

RESOLUTION NO. 2019 -234

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 19-49 AND TO EXECUTE AN AGREEMENT FOR PURCHASE & INSTALLATION OF PLAYGROUND EQUIPMENT AT ROYAL ROAD PARK AND AL WILKE PARK.

RECITALS

WHEREAS, the County desires to enter into a contract with Bliss Products & Services, Inc. to complete the Purchase and Installation of Playground Equipment; and

WHEREAS, The Contractor is to provide any and all labor, materials, equipment, supervision, and all other requirements necessary to purchase and install playground equipment at Royal Road Park, located at 709 Royal Road, St. Augustine, FL 32086, and Al Wilke Park, located at 6140 S. Main Street, Hastings, FL 32145, as specified in the Scope of Work, submitted by the Contractor, approved by the County in accordance with Bid No: 19-49 and as otherwise provided in the Contract Documents.

WHEREAS, through the County's formal Bid process, Bliss Products & Services, Inc. was the lowest, responsive, responsible bidder to enter into a contract with the County to perform the work referenced above; and;

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into contracts to complete the work services serves a public purpose.

WHEREAS, the contract will be in substantial conformance with the attached draft contract.

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 19-49 to Bliss Products & Services Inc. and to execute a contract for the services set forth therein.

Section 3. Upon Board approval, the County Administrator, or designee, is authorized to execute an agreement in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in Bid 19-49.

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 16th day of July, 2019.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Jeb S. Smith  
Jeb S. Smith, Vice Chairman

ATTEST: Hunter S. Conrad, Clerk  
By: Pam Halterman  
Deputy Clerk

RENDITION DATE 7/18/19





**CONTRACT AGREEMENT**  
**BID NO: 19-49; Purchase and Installation of Playground Equipment at**  
**Royal Road Park and Al Wilke Park**  
**Contract #: 19-MCS-BLI-10750**

This Contract Agreement, ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019, ("Effective Date") by and between St. Johns County, FL ("County"), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and Bliss Products & Services, Inc. ("Contractor"), authorized to do business in the State of Florida, with offices located at 6831 S. Sweetwater Road, Lithia Springs, GA 30122; Phone: (904) 219-7760; and Email: [info@blissproducts.com](mailto:info@blissproducts.com).

In consideration of the mutual promises contained herein, the County and the Contractor agree as follows:

**ARTICLE 1 – DURATION and EXTENSION**

This Agreement shall become effective upon signature by all parties on the Effective Date shown above, and shall remain in effect for a period of One Hundred Eighty (180) consecutive calendar days, and may be extended as necessary to complete the required services, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to extend this Agreement. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination that the Contractor satisfactorily performed the Services noted in the Contract Documents.

**ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS**

The term "Contract Documents" shall include all Bid Documents and any addenda/exhibits thereto; all Specifications; this Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

**ARTICLE 3 - SERVICES**

The Contractor's responsibility under this Agreement is to provide any and all labor, materials, equipment, supervision, and all other requirements necessary to purchase and install playground equipment at Royal Road Park, located at 709 Royal Road, St. Augustine, FL 32086, and Al Wilke Park, located at 6140 S. Main Street, Hastings, FL 32145, as specified in the Scope of Work, proposed by the Contractor, approved by the County in accordance with Bid No: 19-49 and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of St. Johns County Parks and Recreation Department or other authorized County designee, who shall act as the County's representative throughout the duration of this Agreement.

**ARTICLE 4 – SCHEDULE**

The Contractor shall perform the required Services according to the schedule submitted and approved by the County. No changes to said schedule shall be made without prior written authorization from the County's representative.

**ARTICLE 5 – COMPENSATION/BILLING/INVOICES**

- A. The County shall compensate the Contractor a Base Bid Lump Sum price of **One Hundred Thirty One Thousand Thirty Seven Dollars and Two Cents and Two cents (\$131,037.02)** and Alternate #2 price of **Thirty Five Thousand Five Hundred Fifty Dollars (\$35,550.00)** for a Total Contract Price of **One Hundred Sixty Six Thousand Five Hundred Eighty Seven Dollars and Two cents (\$166,587.02)** according to the bid proposal, which shall include any and all direct and indirect costs, and reimbursable expenses. The maximum amount available as compensation to Contractor under this Agreement shall not exceed the amount stated above without the County's express written approval, and amendment to this Agreement.
- B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, Contractor's compensation is based upon Contractor's adhering to the Scope of Work, detailed in this Agreement. As such, the Contractor's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Work, and detailed in this Agreement.

- C. The Contractor shall bill the County for services satisfactorily performed, and materials satisfactorily delivered at the end of each month. The signature of the Contractor's authorized representative on the submitted invoice shall constitute the Contractor's certification to the County that:
  - 1. The Contractor has billed the County for all services rendered by it and any of its Contractors or sub-contractors through the date of the invoice;
  - 2. As of the date of the invoice, no other outstanding amounts are due from the County to the Contractor for services rendered;
  - 3. The reimbursable expenses, if any, have been reasonably incurred; and
  - 4. The amount requested is currently due and owing.
- D. Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include a detailed written report of the Work accomplished in connection with the Scope of Work, and must be submitted with a Request for Payment Form 1550, as provided by the County. The County may return a bill/invoice from the Contractor, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. The Contractor's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Contractor, or by the Contractor's sub-contractors, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.
- F. Unless otherwise notified, bills/invoices should be delivered to:
  - St. Johns County Parks and Recreation Department
  - Attn: Jayne Delaney
  - 2175 Mizell Rd.
  - St. Augustine, FL 32080
- G. **FINAL INVOICE:** In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly indicate "Final Invoice" on the Contractor's final bill/invoice to the County. Such indication establishes that all services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Agreement.

**ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE**

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

**ARTICLE 7 – PERMITS AND LICENSES**

To the extent that the Contractor needs to obtain/require, and maintain permits, certifications, and/or licenses, in order to perform the Services noted in this Contract Agreement, then the Contractor shall be responsible for securing, obtaining/acquiring, and maintaining, at the Contractor's sole expense, any, and all, permits, certifications, licenses, and/or approvals required by Federal, State, and/or County law, rule, regulation, or ordinance.

**ARTICLE 8 – ARREARS**

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, 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 Agreement.

**ARTICLE 9 – TERMINATION**

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Contractor of such termination without cause.

B. This Agreement may be terminated by the Contractor with cause upon at least fourteen (14) calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

#### **ARTICLE 10 – NOTICE OF DEFAULT/RIGHT TO CURE**

- A. Should the County fail to perform (default) under the terms of this Agreement, then the Contractor shall provide written notice to the County, which such notice shall include a timeframe of no fewer than fifteen (15) business days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than five (5) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- C. Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
1. Stop work on the date to the extent specified.
  2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
  4. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 11 – PERSONNEL**

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All Work required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

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 Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

#### **ARTICLE 12 – SUBCONTRACTING**

The County reserves the right to approve the use of any 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 the Work described in the Contract Documents. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Contractor shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

#### **ARTICLE 13 – FEDERAL AND STATE TAX**

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The

County shall provide a tax exemption certificate to the Contractor upon request. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County's Tax Exemption status in any manner.

The Contractor shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Contractor's performance under this Agreement.

#### **ARTICLE 14 – AVAILABILITY OF FUNDS**

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given County fiscal year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

#### **ARTICLE 15 - INSURANCE**

The Contractor shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084

The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

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

#### **ARTICLE 16 - INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the County, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, intentional/unintentional conduct or omission of the Contractor and other persons employed or utilized by the Contractor.

**ARTICLE 17 – 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 Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Agreement 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.

**ARTICLE 18 – NO THIRD PARTY BENEFICIARIES**

It is expressly understood by the County, and the Contractor, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

**ARTICLE 19 – 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 20 – CONFLICT OF INTEREST**

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

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 of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County 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 Agreement.

**ARTICLE 21 – 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 its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's ommissive and commissive failures; 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 its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

## **ARTICLE 22 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The Contractor shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement.

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, shall be kept confidential by the Contractor and shall 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 Agreement, 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.

The County and the Contractor shall comply with the 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 Agreement and the consummation of the transactions contemplated hereby.

## **ARTICLE 23 – INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an 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 Agreement 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 Agreement.

