

RESOLUTION NO. 2011 - 211

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 11-60, PARK AND PLAYGROUND EQUIPMENT, AND TO EXECUTE AN AGREEMENT WITH TEN (10) VENDORS FOR AS NEEDED PURCHASE OF PARK & PLAYGROUND EQUIPMENT.

RECITALS

WHEREAS, the County from time to time, on an as needed basis, needs to replace worn out park and playground equipment and install new equipment in new locations; and

WHEREAS, in order to provide an efficient, timely and cost effective method of providing park & playground equipment and installation, the County solicited bids, Bid No 11-60, Park and Playground Equipment, for various locations throughout the county; and

WHEREAS, through the County's formal bid process, ten (10) firms are recommended for a contractual relationship with the County to perform the work referenced above; and

WHEREAS, the various projects shall be budgeted for and funded by the SJC Recreation & Parks Department on a project by project basis; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Contract (attached hereto and incorporated herein) and finds them acceptable and finds that entering into the Contract serves a public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award BID No. 11-60 to Advanced Recreational Concepts, Bliss Products & Services, Inc, Dominica Recreation Products, Inc, Playmore West, Inc, Rep Services, Inc, Seating Constructors USA, Shade Systems, Inc, Site Creations, LLC, Southern Recreation, Inc, and Swartz Associates, Inc.

Section 3. The County Administrator, or designee, is further authorized to execute the attached Contracts with these ten (10) firms on behalf of the County for park & playground equipment and installation services on an as needed basis as specifically provided in BID No 11-60.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 2nd day of AUGUST, 2011.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: _____

Chair

ATTEST: Cheryl Strickland, Clerk

By: _____

Deputy Clerk

RENDITION DATE 8/5/11





**MASTER CONTINUING
CONTRACT AGREEMENT**
Bid No: 11-60; Park & Playground Equipment

<u>Approval</u>
Prepared By: _____
Approved By: _____

This Contract Agreement is made as of this _____ day of _____, 2011, by and between **St. Johns County, FL**, by and through its Board of County Commissioners, **500 San Sebastian View, St. Augustine, FL 32084** hereinafter referred to as the "COUNTY", and _____, authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR", whose address is _____, Phone: () _____ and Fax: () _____.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 – SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide all labor, materials, and equipment necessary to _____ in accordance with Bid No: 11-60 Contract Documents, which include the Bid Documents, Bid Forms, Addenda, Specifications, and any and all Change Orders and/or Amendments hereto executed by the parties, hereafter and to perform and complete the work specifically set forth on a regularly scheduled basis. The County shall pay to the Contractor based on the Prices submitted on the Official County Bid Form, an annual amount not-to-exceed _____ for services satisfactorily performed in accordance with the Contract Documents.

Services provided by the CONTRACTOR shall be under the general direction of Floyd Register, Underground Utility Superintendent, SJC Recreation & Parks Department, or his authorized County designee, who shall act as the COUNTY'S representative during the performance of this Contract.

ARTICLE 2 – SCHEDULE

The COUNTY and the CONTRACTOR shall approve each schedule, prior to the performance of any work under this Contract. All testing and reports shall coincide with agency requirements.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The COUNTY shall pay to the CONTRACTOR for services satisfactorily performed, as follows: The CONTRACTOR will bill the COUNTY at the amounts set forth for each delivery for services rendered toward the completion of the Scope of Work. The amounts billed shall represent the approximate completion of services outlined in the Scope of Work contained in various orders.
- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the initiating County department, indicating that services have been rendered in the conformity with the Contract and then will be sent to the Finance Department for payment. Invoices must reference this contract against which the CONTRACTOR is billing.
- C. **FINAL INVOICE:** In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the Contractor's final/last billing to the COUNTY. This indicates that all services have been performed and all charges and costs have been invoiced to St. Johns County and there is no further work to be performed.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Contract by the CONTRACTOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and cost used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be reduced to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rate, or due to inaccurate representations of fees paid to outside subcontractors. The COUNTY may exercise its rights under this Article 4 within eighteen (18) months following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated for cause by the CONTRACTOR upon at least 30 days' prior written notice to the COUNTY in the event that the COUNTY (without assistance or participation by the CONTRACTOR) breaches or violates a material term, provision, requirement, condition of this Contract. For purposes of this Article, a "material term, provision, requirement, condition" of this Contract includes Articles 3 and 14 of this Contract. Such written notice shall include the reason for the termination, and the actual date of termination. Upon receipt of such notice of termination, the COUNTY shall have fifteen (15) days in which to cure the breach or violation. Should the COUNTY cure the breach or violation within said fifteen (15) day timeframe, then this Contract notice of termination shall be cancelled, and this Contract shall continue in full force and effect, as if no notice of termination had been issued.

This Contract may also be terminated by the COUNTY, with or without cause, immediately upon written notice to the CONTRACTOR.

Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the County's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the Services noted in this Contract. Such personnel shall not be employees of, or have any contractual relationship with, the COUNTY.

All of the Services noted in this Contract shall be performed by the CONTRACTOR, or under the supervision of the CONTRACTOR. All personnel engaged in performing the Services noted in this Contract shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel must be made known to the COUNTY's representative and written approval granted by the COUNTY before said change or substitution can become effective.

The CONTRACTOR warrants that all Services noted in this Contract shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly the work described in this Contract. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying tax to their suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of the CONTRACTOR's FICA and Social Security benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Contract, specifically financial obligation, are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of St. Johns County.

ARTICLE 10 - INSURANCE

- A. The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the COUNTY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish Certificates of Insurance to the COUNTY for COUNTY review and approval prior to the execution of this Contract. The Certificates shall provide for the following:
- The COUNTY will be named as additional insured on all the General Liability, Auto Liability and Excess/Umbrella Liability policies.
 - The COUNTY will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
 - The COUNTY Bid No. and Project Name will be stated on the certificate.
- C. Insurance Requirements
- A) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- B) Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
1. Premises/operations
 2. Products/complete operations
 3. Contractual liability
 4. Independent contractors
- C) Business auto liability – coverage shall provide minimum limits of liability of \$100,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. This shall include coverage for:
1. Owned autos
 2. Hired autos
 3. Non-owned autos
- Special Requirements
- D) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
- b. St. Johns County will be named as additional insured on the commercial general liability, business auto liability and Umbrella/Excess Liability policies.
 - c. Shall note Bid No. _____ on the Certificate
 - d. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- E) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- F) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

ARTICLE 11 - INDEMNIFICATION

To the extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the COUNTY, and its officers and employees, from all claims, liabilities, damages, losses, and cost, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its officers, employees, subcontractors, or authorized representatives, with respect to, or associated with the Services noted in this Contract.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR. Should either the COUNTY or the CONTRACTOR, assign, transfer, and/or sell any of the rights of this Contract, without such prior written approval of the other party, then such action on the part of either the COUNTY, or the CONTRACTOR, shall result in the automatic termination of this Contract, without further notice or action required on the part of the other party.

ARTICLE 13 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 14 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of Services noted in this Contract. The CONTRACTOR further represents that during the duration/term of this Contract no person having any interest shall be employed for said performance of Services noted in this Contract.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the CONTRACTOR's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion from the COUNTY ADMINISTRATOR, or designee, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the CONTRACTOR.

The COUNTY ADMINISTRATOR, or designee, agrees to notify the CONTRACTOR of the opinion by certified mail within 30 days of receipt of notification by the CONTRACTOR, of the original notification of conflict of interest. If, in the opinion of the COUNTY ADMINISTRATOR, or designee, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY ADMINISTRATOR, or designee, shall so state in the notification and the CONTRACTOR shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the CONTRACTOR's control and without the CONTRACTOR's fault or negligence. Such cases may include, but are not limited to: acts of nature; acts of commission or omission on the part of the COUNTY, which result in the breach or violation of this Contract by the CONTRACTOR; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the CONTRACTOR's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the CONTRACTOR and its subcontractor(s) and is without the fault or negligence of either of them, the CONTRACTOR shall not be deemed to be in default.

