

Infrastructure Analysis Map System, and award to the number one ranked company, Timmons Group, Inc. at a cost of \$55,985.00 which includes Alternate No. 1. Approval will be effective after 72 hour period for protest has expired.

1. Timmons Group, Inc. = 83.66
2. England - Thims & Miller, Inc. = 71.33
3. The Cedra Corporation = 70.66
4. Synergy Systems & Services, Inc. = 65
5. Latitude Geographics Group, Ltd. = 57.33

A committee consisting of the MIS Director, Deputy Director Technical Service, and GIS Coordinator has performed the evaluation and ranking. If desired, the Board may request presentations by no fewer than the top three companies. Funding Source: 001-0107-531000 (General Fund / MIS / Professional Services) (T. Nagle)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Mike Cella, and Carried 2 - 0, approval to go before the Board on the January 23rd Consent Agenda.

*Finance & Comm  
Audit 1-16-18  
approved  
BCC 1-23-18*

10. RFP #13/14-8, Various Equipment and Amenities for Parks & Playgrounds Second Renewal

Approval of second renewal to Bid #13/14-8, Various Equipment and Amenities for Parks & Playgrounds with no increase in discount percentages for one year. This bid was awarded to multiple vendors and is based on a percent discount off Manufacturer Suggested Retail Price as well as pricing for field lighting projects. Funding Source: Various (J. Householder)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Mike Cella, and Carried 2 - 0, approval to go before the Board on the January 23rd Consent Agenda.

**COUNTY MANAGER/CLERK OF THE BOARD**

11. County Project Update

Update on County projects.

County Manager Kopelousos did not have an update on County projects. However, she stated she is looking for Commission feedback pertaining to the 2nd Annual Clay Day in Tallahassee.

Chairman Cella mentioned the BCC Library Workshop Meeting occurring today at 5:00 P.M.

There being no further business, the meeting was adjourned at 4:05 P.M.



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 16 3:30 PM

TO: Finance and Audit Committee

DATE: 1/9/2018

FROM: Karen Thomas, Administrative &  
Contractual Services

SUBJECT: Approval of second renewal to Bid #13/14-8, Various Equipment and Amenities for Parks & Playgrounds with no increase in discount percentages for one year. This bid was awarded to multiple vendors and is based on a percent discount off Manufacturer Suggested Retail Price as well as pricing for field lighting projects. Funding Source: various

AGENDA ITEM TYPE:

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BACKGROUND INFORMATION:

This will provide playground equipment, amenities and lighting for all parks in Clay County and other entities wishing to utilize this RFP.

Is Funding Required (Yes/No):  
Yes

If Yes, Was the item budgeted (Yes/No/N/A):  
Yes

Funding Source: Various - as needed

Sole Source1 (Yes/No):  
No

Advanced Payment1 (Yes/No):  
No

Suggested Motion/Recommendation/Action:

Approval of second renewal to RFP #13/14-8, Various Equipment and Amenities for Parks & Playgrounds to multiple vendors at the same discount percentages for one year.

ATTACHMENTS:

Description

- [Memo - Second Renewal](#)

REVIEWERS:

Department Reviewer	Action	Date	Comments
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No Reviewers Available

**PRICE AGREEMENT CONTRACT FOR VARIOUS EQUIPMENT AND AMENITIES  
FOR PARKS & PLAYGROUNDS**

**Bid #13/14-8**

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<b><u>Advanced Rec. Concepts</u></b> <b>(321) 775-0600</b>	Litchfield	Pavilions & Structures	3%	35%	Yes	Yes
	Highland Products	Site Furnishings	3%	35%	Yes	Yes
	R3 Recycled Play Structures	Playground Equip.	3%	35%	Yes	Yes
	Skyspan Structures	Shade Structures	3%	35%	Yes	Yes
	Zeager Playground Surfacing	Rubber surfacing	5%	NA	Yes	Yes
	Bolling Forest Products	Wood Mulch	\$55 cu. yd.	NA	Yes	Yes
	Innovative Wood Mulch	Wood Mulch	\$55 cu. yd.	NA	Yes	Yes
	Water Splash	Water Play Equip.	3%	NA	Yes	Yes
	BCI Burke	Playground Equip.	5%	35%	Yes	Yes
	Berliner Seilfabrik – Urban Designs	Cable Climbing Playground Equip.	3%	40%	Yes	Yes
	Playcraft by Krauss Craft/Exercraft	Playground & Fitness Equip.	3%	35%	Yes	Yes
	Superior International	Playground Equip.	3%	35%	Yes	Yes
	Paris/Ramparts	Fitness Equip.	3%	35%	Yes	Yes
	Sports Rock (Park Pets)	Rocks shaped like animals for climbing	3%	50%	Yes	Yes

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<b><u>REP Services, (cont.)</u></b>	ForeverLawn	Grass for safe-play areas	5%	Installation included in price per SF	Yes	Yes
	Vitriturf/Hanover, Inc.	Poured in place surfacing	2%	Installation included in price per SF	Yes	Yes
	Irvine Wood Recovery	Playground mulch	5%	99%	Yes	Yes
	Sof Surfaces	Tile for safe play areas	5%	33%	Yes	Yes
	Tot Turf	Poured in place surfacing	2%	Installation included in price per SF	Yes	Yes
<b><u>Southern Recreation, Inc.</u>  (904) 387-4390 (904) 545-9870 (c)</b>	Playland	Playground equip.; park amenities; shade structures	15%	28%	Yes	Yes
	SportsPlay	Playground equip.; shade structures	10%	28%	Yes	Yes
	Jaypro	Sports equip.	10%	28%	Yes	Yes
	Kay Park	Bleachers; park amenities	10%	28%	Yes	Yes
	Webcoat	Park amenities & shade structures	10%	28%	Yes	Yes
	Ultra Play	Playground equip.	10%	28%	Yes	Yes
	Ultra Site	Pet Park equip. & Park amenities	10%	28%	Yes	Yes
	Sitescapes	Park amenities	10%	28%	Yes	Yes
	Litchfield (SSI Structures)	Park amenities	10%	28%	Yes	Yes
	Superior Shade	Shade structures	10%	28%	Yes	Yes
	Zeager Wood Carpet	Playground surfacing	10%	28%	Yes	Yes
	Murdock	Water fountains	10%	NA	Yes	Yes

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<b><u>Recycled Plastic Factory, LLC</u></b> <b>(941) 473-1618</b>	Recycled Plastic Factory, LLC	Park amenities	23%	NA	Yes	Yes
<b><u>No Fault Sports Group, LLC</u></b> <b>(225) 215-7760</b>	No Fault Sports Group, LLC	Poured in place safety surface	10%			
	Playsafe Surfacing, LLC	Installer				
<b><u>Greenfields Outdoor Fitness, Inc.</u></b> <b>(888) 315-9037</b>	Greenfields Outdoor Fitness, Inc.	Exercise equip. & h/c playground equip.	2%	Varies	Yes	Yes
<b><u>Regal Contractors, Inc.</u></b> <b>(561) 906-7321</b>	Greenfield Outdoor Fitness, Inc.	Installer	NA	40%		
	Henderson Recreation Equip., LTD	Installer	NA	35%		
	Everguard Surfacing	Installer	NA	-0-		
	Apollo Sunguard	Installer	NA	80%		
	Landscape Structures, Inc.	Installer	NA	30%		
	Playworld Systems	Installer	NA	30%		
	PlaypowerLT/LittleTikes Commercial Farmington	Installer	NA	36%		
	Miracle Recreation Equip.	Installer	NA	32%		
	Shade Systems, Inc.	Installer	NA	80%		
<b><u>Gulf Coast Sports, LLC</u></b> <b>(855) 827-1386</b>	Gulf Coast Sports, LLC	Bleachers, Pressboxes & park amenities	5%	3%	No	Yes

	Elephant Play	Playground equip.	10%	35%	Yes	Yes
	Everguard	Poured in place safety surfaces	10%	Priced per job	No	No
Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<b><u>Bliss Products &amp; Services, Inc., (cont.)</u></b>	Everlast Climbing	Wall Climbers	10%	Priced per job	Yes	Yes
	Fibar	ADA playground safety surfaces	10%	Priced per job	Yes	Yes
	Forestry Resources	Mulch/Lumber	5%	Priced per job	No	No
	Forte	Plastic timbers for safe-play area	5%	Priced per job	Yes	Yes
	Gared Sports	Netting, field equip., sports equip.	10%	Priced per job	Yes	Yes
	GT Grandstands	Bleachers	10%	Priced per job	Yes	Yes
	Innovative Mulching	Mulch	10%	Priced per job	No	No
	Jayhawk Plastics	Park furnishings	10%	Priced per job	Yes	Yes
	Jaypro Sports	Indoor & outdoor sports equip.	5%	Priced per job	Yes	Yes
	Jensen Swings	Repair parts for swings	5%	Priced per job	Yes	Yes
	Kay Park	Playground equip.	5%	Priced per job	No	No
	Madrax	Bicycle racks	5%	Priced per job	Yes	Yes
	Most Dependable Fountains	Water fountains	5%	Priced per job	Yes	Yes
	Murdock Fountains	Water fountains	5%	Priced per job	Yes	Yes
	National Recreation Systems	Bleachers	5%	Priced per job	Yes	Yes

	Stewart Tennis Courts	Tennis Courts	Priced per job	Priced per job	No	No
	Structural Wood Systems	Lumber	5%	Priced per job	No	No
	Suwannee Lumber	Lumber	5%	Priced per job	No	No
	Tennis Unlimited	Tennis netting	5%	Priced per job	No	No
Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<b><u>Bliss Products &amp; Services, Inc., (cont.)</u></b>	Terra Pad	Pads for fall zones	5%	Priced per job	Yes	Yes
	Terra Soft	Poured in place safety surface	5%	Priced per job	Yes	Yes
	Turf Evolution	Synthetic grass	5%	Priced per job	Yes	Yes
	Ultra Play	Toddlers play equip.	5%	Priced per job	Yes	Yes
	Ultra Site	Shade structures, bleachers, park amenities	5%	Priced per job	Yes	Yes
	Ultra Shade	Shade structures	5%	Priced per job	Yes	Yes
	Vortex Water Parks	Equip. for water parks	5%	Priced per job	Yes	Yes
	Webcoat	Plastic coated park amenities	5%	Priced per job	Yes	Yes
	Wood Mulch Products	Mulch	5%	Priced per job	No	No
	X-Grass	Synthetic Turf	5%	Priced per job	Yes	Yes
	Sandee Sod, Inc.	Installer				
	FunBuilders, Inc.	Installer				
	Chris Patton	Installer				

	No Fault	Safety surface, mulch, turf	5%	NA	No	No
	Douglas Industries	Sports equip.	5%	32%	Yes	Yes
	Playsafer	Rubber Mulch	5%	\$10 per cu. yd	Yes	Yes
	Kay Park	Bleacher, park amenities	5%	32%	Yes	Yes
Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<b><u>Miller Recreation Equip. &amp; Design (cont.)</u></b>	Murdock Fountain	Water fountains	5%	NA	Yes	Yes
	APS	Playground borders, repair parts	5%	25%	Yes	Yes
	Greenfield Outdoor Fitness	Outdoor fitness equip.	5%	30%	Yes	Yes
	Fibar	Playground safety surfacing	10%	\$10 per cu. yd.	Yes	Yes
	RCP Shelter	Covered shelters	5%	NA	Yes	Yes
	Coverworx	Prefabricated Structures	5%	NA	Yes	Yes
	Principle Recreation, Inc.	Installer				
	Playtime Installation	Installer				
	Ryan Fitzgerald Construction, Inc.	Installer				
<b><u>GameTime, Inc.</u> (800) 432-0162</b>	Gametime	Playground & fitness equip.	15%	25%	Yes	Yes
	UltraPlay	Playground equip.	10%	25%	Yes	Yes
	UltraSite	Park amenities	10%	25%	No	Yes

# BID TABULATION FORM

RFP: 13/14-8

Date: January 7, 2014

Proj: Various Equipment & Amenities for Parks and Playgrounds

Time Open: 1:08

Ad: Clay Today, November 28, 2013

Time Close: 2:20

This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

Bids to be evaluated based on evaluation criteria established in bid document

Bidder	Copies	W-9	Insurance	To Be Determined
1				
2 ROBERTSON INDUSTRIES INC	✓	✓	✓	✓
3 NO FAULT SPORT GROUP	✓	✓	✓	✓
4 RECYCLED PLASTIC FACTORY	✓	✓		✓
5 REGAL CONTRACTORS	✓	✓	✓	✓
6 GREENFIELDS OUTDOOR FITNESS, INC	✓	✓	✓	✓
7 M GAY CONSTRUCTORS	✓	✓	✓	✓
8 GULF COAST SPORTS LLC	✓	✓	✓	✓
9 PLAYMORE RECREATIONAL PRODUCTS	✓	✓	✓	✓
10 APOLLO SUNGUARD SYSTEMS INC	✓	✓		✓
11 J DURGAN & ASSOC	✓	✓	✓	✓
12 REP SERVICES INC	✓	✓	✓	✓
13 DRP - DOMINICA RECREATION PRODUCTS	✓	✓	✓	✓
14 MUSCO SPORTS LIGHTING LLC	✓	✓	✓	✓
15 MILLER RECREATION	✓	✓	✓	✓

Staff Assigned to tabulate bids and make recommendations:

Kamie Stalling  
Name

Program Coordinator  
Title

**Recommendations:** Staff will review the bids and present a recommendation to the Budget/Finance Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document.

Bid Opening Witnessed By: Doree Fish  
(BCC)

Kamie Stalling  
Clerk  
Kamie Stalling  
Department Representative

**Bid Specifications for Price Agreement Contract**  
**RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds**  
**(As provided by Parks and Recreation Division)**

**SCOPE:**

The purpose of this bid invitation 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 of various equipment and amenities for parks and playgrounds as requested by the Clay County Division of Parks and Recreation. Additionally, this bid invitation shall also establish a firm, fixed percentage of manufacturer's and/or bidder's current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities for parks and playgrounds as requested by the Clay County Division of Parks and Recreation. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percentages shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in your bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder. This bid is also a means for qualifying vendors for Ball Park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid. The qualified vendor(s) providing the lowest responsive quote will be awarded the project.

**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.

**QUALIFICATION OF INSTALLERS:**

If a bidder utilizes a sub-contracted installer for any park or playground equipment, a list of sub-contracted installers must be included with their bid. Additionally, the bidder must supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer. Failure to complete this requirement of the bid proposal may result in the rejection of their bid.

**COMPLIANCE WITH SPECIFICATIONS:**

Bid only on items that meet specifications. Bid only a single offering for each bid item. Do not bid multiple offering or "alternates." All corrections will be initialed. Bid only new, unused material.

**CATALOGS AND MANUFACTURER SUGGESTED RETAIL PRICE (MSRP) LISTS:**

Each bidder shall submit with this bid, at no charge, two (2) sets of each current catalog/supply/product information price list as well as current MSRP list for each catalog submitted. All catalogs and/or MSRP lists shall clearly identify the bid number and the bidder's name, address and telephone number. At time of bid renewal, the vendor shall supply at no charge, two (2) sets of each then current catalog/supply/product information price list as well as current MSRP list for each catalog submitted.

### **AWARD:**

Performance and payment bonds may be required for specific projects. This requirement is driven by the size and price of each particular job. Vendors will be required to meet this requirement before receiving a purchase order for the project. 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.

### **INVOICING:**

Invoices may be issued once supplies are shipped, delivered and/or installed to the county's satisfaction. At a minimum, invoices must include: Purchase Order Number, Item Number and Description, Date of Shipment, Quantity Ordered, Unit Price, Unit of Measure, and a total for all purchases. Standard payment terms are Net 45 days per the Local Government Prompt Payment Act.

### **TERMS OF CONTRACT:**

The term of bid award for various equipment and amenities for parks and playgrounds will be three (3) years, with two (2) one (1) year renewal options.

### **OTHER CONTRACTS:**

The County reserves the right to purchase foods, materials, services or supplies from any supplier who supplies such items under an existing active contract.

### **METHOD OF ORDERING:**

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

After generating a RFQ for a project, and before bidder's submission of its quotation in response to the RFQ, 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 RFQ must contain each of the following:

- A detailed breakdown of the cost for the entire project. Descriptions of additional services required, together with their price, shall also be listed.
- Names of any and all subcontractors on the project, together with their designated work and costs. 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 an RFQ 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.
- A date certain by which the project must be completed.

**GENERAL CONDITIONS:**

Signature on bid form verifies that the bidder is acquainted with the general conditions contained herein and will comply with all specifications, terms and conditions contained in this bid invitation.

**INSURANCE/WORKER'S COMPENSATION:**

The contractor shall take out and maintain during the life of this agreement, worker's compensation insurance for all of his employees connected with the work of this project and in case any work is sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the worker's compensation statute, the contractor shall provide, and cause each sub-contractor to provide, adequate insurance, satisfactory to the purchaser, for the protection of his employees not otherwise protected. The awarded vendor must submit a copy of an insurance certificate naming the County as an additional insured with the following verbiage placed on the certificate no later than ten (10) days after the award has been made. "Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interest may appear." Additional insurance requirements as listed on pages 9-10 apply.

**COOPERATIVE PURCHASES:**

This is a cooperative purchase contract. State law allows any government agency and any accredited school in the state to buy off this contract without going to bid, as long as it does not conflict with any of their local regulations.



Parks and Recreation

**Mailing Address:**

P.O. Box 1366  
Green Cove Springs, FL  
32043

**Physical Address:**

477 Houston Street  
2<sup>nd</sup> Floor, Admin. Building  
Green Cove Springs, FL  
32043

Phone: 904-284-6378

Fax: 904-284-9780

**County Manager**

S.C. Kopelousos

**Commissioners:**

Mike Cella  
District 1

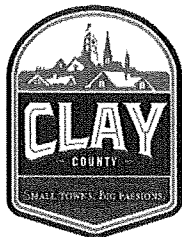
Wayne Bolla  
District 2

Diane Hutchings  
District 3

Gavin Rollins  
District 4

Gayward F. Hendry  
District 5

[www.claycountygov.com](http://www.claycountygov.com)



January 9, 2018

MEMORANDUM

TO: Donna Fish  
Purchasing Division

FROM: Lynn Higgs *LH*  
Parks and Recreation

RE: FINAL RENEWAL OF BID #13/14-8  
"VARIIIOUS EQUIPMENT & AMENITIES FOR  
PARKS & PLAYGROUNDS"

Please find attached positive e-mail responses from all of the vendors for the renewal of the above referenced bid that expires on February 11, 2018. Nineteen vendors responded.

Also attached is a copy of the Bid Recommendation Sheet (Robertson Industries, Inc. was listed twice) and a copy of the page of the PRICE AGREEMENT CONTRACT FOR VARIOUS EQUIPMENT AND AMENITIES FOR PARKS & PLAYGROUNDS spread sheet that reflects one change – Victor Stanley is no longer offering installation services.

Please let me know if you have any questions.

c. Michelle Sharp, Parks and Recreation Manager  
James Householder, Director of Facilities Operation and Maintenance  
File

**BID RECOMMENDATION SHEET**

January 28, 2014

**Bid #13/14-8****"Various Equipment & Amenities for Parks & Playgrounds"**

<u>BIDDERS</u>	<u>Bond</u>	<u>Base Bid</u>
<u>Advanced Recreation Concepts</u>	NA	See Attached
<u>REP Services, Inc.</u>	NA	See Attached
<u>Southern Recreation</u>	NA	See Attached
<u>Playmore West, Inc.</u>	NA	See Attached
<u>J Durgan Assoc., Inc.</u>	NA	See Attached
<u>Victor Stanley, Inc.</u>	NA	See Attached
<u>Robertson Industries, Inc.</u>	NA	See Attached
<u>Recycled Plastic Factory, LLC</u>	NA	See Attached
<u>No Fault Sports Group, LLC</u>	NA	See Attached
<u>Greenfields Outdoor Fitness, Inc.</u>	NA	See Attached
<u>Regal Contractors, Inc.</u>	NA	See Attached
<u>Gulf Coast Sports, LLC</u>	NA	See Attached
<u>Bliss Products &amp; Services, Inc.</u>	NA	See Attached
<u>Apollo Sunguard Systems, Inc.</u>	NA	See Attached
<u>Robertson Industries, Inc.</u>	NA <i>Duplicate</i>	See Attached
<u>Miller Recreation Equip. &amp; Design</u>	NA	See Attached
<u>Gametime, Inc.</u>	NA	See Attached
<u>Site Horizons</u>	NA	See Attached
<u>M Gay Constructors, Inc.</u>	NA	See Attached
<u>Musco Sports Lighting, Inc.</u>	NA	See Attached

**Staff Assigned to Tabulate Bids & Make Recommendations:**

<u>Name</u>	<u>Title</u>
<u>Ellen Mattox</u>	<u>Admin Program Mgr., Division of Parks &amp; Recreation</u>

**RECOMMENDATION:**

It is staff's recommendation to accept all bids submitted. All bids are awarded based upon the % discount offered for products and services.

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<b><u>Southern Recreation, Inc.</u></b> <b>(cont.)</b>	Portable Scoreboards	Scoreboards	10%	Varies with project	Yes	Yes
<b><u>Playmore West, Inc.</u></b> <b>(329) 791-2400</b>	Playworld Systems	Playground Equip.	5%	30%	Yes	Yes
	Zeager	Playground surfacing	5%	75%	Yes	Yes
	X Grass	Synthetic turf	5%	Included	Yes	Yes
	Child Safe	Poured in place safety surface	5%	Included	Yes	Yes
	Shade Systems	Shade structures	5%	60%	Yes	Yes
	Classic Recreation	Shade structures & small RR bldgs.	5%	60%		
<b><u>J Durgan Assoc., Inc.</u></b> <b>(561) 654-9708</b>	Regal Contractors, Inc.	Installer				
	Greenfield Outdoor Fitness	Exercise equip. & h/c playground equip.	2%	-0-	Yes	Yes
	Apollo Sunguard	Shade structures	5%	-0-	Yes	Yes
	Henderson Recreation	Playground equip.	10%	-0-	Yes	Yes
	Everguard	Poured in place safety surface	-0-	-0-	No	Yes
<b><u>Victor Stanley, Inc.</u></b> <b>(407) 641-0241</b> <b>(407) 637-9385</b>	Victor Stanley	Planters, trashcans, park amenities	5%	25% No Longer Offered in Final Renewal	Yes	Yes
<b><u>Robertson Industries, Inc.</u></b> <b>(954) 882-1366</b>	Tot Turf	Poured in place safety surface	10%	Included	Yes	Yes
	Art of Flooring	Installer				

## Lynn Higgs

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**From:** Paul Bickham <PBickham@arcflorida.com>  
**Sent:** Wednesday, December 06, 2017 12:37 PM  
**To:** Lynn Higgs  
**Subject:** RE: Renewal of Clay County Bid No 13/14-8 - Response needed by 12/15/17

Advanced Recreational Concepts agrees to the same percentage discount, terms, and conditions stated in Clay County Bid No. 13/4-8 Various Equipment & Amenities for Parks & Playgrounds.