## **ARTICLE 24 – CONTINGENT FEES**

Pursuant to Section 287.055(6), Florida Statutes, the Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement 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 Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

## **ARTICLE 25 – 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 Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

## **ARTICLE 26 – 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 27 – ENTIRETY OF CONTRACTUAL AGREEMENT**

The County and the Contractor agree that this Agreement, signed by both parties 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 Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement 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 28 – ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, 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 29 – COMPLIANCE WITH APPLICABLE LAWS**

Both the County and the Contractor shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

**ARTICLE 30 – AUTHORITY TO PRACTICE**

The Contractor hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

**ARTICLE 31 – SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 32 - AMENDMENTS AND MODIFICATIONS**

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

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 Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, 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, or a contract change order, if the original contract is to be changed or amended the Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

**ARTICLE 33 – FLORIDA LAW & VENUE**

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

**ARTICLE 34 – ARBITRATION**

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

**ARTICLE 35 - NOTICES**

All notices required in this Agreement 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: Jaime Locklear, MPA, CPPO, CPPB, FCCM, Purchasing Manager  
500 San Sebastian View  
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

Bliss Products & Services, Inc.  
Attn: Greg Bliss, President  
6831 S. Sweetwater Rd.  
Lithia, Springs GA 30122

#### **ARTICLE 36 - HEADINGS**

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

#### **ARTICLE 37 -PUBLIC RECORDS**

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. 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.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
  - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
  - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, [publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us)**

**ARTICLE 38 – 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 St. Johns County, Florida.

**ARTICLE 39 – SURVIVAL**

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

**ARTICLE 40 – AUTHORITY TO EXECUTE**

Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party’s authorized representative shown below.

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

-----  
**ST. JOHNS COUNTY, FL:**

Jaime T. Locklear, MPA, CPPO, CPPB, FCCM  
Printed Name & Title County Representative

\_\_\_\_\_  
Signature County Representative

\_\_\_\_\_  
Date of Execution

**ATTEST:**  
**ST. JOHNS COUNTY, FL**  
**CLERK OF COURT**

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date of Execution

**LEGALLY SUFFICIENT**

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Date of Execution

**CONTRACTOR:**

Bliss Products & Services, Inc.  
Company Name

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date of Execution



## St. Johns County Board of County Commissioners

Purchasing Division

### NOTICE OF INTENT TO AWARD

May 28, 2019

**RE:** Bid No: 19-49 Purchase and Installation of Playground Equipment at Al Wilke Park and Royal Road Park

Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract to Bliss Products & Services, Inc. as the lowest responsive, responsible bidder for **Bid No: 19-49 Purchase and Installation of Playground Equipment at Al Wilke Park and Royal Road Park**. This notice will remain posted on the St. Johns County Purchasing Department bulletin board until 1:00 PM, Friday, May 31, 2019.


Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. 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 herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award a contract.

Please forward all correspondence, requests or inquiries directly to the attention, Travis Hembree, Procurement Coordinator in the Purchasing Department at [thembree@sjcfl.us](mailto:thembree@sjcfl.us).

Sincerely,

*St. Johns County  
Board of County Commissioners*

  
County Representative Signature

Date: 5/28/19

Jaime T. Locklear, MPA, CPPO, CPPB, FCCM  
Purchasing Manager  
(904) 209-0158 – Direct  
(904) 209-0159 – Fax  
[jlocklear@sjcfl.us](mailto:jlocklear@sjcfl.us)



ST. JOHNS COUNTY  
PURCHASING DEPARTMENT

500 San Sebastian View  
St. Augustine, Florida 32084

INTEROFFICE MEMORANDUM

TO: Alan Rix, Project Manager, St. Johns County Parks and Recreation  
Billy Zeits, Interim Director, St. Johns County Parks and Recreation

FROM: Travis Hembree, Procurement Coordinator

SUBJECT: Department Approval for Bid No. 19-49; Purchase and Installation of Playground  
Equipment at Royal Road Park and Al Wilke Park

DATE: April 17, 2019

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.

Department Head Approval Will

Date 5/22/19

Budget Amount \$ 170,000

Account Funding Title 0031-54628

Funding Charge Code ↳

Award to Bliss

Award Amount \$ 166,587.02

Royal Road      Al Wilke  
81,183.13      85,403.89  
  
\$ 166,587.02

**ST. JOHNS COUNTY  
BID TABULATION**

**BID TITLE** Purchase and Installation of Playground Equipment at Royal Road Park and Al Wilke Park

**OPENED BY** Travis Hembree

**TABULATED BY** Shelly Vongchanta

**VERIFIED BY** Travis Hembree

**BID NUMBER** 19-49

**OPENING DATE/TIME** April 17, 2019

<b>POSTING DATE/TIME</b>	<u>FROM</u>	<u>UNTIL</u>
	04/22/19 4:00 PM	04/25/19 4:00 PM

PAGE (S) 1 of 1

BIDDERS	ROYAL ROAD PARK TOTAL BASE BID LUMP SUM	ROYAL ROAD PARK ALTERNATIVE #1 Addition of Partial Shade Structure	ROYAL ROAD PARK ALTERNATIVE #2 Addition of Full Shade Structure	AL WILKE PARK TOTAL BASE BID LUMP SUM	AL WILKE PARK ALTERNATIVE #1 Addition of Partial Shade Structure	AL WILKE PARK ALTERNATIVE #2 Addition of Full Shade Structure	ADDENDUM #1	ADDENDUM #2
PlayCore Wisconsin DBA GameTime	\$69,765.00	\$10,160.00	No Bid	\$78,460.00	\$11,525.00	No Bid	Yes	Yes
Playmore West, Inc.	\$69,800.65	\$14,608.95	\$33,394.65	\$68,362.00	\$26,819.00	\$21,053.25	Yes	Yes
Advanced Recreational Concepts	\$79,538.03	No Bid	\$33,644.12	\$88,659.16	No Bid	\$33,644.12	Yes	No
Southern Recreation, Inc.	\$65,235.00	\$14,545.00	No Bid	\$70,565.00	\$19,145.00	No Bid	Yes	Yes
Bliss Products & Services, Inc.	\$63,383.13	\$11,838.14	\$17,800.00	\$67,653.89	\$12,342.41	\$17,750.00	Yes	Yes
Efficient Amenities	\$71,003.00	\$7,465.00	\$15,664.00	\$79,167.00	\$7,465.00	\$14,564.00	Yes	No

BID AWARD DATE - \_\_\_\_\_

BID NO: 19-49

OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA  
(Revised)

PROJECT: PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT AT ROYAL ROAD PARK AND AL WILKE PARK

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

DATE SUBMITTED: 4/17/2019

BID PROPOSAL OF

Bliss Products & Services, Inc

Full Legal Company Name

<u>6831 S. Sweetwater Road, Lithia Springs, GA 30122</u>	<u>800-248-2547 / 904-219-7760</u>	<u>N/A</u>
Mailing Address	Telephone Number	Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 19-49; Purchase and Installation of Playground Equipment at Royal Road Park and Al Wilke Park 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 to submit the following Bid Proposal summarized as follows:

**FOR: PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT AT ROYAL ROAD PARK AND AL WILKE PARK**

**ROYAL ROAD PARK TOTAL BASE BID LUMP SUM PRICE:** The Base Bid for this project shall include the purchase and installation of playground equipment and resurfacing as per plans and specifications.

\$ 63,383.13  
Total Base Bid Lump Sum Bid Price (Numerical)

Sixty three Thousand, Three Hundred Eighty Three & 13/100 Dollars  
Total Base Bid Lump Sum Bid Price (Amount written or typed in words)

**ROYAL ROAD PARK ALTERNATIVE #1:** Alternative #1 shall include the addition of a partial shade structure.

\$ 75,222.27  
Alternative #1 Lump Sum Bid Price (Numerical)

Seventy Five Thousand, Two Hundred Twenty Two & 27/100 Dollars  
Alternative #1 Lump Sum Bid Price (Amount written or typed in words)

**ROYAL ROAD PARK ALTERNATIVE #2:** Alternative #2 shall include the addition of a full shade structure.

\$ 81,183.13  
Alternative #2 Lump Sum Bid Price (Numerical)

Eighty One Thousand, One Hundred Eighty Three & 13/100 Dollars  
Alternative #2 Lump Sum Bid Price (Amount written or typed in words)

**AL WILKE PARK TOTAL BASE BID LUMP SUM PRICE:** The Base Bid for this project shall include the purchase and installation of playground equipment and resurfacing as per plans and specifications.