Upon the CONTRACTOR's request, the COUNTY shall consider the facts and extent of any delay in performing the work and, if the CONTRACTOR's failure to perform was without the CONTRACTOR's fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised and/or adjusted accordingly; subject to the COUNTY's right to change, terminate, or stop any or all of the Services noted in this Contract at any time.

ARTICLE 16 - ARREARS

The CONTRACTOR shall not pledge the COUNTY's credit, or make the County a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract. It is expressly understood that under this Contract, the CONTRACTOR has no authority to bind the COUNTY (either legally or equitably), for any action or service, whether or not noted in this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY for the COUNTY's approval and acceptance, all documents and materials prepared by and for the COUNTY under this Contract. The delivery to, and acceptance by, the COUNTY, of all required documents and materials must be achieved prior to the CONTRACTOR being eligible for final payment of any amounts due under this Contract.

To the extent permitted by law, all written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Contract, or at the COUNTY's expense, shall be and remains the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

Notwithstanding the provision above, or any other provision contained in this Contract, the COUNTY and the CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, and Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to the CONTRACTOR's sole direction, supervision, and control.

The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship and the relationship of its employees to the COUNTY shall be that

of an Independent Contractor and not as employees or agents of the COUNTY. The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this Contract.

ARTICLE 19 - CONTINGENT FEES

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon, or resulting from, the award, or making of, this Contract.

ARTICLE 20 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract. The COUNTY shall have access to such books, records, and documents as required under this Contract, for the purpose of inspection or audit during normal business hours, at the COUNTY's cost, upon five (5) days written notice. Additionally, the COUNTY shall have the right to examine, review, inspect, and/or audit the books, records, documents, and correspondence, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in this Contract. It is specifically noted that the CONTRACTOR is under no duty to provide access to documentation, not related to this Contract, or is otherwise protected by COUNTY, State, or Federal law.

ARTICLE 21 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 22 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Contract. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Contract may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the COUNTY, and the CONTRACTOR.

ARTICLE 23 - DURATION AND EXTENSION

This Contract shall be effect for an initial one (1) year period from the date of acceptance by the County, and may be extended for up to a maximum of three (3), one (1) year renewal periods upon satisfactory performance by the contractor, mutual agreement by both parties, and the availability of funds. While this Contract may be renewed stated in this Article, it is expressly noted that the County is under no obligation to extend this Contract. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination of satisfactory performance of the Services in this Contract.

ARTICLE 24 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain throughout the duration/term of this Contract, all permits, licenses, and/or approvals required to conduct its business, and that it will at all times, conduct its business activities in a reputable manner.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - AMENDMENTS AND MODIFICATIONS

No task orders and/or modifications of this Contract shall be valid unless in writing and signed by an authorized representative each of the party. All Amendments and modifications shall be in the form of a change order or task order.

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY's notification of a contemplated change, the CONTRACTOR shall (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall effect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Change Order for changes to a task in progress, or a contract change order, if the original contract is be changed or amended the CONTRACTOR shall not commence work on any such change until such written task order or change order has been issued and signed by each of the parties.

ARTICLE 28 - ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents shall include Bid Documents/Specifications dated _____ and Addendum(s) _____, except for modifications issued after execution of this Contract, will be enumerated in each task order.

ARTICLE 29 - FLORIDA LAW AND VENUE

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in St. Johns County.

ARTICLE 30 - ARBITRATION

The CONTRACTOR is under no obligation to accept arbitration (either binding or non-binding) as a remedy or resolution for any disputes, breaches, violations, and/or failures associated with any Services noted in this Contract.

ARTICLE 31 - NOTICES

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

St. Johns County Purchasing Department
Attn: Joe Burch, Purchasing Director
2446 Dobbs Road
St. Augustine, FL 32084

and if sent to the CONTRACTOR shall be mailed to:

ARTICLE 32 - HEADINGS

The heading preceding the several articles and sections hereof are solely for convenience of reference and shall not constitute a part of this Contract, or affect its meaning, construction or effect.

ARTICLE 33 – ACCESS TO RECORDS

The access to, disclosure, non-disclosure, or exemption of records, data, documents, correspondence, and/or materials associated with this Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

ARTICLE 34 – NO THIRD PARTY BENEFICIARIES

Both the COUNTY and the CONTRACTOR explicitly agree, and this Contract explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 35 – USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the CONTRACTOR may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

ARTICLE 36 – SURVIVAL

It is explicitly noted that the following provisions of this Contract, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: 1) Article 4 (Truth-in-Negotiation); 2) Article 8 (Federal and State Taxes); 3) Article 10 (Insurance); 4) Article 11 (Indemnification); 5) Article 20 (Access and Audits); 6) Article 24 (Enforcement Costs); and 7) Article 33 (Access to Records).

IN WITNESS WHEREOF, authorized representatives of the COUNTY, and CONTRACTOR have executed this Contract on the day and year below noted.

ST. JOHNS COUNTY, FL:

Joe Burch, Purchasing Director

Date

**ATTEST:
CHERYL STRICKLAND, CLERK**

BY: _____
Deputy Clerk

Date

LEGALLY SUFFICIENT:

Deputy County Attorney

Date

CONTRACTOR:

Company Name

Name (Type or Print)

Signature

Title

Date

WITNESS:

Signature

Printed Name & Title

Date of Execution

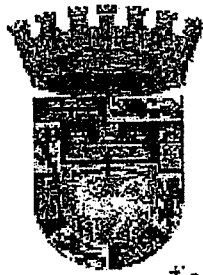
EXHIBIT "A"

BID NO.: _____

BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with Unit Price Schedule as shown in Exhibit "_____". All fees shown in the Unit Price Schedule shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns County prior to any work being implemented and will be added to the applicable Contract Amendment.

Unit Price adjustments will be considered on an annual basis at the time of contract renewal and must be mutually accepted by both the Contractor and the Owner. Price adjustment requests shall be based upon the Consumer Price Index (CPI) in affect at the time of renewal. All accepted and approved price adjustments shall become effective on the first Task Order issued after the beginning of the applicable renewal period.



**Board of County Commissioners
St. Johns County, Florida**

BID NO.: 11-60

Park & Playground Equipment

**BID DOCUMENTS
PROJECT SPECIFICATIONS**

**St. Johns County Purchasing Department
2446 Dobbs Road
St. Augustine, Fl 32086
(904) 209-0150**

Final: 3/03/11

TABLE OF CONTENTS

FRONT END BID DOCUMENTS

Notice to Bidders

Instruction to Bidders

Official County Bid Form with Attachments:

Attachment A – Affidavit

Attachment B – List of Proposed Subcontractors

Attachment C – License/Certification List

Attachment D – References

PROJECT SPECIFICATIONS

BID NO: 11-60

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, April 6, 2011, by Jaime Toney, Contract Coordinator for St. Johns County Purchasing Department located at 2446 Dobbs Road, St. Augustine, Florida 32086 for Bid No: 11-60; Park & Playground Equipment. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered or received in the Purchasing Department after the 2:00 P.M. deadline shall not be give consideration and shall be returned to the sender unopened.

The Scope of work for this project shall consist of providing playground equipment as ordered by St. Johns County. Delivery services shall be required for all orders, and installation services shall be required for some orders, but St. Johns County may order materials from a Contractor and have installation performed by a third party. Contractor(s) must provide a written factory certification that he is certified and/or authorized to install playground equipment as required by the manufacturer and submitted with his Bid. All Bidders must comply with and adhere to ADA, American Playground Safety Regulations, ASTM Standards, and any and all other playground equipment and safety laws, regulations, codes, and requirements.

Bid Packages are available from Onvia Demand Star, Inc., at www.demandstar.com by requesting Document #11-60. Vendors registered with Demand Star may download some documents at no charge. A link to the Onvia Demand Star website is available through the St. Johns County Website from the Purchasing page at www.sjcfl.us/BCC/Purchasing/Open_Bids.aspx. Check the County's site for download availability and any applicable fees. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. Bid Packages may also be requested from Jaime Toney, Contract Coordinator, SJC Purchasing Department via email: jtoney@sjcfl.us or fax: (904) 209-0159.

