



INVITATION FOR BID

23/24-074

VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND RECREATION

Clay County

477 Houston Street

Green Cove Springs, FL 32043

RELEASE DATE: May 16, 2024

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

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

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

Invitation For Bid #23/24-074

Title: Various Equipment and Amenities for Parks and Recreation

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

Clay County
INVITATION FOR BID

Various Equipment and Amenities for Parks and Recreation

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- III. Scope of Work
- IV. Supplier Questionnaire

Attachments:

A - Chapter 8

B - EFT FORM

C - W-9 (2024)

D - Warranty Letter

E - Certificate of partial payment

F - Certificate of final payment

G - Performance & Paymt Bond

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1. Introduction

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

1.1. Summary

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

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

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

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

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

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

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

THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY'S WEBSITE

AT: <https://www.claycountygov.com/government/purchasing/formal-bid-solicitations>

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

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

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

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

1.2. [Background](#)

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

1.3. [Contact Information](#)

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

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

Inquiries may only be submitted to the Purchasing Department.

Donna Fish

Buyer 1

P O Box 1366

Green Cove Springs, FL 32043

Email: donna.fish@claycountygov.com

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

Department:

Parks and Recreation

Department Head:

Justin Pierce

Parks and Recreation Director

1.4. [Timeline](#)

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

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

The County reserves the right to alter dates as needed.

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

Recommendation to Board of County Commissioners	July 9, 2024, 4:00pm Clay County Administration Building Fourth Floor 477 Houston Street Green Cove Springs, Florida 32043
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2. Instructions to Bidders

2.1. Instruction to Bidders:

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

2.2. Response to Request for Bids:

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

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

THE COUNTY NOR THE PUBLIC PORTAL PLATFORM WILL ACCEPT LATE SUBMITTALS

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

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

2.3. Addenda:

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

2.4. Addenda Distribution:

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

2.5. Additional Evaluation:

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

2.6. Americans with Disabilities Act:

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

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

2.7. Award:

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

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

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

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

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

The County Reserves the right to award to multiple Bidders.

2.8. Bid Errors:

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

2.9. Bid Preparation Costs:

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

2.10. Bid Protests:

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

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

2.11. Business Registration Requirement:

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

2.12. Cancellation of RFB:

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

2.13. Conflict of Interest:

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

2.14. Contractor Qualifications and Requirements:

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

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

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

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

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

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

2.15. Copyright Restrictions:

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

2.16. Deviations:

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

2.17. Drug-Free Workplace

Pursuant to Section 287.087, Florida Statutes, whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this Florida Statute.

2.18. Execution of Contract:

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

2.19. Indemnification:

Construction Services (per FS 725.06):

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

Design Services (per FS 725.08):

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

Non-construction Services:

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

2.20. Inquiries/Questions:

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

For more information/instruction on how to submit an inquiry/question, please visit:
<https://opengov.my.site.com/support/s/article/12c62371-147b-45f4-9bcd-cf2ce5f58259>

2.21. Insurance Requirements:

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

a. Commercial General Liability

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

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

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

b. Business Automobile Liability

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

c. Workers' Compensation and Employer's Liability

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

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

\$500,000 Disease Policy

\$100,000 Disease-Each Employee

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

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

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

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

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

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

Coverage form shall include, but not be limited to:

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

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

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

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

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

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

f. Umbrella/Excess Insurance

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

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

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

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

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

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

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

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

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

2.22. Laws and Regulations:

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

2.23. No Bid:

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

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

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

2.24. No Contact Period:

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

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

The following exceptions exist to the no-contact rule:

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

2.25. Payments:

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

2.26. Performance and Payment Bond Requirements:

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

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

2.27. Public Entity Crimes:

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

2.28. Public Records:

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

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

2.29. Qualification:

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

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

2.30. Rejection:

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

2.31. Scrutinized Companies Certification:

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

2.32. Sub-Contractors:

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

2.33. Use of Contract by other Government Agencies:

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

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

2.34. Supplier Debarment:

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

2.35. Waiver of Formalities/Rejection of Bids:

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

2.36. Withdrawal of Bid:

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

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

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

3. Scope of Work

3.1. Purpose

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

3.2. Scope

1. The bid will establish a firm, fixed percentage discount off manufacturer's and/or supplier's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks and playgrounds as requested by Clay County Parks and Recreation. Additionally, this bid will also establish a firm, fixed percentage off manufacturer's and/or bidder's current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities for parks and playgrounds as needed. The County reserves the right to award to multiple bidders.
2. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percent discount shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in the bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder throughout the duration of the contract.
3. This bid is also a means for qualifying bidders for ball park lighting services and court surfacing. Qualifying bidders will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid. The qualified bidder(s) providing the lowest responsive quote based on contracted pricing will be awarded the project.
4. Freight must be pre-paid and added to the invoice and the quote. The County will pay actual freight charges.
5. Performance and payment bonds may be required for specific projects. This requirement is driven by the size and price of each particular job. Bidders will be required to meet this requirement before receiving a purchase order for the project.
6. The County reserves the right to purchase from other agreements when in the best interest of the County.