\$ 67,653.89  
Total Base Bid Lump Sum Bid Price (Numerical)

Sixty Seven Thousand, Six Hundred Fifty Three & 89/100 Dollars  
Total Base Bid Lump Sum Bid Price (Amount written or typed in words)

**AL WILKE PARK ALTERNATIVE #1:** Alternative #1 shall include the addition of a partial shade structure.

\$ 79,996.30  
Alternative #1 Lump Sum Bid Price (Numerical)

Seventy Nine Thousand, Nine Hundred Ninty Six & 30/100 Dollars  
Alternative #1 Lump Sum Bid Price (Amount written or typed in words)

**AL WILKE PARK ALTERNATIVE #2:** Alternative #2 shall include the addition of a full shade structure.

\$ 85,403.89  
Alternative #2 Lump Sum Bid Price (Numerical)

Eighty Five Thousand, Four Hundred Three & 89/100 Dollars  
Alternative #2 Lump Sum Bid Price (Amount written or typed in words)

Bidder shall insert the Lump Sum Bid Prices in numerals and in words. Any discrepancy between the two submitted amounts shall be determined by the amount written in words.

The proposed Lump Sum Bid Prices submitted above shall include any and all fees, surcharges, and any other additional monies associated with performing the work required by this Contract.

**Full color renderings shall be provided by the vendor for each proposed playground structure.**

Time Frame to completed project after Purchase Order is received:

- Royal Road Park 90 Days
- Al Wilke Park 90 Days

**Full color renderings shall be provided by the vendor for each proposed playground structure.**

Time Frame to completed project after Purchase Order is received:

- Royal Road Park 90 Days
- Al Wilke Park 90 Days

**BID NO: 19-49**

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

No.:   1   Date Received:   4/8/2019  

No.:   2   Date Received:   4/8/2019  

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, 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 the County, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) 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 County.

BID NO: 19-49

**CORPORATE/COMPANY**

Full Legal Company Name: Bliss Products and Services, Inc. (Seal)

By:  Gregg Bliss, President  
Signature of Authorized Representative (Name & Title typed or printed)

By: \_\_\_\_\_  
Signature of Authorized Representative (Name & Title typed or printed)

Address: 10831 S. Sweetwater Rd. Lithia Springs, GA 30122

Telephone No.: (800) 248-2547 Fax No.: (800) 920-1915

Email Address for Authorized Company Representative: info@blissproducts.com

Federal I.D. Tax Number: 59-2413031 DUNS #: 003454428  
(If applicable)

**INDIVIDUAL**

Name: \_\_\_\_\_  
(Signature) (Name typed or printed) (Title)

Address: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_

**Submittal Requirements:**

- Official County Bid Form
  - "A" – Affidavit
  - "B" – License/Certification List
  - "C" – List of Proposed Sub-Contractors
  - "D" – Conflict of Interest Disclosure Form
  - "E" – Drug-Free Workplace Form
  - "F" – Proof of Insurance
  - "G" – Claims, Liens, and Litigation History
- Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", and "G" must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

BID NO: 19-49

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 Gregg Bliss who being duly sworn, deposes and says he is President (Title) of the firm of Bliss Products and Services, Inc. Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 19-49; Purchase and Installation of Playground Equipment at Royal Road Park and Al Wilke Park, 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, nor 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.

Gregg Bliss  
(Bidder)

By: Gregg Bliss  
President  
(Title)

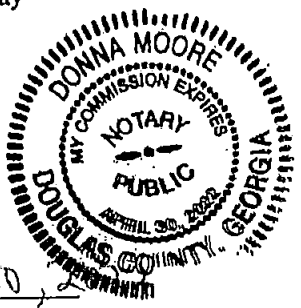
Sworn and subscribed to me this 1<sup>ST</sup> day  
of APRIL, 2019.

Notary Public: Donna Moore

Signature Donna Moore

Printed

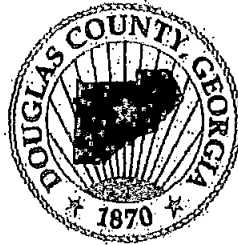
My commission Expires: APRIL 30, 2022



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



JAMES WORTHINGTON  
Development Services Director



RONALD M. ROBERTS, JR., AICP  
Planning & Zoning Manager

**DOUGLAS COUNTY BOARD OF COMMISSIONERS**

**OCCUPATIONAL TAX REGISTRATION**

8700 Hospital Drive • Douglasville, GA 30134  
Telephone (770) 920-7348 • Fax (770) 920-7482

**PROFESSIONAL LICENSE**  
**LICENSE EFFECTIVE 1/1/2019 TO 12/31/2019**

REGISTRATION # 200103  
OWNER: GREGG BLISS  
BUSINESS: BLISS PRODUCTS & SERVICES, INC.  
CONTACT: GREGG BLISS  
6831 S SWEETWATER RD  
LITHIA SPRINGS GA 30122

TOTAL CHARGED: \$479.00

BUSINESS TYPE: CORPORATION  
EXEMPT STATUS: NON EXEMPT

Tax Class 2.

\$479.00

236118 RESIDENTIAL REMODELERS  
238990 ALL OTHER SPECIALTY TRADE  
454390 OTH DIR SELL EST  
541611 SERV - BUSINESS CONSULTANT

DEVELOPMENT SERVICES DIRECTOR

AUTHORIZED INITIALS

**PENALTY IMPOSED BY LAW FOR FAILURE TO RENEW BEFORE 12/31/2019**  
**PLACE ON DISPLAY**



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**PERSYNS, ERIC BRADLEY**

BLISS PRODUCTS AND SERVICES, INC.

6831 S SWEETWATER RD

LITHIA SPRINGS GA 30122

**LICENSE NUMBER: CGC1516244**

**EXPIRATION DATE: AUGUST 31, 2020**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



BID NO: 19-49

ATTACHMENT "D"

**St. Johns County Board of County Commissioners  
Conflict of Interest Disclosure Form**

Project Number/Description: Bid No: 19-49: Purchase and Installation of Playground Equipment at Royal Road Park and Al Wilke Park

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:



I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

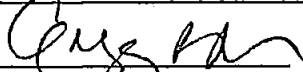


The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent:

Bliss products and services, Inc.

Authorized Representative(s) :

  
Signature

Gregg Bliss, President  
Print Name/Title

Signature

Print Name/Title

BID NO: 19-49

ATTACHMENT "E"

**DRUG-FREE WORKPLACE FORM**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

Bliss Products and Services, Inc. does:  
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

  
\_\_\_\_\_  
Signature

4/1/19  
\_\_\_\_\_  
Date

**BID NO: 19-49**

**ATTACHMENT "F"**

**CERTIFICATE OF INSURANCE**

INSERT CERTIFICATE OF INSURANCE HERE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/21/2019

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

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

<b>PRODUCER</b> HDINS, Inc dba Harry Daniel Insurance P.O. 2077 Cartersville, GA 30120		<b>CONTACT NAME:</b> Meg Stover <b>PHONE (A/C, No, Ext):</b> 770-382-8954 <b>E-MAIL ADDRESS:</b> MStover@hdins.com <b>FAX (A/C, No):</b> 770-386-4081	
www.hdins.com		AYP070759	
<b>INSURED</b> Bliss Products and Services, Inc. 6831 S. Sweetwater Rd. Lithia Springs, GA. 30122		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Cincinnati Specialty Underwriters 13037 <b>INSURER B:</b> Twin City Fire Insurance Co. 28469 <b>INSURER C:</b> Sentinel Insurance Co., Ltd 11000 <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 46675421      **REVISION NUMBER:**

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

INBR LTR	TYPE OF INSURANCE	ADDL INSR	INSUR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contract & XCU <input checked="" type="checkbox"/> \$5000 Deductible per claim GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-SUBJECT <input type="checkbox"/> LOC OTHER:			CSU0024940	1/17/2019	1/17/2020	EACH OCCURRENCE \$1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$1000000 GENERAL AGGREGATE \$3000000 PRODUCTS - COM/PROP AGG \$3000000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			20UECKN3349	7/29/2018	7/29/2019	COMBINED SINGLE LIMIT (Ea accident) \$1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$0			CSU0024939	1/17/2019	1/17/2020	EACH OCCURRENCE \$5000000 AGGREGATE \$5000000 Occur/Aggregate \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY.</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	20WECAT3242	7/29/2018	7/29/2019	<input checked="" type="checkbox"/> PER-STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1000000 E.L. DISEASE - EA EMPLOYEE \$1000000 E.L. DISEASE - POLICY LIMIT \$1000000
C	IM-Installation			20SBAZT2793	4/19/2018	4/19/2019	100000

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

Information provided by this certificate (including any addendum/attachment) is strictly limited per State of Georgia legislation (HB66).

