



## Agenda Item Details

Meeting	Jun 14, 2022 - REGULAR SCHOOL BOARD MEETING
Category	Q. Finance - Consent
Subject	16. Request for Approval of Bid #2022-16, Playground Equipment, Shade Structure, Surfacing, and Related Products and Services
Access	Public
Type	Action (Consent)
Recommended Action	Approval of Bid #2022-16, Playground Equipment, Shade Structure, Surfacing, and Related Products and Services
Goals	GF-4 Maximize Resources

## Public Content

### Background Information:

Bids were requested for a fixed percentage for the purchase and installation of playground equipment, shade structures, surfacing, and related products and services. This bid provides a variety of manufacturer's for schools and departments to choose from.

### Educational Impact:

This bid helps to provide an appropriate environment which is essential to the educational process.

### Strategic Plan Impact:

Supports the District's mission statement by providing appropriate products for instructional leaders to choose from, to help students master all academic standards.

### Fiscal Impact:

Funding for purchases under this bid is included in the budget of schools and departments.

### Recommendation:

Approval of Bid #2022-16, Playground Equipment, Shade Structure, Surfacing, and Related Products and Services, for Playground Equipment, to Advanced Recreational Concepts, Bliss Products and Services, Inc., BYO Recreation, Lanier Plans, Inc., dba KorKat, PlayCore Wisconsin, Inc., dba GameTime, Playmore West, Inc., PlayPower LT Farmington, Inc., c/o Playworx Playsets LLC, Project Innovations, Inc., Southern Recreation, Inc., and Top Line Recreation, Inc.; for Shade Structures, to Advanced Recreational Concepts, Bliss Products and Services, Inc., BYO Recreation, Lanier Plans, Inc., dba KorKat, PlayCore Wisconsin, Inc., dba GameTime, Project Innovations, Inc., Southern Recreation, Inc., and Top Line Recreation, Inc.; and for Repair Work, to Advanced Recreational Concepts, Bliss Products and Services, Inc., BYO Recreation, Lanier Plans, Inc., dba KorKat, PlayCore Wisconsin, Inc., dba GameTime, Playmore West, Inc., PlayPower LT Farmington, Inc., c/o Playworx Playsets LLC, Southern Recreation, Inc., and Top Line Recreation, Inc., for the period of July 1, 2022 through June 30, 2023.

### Action Required:

Approval of the Superintendent's recommendation.

### Drafted, reviewed and submitted by:

Patrick Snodgrass, CPSM, Director of Purchasing

Gretchen Saunders, Chief Financial Officer  
Michael Degutis, Chief of Staff

**Sincerely,**  
**Tim Forson**  
**Superintendent of Schools**

Bid #2022-16 Playground Equipment, Shade Structure, Surfacing, and Related Products and Services June 2022.pdf (543 KB)

## **Administrative Content**

*Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.*

## **Workflow**

Workflow

- May 16, 2022 1:56 PM :: Submitted by Wendy Wilson. Routed to Wendy Wilson for approval.
- May 16, 2022 1:56 PM :: Approved by Wendy Wilson. Routed to Patrick Snodgrass for approval.
- May 24, 2022 4:58 PM :: Approved by Patrick Snodgrass. Routed to Carolyn Johnson for approval.
- May 25, 2022 9:43 AM :: Approved by Carolyn Johnson. Routed to Gretchen Saunders for approval.
- May 25, 2022 3:42 PM :: Approved by Gretchen Saunders. Routed to Mike Degutis for approval.
- May 26, 2022 1:39 PM :: Approved by Mike Degutis. Routed to Gina Fallica for approval.
- Jun 2, 2022 11:00 AM :: Approved by Gina Fallica. Routed to Tim Forson for approval.
- Jun 8, 2022 1:38 PM :: Final approval by Tim Forson