Any and all questions regarding this Bid must be submitted, *in writing*, to Jaime Toney, Contract Coordinator for St. Johns County Purchasing via email to jtoney@sjcfl.us or fax to (904) 209-0159, to be received no later than close of business (4:00pm) on Wednesday, March 23, 2011, so that any necessary addenda may be issued in a timely manner.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
CHERYL STRICKLAND, CLERK

BY: _____
Deputy Clerk

FRONT END BID DOCUMENTS

INSTRUCTION TO BIDDERS

OWNER: The Board of County Commissioners of St. Johns County, Florida
PROJECT: BID NO.: 11-60; Purchase of Playground & Park Equipment

DEFINITIONS

Bidding Documents include the Advertisement/Notice to Bidders, Front End Bid Documents, Standard Agreement, Public Construction Bond, Specifications and Plans including any Addenda issued prior to receipt of Bids.

All definitions set forth in the General Conditions of the Contract for Construction or in other Contract Documents are applicable to the Bidding Documents.

Addenda are written or graphic instruments issued by the Purchasing Department prior to the time and date for receiving Bids that modify or interpret the Bidding Documents by addition, deletion, clarification, or corrections.

Base Bid is complete and properly signed proposal to do the work, or designated portion thereof, for the sums stipulated therein supported by data called for by the Bidding Documents.

A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the contract documents and shall include all labor, materials, equipment and any other item/s essential to accomplish the scope of work of the Unit Price.

A Bidder is one who submits a Bid as a prime contractor to the Owner for the work described in the proposed Contract Documents.

BIDDER'S REPRESENTATION

Each Bidder, by marking his Bid, represents that he has read and understands the Bidding and Contract Documents and his Bid is made in accordance herewith: he has visited the Site and has familiarized himself with the local conditions under which the Work is to be performed, and his Bid is based upon the materials, systems and equipment described in the Bidding Documents without exceptions.

BIDDING DOCUMENTS

Copies: Bidding documents may be obtained from www.demandstar.com or the SJC Purchasing Department in the number and for the purchase sum if any as stated in the Advertisement or Invitation - Notice to Bidders. Complete sets of Bidding Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bidding Documents. The Owner, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the Architect of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions. Bidders requiring clarification of interpretation of the Bidding Documents shall make a written request to the Owner, to reach him at least twelve (12) days prior to the date for receipt of Bids.

An interpretation, correction, or change of the bidding Documents will be made by Addendum. Interpretation, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and change. No change will be made to the Bidding Documents by the Owner or his Representative seven (7) days prior to Bid receiving date, however, the Owner reserves the authority to decrease this time depending on the necessity of such change.

SUBSTITUTIONS

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the Owner at least twelve (12) days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The project director’s approval or disapproval of a proposed substitution shall be final.

If the Project Director approves any proposed substitution, such approval will be set forth in an Addenda. Bidders shall **not** rely upon approval made in any other manner.

ADDENDA

Addenda will be distributed to all who are known by the entity responsible for distribution of the complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

Each Bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he **shall** acknowledge their receipt in the space provided in the Bid Proposal Form and attach a fully acknowledged copy of each addendum issued for the applicable bid with this bid proposal. Failure to provide fully acknowledged copies may result in a bid proposal being deemed non-responsive.

FORM AND STYLE OF BIDS

Bids shall be submitted in **TRIPLICATE (one (1) original and two (2) copies)** on forms, provided in this manual. All blanks on the Bid Form shall be filled in by typewriter or manually in ink.

Bid proposals must be placed in an envelope, sealed and placed in another envelope, plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder’s return address in top left hand corner and recite: “BID NO.: 11-60 - SEALED BID FOR Park & Playground Equipment. *See Example Below:*

ABC Company, Inc. 123 Aviles Street St. Augustine, FL 32084	St. Johns County Purchasing Department 2446 Dobbs Road St. Augustine, FL 32086 BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT
---	---

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern. Any interlineations, alteration or erasure must be initialed by the signer of the Bid. Failure to do so may cause the Bidder’s proposal to be considered non-responsive. Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive.

Each copy of the Bid Proposal shall include the company name, address, telephone number and legal name of Bidder and a statement whether Bidder is sole proprietor, a partnership, a corporation or any other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporation seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent’s authority to bind the Bidder.

SUBMISSION OF BIDS

All copies of the Bid, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed as required in the "Instruction to Bidders", and shall be identified with the Bid Number, Project Name, the Bidder's Name, and return address, and portion of the project or category of work for which the Bid is submitted. The envelope containing the above Bid Documents shall be enclosed in an outer envelope and identified in the same manner as shown above.

Bidder shall assume full responsibility for timely delivery at location designated for receipts of Bids. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement/Notice to Bidders, or any time extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned to the sender unopened.

Oral, telephonic, telegraphic or electronic Bids are invalid and will not receive consideration.

MODIFICATION OR WITHDRAWAL OF BID

A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting his Bid. Prior to time and date designated for receipt of Bids, a Bid submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

CONSIDERATION OF BIDS

Opening of Bids: Unless stated otherwise in an Addendum to the Advertisement/Notice to Bidders, the properly identified Bids received on time will be opened publicly as specified in the Advertisement and a tabulation of the bid amounts of the Base Bids and major Alternates, if any, will be made available to Bidders. The Bid Tabulation will be posted on the Purchasing Department bulletin board for 72 hours.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

Rejection of Bids: The Owner reserves the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required Bid Security or data required by the Bidding Documents or a Bid in any way incomplete or irregular.

Acceptance of Bid (Award): The Owner shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received.

The Owner shall have the right to accept alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and/or the Alternates accepted if alternate bids are requested in the Official County Bid Form.

It is the intent of the Owner to award a contract to the five (5) lowest responsible Bidders provided the Bids have been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, and do not exceed the funds budgeted for the Project.

If the Contract(s) are awarded, they will be awarded within sixty (60) days from the date of the Bid opening, or as designated in the Bid Documents.

LICENSES/PERMITS/CERTIFICATIONS

Bidders must be fully licensed to do business in the State of Florida and purchase and obtain a Local Business Tax Receipt for St. Johns County (formerly known as an Occupational License). Bidders must submit on Attachment "C" – License/Certification List, a list of any and all licenses and certifications held by the Bidder's firm, and attach copies of the listed licenses and certifications thereto.

Bidders must provide proof of a written factory certification that he is certified and/or authorized to sell, distribute and/or install playground equipment as required by the manufacturer and submitted with his Bid Proposal.

GOVERNING LAWS

Bidders must be familiar and comply with any and all federal, state and local codes, laws, rules, regulations, and requirements regarding the sale and installation of playground equipment. This includes, but is not limited to ADA, American Playground Safety Regulations, and A.S.T.M. Standards.

LIST OF SUBCONTRACTORS

Each Bidder shall submit a list of Subcontractors and major materials suppliers to be used if awarded the contract. A copy of the form, Attachment "B", is provided in the Bidding Documents. If no Subcontractors or major material suppliers are required, so state there on.

Upon request by the Owner, the successful Bidder shall within seven (7) days thereafter, submit all data required to establish to the satisfaction of the Owner, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades.

Prior to the award of the Contract, the Owner will notify the Bidder in writing if the Owner, after due investigation, has reasonable and substantial objection to any person or organization proposed as a Subcontractor. The Bidder then may, at his option, withdraw his Bid without forfeiture of Bid Security or submit an acceptable substitute at no increase in Bid price. If the Bidder fails to submit an acceptable substitute within seven (7) days of the original notification, the Owner then may, at his option, disqualify the Bidder, at no cost to the Owner.

The Owner reserves the right to disqualify any Contractor, Subcontractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Subcontractors and other persons and organizations proposed by the Bidder and accepted by the Owner, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the Owner.

INSURANCE

Liability Insurance, Workmen's Compensation, and Vehicle Coverage will be required to be retained in force during the Contract Period. An original insurance certificate, naming the St. Johns County Board of County Commissioners as additionally insured will be provided by the Contractor, prior to issuing "Notice to Proceed."

