
www.playmoreonline.com

QUOTATION

12/04/2020
Job Number: 15777
Phase: Opt 2
Revision:

Client: City of Jacksonville
117 West Duval St.
Jacksonville FL 32202

Job: Longbranch Park PG
4110 Franklin Street
Jacksonville FL 32206

General Terms:
Acceptance by a signature, purchase order, or contract based on this proposal indicates that you are in full agreement with all terms and conditions of this proposal, including the following:

- Prices are valid for 30 days, unless otherwise noted. After 30 days, prices are subject to change without notice.
- Sales Tax will be charged unless a valid Sales Tax Exemption Certificate is presented with order.
- Specify all colors and options in writing. Any discrepancies that arise due to oral selections will be the responsibility of the customer.
- If the customer is installing equipment, all equipment is to be installed per manufacturer's instructions and applicable guidelines.
- Installation, site work, permits, engineering, etc. are not included unless noted.

Building Permits:
Building permits are the responsibility of the owner. If a building permit is required for your project, the following options are available.

- Add 5% (minimum $1,500) to the quotation/contract price. Playmore Recreational Products and Services will cover the costs of all the building permit fees and expeditor fees.
- Playmore Recreational Products and Services can assist the customer in obtaining their own permit. Customer is responsible for all fees directly to the permitting agency and/or the expediting company.

NOTE – All zoning, planning, environmental, etc. permits and approvals are the responsibility of others as well as any required site plans. If signed and sealed engineered drawings are needed for the installation of equipment, this will be included on the proposal. If it is omitted and later discovered necessary, the cost will be the responsibility of the customer.

Standard Services Include:

- Shipping Notification/Receiving Instructions
- Pre-Installation On-Site Meeting
- Underground Utility Check (Sunshine State One Call)
- Accept Delivery and Unload Equipment (If site is ready.)
- Moving New Equipment at Job Site
- Layout of Equipment
- Installation of Equipment and Materials per Manufacturer's Instructions
- Trash Clean Up (Leave on site.)
- Post-Installation Walk Through
- Maintenance Explanation

Customer Responsibilities (unless otherwise noted in the applicable quotation/contract):

- Trash Disposal – Dumpsters or Off Site Disposal.
- Accept Delivery and Unload Equipment (If site is not ready.). $500.00 Charge will apply if Customer wants Installers to Unload.
- Provide Area for Storage and Staging.
- Secure Site and Equipment.

Some Optional Responsibilities (Must be clearly outlined in the applicable quotation/contract):

- Removal of Existing Equipment.
- Site Preparation, Grading, Drainage Systems, etc.
- Engineered Drawings for Purchased Equipment.
- Other Permits or Engineered Drawings (i.e zoning permits, environmental permits, site surveys, etc.)

*Any other responsibilities must be clearly outlined in the applicable quotation/contract.

General Notes
Access/Utilities. Access must be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage, however any damage caused by the normal installation of our product, such as to sod, concrete sidewalks, private underground utilities, etc., will be the responsibility of the customer, as will any additional costs associated with limiting damage, such as providing plywood over sod for access. If access is not reasonably close to the jobsite, any additional costs incurred due to having to transport materials and/or supplies will be the responsibility of the customer.

Rock/Foreign Object Clause. Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in-place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rocks, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

Playground Surfacing. All playground equipment is to be installed over safety surfacing per CPSC guidelines and ASTM standards. If the customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