Best Regards,

Advanced Recreational Concepts  
3125 Skyway Circle  
Melbourne, FL 32934  
321-775-0600

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**From:** Lynn Higgs [mailto:Lynn.Higgs@claycountygov.com]  
**Sent:** Wednesday, December 6, 2017 11:00 AM  
**To:** Lynn Higgs <Lynn.Higgs@claycountygov.com>  
**Cc:** Gary Gleim <GGleim@arcflorida.com>; trivers@repsservices.com; terry@southernrecreation.com; ryanr@playmoreonline.com; Jeff Durgan <jeff@durganrecreation.com>; Leigh Anne Giles <leighannegiles@sitehorizons.org>; Haab, Glenn <ghaab@totturf.com>; Faye Najar <fnajar@recycledplasticfactory.com>; Catherine Thomas <Catherine@nofault.com>; allison@greenfieldsfitness.com; martint5@comcast.net; Bleachers <bleachers@gulfcoastsportsfl.com>; dewitt@blissproducts.com; support@sunguard.net; wegator@tampabay.rr.com; Green, JoEllen <joelleng@gametime.com>; Mary Langley <marylangley3@gmail.com>; Jonathan Knisley <Jonathan@mgclighting.com>; amanda.mcgraw@musco.com; Danielle Cibello <Danielle@apollosunguard.com>; Amber Schulte <amber.schulte@musco.com>; Jeff Durgan <jeff@durganrecreation.com>; Paul Bickham <PBickham@arcflorida.com>; mrecfla@tampabay.rr.com; terry@southernrecreation.com; tricia@repsservices.com; luker@playmoreonline.com; Jonathan Knisley <Jonathan@mgclighting.com>  
**Subject:** Renewal of Clay County Bid No 13/14-8 - Response needed by 12/15/17  
**Importance:** High

*Good Morning,*

*We are requesting a response from you for the final renewal Clay County Bid No 13/14-8, which expires on February 11, 2018.*

*If you would like to renew, please email me back stating that "you agree to the same percentage discount, terms, and conditions stated in Clay County Bid No. 13/4-8 Various Equipment & Amenities for Parks & Playgrounds"*

*Please respond no later than December 15, 2017.*

*Please make sure the signature line on your email has your vendor name.*

*Note for the future: This is the last renewal of this existing bid. Your company will have the option to re-bid after it expires – February 11, 2019.*

*If you received this email in error, please ignore it.*

*Thank you!*

Lynn A. Higgs

[lynn.higgs@claycountygov.com](mailto:lynn.higgs@claycountygov.com)

Division of Parks and Recreation

477 Houston Street (Physical, 2<sup>nd</sup> Floor)

P.O. Box 1366 (Mailing)

Green Cove Springs, Florida 32043

Phone: (904) 284-6378 Opt. 1

Fax: (904) 284-9780

Office Hours: 8:00 a.m. to 4:30 p.m.

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## Lynn Higgs

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

**From:** Bill Geary <bill@repsservices.com>  
**Sent:** Thursday, December 21, 2017 5:15 PM  
**To:** Lynn Higgs  
**Subject:** FW: URGENT - FW: Third Reminder - Clay County, Florida

Lynn:

Thank you for your patience, and for extending the deadline for us.

We agree to the same percentage discount, terms, and conditions stated in Clay County Bid No. 13/4-8 Various Equipment & Amenities for Parks & Playgrounds.

Thanks again,

Bill Geary | Vice President |  (email): [bill@repsservices.com](mailto:bill@repsservices.com)  
Rep Services, Inc. | 581 Technology Park, Suite 1009 | Lake Mary, FL 32746-7127  
 (office): 407.831.9658 |  (mobile): 321.277.4452 |  (web): [www.repsservices.com](http://www.repsservices.com)  
*Experts at Play & Outdoor Spaces*

---

**From:** Lynn Higgs [<mailto:Lynn.Higgs@claycountygov.com>]  
**Sent:** Thursday, December 21, 2017 4:18 PM  
**To:** Tricia Thomas <[tricia@repsservices.com](mailto:tricia@repsservices.com)>; Leigh Anne Giles <[leighannegiles@sitehorizons.org](mailto:leighannegiles@sitehorizons.org)>; Catherine Thomas <[Catherine@nofault.com](mailto:Catherine@nofault.com)>; [regalcontractorsinc@gmail.com](mailto:regalcontractorsinc@gmail.com)  
**Subject:** Third Reminder - Clay County, Florida

*Good Afternoon,*

*We have not heard from you concerning the email that we sent to you on December 6<sup>th</sup> and December 17<sup>th</sup>, which is copied and pasted here:*

*"We are requesting a response from you for the final renewal Clay County Bid No 13/14-8, which expires on February 11, 2018.*

*If you would like to renew, please email me back stating that "you agree to the same percentage discount, terms, and conditions stated in Clay County Bid No. 13/4-8 Various Equipment & Amenities for Parks & Playgrounds"*

*Please respond no later than December 15, 2017.*

*Please make sure the signature line on your email has your vendor name.*

*Note for the future: This is the last renewal of this existing bid. Your company will have the option to re-bid after it expires – February 11, 2019. "*

*If you do not want to renew, kindly email me back stating that you "Do not want to be included in the renewal of Bid No 13/14-8 that expires on February 11, 2018.*

*We are extending your reply until December 22, 2017.*

*Thank you!*

*Lynn A. Higgs*

*[lynn.higgs@claycountygov.com](mailto:lynn.higgs@claycountygov.com)*

*Division of Parks and Recreation*

*477 Houston Street (Physical, 2<sup>nd</sup> Floor)*

*P.O. Box 1366 (Mailing)*

*Green Cove Springs, Florida 32043*

*Phone: (904) 284-6378 Opt. 1*

*Fax: (904) 284-9780*

*Office Hours: 8:00 a.m. to 4:30 p.m.*

*"To LIVE is an awfully BIG adventure"*

*Thank you!*

*Lynn A. Higgs*

*[lynn.higgs@claycountygov.com](mailto:lynn.higgs@claycountygov.com)*

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## Lynn Higgs

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**From:** Terry Rogers <terry@southernrecreation.com>  
**Sent:** Wednesday, December 06, 2017 4:01 PM  
**To:** Lynn Higgs  
**Cc:** 'sue'  
**Subject:** RE: Renewal of Clay County Bid No 13/14-8 - Response needed by 12/15/17

Southern Recreation agrees to the same percentage discount, terms, and conditions stated in Clay County Bid No. 13/4-8 Various Equipment & Amenities for Parks & Playgrounds"

Please confirm receipt  
Thanks



**Terry Rogers, President**  
Southern Recreation, Inc.  
4060 Edison Ave.  
Jacksonville, FL 32254  
904-387-4390 Phone  
877-488-4390 Toll Free  
904-387-4391 Fax  
904-545-9870 Mobile  
[Terry@southernrecreation.com](mailto:Terry@southernrecreation.com)  
[www.southernrecreation.com](http://www.southernrecreation.com)

---

**From:** Lynn Higgs [mailto:Lynn.Higgs@claycountygov.com]  
**Sent:** Wednesday, December 06, 2017 11:00 AM  
**To:** Lynn Higgs  
**Cc:** Gary Gleim; trivers@repservices.com; terry@southernrecreation.com; ryanr@playmoreonline.com; Jeff Durgan; Leigh Anne Giles; Haab, Glenn; Faye Najar; Catherine Thomas; allison@greenfieldsfitness.com; martint5@comcast.net; Bleachers; dewitt@blissproducts.com; support@sunguard.net; wegator@tampabay.rr.com; Green, JoEllen; Mary Langley; Jonathan Knisley; amanda.mcgraw@musco.com; Danielle Cibello; Amber Schulte; Jeff Durgan; PBickham@arcflorida.com; mrecfla@tampabay.rr.com; terry@southernrecreation.com; tricia@repservices.com; luker@playmoreonline.com; Jonathan Knisley  
**Subject:** Renewal of Clay County Bid No 13/14-8 - Response needed by 12/15/17  
**Importance:** High

*Good Morning,*

*We are requesting a response from you for the final renewal Clay County Bid No 13/14-8, which expires on February 11, 2018.*

*If you would like to renew, please email me back stating that "you agree to the same percentage discount, terms, and conditions stated in Clay County Bid No. 13/4-8 Various Equipment & Amenities for Parks & Playgrounds"*

*Please respond no later than December 15, 2017.*

*Please make sure the signature line on your email has your vendor name.*

*Note for the future: This is the last renewal of this existing bid. Your company will have the option to re-bid after it expires – February 11, 2019.*

*If you received this email in error, please ignore it.*

*Thank you!*

Lynn A. Higgs

[lynn.higgs@claycountygov.com](mailto:lynn.higgs@claycountygov.com)

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## Lynn Higgs

---

**From:** Luke Russell <luker@playmoreonline.com>  
**Sent:** Wednesday, December 06, 2017 11:31 AM  
**To:** Lynn Higgs  
**Subject:** RE: Renewal of Clay County Bid No 13/14-8 - Response needed by 12/15/17

I agree to the same percentage discount, terms, and conditions stated in Clay County Bid No. 13/4-8 Various Equipment & Amenities for Parks & Playgrounds

Thanks.

Luke Russell  
Vice President

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Products & Services**



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Fort Myers, FL 33966  
888.886.3757 x 223  
239.340.8184 cell  
[www.playmoreonline.com](http://www.playmoreonline.com)  
License: CBC 1252224

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**From:** Lynn Higgs [mailto:Lynn.Higgs@claycountygov.com]  
**Sent:** Wednesday, December 06, 2017 11:00 AM  
**To:** Lynn Higgs <Lynn.Higgs@claycountygov.com>  
**Cc:** Gary Gleim <GGleim@arcflorida.com>; trivers@repservices.com; terry@southernrecreation.com; Ryan Russell <ryanr@playmoreonline.com>; Jeff Durgan <jeff@durganrecreation.com>; Leigh Anne Giles <leighannegiles@sitehorizons.org>; Haab, Glenn <ghaab@totturf.com>; Faye Najar <fnajar@recycledplasticfactory.com>; Catherine Thomas <Catherine@nofault.com>; allison@greenfieldsfitness.com; martint5@comcast.net; Bleachers <bleachers@gulfcoastsportsfl.com>; dewitt@blissproducts.com; support@sunguard.net; wegator@tampabay.rr.com; Green, JoEllen <joelleng@gametime.com>; Mary Langley <marylangley3@gmail.com>; Jonathan Knisley <Jonathan@mgclighting.com>; amanda.mcgraw@musco.com; Danielle Cibello <Danielle@apollosunguard.com>; Amber Schulte <amber.schulte@musco.com>; Jeff Durgan <jeff@durganrecreation.com>; PBickham@arcflorida.com; mrecfla@tampabay.rr.com; terry@southernrecreation.com; tricia@repservices.com; Luke Russell <luker@playmoreonline.com>; Jonathan Knisley <Jonathan@mgclighting.com>  
**Subject:** Renewal of Clay County Bid No 13/14-8 - Response needed by 12/15/17  
**Importance:** High

*Good Morning,*

We are requesting a response from you for the final renewal Clay County Bid No 13/14-8, which expires on February 11, 2018.

If you would like to renew, please email me back stating that "you agree to the same percentage discount, terms, and conditions stated in Clay County Bid No. 13/4-8 Various Equipment & Amenities for Parks & Playgrounds"

Please respond no later than December 15, 2017.

Please make sure the signature line on your email has your vendor name.

Note for the future: This is the last renewal of this existing bid. Your company will have the option to re-bid after it expires – February 11, 2019.

If you received this email in error, please ignore it.

Thank you!

Lynn A. Higgs

[lynn.higgs@claycountygov.com](mailto:lynn.higgs@claycountygov.com)

Division of Parks and Recreation

477 Houston Street (Physical, 2<sup>nd</sup> Floor)

P.O. Box 1366 (Mailing)

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## Lynn Higgs

---

**From:** Jeff Durgan <jeff@durganrecreation.com>  
**Sent:** Tuesday, December 12, 2017 1:14 PM  
**To:** Lynn Higgs  
**Subject:** Re: Renewal of Clay County Bid No 13/14-8 - Response needed by 12/15/17

Hi Lynn,

Yes, we do want J Durgan Associates Inc to renew. Thank you,

We do "you agree to the same percentage discount, terms, and conditions stated in Clay County Bid No. 13/4-8 Various Equipment & Amenities for Parks & Playgrounds"

This bid has been fantastic for our company. Thank you for sending us this renewal notice.

**Jeff Durgan**  
**J. Durgan Associates, Inc.**  
**2635 Southwest 7th Street**  
**Boynton Beach Florida 33435**  
**jeff@durganrecreation.com**  
**561 654-9708**  
**561 369-5650 Fax**

On Wed, Dec 6, 2017 at 10:59 AM, Lynn Higgs <[Lynn.Higgs@claycountygov.com](mailto:Lynn.Higgs@claycountygov.com)> wrote:

*Good Morning,*

*We are requesting a response from you for the final renewal Clay County Bid No 13/14-8, which expires on February 11, 2018.*

*If you would like to renew, please email me back stating that "you agree to the same percentage discount, terms, and conditions stated in Clay County Bid No. 13/4-8 Various Equipment & Amenities for Parks & Playgrounds"*

*Please respond no later than December 15, 2017.*

*Please make sure the signature line on your email has your vendor name.*

*Note for the future: This is the last renewal of this existing bid. Your company will have the option to re-bid after it expires – February 11, 2019.*

*If you received this email in error, please ignore it.*

*Thank you!*

*Lynn A. Higgs*

*[lynn.higgs@claycountygov.com](mailto:lynn.higgs@claycountygov.com)*

*Division of Parks and Recreation*

*477 Houston Street (Physical, 2<sup>nd</sup> Floor)*

*P.O. Box 1366 (Mailing)*

*Green Cove Springs, Florida 32043*

*Phone: (904) 284-6378 Opt. 1*

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--

**Jeff Durgan**  
**J. Durgan Associates, Inc.**  
**2635 Southwest 7th Street**  
**Boynton Beach Florida 33435**  
**jeff@durganrecreation.com**  
**561 654-9708**  
**561 369-5650 Fax**

## Lynn Higgs

---



**From:** Megan Somosky <megans@victorstanley.com>  
**Sent:** Friday, January 05, 2018 1:45 PM  
**To:** Donna Fish; Lynn Higgs  
**Subject:** RE: Renewal of Bid with Clay County, Parks and Recreation Department

Hello,

Thank you for providing the 1<sup>st</sup> renewal RFP, that's exactly what we needed. We will continue to offer a 5% discount off the list price at the time in which an order is placed. We no longer work any installers and are manufacturers only so the previous 25% discount on installation is no longer applicable. Please let me know if you have any questions.

Thank you,



Megan Somosky | Customer Service Specialist | T (USA + Canada) 1.800.368.2573 x 306 | F 410.257.7579  
[megans@victorstanley.com](mailto:megans@victorstanley.com) | *Start creating timeless moments at VICTORSTANLEY.COM* |  

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---

**From:** Donna Fish [mailto:Donna.Fish@claycountygov.com]  
**Sent:** Thursday, January 04, 2018 3:17 PM  
**To:** Megan Somosky  
**Cc:** Lynn Higgs  
**Subject:** RE: Renewal of Bid with Clay County, Parks and Recreation Department

Megan,

Lynn did send you the bid package and Clarification. This was awarded as a percent discount off of list price (see 1<sup>st</sup> attachment). Our departments get current catalogs and price sheets from the vendors that they use. Per the bid, we would get quotes for the lighting projects since they are all different. There is no contract for each vendor. **The first renewal is valid until 02/10/18.** See attached documents and let me know if you need anything else.

Thank you,

Donna Fish, Buyer 1  
Clay County Purchasing Division  
P O Box 1366  
477 Houston Street  
Green Cove Springs, FL 32043

PH: 904-278-3761  
Fax: 904-278-3728  
Email address: [donna.fish@claycountygov.com](mailto:donna.fish@claycountygov.com)

---



**From:** Megan Somosky [<mailto:megans@victorstanley.com>]  
**Sent:** Wednesday, January 03, 2018 12:08 PM  
**To:** Lynn Higgs <[Lynn.Higgs@claycountygov.com](mailto:Lynn.Higgs@claycountygov.com)>  
**Subject:** RE: Renewal of Bid with Clay County, Parks and Recreation Department

Hi Lynn,

Whitney is no longer with VSI. I'm happy to help. Do you have any information regarding the pricing and required products? What you've provided appears to be the original bid documents and I don't see any products called out. I don't see any orders from the county since 2011 and the original documents you've provided would indicate that the contract would have ended last year. We have had a few price increases since 2011. We would like to continue to work with the County, but will need a bit more information in order for us to make a decision on being able to honor any previous pricing. Please advise.

Thank you,



Megan Somosky | Customer Service Specialist | T (USA + Canada) 1.800.368.2573 x 306 | F 410.257.7579  
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---

**From:** Lynn Higgs [<mailto:Lynn.Higgs@claycountygov.com>]  
**Sent:** Wednesday, January 03, 2018 10:15 AM  
**To:** Whitney Hyers  
**Subject:** RE: Renewal of Bid with Clay County, Parks and Recreation Department  
**Importance:** High

Whitney,  
*Attached is what you were asking for.  
If at all possible, please respond today, as we are delayed in moving forward with this.*

Thank you!

Lynn A. Higgs  
[lynn.higgs@claycountygov.com](mailto:lynn.higgs@claycountygov.com)  
Division of Parks and Recreation

477 Houston Street (Physical, 2<sup>nd</sup> Floor)  
P.O. Box 1366 (Mailing)  
Green Cove Springs, Florida 32043  
Phone: (904) 284-6378 Opt. 1  
Fax: (904) 284-9780  
Office Hours: 8:00 a.m. to 4:30 p.m.  
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---

**From:** Whitney Hyers [<mailto:whitneyh@victorstanley.com>]  
**Sent:** Wednesday, January 03, 2018 9:04 AM  
**To:** Lynn Higgs <[Lynn.Higgs@claycountygov.com](mailto:Lynn.Higgs@claycountygov.com)>  
**Subject:** RE: Renewal of Bid with Clay County, Parks and Recreation Department



Hi Lynn,

Thank you for reaching out to us about this. Do you have a copy of the contract you are referencing?

Please let me know.

Thank you,



Whitney Hyers | Customer Service | T (USA + Canada) 1.800.368.2573 x 341 | F 410.257.7579  
[whitneyh@victorstanley.com](mailto:whitneyh@victorstanley.com) | *Start creating timeless moments at VICTORSTANLEY.COM* |  

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---

**From:** Lynn Higgs [<mailto:Lynn.Higgs@claycountygov.com>]  
**Sent:** Friday, December 29, 2017 11:43 AM  
**To:** Whitney Hyers  
**Subject:** Renewal of Bid with Clay County, Parks and Recreation Department  
**Importance:** High

*Good Morning, Whitney Hyers,*

We just received your name and email as the contact for Victor Stanley, Inc. I apologize that I did not have the correct information for your company. Here is my most recent email. Please respond as soon as you r

*We have not heard from you concerning the email that we sent to you on December 6th and December 17th , which is copied and pasted here:*

***"We are requesting a response from you for the final renewal Clay County Bid No 13/14-8, which expires on February 11, 2018.***

***If you would like to renew, please email me back stating that "you agree to the same percentage discount, terms, and conditions stated in Clay County Bid No. 13/4-8 Various Equipment & Amenities for Parks & Playgrounds"***

***Please respond no later than December 15, 2017.***

***Please make sure the signature line on your email has your vendor name.***

***Note for the future: This is the last renewal of this existing bid. Your company will have the option to re-bid after it expires – February 11, 2019. "***

***If you do not want to renew, kindly email me back stating that you "Do not want to be included in the renewal of Bid No 13/14-8 that expires on February 11, 2018.***

***We are extending your reply until December 22, 2017.***

*Thank you!*

*Lynn A. Higgs*

*[lynn.higgs@claycountygov.com](mailto:lynn.higgs@claycountygov.com)*

*Division of Parks and Recreation*

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*Office Hours: 8:00 a.m. to 4:30 p.m.*

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## Lynn Higgs

---

**From:** Haab, Glenn <ghaab@totturf.com>  
**Sent:** Thursday, December 07, 2017 4:37 PM  
**To:** Lynn Higgs  
**Cc:** Haab, Glenn  
**Subject:** RE: Renewal of Clay County Bid No 13/14-8 - Response needed by 12/15/17

Hi Lynn,  
Robertson Recreational Surfaces, Robertson Industries, Inc. / TotTurf wishes to renew the Clay Co Bid No. 13/14-8 thru Feb. 11. 2019.

We agree to the same percentage discount, terms and conditions stated in Clay County Bid No 13/14-8 *Various Equipment & Amenities for Parks & Playgrounds*.

Please reply with confirmation that our bid has been renewed.

Thanks,

**Glenn Haab**

*Florida Sales Manager*

TotTurf by Robertson Recreational Surfaces



Direct: (954) 882-1366

Fax: (602) 340-0402

[ghaab@totturf.com](mailto:ghaab@totturf.com)

[www.totturf.com](http://www.totturf.com)

How was your service today? Click [HERE](#) to complete our 2 minute customer satisfaction survey.