Insurance Requirements - Standard Contract for Service

Insurance Requirements

- a) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.

- b) Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
 - i. Premises/operations
 - ii. Products/complete operations
 - iii. Contractual liability
 - iv. Independent contractors
- c) Business auto liability – coverage shall provide minimum limits of liability of \$100,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. This shall include coverage for:
 - i. Owned autos
 - ii. Hired autos
 - iii. Non-owned autos

Special Requirements

- a) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
 - i. **St. Johns County will be named as additional insured on both the commercial general liability and business auto liability policies.**
 - ii. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- b) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- c) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

TAXES

Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Bidder's proposal.

END OF SECTION

**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

BID NO.: 10-78

**OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA**

PROJECT: Purchase of Playground Equipment

TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

DATE SUBMITTED:

BID PROPOSAL OF

Company Name	Address	Telephone No.
--------------	---------	---------------

Gentlemen: Having become familiar with conditions of the project, and having carefully examined the Bidding requirements, including the Advertisement/Notice to Bidders, Bid Documents, and Specifications entitled for Bid No: 10-78; Purchase of Playground Equipment, in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

BASE BID:

FOR: Purchase of Playground Equipment

VENDOR/MANUFACTURER CATALOG:

FIXED PERCENTAGE (%) DISCOUNT: _____

DAYS FOR DELIVERY (ARO): _____

SHIPPING CHARGES

UNIT PRICE PER 100LBS: _____

INSTALLATION PRICES

A. FIXED PERCENTAGE (%) OF COST OF EQUIPMENT ORDERED: _____
(Cost of Equipment is after Discount)

B. FIXED PERCENTAGE (%) OF WEIGHT OF EQUIPMENT SHIPPED: _____

C. PROPOSE PRICE AT TIME OF ORDER OF EQUIPMENT: _____ YES _____ NO

For Installation Prices, options A, B, and C are to be submitted by each Bidder. St. Johns County reserves the right to utilize which ever installation price is lowest, and best serves the interest of the County.

During the preparation of the Bid, the following addenda, if any, were received:

No.: _____ Date Received:

No.: _____ Date Received:

No.: _____ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, and equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by Architect, within the same time limit specified in the Contract Documents for the following total sum price as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within sixty (60) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

Undersigned further agrees that from the compensation otherwise to be paid, the Owner may retain the liquidated damages as provided in the Contract, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain each day by the failure of the Undersigned to complete the work in the time stipulated, and this sum is not to be construed as penalty.

CORPORATE/COMPANY

Company Name: _____ (Seal)

By: _____ (Name typed or printed)

By: _____ (Name typed or printed)

Address: _____

Telephone No.: (____) _____ Fax No.: (____) _____

Email Address: _____

Florida State Registration Number:

Federal I.D. Tax Number:

INDIVIDUAL

Name: _____ (Signature) (Name typed or printed) (Title)

Address: _____

Telephone No.: (____) _____ Fax No.: (____) _____

Email Address: _____

St. Johns County Registration Number:

Federal I.D. Tax Number:

- Bid Proposal Attachments:
- “A” - Affidavit
 - “B” - List of Proposed Subcontractors
 - “C” - License/Certification List
 - “D” - References
- Fully Acknowledged Addenda Applicable to this bid

Attachments “A”, “B”, “C”, “D” must be completed and attached to Bidder’s bid proposal along with a fully acknowledged copy of each Addendum applicable to this Bid.

Bid No.: 11-60

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

TO: ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS, ST. JOHNS COUNTY, ST. AUGUSTINE, FLORIDA.

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared _____ who being duly sworn, deposes and says he is _____ (Title) of the firm of _____ Bidder submitting the attached proposal for the services covered by the bid documents for Bid # 11-60, for Park & Playground Equipment, in St. Johns County, Florida.

The affiant further states that no more that one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

(Bidder)

By: _____

(Title)

Sworn and subscribed to me this _____ day
of _____, 20____.

Notary Public:

Signature

Printed

My commission Expires: _____

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.

ATTACHMENT "D"
LIST OF REFERENCES

Each Bidder shall submit five (5) separate references of previous or current customers with complete contact information in the space provided below. References shall be from state or local government agencies. St. Johns County reserves the right to request further information at any time.

Agency: _____
Representative Name & Title: _____
Phone # _____ Email Address: _____
Years of Service: _____ Total Amount of Contract: _____

Agency: _____
Representative Name & Title: _____
Phone # _____ Email Address: _____
Years of Service: _____ Total Amount of Contract: _____

Agency: _____
Representative Name & Title: _____
Phone # _____ Email Address: _____
Years of Service: _____ Total Amount of Contract: _____

Agency: _____
Representative Name & Title: _____
Phone # _____ Email Address: _____
Years of Service: _____ Total Amount of Contract: _____

Agency: _____
Representative Name & Title: _____
Phone # _____ Email Address: _____
Years of Service: _____ Total Amount of Contract: _____

SPECIFICATIONS

Minimum Specifications & Conditions
St. Johns County, FL

Project: Park & Playground Equipment

The Contractor shall be responsible for providing playground/park equipment as ordered by St. Johns County. Delivery, off-loading, and installation services shall also be provided as ordered by St. Johns County.

CATALOG

In order to best serve and meet St. Johns County parks and playground equipment needs and requirements each Bidder shall submit with his Bid, two (2) catalogs complete with item descriptions, dimensions, color selections, pricing, and freight charges where applicable. The Contractor shall be responsible for providing updated catalogs if and when any changes are made to the items that are available, color selections, pricing or freight charges.

PROMOTIONAL PRICING

If, during the term of the Contract Agreement, any items available from the Contractor are offered at a "promotional" price from either the Contractor or the manufacturer, the Contractor shall extend the "promotional" price to St. Johns County if it is lower than the price of an item after discount. It shall be the responsibility of the Contractor to monitor and report any and all promotions that may affect the Contract price to St. Johns County.

DELIVERY & INSTALLATION

The Contractor shall be responsible for providing delivery services of any and all orders of materials/equipment placed by St. Johns County. Deliveries will be made according to the order submitted by St. Johns County. Vendors shall submit on the Official County Bid Form a number of days after receipt of order (ARO) that delivery will be made.

All pricing for deliveries shall be FOB (Free on Board) destination for the locations within St. Johns County stipulated at the time of order. The Contractor shall pre-pay freight charges and invoice St. Johns County for the amount of the charges. A minimum of seventy two (72) hours advance notification of delivery is required of all freight carriers. The Contractor shall be responsible for any and all materials received and signed for from the date of order to the completion of installation.

The Contractor shall be responsible for providing installation services, if it is required by St. Johns County. At times, St. Johns County may place an order for materials and/or equipment, and have installation provided by a third party. Each Bidder shall submit on the Official County Bid Form what the cost of installation shall be if the County should choose one of the following: a fixed percentage of cost (after discount) of materials and/or equipment ordered, a fixed percentage of weight shipped of materials and/or equipment ordered, or a requested installation price at the time St. Johns County places the order for materials and/or equipment.

The Contractor shall be responsible for all labor, materials, equipment, supervision, off-loading, and placement for installation of all playground and park equipment materials ordered unless otherwise specified by St. Johns County. St. Johns County may elect, at any time, to purchase only materials, and have installation performed by others. These items will be shipped to the designated location and off-loaded by the Contractor, or Contractor representative or subcontractor.

The Contractor shall be responsible for the collection and removal of any and all debris resulting from the delivery and installation of equipment. The project location shall be cleaned of all debris and restored to a satisfactory condition by the Contractor upon completion of installation and prior to leaving the site.

EQUIPMENT

All playground and park equipment/materials ordered by St. Johns County and provided by the Contractor(s) shall meet A.D.A., American Playground Safety Regulations, A.S.T.M. Standards, and any and all other playground equipment safety

requirements, certifications, codes, laws, and regulations required by the State of Florida.