Acceptance Signature: X_____ Date:_____ P.O.#:_____

Longbranch Park

e, F orida

Sa es'Representat ve
PLAYMORE
Recreational
Products & Services

Equipment Manufacture
PLAYWORLD
The world needs play

Silv

Longbranch Park

Jacksonville, Florida

Sales Representative

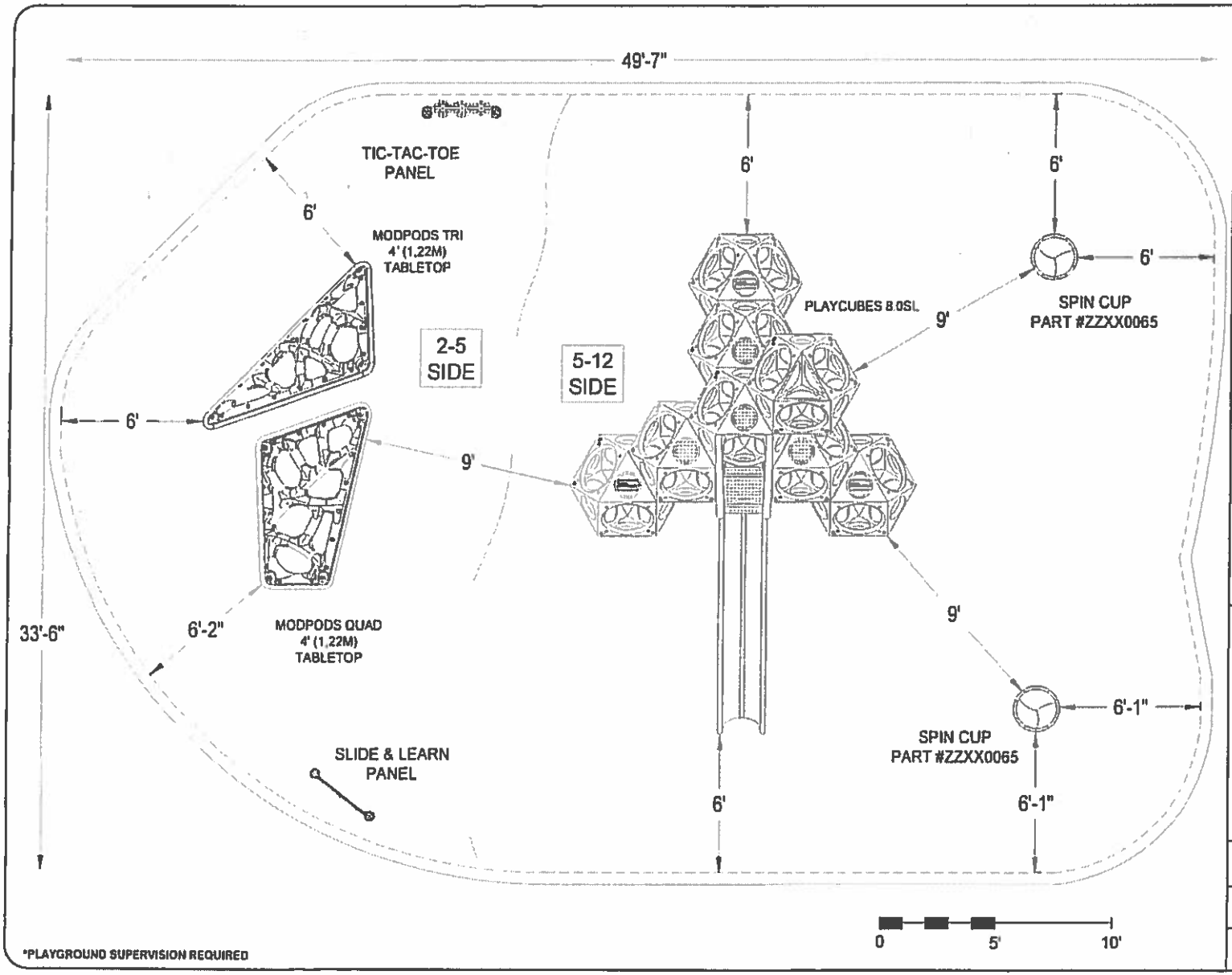
PLAYMORE

Recreational Products & Services

Equipment Manufacturer

PLAYWORLD

The world needs play.



*PLAYGROUND SUPERVISION REQUIRED

PLAYWORLD

Playmore Recreational Products & Services
10271 Deer Run Farms Road
Suite 1
Fort Myers, FL 33966

EQUIPMENT SIZE:
14'-11" x 21'-6" x 10'-10"

USE ZONE:
49'-7" x 33'-6"

AREA: 1,474 SqFt.
PERIMETER: 144 Ft.

FALL HEIGHT:
8'-5"

USER CAPACITY: 40
AGE GROUP: 2-12

✓ ASTM F1487-17
✓ CPSC #325

PROJECT NO: 20-4048A-3D.PLM	SCALE 1/4"=1'-0"
DRAWN BY CARL OBERDORF	Paper Size B
DATE 02-DEC-2020	

LONGBRANCH PARK
JACKSONVILLE, FLORIDA

PLAYM-1

OP ID: WEH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/25/2021

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.

APPROVED
By Itzel Ehrman at 10:38 am, Feb 01, 2021

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
Cooper Insurance Service, Inc
Playground Book
P.O. Box 638
Lapel, IN 46051
Bill Hodgkins

CONTACT NAME: Bill Hodgkins
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Cincinnati Specialty Un Ins Co	13037
INSURER B: National Union Fire Ins Co	19445
INSURER C: Zurich American Insurance Co.	16535
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Playmore West, Inc.dba
Playmore Recreational Products and Services
10271 Deer Run Farm Rd, Ste 1
Fort Myers, FL 33966

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 CLAIMS-MADE / X OCCUR	X	X	CSU0143119	12/14/2020	12/14/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY / X PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB / X OCCUR			BE 028424153	12/14/2020	12/14/2021	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Installation Float			ER73818669	01/20/2021	01/20/2022	Single Lo	66,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Jacksonville its members, officials, officers, employees and agents are named as Additional Insured with regard to General Liability. All coverages are Primary & Non-Contributory. A waiver of subrogation in favor of the The City of Jacksonville its members, officials, officers, employees and agents applies to General Liability. 30 day notice of cancellation to

CERTIFICATE HOLDER

JACKSOL

City of Jacksonville
117 W. Duval St., # 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

ACORD 25 (2016/03)

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NOTEPAD:	HOLDER CODE JACKSOL	PLAYM-1	PAGE 2
	INSURED'S NAME Playmore West, Inc.dba	OP ID: WEH	Date 01/25/2021

The City of Jacksonville applies to all polices.
Installaton Floater lists the CIty of Jacksonville its members, officials, officers, employees and agents as loss payee

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	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 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 Frisk
(BCC)