---

**From:** Lynn Higgs [mailto:Lynn.Higgs@claycountygov.com]  
**Sent:** Wednesday, December 06, 2017 11:00 AM  
**To:** Lynn Higgs  
**Cc:** Gary Gleim; trivers@repservices.com; terry@southernrecreation.com; ryanr@playmoreonline.com; Jeff Durgan; Leigh Anne Giles; Haab, Glenn; Faye Najar; Catherine Thomas; allison@greenfieldsfitness.com; martint5@comcast.net; Bleachers; Gibbs, DeWitt - Bliss; support@sunguard.net; wegator@tampabay.rr.com; Green, JoEllen; Mary Langley; Jonathan Knisley; amanda.mcgraw@musco.com; Danielle Cibello; Amber Schulte; Jeff Durgan; PBickham@arcflorida.com; mrecfla@tampabay.rr.com; terry@southernrecreation.com; tricia@repservices.com; luker@playmoreonline.com; Jonathan Knisley  
**Subject:** Renewal of Clay County Bid No 13/14-8 - Response needed by 12/15/17  
**Importance:** High

*Good Morning,*

*We are requesting a response from you for the final renewal Clay County Bid No 13/14-8, which expires on February 11, 2018.*

*If you would like to renew, please email me back stating that "you agree to the same percentage discount, terms, and conditions stated in Clay County Bid No. 13/4-8 Various Equipment & Amenities for Parks & Playgrounds"*

*Please respond no later than December 15, 2017.*

*Please make sure the signature line on your email has your vendor name.*

*Note for the future: This is the last renewal of this existing bid. Your company will have the option to re-bid after it expires – February 11, 2019.*

*If you received this email in error, please ignore it.*

*Thank you!*

Lynn A. Higgs

[lynn.higgs@claycountygov.com](mailto:lynn.higgs@claycountygov.com)

Division of Parks and Recreation

477 Houston Street (Physical, 2<sup>nd</sup> Floor)

P.O. Box 1366 (Mailing)

Green Cove Springs, Florida 32043

Phone: (904) 284-6378 Opt. 1

Fax: (904) 284-9780

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## Lynn Higgs

---

**From:** Cindy Googins <cgoogins@recycledplasticfactory.com>  
**Sent:** Monday, December 18, 2017 2:27 PM  
**To:** Lynn Higgs  
**Subject:** RE: Second Request-Clay County, Florida

*Recycled Plastic Factory, LLC agrees to the same percentage discount, terms, and conditions stated in Clay County Bid No. 13/4-8 Various Equipment & Amenities for Parks & Playgrounds*

Best Regards,  
Cindy Googins



Recycled Plastic Factory, LLC  
PO Box 2248, Englewood, FL 34295-2248 (mailing)  
530 Paul Morris Drive, Englewood, FL 34223 (physical)  
941-473-1618  
941-473-0131 fax  
[www.RecycledPlasticFactory.com](http://www.RecycledPlasticFactory.com)

Think Green! Before printing this e-mail ask the question, is it necessary?

This email and any attachments thereto may contain private, confidential, and privileged material for the sole use of the intended recipient. Any review, copying, or distribution of this email (or any attachments thereto) by others is strictly prohibited. If you are not the intended recipient, please contact the sender immediately and permanently delete the original and any copies of this email and any attachments thereto.

---

**From:** Faye Najar [mailto:fnajar@recycledplasticfactory.com]  
**Sent:** Monday, December 18, 2017 9:01 AM  
**To:** 'Cindy Googins' <cgoogins@recycledplasticfactory.com>  
**Subject:** FW: Second Request-Clay County, Florida  
**Importance:** High

---

**From:** Lynn Higgs [mailto:Lynn.Higgs@claycountygov.com]  
**Sent:** Sunday, December 17, 2017 11:02 AM  
**To:** Lynn Higgs  
**Cc:** [regalcontractorsinc@gmail.com](mailto:regalcontractorsinc@gmail.com); [trivers@repservices.com](mailto:trivers@repservices.com); [tricia@repservices.com](mailto:tricia@repservices.com); Faye Najar; Catherine Thomas;

Bleachers; [info@repsservices.com](mailto:info@repsservices.com); [info@nofault.com](mailto:info@nofault.com)

**Subject:** Second Request-Clay County, Florida

**Importance:** High

*Good Morning,*

*We have not heard from you concerning the email that we sent to you on December 6<sup>th</sup>, which is copied and pasted here:*

*"We are requesting a response from you for the final renewal Clay County Bid No 13/14-8, which expires on February 11, 2018.*

*If you would like to renew, please email me back stating that "you agree to the same percentage discount, terms, and conditions stated in Clay County Bid No. 13/4-8 Various Equipment & Amenities for Parks & Playgrounds"*

*Please respond no later than December 15, 2017.*

*Please make sure the signature line on your email has your vendor name.*

*Note for the future: This is the last renewal of this existing bid. Your company will have the option to re-bid after it expires – February 11, 2019. "*

*If you do not want to renew, kindly email me back stating that you "Do not want to be included in the renewal of Bid No 13/14-8 that expires on February 11, 2018.*

*We are extending your reply until December 22, 2017.*

*Thank you!*

Lynn A. Higgs

[lynn.higgs@claycountygov.com](mailto:lynn.higgs@claycountygov.com)

Division of Parks and Recreation

477 Houston Street (Physical, 2<sup>nd</sup> Floor)

P.O. Box 1366 (Mailing)

Green Cove Springs, Florida 32043

Phone: (904) 284-6378 Opt. 1

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## Lynn Higgs

---

**From:** Glenn Garcia <Glenn@nofault.com>  
**Sent:** Thursday, December 21, 2017 5:17 PM  
**To:** Lynn Higgs  
**Cc:** David Brantley; Summer DeRogers  
**Subject:** RE: Third Reminder - Clay County, Florida

*Reference Clay County Bid No 13/14-8*

No Fault Sport Group agrees to the same percentage discount, terms, and conditions stated in Clay County Bid No. 13/4-8 Various Equipment & Amenity.

Thank you,

*Merry Christmas!*

**Glenn Garcia**  
No Fault Sport Group, LLC  
OFFICE: 225.215.7760  
DIRECT: 754-218-5410  
MOBILE: 954-200-4839  
[www.nofault.com](http://www.nofault.com)



---

**From:** David Brantley  
**Sent:** Thursday, December 21, 2017 4:35 PM  
**To:** Summer DeRogers <summer@nofault.com>; Glenn Garcia <Glenn@nofault.com>  
**Subject:** Fwd: Third Reminder - Clay County, Florida

Sent from my iPhone

Begin forwarded message:

**From:** Lynn Higgs <Lynn.Higgs@claycountygov.com>  
**Date:** December 21, 2017 at 3:18:26 PM CST  
**To:** "tricia@repservices.com" <tricia@repservices.com>, Leigh Anne Giles <leighannegiles@sitehorizons.org>, Catherine Thomas <Catherine@nofault.com>, "regalcontractorsinc@gmail.com" <regalcontractorsinc@gmail.com>  
**Subject:** Third Reminder - Clay County, Florida

*Good Afternoon,*

*We have not heard from you concerning the email that we sent to you on December 6<sup>th</sup> and December 17<sup>th</sup>, which is copied and pasted here:*

*"We are requesting a response from you for the final renewal Clay County Bid No 13/14-8, which expires on February 11, 2018.*

*If you would like to renew, please email me back stating that "es for Parks & Playgrounds"*

*Please respond no later than December 15, 2017. you agree to the same percentage discount, terms, and conditions stated in Clay County Bid No. 13/4-8 Various Equipment & Amenity*

*Please make sure the signature line on your email has your vendor name.*

*Note for the future: This is the last renewal of this existing bid. Your company will have the option to re-bid after it expires – February 11, 2019. "*

*If you do not want to renew, kindly email me back stating that you "Do not want to be included in the renewal of Bid No 13/14-8 that expires on February 11, 2018.*

*We are extending your reply until December 22, 2017.*

*Thank you!*

*Lynn A. Higgs*

*lynn.higgs@claycountygov.com*

*Division of Parks and Recreation*

*477 Houston Street (Physical, 2<sup>nd</sup> Floor)*

*P.O. Box 1366 (Mailing)*

*Green Cove Springs, Florida 32043*

*Phone: (904) 284-6378 Opt. 1*

*Fax: (904) 284-9780*

Office Hours: 8:00 a.m. to 4:30 p.m.

*"To LIVE is an awfully BIG adventure"*

Thank you!

Lynn A. Higgs

[lynn.higgs@claycountygov.com](mailto:lynn.higgs@claycountygov.com)

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## Lynn Higgs

---

**From:** sam.greenfieldsp@gmail.com on behalf of Sam Mendelsohn  
<Sam@greenfieldsfitness.com>  
**Sent:** Wednesday, December 06, 2017 11:02 AM  
**To:** Lynn Higgs  
**Cc:** jeffd@greenfieldsfitness.com; Allison@greenfieldsfitness.com;  
Sabina@greenfieldsfitness.com  
**Subject:** Re: Renewal of Clay County Bid No 13/14-8 - Response needed by 12/15/17

Hello Lynn

YES.

Greenfields Outdoor Fitness agree to the same percentage discount, terms, and conditions stated in Clay County Bid No. 13/4-8 Various Equipment & Amenities for Parks & Playgrounds to be extended until Feb 2019

Please confirm receipt

**Sam Mendelsohn**

**Greenfields**

Outdoor Fitness, Inc

[www.greenfieldsfitness.com](http://www.greenfieldsfitness.com)

T: 888.315.9037

F: 866.308.9719

C: 949.285.6961

E: [Sam@GreenfieldsFitness.com](mailto:Sam@GreenfieldsFitness.com)

On Wed, Dec 6, 2017 at 7:59 AM, Lynn Higgs <[Lynn.Higgs@claycountygov.com](mailto:Lynn.Higgs@claycountygov.com)> wrote:

*Good Morning,*

*We are requesting a response from you for the final renewal Clay County Bid No 13/14-8, which expires on February 11, 2018.*

*If you would like to renew, please email me back stating that "you agree to the same percentage discount, terms, and conditions stated in Clay County Bid No. 13/4-8 Various Equipment & Amenities for Parks & Playgrounds"*

*Please respond no later than December 15, 2017.*

*Please make sure the signature line on your email has your vendor name.*

*Note for the future: This is the last renewal of this existing bid. Your company will have the option to re-bid after it expires – February 11, 2019.*

*If you received this email in error, please ignore it.*

*Thank you!*

*Lynn A. Higgs*

*lynn.higgs@claycountygov.com*

*Division of Parks and Recreation*

*477 Houston Street (Physical, 2<sup>nd</sup> Floor)*

*P.O. Box 1366 (Mailing)*

*Green Cove Springs, Florida 32043*

*Phone: (904) 284-6378 Opt. 1*

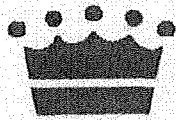
*Fax: (904) 284-9780*

*Office Hours: 8:00 a.m. to 4:30 p.m.*

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# Regal Contractors, Inc.

December 15, 2017

Clay County  
4th Floor  
477 Houston Street  
Green Cove Springs, FL. 32043

To Whom It May Concern:

Regal Contractors Inc. agrees to the same percentage discount, terms, and conditions stated in Clay County Bid No. 13/4-8 Various Equipment and Amenities for Parks and Playgrounds.

It is our agreement to participate in this final renewal of Clay County Bid No. 13/4-8 for one more year, ending on February 11, 2019

Regards,

Paul L. Martin CPSI, RISC  
President

## Lynn Higgs

---

**From:** Bleachers <bleachers@gulfcoastsportsfl.com>  
**Sent:** Sunday, December 17, 2017 10:43 PM  
**To:** Lynn Higgs  
**Subject:** Re: Second Request-Clay County, Florida

Hi Lynn! Please confirm you received this email.

**"Gulf Coast Sports LLC agrees to the same percentage discount, terms, and conditions stated in Clay County Bid No. 13/4-8 Various Equipment & Amenities for Parks & Playgrounds".**

**Check out our Highway Hydraulic Bleachers by clicking below!**  
**Hydraulic Bleachers**

Regards,  
Ashley Ackerman  
President of Sales  
Gulf Coast Sports LLC  
855-827-1386  
bleachers@gulfcoastsportsfl.com  
www.gulfcoastsportsfl.com

----- On Sun, 17 Dec 2017 11:01:44 -0500 Lynn Higgs<Lynn.Higgs@claycountygov.com> wrote -----

*Good Morning,*

*We have not heard from you concerning the email that we sent to you on December 6<sup>th</sup>, which is copied and pasted here:*

*"We are requesting a response from you for the final renewal Clay County Bid No 13/14-8, which expires on February 11, 2018.*

*If you would like to renew, please email me back stating that "you agree to the same percentage discount, terms, and conditions stated in Clay County Bid No. 13/4-8 Various Equipment & Amenities for Parks & Playgrounds"*

*Please respond no later than December 15, 2017.*

*Please make sure the signature line on your email has your vendor name.*

*Note for the future: This is the last renewal of this existing bid. Your company will have the option to re-bid after it expires – February 11, 2019. "*

*If you do not want to renew, kindly email me back stating that you "Do not want to be included in the renewal of Bid No 13/14-8 that expires on February 11, 2018.*

*We are extending your reply until December 22, 2017.*

*Thank you!*

*Lynn A. Higgs*

*[lynn.higgs@claycountygov.com](mailto:lynn.higgs@claycountygov.com)*

*Division of Parks and Recreation*

*477 Houston Street (Physical, 2<sup>nd</sup> Floor)*

*P.O. Box 1366 (Mailing)*

*Green Cove Springs, Florida 32043*

*Phone: (904) 284-6378 Opt. 1*

*Fax: (904) 284-9780*

*Office Hours: 8:00 a.m. to 4:30 p.m.*

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## Lynn Higgs

---

**From:** DeWitt Gibbs <dewitt@blissproducts.com>  
**Sent:** Wednesday, December 06, 2017 3:12 PM  
**To:** Lynn Higgs  
**Cc:** Donna Moore; Gregg Bliss; Heather Smith  
**Subject:** RE: Renewal of Clay County Bid No 13/14-8 - Response needed by 12/15/17

Hi Lynn,

*We, Bliss Products & Services, Inc., agree to the same percentage discount, terms, and conditions stated in Clay County Bid No. 13/4-8 Various Equipment & Amenities for Parks & Playgrounds for the final renewal which expires on February 11, 2018."*

Please verify you received this notice.

Thank you,

*DeWitt Gibbs*

Bliss Products & Services, Inc.  
14493 Denton Rd.  
Jacksonville, Florida 32226  
(904) 219-7760  
dewitt@blissproducts.com



---

**From:** Lynn Higgs [mailto:Lynn.Higgs@claycountygov.com]  
**Sent:** Wednesday, December 6, 2017 11:00 AM  
**To:** Lynn Higgs <Lynn.Higgs@claycountygov.com>  
**Cc:** Gary Gleim <GGleim@arcflorida.com>; trivers@repservices.com; terry@southernrecreation.com; ryanr@playmoreonline.com; Jeff Durgan <jeff@durganrecreation.com>; Leigh Anne Giles <leighannegiles@sitehorizons.org>; Haab, Glenn <ghaab@totturf.com>; Faye Najjar <fnajar@recycledplasticfactory.com>; Catherine Thomas <Catherine@nofault.com>; allison@greenfieldsfitness.com; martint5@comcast.net; Bleachers <bleachers@gulfcoastsportsfl.com>; DeWitt Gibbs <dewitt@blissproducts.com>; support@sunguard.net; wegator@tampabay.rr.com; Green, JoEllen <joelleng@gametime.com>; Mary Langley <marylangley3@gmail.com>; Jonathan Knisley <Jonathan@mgclighting.com>; amanda.mcgraw@musco.com; Danielle Cibello <Danielle@apollosunguard.com>; Amber Schulte <amber.schulte@musco.com>; Jeff Durgan <jeff@durganrecreation.com>; PBickham@arcflorida.com; mrecfla@tampabay.rr.com; terry@southernrecreation.com; tricia@repservices.com; luker@playmoreonline.com; Jonathan Knisley <Jonathan@mgclighting.com>  
**Subject:** Renewal of Clay County Bid No 13/14-8 - Response needed by 12/15/17  
**Importance:** High

*Good Morning,*

We are requesting a response from you for the final renewal Clay County Bid No 13/14-8, which expires on February 11, 2018.

If you would like to renew, please email me back stating that "you agree to the same percentage discount, terms, and conditions stated in Clay County Bid No. 13/4-8 Various Equipment & Amenities for Parks & Playgrounds"

Please respond no later than December 15, 2017.

Please make sure the signature line on your email has your vendor name.

Note for the future: This is the last renewal of this existing bid. Your company will have the option to re-bid after it expires – February 11, 2019.

If you received this email in error, please ignore it.

Thank you!

Lynn A. Higgs

[lynn.higgs@claycountygov.com](mailto:lynn.higgs@claycountygov.com)

Division of Parks and Recreation

477 Houston Street (Physical, 2<sup>nd</sup> Floor)

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## Lynn Higgs

---

**From:** Danielle Cibello <Danielle@apollosunguard.com>  
**Sent:** Wednesday, December 06, 2017 11:26 AM  
**To:** Lynn Higgs  
**Subject:** RE: Renewal of Clay County Bid No 13/14-8 - Response needed by 12/15/17

**Importance:** High

Hi Lynn,

Apollo Sunguard Systems, Inc. agrees to the same percentage discount, terms, and conditions stated in Clay County Bid No. 13/4-8 Various Equipment & Amenities for Parks & Playgrounds.

Please confirm receipt/acknowledgement of this email.

Thanks,

**Danielle Cibello** | Vice President of Sales



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4487 A Ashton Road | Sarasota, FL 34233 | P: 941-925-3000 | 800-319-1010



[WWW.APOLLOSUNGUARD.COM](http://WWW.APOLLOSUNGUARD.COM)

---

**From:** Lynn Higgs [mailto:Lynn.Higgs@claycountygov.com]  
**Sent:** Wednesday, December 06, 2017 11:00 AM  
**To:** Lynn Higgs  
**Cc:** Gary Gleim; trivers@repservices.com; terry@southernrecreation.com; ryanr@playmoreonline.com; Jeff Durgan; Leigh Anne Giles; Haab, Glenn; Faye Najar; Catherine Thomas; allison@greenfieldsfitness.com; martint5@comcast.net; Bleachers; dewitt@blissproducts.com; Danielle Cibello; wegator@tampabay.rr.com; Green, JoEllen; Mary Langley; Jonathan Knisley; amanda.mcgraw@musco.com; Danielle Cibello; Amber Schulte; Jeff Durgan; PBickham@arcflorida.com; mrecfla@tampabay.rr.com; terry@southernrecreation.com; tricia@repservices.com; luker@playmoreonline.com; Jonathan Knisley  
**Subject:** Renewal of Clay County Bid No 13/14-8 - Response needed by 12/15/17  
**Importance:** High

*Good Morning,*

*We are requesting a response from you for the final renewal Clay County Bid No 13/14-8, which expires on February 11, 2018.*

## Lynn Higgs

---

**From:** MREC <mrecfla@tampabay.rr.com>  
**Sent:** Wednesday, December 06, 2017 12:07 PM  
**To:** Lynn Higgs  
**Subject:** Re: Renewal of Clay County Bid No 13/14-8 - Response needed by 12/15/17

Dear Lynn,

We agree to the same percentage discount, terms, and conditions stated in Clay County Bid No. 13/4-8 Various Equipment & Amenities for Parks & Playgrounds"

Susan Miller  
Miller Recreation Equipment & Design, Inc  
2017 91st Street NW  
Bradenton, FL 34209

On Dec 6, 2017, at 10:59 AM, Lynn Higgs <[Lynn.Higgs@claycountygov.com](mailto:Lynn.Higgs@claycountygov.com)> wrote:

*Good Morning,*

*We are requesting a response from you for the final renewal Clay County Bid No 13/14-8, which expires on February 11, 2018.*

*If you would like to renew, please email me back stating that "you agree to the same percentage discount, terms, and conditions stated in Clay County Bid No. 13/4-8 Various Equipment & Amenities for Parks & Playgrounds"*

*Please respond no later than December 15, 2017.*

*Please make sure the signature line on your email has your vendor name.*

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*If you received this email in error, please ignore it.*

*Thank you!*

Lynn A. Higgs  
[lynn.higgs@claycountygov.com](mailto:lynn.higgs@claycountygov.com)  
Division of Parks and Recreation  
477 Houston Street (Physical, 2<sup>nd</sup> Floor)  
P.O. Box 1366 (Mailing)

Green Cove Springs, Florida 32043

Phone: (904) 284-6378 Opt. 1

Fax: (904) 284-9780

Office Hours: 8:00 a.m. to 4:30 p.m.

*"To LIVE is an awfully BIG adventure"*

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## Lynn Higgs

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**From:** Green, JoEllen <joelleng@gametime.com>  
**Sent:** Wednesday, December 06, 2017 1:32 PM  
**To:** Lynn Higgs  
**Subject:** RE: Renewal of Clay County Bid No 13/14-8 - Response needed by 12/15/17

Ms. Higgs

GameTime would very much like to renew on the Clay County Bid No 13/14-8. We agree to the same percentage discount, terms and conditions stated in Clay County Bid no. 13/4-8 Various Equipment I& Amenities for Parks and Playgrounds.

Thank you for the opportunity.

**JoEllen Green**

Bids & Contracts Administrator  
Dominica Recreation Products/GameTime  
800-432-0162 ext. 109  
[joelleng@gametime.com](mailto:joelleng@gametime.com)



---

**From:** Lynn Higgs [mailto:Lynn.Higgs@claycountygov.com]  
**Sent:** Wednesday, December 6, 2017 11:00 AM  
**To:** Lynn Higgs <Lynn.Higgs@claycountygov.com>  
**Cc:** Gary Gleim <GGleim@arcflorida.com>; trivers@repsservices.com; terry@southernrecreation.com; ryanr@playmoreonline.com; Jeff Durgan <jeff@durganrecreation.com>; Leigh Anne Giles <leighannegiles@sitehorizons.org>; Haab, Glenn <ghaab@totturf.com>; Faye Najar <fnajar@recycledplasticfactory.com>; Catherine Thomas <Catherine@nofault.com>; allison@greenfieldsfitness.com; martint5@comcast.net; Bleachers <bleachers@gulfcoastsportsfl.com>; Gibbs, DeWitt - Bliss <dewitt@blissproducts.com>; support@sunguard.net; wegator@tampabay.rr.com; Green, JoEllen <joelleng@gametime.com>; Mary Langley <marylangley3@gmail.com>; Jonathan Knisley <Jonathan@mgclighting.com>; amanda.mcgraw@musco.com; Danielle Cibello <Danielle@apollosunguard.com>; Amber Schulte <amber.schulte@musco.com>; Jeff Durgan <jeff@durganrecreation.com>; PBickham@arcflorida.com; mrecfla@tampabay.rr.com; terry@southernrecreation.com; tricia@repsservices.com; luker@playmoreonline.com; Jonathan Knisley <Jonathan@mgclighting.com>  
**Subject:** Renewal of Clay County Bid No 13/14-8 - Response needed by 12/15/17  
**Importance:** High

*Good Morning,*

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[lynn.higgs@claycountygov.com](mailto:lynn.higgs@claycountygov.com)

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The contents of this message and any attachments are proprietary, confidential and/or legally privileged, and are intended solely for the use of the person(s) intended to receive this message. If you are not the intended recipient, then please be aware that any use of this message (including any copying, archiving, dissemination or distribution of this message) is strictly prohibited. If you have received this message in error, please notify the sender, delete this message and any attachments and destroy all records and copies of it. Thank you.