--See Attached Remarks Schedule--

<b>CERTIFICATE HOLDER</b>		<b>CANCELLATION</b>	
Bliss Products & Services, Inc. 6831 S. Sweetwater Rd. Lithia Springs GA 30122		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE	
		H. L. Daniel <i>H L Daniel</i>	

AGENCY CUSTOMER ID: A

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY HDINS, Inc dba Harry Daniel Insurance		NAMED INSURED Bliss Products and Services, Inc. 6831 S. Sweetwater Rd. Lithia Springs GA 30122	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25      FORM TITLE: Certificate of Liability (03/16)

HOLDER: Bliss Products & Services, Inc.  
ADDRESS: 6831 S. Sweetwater Rd. Lithia Springs GA 30122

See details of Georgia legislation (House Bill 66) at: <http://www.oci.ga.gov/agents/CertificatesOfInsurance.aspx>

**GENERAL LIABILITY:** Additional insured for ongoing and completed operations, on a primary and non-contributory basis, when required by executed written contract per form, CSGA437 12/13.

**GENERAL LIABILITY:** Waiver of subrogation when required by executed written contract per form, CSGA4087 12/12.

**AUTO LIABILITY:** Additional insured, on a primary and non-contributory basis, and waiver of subrogation when required by executed written contract per form, HA9916 03/12.

**EXCESS LIABILITY:** General Liability, Auto Liability and Workers' Compensation policies are all listed on the Schedule of Underlying Insurance. Additional insured and waiver of subrogation per forms, CSCX100 02/13 and CSIA405 08/09A.

**WORKERS' COMP:** Waiver of subrogation when required by executed written contract per form, WC000313.

ATTACHMENT "G"

**CLAIMS, LIENS, LITIGATION HISTORY**

(Complete and Submit)

- 1.
2. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes \_\_\_\_\_ No  If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: ZERO Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: N/A

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration. NONE

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc. N/A

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien. NONE

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes \_\_\_\_\_ No  If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes \_\_\_\_\_ No \_\_\_\_\_ If no, please explain why? \_\_\_\_\_

N/A

7. List the status of all pending claims currently filed against your company:

N/A

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes \_\_\_\_\_ No  If yes, please explain in detail: \_\_\_\_\_



## St. Johns County Board of County Commissioners

Purchasing Division

March 20, 2019

### ADDENDUM #1

**To: Prospective Bidders**  
**From: St. Johns County Purchasing Department**

**Subject: Bid No. 19-49, Purchase and Installation of Playground Equipment at Royal Road Park and Al Wilke Park**

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Travis Hembree; 500 San Sebastian View; St. Augustine, FL 32084.**

#### Question:

1. What is the budget for each park?

**Answer: The budget is \$80,000 for Royal Road Park and \$90,000 for Al Wilke Park.**

2. What type of new equipment is to be installed?

**Answers: Refer to Specifications on pp. 26-28.**

3. Does the Bid require a mandatory or non-mandatory site visit?

**Answer: No.**

4. Can the Bid due date be extended until April 17, 2019?

**Answer: Yes, the Bid due date has been extended until April 17, 2019 at 2:00pm.**

5. Is it possible to offer similar equipment products with different names?

**Answer: Yes, the playground equipment should be equal or equivalent to items listed in the bid documents. The County understands that different companies use different names for similar items.**

6. Is there a specific manufacture and item specs? **No, the County does not have a specific manufacturer or item specifications.**

8. Are Drawings available? **No, the vendor should provide full color renderings of their structure.**

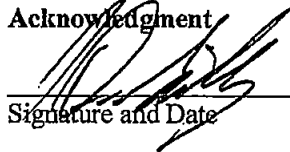
9. What is the swing set height? **The swing set height must meet U.S. Consumer Product Safety Commission (CPSC) standards.**

10. What size uprights 3 ½ inch or 5 inch? **5 inch**

11. What is the color scheme? **Beige or green.**

**THE BID DUE DATE HAS BEEN CHANGED TO April 17, 2019 AT 2:00 P.M.**

**Acknowledgment**

  
\_\_\_\_\_  
Signature and Date

DeWitt Gibbs, Rep

\_\_\_\_\_  
Printed Name/Title

Bliss Products & Services, Inc

\_\_\_\_\_  
Company Name (Print)

Sincerely,

Travis Hembree  
Procurement Coordinator

**END OF ADDENDUM NO. 1**



## St. Johns County Board of County Commissioners

Purchasing Division

April 2, 2019

### ADDENDUM #2

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department

**Subject:** Bid No. 19-49, Purchase and Installation of Playground Equipment at Royal Road Park and Al Wilke Park

This Addendum #2 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Travis Hembree; 500 San Sebastian View; St. Augustine, FL 32084.**

#### Change:

1. The Official County Bid Form has been revised to remove Alternate #3 - the addition of an annual service plan if available.

Revised BID FORM: Please see attached.

#### Questions:

1. What are the requirements for drainage? Can you specify if requirement is more detailed?

**Answer:** Requirements for drainage would be the criteria suggested by the CPSC. It reads as follows: **Immediately over the hard surface there should be a three (3) to six (6) inch base layer of loose fill (e.g., gravel for drainage).**

2. Per the alternative option #3 (request for a service agreement) what services are you requiring?

**Answer:** **There is no required service agreement for the vendor to maintain the play structure. Alternate option #3 has been removed from the Bid Form. Please see attached.**

3. Do the swings also require five inch (5") posts?

**Answer:** Yes.

4. What age group are you requiring for both playgrounds? Ages 2-5 or Ages 5-12?

**Answer:** **Five to twelve (5-12) year old with a few play elements for two to five (2-5) year olds.**

5. It looks as though there is sand at Royal Road Park. The specs states that the mulch must be removed. Does the sand need to be removed since there is no mulch?

**Answer:** **The white sand must be completely removed. It may be spread in the big field behind the Community building and next to the tennis courts.**

6. Can we grade the sand and use the fabric over it with the mulch installed on top. This would act like a sub base?

**Answer: No.**

7. Can we extend or reduce the size of the existing footprint of the borders?

**Answer: You may extend the foot print as long as all CPSC guidelines are followed and the structure is compliant.**

8. Will the new equipment be installed where the existing equipment is currently at Royal Road Park and Al Wilke Park?

**Answer: Yes.**

9. The available space described below for each location is not the same as the existing designated area; do the dimensions describe how large the area can be expanded?

Royal Rd - 57' x 17' x 57' x 61' / Al Wilke - 54' x 90'

**Answer: You may expand the foot print as long as all CPSC guidelines are followed and the structure is compliant.**

10. If a playground design is proposed that has most of the features listed but not all, will the design need to be approved as the Bid Document states "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 fourteen (14) days prior to the date for receipt of Bids?"

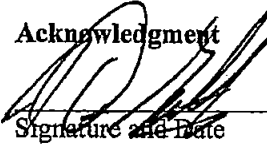
**Answer: Yes.**

11. Will permitting and/or engineered drawings be required?

**Answer: The vendor will need to check with county permitting to inquire if a permit is required. If so, that will be the vendor's responsibility to provide and any drawings that may be necessary.**

**THE BID DUE DATE REMAINS April 17, 2019 AT 2:00 P.M.**

Acknowledgment

 - 4-16-19

Signature and Date

DeWitt Gibbs, Rep

Printed Name/Title

Bliss Products & Services, Inc

Company Name (Print)

Sincerely,

Travis Hembree  
Procurement Coordinator

**END OF ADDENDUM NO. 2**



## St. Johns County Board of County Commissioners

Purchasing Division

April 2, 2019

### ADDENDUM #2

**To: Prospective Bidders**  
**From: St. Johns County Purchasing Department**

**Subject: Bid No. 19-49, Purchase and Installation of Playground Equipment at Royal Road Park and Al Wilke Park**

This Addendum #2 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Travis Hembree; 500 San Sebastian View; St. Augustine, FL 32084.**

#### Change:

1. The Official County Bid Form has been revised to remove Alternate #3 - the addition of an annual service plan if available.  
Revised BID FORM: Please see attached.