Clerk

Department Representative

BID TABULATION FORM

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Time Open: 1:00

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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	Bleis Products & Service, Inc	✓	✓	✓	TBD
6	Swartz Associates	✓	✓		TBD
7	PlaySpaces Services Inc	✓	✓	✓	TBD
8	Adventure Recreational Concepts				
9					
10					
11					
12					
13					
14					
15					

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

BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA

NOTICE OF INTENT TO AWARD BID

RFP NO 18/19-2, Various Equipment and Amenities for Parks and Playgrounds

In accordance with the provisions of Section 8.N of the Clay County Purchasing Policy, notice is hereby given and posted of the decision of the Board of County Commissioners of Clay County, Florida (hereinafter the "Board") with respect to RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds. Responses to RFP No. 18/19-2 were opened on March 19, 2019. During its regular meeting on May 28, 2019, the Board rendered its decision to award RFP No. 18/19-2 to multiple companies. This notice of intent to award bid is the official notification regarding said selection. The decision of the Board is final subject to 72 hour period for protest. Failure to file a protest within the time prescribed in Section 8.N of the Clay County Purchasing Policies shall constitute a waiver of proceedings under Section 8.N Bid Awards and Protests.

Lorin L. Mock
Acting County Manager

Date of Posting:	Date of Removal:
5/29/19	6/3/19
Time of Posting:	Time of Removal:
8:45 a.m.	8:47 a.m.
Initials:	Initials:
D F	D F

SHELTERS, SHADES & STRUCTURES

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

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com	SRP Shades	Sails, Shades, Canopies	5%	30%	Yes	??	Yes
	SRP Shelters	Gazebos, Pavilions	5%	30%	Yes	??	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miracle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com	USA Shade	Shades, Canopies	5%	N/A	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Custom Canopies, Inc (888) 776-3350 ext 1 chrs@customshadecanopies.com	Custom Canopies Inc.	Sails, Shades, Canopies	5%	Priced Per Job	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	USA Shade	Shade Canopies	5%	180%	Yes	In Catalog	Yes
	Classic Recreation Systems, Inc	Shelters,	5%	75%	Yes	In Catalog	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
RCP Shelters, Inc (772) 288-3600 info@rcpshelters.com	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions,	15%	175%	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Shade Systems Inc	Installation of Shade Structures	N/A	100%	No	No	No
	Apollo Sunguard (Shade) Systems Inc	Installation of Shade Structures	N/A	110%	No	No	No
	RCP Shelters	Installation of Shade Structures	N/A	150%	No	No	No
	Poligon by Porter	Installation of Shade Structures	N/A	150%	No	No	No
	Ball Fabrics	Installation of Shade Structures	N/A	110%	No	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Shade Systems Inc	Shades,'Sails	5%	125%	Yes	In Catalog	In Catolog
	Americana Building Products	Gazebos, Walkway Covers, Roofs	5%	100%	Yes	In Catalog	In Catolog

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playspace Services (321) 775-0600 info@playspaceservices.com	Cedar Forest Products	Shelters, Bridges, Dugouts, Gazebos Installation	5%	69%	Digital Copy	Digital Copy	Digital Copy
Playworx Playsets LLC (386) 697-4426 Tracy@playworx.com	SRP Shades	Sails, Shades, Canopies Installation	N/A	49%	Digital Copy	Digital Copy	Digital Copy
	Ultra Shades	Sails, Shades, Canopies Installation	N/A	49%	Digital Copy	Digital Copy	Digital Copy
	Icon Shleters	Shade Shelters, Entry Ways, Installation	N/A	69%	Digital Copy	Digital Copy	Digital Copy
	SRP Shelters	Gazebos, Pavilions Installation	N/A	69%	Digital Copy	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	USA Shade	Shade Canopies	5%	75%	No	No	No
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Skyways Shade	Sails, Shades, Canopies	2%	75%	Yes	Yes	Yes
	USA Shade	Sails, Shades, Canopies	2%	75%	Yes	Yes	Yes
	Poligon/Parasol Shade	Gazebos, Shelters, Canopies	2%	75%	Yes	Yes	Yes
	Porter/Poligon Shelters	Gazebos, Shelters, Canopies	2%	75%	Yes	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	Warranty
	USA Shade	Shade Canopies	5%	N/A	Yes	No	No
	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions	5%	N/A	No	No	No
	Coverworx Shelters	Pavilions, Gazebos, Shelters	5%	N/A	Yes	No	No

SITE AMENITIES & FURNISHINGS							
Distributor	Manufacturer	Site Amenities & Furnishings	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Dero	Bike Racks	5%	Priced Per Job	Yes	Yes	In Catalog
	Doty & Sons Concrete	Concrete Containers, Benches, Tables	5%	Priced Per Job	www.dotyconcrete.com	Request Quote	On Website
	Forte	Plastic Fixtures, Trash Cans, ect	5%	Priced Per Job	www.forteproducts.com	Request Quote	Yes
	GT Grandstands	Bleachers	10%	Priced Per Job	Yes	Yes	On Website
	Jayhawk Plastics/FROG	Tables, Benches, Trash Cans	10%	35%	Yes	Yes	In Catalog
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	5%	Priced Per Job	www.kaypark.com	Request Quote	On Website
	Kings River Casting	Benches, Receptacles, Tables, Bike Racks	5%	Priced Per Job	www.kingsrivercasting.com	Request Quote	On Website
	Most Dependable Fountains	Fountains	5%	Priced Per Job	Yes	Request Quote	In Catalog
	Murdock Fountains	Fountains	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra Site	Benches, Receptacles, Tables,	5%	Priced Per Job	Yes	Yes	In Catalog
	Wausau International	Banches, Tables, Trash Cans, ect	5%	Priced Per Job	www.wausaumade.com	Request Quote	On Website
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Superior Recreational Site Amenities	Tables, Benches, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Bison Ameneties	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digistal Copy
	Playcraft Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Ultrasite Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Park Catalog Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	No	Digital Copy	Digital Copy
	Paris Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy

	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	2%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com	SRP Amenities	Tables, Benches, Bike, Racks, Trash Cans	5%	30%	Yes	??	Yes
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	5%	30%	Yes	??	Yes
	Ultra Site	Tables, Benches, Bike Racks, Trash Cans	5%	30%	Yes	??	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Miracle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com	Wabash Valley	Tables, Benches, Trash Cans	Tier	Priced Per Job	www.wabashvalley.com	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Recycled Plastic Factory (941) 473-1618 cgoogins@recycledplasticfactory.com	Recycled Plastic Factory	Recycled benches, tables, lumber, Parking Curbs	25%	15%	N/A	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Wausau Tile, Inc (863) 816-8070 kprecast@msn.com	Wausau Tile, Inc	Planters, Benches, Bike Racks	10%	N/A	Yes	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	MyTCoat	Tables, Benches, Bike Racks, Trash Cans	8%	35%	Yes	In Catalog	Yes
	Frog Furnishings	Tables Benches, Trash Cans, Kiosks	8%	35%	Yes	In Catalog	Yes
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	6%	35%	Yes	In Catalog	Yes
	SiteScapes Inc.	Tables, Benches, Trash Cans, Bike Racks	5%	35%	Yes	In Catalog	Yes
	Superior Site Amenities	Tables, Benches, Bike, Racks, Trash Cans	8%	35%	Yes	In Catalog	Yes
	Vista Furnishings	Benches, Trash Cans, Bike Racks	6%	35%	Yes	In Catalog	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**

Dominica Recreation Products (800) 432-0162 robd@gametime.com	Ultrasite Furnishings	Benches, Bike Racks, Tables,	5%	30%	Yes	No	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	Wabash Valley	Tables, Benches, Trash Cans	5%	32%	Yes	In Catalog	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Ultrasite	Site Furnishing Installation	N/A	45%	No	No	No
	Dumor Site Furnishings	Site Furnishing Installation	N/A	75%	No	No	No
	Wausau Tile, Inc	Site Furnishing Installation	N/A	100%	No	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Premier Polysteel	Benches, Tables, Trash Cans, Bike Racks	5%	45%	Yes	In Catalog	In Catalog
	Patterson-Williams	Benches, Tables,	5%	45%	Yes	In Catalog	In Catalog
	Frog Furnishings	Benches, Tables, Trash Cans,	5%	45%	Yes	In Catalog	In Catalog
	MyTCoat	Benches, Tables, Trash Cans	5%	45%	Yes	In Catalog	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playspace Services (321) 775-0600 info@playspaceservices.com	SRP Amenities	Tables, Benches, Bike, Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Bison Ameneties	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Playcraft Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Ultrasite Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Park Catalog/Highlands Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, Installation	N/A	N/A	Digital Copy	Digital Copy	Digital Copy

	Paris Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
Playworx Playsets LLC (386) 697-4426 Tracy@playworx.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Wabash Valley	Tables, Benches, Trash Cans	2.50%	50%	Yes	In Catalog	Yes
Rep Services, Inc (407) 831-9658 nathan@repservices.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Dumor Site Furnishings	Benches, Trash Cans, Bike Racks, Tables	2%	50%	Yes	Yes	Yes
	Anova Site Furnishings	Tables Benches, Trash Cans,	2%	50%	Yes	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**	**Warranty**
	Murdock Fountains	Water Fountains	5%	27%	Yes	No	No
	Wabash Valley	Tables, Benches, Trash Cans	5%	27%	Yes	In Catalog	In Catalog
	Recycle Design	Benches	5%	27%	Yes	No	No
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, Installation	5%	27%	Yes	No	Yes
	Madrax	Bike Lockers	5%	27%	www.madrax.com	No	No