## Lynn Higgs

---

**From:** Mary Langley <marylangley3@gmail.com>  
**Sent:** Wednesday, December 06, 2017 11:04 AM  
**To:** Lynn Higgs  
**Subject:** Re: Renewal of Clay County Bid No 13/14-8 - Response needed by 12/15/17

Hi Lynn,

I agree to the same percentage discount, terms, and conditions stated in Clay County Bid No. 13/4-8 Various Equipment & Amenities for Parks & Playgrounds"

Feel Free to contact me with any questions.

Please use [MARYLANGLEY3@gmail.com](mailto:MARYLANGLEY3@gmail.com) e-mail address.

Thank you  
Mary Langley

### Site Horizons

#### MWBE CERTIFIED

13750 West Colonial Drive, Suite 350-134, Winter Garden, FL 34787

PH: 407-947-6318, FAX: 407-614-4313 E-mail: [marylangley3@gmail.com](mailto:marylangley3@gmail.com)

[www.sitehorizons.org](http://www.sitehorizons.org)



On Wed, Dec 6, 2017 at 10:59 AM, Lynn Higgs <[Lynn.Higgs@claycountygov.com](mailto:Lynn.Higgs@claycountygov.com)> wrote:

*Good Morning,*

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*Thank you!*

*Lynn A. Higgs*

*[lynn.higgs@claycountygov.com](mailto:lynn.higgs@claycountygov.com)*

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## Lynn Higgs

---

**From:** Jonathan Knisley <jonathan@mgclighting.com>  
**Sent:** Wednesday, December 06, 2017 11:11 AM  
**To:** Lynn Higgs  
**Subject:** RE: Renewal of Clay County Bid No 13/14-8 - Response needed by 12/15/17

M. Gay Constructors, Inc. agrees to renew the contract at the same percentage discount, terms, and conditions stated in Clay County Bid No. 13/4-8 Various Equipment & Amenities for Parks & Playgrounds

Jonathan Knisley  
M. Gay Constructors, Inc.  
904-714-4001

---

**From:** Lynn Higgs [mailto:Lynn.Higgs@claycountygov.com]  
**Sent:** Wednesday, December 6, 2017 11:00 AM  
**To:** Lynn Higgs <Lynn.Higgs@claycountygov.com>  
**Cc:** Gary Gleim <GGleim@arcflorida.com>; trivers@repservices.com; terry@southernrecreation.com; ryanr@playmoreonline.com; Jeff Durgan <jeff@durganrecreation.com>; Leigh Anne Giles <leighannegiles@sitehorizons.org>; Haab, Glenn <ghaab@totturf.com>; Faye Najjar <fnajar@recycledplasticfactory.com>; Catherine Thomas <Catherine@nofault.com>; allison@greenfieldsfitness.com; martint5@comcast.net; Bleachers <bleachers@gulfcoastsportsfl.com>; dewitt@blissproducts.com; support@sunguard.net; wegator@tampabay.rr.com; Green, JoEllen <joelleng@gametime.com>; Mary Langley <marylangley3@gmail.com>; Jonathan Knisley <jonathan@mgclighting.com>; amanda.mcgraw@musco.com; Danielle Cibello <Danielle@apollosunguard.com>; Amber Schulte <amber.schulte@musco.com>; Jeff Durgan <jeff@durganrecreation.com>; PBickham@arcflorida.com; mrecfla@tampabay.rr.com; terry@southernrecreation.com; tricia@repservices.com; luker@playmoreonline.com; Jonathan Knisley <jonathan@mgclighting.com>  
**Subject:** Renewal of Clay County Bid No 13/14-8 - Response needed by 12/15/17  
**Importance:** High

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*Thank you!*

Lynn A. Higgs

[lynn.higgs@claycountygov.com](mailto:lynn.higgs@claycountygov.com)

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## Lynn Higgs

---

**From:** Amanda Hudnut <amanda.hudnut@musco.com>  
**Sent:** Friday, December 15, 2017 9:45 AM  
**To:** Lynn Higgs  
**Cc:** Ryan Tighe  
**Subject:** Re: Renewal of Clay County Bid No 13/14-8 - Response needed by 12/15/17

Musco Sports Lighting, LLC agrees to the same percentage discount, terms, and conditions stated in Clay County Bid No. 13/4-8 Various Equipment & Amenities for Parks & Playgrounds

Thank you,  
Amanda M. Hudnut  
Funding Resource Specialist  
Musco Sports Lighting, LLC

Phone: 1-800-825-6030



Lighting... We Make it Happen®

----- Original Message -----

**From:** Amanda McGraw  
**Lynn Higgs** <Lynn.Higgs@claycountygov.com>  
**Wed, Dec 06, 2017 10:03:25 AM**  
**Subject:** Fwd: Renewal of Clay County Bid No 13/14-8 - Response needed by 12/15/17  
**To:** Cynde Gillispie View in Browser

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**From:** Lynn Higgs <Lynn.Higgs@claycountygov.com> **Wed, Dec 06, 2017 9:59:34 AM**  
**Subject:** Renewal of Clay County Bid No 13/14-8 - Response needed by 12/15/17

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[lynn.higgs@claycountygov.com](mailto:lynn.higgs@claycountygov.com)

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**PRICE AGREEMENT CONTRACT FOR VARIOUS EQUIPMENT AND AMENITIES  
FOR PARKS & PLAYGROUNDS**

**Bid #13/14-8**

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<b><u>Advanced Rec. Concepts</u></b>  <b>(321) 775-0600</b>	Litchfield	Pavilions & Structures	3%	35%	Yes	Yes
	Highland Products	Site Furnishings	3%	35%	Yes	Yes
	R3 Recycled Play Structures	Playground Equip.	3%	35%	Yes	Yes
	Skyspan Structures	Shade Structures	3%	35%	Yes	Yes
	Zeager Playground Surfacing	Rubber surfacing	5%	NA	Yes	Yes
	Bolling Forest Products	Wood Mulch	\$55 cu. yd.	NA	Yes	Yes
	Innovative Wood Mulch	Wood Mulch	\$55 cu. yd.	NA	Yes	Yes
	Water Splash	Water Play Equip.	3%	NA	Yes	Yes
	BCI Burke	Playground Equip.	5%	35%	Yes	Yes
	Berliner Seilfabrik – Urban Designs	Cable Climbing Playground Equip.	3%	40%	Yes	Yes
	Playcraft by Krauss Craft/Exercraft	Playground & Fitness Equip.	3%	35%	Yes	Yes
	Superior International	Playground Equip.	3%	35%	Yes	Yes
	Paris/Ramparts	Fitness Equip.	3%	35%	Yes	Yes
	Sports Rock (Park Pets)	Rocks shaped like animals for climbing	3%	50%	Yes	Yes

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<b><u>Advanced Rec. Concepts (cont.)</u></b>	Rubber Designs By Rainbow Turf Prod.	Playground surfacing	5%		Yes	Yes
	Nationwide Turf	Synthetic Turf	5%	NA	Yes	Yes
	Polysoft	Playground surfacing	5%	NA	Yes	Yes
	Bison	Sporting Equip.	3%	40%	Yes	Yes
	Kay Park	Park Amenities	3%	40%	Yes	Yes
	Ultra Play	Park Furniture	3%	40%	Yes	Yes
	Freenotes Harmony Park	Musical Amenities	3%	35%	Yes	Yes
	Webcoat	Tables & Benches	3%	40%	Yes	Yes
	GT Grandstands	Bleachers	3%	40%	Yes	Yes
	Ball Fabrics	Shade Structures	3%	35%	Yes	Yes
	Cedar Forest Products	Wooden Shade Structures	3%	35%	Yes	Yes
	Playspace Services, Inc.	Installer				
<b><u>REP Services, Inc.</u></b>  <b>(407) 831-9658, ext. 230</b>	Landscape Structures	Playground Equip.	2%	45%	Yes	Yes
	Porter/Poligon	Shade Structures	2%	53%	Yes	Yes
	DuMor, Inc.	Park Amenities	2%	40%	Yes	Yes
	Anova	Park Amenities	2%	40%	Yes	Yes
	USA Shade, Inc.	Shade Structure	2%	60%	Yes	Yes

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<b><u>REP Services,</u></b> <b><u>(cont.)</u></b>	ForeverLawn	Grass for safe-play areas	5%	Installation included in price per SF	Yes	Yes
	Vitriturf/Hanover, Inc.	Poured in place surfacing	2%	Installation included in price per SF	Yes	Yes
	Irvine Wood Recovery	Playground mulch	5%	99%	Yes	Yes
	Sof Surfaces	Tile for safe play areas	5%	33%	Yes	Yes
	Tot Turf	Poured in place surfacing	2%	Installation Included in price per SF	Yes	Yes
<b><u>Southern Recreation, Inc.</u></b>  <b>(904) 387-4390</b> <b>(904) 545-9870</b> <b>(c)</b>	Playland	Playground equip.; park amenities; shade structures	15%	28%	Yes	Yes
	SportsPlay	Playground equip.; shade structures	10%	28%	Yes	Yes
	Jaypro	Sports equip.	10%	28%	Yes	Yes
	Kay Park	Bleachers; park amenities	10%	28%	Yes	Yes
	Webcoat	Park amenities & shade structures	10%	28%	Yes	Yes
	Ultra Play	Playground equip.	10%	28%	Yes	Yes
	Ultra Site	Pet Park equip. & Park amenities	10%	28%	Yes	Yes
	Sitescapes	Park amenities	10%	28%	Yes	Yes
	Litchfield (SSI Structures)	Park amenities	10%	28%	Yes	Yes
	Superior Shade	Shade structures	10%	28%	Yes	Yes
	Zeager Wood Carpet	Playground surfacing	10%	28%	Yes	Yes
	Murdock	Water fountains	10%	NA	Yes	Yes

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<b><u>Southern Recreation, Inc.</u></b> <b><u>(cont.)</u></b>	Portable Scoreboards	Scoreboards	10%	Varies with project	Yes	Yes
<b><u>Playmore West, Inc.</u></b> <b><u>(329) 791-2400</u></b>	Playworld Systems	Playground Equip.	5%	30%	Yes	Yes
	Zeager	Playground surfacing	5%	75%	Yes	Yes
	X Grass	Synthetic turf	5%	Included	Yes	Yes
	Child Safe	Poured in place safety surface	5%	Included	Yes	Yes
	Shade Systems	Shade structures	5%	60%	Yes	Yes
	Classic Recreation	Shade structures & small RR bldgs.	5%	60%		
<b><u>J Durgan Assoc., Inc.</u></b> <b><u>(561) 654-9708</u></b>	Regal Contractors, Inc.	Installer				
	Greenfield Outdoor Fitness	Exercise equip. & h/c playground equip.	2%	-0-	Yes	Yes
	Apollo Sunguard	Shade structures	5%	-0-	Yes	Yes
	Henderson Recreation	Playground equip.	10%	-0-	Yes	Yes
	Everguard	Poured in place safety surface	-0-	-0-	No	Yes
<b><u>Victor Stanley, Inc.</u></b> <b><u>(407) 641-0241</u></b> <b><u>(407) 637-9385</u></b>	Victor Stanley	Planters, trashcans, park amenities	5%	25%	Yes	Yes
<b><u>Robertson Industries, Inc.</u></b> <b><u>(954) 882-1366</u></b>	Tot Turf	Poured in place safety surface	10%	Included	Yes	Yes
	Art of Flooring	Installer				

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<b><u>Recycled Plastic Factory, LLC</u></b> <b>(941) 473-1618</b>	Recycled Plastic Factory, LLC	Park amenities	23%	NA	Yes	Yes
<b><u>No Fault Sports Group, LLC</u></b> <b>(225) 215-7760</b>	No Fault Sports Group, LLC	Poured in place safety surface	10%			
	Playsafe Surfacing, LLC	Installer				
<b><u>Greenfields Outdoor Fitness, Inc.</u></b> <b>(888) 315-9037</b>	Greenfields Outdoor Fitness, Inc.	Exercise equip. & h/c playground equip.	2%	Varies	Yes	Yes
<b><u>Regal Contractors, Inc.</u></b> <b>(561) 906-7321</b>	Greenfield Outdoor Fitness, Inc.	Installer	NA	40%		
	Henderson Recreation Equip., LTD	Installer	NA	35%		
	Everguard Surfacing	Installer	NA	-0-		
	Apollo Sunguard	Installer	NA	80%		
	Landscape Structures, Inc.	Installer	NA	30%		
	Playworld Systems	Installer	NA	30%		
	PlaypowerLT/LittleTikes Commercial Farmington	Installer	NA	36%		
	Miracle Recreation Equip.	Installer	NA	32%		
	Shade Systems, Inc.	Installer	NA	80%		
<b><u>Gulf Coast Sports, LLC</u></b> <b>(855) 827-1386</b>	Gulf Coast Sports, LLC	Bleachers, Pressboxes & park amenities	5%	3%	No	Yes

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<b>Bliss Products &amp; Services, Inc.</b>  <b>(904) 210-7760</b>	ActionPlay	Safe play borders, swing parts, park amenities	5%	Priced per job	Yes	Yes
	American Mulch	Mulch	Priced per job	Priced per job	No	No
	Athletic Connection	Athletic equip.	5%	Priced per job	Yes	Yes
	Bark Park	Equip. for dog park	8%	35%	Yes	Yes
	Big Toys	Playground equip.	5%	35%	Yes	Yes
	BRP	Bleachers, park amenities	5%	Priced per job	Yes	Yes
	CemRock	Rock climbers	5%	Priced per job	No	No
	Childworks	Playground equip. & swing parts	5%	Priced per job	Yes	Yes
	Colorado Time Systems	Scoreboards	5%	Priced per job	Yes	Yes
	Compac Filtration	Equip. for water parks	5%	Priced per job	Yes	Yes
	Dero	Bicycle racks	5%	Priced per job	Yes	Yes
	Dura Play	Safety surfaces	5%	Priced per job	Yes	Yes
	DynaCushion	Safety surfaces	10%	Priced per job	No	No
	Dynamo	Sports & playground equip., rock climbing	10%	Priced per job	Yes	Yes
	Electro Mesh Scoreboard	Scoreboards	10%	Priced per job	No	No

	Elephant Play	Playground equip.	10%	35%	Yes	Yes
	Everguard	Poured in place safety surfaces	10%	Priced per job	No	No
Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<b><u>Bliss Products &amp; Services, Inc.,</u></b> <b><u>(cont.)</u></b>	Everlast Climbing	Wall Climbers	10%	Priced per job	Yes	Yes
	Fibar	ADA playground safety surfaces	10%	Priced per job	Yes	Yes
	Forestry Resources	Mulch/Lumber	5%	Priced per job	No	No
	Forte	Plastic timbers for safe-play area	5%	Priced per job	Yes	Yes
	Gared Sports	Netting, field equip., sports equip.	10%	Priced per job	Yes	Yes
	GT Grandstands	Bleachers	10%	Priced per job	Yes	Yes
	Innovative Mulching	Mulch	10%	Priced per job	No	No
	Jayhawk Plastics	Park furnishings	10%	Priced per job	Yes	Yes
	Jaypro Sports	Indoor & outdoor sports equip.	5%	Priced per job	Yes	Yes
	Jensen Swings	Repair parts for swings	5%	Priced per job	Yes	Yes
	Kay Park	Playground equip.	5%	Priced per job	No	No
	Madrax	Bicycle racks	5%	Priced per job	Yes	Yes
	Most Dependable Fountains	Water fountains	5%	Priced per job	Yes	Yes
	Murdock Fountains	Water fountains	5%	Priced per job	Yes	Yes
	National Recreation Systems	Bleachers	5%	Priced per job	Yes	Yes

	Outback Shelters	Shelters	10%	Priced per job	Yes	Yes
	Play and Park Structures	Playground equip.	10%	35%	Yes	Yes
	Play Guard	Safety surfaces	5%	Priced per job	No	No
Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<b><u>Bliss Products &amp; Services, Inc.,</u></b> <b><u>(cont.)</u></b>	Playmore	Playground Equip.	5%	35%	Yes	Yes
	Playsafe Surfacing	Safety surfacing	5%	Priced per job	No	No
	Playsafer	Rubber mulch & curbing	5%	Priced per job	Yes	Yes
	Pro Mats	Netting, padding, benches, equip.	5%	Priced per job	Yes	Yes
	Rubber Recycling	Recycled rubber for safe play areas	5%	Priced per job	No	No
	Sand Lock Sandbox	Sandboxes	5%	Priced per job	Yes	Yes
	Sandee Sod, Inc.	Sod	Priced per job	Priced per job	No	No
	Shade America	Shade Structures	10%	Priced per job	Yes	Yes
	Shaw Industries	Flooring/Carpet	5%	Priced per job	No	No
	Shelterscapes	Shelters(?)	5%	Priced per job	No	No
	Spectrum	ADA pool lifts & equipment	5%	Priced per job	Yes	Yes
	Spiral Court King	Court equipment	5%	Priced per job	No	No
	Spohn Ranch/Tru Ride	Skate ramps	5%	Priced per job	Yes	Yes
	Sportsplay	Playground equip., shelters, park amenities	5%	Priced per job	Yes	Yes

	Stewart Tennis Courts	Tennis Courts	Priced per job	Priced per job	No	No
	Structural Wood Systems	Lumber	5%	Priced per job	No	No
	Suwannee Lumber	Lumber	5%	Priced per job	No	No
	Tennis Unlimited	Tennis netting	5%	Priced per job	No	No
Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<b><u>Bliss Products &amp; Services, Inc.,</u></b> <b><u>(cont.)</u></b>	Terra Pad	Pads for fall zones	5%	Priced per job	Yes	Yes
	Terra Soft	Poured in place safety surface	5%	Priced per job	Yes	Yes
	Turf Evolution	Synthetic grass	5%	Priced per job	Yes	Yes
	Ultra Play	Toddlers play equip.	5%	Priced per job	Yes	Yes
	Ultra Site	Shade structures, bleachers, park amenities	5%	Priced per job	Yes	Yes
	Ultra Shade	Shade structures	5%	Priced per job	Yes	Yes
	Vortex Water Parks	Equip. for water parks	5%	Priced per job	Yes	Yes
	Webcoat	Plastic coated park amenities	5%	Priced per job	Yes	Yes
	Wood Mulch Products	Mulch	5%	Priced per job	No	No
	X-Grass	Synthetic Turf	5%	Priced per job	Yes	Yes
	Sandee Sod, Inc.	Installer				
	FunBuilders, Inc.	Installer				
	Chris Patton	Installer				

<b><u>Apollo Sunguard Systems, Inc.</u></b> <b>(941) 925-3000</b>	Apollo Sunguard	Shade Structures	8%	50%	Yes	Yes
	Cocozza Construction	Installer				
	Regal Contractors	Installer				
	A & W Specialty Contracting	Installer				
Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<b><u>Robertson Industries, Inc.</u></b> <b>(954) 882-1366</b>	TotTurf	Playground safety surfacing	10%	Included in MSRP discount	Yes	Yes
	Art of Flooring	Installer				
<b><u>Miller Recreation Equip. &amp; Design</u></b> <b>(941) 792-4580</b>	Miracle Recreation Equipment Co.	Playground Equip.	8% \$ 0 - \$4,999 12% \$5,000 - \$9,999 15% \$10,000 - \$17,999 18% \$18,000 - \$24,999 20% \$25,000 - above	23% \$0- \$9,999 25% \$10,000 - \$24,000 26% \$25,000 - above	Yes	Yes
	Foresite Designs	Park amenities	5%	32%	Yes	Yes
	Recycled Design	Recycled park amenities	5%	32%	Yes	Yes
	Forever Lawn	Synthetic Grass	5%	NA	Yes	Yes
	Shade Systems	Shade structures	5%	NA	Yes	Yes
	Bison Sports	Sports equip.	5%	32%	Yes	Yes
	Webcoat	Coated outdoor furniture	5%	32%	Yes	Yes

	No Fault	Safety surface, mulch, turf	5%	NA	No	No
	Douglas Industries	Sports equip.	5%	32%	Yes	Yes
	Playsafer	Rubber Mulch	5%	\$10 per cu. yd	Yes	Yes
	Kay Park	Bleacher, park amenities	5%	32%	Yes	Yes
Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<b><u>Miller Recreation Equip. &amp; Design (cont.)</u></b>	Murdock Fountain	Water fountains	5%	NA	Yes	Yes
	APS	Playground borders, repair parts	5%	25%	Yes	Yes
	Greenfield Outdoor Fitness	Outdoor fitness equip.	5%	30%	Yes	Yes
	Fibar	Playground safety surfacing	10%	\$10 per cu. yd.	Yes	Yes
	RCP Shelter	Covered shelters	5%	NA	Yes	Yes
	Coverworx	Prefabricated Structures	5%	NA	Yes	Yes
	Principle Recreation, Inc.	Installer				
	Playtime Installation	Installer				
	Ryan Fitzgerald Construction, Inc.	Installer				
<b><u>GameTime, Inc.</u> (800) 432-0162</b>	Gametime	Playground & fitness equip.	15%	25%	Yes	Yes
	UltraPlay	Playground equip.	10%	25%	Yes	Yes
	UltraSite	Park amenities	10%	25%	No	Yes

	GT Impax	Playground safety surfacing	5%	Varies	Yes	Yes
<b>Site Horizons</b> <b>(407) 641-0231</b> <b>(407) 637-9385</b>  <b>Distributor</b>	Zeager	Playground safety surfacing	5%	\$12 per cu. yd.	Yes	Yes
	Icon Shelter Systems	Shelters	5%	25%	Yes	Yes
	Icon Trail Series	Amenities for trails	5%	25%	Yes	Yes
	PW Athletic Mfg., LLC	Athletic equip. & park amenities	5%	25%	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<b>Site Horizons</b> <b>(cont.)</b>	Superior Shade, Inc.	Shade Structures	5%	30%	Yes	Yes
	Rainbow Rubber Safety Surfacing	Safety surfacing	5%	Included in price	Yes	Yes
	BCI, Burke Co.	Playground equip., surfacing, park amenities	5%	25%	Yes	Yes
	Wabash Valley	Park amenities	5%	25%	Yes	Yes
	Johnny Pitts Const.	Installer				
<b>M. Gay Constructors, Inc.</b>  <b>(904) 714-4001</b>	Musco Sports Lighting	Installer for sports lighting	Priced per project per sport	Priced per project per sport	NA	Yes
<b>Musco Sports Lighting, LLC</b>  <b>(800) 374-6402</b>	Musco Sports Lighting	Sports Lighting	Priced per project per sport	Priced per project per sport	NA	Yes

## BID TABULATION FORM

RFP: 13/14-8

Date: January 7, 2014

Proj: Various Equipment & Amenities for Parks and Playgrounds

Time Open: 1:08

Ad: Clay Today, November 28, 2013

Time Close: 2:20

This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

Bids to be evaluated based on evaluation criteria established in bid document

Bidder	Copies	W-9	Insurance	To Be Determined
1				
2 ROBERTSON INDUSTRIES INC	✓	✓	✓	✓
3 NO FAULT SPORT GROUP	✓	✓	✓	✓
4 RECYCLED PLASTIC FACTORY	✓	✓		✓
5 REGAL CONTRACTORS	✓	✓	✓	✓
6 GREENFIELDS OUTDOOR FITNESS, INC	✓	✓	✓	✓
7 M GAY CONSTRUCTORS	✓	✓	✓	✓
8 GULF COAST SPORTS LLC	✓	✓	✓	✓
9 PLAYMORE RECREATIONAL PRODUCTS	✓	✓	✓	✓
10 APOLLO SUNGUARD SYSTEMS INC	✓	✓		✓
11 J DURGAN & ASSOC	✓	✓	✓	✓
12 REP SERVICES INC	✓	✓	✓	✓
13 DRP - DOMINICA RECREATION PRODUCTS	✓	✓	✓	✓
14 MUSCO SPORTS LIGHTING LLC	✓	✓	✓	✓
15 MILLER RECREATION	✓	✓	✓	✓

Staff Assigned to tabulate bids and make recommendations:

Name Starling

Name

Program Coordinator

Title

**Recommendations:** Staff will review the bids and present a recommendation to the Budget/Finance Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document.