WARRANTY

The Contractor and/or installer (if separate) shall guarantee entire installed systems and units to be free of defects in workmanship and materials for a period of not less than one (1) year from the date of completed installation acceptance. The Manufacturer and/or installer shall repair or replace any defected and poor installation at no cost to St. Johns County during the warranty period and shall transfer any manufacturer's guarantee for supplier/installer furnished materials extending beyond this contract period to St. Johns County.

SUPERVISION

Each project where equipment is ordered from the Contractor shall have a supervisor on site at all times. The supervisor shall be thoroughly knowledgeable of the materials, job requirements, plans, specifications and installation functions. The Contractor shall also be responsible for the accuracy of all fixed measurements.

SAFETY

The Contractor shall be responsible for insuring that all products ordered, shipped, and installed conform to, meet, and/or exceed any and all required federal, state, city, county and local safety guidelines.

The Contractor and/or installer shall be responsible for damages to property and personnel due to neglect of safety.

PAYMENT

Purchase Orders shall only be issued for the vendor/manufacturer that submitted a Bid Proposal and subsequently awarded a Contract Agreement with St. Johns County. No split order payment for separate vendor and installer (two-party check invoice) shall be issued by St. Johns County. It shall be the responsibility of the Contractor to pay any and all subcontractors including installers, and delivery subcontractors.



St. Johns County Board of County Commissioners

Purchasing Division

April 5, 2011

ADDENDUM #2

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No: 11-60; Park & Playground Equipment

This Addendum #2 is hereby issued to further bidders' information and is hereby incorporated into the Bid Documents. Each bidder will ascertain before submitting a bid that he/she has received all Addenda. Please return a signed copy of this Addendum with Sealed Bid Proposal (1 original + 2 copies). The signature page of EACH acknowledged addendum must accompany each copy of the firm's submitted bid proposal.

The due date of Wednesday, April 6, 2011 @ 2:00 p.m. has been extended two weeks until Wednesday, April 20, 2011 @ 2:00 p.m.

THE BID DUE DATE HAS CHANGED TO: Wednesday, April 20, 2011 at 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Jaime L. Toney
Contract Coordinator
Purchasing Department

Printed Name and Title

Company Name (Print)

END OF ADDENDUM #2



St. Johns County Board of County Commissioners

Purchasing Division

March 21, 2011

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No: 11-60; Park & Playground Equipment

This Addendum #1 is hereby issued to further bidders' information and is hereby incorporated into the Bid Documents. Each bidder will ascertain before submitting a bid that he/she has received all Addenda. Please return a signed copy of this Addendum with Sealed Bid Proposal (1 original + 2 copies). The signature page of EACH acknowledged addendum must accompany each copy of the firm's submitted bid proposal.

Questions/Answer:

- 1. Do bidders have to hold a State of Florida Contractor's License? If not, other than a St. Johns County Local Business Tax Receipt, is any other license required?**
Answer: Vendors must only possess and show proof of a Florida Business License and a Local Business Tax Receipt for St. Johns County.
- 2. Are site furnishings included under this park & playground equipment bid request?**
Answer: This Bid includes any furnishings that would go in a park or playground including, but not limited to: benches, trash receptacles, tables, bike racks, car stops, etc.
- 3. If a vendor represents several manufacturers of Park & Playground Equipment, does he submit a bid proposal form (pg. 11) for each manufacturer with the respective catalog?**
Answer: See question 16 below. If a vendor represents multiple manufacturers, or playground vendors, they can be listed on separate Bid Forms.
- 4. Shipping Charges: The shipping rate depends on the amount of total weight shipped, as the more weight, the less cost per pound. In addition, freight charges change every month depending on fuel cost. Please advise if we should bid on a table by weight or would you consider adding freight charges during time of purchase at cost?**
Answer: Vendors shall fill out the Bid Form pricing information as requested on page 11 – Official County Bid Form. Any supplemental information regarding pricing (i.e. shipping charges) may be submitted on a separate sheet of paper and labeled as such.
- 5. On Installation Prices, Item B: Fixed percentage of weight of equipment shipped, please clarify. Are you expecting a price of installation per pound of weight shipped (\$/LB)?**
Answer: No, the price of installation should be based on standard installation as if the project site was prepped and ready for the equipment to be installed. Example: A large playground is going to cost more than the installation of a park bench. The large playground will cost more to be shipped than a park bench based on volume and weight.

6. Will sales tax be added to equipment purchased if installation is also included? And such addition will be at the time of purchase to the discounted price?

Answer: Vendors must factor the requirement for them to pay Federal Excise and Florida Sales Taxes into their pricing. As a tax exempt government agency, St. Johns County is exempt from being charged taxes on items or services purchased.

7. Please advise the length of time that this contract will be in effect and if it will be considered to be automatically extended?

Answer: This Contract shall be in effect for an initial one (1) year term with three (3) optional extensions available to be exercised by the County. Please see Additions/Clarifications below.

8. Please advise who will be doing the Site Work and the Safety Surfacing Installation?

Answer: The installer.

9. On the Bid Proposal Form under the Shipping Charges section, it asks for unit price per 100lbs. Freight for playground equipment is calculated not only based on weight by also on volume. Freight is also calculated based on the total load. For example, freight for a large order may be less per 100lbs than freight for a smaller order. Freight quotes are requested from the proposer at time of order of equipment, would this be acceptable?

Answer: Yes

10. On the Bid Proposal Form under the Installation Prices part B it asks for installation as a fixed % of weight of the equipment. Would it be acceptable for us to provide installation pricing for Part A and Part C, but not Part B?

Answer: No, we want to see the price based on the criteria. This is an estimate based on the % of weight of the load. To me this must be included. I understand that shipping charges per weight and fuel will change but would still like to see this included.

11. On page 5 of the Bid Documents, under Bidder's Representation Section and the Interpretation or Correction of Bidding Documents Section, it mentions that the site has been visited. Is this bid location specific? If so, where is the playground equipment to be installed? Or is this bid to apply to multiple sites as yet to be identified?

Answer: No, this Bid is not location specific and the site(s) requiring playground equipment are, at this time, unidentified.

12. Will the site of potential playground area(s) be ready for playground installation? In other words, will necessary site work have already been performed? Or are you also looking for pricing for site clearing as part of this bid?

Answer: That will vary from job to job. Some orders will be a direct purchase and others will be purchase plus installation in which the installer will be responsible for all site work.

13. Are permits required for playground installations in St. Johns County? If so, who is responsible for acquiring a permit?

Answer: The Contractor responsible for installation shall also be responsible for acquiring any and all necessary permits prior to performing the installation.

14. Would you accept a Duval County Business Tax Receipt in lieu of a St. Johns County Tax Receipt?

Answer: If the vendor is a State Certified Contractor, and they have a Local Business Tax Receipt (formerly known as the Occupational License) for their home county, per FL Statute Chapter 205 they are not required to obtain a Local Business Tax Receipt for each county they work in. If this is not a State certified contractor, then yes they will be required to obtain the Local Business Tax for our county.

15. Bid Proposal docs, page 11, references Bid #10-78, are you sending corrected form?

Answer: Please see the Revised Official County Bid Form attached hereto.

16. Representing several Playground Vendors, can we list additional vendors on a separate sheet with the same format?

Answer: Yes

17. On page 13, there are two sections, (1) Corporations/Company and (2) Individual. Do both have to be completed? If not, and only the corporation section is being completed, does the company need a St. Johns County Registration Number because that is only in the individual section?

Answer: The section that pertains to the vendor submitting the bid is the one that needs to be completed. If the vendor is a Corporation or Company, that section should be filled out, and the Individual section should be filled out if that is how the bid is being submitted.

18. On page 19, it says St. Johns County may purchase only materials and have it installed by other but the contractor (which is us) will off-load. That is not a normal practice for us. Is this something we could write in an exception?

Answer: No, each vendor must also have an installer that is familiar with installation of your equipment. As previously stated, jobs will vary from a direct purchase of material or purchase plus installation.

Additions/Clarifications: The following paragraphs shall be added to the requirements in the Bid Documents

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Form to be Used: Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on the St. Johns County Standard Master Continuing Contract Agreement for Contractors.