PLAYGROUND EQUIPMENT & STRUCTURES							
Distributor	Manufacturer	Playground Equipment & Structures	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Action Play	Boarders, Ramp Systems, Mats	5%	Priced Per Job	Yes	Yes	Varies Per Product
	Bark Park	Dog Park Products	8%	35%	Yes	Yes	On Price Sheet
	Big Toys	Interactive Playgrounds	5%	42%	Yes	Yes	On Price Sheet
	Dynamo Playgrounds	Innovative Playgrounds	10%	Priced Per Job	Yes	Yes	In Catalog
	Elephant Play	Playgrounds	10%	35%	Yes	Yes	In Catalog
	Everlast Climbing	Climbing Walls, Jungle Gyms, ect	10%	Priced Per Job	Yes	Request Quote	In Catalog
	Free Note- Harmony Park	Musical Play Equipment	5%	Priced Per Job	Yes	Yes	On Website
	Jensen Swings	Playgournd Swings, Slides	5%	Priced Per Job	www.jensenswing.com	Yes	On Price Sheet
	Play & Park Structures	Playgrounds, Play Structures, Swings	10%	42%	Yes	Yes	In Catalog
	Safety 1st Surfacing	Expand, Install, Renew, Relocate	5%	Priced Per Job	www.safetyfirstplayground.com	Request Quote	On Website
	Sportsplay	Playground Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra Play	Playground Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Playcraft Systems	Playground Equip, Tables, Benches, Bike Racks	2%	37%	Yes	Digital Copy	Digital Copy
	Dynamo Playgrounds	Innovative Playgrounds	2%	37%	Yes	Digital Copy	Digital Copy
	Free Note- Harmony Park	Musical Play Equipment	2%	37%	Yes	Digital Copy	Digital Copy
	ID Sculptures	Climb and Play Structures	2%	60%	www.idsculpture.com	Digital Copy	Digital Copy

	Superior Recreation Playgrounds	Playground Sets,	2%	37%	Yes	Digital Copy	Digital Copy
	Childforms	Playground Sets,	2%	37%	Yes	Digital Copy	Digital Copy
	Ultra Play	Playground Equip, Dog Parks	2%	37%	Yes	Digital Copy	Digital Copy
	Sportsplay	Playground Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com	SRP Playgrounds	Playground, Fitness Equip	5%	30%	Yes	??	Yes
	Sportsplay	Playground Equipment,	5%	30%	Yes	In Catalog	Yes
	Free Note- Harmony Park	Musical Play Equipment	5%	30%	Yes	??	Yes
	Ultra Play	Playground Equip, Dog Parks	5%	30%	Yes	??	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Miracle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com	Miracle/True North	Playground Equipment,	Tier System	30%	Yes	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	Henderson Recreation	Playground Equipment,	6%	35%	Yes	In Catalog	Yes
	Action Play	Boarders, Ramp Systems, Mats	10%	35%	Yes	In Catalog	Yes
	Big Toys	Playgrounds, Musical, Benches	6%	35%	Yes	In Catalog	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Dominica Recreation Products (800) 432-0162 robd@gametime.com	GameTime	Playground Equipment,	10%	30%	Yes	In Catalog	In Catalog
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Rosette Equipment Co. (904) 271-0561 JRose20@comcast.net	Kidstuff Playstystems	Playground Equpment	18%	20%	Yes	No	Yes

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	Playworld	Playground Equpment	5%	32%	Yes	No	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Dynamo Industries, Inc (613) 446-0030 ivan.hoffmann@dynamoplaygrounds.com	Dynamo Playgrounds	Playgrounds,	10%	45%	Yes	Yes	Yes
	Dynamo Playgrounds	Ropes Course	5%	42%	Yes	Yes	Yes
	Dynamo Playgrounds	Custom Products	5%	42%	Yes	Yes	Yes
	Dynamo Playgrounds	Nature Play	5%	42%	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Landscape Structures Inc	Playground Installation	N/A	40%	No	No	No
	Playcore Branded Products	Playground Insallation	N/A	45%	No	No	No
	GameTime	Playground Installation	N/A	45%	No	No	No
	Playworld Systems Inc	Playground Installation	N/A	40%	No	No	No
	Henderson Recreation	Playground Installation	N/A	45%	No	No	No
	Miracle Recreation	Playground Installation	N/A	45%	No	No	No
	PlayPower/Little Tikes	Playground Installation	N/A	45%	No	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	BCI Burke Company	Playground Equipment,	7%	34%	Yes	In Catalog	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playworx Playsets LLC (386) 697-4426 Tracy@playworx.com	Little Tikes	Playground Equipment,	10%	40%	Yes	In Catalog	Yes

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Landscape Structures Inc	Playground Equip	2%	50%	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Miracle Recreation Equip	Playground Equip	8-20%	27%	Yes	Yes	Yes
	Action Play	Boarders, Ramp Systems, Mats	5%	25%	No	No	No
	Elephant Play	Playgrounds	5%	25%	No	No	No
	Ultra Play	Playground Equip, Dog Parks	5%	27%	No	No	No
	UPC Parks	Nature Play	5%	27%	Yes	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playspace Services (321) 775-0600 info@playspaceservices.com	Playcraft Systems	Playground Equiment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Dynamo Playgrounds	Playground Equiment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	SRP R3	Recycled Playground Equiment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Free Note- Harmony Park	Musical Play Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	ID Sculptures	Climb and Play Structures	N/A	60%	Digital Copy	Digital Copy	Digital Copy
	Childforms	Playground Sets,	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Ultra Play	Playground Equip, Dog Parks	N/A	37%	Digital Copy	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 MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Compac Filtration	Pads, Structures, Filtration	5%	Priced Per Job	Yes	Request Quote	Priced Per Job
	Spohn Ranch/True Ride	Skate Park	5%	Priced Per Job	www.spohnranch.com	Request Quote	On Website
	Waterworks International	Architectural Fountains, SplashPads	5%	Priced Per Job	www.waterworksinternational.com	Request Quote	On Website
	Zeager	Wood Carpet, Synthetic Turf,	5%	Priced Per Job	Yes	Request Quote	On Website
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Water Splash	Splash Parks	2%	75%	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playspace Services (321) 775-0600 info@playspaceservices.com	Water Splash Installation	Splash Parks	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Aquatix	Splash Pads, Water Playgrounds	2%	Included in price per SF	Yes	Yes	Yes