Bid Opening Witnessed By: Donna Fish  
(BCC)

Paul Starling  
Clerk

Kokkie Starling  
Department Representative

# BID TABULATION FORM

RFP: 13/14-8

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Bids to be evaluated based on evaluation criteria established in bid document.

Bidder	Copies	W-9	Insurance	To Be Determined
16 SOUTHERN RECREATION INC	✓	✓	✓	✓
17 SITE HORIZONS multi. submittal	✓	✓	✓	✓
18 BLISS PRODUCTS	✓	✓	✓	✓
19 ADVANCED RECREATIONAL CONCEPTS	✓	✓	✓	✓
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				

Staff Assigned to tabulate bids and make recommendations:

Karrie Starling  
Name

Program Coordinator  
Title

**Recommendations:** Staff will review the bids and present a recommendation to the Budget/Finance Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document.

Bid Opening Witnessed By: Donna Fish  
(BCC)

Paul Starling  
Clerk  
Karrie Starling  
Department Representative

**Bid Specifications for Price Agreement Contract**  
**RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds**  
**(As provided by Parks and Recreation Division)**

**SCOPE:**

The purpose of this bid invitation 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 of various equipment and amenities for parks and playgrounds as requested by the Clay County Division of Parks and Recreation. Additionally, this bid invitation shall also establish a firm, fixed percentage of manufacturer's and/or bidder's current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities for parks and playgrounds as requested by the Clay County Division of Parks and Recreation. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percentages shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in your bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder. This bid is also a means for qualifying vendors for Ball Park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid. The qualified vendor(s) providing the lowest responsive quote will be awarded the project.

**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.

**QUALIFICATION OF INSTALLERS:**

If a bidder utilizes a sub-contracted installer for any park or playground equipment, a list of sub-contracted installers must be included with their bid. Additionally, the bidder must supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer. Failure to complete this requirement of the bid proposal may result in the rejection of their bid.

**COMPLIANCE WITH SPECIFICATIONS:**

Bid only on items that meet specifications. Bid only a single offering for each bid item. Do not bid multiple offering or "alternates." All corrections will be initialed. Bid only new, unused material.

**CATALOGS AND MANUFACTURER SUGGESTED RETAIL PRICE (MSRP) LISTS:**

Each bidder shall submit with this bid, at no charge, two (2) sets of each current catalog/supply/product information price list as well as current MSRP list for each catalog submitted. All catalogs and/or MSRP lists shall clearly identify the bid number and the bidder's name, address and telephone number. At time of bid renewal, the vendor shall supply at no charge, two (2) sets of each then current catalog/supply/product information price list as well as current MSRP list for each catalog submitted.

### **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.

### **AWARD:**

Performance and payment bonds may be required for specific projects. This requirement is driven by the size and price of each particular job. Vendors will be required to meet this requirement before receiving a purchase order for the project. 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.

### **INVOICING:**

Invoices may be issued once supplies are shipped, delivered and/or installed to the county's satisfaction. At a minimum, invoices must include: Purchase Order Number, Item Number and Description, Date of Shipment, Quantity Ordered, Unit Price, Unit of Measure, and a total for all purchases. Standard payment terms are Net 45 days per the Local Government Prompt Payment Act.

### **TERMS OF CONTRACT:**

The term of bid award for various equipment and amenities for parks and playgrounds will be three (3) years, with two (2) one (1) year renewal options.

### **OTHER CONTRACTS:**

The County reserves the right to purchase foods, materials, services or supplies from any supplier who supplies such items under an existing active contract.

### **METHOD OF ORDERING:**

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

After generating a RFQ for a project, and before bidder's submission of its quotation in response to the RFQ, 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 RFQ must contain each of the following:

- A detailed breakdown of the cost for the entire project. Descriptions of additional services required, together with their price, shall also be listed.
- Names of any and all subcontractors on the project, together with their designated work and costs. 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 an RFQ 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.
- A date certain by which the project must be completed.

- 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 go outside the contract at lower prices.

#### **PROMOTIONAL PRICING:**

During the contract period, bidders will extend any pricing offered on a "promotional" basis from the manufacturer to the county. It will be the bidder's responsibility to monitor said items and report any that are or will be offered at lower prices.

#### **SUPERVISION:**

A bidder's job supervisor/representative will be on the work site at all times and be thoroughly knowledgeable of the materials, job requirements, plans, specifications and installation functions.

#### **JOB COMPLETION:**

Bidder/contractor/installer will be responsible for all materials received and signed for from date of order to completion of job installation.

Bidder/installer will be responsible for clean up and removal of all debris resulting in job completion, leaving work site in neat and orderly fashion at the end of each workday. Additionally, bidder/installer will be responsible for restoring the work site to its original condition at the completion of the project.

#### **RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:**

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

#### **VIOLATIONS/DEFAULT:**

In the event the awarded bidder(s) should violate any provisions of this bid, such bidder will be given written notice stating the deficiencies and given ten (10) days to correct deficiencies found. The County reserves the right to terminate any contract at any time due to any violation.

In the event the awarded bidder(s) should breach this contract, the County reserves the right to seek all remedies in law and/or in equity. Failure of an awarded bidder to adhere to completion dates defined by bidder and County may result in no further awards being made to such bidder under this Price Agreement Contract.

**GENERAL CONDITIONS:**

Signature on bid form verifies that the bidder is acquainted with the general conditions contained herein and will comply with all specifications, terms and conditions contained in this bid invitation.

**INSURANCE/WORKER'S COMPENSATION:**

The contractor shall take out and maintain during the life of this agreement, worker's compensation insurance for all of his employees connected with the work of this project and in case any work is sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the worker's compensation statute, the contractor shall provide, and cause each sub-contractor to provide, adequate insurance, satisfactory to the purchaser, for the protection of his employees not otherwise protected. The awarded vendor must submit a copy of an insurance certificate naming the County as an additional insured with the following verbiage placed on the certificate no later than ten (10) days after the award has been made. "Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interest may appear." Additional insurance requirements as listed on pages 9-10 apply.

**COOPERATIVE PURCHASES:**

This is a cooperative purchase contract. State law allows any government agency and any accredited school in the state to buy off this contract without going to bid, as long as it does not conflict with any of their local regulations.

## Cheryl Greiner

---

**From:** Donna Fish <Donna.Fish@claycountygov.com>  
**Sent:** Thursday, January 18, 2018 10:50 AM  
**To:** Cheryl Greiner  
**Subject:** RE: RFP 13/14-08

No, the Commissioners recommended at the Finance and Audit Committee meeting on January 16<sup>th</sup> to put the item on consent for the next board meeting. They did not refer to the full board for discussion. I do not see any problem with renewal. This will be the last renewal and it will have to be bid out again next year if our Parks/ Rec Department chooses to.

Thank you,

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

---

**From:** Cheryl Greiner [mailto:[cgreiner@cityofnorthport.com](mailto:cgreiner@cityofnorthport.com)]  
**Sent:** Thursday, January 18, 2018 10:40 AM  
**To:** Donna Fish <Donna.Fish@claycountygov.com>  
**Subject:** RE: RFP 13/14-08

Terrific!

Thank you Donna, do you foresee any challenges with your board approving the renewal?

Cheryl

---

**From:** Donna Fish [<mailto:Donna.Fish@claycountygov.com>]  
**Sent:** Thursday, January 18, 2018 10:38 AM  
**To:** Cheryl Greiner <[cgreiner@cityofnorthport.com](mailto:cgreiner@cityofnorthport.com)>  
**Subject:** RE: RFP 13/14-08

Cheryl,

The second renewal is going to our board for final approval on January 23<sup>rd</sup>. This was awarded as a percent discount off of list price. You will need to get catalogs and price sheets from the vendors that you use. Per the bid, you get quotes for the lighting projects that you do since they are all different. There is no contract for each vendor (use the discount list for backup). The first renewal is valid until 02/10/18. See attached bid documents. Let me know if you need anything else.

Thank you,

Donna Fish, Buyer 1

Clay County Purchasing Division  
P O Box 1366  
477 Houston Street  
Green Cove Springs, FL 32043  
PH: 904-278-3761  
Fax: 904-278-3728  
Email address: [donna.fish@claycountygov.com](mailto:donna.fish@claycountygov.com)

---

**From:** Cheryl Greiner [<mailto:cgreiner@cityofnorthport.com>]  
**Sent:** Thursday, January 18, 2018 10:23 AM  
**To:** Donna Fish <[Donna.Fish@claycountygov.com](mailto:Donna.Fish@claycountygov.com)>  
**Subject:** FW: RFP 13/14-08

Good Morning,

The City of North Port is interesting in utilizing the pricing negotiated through RFP 13/14-08 for the purchase and installation of sports lighting through Musco Sports Lighting.

Could you send me the RFP, tab sheets and award letters for RFP 13/14-08.

I appreciate your assistance, please let me know if you need additional information. For reference I have attached the Musco quote.

Thanks,

Cheryl

Cheryl Greiner  
Business Services Coordinator  
City of North Port  
4970 City Hall Blvd.  
North Port, FL 34286  
(941) 429-7113



E-mail messages sent or received by City of North Port officials and employees in connection with official City business are public records subject to disclosure under the Florida Public Records Act.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. The information contained in this email and/or attachment(s) may be confidential and intended solely for the use of the individual or entity to whom it is addressed. This email and/or attachment(s) may contain material that is privileged or protected from disclosure under applicable law. If you are not the intended recipient or the individual responsible for delivering to the intended recipient, please notify sender immediately by telephone to obtain instructions as to whether information in this email and/or attachment(s) is confidential and privileged or protected from disclosure under applicable law.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. The information contained in this email and/or attachment(s) may be confidential and intended solely for the use of the individual or entity to whom it is addressed. This email and/or attachment(s) may contain material that is privileged or protected from disclosure under applicable law. If you are not the intended recipient or the individual responsible for delivering to the intended recipient, please notify sender immediately by telephone to obtain instructions as to whether information in this email and/or attachment(s) is confidential and privileged or protected from disclosure under applicable law.

**BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA**

**NOTICE OF INTENT TO AWARD BID**

**RFP NO 13/14-8, Various Equipment and Amenities for Parks and Playgrounds**

In accordance with the provisions of Section 8.N of the Clay County Purchasing Policy, notice is hereby given and posted of the decision of the Board of County Commissioners of Clay County, Florida (hereinafter the "Board") with respect to RFP No. 13/14-8, Various Equipment and Amenities for Parks and Playgrounds. Responses to RFP No. 13/14-8 were opened on January 7, 2014. During its regular meeting on February 11, 2014, the Board rendered its decision to award RFP No 13/14-8 to multiple companies and this notice of intent to award bid is the official notification regarding said selection. The decision of the Board is final. Failure to file a protest within the time prescribed in Section 8.N of the Clay County Purchasing Policies shall constitute a waiver of proceedings under Section 8.N Bid Awards and Protests.

Stephanie C. Kopelousos  
County Manager

Date of Posting:

02/12/14

Date of Removal:

02/18/14

Time of Posting:

8:45 a.m.

Time of Removal:

8:55 a.m.

Initials:

D F

Initials:

DF



## **BOARD OF COUNTY COMMISSIONERS MEETING MINUTES**

January 24, 2017  
Administration Building,  
4th Floor, BCC Meeting Room, 477 Houston  
Street,  
Green Cove Springs, FL 32043  
2:00 PM

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### **CALL TO ORDER**

Chairman Bolla called the meeting to order at 2:01 p.m.

### **INVOCATION**

Commissioner Burney

### **PLEDGE**

Commissioner Hutchings

### **ROLL CALL**

**Present:** Commissioner District 2 Chairman Wayne Bolla  
Commissioner District 3 Vice-Chairman Diane Hutchings  
Commissioner District 1 Commissioner Mike Cella  
Commissioner District 4 Commissioner Buck Burney  
Commissioner District 5 Commissioner Gayward Hendry

**Absent:** None

**Staff Present:** County Manager S. C. Kopelousos  
County Attorney Courtney K. Grimm  
County Auditor Mike Price  
Chief Assistant County Attorney Fran Moss

### **ARTWORK**

Plantation Oaks Elementary

Jackie Slaybaugh, County Managers Office, presented Artwork from Plantation Oaks Elementary, where Emily Blevins is the Art Teacher. Art was provided by Jeriz Zamora - 2nd Grade, Lexi Miller - 4th Grade, Graecyn Wemple - 5th Grade, Mason Troughton -

Pre K, Dylan Mazerac - 3rd Grade, Summer VanWagenen - 2nd Grade, Sydney Ferrell - 3rd Grade, Coralynne Ferrer - 5th Grade, Liah Jane Leoncia - 2nd Grade, Christina Lopez - 5th Grade, Eleonara Shaaban - 2nd Grade, Sydney Ferrell - 3rd Grade, Madison Sass - 1st Grade, Brandon Lee - 4th Grade, Leah Walton - 4th Grade, Soraya Brewer - 5th Grade, Delaney Pritchard - 4th Grade, Kaya Berry - 5th Grade, and Ron Opalec - 2nd Grade.

## **PET ADOPTIONS**

Jackie Slaybaugh, County Managers Office, presented two dogs named Marino and Betty and two cats named Danika and Cleo.

## **SPECIAL STAFF RECOGNITION**

## **PRESENTATIONS**

## **PROCLAMATIONS/RESOLUTIONS**

### **1. Pat Mueller Resolution**

Commissioner Hendry presented the Resolution recognizing Pat Mueller for her tireless efforts to educate County citizens of its history.

After discussion, Vice-Chairman Hutchings moved, seconded by Chairman Bolla, and carried 5-0, to approve the Pat Mueller Resolution as presented.

## **APPROVAL OF MINUTES**

None

## **PUBLIC COMMENTS**

James Otto, 2908 Blanding Boulevard, Middleburg, Florida, expressed prayers to the victims of the recent Georgia storm, acknowledged the new Sheriff and how he was looking forward to him enforcing laws regarding a road near his property, spoke in opposition of a jail for children, commented on domestic violence, acknowledged Angela Corey's appointment at the Sheriffs Office and commented that he hoped his lawsuit can be resolved.

## **CONSENT AGENDA**

After discussion, Commissioner Cella moved, seconded by Vice-Chairman Hutchings, and carried 5-0, to approve the Consent Agenda as presented.

2. Satisfaction of Mortgage for Tiffany Bowen
3. Satisfaction of Mortgage for Gonzalez
4. Satisfaction of Mortgage for Stephanie Arias
5. Satisfaction of Mortgage for Leslie Edmond
6. Final Plat Acceptance for Recording The Preserve Estates  
Final plat acceptance for recording The Preserve Estates located at the end of Sandy Springs Drive.

**7. Finance & Audit Committee Business**

Approval of Finance & Audit Committee Minutes of January 17, 2017.

**8. Finance Business**

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

**OLD BUSINESS**

None

**PLANNING AND ZONING**

9. Final public hearing to consider an amendment to the Branan Field Land Development Regulations to revise the provisions for existing agricultural properties (PC Vote: 5-0 Approval)

The Branan Field Land Development Regulations (LDRs) provide general standards for parcels zoned for residential and nonresidential use prior to the adoption of the Branan Field Plan. The LDRs do not, however, address properties zoned for agricultural use prior to the adoption of the Plan. The attached ordinance will resolve this inconsistency.

Holly Parrish, Economic and Development Services Director, presented the item for

Board consideration.

Chairman Bolla opened the public hearing.

There being no one to speak to the item, Chairman Bolla closed the public hearing.

Commissioner Hendry moved, seconded by Commissioner Bolla, and carried 5-0, to approve the item as presented.

10. Final Public Hearing to consider adoption of CPA 2016-09 (PC Vote to Transmit: 6-0 Approval, BCC Vote to Transmit: 5-0 Approval)

Consider adoption of CPA 2016-09, Anderson Columbia, to amend land use from Agriculture and Industrial Park to Mining on 134.35 acres, located near Highlands and US 301, in Commission District 4, Mr. Burney.

Carolyn Morgan, Chief Planner, presented the item for Board consideration. The Planning Commission unanimously recommended approval and staff recommends approval.

Chairman Bolla opened the public hearing.

There being no one to speak to the item, Chairman Bolla closed the public hearing.

Commissioner Burney stated that he has not received any complaints.

Chairman Bolla commented that he was in favor as long as there is verbiage included to reclaim the property when the mining is complete.

Commissioner Cella stated that he had received concerns from some constituents regarding the reclamation of the property after the project is completed. As long as there are safeguards in place the County should be good to go.

County Manager Kopelousos commented that the dirt was being used for County road projects.

Commissioner Cella stated that his only concern is regaining the property after the project is complete.

Commissioner Burney commented that in the documentation they received states what will be done after the project is completed.

After discussion, Commissioner Burney moved, seconded by Commissioner Hendry, and carried 5-0, to approve the item as presented.

11. Final Public Hearing to Consider Application Z-16-15 AG to EX Anderson Columbia Mine (PC Vote: 5-0 Approval)

Public Hearing to Consider Application Z-16-15 AG to EX Anderson

Columbia Mine Located within the Highland Area of Clay County.

The Planning Commission voted 5-0 to recommend approval.

Carolyn Morgan, Chief Planner, presented the item for Board consideration.

Chairman Bolla opened the public hearing.

There being no one to speak to the item, Chairman Bolla closed the public hearing.

After discussion, Commissioner Burney moved, seconded by Vice-Chairman Hutchings, and carried 5-0, to approve the item as presented.

12. Public Hearing to Consider Transmittal of CPA 2016-11 (PC Vote: 5-0 Approval)

Consider transmittal of CPA 2016-11 to remove the Lake Asbury Greenbelt from property located at Sandridge and Feed Mill Roads, in Commission District 5, Mr. Hendry.

Carolyn Morgan, Chief Planner, presented the item for Board consideration. Staff recommends the removal of the Greenbelt designation. The Planning Commission unanimously recommended approval.

Chairman Bolla opened the public hearing.

Susan Fraser, SLF Consultant, 3517 Park Street, Jacksonville, Florida, requested the Board's consideration and was present for any questions.

Chairman Bolla closed the public hearing.

James Otto, 2908 Blanding Boulevard, Middleburg, Florida, asked if Sandridge Road would be impacted and how impact fees would affect the removal of the Greenbelt designation.

Commissioner Cella asked what the red half-circle was on the map.

Ms. Morgan explained that it represented the Village Circle designation.

After discussion, Commissioner Hendry moved, seconded by Vice-Chairman Hutchings, and carried 5-0, to approve the item as presented.

13. Consideration of Request to Withdraw CPA 2016-06

Applicant has requested CPA 2016-06, Drees Homes be withdrawn.

Carolyn Morgan, Chief Planner, presented the item for Board consideration.

After discussion, Commissioner Cella moved, seconded by Commissioner Hendry, and carried 5-0, to approve the item as presented.

Commissioner Cella asked why the item was withdrawn.

Ms. Morgan explained that the Planning Commission recommended that it not be approved. It was presented to this Board and they asked that it be postponed until they have heard comments from the school board. The school board has indicated that they are interested in pursuing a school and the application was withdrawn.

14. Consideration of Request to Withdraw CPA 2016-10

Applicant has requested CPA 2016-10, Prosser Inc., be withdrawn from the agenda.

15. Final Public Hearing to Consider adoption of Code Change 2016-05 (PC Vote: 5-0 Approval)

This is an application by staff to amend the Lake Asbury Master Plan Land Development Regulations Paragraph 6 relating to Village Centers to modify the size and location of commercial uses and to modify Paragraph 13 of Subsection C with regard to entrances to subdivisions.

Carolyn Morgan, Chief Planner, presented the item for Board consideration.

Small parcels that don't meet not suited – to develop and removed that language  
In the Village Center, we had language that said if your Village Center parcel wasn't at least 15 acres you had to develop commercial with either residential or office above. There are several small parcels that don't meet that 15 acres that have that Village Center land use that and they are not suited in their location on the road or in a way to develop with someone to have that new traditional design components. Language is being removed to state that the parcel has to be accessible by sidewalk.