CONTRACT TERM & EXTENSIONS

The Contract Agreement shall have an initial term of one (1) calendar year, providing satisfactory performance is maintained. The Contract Agreement shall become effective on the date of acceptance by the County. The Contract may be extended in one (1) year renewal periods for a maximum of three (3) one year extensions. These extensions are contingent upon satisfactory performance of the Contractor(s), availability of funds, and approval by the SJC Recreation & Parks Director and SJC Purchasing Director. These extensions are optional, and as such, the County is under no obligation to exercise any extension if it does not serve the best interests of the County to do so.

TERMINATION

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification of any and all items of non-compliance. The Contractor shall then have fourteen (14) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action has not been taken within the fourteen (14) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving thirty (30) consecutive calendar days written notice to the Contractor.

In addition to the above, the County may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Contractor of intention to do so.

PRICING

The pricing under this Bid shall remain firm for the entire first term of this Contract Agreement. No pricing increases will be permitted during the first year. Price increases shall only be considered at the time Contract Extensions are issued. The Contractor shall submit any requests for increases in pricing no later than thirty (30) days prior to the effective date of the Contract Extension. Requested price increases must be justified by the Contractor by providing proof of a cost increase to the Contractor in such major areas as cost of supplies, material, fuel, or changes in governmental regulations. The cost of an increase must not be offset by a corresponding decrease in another area. Negotiated increases shall not exceed prior twelve (12) months CPI and are approved by the SJC Purchasing Director and SJC Utility Administrative Manager.

Should the requested price increase be considered excessive or determined not to be competitive for the services, the County reserves the right to deny the requested price increase, or terminate the Contract Agreement. All prices shall remain firm for the period of each Contract Extension term.

INSURANCE

Liability Insurance, Workmen's Compensation, and Vehicle Coverage will be required to be retained in force during the Contract Period (See Article XIII in Standard Fixed Price Agreement Between Owner & Contractor). An original insurance certificate, naming the St. Johns County Board of County Commissioners as additionally insured will be provided by the Contractor, prior to issuing "Notice to Proceed."

Insurance Requirements - Minor Contract for Service - The contract price will not exceed \$25,000 and there are no unusual hazards present.

Insurance Requirements

- 1) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- 2) Commercial general liability – coverage shall provide minimum limits of liability of \$500,000 per occurrence, \$1,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
 - a. Premises/operations
 - b. Products/complete operations
 - c. Contractual liability
 - d. Independent contractors
- 3) Business auto liability – coverage shall provide minimum limits of liability of \$100,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. This shall include coverage for:
 - a. Owned autos
 - b. Hired autos
 - c. Non-owned autos

Special Requirements

- 1) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
 - a. **St. Johns County will be named as additional insured on both the commercial general liability and business auto liability policies.**
 - b. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- 2) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- 3) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

Insurance Requirements - Standard Contract for Service - The contract price will not exceed \$500,000 and there are no unusual hazards present.

Insurance Requirements

- a) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- b) Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
 - i. Premises/operations
 - ii. Products/complete operations
 - iii. Contractual liability
 - iv. Independent contractors
- c) Business auto liability – coverage shall provide minimum limits of liability of \$100,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. This shall include coverage for:
 - i. Owned autos

- ii. Hired autos
- iii. Non-owed autos

Special Requirements

- 1) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
 - a. **St. Johns County will be named as additional insured on both the commercial general liability and business auto liability policies.**
 - b. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- 2) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- 3) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

In the event of unusual circumstances, the County Administrator of his designee may adjust these insurance requirements.

Insurance Requirements - Major Contract for Service - The contract price exceeds \$500,000 or unusual hazards exist.
Insurance Requirements

- 1) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- 2) Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
 - a. Premises/operations
 - b. Products/complete operations
 - c. Contractual liability
 - d. Independent contractors
- 3) Business auto liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage. This shall include coverage for:
 - a. Owned autos
 - b. Hired autos
 - c. Non-owed autos
- 4) Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

Special Requirements

- 1) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
 - a. **St. Johns County will be named as additional insured on the commercial general liability, business auto liability and umbrella or excess liability policies.**
 - b. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- 2) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- 3) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

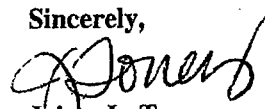
In the event of unusual circumstances, the County Administrator of his designee may adjust these insurance requirements.

Attachments: Bid No: 11-60 – Revised Official County Bid Form
Standard Master Continuing Contract for Contractors (SAMPLE – For Reference Only)

THE BID DUE DATE REMAINS: Wednesday, April 6, 2011 at 2:00 P.M.

Acknowledgment

Sincerely,



Jaime L. Toney
Contract Coordinator

Purchasing Department

Signature and Date

Printed Name and Title

Company Name (Print)

END OF ADDENDUM #1

BID NO.: 11-60

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: Purchase of Playground Equipment

TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

DATE SUBMITTED:

BID PROPOSAL OF

Company Name	Address	Telephone No.
--------------	---------	---------------

Bidders: Having become familiar with conditions of the project, and having carefully examined the Bidding requirements, including the Advertisement/Notice to Bidders, Bid Documents, and Specifications entitled for Bid No: 11-60; Park & Playground Equipment, in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

BASE BID:

FOR: Park & Playground Equipment

VENDOR/MANUFACTURER CATALOG:

FIXED PERCENTAGE (%) DISCOUNT: _____

DAYS FOR DELIVERY (ARO): _____

SHIPPING CHARGES

UNIT PRICE PER 100LBS: _____

INSTALLATION PRICES

A. FIXED PERCENTAGE (%) OF COST OF EQUIPMENT ORDERED: _____
(Cost of Equipment is after Discount)

B. FIXED PERCENTAGE (%) OF WEIGHT OF EQUIPMENT SHIPPED: _____

C. PROPOSE PRICE AT TIME OF ORDER OF EQUIPMENT: _____ YES _____ NO

For Installation Prices, options A, B, and C are to be submitted by each Bidder. St. Johns County reserves the right to utilize which ever installation price is lowest, and best serves the interest of the County.



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

2446 Dobbs Road
St. Augustine, Florida 32086

I N T E R O F F I C E M E M O R A N D U M

TO: Wil Smith, Assistant Director of Recreation & Parks
FROM: Jaime Toney, Contract Coordinator *J. Toney*
SUBJECT: Transmittal of Bids Received for Bid No. 11-60; Park & Playground Equipment
DATE: April 20, 2011

Attached are copies of the bid proposals received for the above mentioned along with a copy of the Bid Tabulation Sheet.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return at your earliest convenience. We will prepare the agenda item and contract.

Please let me know if I can assist your department in any other way.

Dept. Approval *Wil C. Smith*

Date *5/20/11*

Budget Amount *as needed at time of project*

Account Funding Title *as needed at time project*

Funding Charge Code *as needed at time of project*

Award to *please see attached list*

Award Amount *as needed at time of project*

RECEIVED ST. JOHNS
COUNTY PURCHASING
2011 MAY 24 A 9:17

Jaime Toney

From: Wil Smith
Sent: Friday, May 20, 2011 10:10 AM
To: Jaime Toney
Cc: Troy Blevins; Alan Rix
Subject: Playground Bid

Jaime,

Troy Blevins, Alan Rix and I have reviewed the bids for the Bid No. 11-60; Park and Playground Equipment and have made the following selection of vendors:

Advanced Recreational

Bliss Products

Domenica Recreation Products

Playmore West

Rep Services

Seating Constructors

Shade Systems

Site Creations

Southern Recreation

Swartz and Associates

I will send over the approval sheet once I know how we need to fill it out since we have selected several vendors for this bid. Additionally, since funding sources will vary based on the project numbers, at this time we will put that there is no money allocated for these projects. Thank you for your time and assistance.