#### Questions:

1. What are the requirements for drainage? Can you specify if requirement is more detailed?  
**Answer: Requirements for drainage would be the criteria suggested by the CPSC. It reads as follows: Immediately over the hard surface there should be a three (3) to six (6) inch base layer of loose fill (e.g., gravel for drainage).**
2. Per the alternative option #3 (request for a service agreement) what services are you requiring?  
**Answer: There is no required service agreement for the vendor to maintain the play structure. Alternate option #3 has been removed from the Bid Form. Please see attached.**
3. Do the swings also require five inch (5") posts?  
**Answer: Yes.**
4. What age group are you requiring for both playgrounds? Ages 2-5 or Ages 5-12?  
**Answer: Five to twelve (5-12) year old with a few play elements for two to five (2-5) year olds.**
5. It looks as though there is sand at Royal Road Park. The specs states that the mulch must be removed. Does the sand need to be removed since there is no mulch?  
**Answer: The white sand must be completely removed. It may be spread in the big field behind the Community building and next to the tennis courts.**

6. Can we grade the sand and use the fabric over it with the mulch installed on top. This would act like a sub base?

**Answer: No.**

7. Can we extend or reduce the size of the existing footprint of the borders?

**Answer: You may extend the foot print as long as all CPSC guidelines are followed and the structure is compliant.**

8. Will the new equipment be installed where the existing equipment is currently at Royal Road Park and Al Wilke Park?

**Answer: Yes.**

9. The available space described below for each location is not the same as the existing designated area; do the dimensions describe how large the area can be expanded?

Royal Rd - 57' x 17' x 57' x 61' / Al Wilke - 54' x 90'

**Answer: You may expand the foot print as long as all CPSC guidelines are followed and the structure is compliant.**

10. If a playground design is proposed that has most of the features listed but not all, will the design need to be approved as the Bid Document states "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 fourteen (14) days prior to the date for receipt of Bids?"

**Answer: Yes.**

11. Will permitting and/or engineered drawings be required?

**Answer: The vendor will need to check with county permitting to inquire if a permit is required. If so, that will be the vendor's responsibility to provide and any drawings that may be necessary.**

**THE BID DUE DATE REMAINS April 17, 2019 AT 2:00 P.M.**

**Acknowledgment**

**Sincerely,**

\_\_\_\_\_  
Signature and Date

Travis Hembree  
Procurement Coordinator

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name (Print)

**END OF ADDENDUM NO. 2**

BID NO: 19-49

OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA  
(Revised)

PROJECT: PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT AT ROYAL ROAD PARK AND AL WILKE PARK

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

DATE SUBMITTED: \_\_\_\_\_

**BID PROPOSAL OF**

Full Legal Company Name

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 19-49; Purchase and Installation of Playground Equipment at Royal Road Park and Al Wilke Park 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 to submit the following Bid Proposal summarized as follows:

**FOR: PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT AT ROYAL ROAD PARK AND AL WILKE PARK**

**ROYAL ROAD PARK TOTAL BASE BID LUMP SUM PRICE:** The Base Bid for this project shall include the purchase and installation of playground equipment and resurfacing as per plans and specifications.

\$ \_\_\_\_\_  
Total Base Bid Lump Sum Bid Price (Numerical)

/100 Dollars

\_\_\_\_\_ Total Base Bid Lump Sum Bid Price (Amount written or typed in words)

**ROYAL ROAD PARK ALTERNATIVE #1:** Alternative #1 shall include the addition of a partial shade structure.

\$ \_\_\_\_\_  
Alternative #1 Lump Sum Bid Price (Numerical)

/100 Dollars

\_\_\_\_\_ Alternative #1 Lump Sum Bid Price (Amount written or typed in words)

**ROYAL ROAD PARK ALTERNATIVE #2:** Alternative #2 shall include the addition of a full shade structure.

\$ \_\_\_\_\_  
Alternative #2 Lump Sum Bid Price (Numerical)

\_\_\_\_\_/100 Dollars  
Alternative #2 Lump Sum Bid Price (Amount written or typed in words)

**AL WILKE PARK TOTAL BASE BID LUMP SUM PRICE:** The Base Bid for this project shall include the purchase and installation of playground equipment and resurfacing as per plans and specifications.

\$ \_\_\_\_\_  
Total Base Bid Lump Sum Bid Price (Numerical)

\_\_\_\_\_/100 Dollars  
Total Base Bid Lump Sum Bid Price (Amount written or typed in words)

**AL WILKE PARK ALTERNATIVE #1:** Alternative #1 shall include the addition of a partial shade structure.

\$ \_\_\_\_\_  
Alternative #1 Lump Sum Bid Price (Numerical)

\_\_\_\_\_/100 Dollars  
Alternative #1 Lump Sum Bid Price (Amount written or typed in words)

**AL WILKE PARK ALTERNATIVE #2:** Alternative #2 shall include the addition of a full shade structure.

\$ \_\_\_\_\_  
Alternative #2 Lump Sum Bid Price (Numerical)

\_\_\_\_\_/100 Dollars  
Alternative #2 Lump Sum Bid Price (Amount written or typed in words)

Bidder shall insert the Lump Sum Bid Prices in numerals and in words. Any discrepancy between the two submitted amounts shall be determined by the amount written in words.

The proposed Lump Sum Bid Prices submitted above shall include any and all fees, surcharges, and any other additional monies associated with performing the work required by this Contract.

**Full color renderings shall be provided by the vendor for each proposed playground structure.**

Time Frame to completed project after Purchase Order is received:

- Royal Road Park \_\_\_\_\_
- Al Wilke Park \_\_\_\_\_



## St. Johns County Board of County Commissioners

Purchasing Division

March 20, 2019

### ADDENDUM #1

**To: Prospective Bidders**  
**From: St. Johns County Purchasing Department**

**Subject: Bid No. 19-49, Purchase and Installation of Playground Equipment at Royal Road Park and Al Wilke Park**

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Travis Hembree; 500 San Sebastian View; St. Augustine, FL 32084.**

#### Question:

1. What is the budget for each park?

**Answer: The budget is \$80,000 for Royal Road Park and \$90,000 for Al Wilke Park.**

2. What type of new equipment is to be installed?

**Answers: Refer to Specifications on pp. 26-28.**

3. Does the Bid require a mandatory or non-mandatory site visit?

**Answer: No.**

4. Can the Bid due date be extended until April 17, 2019?

**Answer: Yes, the Bid due date has been extended until April 17, 2019 at 2:00pm.**

5. Is it possible to offer similar equipment products with different names?

**Answer: Yes, the playground equipment should be equal or equivalent to items listed in the bid documents. The County understands that different companies use different names for similar items.**

6. Is there a specific manufacture and item specs? **No, the County does not have a specific manufacturer or item specifications.**

8. Are Drawings available? **No, the vendor should provide full color renderings of their structure.**

9. What is the swing set height? **The swing set height must meet U.S. Consumer Product Safety Commission (CPSC) standards.**

10. What size uprights 3 ½ inch or 5 inch? **5 inch**

11. What is the color scheme? **Beige or green.**

**THE BID DUE DATE HAS BEEN CHANGED TO April 17, 2019 AT 2:00 P.M.**

**Acknowledgment**

**Sincerely,**

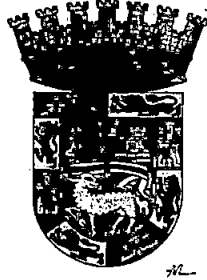
\_\_\_\_\_  
Signature and Date

Travis Hembree  
Procurement Coordinator

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name (Print)

**END OF ADDENDUM NO. 1**



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

**BID NO: 19-49**

**PURCHASE AND INSTALLATION OF PLAYGROUND  
EQUIPMENT AT ROYAL ROAD PARK AND  
AL WILKE PARK**

**BID DOCUMENTS  
PROJECT SPECIFICATIONS**

**St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084  
904.209.0150  
[www.sjcfl.us/Purchasing/index.aspx](http://www.sjcfl.us/Purchasing/index.aspx)**

**Final: 3/12/2019**

**Bid No: 19-49; Purchase and Installation of Playground Equipment at Royal Road Park and Al Wilke Park**

**TABLE OF CONTENTS**

**FRONT END BID DOCUMENTS**

Notice to Bidders

Instruction to Bidders

Official County Bid Form

Attachments:

“A” – Affidavit

“B” – Certificate as to Corporate Principal

“C” – License/Certification List

“D” – List of Proposed Sub-Contractors

“E” – Conflict of Interest Disclosure Form

“F” – Proof of Insurance

“G” – Experience of Bidder

“H” – Drug-Free Workplace Form

“I” – Claims, Liens, and Litigation History

Sealed Bid Mailing Label

**PROJECT SPECIFICATIONS**

**END OF TABLE OF CONTENTS**

**BID NO: 19-49**

**NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, April 10, 2019 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for Bid No: 19-49; Purchase and Installation of Playground Equipment at Royal Road Park and Al Wilke Park. 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 given consideration and shall be returned to the sender unopened.