In Subsection C with regard to entrances to subdivisions, this was discussed at a previous meeting and the District Commissioner asked that it be readdressed. It has to do with the fact that some developments are occurring in Lake Asbury and we don't have the Dashed Line Road funded that would support those developments and they are part of the access that would be planned for those developments. This language is if a dash-line road was meant to serve a development that we would allow a single access at this time while we continue to obtain a funding mechanism for the dash line roads.

Chairman Bolla asked if they were giving up the Dash Line Road.

Ms. Morgan stated that if a funding mechanism was not located, they could be removed from the map.

Chairman Bolla asked what would have to happen for that to occur.

Ms. Morgan explained that it is not specifically spelled out but could be pushed by a landowner.

Ms. Coyle commented that the Road Impact Fee Study has a Lake Asbury component that will assist in coming up with a funding mechanism for those roadways.

Vice-Chairman Hutchings commented that this would be a good compromise for the County until funding is in place and will allow property owners to move forward. It is a good partnership of government with business and were not giving up future accessibility in those APF roads.

Chairman Bolla opened the public hearing.

James Otto, 2908 Blanding Boulevard, Middleburg, Florida, Middleburg, Florida, commented on road issues, impact fees for widening roads and repairs. Spoke two meetings ago to slow things down, comments on conditions of County roads – spoke in favor of impact fees.

Susan Fraser, SLF Consultant, 3517 Park Street, Jacksonville, Florida, requested the Board's consideration and was present for any questions.

Chairman Bolla closed the public hearing.

After discussion, Commissioner Hendry moved, seconded by Vice-Chairman Hutchings, and carried 5-0, to approved the item as presented.

16. Final Public Hearing to Consider adoption of Code Change 2016-06 (PC Vote: 5-0 Approval)

Amend the Branan Field Master Plan Land Development Regulations, II. Residential Land Uses, 2. Master Planned Community to revise the Lot Size Variety requirements in the Village Zone and Suburban Zone.

Carolyn Morgan, Chief Planner, presented the item for Board consideration.

The Planning Commission voted unanimously to approve Code Change 2016-06. An amendment was made to the BF MPC to revise lot size variety in the Suburban Zone and the Board directed revised amendment to address lot size diversity in a manner that did not disperse the units within blocks, and not limit the diversity requirement to lots under 5,000 square feet.

Chairman Bolla opened the public hearing.

James Otto, 2908 Blanding Boulevard, Middleburg, Florida, spoke in favor of an impact fee and was against approval of this item. He commented that a lot of properties were being approved and they aren't paying impact fees.

Chairman Bolla closed the public hearing.

Commissioner Hendry asked what staff's recommendation was.

Ms. Morgan stated that staff recommended approval.

After discussion, Commissioner Cella moved, seconded by Commissioner Hendry, and carried 5-0, to approve the item as presented.

## **NEW BUSINESS**

### **17. SAFER Grant Application**

Approval to apply for the FY 2016 Staffing for Adequate Fire and Emergency Response (SAFER) Grant.

## **COUNTY MANAGER/CLERK OF THE BOARD**

### **18. Legislative Priorities**

County Manager Kopelousos presented a Project List of Legislative Priorities that included Transportation Projects for funding of the First Coast Expressway, the replacement of the Shands Bridge, and several additional road projects. Ms. Kopelousos asked that the Board for their support on those projects to get them through Legislature. Other projects on the list was the Clay County Health Department Building Replacement, the SWEAT Program and the Public Safety Training Center.

She explained that Senator Rob Bradley was the Vice Chairman of the Committee on Environmental Preservation and Conservation and the Appropriation Sub Committee on the Environmental Natural Resources and is in a good position to provide our County with funding opportunities for Camp Chowenwaw and the Black Creek/St. Johns River Public Access Improvements.

### **Commissioner Bolla asked if the bi-partisan .... for the elected Superintendent of Schools and the Public Defender, if this would be an opportunity to change it.**

Commissioner Cella stated that this was a controversial subject and he doesn't feel it should be place on the list and they should work with projects that are of interest to their community and seek their support.

County Manager Kopelousos stated that she would keep them informed of house and senate bills that are of interest to the County.

It was the general consensus of the Board for the County Manger to move forward with the Legislative Priorities presented.

RESSESSED AT 3:29 p.m.

RECONVENED AT 5:00 p.m.

## **COUNTY ATTORNEY**

## **TIME CERTAINS**

19. 5:00 PM or as soon thereafter - Final public hearing to consider an ordinance placing a temporary moratorium on medical marijuana treatment centers and licensed dispensing organizations (PC Vote: 5-0 Approval)

On November 8, 2016, Florida voters approved an amendment to the Florida Constitution titled "Use of Marijuana for Debilitating Medical Conditions" (Amendment 2). This amendment legalizes the medical use of marijuana and/or cannabis ("marijuana") throughout the State of Florida for individuals with debilitating medical conditions as determined by a licensed Florida physician and authorizes the registration and regulation of centers that acquire, produce, and distribute marijuana for medical purposes.

The Board, at its meeting on October 25, 2016, directed staff to proceed with the drafting of an ordinance to impose a temporary moratorium on medical marijuana treatment centers and licensed dispensing organizations. The ordinance is attached for your consideration.

Holly Coyle, Economic and Development Services Director, presented the item for Board consideration.

Commissioner Hendry stated that they would hear from the State in the near future.

Chairman Bolla opened the public hearing.

James Otto, 2908 Blanding Boulevard, Middleburg, Florida, stated that he applied for a license to dispense the medical marijuana and asked the Board to move forward.

Chairman Bolla closed the public hearing.

Commissioner Cella commented that the State Legislature will move quickly on this matter and spoke in favor of moving forward.

After discussion, Vice-Chairman Hutchings moved, seconded by Commissioner Burney, and carried 5-0, to approve the item as presented.

20. 5:00 P.M. or as soon thereafter - Request to Continue Second Public Hearing to Consider Amendment to the Land Development Code to Add Rural Event Center as a Conditional Use with Conditions

This is a request to continue the second public hearing to consider an amendment to the Land Development Code to add Rural Event Center as a Conditional Use with conditions.

Ed Lehman, Director of Planning and Zoning, presented the item for Board consideration.

Chairman Bolla opened the public hearing.

James Otto, 2908 Blanding Boulevard, Middleburg, Florida, spoke in favor of the item, commented that he wanted to work with the Board to come to an agreement with his court case, suggested the Board work with citizens who own commercial property to own businesses and commented on how much traffic were on our roads.

Chairman Bolla closed the public hearing.

Commissioner Hendry asked the status of the ordinance.

Mr. Lehman stated that staff has had numerous discussions and has spoken with the neighbors in the Melrose area to receive input to address some issues which is under consideration. Staff is making progress and extending the second public hearing to February 28, 2017 will give us more time to resolve some issues.

Commissioner Hendry stated that this process has been difficult and time consuming. Commissioner Burney commented that process has been difficult and would like to meet with staff to review the ordinance. Our goal is to do the right thing for everyone. He thanked staff for their time and effort to resolve the zoning issue.

Commissioner Hendry stated that the main issue is the location to the residents in the area of Melrose.

Chairman Bolla stated that this is a viable business and we need to try to figure out how to make it work.

After discussion, Commissioner Hendry moved, seconded by Commissioner Cella, and carried 5-0, to approve the continuance of the Second Public Hearing to consider the Amendment to the Land Development Code to Add Rural Event Center as Conditional Use with Conditions to the February 28, 2017 Board meeting at a Time Certain of 5:00 p.m.

### **LETTERS FOR ACTION**

21. Resignation Letter: Marsha Dumler, Clay County Planning Commission

Marsha Dumler, a member appointed to serve on District 3 of the Planning Commission resigned January 9, 2017.

Vice-Chairman Hutchings moved, seconded by Commissioner Cella, and carried 5-0, to accept the resignation of Marsha Dumler from the Clay County Planning Commission.

### **LETTERS OF DOCUMENTATION**

## 22. Draft Planning Commission Minutes for January 3, 2017

### **COMMISSIONERS' COMMENTS**

Commissioner Hendry announced that the Third Annual Hellcat 10Km, 30 Km & 50 Km Fundraiser for the Military Museum of North Florida was held this past weekend. Over 400 were in attendance, a 200% increase from last year. It was beautiful event. Kimberly Morgan, Director of Tourism & Film Development attended the event and was proactive taking a lot of photographs and stated she was pro-tourism and will help to bring Clay County to the forefront.

Vice-Chairman Hutchings announced that Pioneer Day, will be held on Saturday, February 4, 2017, at 11:00 a.m., Middleburg, Florida. The Legislative Delegation will be in the Clay County Board of Commissioners Meeting Room on January 30, 2017 from 4:00 p.m. to 6:00 p.m. and there will be a Clay Day in Tallahassee on March 9, 2017, during Legislative Day. The Town of Orange Park had a project where they are placed Veterans parking spots in public locations throughout their municipal properties. Since the County has a public library in that area, they made a sign for our library. The parking spots are to show our support for Veterans and are not for handicap parking. The County Manager will work to get this approved and will report the progress to the Board. She expressed kudos to Dale Smith for getting the railroad crossing on Wells Road upgraded.

As a housekeeping measure, speaking as a tenured Commissioner, Ms. Hutchings stated that she has worked with local government for ten years. First, with the City of Green Cove Springs, a Charter form of government, and now with the Clay County Board of County Commissioners, which is also a Charter form of government. This Board does not follow Roberts Rules of Order or a policy on how our meetings are conducted; rather, we have simply followed the majority vote of the Board and it has served us well. This Board decides who our Chairman will be and we give that person deference to call our meetings with the understanding that the Board is accommodated. The Chairman is the administrative figurehead for running the meeting, signing documents and making committee assignments. It is always at the pleasure of the simple majority vote that decisions are made, for example when an item is placed on our agenda. In the past, the County Manager, the County Attorney, the Commission Auditor and a County Commissioner has been allowed to place an item on an agenda. This last week she was not able to place something on this agenda and wanted to bring it to the attention of the Board to make sure that we decide collectively how we want that to work for us. The only rights that a Commissioner has are granted in the Clay County Charter and Florida Statutes. The voters decided not to elect a Chairman some years ago and serves at the pleasure of the three majority vote. She encouraged the Board to follow the Charter and they memorialize how they want placing items on the agenda to be handled moving forward.

Commissioner Hendry spoke in support of her request and thought that was how they were handling the process now.

Vice-Chairman Hutchings stated that she requested something be placed on this agenda last week and it did not happen.

Chairman Bolla commented that the request was for a Proclamation and it was not for a discussion item.

Vice-Chairman Hutchings stated that the Board voted on Proclamations.

Chairman Bolla stated that he received the request the day before their meeting. It was not received before the deadline on Wednesday before the meeting and he denied it. A discussion item is fine.

Vice-Chairman Hutchings stated that this issue is not her concern; rather, it was that the Chairman would deny any Commissioner the ability to place an item on their agenda.

Chairman Bolla commented that if something is submitted the day before their meeting, it will be denied. It needs to be submitted in time so he can review it.

Vice-Chairman Hutchings asked that in the future, a draft agenda be forwarded to the entire Board for their review. On January 6, 2017, she requested the item be placed on the agenda with an email and did not know it was not on their agenda until she viewed it. Chairman Bolla apologized, stating that had the item not been presented to him the day before the meeting and was something of substance, he would have placed it on the agenda.

Vice-Chairman Hutchings stated that had it been something of substance she would have understood, but the request was for a Proclamation.

Chairman Bolla stated that if the Board has a discussion item for the next agenda he is fine with that.

Vice-Chairman Hutchings commented that she thought the discussion needed to be as Commissioners, do we want to grant you that power; that is what I'm asking my fellow Board members.

Chairman Bolla asked if she meant the power to set the agenda.

Vice-Chairman Hutchings replied yes.

Chairman Bolla stated that it wasn't on the agenda and it was an action item that they had not discussed. It was a proclamation.

Vice-Chairman Hutchings stated that was placing an item on the agenda.

Chairman Bolla commented that is not the way it was written. It was a Proclamation, you either signed it or you didn't.

Commissioner Cella stated that he didn't recall voting on a Proclamation. The Board needs to know what the process is to ensure that our items are placed on the agenda.

Commissioner Hendry asked what the timeline was for agenda items.

Chairman Bolla stated that the deadline was the Wednesday before the Board meeting. If there is item that must be addressed it is done as an emergency item. I received a call at 5:00 p.m. from the County Manager the day before our Board meeting. There was no way that I could have done research on the item and he denied it.

County Manager Kopelousos apologized that she did not get the item on the agenda.

Commissioner Burney asked if they wanted to place something on the agenda could they do so.

Chairman Bolla stated yes.

County Manager Kopelousos stated that the way they have operated is that if a Commissioner wants to place something on the agenda staff will do so.

Commission Auditor Price stated that historically, past Boards have asked the Chairman to approve their agenda. In his experience, it is constrict of staff to say that we don't want to expose ourselves to scrutiny. Almost every Chairman has noted that an item had not been placed on an agenda and fell through the cracks. The formal authority for the Board is based in the Constitution of the State of Florida, the Florida Statutes and in our Clay County Charter. The authority of the Board is collective, with three of five votes. Our Charter does not define a Chairman, but through evolution, the Board has recognized that a Chairman is needed to get the business accomplished. The Board coming

together to choose first among eagles and vested their confidence to control their meetings to execute the meetings, like signing contracts and attested by the County Manager. It does not say that there is a Chairman of the Board. The purpose of an agenda is to advertise so the public can attend and comment if they want to.

Vice-Chairman Hutchings stated that the item was late, but the request was not. Staff was asked to place it on the agenda. Her concern was that it was denied. Legitimately, it wasn't a timing issue as much as a personal concern about the topic.

Chairman Bolla stated that it was presented to him the evening before the meeting.

Commissioner Cella stated that if the item was forwarded on January 6, 2017, then why it was not placed on their agenda. I would like to know that if I forwarded something it would be placed on the agenda.

Vice-Chairman Hutchings stated that the reason she brought the issue up is that going forward, how much do we have individually that we can place an item on the agenda and who can stop it, if anyone.

Chairman Bolla apologized.

Commission Auditor Price stated that Proclamations and Resolutions are recurring items. What would be helpful for staff is for the Board to agree on a cut-off date and time for placing an item on the agenda. If there is an addendum, how is it to be handled and who has the authority.

Chairman Bolla stated that a draft agenda is sent out on Wednesday and it is posted on Thursday.

Vice-Chairman Hutchings requested that a draft of the agenda be forwarded to all Commissioners. If they want to place something on an agenda they can

Commissioner Cella stated that agenda items need to be submitted to staff in a timely manner so they can get their work done.

Chairman Bolla stated that he doesn't have a problem if the Board wanted to vote on their agenda at the beginning of their meetings.

Commissioner Burney stated that if an item is submitted by Wednesday deadline so it can be posted on Thursday, then there is nothing to change.

Chairman Bolla commented that as long as an item is submitted on time anybody can put an item on the agenda.

County Manager Kopelousos stated that it was her fault and she dropped the ball.

Commissioner Cella stated that they were not pointing fingers, they just need to understand how to correct last minute issues.

Commissioner Burney asked if the new Commissioners received information on the FAC New Commissioner Workshop in Alachua County.

Commissioner Hendry and Cella both stated that they were attending the workshop.

Commissioner Burney asked if there was going to be a Workshop/Bus Tour on Road Improvements.

County Manager Kopelousos stated that the Workshop/Bus Tour on Road Improvements was scheduled for Tuesday, February 7, 2017 from 8:00 a.m. to 10:00 a.m.

Vice-Chairman Hutchings stated that she will be out of town and would not be attending.

Commissioner Burney stated that it takes a full term for a Commissioner to gain knowledge of his service. After one-year on the commission he was still learning and he is honored to serve with them. He commented on understanding the Sunshine Law and the perception that people have if you are out with your fellow Board members.

Chairman Bolla stated that it was tough to be buds with a fellow Board member. The best policy is, "I like ya. I would like to learn ya better, but I can't."

Commissioner Hendry stated that if he wanted to have lunch with Commissioner Cella, he would. He would not break the law and it couldn't be proven that he did. If someone has a perception, they will have to live with it. I'm not going to worry about perception by sacrificing a friendship with anyone.

Commissioner Burney stated that if you had lunch with a Board member before a meeting it could be perceived as not following the Sunshine Law.

Chairman Bolla stated that a co-worker once gave him great advice – he said, “Wayne, I bought all of the machinery for the whole railroad and spent millions. I don't eat lunch and I don't have any friends”.

Commissioner Hendry stated that he wanted to place an item on the next agenda regarding Pickleball to see if they could continue their conversation from their last meeting.

County Manager Kopelousos stated that problem was that the court was not swept off.

Chairman Bolla stated that perhaps they could organize a league for Pickleball and dedicate a small park for them.

Commissioner Cella announced that the first Tourist Development Council for 2017 was scheduled for Wednesday, January 25, 2017, 3:00 p.m. in the BCC Meeting. Room. The public is invited. He expressed excitement that Kimberly Morgan, Director of Tourism, was onboard. He stated that Mr. Mock did a nice job on the spread sheet he presented. He asked residents of our County to consider making a donation to the Red Cross or to any other organization that is helping the victims and families in Southeastern Georgia with the recent massive storms. We were fortunate and I'm thankful that we are in a County that has staff positioned in the right place if we should experience such an experience. Kudos to John Ward, Emergency Management Director, Chief Mock, Fire Chief and the first responders, to the Sheriff and his deputies who all put themselves in harm's way, thanking them for their service.

Chairman Bolla stated that they focused on roads at their first workshop. They are preparing a list for repaving roads so they will be able to take action soon.

He stated that he is taking all of the requests from the Board and working to address each of them at their upcoming workshops.

Attest:

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Clerk of the Board

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Chairman or Vice-Chairman



**FINANCE AND AUDIT COMMITTEE  
MEETING AGENDA**

**January 17, 2017**

Administration Building,  
4th Floor, BCC Meeting Room, 477 Houston  
Street,  
Green Cove Springs, FL 32043  
10:00 AM

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**PUBLIC COMMENTS**

1. Building Division Renovations Agreement with Gary S. Bailey, Inc.  
Approval of the Agreement with Gary S. Bailey, Inc. for the interior renovations to the 3rd floor Building Division, for a term of 120 days from commencement, at the cost of \$189,786.00. Funding Source: 138-1803-546100 (Building Fund - Building Division - Repairs & Maintenance) (J. Householder)
2. First Renewal to RFP #13/14-8, Various Equipment and Amenities for Parks and Playgrounds  
Request approval of first renewal to RFP #13/14-8, Various Equipment and Amenities for Parks and Playgrounds. This bid was awarded to multiple vendors and is based on a percent discount off Manufacturer Suggested Retail Price as well as pricing for field lighting projects. Renewal will be for a one year period. Funding Source: Various (J. Householder)
3. Clay County Solid Waste Sworn Deputy Memorandum Of Agreement  
Approval of the Memorandum of Agreement (MOA) between Clay County and the Clay County Sheriff's Office, for Solid Waste Sworn Deputy Sheriffs, for a term of four years, at a total estimated cost of \$192,600.00. Funding Sources: 401-3802-512000, 513000, 514000, 521000, 522000, 523000, 523100 & 540000 (Solid Waste Fund - Environmental Svcs - Regular Salaries, Overtime, FICA Taxes, Retirement Contributions, Health Ins, Life Ins & Dental Ins) (A. Altman)
4. Bid #16/17-7, C. R. 218 Bridge Railing Repair  
Request approval to post Notice of Intent and award Bid #16/17-7, C. R. 218 Bridge Railing Repair to Grouting & Subgrade Improvements, LLC in the amount of \$25,330.00. Approval will be effective after 72 hour bid protest period has expired assuming no protests are received. Funding Source: 101-3701-546100 (Trans Trust Fund / Streets & Drainage / Repairs & Maint) (D. Smith)
5. Kronos 17th Renewal Agreement  
Re-approval of the 17th Renewal to Agreement #99/00-35 along with sole source designation and advance payment, with Kronos Incorporated for software support services, for a term of one year, at the cost of \$6,823.75. Funding Source: 001-2103-546100 (General Fund / PS-Admin & Comm / Repairs & Maintenance) (L. Mock/T. Nagle)



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 17 10:00 AM

TO: Finance and Audit Committee

DATE: 1/9/2017

FROM: Karen Thomas,  
Administrative & Contractual  
Services

SUBJECT: Request approval of first renewal to RFP #13/14-8, Various Equipment and Amenities for Parks and Playgrounds. This bid was awarded to multiple vendors and is based on a percent discount off Manufacturer Suggested Retail Price as well as pricing for field lighting projects. Renewal will be for a one year period. Funding Source: Various (J. Householder)

AGENDA ITEM TYPE:

---

BACKGROUND INFORMATION:

This will provide playground equipment, amenities and lighting for all parks in Clay County and other entities wishing to utilize this RFP as needed.

Is Funding Required (Yes/No):  
**Yes**

If Yes, Was the item budgeted  
(Yes/No/N/A):  
**Yes**

Funding Source: Various

Sole Source (Yes/No):  
**No**

Advanced Payment  
(Yes/No):  
**No**

ATTACHMENTS:

Description

- ▢ 1st renewal RFP 13/14-8

- ▯ Musco
- ▯ M Gay

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Thomas, Karen	Approved	1/11/2017 - 12:49 PM	
County Manager	Kopelousos, Stephanie	Approved	1/13/2017 - 2:32 PM	

**BOARD OF COUNTY COMMISSIONERS  
CLAY COUNTY, FLORIDA**

**REQUEST FOR PROPOSALS**

**RFP No. 13/14-8, VARIOUS EQUIPMENT AND  
AMENITIES FOR PARKS AND PLAYGROUNDS**

**DUE DATE: Monday, January 6, 2014- 4:00 pm**  
**OPEN DATE: Tuesday, January 7, 2014 -1:00 pm**



**Issued By:**  
**Clay County Board of County Commissioners**  
**Purchasing Division**

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Form W-9

## **REQUEST FOR PROPOSALS**

NOTICE IS HEREBY GIVEN that sealed proposals will be received until 4:00 P.M., Monday, January 6, 2014, at the Clay County Administration Building, 4th floor, Reception Area, 477 Houston Street, Green Cove Springs, Florida 32043, for the following:

### **RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds**

Proposals will be opened at 1:00 P.M., or as soon thereafter as possible, on Tuesday, January 7, 2014 in the Clay County Administration Building, Conference Room "B", fourth floor, 477 Houston Street, Green Cove Springs, Florida, in the presence of the Purchasing Department staff and all other interested persons.