SPORTS & FITNESS EQUIPMENT

Distributor	Manufacturer	Sports & Fitness Equipment	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Athletic Connection	Team Sports, Fitness, Facilties,	5%	Priced Per Job	Yes	In Catalog	In Catalog
	Burbank Netting	Safety Netting	5%	Priced Per Job	www.burbanksportnets.com	Yes	On Website
	Colorado Time Systems	Scoreboards	5%	Priced Per Job	Yes	Request Quote	On Website
	Electro-Mech	Scoreboards	10%	Priced Per Job	www.electro-mech.com	Yes	On Website
	Gared Sports	Team Sports, Fitness, Facilties,	10%	Priced Per Job	Yes	Yes	On Website
	GT Grandstands	Bleachers, Press Boxes, Benches	10%	Priced Per Job	Yes	Yes	On Website
	JayPro Sports	Team Sports, Fitness, Facilties,	5%	Priced Per Job	Yes	On Website	Varies Per Product
	Major Display Scoreboards	Scoreboards	5%	Priced Per Job	www.majordisplay.com	Yes	On Website
	National Recreation Systems	Bleachers, Benches	5%	Priced Per Job	Yes	Yes	In Catalog
	Pro Mats	Netting, Padding, Equipment	5%	Priced Per Job	Yes	Yes	On Website
	Sandee Sod, Inc	(Support Services)	Priced per job	Priced Per Job	N/A	Request Quote	No Website
	Sportsplay	Sports Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra-Action Fitness	Fitness Parks and Equiment	5%	Priced Per Job	Yes	Yes	In Catalog
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Sportsplay	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Bison Sports	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Action Fit	Outdoor Fitness Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Paris Outdoor Fitness	Outdoor Fitness Equip	3%	75%	Yes	Digital Copy	Digital Copy

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

	Bison Sports	Sports Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Action Fit	Outdoor Fitness Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Paris Outdoor Fitness	Outdoor Fitness Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	JayPro Sports	Team Sports, Fitness, Facilties,	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Playcraft Systems	Fitness Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	GT Grandstands	Bleachers, Press Boxes, Benches	N/A	75%	Digital Copy	Digital Copy	Digital Copy
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**	**Warranty**
	Bison Sports	Sports Equip, Bleachers, Padding	5%	27%	Yes	No	Yes
	Douglas Sports	Sports Equipment	5%	27%	Yes	No	No

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

	Tennis Unlimited	Tennis Court Sufacing	Priced per job	Priced Per Job	N/A	Request Quote	On Website
	X-Grass	Syntheitc Turf	5%	Priced Per Job	Yes	Request Quote	On Website
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Rubber Designs	Rubber Surface for playgrounds, play spaces	5%	5%	Yes	Digital Copy	Digital Copy
	Boiling Forest Mulch 4 You and Inovative	Mulch	5%	75%	No	Digital Copy	Digital Copy
	Polysoft Surfacing	Recreation Surfacing	2%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
Miracle Recreation/True North (407) 883-8463	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	No Fault	Rubber Surface for playgrounds, play	5%	Priced Per Job	Yes	Yes	Yes
	IMC-Nuplay	Rubber Mulch Nuggets	10%	Priced Per Job	www.imcoutdoorliving.com	Yes	Yes
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Cowart Mulch	Engineered Wood Mulch	10%	60%	Flyer	Attached to Flyer	Yes
	International Mulch Co	Recylced Rubber Mulch,	6%	50%	Flyer	Attached to Flyer	Yes
	USA Mulch	Natural Mulch	10%	60%	Flyer	Attached to Flyer	Yes`
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Playmore Surfacing	Wood, Rubber Mulch	5%	varies-see price list	Flyer	Included in Flyer	Yes

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Robertson Industries, Inc/Totturf Safety Surfacing (954) 882-1366 ghaab@totturf.com	Robertson Industries	Turf, Rubber Tiles, Aquatic Surfacing	10%	Included in Discount	Yes	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Playspace Services (321) 775-0600 info@playspaceservices.com	Boiling Forest Mulch 4 You and Inovative Mulch	Mulch Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Polysoft Surfacing	Recreation Surfacing Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Play Space Services	Surfacing Installation	N/A	Per Discount Catalog	Yes	Yes	Yes
	Rubber Designs	Rubber Surface for playgrounds, play spaces Installation	5% or per discount catalog	5%	Digital Copy	Digital Copy	Digital Copy
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Playworx Playsets LLC (386) 697-4426 Tracy@playworx.com	No Fault Safety Surfacing	Rubber Turf	2%	Included n SF Price	Flyer	No	Yes
	Shawgrass	Syntheitc Turf	2%	Included in SF Price	Flyer	No	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Vitriturf	Cushioned Flooring	2%	Included in SF Price	Yes	Yes	Yes
	No Fault	Rubber Mulch, Synthetic Turf	2%	50%	Yes	Yes	Yes
	Irvine Wood Recovery	Engineered Wood Mulch	2%	50%	Flyer	Yes	Yes
	Robertson Recreatonal Surfaces	Rubber Synthetic Turf	2%	Included in SF Price	Flyer	Yes	Yes
	Forever Lawn	Playground Grass	2%	Included in SF Price	Flyer	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	Warranty
	Fibar	Ramps, Engineered	5%	27%	Yes	No	Yes
	Foerverlawn	Sythetic Grass	5%	27%	www.foerverlawn.com	No	No
	No Fault	Playground and Athletic Surfaces	5%	N/A	Yes	No	No