Responsibility:

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

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

3.3. Method of Ordering

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

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

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

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

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

3.4. Administrative Fee (Piggybacking)

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

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

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

3.5. Qualification of Installers

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

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

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

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

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

3.7. Compliance With Laws and Codes

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

A. American Society for Testing and Materials (ASTM)

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

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

Copies may be obtained from the:

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

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

Copies may be obtained from the:

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

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

Copies may be obtained from the:

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

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

Copies may be obtained by calling:

(800) 514-0301

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

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

3.8. Award

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

3.9. Site Inspections

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

3.10. Work Hours

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

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

3.11. Permit & Fees

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

For questions about permitting please contact:

Clay County Building Department

Phone: (904) 269-6307

Email: permits@claycountygov.com

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

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

3.12. Clean up & Restoration of Site

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

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

3.13. Bidder and Subcontractor Requirements

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

3.14. Subcontractors and Major Material Suppliers

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

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

3.15. Damage to Public or Private Property

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

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

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

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

3.16. Compliance with Occupation Safety and Health Act

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

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

3.17. Unsatisfactory Equipment and/or Services

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

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

3.18. Payment

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

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

3.19. Warranty

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

3.20. Term

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

3.21. Performance Evaluation

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

3.22. Cancellation of Contract

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

3.23. Additional Services

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

4. Supplier Questionnaire

4.1. Response Acknowledgement *

The Bidder acknowledges the following:

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

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

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

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

☐ Please confirm

*Response required

4.2. Certification *

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

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

☐ Please confirm

*Response required

4.3. Cooperative Contract*

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

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

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

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

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

☐ Please confirm

*Response required

4.4. Proprietary/Confidential Information*

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

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

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

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

☐ Please confirm

*Response required

4.5. Separate Redacted Copy of Bid

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

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

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

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

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

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

☐ Please confirm

*Response required

4.7. Drug-Free Workplace *

Pursuant to Section 287.087, Florida Statutes, whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

- ☐ Yes
☐ No

*Response required

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

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

4.9. [Term Acknowledgement *](#)

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

☐ Please confirm

*Response required

4.10. [Approved Designated Signee*](#)

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

*Response required

4.11. [Company Phone Number*](#)

Please enter a valid phone number.

*Response required

4.12. [Company Remittance Address*](#)

Please enter a valid remittance address.

*Response required

4.13. [W-9 *](#)

Please fill out the attached W-9.

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

*Response required

4.14. [SunBiz Verification*](#)

Please enter your EIN number here

*Response required

4.15. [Confirmation of Insurance*](#)

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

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

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

☐ Please confirm

*Response required

4.16. Proof of Insurance*

Provide certificate(s) of insurance.

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

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

Please upload Insurance document(s) here.

*Response required

4.17. References*

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

REFERENCE ONE

Company/Entity Name:

Address:

City, State & Zip Code:

Contact Person:

Telephone:

Email Address:

Dates of Service:

Project Name:

Type of Service:

Additional Comments:

REFERENCE TWO

Company Name:

Address:

City, State & Zip Code:

Contact Person:

Telephone:

Email Address:

Dates of Service:

Project Name:

Type of Service:

Additional Comments:

REFERENCE THREE

Company Name:

Address:

City, State & Zip Code:

Contact Person:

Telephone:

Email Address:

Dates of Service:

Project Name:

Type of Service:

Additional Comments:

*Response required

4.18. Scrutinized Companies Certification*

Please download the below documents, complete, and upload.

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

*Response required

4.19. E-Verify *

Please download the below documents, complete, and upload.

- [E-Verify.pdf](#)

*Response required

4.20. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion*

Please download the below documents, complete, and upload.

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

*Response required

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

Please enter your legal company name.

*Response required

4.22. Conflict of Interest Disclosure: *

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

☐ Yes

☐ No

*Response required

4.23. Conflict of Interest Disclosure: *

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

Please select one of the options below:

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

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

*Response required

4.24. Conflict of Interest Disclosure:*

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

Please enter N/A if this does not apply.

*Response required

4.25. Licenses / Certifications*

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

License Name:

License #:

Issuing Agency:

Expiration Date:

*Response required

4.26. Licenses / Certifications*

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

*Response required

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

Please download the below documents, complete, and upload.

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

*Response required

4.28. [EFT Authorization Form*](#)

Please download the below documents, complete, and upload.

- [EFT FORM.pdf](#)

*Response required

4.29. [Pricing & Additional Information](#)

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

4.29.1. [General Pricing *](#)

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

- [BID Form Percent Discount -...](#)

*Response required

4.29.2. [Sports Lighting Pricing*](#)

Please upload pricing for any and all sports lighting provided.

*Response required

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

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

*Response required

4.29.4. [Court Surfacing Pricing*](#)

Please download the below documents, complete, and upload.

- [Court Surfacing Pricing.xlsx](#)

*Response required

4.29.5. *Equipment & Parts Warranties**

Please download the below documents, complete, and upload.

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

*Response required

4.29.6. *Sub-Contractor - Equipment Installers **

Please download the below documents, complete, and upload.

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

*Response required

4.29.7. *Example Request for Quotation**

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

☐ Please confirm

*Response required