**Scope of Work**

The purpose of this bid is to solicit pricing from interested and qualified vendors to purchase and install a playground structure at Royal Road Park, located at 709 Royal Rd., St. Augustine, FL 32086 and Al Wilke Park, located at 6140 S. Main St., Hastings, FL 32145. The turnkey project includes, but not limited to, provision of materials, equipment, supplies, labor, site work, freight, and installation services herein.

**Minimum Qualifications**

Prime Bidder must be fully licensed to do business in the State of Florida. Bidders must have successfully completed, as a Prime or Sub-contractor, at least three (3) projects, in the past five (5) years, of similar type, size and dollar value of the project described herein.

**Bid Documents**

Bid Documents may be obtained from Onvia DemandStar, Inc, at their website [www.demandstar.com](http://www.demandstar.com), by requesting Document #19-49. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to the Onvia DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: [www.sjcfcl.us/Purchasing/OpenBids.aspx](http://www.sjcfcl.us/Purchasing/OpenBids.aspx). Bid Documents may also be requested, *in writing*, from the St. Johns County Purchasing Designated Point of Contact, as provided below.

**Designated Point of Contact**

Any and all questions or requests for information related to this Request for Qualifications must be submitted *in writing* by or before four o'clock (4:00PM) EDST, on **Wednesday, March 27, 2019**, to the Designated Point of Contact provided below:

**Designated Point of Contact:** Travis Hembree  
**Procurement Coordinator**  
SJC Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084  
Email: [thembree@sjcfcl.us](mailto:thembree@sjcfcl.us)  
Phone: (904) 209-0156 / Fax: (904) 209-0157

If the above representative is absent, or unavailable for three (3) or more business days, interested firms may direct questions or inquiries to Leigh Daniels, Procurement Supervisor, at [ldaniels@sjcfcl.us](mailto:ldaniels@sjcfcl.us).

**Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying".**

According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

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.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by any 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, notice 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.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA  
HUNTER S. CONRAD, CLERK

BY: \_\_\_\_\_  
Deputy Clerk

# **FRONT END BID DOCUMENTS**

## **INSTRUCTION TO BIDDERS**

**OWNER:** The Board of County Commissioners of St. Johns County, Florida ("County") OR ("Owner")

**PROJECT:** Bid No: 19-49; Purchase and Installation of Playground Equipment at Royal Road Park and Al Wilke Park

## **DEFINITIONS**

All definitions set forth in the General Conditions of the Contract 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.

Bid An offer, as a price, whether for payment or acceptance. A quotation, specifically given to a prospective purchaser upon its request, usually in competition with other vendors

Bid (Formal or Sealed) A request for firm prices by Advertised Legal Notice. Prices are submitted in sealed envelopes and in conformance with a prescribed format, all of which are opened in public on an appointed hour and date as advertised.

Bid Bond A good faith monetary commitment which a bidder or surety forfeits to the County if the bidder refuses, or is unable to enter into a contract after submitting a bid, or the bidder cannot furnish the required bonds, usually five percent (5%) of the bid proposal price.

Bidder is a firm or individual who submits a Bid to the Owner for the work described in the proposed Contract Documents.

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

Contract A delivered agreement between two or more parties, legally binding and enforceable, to perform a specific act or acts or exchange goods for consideration. A purchase order becomes a contract when accepted by a vendor. A unilateral contract is one in which only one party promises performance. A bilateral contract is one in which both parties promise performance.

Contractor An individual or firm having a contract to provide goods, service or construction for a specified price

County St. Johns County, a political subdivision of the State of Florida (F.S. 217.73)

Responsible Bidder A bidder capable of performing in all respects to fulfill the contract requirements. This includes having the ability to perform, the experience, reliability, capacity, credit, facilities and equipment to meet the contractual obligation.

Responsive Bid, Responsive Proposal, or Responsive Reply A bid, proposal, or reply submitted by a responsive and responsible vendor conforming in all material respects to the solicitation.

Specifications A clear, complete and accurate statement of the physical, functional or technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements are met.

Subcontractor A party who contracts with a prime contractor to perform all or any part of the prime contractor's obligations.

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 which shall include all labor, materials, equipment and any other item/s essential to accomplish the scope of work of the Unit Price.

## **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**

Bidding documents may be obtained from [www.demandstar.com](http://www.demandstar.com) or SJC Purchasing, as stated in the 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 Owner 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 or interpretation of the Bidding Documents shall make a written request to the Owner, to reach him at least **fourteen (14) 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, or change. No change will be made to the Bidding Documents by the Owner or its 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 **fourteen (14) 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, test data, and 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 County Staff approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall **not** rely upon approval made in any other manner.

## **DESIGNATED POINT OF CONTACT**

The County's Designated Point of Contact for this Bid is Travis Hembree, Procurement Coordinator, St. Johns County Purchasing Department. Any and all questions and/or inquiries shall be directed to Travis Hembree, *in writing*, via email at [thembree@sjcfl.us](mailto:thembree@sjcfl.us) or fax to (904) 209-0157. Bidders shall not contact, lobby, or otherwise communicate with any other County Staff, including members of the Board of County Commissioners, other than the designated representative shown above.

If the Designated Point of Contact provided above is absent or unavailable for three (3) business days, bidders may contact Leigh A. Daniels, CPPB, Procurement Supervisor at [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us).

Failure to comply with this requirement shall disqualify a bidder from consideration for award, as provided in St. Johns County Purchasing Code 304.6.5 as provided below:

**Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications. 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.**

## **QUESTIONS**

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact, as provided above, no later than four o'clock (4:00PM) on **Wednesday, March 27, 2019**, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

**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 a bid, that all issued addenda have been received, and each Bidder **shall** acknowledge receipt, of all issued addenda in the space provided in the Official County Bid Form, and a fully acknowledged copy of each issued addendum must be included in the submitted bid proposal. Failure to provide fully acknowledged copies of each addendum may result in a bid proposal being deemed non-responsive.

**BID SUBMITTAL REQUIREMENTS**

Bids shall be submitted in **TRIPLICATE** (one (1) original and two (2) copies) on the required forms provided herein by or before **Wednesday, April 10, 2019 at 2:00PM EST**. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed in this Document.

Bid proposals must be placed in an envelope, sealed and placed in a second envelope or container, 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: 19-49; Purchase and Installation of Playground Equipment at Royal Road Park and Al Wilke Park”**

***See Example Below:***

ABC Company, Inc. 123 Aviles Street St. Augustine, FL 32084	St. Johns County Purchasing Department 500 San Sebastian View St. Augustine, FL 32084 <b>BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT</b>
---	--

At the end of this document, a sealed Bid mailing label is provided for convenience. Bidders shall affix the provided label to the outside of the sealed envelope/container to submit their Bid.

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.

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, and may result in the Bidder being removed from consideration for award.

Each submitted copy of the Bid Proposal shall include the full legal company name, address, telephone number and legal name of an authorized representative for the Bidder and a statement as to whether the Bidder is a sole proprietor, partnership, corporation, or any other legal entity. Each copy of the submitted Bid 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.

**BID POSTPONEMENT/CANCELLATION**

The County may, at its sole and absolute discretion, reject any bids that are not submitted in accordance with the terms in this Bid Solicitation. The County may re-advertise this Bid; postpone or cancel, at any time, this Bid process; or waive any

irregularities in this Bid or in the proposals received as a result of this Bid.

### **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. Bid Security shall be in the amount of five percent (5%) of the Bid as modified or resubmitted.

### **COSTS INCURRED BY BIDDERS**

All expenses involved with the preparation and submission of bids to the County, or any work performed in connection there with, shall be borne by the Bidder(s). No rights of ownership will be conferred until title of the property is transferred to the successful bidder. All fees for copying and reproduction services for items listed herein are nonrefundable.

### **CONSIDERATION OF BIDS**

**Opening of Bids:** Unless stated otherwise in an Addenda 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 seventy two (72) hours.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by any 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 seventy two (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 Owner's Purchasing Manual. All of the terms and conditions of the Owner's Purchasing Manual are incorporated by reference and are fully binding.