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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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

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

Additional Services Required:

Description	Quantity	Unit Price	Extended Price

Total: $_____

List any Subcontractors:

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

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.

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[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.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

BOARD OF COUNTY COMMISSIONERS
MEETING MINUTES
May 28, 2019
Administration Building,
4th Floor, BCC Meeting Room, 477 Houston Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner Rollins

PLEDGE

Commissioner Hutchings

CALL TO ORDER

Chairman Cella called the meeting to order at 4:02 P.M.

ROLL CALL

Present: Commissioner District 1 Chairman Mike Cella
Commissioner District 5 Vice Chairman Gayward Hendry
Commissioner District 2 Commissioner Wayne Bolla
Commissioner District 3 Commissioner Diane Hutchings
Commissioner District 4 Commissioner Gavin Rollins

Absent: None

Staff Present: Acting County Manager Lorin Mock
County Attorney Courtney K. Grimm
Commission Auditor Mike Price
Chief Assistant County Attorney Fran Moss

A MOMENT IN HISTORY

Vice Chairman Hendry reported of a plane crash that killed nine service men at Thunderbolt Field, piloted by Lt. Commander Lester Key, on June 14, 1951.

ARTWORK

There was no Artwork on the agenda.

PET ADOPTIONS

Kelly Kinney, Friends of Clay County Animals, brought two kittens to the meeting and asked for help from those who may want to consider fostering kittens taken to Animal Services.

APPROVAL OF MINUTES

Commissioner Rollins moved, seconded by Commissioner Hutchings, and carried 5-0, to approve the minutes for the May 14, 2019 and May 20, 2019 BCC meetings.

1. May 14, 2019 BCC Minutes

2. May 20, 2019 BCC Special Meeting Minutes

PUBLIC COMMENTS

No public comments were received.

CONSENT AGENDA

Commissioner Rollins moved, seconded by Commissioner Bolla, and carried 5-0, to approve the Consent Agenda as presented.

3. Finance Business

   The Finance Department business is submitted to request approval and ratification by the Board for various warrants and disbursements in order to meet the requirements of Ch. 136.06 (1), Fl Statute. Acceptance and disposal of various Board property and various documents are submitted for the Board's information. At times, approval is requested for various finance related issues.

4. Finance & Audit Committee Business

   Approval of the Finance & Audit Committee Minutes of May 21, 2019.

5. Tourist Development Council Committee Business

   Approval of the March 27, 2019 Tourist Development Council Meeting Minutes.

FINANCE AND AUDIT COMMITTEE
MEETING MINUTES
May 21, 2019
Administration Building,
4th Floor, BCC Meeting Room, 477 Houston Street,
Green Cove Springs, FL 32043
3:00 PM

PUBLIC COMMENTS

Chairman Hendry called the meeting to order at 3:00 P.M.

Chairman Hendry opened the public comment period.

There were no public comments to be heard.

Chairman Hendry closed the public comment period.

1. Solid Waste Collection Assessment Rate

   Approval of the Solid Waste Collection Assessment rate for Fiscal Year 2019-2020. This rate will be used in the preparation of the Solid Waste Collection Assessement Roll and included in the notice to affected property owners for the upcoming year. Funding Source: Revenue (M. Towns)

   After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, to pull for full Board discussion at the May 28th BCC meeting.

2. Bid #18/19-17, Household Hazardous Waste Buildings

   Approval to post notice of intent and award Bid #18/19-17, Household Hazardous Waste Buildings to MCC Development, Inc. at a cost of $233,900.00. Approval will be effective after 72 hour period for protest has expired. Funding Source: 401-3802-562000 (Solid Waste Fund / Environmental Services / Buildings) (M. Towns)

   After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

3. Florida Department of Veterans' Affairs (FDVA) Memorandum of

Agreement

Approval of the Memorandum of Agreement with the Florida Department of Veterans' Affairs, formalizing the Interlocal relationship as an authorized user of FDVA's VetraSpec technology, for a term to continue until terminated by either party. Funding Source: Not Applicable (T. Nagle)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

4. RFP #18/19-2, Various Equipment and Amenities for Parks and Playgrounds

   Approval to post notice of intent and to award RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds, to multiple companies for a term of three years. All bids are based upon the % discount offered for products and service. 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 based on discount pricing.Approval will be effective after 72 hour bid protest period has expired. Submittals are available for review in the Purchasing Department. Funding Source: 001-3201-546100 (General Fund - Parks & Rec - Repairs & Maint) (J. Householder)

   After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

5. Division of Historical Resources Grant Application for the Clay County Historical Courthouse Building Restoration Project

   Approval to apply for a Department of State Historic Preservation Grant funding through the Division of Historical Resources for the Clay County Historical Courthouse Building Restoration Project. The grant requires a 50% match. The application deadline is June 1, 2019. Staff is still in the process of finalizing the grant application. (J. Householder)

   James Householder, Director of Facilities & Maintenance, stated that the amount of the grant application is a total of $300,000.00 and that the required 50% County match of $150,000.00 is to be in the FY 19/20 County Budget.

