

1.4. [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.

1.5. [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.

1.6. [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.

1.7. 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.

1.8. 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.

1.9. 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.

1.10. 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.

1.11. 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.

1.12. 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.

1.13. 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.

1.14. 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.

1.15. 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.

1.16. 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.

1.17. 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.

1.18. 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.

1.19. Warranty

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

1.20. 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.

1.21. Performance Evaluation

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

1.22. 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.

1.23. 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.