Thank you,

Wil Smith

5/24/2011

BIDDERS

	VENDOR/ MANUFACTURER CATALOG FIXED PERCENTAGE (%) DISCOUNT	VENDOR/ MANUFACTURER CATALOG DAYS FOR DELIVERY (AEO)	SHIPPING CHARGES UNIT PRICE PER 100 LBS.	INSTALLATION CHARGES A-FIXED PERCENTAGE OF COST	INSTALLATION CHARGES B - FIXED PERCENTAGE OF WEIGHT	INSTALLATION CHARGES C - PROPOSE PRICE AT TIME OF ORDER	ADDENDUM #1 & ADDENDUM #2
PLAYMORE WEST - CONTINUED							
THOMAS STEELE	5%	45 DAYS	PER PROJECT	30%	600%	YES	
WEBCOAT	5%	45 DAYS	PER PROJECT	30%	600%	YES	
BENITO	5%	45 DAYS	PER PROJECT	30%	600%	YES	
CHILDFORMS	5%	45 DAYS	PER PROJECT	30%	600%	YES	
GARBD	5%	45 DAYS	PER PROJECT	30%	600%	YES	
KAYPARK	5%	45 DAYS	PER PROJECT	30%	600%	YES	
RAMPARTS	5%	45 DAYS	PER PROJECT	30%	600%	YES	
CHILD SAFE	5%	30 DAYS	INCLUDED	INCLUDED	INCLUDED	YES	
CLASSIC RECREATION	5%	45 DAYS	PER PROJECT	60%	NO BID	YES	
FORESTRY RESOURCES	5%	30%	PER PROJECT	75%	NO BID	YES	
IRVINE	5%	30%	PER PROJECT	75%	NO BID	YES	
ZEAGER	5%	30%	PER PROJECT	75%	NO BID	YES	
MOST DEPENDABEL FOUNTAINS	5%	45 DAYS	PER PROJECT	30%	NO BID	YES	
SHADES SYSTEMS	5%	45 DAYS	PER PROJECT	75%	600%	YES	
SOFTILE	5%	45 DAYS	PER PROJECT	40%	200%	YES	
X-GRASS	5%	30 DAYS	PER PROJECT	INCLUDED	INCLUDED	YES	
FOREVER LAWN	5%	30 DAYS	INCLUDED	INCLUDED	INCLUDED	YES	
LANIER PLANS, INC. DBA KORKAT	10%	28-42 DAYS	QUOTED AT TIME OF ORDER	28%	QUOTED AT TIME OF ORDER	YES	YES
FLORIDA PLAYSTRUCTURES & WATER FEATURES, INC.							
PLAYMART	12% + 7% TAX	20-30 DAYS	\$45 PER 100 LBS.	35%	2.47%	YES	YES
WOW	15% + 7% TAX	20-30 DAYS	\$0.45	35%	2.47%	YES	
BLISS PRODUCTS & SERVICES, INC.							
AIR SHADE AMERICA	5%	30-40 DAYS	PER PROPOSAL	INCLUDED	NO BID	YES	YES
ATHLETIC CONNECTION	5%	30 DAYS	PER PROPOSAL	35%	NO BID	YES	
CHILD FORMS	5%	30 DAYS	PER PROPOSAL	35%	NO BID	YES	
CHILD WORKS	5%	30 DAYS	PER PROPOSAL	35%	NO BID	YES	
ELEPHANT PLAY	10%	30 DAYS	PER PROPOSAL	25%	NO BID	YES	
EVERLAST BOLDER CLIMBING WALLS	5%	30 DAYS	PER PROPOSAL	25%	NO BID	YES	
FIBAR	10%	30 DAYS	PER PROPOSAL	\$650.00 PER LOAD	NO BID	YES	
FORT PLASTIC BORDERS	5%	30 DAYS	PER PROPOSAL	25%	NO BID	YES	
GT GRANDSTANDS	10%	30 DAYS	PER PROPOSAL	25%	NO BID	YES	
ICON SHELTERS	10%	30-60 DAYS	PER PROPOSAL	25% - 45%	NO BID	YES	
JAY HAWK PLASTICS	10%	30-40 DAYS	PER PROPOSAL	35%	NO BID	YES	
JAYPRO SPORTS	5%	30 DAYS	PER PROPOSAL	PER PROPOSAL	NO BID	YES	

BIDDERS	VENDOR/ MANUFACTURER CATALOG FIXED PERCENTAGE (%) DISCOUNT	VENDOR/ MANUFACTURER CATALOG DAYS FOR DELIVERY (ARO)	SHIPPING CHARGES UNIT PRICE PER 100 LBS.	INSTALLATION CHARGES A-FIXED PERCENTAGE OR COST	INSTALLATION CHARGES B - FIXED PERCENTAGE OR WEIGHT	INSTALLATION CHARGES C - PROPOSE PRICE AT TIME OF ORDER	ADDENDUM #1 & ADDENDUM #2
BLISS PRODUCTS & SERVICES, INC. - CONT.							
KOMPAN	10%	30-60 DAYS	PER PROPOSAL	35%	NO BID	YES	
MURDOCK FOUNTAIN	5%	30 DAYS	PER PROPOSAL	25%	NO BID	YES	
NOVA SPORTS USA	PER PROPOSAL	30 DAYS	PER PROPOSAL	INCLUDED	NO BID	YES	
OUTBACK SHELTERS	PER PROPOSAL	30 DAYS	PER PROPOSAL	10%	NO BID	YES	
PLAY & PARK STRUCTURES	10%	30-45 DAYS	PER PROPOSAL	35%	NO BID	YES	
PLAYMORE DESIGN	5%	30 DAYS	PER PROPOSAL	25%	NO BID	YES	
PLAY SAFE SURFACING	5%	30 DAYS	PER PROPOSAL	INCLUDED	NO BID	YES	
PLAYSCAPE H20	5%	30 DAYS	PER PROPOSAL	25%	NO BID	YES	
PRO MATS	5%	30 DAYS	PER PROPOSAL	25%	NO BID	YES	
SANDLOCK SAND BOXES	5%	30 DAYS	PER PROPOSAL	25%	NO BID	YES	
SHADE SYSTEMS	5%	30 DAYS	PER PROPOSAL	PER PROPOSAL	NO BID	YES	
SPORTS PLAY	10%	30 DAYS	PER PROPOSAL	25%	NO BID	YES	
SUPERIOR SHADE	5%	30-45 DAYS	PER PROPOSAL	PER PROPOSAL	NO BID	YES	
TERRA PAD	5%	30 DAYS	PER PROPOSAL	25%	NO BID	YES	
TURF EVOLUTION	5%	30 DAYS	PER PROPOSAL	INCLUDED	NO BID	YES	
ULTRA PLAY	10%	30 DAYS	PER PROPOSAL	25%	NO BID	YES	
WOOD MULCH PRODUCTS	10%	30 DAYS	PER PROPOSAL	\$650.00 PER LOAD	NO BID	YES	YES
PLAY SPACE SERVICES							
ADVANCED RECREATIONAL							
AMERTURE	5%	45 DAYS	\$10.00	50%	300%	YES	
BALL FABRICS	5%	45 DAYS	\$200.00	40%	400%	YES	
BCI BURKE 2011	6%	45 DAYS	\$77.00	27%	200%	YES	
BERLINES SELFABRIK	10%	45 DAYS	\$50.00	20%	220%	YES	
BISON	3%	30 DAYS	\$100.00	35%	300%	YES	
CEDARFOREST	5%	45 DAYS	\$300.00	39%	300%	YES	
COVERWORX	5%	45 DAYS	\$150.00	37%	300%	YES	
EARTHSCAPES STRUCTURES	5%	45 DAYS	\$50.00	29%	128%	YES	
FREENOTES HARMONY PARKS	5%	45 DAYS	\$200.00	40%	350%	YES	
GAME & SPORTS	5%	30 DAYS	\$200.00	40%	350%	YES	
GI GRANDSTANDS	3%	45 DAYS	\$75.00	34%	350%	YES	
INNOVATIVE WOOD MULCH	2%	30 DAYS	\$10.00	30%	50%	YES	
KAY PARK	5%	45 DAYS	\$100.00	35%	300%	YES	
LITCHFIELD	10%	45 DAYS	\$35.00	35%	305%	YES	
PARK PETS & BOULDERS	2%	45 DAYS	\$185.00	35%	350%	YES	
PARIS	3%	45 DAYS	\$100.00	35%	300%	YES	
PLAYCRAFT SYSTEMS 2010	5%	60 DAYS	\$70.00	30%	200%	YES	
RAINBOW TURF PRODUCTS	5%	30 DAYS	\$10.00	PRICING IN CATALOG	75%	YES	
RAMPART SKATEPARK SYSTEMS	2%	45 DAYS	\$70.00	45%	200%	YES	