   After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

6. Discussion regarding Agreements related to the SWEAT Program

   Discussion regarding the following Agreements related to the SWEAT

Ola, Ruben

From: Ola, Ruben
Sent: Tuesday, March 30, 2021 3:37 PM
To: Honey, Amy
Cc: Henderson, Gayandrial; Harriman, Rene'e; Freeman, Dustin
Subject: FW: Procurement Process
Attachments: 1819-2 Equip & Amenities Parks & Playgrounds.pdf; 051519 Discount spreadsheet.pdf; Bid Tab 1819-2.pdf; F&A - BCC minutes.pdf; RFP 1819-2 award notice.pdf

Hi Amy,

I'll submit this Piggyback request to my supervisor for GGAC approval.

Thanks,

Ruben Ola, Purchasing Analyst
City of Jacksonville
Procurement Division
Finance and Administration Department
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Phone: 904.255.8823
Fax: 904.255.8837
Email: rubeno@coj.net

One City. One Jacksonville.

From: Honey, Amy <AHoney@coj.net>
Sent: Tuesday, March 30, 2021 2:47 PM
To: Ola, Ruben <RubenO@coj.net>
Cc: Henderson, Gayandrial <GHenderson@coj.net>; Harriman, Rene'e <RHarrima@coj.net>
Subject: FW: Procurement Process

Hi Ruben,

Per our conversation below is the conversation with Playmore and Clay County representative.

Please advise if we can proceed with the RFP PRNM-500341-21.

Thank you!

Amy Honey
Contract Administrator Coordinator
City of Jacksonville|Parks, Recreation and Community Services Department
214 N. Hogan Street, 4th Floor
Jacksonville, FL 32202
Office: (904) 255-7909
www.coj.net

ONE CITY ONEJACKSONVILLE.

From: Henderson, Gayandrial <GHenderson@coj.net>
Sent: Tuesday, March 30, 2021 1:37 PM
To: Honey, Amy <AHoney@coj.net>
Subject: FW: Procurement Process

Please see the message below. Please let me know if this will be fine.

Ivy Henderson, ASLA
Landscape Designer
City of Jacksonville | Parks, Recreation & Community Services Department
214 N. Hogan St., 4th Floor
Jacksonville, FL 32202
904.255.7944
www.coj.net

From: Nicole Peacock <nicolep@playmoreonline.com>
Sent: Tuesday, March 30, 2021 11:50 AM
To: Henderson, Gayandrial <GHenderson@coj.net>
Cc: Jimmy P <jimmyp@playmoreonline.com>
Subject: FW: Procurement Process

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Ivy
Can you forward the attached documents and have the point of contact reference the documentation below from Donna Fish at Clay County. Please let me know if this is sufficient or how I need to proceed .

Thank you
Nicole Peacock

-------- Original message --------
From: Donna Fish <Donna.Fish@claycountygov.com>
Date: 3/30/21 10:08 AM (GMT-06:00)
To: Jimmy P <jimmyp@playmoreonline.com>
Subject: RE: Procurement Process

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Jimmy,

There are no contracts or award letters to the vendors. We use the discount spreadsheet that shows all awarded vendors and their discount percentages along with the minutes where this was approved by our board as backup for purchases. You will need to get current price sheets and catalogs from the vendors that you use. The initial term is good until 5/27/22. Let me know if you need anything else.

Thank you,

Donna Fish, Buyer 1
Clay County Purchasing Division
P O Box 1366
477 Houston Street
Green Cove Springs, FL 32043
PH: 904-278-3761
Fax: 904-278-3728
Email address: donna.fish@claycountygov.com

From: Jimmy P <jimmyp@playmoreonline.com>
Sent: Tuesday, March 30, 2021 10:20 AM
To: Donna Fish <Donna.Fish@claycountygov.com>
Cc: Nicole Peacock <nicolep@playmoreonline.com>
Subject: FW: Procurement Process

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Donna
Good morning. I'm a project manager at Playmore Recreational Products & Services.
I'm working with the City of Jacksonville on a playground project. We are attempting to piggyback off the Clay County contract which we provided bid documents for referencing 18/19-2 RFP- Various Equipment and Amenities For Parks and Playgrounds back in March 2019. It was awarded on 5/28/19 to multiple companies. The City of Jacksonville is requiring the actual contract between Playmore and Clay County not the bid documents we supplied.

Is there an award letter or other documentation that you can provide that shows we are affiliated with the Clay County contract that I can provide to the City of Jacksonville? Any direction that you can provide on this would be helpful.

Thank you
Jimmy Peacock
850-691-7157
jimmyp@playmoreonline.com