The opened Proposals will be read aloud, examined for conformance to specifications, tabulated, and preserved in the custody of the Purchasing Department. The Budget, Finance and Human Services Committee of the Board will present its recommendations to the Board of County Commissioners as soon thereafter as possible.

Proposals will not be valid unless received by the proposal deadline and in a sealed envelope marked "**RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds**" to be received until 4:00 P.M., Monday, January 6, 2014. Envelopes are to be sent or delivered in person to the above address. No postal mail will be accepted.

During the bidding process, all prospective proposers are hereby prohibited from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator, and the foregoing instructions shall so state (as specified in Section P of Chapter 8 of the Purchasing Manual attached hereto). The no-contact rule set forth shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided for in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package. For information concerning procedures for responding to this Bid, contact the Purchasing Division, Donna Fish by email [donna.fish@claycountygov.com](mailto:donna.fish@claycountygov.com) or at (904) 278-3761.

The County reserves the right to waive formalities in any response, to reject any or all responses with or without cause, to waive technical and non-technical or non-material defects in the solicitation or submittal of any responses, including the lack of availability of adequate funds, regulatory agency requirements, to make award in part or completely, and/or to accept the response that, in its judgment, will be in the best interest of the County of Clay. Bid proposals in which the prices obviously are unbalanced will be rejected.

**FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: [www.claycountygov.com/Departments/Purchasing/decision\\_bids.htm](http://www.claycountygov.com/Departments/Purchasing/decision_bids.htm). THIS WEB PAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: [www.claycountygov.com](http://www.claycountygov.com) BY FOLLOWING THE “NOTICE OF INTENT BIDS” LINK UNDER THE “BUSINESS” ROLLOVER BUTTON ON THE COUNTY’S HOMEPAGE. NO OTHER NOTICE WILL BE POSTED.**

**PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE, A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY’S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8. (N), OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY’S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY’S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.**

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

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.

-----END OF NOTICE-----

**BID ADVERTISEMENTS SCHEDULE**

**RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds**

**(CLAY TODAY) For publication on: November 28, 2013**

**(CLAY COUNTY WEBSITE) For: November 28, 2013**

**PLEASE SEND ORIGINAL INVOICE AND PROOF OF PUBLICATION TO:**

Clay County Board of County Commissioners  
**Purchasing Department**  
477 Houston Street  
Green Cove Springs, Florida 32043  
ATTENTION: Donna Fish

A handwritten signature in black ink, appearing to read 'S. C. Kopelousos', written over a horizontal line.

S. C. Kopelousos  
County Manager

## REQUEST FOR PROPOSAL INSTRUCTIONS

### **RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds**

1. **Delivery and Receipt of Bids:** All sealed Proposals submitted shall be received by the Purchasing Division of Clay County, Florida.

Proposals submitted in person or by courier services will be received at:

Clay County Administrative Building  
Fourth Floor, Reception Area  
477 Houston Street, Green Cove Springs, Florida 32043

Four copies of the Proposal must be received in a sealed envelope. Proof of liability insurance, form W-9 taxpayer identification number, and bid information shall be included with all responses submitted.

The words **RFP #13/14-8, 'Various Equipment And Amenities For Parks And Playgrounds'** shall be clearly marked on the front and back of the envelope containing the Bid.

2. **Due Date and Opening Date:** Proposals will be received by carrier or in person until Monday, January 6, 2014 at 4:00 p.m. and will be opened on Tuesday, January 7, 2014 at 1:00 p.m. or soon thereafter, in the Clay County Administration Building, 477 Houston Street, Conference Room "B", Fourth Floor, Green Cove Springs, Florida. Bids will be reviewed by Clay County as soon thereafter as possible.
  - A. All Proposals will be "clocked" at the time they are received to indicate the time and date of receipt.
  - B. Proposals WILL NOT be accepted in person after the time and date specified.
  - C. Proposals received by carrier WILL NOT be accepted if they are received after the time and date specified regardless of the postmark or circumstances.
  - D. No postal mail will be accepted.
3. **Withdrawal of RFP:** Proposals may be withdrawn by a written or faxed request by the Bidder and received by the Manager of the Purchasing Division before the date and time for receiving Proposals has expired. Negligence on the part of the Bidder in preparing a Proposal is not grounds for withdrawal or modification of a Proposal after such Proposal has been opened by the County. Bidders may not withdraw or modify a Proposal after the appointed Bid Opening. Bidders may not assign or otherwise transfer their Proposals.
4. **Inquiries/Questions:** Any questions regarding this Proposal must be directed to **Donna Fish** (the authorized contact person) via email at [donna.fish@claycountygov.com](mailto:donna.fish@claycountygov.com) (preferred method) or by calling (904) 278-3761. Written inquiries/questions must be received by **December 18, 2013**. Responses to questions, clarifications, and addenda will be distributed to potential Bidders by email. It is the responsibility of interested Bidders to verify if this information has been issued prior to submitting a Bid.

5. **No Contact Period:** During the Bidding process, all prospective Bidders are hereby prohibited from contacting (1) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (2) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any Bid submitted by the violator, as specified in Section P of Chapter 8 of the Clay County Purchasing Manual. **Exceptions:** The no-contact rule set forth shall not apply to inquiries submitted to the authorized contact person, the pre-bid conference, or to formal presentations by finalists to the Board of County Commissioners or to the County's evaluation committee.
6. **Award:** The Bid will be awarded to the responsible Bidder(s) submitting a Bid determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to award to multiple bidders. The County reserves the right to request any additional information from Bidders after Bid Opening and before award as may be necessary to assist in review and evaluation of any Bid prior to submittal of a recommendation for award to the Board of County Commissioners.
7. **Waiver of Formalities/Rejection of Bids:** The County reserves the right to waive informalities in any Bid, to reject any or all Bids with or without cause, to waive irregularities/technicalities, and waive technical and non-technical or non-material defects in the Bid document or submittal of any Bid. The County reserves the right to make award either in part or completely, and/or to accept the Bid that, in its judgment, will be in the best interest of the County. Bids in which the prices obviously are unbalanced will be rejected. The County reserves the right to reject any and all Bids and to re-advertise for all or any part of this solicitation as deemed in its best interest.
8. **Cancellation of Bid:** Clay County reserves the right to cancel a solicitation at any time prior to approval of the award. The decision to cancel a solicitation cannot be the basis for a protest under the formal protest process as referenced herein.
9. **No Bid:** Each company not intending to respond to this Bid should reply with a written "No Bid Statement". Such action will maintain the company on the appropriate active Bidder solicitation list. Three (3) failures to respond to solicitations may result in deletion from the Bidder solicitation list.
10. **Bid Errors:** Where Bid forms have erasures or corrections, each erasure or correction must be initialed in ink by the Bidder. In case of unit price Bid items, if an error is committed in the extension of an item, the unit price as shown in the Bid response will govern. Errors between any sum, computed by the Bidder, and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written words.
11. **Deviations:** Bidders are hereby advised the County will only consider Bids that meet the specifications and other requirements imposed upon them by this Bid document. In instances where a deviation is stated in the Bid Form, said Bid will be subject to rejection by the

County in recognition of the fact that said Bid does not meet the exact requirements imposed upon the Bidder by the Bid or Contract documents.

12. **Bid Protests:** Any company affected adversely by the County's decision may file with the County Purchasing Division a "Notice of Protest" in writing within 72 hours after the posting of the recommended award. Failure to file a written Notice of Protest shall constitute a waiver of proceedings under Chapter 8 (N) of the Clay County Purchasing Policies. Failure to file a written petition initiating a formal protest proceeding within the time frame and in the manner prescribed in Section 8. (N) of said policy shall constitute a waiver of the right to protest the Bid solicitation, any addendum thereto, or the Bid award recommendation or decision, and to initiate a formal protest proceeding under said policy. The County's Purchasing policy may be viewed at the County's website by following the appropriate links from the Homepage.

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

**Debarment:** By submitting a proposal, the proposer certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.

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

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

16. **Indemnification:** The awarded Bidder shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or

intentionally wrongful conduct of the company and other persons employed or utilized by the company in the performance of the Contract. The provisions of Florida Statute 768.28 applicable to Clay County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act. The County shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

**17. Insurance Requirements:** Prior to commencement of the project, the awarded Bidder shall provide the County Purchasing Division with proof of the following insurance:

a. Commercial General Liability

1. General Aggregate	\$1,000,000
2. Products and Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/ property damage, with minimum limits for all additional coverages as required by Florida law	\$1,000,000
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c. Workers Compensation/Employers Liability

1. Workers Compensation statutory limits	
2. Employers Liability	
a. Each Accident	\$ 100,000
b. Disease-Policy	\$ 500,000
c. Disease-Each Employee	\$ 100,000

d. Professional Liability when required by Contract-per occurrence \$ 1,000,000

The awarded Bidder must maintain insurance coverage at the above-prescribed levels through the date of completion of the project and such coverage must include all independent Contractors and Subcontractors. Either prior to, or simultaneously with the execution of the Contract, the awarded Bidder must deliver certificates of insurance for the required insurance

coverage to the County naming “Clay County, a political subdivision of the State of Florida, the Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear” as “Additional Insured.” Said certificates of insurance shall also include a thirty-day prior written notice of cancellation, modification or non-renewal to be provided to the County.

18. **Performance and Payment Bond Requirements:** Performance and Payment Bonds are not required for projects of \$200,000<sup>.00</sup> or less. Prior to commencement of a project exceeding \$200,000<sup>.00</sup>, the awarded Bidder shall file a 100% Performance Bond and Payment Bond (using Clay County’s Standard Form) with the Office of the Clerk of Circuit Court, Recording Dept./Room 130, 825 North Orange Avenue, Green Cove Springs, Florida 32043-2525. A copy of the Performance and Payment Bonds shall be provided prior to the commencement of construction to Clay County Purchasing Division, PO Box 1366, Green Cove Springs, Florida 32043-1366. Performance and Payment Bonds must be increased in accordance with any change order increases on the project.
19. **Bid Preparation Costs:** By submission of a Bid, the Bidder agrees that all costs associated with the preparation of his/her Bid will be the sole responsibility of the Bidder and shall not be borne by the County. The Bidder also agrees that the County bears no responsibility for any costs associated with the preparation of their Bid and/or any administrative or judicial proceedings resulting from the solicitation process.
20. **Contractor Qualifications and Requirements:** At the time of Bid Opening, all Bidders must be certified or registered pursuant to Chapter 489, Florida Statutes, or hold a Clay County certification under Article III of Chapter 7 of the Clay County Code, as applicable, at the time of submitting a Bid. All Bidders must submit evidence of current state certification or registration, or County certification, as applicable, prior to award of this Bid.

The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.

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

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

Florida Law and Rules of the State of Florida, Department of Transportation, require contractors to be prequalified with the Department in order to bid for the performance of road, bridge, or public transportation construction contracts greater than \$250,000.00. The Contractor Prequalification process results in the issuance of a Certificate of Qualification for each successful applicant which lists the approved work classes and the Maximum Capacity Rating in dollars. It is the responsibility of potential bidders to review the requirement and meet the qualifications listed at: [http://www.dot.state.fl.us/cc-admin/PreQual\\_Info/prequalified.shtm](http://www.dot.state.fl.us/cc-admin/PreQual_Info/prequalified.shtm). Contractors not meeting the applicable work types associated with the scope of the work may utilize subcontractors to assist with meeting the requirement of all necessary prequalification work classes.

The County shall have the right to review the references, experience of assigned personnel, and qualifications of the Contractor in order to make the final determination of acceptability of the Contractor to be awarded the Contract and construct the work.

The Board of County Commissioners may reject, at its sole discretion, any Bidder the Commission finds to lack, or who's present or former executive employees, officers, directors, stockholders, partners or owners are found by the Commission to lack honesty, integrity, or moral responsibility. The Commission's finding may be based on any of the following factors: the disclosure required herein, the County's own investigation, public records, or any other reliable source of information. The Commission may also reject any Bidder failing to make the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the Board of County Commissioners may reject any Bid at its sole discretion and the Bidder waives any claim it might have for damages or other relief arising from the rejection of its Bid or resulting directly or indirectly from the rejection of its Bid based on these grounds or from the disclosure of any pertinent information relating to the reasons for rejection of its Bid.

21. **Subcontractors:** The County reserves the right to approve all Subcontractors for this Contract. If Subcontractors are to be utilized, their names and references must be included by completing the Subcontractor form if provided within this Bid. Responsibility for the performance of the Contract remains with the main Contractor exclusively.

After the commencement of the project, subcontractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County.

22. **Interpretation of Plans and Specifications:** No interpretation of the meaning of the plans, specifications, or other Contract documents will be made to any Bidder orally. Every request for interpretation should be in writing addressed to the Purchasing Division. To be given consideration, such requests must be received no later than **December 18, 2013.**

Any and all such interpretations and any supplemental instructions will be in the form of a written addendum. All Addenda issued shall become part of the Bid and Contract documents, and receipt must be acknowledged on the Bid Form, or by completion of the applicable information on the Addendum and submitting it with their Bid. Failure to acknowledge Addenda which have no effect on the competitive nature of the bidding process may be a waiveable deviation at the County's sole discretion.

23. **Execution of Contract and Notice to Proceed:** The awarded Bidder may be required to sign a written Contract. Said Contract will evidence in written form the agreement between the parties.
24. All payments made under this Bid will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.

**Bid Specifications for Price Agreement Contract**  
**RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds**  
(As provided by Parks and Recreation Division)

**SCOPE:**

The purpose of this bid invitation 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 of various equipment and amenities for parks and playgrounds as requested by the Clay County Division of Parks and Recreation. Additionally, this bid invitation shall also establish a firm, fixed percentage of manufacturer's and/or bidder's current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities for parks and playgrounds as requested by the Clay County Division of Parks and Recreation. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percentages shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in your bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder. This bid is also a means for qualifying vendors for Ball Park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid. The qualified vendor(s) providing the lowest responsive quote will be awarded the project.

**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.

**QUALIFICATION OF INSTALLERS:**

If a bidder utilizes a sub-contracted installer for any park or playground equipment, a list of sub-contracted installers must be included with their bid. Additionally, the bidder must supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer. Failure to complete this requirement of the bid proposal may result in the rejection of their bid.

**COMPLIANCE WITH SPECIFICATIONS:**

Bid only on items that meet specifications. Bid only a single offering for each bid item. Do not bid multiple offering or "alternates." All corrections will be initialed. Bid only new, unused material.

**CATALOGS AND MANUFACTURER SUGGESTED RETAIL PRICE (MSRP) LISTS:**

Each bidder shall submit with this bid, at no charge, two (2) sets of each current catalog/supply/product information price list as well as current MSRP list for each catalog submitted. All catalogs and/or MSRP lists shall clearly identify the bid number and the bidder's name, address and telephone number. At time of bid renewal, the vendor shall supply at no charge, two (2) sets of each then current catalog/supply/product information price list as well as current MSRP list for each catalog submitted.

## 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.

### **AWARD:**

Performance and payment bonds may be required for specific projects. This requirement is driven by the size and price of each particular job. Vendors will be required to meet this requirement before receiving a purchase order for the project. 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.

### **INVOICING:**

Invoices may be issued once supplies are shipped, delivered and/or installed to the county's satisfaction. At a minimum, invoices must include: Purchase Order Number, Item Number and Description, Date of Shipment, Quantity Ordered, Unit Price, Unit of Measure, and a total for all purchases. Standard payment terms are Net 45 days per the Local Government Prompt Payment Act.

### **TERMS OF CONTRACT:**

The term of bid award for various equipment and amenities for parks and playgrounds will be three (3) years, with two (2) one (1) year renewal options.

### **OTHER CONTRACTS:**

The County reserves the right to purchase foods, materials, services or supplies from any supplier who supplies such items under an existing active contract.

### **METHOD OF ORDERING:**

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

After generating a RFQ for a project, and before bidder's submission of its quotation in response to the RFQ, 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 RFQ must contain each of the following:

- A detailed breakdown of the cost for the entire project. Descriptions of additional services required, together with their price, shall also be listed.
- Names of any and all subcontractors on the project, together with their designated work and costs. 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 an RFQ 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.
- A date certain by which the project must be completed.

- 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 go outside the contract at lower prices.

#### **PROMOTIONAL PRICING:**

During the contract period, bidders will extend any pricing offered on a "promotional" basis from the manufacturer to the county. It will be the bidder's responsibility to monitor said items and report any that are or will be offered at lower prices.

#### **SUPERVISION:**

A bidder's job supervisor/representative will be on the work site at all times and be thoroughly knowledgeable of the materials, job requirements, plans, specifications and installation functions.

#### **JOB COMPLETION:**

Bidder/contractor/installer will be responsible for all materials received and signed for from date of order to completion of job installation.

Bidder/installer will be responsible for clean up and removal of all debris resulting in job completion, leaving work site in neat and orderly fashion at the end of each workday. Additionally, bidder/installer will be responsible for restoring the work site to its original condition at the completion of the project.

#### **RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:**

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

#### **VIOLATIONS/DEFAULT:**

In the event the awarded bidder(s) should violate any provisions of this bid, such bidder will be given written notice stating the deficiencies and given ten (10) days to correct deficiencies found. The County reserves the right to terminate any contract at any time due to any violation.

In the event the awarded bidder(s) should breach this contract, the County reserves the right to seek all remedies in law and/or in equity. Failure of an awarded bidder to adhere to completion dates defined by bidder and County may result in no further awards being made to such bidder under this Price Agreement Contract.

**GENERAL CONDITIONS:**

Signature on bid form verifies that the bidder is acquainted with the general conditions contained herein and will comply with all specifications, terms and conditions contained in this bid invitation.

**INSURANCE/WORKER'S COMPENSATION:**

The contractor shall take out and maintain during the life of this agreement, worker's compensation insurance for all of his employees connected with the work of this project and in case any work is sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the worker's compensation statute, the contractor shall provide, and cause each sub-contractor to provide, adequate insurance, satisfactory to the purchaser, for the protection of his employees not otherwise protected. The awarded vendor must submit a copy of an insurance certificate naming the County as an additional insured with the following verbiage placed on the certificate no later than ten (10) days after the award has been made. "Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interest may appear." Additional insurance requirements as listed on pages 9-10 apply.

**COOPERATIVE PURCHASES:**

This is a cooperative purchase contract. State law allows any government agency and any accredited school in the state to buy off this contract without going to bid, as long as it does not conflict with any of their local regulations.

**BID FORM**

**RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds**

Bidder: \_\_\_\_\_

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

City, State and Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Name(s): \_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

**MANUFACTURER CATALOGS:**

Manufacturer: \_\_\_\_\_

Fixed Percentage Discount off MSRP: \_\_\_\_\_

Installation (Fixed Percentage of cost after discounts of equipment): \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Fixed Percentage Discount off MSRP: \_\_\_\_\_

Installation (Fixed Percentage of cost after discounts of equipment): \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Fixed Percentage Discount off MSRP: \_\_\_\_\_

Installation (Fixed Percentage of cost after discounts of equipment): \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Fixed Percentage Discount off MSRP: \_\_\_\_\_

Installation (Fixed Percentage of cost after discounts of equipment): \_\_\_\_\_

**RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds**

**SUB-CONTRACTOR EQUIPMENT INSTALLERS:**

Business Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Note: Attach vendor/manufacture WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Failure to comply with this provision may result in rejection of bid.

**WARRANTY INFORMATION FORM**

MAKE AND MODEL OF EQUIPMENT PROPOSED: \_\_\_\_\_

Is there a warranty on the equipment proposed?

\_\_\_\_\_  
Yes

\_\_\_\_\_  
No

Does the warranty apply to **ALL** components or only part? (State Explicitly)

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

Parts Warranty Period: \_\_\_\_\_

Service Warranty Period: \_\_\_\_\_

Nearest source for parts and/or service center (s):

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

Name, address and phone number of the authorized service center (s):

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)

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

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: \_\_\_\_\_

\_\_\_\_\_  
Yes

\_\_\_\_\_  
No

Name of Bidder: \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Phone Number \_\_\_\_\_

Various Equipment and Amenities for Parks and Playgrounds

Contract #

Request for Quotation

Description of Project: \_\_\_\_\_

\_\_\_\_\_

A site plan (not to scale), along with drawing of proposed amenities, is attached. A mandatory site visit is scheduled for \_\_\_\_\_ at \_\_\_\_\_.

Price Quotation:

Manufacturer	Item and Page Number	Quantity	MSRP Unit Price	Contract Discount	Extended Price

Additional Services Required:

Description	Quantity	Unit Price	Extended Price

Total: \$ \_\_\_\_\_

List any Subcontractors:

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

## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

- (1) The prospective Vendor, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

\_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

## “NO BID” Statement

### RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds

If your company does not intend to bid on this procurement, please complete and return this form prior to the date shown for receipt of bids to: Clay County Purchasing Division, Attn: Donna Fish, 477 Houston Street, Green Cove Springs, FL 32043

We, the undersigned, decline to bid on the above referenced invitation to bid for the following reasons:

- ☐ Specifications are too restrictive (please explain below or attach separately)
- ☐ Unable to meet specifications
- ☐ Specifications were unclear (please explain below or attach separately)
- ☐ Insufficient time to respond
- ☐ We do not offer this product or service
- ☐ Our schedule would not permit us to perform at this time
- ☐ Unable to meet bond requirements
- ☐ Other (please explain below or attach separately)

Remarks:

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Company Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Signature: \_\_\_\_\_ Fax #: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

City: \_\_\_\_\_

Zip: \_\_\_\_\_

## **CHAPTER 8: PROCEDURES FOR PUBLIC BID OPENINGS**

(A) **Purpose:** The purpose of this chapter is to specify procedures for the submittal, receipt, opening and recording of all formal bids required by all of the various laws, ordinances, and other procedures and manuals governing the solicitation and awarding of public bids in Clay County, Florida, including but not limited to:

- a. Section 336.44, Florida Statutes (2001).
- b. Applicable Provisions of Clay County Code.
- c. Florida Department of Transportation Standard Specifications, most recent edition.