BIDDERS

PLAY SPACE SERVICES - ADVANCED RECREATIONAL - CONT.	VENDOR/ MANUFACTURER CATALOG FIXED PERCENTAGE (%) DISCOUNT	VENDOR/ MANUFACTURER CATALOG DAYS FOR DELIVERY (ARO)	SHIPPING CHARGES UNIT PRICE PER 100 LBS.	INSTALLATION CHARGES A-FIXED PERCENTAGE OF COST	INSTALLATION CHARGES B - FIXED PERCENTAGE OF WEIGHT	INSTALLATION CHARGES C - PROPOSE PRICE AT TIME OF ORDER	ADDENDUM #1 & ADDENDUM #2
ROCKWOOL/CHEATER	5%	30 DAYS	\$150.00	25%	200%	YES	
SITE DESIGN GROUP	3%	NO BID	\$100.00	35%	200%	YES	
SPORTSPRAY	3%	45 DAYS	\$100.00	31%	350%	YES	
SUN PORTS	5%	45 DAYS	\$200.00	35%	500%	YES	
SUPERIOR SHADE	5%	45 DAYS	\$35.00	45%	400%	YES	
ULTRA SITE	5%	45 DAYS	\$100.00	35%	300%	YES	
URBAN DESIGN	10%	45 DAYS	\$100.00	20%	220%	YES	
WATER SPLASH	3%	60 DAYS	\$300.00	120%	1000%	YES	
WEB COAT	5%	45 DAYS	\$100.00	35%	300%	YES	
X-GRASS	5%	45 DAYS	\$35.00	60%	300%	YES	
ZEAGER WOOD MULCH	2%	30 DAYS	\$10.00	30%	30%	YES	
SWARTZ ASSOCIATES							YES
RECREATION CREATIONS	0-15,000 = 5% ABOVE 15,000 = 12.75%	20-40 DAYS	PER PROPOSAL	32%	500%	YES	
ZEAGAR/WOOD CARPET	10%	5-25 DAYS	PER PROPOSAL	80%	500%	YES	
FORESTRY RESOURCES	15%	5-25 DAYS	PER PROPOSAL	80%	500%	YES	
RUBBER CYCLE/PLAYSAFE RUBBER MULCH	5%	10-30 DAYS	PER PROPOSAL	30%	500%	YES	
G-FLEX SURFACING SYSTEMS	5%	5-20 DAYS	PER PROPOSAL	30%	500%	YES	
SAFEGRASS	5%	20-45 DAYS	PER PROPOSAL	40%	500%	YES	
SITSCAPES	4%	25-30 DAYS	PER PROPOSAL	30%	500%	YES	
KAY PARK RECREATION	\$0-\$4,999 = 6% \$5,000 & UP = 10%	10-40 DAYS	PER PROPOSAL	30%	500%	YES	
WEBCOAT	\$0-\$3,099 = 6% \$4,000 & UP = 10%	7-21 DAYS	PER PROPOSAL	30%	500%	YES	
BLUE VALLEY INDUSTRIES	5%	14-40 DAYS	PER PROPOSAL	30%	500%	YES	
CHILDFORMS	6%	10-30 DAYS	PER PROPOSAL	30%	500%	YES	
SUPERIOR SHADE	4%	20-45 DAYS	PER PROPOSAL	100%	500%	YES	
AMERICANA BLDG. PRODUCTS	10%	30-45 DAYS	PER PROPOSAL	50%	500%	YES	
JAY PRO SPORTS	8%	7-30 DAYS	PER PROPOSAL	50%	500%	YES	
NATIONAL RECREATION SYSTEMS, INC.	\$0-\$3,999 = 5% \$4,000 & UP = 8%	14-40 DAYS	PER PROPOSAL	30%	500%	YES	
SPORTSPRAY	8%	14-40 DAYS	PER PROPOSAL	32%	500%	YES	
SITE HORIZONS							
PLAY POWER LT FARMINGTON	10%	45 DAYS	SEE SCHEDULE	30%	225%	YES	YES
VICTOR STANLEY, INC.	5%	60 DAYS	\$177.00	25%	225%	YES	YES
WABASH MANUFACTURING	5%	60 DAYS	\$115.00	25%	225%	YES	YES
HAWKINS DEVELOPMENT CO.	5%	30-45 DAYS	\$115.00	21%	17%	YES	YES

BIDDERS		VENDOR/ MANUFACTURER CATALOG DAYS FIXED PERCENTAGE (%) DISCOUNT	VENDOR/ MANUFACTURER CATALOG DAYS FOR DELIVERY (ARO)	SHIPPING CHARGES UNIT PRICE PER 100 LBS.	INSTALLATION CHARGES A-FIXED PERCENTAGE OF COST	INSTALLATION CHARGES B-FIXED PERCENTAGE OF WEIGHT	INSTALLATION CHARGES C- PROPOSE PRICE AT TIME OF ORDER	ADDENDUM #1 & ADDENDUM #2
PRIDE ENTERPRISES		0%	30 DAYS	\$12.50	NO BID	NO BID	NO BID	YES
SHADE SYSTEMS		25%	45 DAYS	NO CHARGE	120%	NO BID	YES	YES
LEADER CORPORATION								
BCI BURKE 2011		7%	40 DAYS	\$0-\$500 = \$2.00 PER LB. - \$500 & UP = \$70 LB.	37%	200%	YES	
NIRBO AQUADIC		3%	60 DAYS	\$120.00	85%	350%	YES	
DOG-GONE-IT		3%	60 DAYS	\$90.00	70%	200%	YES	
SITE & PARK AMENITIES		3%	25 DAYS	\$90.00	70%	200%	YES	
LEISURE CRAFT		3%	60 DAYS	\$75.00	70%	250%	YES	
NO EQUAL DESIGN SHADE STRUCTURES		2%	60 DAYS	\$90.00	90%	225%	YES	
ZEAGER		2%	20 DAYS	\$800.00 MINIMUM	50%	400%	YES	
X-GRASS		2%	30 DAYS	\$50.00	90%	120%	YES	
SITE CREATIONS, LLC		5%	6-8 WEEKS	\$112.00 MIN. - \$250.00	45%	NO BID	YES	NO
SOUTHERN RECREATION, INC.								
PLAYLAND		10%	40 DAYS	PER PROPOSAL	30%	200%	YES	YES
XCCENT		10%	40 DAYS	PER PROPOSAL	30%	200%	YES	
SPORTSPLAY		10%	40 DAYS	PER PROPOSAL	30%	200%	YES	
JAX PRO		10%	40 DAYS	PER PROPOSAL	30%	200%	YES	
KAY PARK		10%	40 DAYS	PER PROPOSAL	30%	200%	YES	
WEB COAT		10%	40 DAYS	PER PROPOSAL	30%	200%	YES	
ULTRA PLAY		10%	40 DAYS	PER PROPOSAL	30%	200%	YES	
SITSCAPES		10%	40 DAYS	PER PROPOSAL	30%	200%	YES	
SI STRUCTURES		DEALER COST + 18%	60 DAYS	PER PROPOSAL	\$400. PER FT. + 50%	200%	YES	
SUPERIOR SHADE		DEALER COST + 18%	40 DAYS	PER PROPOSAL	\$400. PER FT. + 25%	200%	YES	
ZEAGER WOOD		COST + 20%	10 DAYS	PER PROPOSAL	30%	200%	YES	
OTS		TIERED PER LF	40 DAYS	PER PROPOSAL	INCLUDED	INCLUDED	YES	
BYO PLAYGROUND		6%	4-6 WEEKS	PER PROPOSAL	30-40%	NO BID	YES	YES