**Rejection of Bids:** The County 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 County shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received.

The County 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. The County is under no obligation to award any Bid Alternates, unless it serves the best interest of the County to do so.

It is the intent of the County to award a contract to the lowest responsive, responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, and does not exceed the funds budgeted for the Project.

If the Contract is awarded, it will be awarded within a minimum of ninety (90) days from the date of the Bid opening, or as designated in the Bid Documents.

### **PRICING**

The prices submitted by the Bidder shall include any and all equipment, materials, labor, supervision transportation, freight, and all other costs, fees, or charges associated with installing and providing the required equipment. The Total Price shall be the

final cost to the County, unless additional pricing is proposed by the Contractor, and approved by the County.

### **INVOICING**

The Contractor shall submit an invoice to the appropriate SJC Department upon completion of the approved and authorized services. The date of the invoice shall not exceed thirty (30) calendar days from the date of services performed. Under no circumstances shall the invoice be submitted to the County in advance of the performance of services. The County reserves the right to refuse or prorate payment based on unsatisfactory performance of services during any month. Failure to submit invoices in the prescribed manner may delay payment. Unless otherwise notified, bills/invoices should be delivered to:

St. Johns County Parks and Recreation  
ATTN: Jayne Delany  
2175 Mizell Rd.  
St. Augustine, FL 32080

St. Johns County Payment Terms: Net 30 Days per 218.74(2) Florida Statutes  
At a minimum, all invoices shall contain the following basic information:

- Contractor Information (Full Legal Name, Address, Phone, Fax)
- Date of Invoice, Invoice Number
- SJC Purchase Order Number, Master Contract Number, Bid Number
- Total Price of Invoice
- Description of Services Performed

Contractor will invoice the County at the first of each month after the service has been provided.

St. Johns County is a tax exempt entity. Invoices submitted by the Contractor cannot include a line for taxes. Any and all costs associated with taxes required to be paid by the Contractor must be incorporated into the pricing submitted under this bid.

The Contractor shall also not charge the County any Environmental fees.

### **MINIMUM QUALIFICATION OF CONTRACTORS**

Prime Bidder must be fully licensed to do business in the State of Florida. Bidders must have successfully completed, as a Prime or Sub-contractor, at least three (3) projects, in the past five (5) years, of similar type, size and dollar value of the project described herein.

Each Bidder must complete Attachment "B" – License/Certification List and submit a copy of any and all listed licenses and certificates with each copy of the submitted Bid Proposal, along with documentation proving the required qualifications stated above.

### **SUB-CONTRACTORS**

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

Upon request by the County, the successful Bidder shall within seven (7) days thereafter, submit all data required to establish to the satisfaction of the County, 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 County will notify the Bidder in writing if either the County, 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 County then may, at his option, disqualify the Bidder, at no cost to the County.

The County 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 County, 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 County.

## **INSURANCE**

The Contractor shall not commence work under the awarded Contract Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under the awarded Contract Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084

The Contractor shall maintain during the life of the awarded Contract Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the awarded Contract Agreement, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of the awarded Contract Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Contractor shall maintain during the life of the awarded Contract Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of the awarded Contract Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its per Florida Statute 440.02.

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

## **INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, its officials, and employees, from and against liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from performance of the work, provided that such liability, claims, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part, by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefits acts.

## **PUBLIC RECORDS**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Bids and the responses thereto are public record. Proposers should identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release if requested in a public records request.

**END OF SECTION**

**OFFICIAL COUNTY BID FORM  
WITH ATTACHMENTS**

BID NO: 19-49

OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA

PROJECT: PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT AT ROYAL ROAD PARK AND AL WILKE PARK

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

DATE SUBMITTED: \_\_\_\_\_

**BID PROPOSAL OF**

Full Legal Company Name

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 19-49; Purchase and Installation of Playground Equipment at Royal Road Park and Al Wilke Park 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 to submit the following Bid Proposal summarized as follows:

**FOR:** PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT AT ROYAL ROAD PARK AND AL WILKE PARK

**ROYAL ROAD PARK TOTAL BASE BID LUMP SUM PRICE:** The Base Bid for this project shall include the purchase and installation of playground equipment and resurfacing as per plans and specifications.

\$ \_\_\_\_\_  
Total Base Bid Lump Sum Bid Price (Numerical)

\_\_\_\_\_/100 Dollars  
Total Base Bid Lump Sum Bid Price (Amount written or typed in words)

**ROYAL ROAD PARK ALTERNATIVE #1:** Alternative #1 shall include the addition of a partial shade structure.

\$ \_\_\_\_\_  
Alternative #1 Lump Sum Bid Price (Numerical)

\_\_\_\_\_/100 Dollars  
Alternative #1 Lump Sum Bid Price (Amount written or typed in words)

**ROYAL ROAD PARK ALTERNATIVE #2:** Alternative #2 shall include the addition of a full shade structure.

\$ \_\_\_\_\_  
Alternative #2 Lump Sum Bid Price (Numerical)

\_\_\_\_\_/100 Dollars  
Alternative #2 Lump Sum Bid Price (Amount written or typed in words)

**ROYAL ROAD PARK ALTERNATIVE #3:** Alternative #3 shall include the addition of an annual service plan if available.

\$ \_\_\_\_\_  
Alternative #3 Annual Price (Numerical)

\_\_\_\_\_/100 Dollars  
Alternative #3 Annual Price (Amount written or typed in words)

**AL WILKE PARK TOTAL BASE BID LUMP SUM PRICE:** The Base Bid for this project shall include the purchase and installation of playground equipment and resurfacing as per plans and specifications.

\$ \_\_\_\_\_  
Total Base Bid Lump Sum Bid Price (Numerical)

\_\_\_\_\_/100 Dollars  
Total Base Bid Lump Sum Bid Price (Amount written or typed in words)

**AL WILKE PARK ALTERNATIVE #1:** Alternative #1 shall include the addition of a partial shade structure.

\$ \_\_\_\_\_  
Alternative #1 Lump Sum Bid Price (Numerical)

\_\_\_\_\_/100 Dollars  
Alternative #1 Lump Sum Bid Price (Amount written or typed in words)

**AL WILKE PARK ALTERNATIVE #2:** Alternative #2 shall include the addition of a full shade structure.

\$ \_\_\_\_\_  
Alternative #2 Lump Sum Bid Price (Numerical)

\_\_\_\_\_/100 Dollars  
Alternative #2 Lump Sum Bid Price (Amount written or typed in words)

**AL WILKE PARK ALTERNATIVE #3:** Alternative #3 shall include the addition of an annual service plan if available.

\$ \_\_\_\_\_  
Alternative #3 Annual Price (Numerical)

\_\_\_\_\_/100 Dollars  
Alternative #3 Annual Price (Amount written or typed in words)

Bidder shall insert the Lump Sum Bid Prices in numerals and in words. Any discrepancy between the two submitted amounts shall be determined by the amount written in words.

The proposed Lump Sum Bid Prices submitted above shall include any and all fees, surcharges, and any other additional monies associated with performing the work required by this Contract.

**Full color renderings shall be provided by the vendor for each proposed playground structure.**

Time Frame to completed project after Purchase Order is received:

- Royal Road Park \_\_\_\_\_
- Al Wilke Park \_\_\_\_\_

**BID NO: 19-49**

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, 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 the County, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) 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 County.