(B) **Time of Opening:** All bids shall be submitted to the Purchasing division, 4th Floor, Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida, which shall record receipt thereof by date and time on the bid envelope. Upon receipt, the Purchasing division will maintain custody and control of all bid submittals until after they have been opened. The deadline for a particular bid submittal shall be 4:00 P.M., of the Monday immediately preceding the Tuesday upon which the bid is to be opened. No bid shall be opened unless and until proof by publisher's affidavit of publication of the bid solicitation is received and filed by the Purchasing division. Bidders and the public are welcomed to attend the opening and all subsequent committee and commission meetings related to the bids.

(C) **Form of Bid Submittal:** All bids shall be submitted in triplicate, (and if applicable only on the forms provided by the County or its staff). Each bid and its accompanying materials shall be submitted in a single, sealed and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the party making the submittal prior thereto:

- a. The number assigned to the particular bid solicitation.
- b. The title of the bid exactly as it appeared in the published solicitation.
- c. The date of the bid opening.

(D) **Bid Receipt Procedure:** The County Manager shall, in cooperation with his or her Department heads and the Purchasing division, assign a specific and discrete number and title to each bid solicitation, which shall be contained in the Request for Bids, the newspaper publication, specifications and the Bid Form thereof. Three copies of each request for bid shall be submitted to the Purchasing division for distribution as provided in Section F hereof, and the "Request For Bids" shall be signed prior to publication.

(E) **Place of Opening:** All bids properly submitted shall be opened in a public location so designated in the bid solicitation.

(F) **Distribution of Copies:** Upon the opening of a bid, one copy shall be distributed to the head of the originating department. Purchasing shall submit to the Finance committee of the Board a tabulated list of all bidders and their bids, including bid number, name, staff assigned, a recommendation to include but not be limited to the lowest responsive and responsible bid, or in a proper circumstance the best bid, budget information and alternatives (see Example 3 attached). All staff assigned to evaluate bid and RFP responses shall do so observing all

requirements of the Sunshine Law and in meetings noticed at least 72 hours in advance thereof. The Purchasing division shall serve as the permanent record holder for the County Manager.

(G) **Committee Review, Report and Recommendations:** Bids shall be reviewed by the Board's Finance committee following the bid opening. The Committee should, in the absence of unusual circumstances, report its recommendation to the Board at the Board's next regularly scheduled meeting, which shall include a tabulated list of all bidders and their bids. In all events, the County Manager shall cause to be spread upon the minutes of the regular meeting of the Board next following the opening of a particular bid, a list of all bidders and their bids. Upon being awarded a bid, and if a contract is entered into with the successful bidder then the County's Standard Addendum and IRS Form W-9, Request for Taxpayer Identification and Certification must be completed.

(H) **Ineligible Bid:** Any bid that does not meet the foregoing requirements for form, time of submittal, number of copies or the specifications advertised will be rejected and the reasons stated therefor; provided that the Purchasing division shall reject and return unopened all bids which do not meet the foregoing requirements for time of submittal, or envelope markings. Bids that do not meet requirements for form will be rejected and declared "No Bid". The Board reserves the power to reject all bids and in its discretion to re-advertise the solicitation.

(I) **Bid Withdrawal Period:** Any bid submitted requires a five (5) percent bond unless waived by the Board prior to solicitation, which cannot be withdrawn for a period of 30 days subsequent to the date of the bid opening, notice of which shall be incorporated in all requests for bids. As used herein, the term bond shall include cashier or certified checks payable to the County. All such checks shall be held by the Finance department for safekeeping immediately upon acceptance of the bid (but not deposited). The Finance department is hereby authorized to return each bond to the submitting party, as soon as practicable, upon written request to the Finance department, but only after a bid and contract have been awarded and executed between the County and the successful bidder for a particular project, or in the event that all bids have been rejected by the Board, or in the event the time provided that the bid shall remain in effect shall have expired and the bid submitter requests its return in writing.

(1) Vendors bidding on SHIP rehabilitation projects are exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(2) Vendors bidding on commodities price contracts, or any other type of contract that does not commit the Board to an actual exchange transaction (purchase) but rather seeks only a fixed unit price commitment from a vendor in the event a future purchase decision is made, shall be exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(J) **Bid Addenda:** All addenda distributed subsequent to the initial distribution of specifications shall be sent by certified mail/return receipt requested, said return receipt to be returned to the Purchasing division identified by bid number. Prior to mailing, a copy of each addendum shall be received by the Purchasing division, provided that no addendum shall be mailed later than five (5) working days prior to the scheduled bid opening date.

(K) **Bid Tabulation Form:** The bid Tabulation Form used at bid openings shall include a place thereon for three witnesses to sign. This procedure will eliminate the need for signing each individual bid at the time of opening, thus requiring the three witnesses to sign only once for each bid number submitted.

(L) **Authority to Delay Bid Openings:** The County Manager is hereby authorized, without seeking prior approval of the Board in any particular case, to order a delay of any bid opening from its scheduled date and time to a time certain on the agenda of the next regularly scheduled meeting of the Board, or such special meeting called for such purpose. The delay may be ordered at any time prior to the time of the scheduled opening, provided that such order be in writing, addressed and delivered to the Purchasing division with a copy delivered to the County Manager, and that copies thereof be mailed by certified mail, return receipt requested to all responding bidders as soon thereafter as is reasonably practicable. Upon receipt of the order, the Purchasing division shall immediately record the date and time thereof. The Purchasing division shall continue to accept sealed bids up until the applicable deadline. At the date and time originally scheduled for the bid opening, the Purchasing division shall announce the delay order to all in attendance and shall continue to maintain in its custody all properly submitted sealed bids until further order of the Board. At the time certain scheduled before the Board, the County Manager shall present his reason or reasons for the delay order and his recommendation for disposition of bids submitted. The Board may order the bids to be opened then and there, or at some other time and date certain; it may cancel the bid and order the return of all bids unopened; it may order a further delay of the bid opening; or it may make any other order appropriate to the circumstances. If the bids are ultimately opened, they shall be reviewed as provided elsewhere herein. If a delay occurs as provided herein, then the 30 day withdrawal period as provided in 8(I) shall commence upon the date of the actual bid opening, provided such date is not more than 60 days subsequent to the originally scheduled date. No delay shall be ordered beyond such 60 day period, unless the parties submitting timely bids consent to such delay in writing. In no event is the County Manager authorized to extend the deadline for bid submittals for any particular project, only the bid opening date.

(M) **Contractor's Insurance Requirement:**

1. Any Contractor submitting a bid for any public works project must include, within its initial bid response, proof of the following insurance, in effect continuously from the date of submittal through the 60 days subsequent to the scheduled bid opening date:

a. Commercial General Liability

1.	General Aggregate	\$1,000,000
2.	Products and Completed Operations Aggregate	\$1,000,000
3.	Personal and Advertising Injury	\$1,000,000
4.	Each Occurrence	\$1,000,000
5.	Fire Damage (any one fire)	\$ 50,000
6.	Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1.	Any automobile-Combined bodily injury/property damage,	\$1,000,000
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with minimum limits for all additional coverages as required by Florida law

c. Workers Compensation/Employers Liability

1. Workers Compensation

statutory limits

2. Employers Liability

a.	Each Accident	\$ 100,000
b.	Disease-Policy	\$ 500,000
c.	Disease-Each Employee	\$ 100,000

d. Professional Liability

1. When required by contract-per occurrence

\$1,000,000

2. Upon being awarded the bid, the contractor must provide proof that such insurance will be in effect from the date of commencement of the project. The contractor will maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage will include all independent contractors and subcontractors. Either prior to or simultaneously with the execution of the contract, the successful bidder must deliver certificates of insurance for the required insurance coverages to the County naming "Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear" as "Additional Insureds." Said certificates of insurance shall also include a thirty day prior written notice of cancellation, modification or non-renewal to be provided to the County.

3. The Board reserves the right to waive, raise or lower the minimum coverages required for particular projects prior to bid solicitation by affirmative action. The Board will not waive any defects in a bid submittal pertaining to matters under this subsection.

**(N) Bid Awards and Protests:**

1. Both the **INSTRUCTIONS** and the **PUBLISHED NOTICE** for every sealed bid solicitation shall include conspicuously the following statements:

FOLLOWING THE BID OPENING AND TABULATION, A "NOTICE OF INTENT TO AWARD BID" OR A "NOTICE OF REJECTION OF ALL BIDS" WILL BE POSTED ON THE INTERNET AT: [insert bid notice web address<sup>1</sup>]. THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY'S WEBSITE AT: [insert County's homepage address<sup>2</sup>] BY [insert suitable directions<sup>3</sup>]. NO OTHER NOTICE WILL BE POSTED.

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<sup>1</sup> As of the date on which this Purchasing Policy was adopted, the bid notice web address was: [http://www.claycountygov.com/Departments/Finance/decision\\_bids.htm](http://www.claycountygov.com/Departments/Finance/decision_bids.htm).

<sup>2</sup> As of the date on which this Purchasing Policy was adopted, the County's homepage address was: <http://www.claycountygov.com/>.

<sup>3</sup> As of the date on which this Purchasing Policy was adopted, suitable directions would be: "FOLLOWING THE "Notice of Intent Bids" LINK UNDER THE "Business" ROLLOVER BUTTON".

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

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

2. Unless otherwise expressly directed by the Board in its decision on a bid award, immediately following such decision the County Manager shall cause a "Notice of Intent to Award Bid" or a "Notice of Rejection of All Bids" to be posted on the County's website, with the time and date of posting appearing thereon. Notice shall not be posted elsewhere. The notice shall be posted in portable document format or other secure format.
3. The failure on the part of a prospective bidder to include within the sealed bid envelope a proper bid bond or other security approved under this policy, if required for the particular bid solicitation, or the failure by a prospective bidder to file a written notice of protest and to file a written petition initiating a formal protest proceeding within the times and in the manner prescribed in this section shall constitute a waiver of the prospective bidder's right to protest the bid solicitation, any addendum thereto, the Board's bid decision, as applicable, and to initiate a formal protest proceeding hereunder.
4. A prospective bidder is solely responsible for determining whether a particular bid solicitation requires a bid bond, and for resolving any doubt by making appropriate inquiry.
5. The County Manager shall cause a copy of this policy to be posted on the County's website in portable document format or other secure format. The County Manager shall cause to be established conspicuous and easy-to-follow links to the policy from the homepage.
6. Any person who is adversely affected by a bid solicitation, by any addendum thereto, or by a bid decision may file with the County Manager a written notice of protest no later than 4:30 p.m. on the third business day immediately following the date notice is published, with respect to a bid solicitation; no later than 4:30 p.m. on the third business day immediately following the date of issuance, with respect to a bid addendum; and within 72 hours after the posting of the

notice, exclusive of hours occurring during days that are other than business days, with respect to a bid decision.

7. A formal protest proceeding shall be deemed commenced upon the timely filing of a written petition initiating the same. A written petition initiating a formal protest proceeding must be filed with the County Manager no later than 4:30 p.m. on the tenth calendar day immediately following the date on which the written notice of protest was filed; provided, if the tenth calendar day is not a business day, then the petition must be filed no later than 4:30 p.m. on the first business day immediately following said tenth calendar day. The petition must set forth with particularity the facts and law upon which the protest is based. The petition must conform substantially with the requirements for petitions set forth in Rule 28-106.201, Florida Administrative Code. References in this section to a petition shall mean a written petition initiating a formal protest proceeding filed in accordance with this subsection.

8. Any protest of a bid solicitation or bid addendum shall pertain exclusively to the terms, conditions, and specifications contained in a bid solicitation or bid addendum, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract.

9. Upon receipt of a formal written notice of protest that has been timely filed, the County Manager shall suspend the bid solicitation or bid award process until the subject of the protest is resolved by final action as specified in this section, unless the County Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. Such suspension shall be lifted immediately in the event the protesting party shall have failed to timely file a petition.

10. Intervenors shall be permitted to participate in the formal protest proceeding in accordance with the procedures governing intervenor practice set forth in Rule Chapter 28-106, Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.

11. In his or her discretion, the County Manager may provide an opportunity to resolve the protest by mutual agreement between the County Manager and the protesting party within 7 calendar days after receipt of a timely petition. Such agreement must be reduced to writing, signed by the County Manager and the protesting party or such party's authorized agent, and submitted to the Board at the earliest opportunity. The agreement shall not be deemed effective unless ratified by the Board. If the Board shall fail to ratify the agreement, then the protest shall proceed to resolution as hereinafter provided.

12. Within 10 business days following the timely filing of a petition, or, if the Board shall have considered but failed to ratify an agreement submitted to it under subsection 11, then within 10 business days thereafter, a hearing shall be conducted pursuant to subsection 13 before a hearing officer, who shall be the County Manager or his or her designee. The County Manager may designate any department head as the hearing officer; provided a department head who is substantially involved in or connected with the bid solicitation or bid award process shall be

deemed disqualified from serving as the hearing officer, unless such involvement or connection is purely ministerial in nature.

13. All hearings shall be conducted pursuant to written notice to the protesting party, the County Attorney's Office and all intervenors by the hearing officer specifying the time, date and place of the hearing. Particular rules and procedures governing each such hearing are as follows:

- a. The audio thereof shall be recorded electronically.
- b. Prior to the hearing only, motion practice may be permitted by the hearing officer in his or her discretion in accordance with the rules governing the same set forth in Rule Chapter 28-106, Florida Administrative Code. All motions shall be ruled upon prior to or at the start of the hearing, except that rulings on motions in limine may be deferred to an appropriate time during or after the hearing.
- c. Prior to the hearing, the protesting party, the County and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the protesting party, the County and all intervenors, and be submitted to the hearing officer at least two business days prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the hearing officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the items.
- d. The protesting party and all intervenors shall have the right to appear before the hearing officer at the hearing in proper person or through counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the protest. The County shall be deemed a party to the proceeding, and the County Attorney or any assistant county attorney may participate in the protest proceeding, appear before the hearing officer, present evidence and be heard on behalf of the County.
- e. All witnesses shall be placed under oath by the hearing officer prior to testifying, and shall be subject to cross-examination by any hearing participant.
- f. Hearsay evidence shall be admissible unless the hearing officer shall determine the same to be redundant, unreliable or prejudicial.
- g. At the hearing any hearing participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.

h. Immediately following the hearing, the County Manager shall cause a written transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously based upon the audio recording, and shall provide copies of the same to all of the hearing participants.

i. Within 7 business days following the hearing, the hearing officer shall submit a recommended order to the County Manager and serve copies on all hearing participants; provided, if the County Manager is the hearing officer, then within 7 business days following the hearing, the County Manager shall issue a recommended order and serve copies on all hearing participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the protest; provided, no finding of fact may be predicated solely upon the basis of hearsay.

j. The recommended order shall thereafter be submitted to the Board along with the transcript of the hearing testimony and the entire written and tangible record of the protest proceedings at the earliest opportunity to be considered at a time certain, with notice thereof served upon the hearing participants. Each of the hearing participants shall be allowed 3 minutes to address the Board regarding the recommended order, unless the Chairman in his or her discretion shall allow additional time. If a hearing participant intends to challenge any finding of fact in a recommended order that was based upon testimonial evidence, such participant shall be allowed 2 additional minutes for such purpose, and may direct the attention of the Board members to any portion of the transcript relevant to the challenge. The other hearing participants shall each have the right to offer argument in rebuttal to the challenge, and to direct the attention of the Board members to any portion of the transcript relevant to the rebuttal. No testimony or other evidence beyond the record and the transcript shall be presented to the Board. Thereafter the Board shall render its decision on the protest. In so doing the Board shall be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those for which it upholds a challenge. A challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the Board shall not be bound by any of the provisions of the recommended order. The decision of the Board shall be reduced to a written order signed by the Chairman, and shall constitute final action of the County on the protest.

k. The date, type and substance of all ex parte communications between any Board member and a hearing participant, including counsel therefor or any agent thereof, and between any Board member and third party, must be publicly disclosed by the Board member prior to the rendering of the Board's decision. All such communications that are written or received electronically must be filed for the record, and copies thereof provided to each Board member and hearing participant.

14. All proceedings before the hearing officer shall be informal, and customary rules of evidence shall be relaxed. In all respects both the hearing officer and the Board shall observe the requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the protest.

15. Ex parte communications between a hearing participant and the hearing officer are forbidden. The hearing officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the attempted communication, or requiring the offending hearing participant to disclose promptly the attempted communication, to the other hearing participants. Where necessary, the hearing officer may recuse himself or herself, and the subsequently designated hearing officer may order the offending participant to pay for all or any portion of the costs incurred by the County and any other hearing participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from further participation. Neither the County Attorney nor any assistant county attorney shall be subject to this subsection or prohibited from engaging in ex parte communications with the hearing officer.

16. The purpose of this policy is to promote fairness and public confidence in the competitive bidding process. To further such end, and except as otherwise specifically provided herein, the substantive law governing the resolution of bid protests found in the decisions of the Florida appellate courts, as well as any statutes or agency rules that may be applicable to the particular bid solicitation, shall guide the hearing officer and the Board in rendering a decision on a bid protest under this section. The significant principles of law governing the bid protest and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:

- a. The burden is on the party protesting the award of the bid to establish a ground for invalidating the award.
- b. The standard of proof for the protest proceeding shall be whether the proposed award was clearly erroneous, contrary to competition, arbitrary, or capricious.
- c. The proposed award shall be deemed arbitrary or capricious if it is contrary in a material way to any governing statutes, the County's rules or policies, or the bid or proposal instructions or specifications.
- d. The scope of the inquiry is limited initially to whether the proposed award is improper under the foregoing standard of proof. If and only if the hearing officer first determines on the basis of competent and substantial evidence that the proposed award is improper, then the hearing officer may recommend, in accordance with the law and this policy, an alternate disposition for the proposed award. Such disposition may include, but shall not be limited to, rejecting all bids, or awarding all or a portion of the bid to the protesting party.
- e. A bid protest proceeding may not serve as a vehicle for the Board to revisit the proposed award absent a determination of impropriety as set forth above.

17. By written agreement amongst the protesting party, the County, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a protest for which a petition has been timely filed may be modified or waived so long as such modification

or waiver shall not hinder or thwart the proper and expeditious resolution of the protest, or otherwise operate to undermine the salutary purposes of competitive, public bidding.

18. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a hearing participant's procedural or substantive due process rights, a hearing officer may modify or suspend the applicability of any of the provisions or requirements of this section in the course of conducting a protest proceeding hereunder; provided, a hearing officer may not modify or suspend any of the provisions or requirements of subsections 3, 4, 6, 7, 8, 16, 20, 21 and 22 hereof.

19. Except and to the extent specifically provided in this section, and except and to the extent otherwise specified provided by written agreement amongst the protesting party, the County, and all then-existing intervenors, no provisions of Rule Chapter 28-106, Florida Administrative Code, shall be deemed applicable to the resolution of protests under this section.

20. For purposes of this section, the filing with the County Manager of a written notice of protest or of a written petition initiating a formal protest proceeding shall be deemed accomplished only when the original written notice or original written petition has been physically received by the County Manager or his or her designee. A notice or petition shall be deemed original only if it bears the original signature of the protesting party or such party's authorized agent. No notice or petition may be filed by facsimile transmission or by e-mail, and any notice or petition received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service or of the United States Postal Service to file a notice or petition shall be entirely at the risk of the person submitting the same, and any such notice or petition so received after the applicable deadline shall be deemed untimely.

21. For purposes of this section, a business day shall mean any 24-hour day that is not a Saturday, a Sunday, or a holiday observed by the County.

22. For purposes of this section, counsel shall mean an attorney who is a member of the Florida Bar in good standing.

23. For purposes of this section, all notices of protest and petitions initiating formal protest proceedings, and all stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to a hearing officer shall be on white, opaque paper 8 ½ by 11 inches in size. The pages of all such documents shall have margins on all sides of not less than 1 inch; shall be in Times New Roman or Courier New font no smaller than 12 in size, including footnotes and endnotes; shall have standard double-spacing between lines, excluding quotations, footnotes and endnotes; and shall be numbered at the bottom. All quotations shall be indented. Briefs shall not exceed 15 pages in length, and may not include any appendices. A digital copy of all written stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to the hearing officer must be simultaneously provided to the hearing officer in Word format, version 2000 or later, on compact disc or 3 ½" diskette.

24. For purposes of this section, a hearing participant shall mean and include the protesting party, the County and any intervenor.

25. This section shall be construed and implemented so as to secure the just, speedy, and inexpensive resolution of bid protests.

(O) **UTILITY RELOCATION AGREEMENTS:** Prior to soliciting bids for right of way improvements and other public works projects that require the removal or relocation of utilities, agreements with the affected utilities must be entered into providing for the terms, scheduling and conditions of such relocation and removal. The County Manager may develop and maintain such form of agreement as may be appropriate for accomplishing the requirements of this section. (*Resolution No. 09/10-65*)

(P) **NO-CONTACT RULE:** (*Resolution No. 09/10-81*)

1. As used in this section and unless the context clearly requires otherwise, the following terms and phrases shall have the meanings herein ascribed:

a. Contacting shall mean communicating or attempting to communicate by any means, whether orally, telephonically, electronically or in writing.

b. Bidder shall mean any person or entity submitting a response to a bid solicitation, and shall include all owners, shareholders, principals, officers, employees and agents thereof.

c. Bid shall mean any bid, request for proposals and request for qualifications.

d. Solicitation period shall mean the time between the publication of the notice of the bid and the opening of the bid.

e. Evaluation period shall mean the time between the opening of the bid and the award thereof by the Board of County Commissioners.

2. The instructions for all solicitations of bids to be submitted under seal shall include provisions prohibiting bidders from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator, and the foregoing instructions shall so state.

3. The no-contact rule set forth in subsection 2 shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in

the bid solicitation package.

4. The purpose of the no-contact rule set forth in subsection 2 is to prevent any one bidder from gaining an advantage over other bidders through lobbying or otherwise attempting to influence the procurement decision through discussions or the presentation of information or materials outside of the process contemplated in the bid solicitation package and this purchasing policy, and also to ensure that the dissemination of information from the County entity to bidders regarding the bid solicitation is equal and uniform.

## Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-			-	

Employer identification number								
				-				

### Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

### General Instructions

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

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

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

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

#### **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### **Updating Your Information**

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

### **Penalties**

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

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

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

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

### **Specific Instructions**

#### **Name**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

## Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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

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

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

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

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

### What Name and Number To Give the Requester

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

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

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

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

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

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

### Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

### Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

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