**BID NO: 19-49**

**CORPORATE/COMPANY**

Full Legal Company Name: \_\_\_\_\_ (Seal)

By: \_\_\_\_\_  
Signature of Authorized Representative (Name & Title typed or printed)

By: \_\_\_\_\_  
Signature of Authorized Representative (Name & Title typed or printed)

Address: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: (\_\_\_\_) \_\_\_\_\_

Email Address for Authorized Company Representative: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_ DUNS #: \_\_\_\_\_  
(If applicable)

**INDIVIDUAL**

Name: \_\_\_\_\_  
(Signature) (Name typed or printed) (Title)

Address: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_

**Submittal Requirements:**

- Official County Bid Form
  - “A” – Affidavit
  - “B” – License/Certification List
  - “C” – List of Proposed Sub-Contractors
  - “D” – Conflict of Interest Disclosure Form
  - “E” – Drug-Free Workplace Form
  - “F” – Proof of Insurance
  - “G” – Claims, Liens, and Litigation History
- Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments “A”, “B”, “C”, “D”, “E”, “F”, and “G” must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

BID NO: 19-49

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 No: 19-49; Purchase and Installation of Playground Equipment at Royal Road Park and Al Wilke Park, 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, nor 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)

Sworn and subscribed to me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
\_\_\_\_\_  
(Title)

Notary Public:  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed

My commission Expires: \_\_\_\_\_

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





**BID NO: 19-49**

**ATTACHMENT "D"**

**St. Johns County Board of County Commissioners  
Conflict of Interest Disclosure Form**

Project Number/Description: Bid No: 19-49; Purchase and Installation of Playground Equipment at Royal Road Park and Al Wilke Park

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

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Please check the appropriate statement:

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: \_\_\_\_\_

Authorized Representative(s) : \_\_\_\_\_  
Signature Print Name/Title

\_\_\_\_\_  
Signature Print Name/Title

**BID NO: 19-49**

**ATTACHMENT "E"**  
**DRUG-FREE WORKPLACE FORM**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:

\_\_\_\_\_  
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

BID NO: 19-49

ATTACHMENT "F"

CERTIFICATE OF INSURANCE

INSERT CERTIFICATE OF INSURANCE HERE

**BID NO: 19-49**

**ATTACHMENT "G"**

**CLAIMS, LIENS, LITIGATION HISTORY**

(Complete and Submit)

- 1.
2. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: \_\_\_\_\_ Name (s) of the attorneys representing all parties:

\_\_\_\_\_

Amount actually recovered, if any: \_\_\_\_\_

Name(s) of the project owner(s)/manager(s) to include address and phone number:

\_\_\_\_\_

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes \_\_\_\_\_ No \_\_\_\_\_ If no, please explain why? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

7. List the status of all pending claims currently filed against your company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Liquidated Damages**

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Use additional or supplemental pages as needed)

# SPECIFICATIONS

**Bid No: 19-49, PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT AT ROYAL ROAD PARK AND AL WILKE PARK**

**Scope of Work**

St. Johns County Parks and Recreation Department is replacing the playground structures at Royal Road Park, located at 709 Royal Rd., St. Augustine, FL 32086 and Al Wilke Park, located at 6140 S. Main St., Hastings, FL 32145. The turnkey project includes, but not limited to, provision of materials, equipment, supplies, labor, site work, freight, and installation services.

**Full color renderings shall be provided by the vendor for each proposed playground structure.**

**ROYAL ROAD PARK PLAYGROUND**

- Site size 57'x17' x 57'x61'
- Contractor provides age appropriate signage
- Material - galvanized or aluminum uprights with stainless steel hardware or recycled materials
- Powder coated metals must be treated with primer and coastal application
- Mulch must be removed before installing new structure
- Surface must include drainage, weed barrier, and EWF wood fiber or Unitary surface
- Replacement of Borders
- Fencing will stay around playground area.
- Vendor is responsible for removal and disposal of old playground equipment on site

Equipment Includes:

- 1 – Spiral slide,
- 1 – Arch Chain Climber
- 1 – Slide Pole
- 1 – Double Shute slide
- 2 – Inverted Arch Climbing Ladder
- 1 – Tic Tac Toe Panel

Ground level Components:

- 1 – 4x4 Mirror Panel
- 1 – Car Driving Panel
- 1 – Spelling Panel
- 1 – Time Clock Station

Swings:

- 1 - Bay with two infant seat
- 1 - Bay with two belt seats

**AL WILKE PARK PLAYGROUND**

- Site size 54'x 90'
- Contractor provides age appropriate signage
- Material - galvanized or aluminum uprights with stainless steel hardware or recycled materials
- Powder coated metals must be treated with primer and coastal application
- Mulch must be removed before installing new structure
- Surface must include drainage, weed barrier, and EWF wood fiber or Unitary surface
- Replacement of Borders
- Fencing will stay around playground area.
- Vendor is responsible for removal and disposal of old playground equipment on site

Equipment Includes:

- 1 – Sky Wheel
- 1 – Spiral Slide
- 1 – Cliff Wall Climber
- 1 – Lily Pad Climber
- 1 – Double Zip Slide
- 1 – Wilder Side
- 1 – Schooner Climber

1 – Curved Zip Slide

Swings:

1 - Bay with two infant seats

1 - Bay with two belt seats

### **Ordering Equipment**

The written proposal shall include a line item listing of all items and materials requested by the County, with quantities shown for each, along with the approved discount applied to each item, if applicable. A purchase order will be issued for each playground.

### **Delivery of Equipment**

All deliveries made to the County shall be F.O.B. Destination. Destination shall be determined at the time of order.

Vendor shall be responsible for off-loading any and all equipment delivered to St. Johns County Park locations for any and all deliveries made under this bid. At no time shall County Staff be responsible for off-loading equipment delivered from vendor.

### **Equipment**

All equipment and/or materials ordered by the County and provided by an approved vendor shall meet all State and Federal safety regulations, including, but not limited to the following:

- A. American Society for Testing & Materials (ASTM)
  - i. ASTM-F1487 Standards-Methods of testing Playground Equipment for Public Use
  - ii. ASTM-F1292 Standards-Method for testing various surfacing materials to determine "critical height"
- B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety
- C. National Playground Safety Institute (NPSI) – identification of 12 leading causes of injuries on playgrounds
- D. Americans with Disabilities Act (ADA) Regulations for Title III, Appendix A, Standards for Accessible Design

Vendor shall provide the County a certificate upon delivery that all equipment and/or products provided comply with all of the above referenced requirements and/or regulations. Vendor shall further certify that if any products, materials, equipment, or other items delivered and/or installed are subsequently found to be deficient in any of the above referenced regulations and requirements in effect on the date of deliver, all costs associated with bringing the product(s), materials, equipment or other items and/or installation of such into compliance shall be paid by the Vendor.

Vendor shall guarantee all equipment to be free of defects, and shall replace any equipment found by the County to be defective upon delivery. Replacement of defective equipment shall be made by the vendor within thirty (30) days of notification from the County of the defects. No additional cost shall be incurred by the County for replacement of defective equipment and items.

### **Installation of Equipment**

This project requires turnkey installation and site work by an awarded vendor. In these instances, the County may require a site visit. These turnkey projects may include, but is not limited to site work services which may involve drainage, mulch and underlayment, installation of standard or custom park/playground equipment, and signage.

### **Warranty on Installed Equipment**

Vendor shall guarantee installed equipment, signage, playground accompaniments (i.e. fabric underlayment, mulch, etc.) and/or entire systems and units to be free of defects in workmanship and materials for a period of not less than ten (10) years from the date of acceptance by the County of the installation. The vendor with whom the County contracts for the installation shall be required to repair and/or replace any and all materials, equipment, accompaniments, which display defects in workmanship and/or materials within the one (1) year warranty period, at no additional cost to the County.

### **Responsibility of Equipment**

On projects where the vendor will be performing the site work and installation of equipment, the vendor shall be responsible for all materials ordered, delivered, and received from the date of order, through and until the completion of installation. Vendor shall be responsible for any and all damages to equipment, materials, products, or other items that occur prior to completion of installation, and shall be required to replace any and all damaged

materials at no additional cost to the County, unless damage to materials is caused by negligence of County Staff.

**Damages & Preservation of Property**


The vendor shall use due care to avoid damaging all property associated with, adjacent to, or in any way affected by the work being performed. This applies to private property and all utilities which may exist within the work area. Any damage occurring to such items by the vendor shall immediately repair or replaced to a condition at least equal to that which existed prior to damage. All cost incurred for repair or replacement shall be borne by the vendor. Any damages not repaired or replaced by the vendor with ten (10) calendar days from notification will be fixed by the County or its contractor and the cost shall be paid by the vendor or deducted from their final invoice.

**SEALED BID MAILING LABEL**

**BID NO: 19-49**  
**PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT AT ROYAL ROAD PARK AND AL WILKE PARK**

**Cut along the outer border and affix this label  
to your sealed bid envelope to identify it as a  
"Sealed BID"**

<b>SEALED BID • DO NOT OPEN!</b>	
SEALED BID NO.:	<b>BID NO: 19-49</b>
BID TITLE:	<b>PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT AT ROYAL ROAD PARK AND AL WILKE PARK</b>
DUE DATE/TIME:	<b>By 2:00PM --April 10, 2019</b>
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Dept. ATTN: Travis Hembree 500 San Sebastian View St. Augustine FL 32084



**END OF DOCUMENT**