Last Modified by Tim Forson on June 8, 2022

PLAYGROUND EQUIPMENT						
Bidders Information	Playground Equipment Manufacturer and Percentage Discount of List Price		Playground Equipment Installer and Percentage Installation Cost	Surfacing Materials		
	Advanced Recreational Concepts	Playcraft Systems			2%	Playspace Services
	ID Sculptures	2%				
	Freenotes Harmony Park	2%				
	Grounds for Play	2%				
	Ultraplay	2%				
Bliss Products and Services, Inc.	Action Play Systems	5%	Sandee Sod, Inc.	50%	Yes	
	Big Toys	5%				
	Elephant Play	5%				
	Freenotes Harmony Park	5%	Complete Construction			
	Frog Furnishings	5%				
	Jensen	5%	Safety First			
	Park Structures	All Structures				10%
		Swings Only				5%
	Sportsplay	10%	Shady Surfacing & More, LLC			
	Ultraplay	10%				
Ultra Site	10%					
BYO Recreation	BYO Recreation	35%	National Playground Construction (NPC)	35%	Yes	
	Play & Park Structures	35%				
Industrial Shadeports, Inc.	Industrial Shadeports	5%	None	126%	Yes	
Lanier Plans, Inc., dba KorKat	SRP Playgrounds	5%		30%	Yes	
Legacy Construction Services Group Inc., dba Pro Playgrounds	PlaygroundEquipment.com	10%		35%	No	
	Superior Recreational Products	5%				
PlayCore Wisconsin, Inc., dba GameTime	All GameTime Playground Equipment	10%	John Fitzgerald, Inc.	40%	Yes	
Playmore West, Inc.	Playworld	3%		35%	Yes	
	Berliner	3%				
PlayPower LT Farmington, Inc. c/o Playworx Playsets LLC.	PlayPower LT Farmington, Inc. Little Tikes Commercial	15%	Gerald Bosgraaf and Sons	40%	Yes	
Project Innovations, Inc.	Jambette	3%		50%	Yes	
	PlaygroundEquipment.com	5%				
	Kids Pro Surf Turf & Play Pad by Project Innovations Inc	5%				
Southern Recreation, Inc.	SRP Playgrounds	7%	N/A	30%	Yes	
	Grounds for Play	7%				
	Ultra Play	5%				
Swartz Associates, Inc.	NO BID		NO BID		NO BID	
Top Line Recreation, Inc.	BCI Burke Company LLC	5%	Al Bosgraaf & Sons	42%	No	
	Yalp - Electronic Playgrounds	5%				
	Percussion Play	5%				

SHADE STRUCTURES				
Bidders Information	Shade Structure Manufacturer and Percentage Discount of List Price		Shade Structure Installer and Percentage Installation Cost	
Advanced Recreational Concepts	SRP Shade	5%	Playspace Services	49%
Bliss Products and Services, Inc.	Outback Shelters	10%	Sandee Sod, Inc.	80%
	Modern Shade	5%	Complete Construction	
			Safety First	
			Shady Surfacing & More, LLC	
BYO Recreation	Superior Recreational Products	5%	National Playground Construction (NPC)	50%
Industrial Shadeports, Inc.	Industrial Shadeports	5%	none	126%
Lanier Plans, Inc. dba KorKat	Superior Shade	5%		90%
Legacy Construction Services Group Inc., dba Pro Playgrounds	Superior Recreational Products	5%		35%
PlayCore Wisconsin, Inc., dba GameTime	GameTime Shade Structures	5%	John Fitzgerald, Inc.	95%
Playmore West, Inc.	Playworld	3%		200%
PlayPower LT Farmington, Inc., c/o Playworx Playsets, LLC	USA Shade	5%	Gerald Bosgraaf and Sons	175%
Project Innovations, Inc.	Pro Shade by Project Innovations Inc.	5%		85%
Southern Recreation, Inc.	SRP Shades	5%		30% + footer cost
Swartz Associates, Inc.	NO BID		NO BID	
Top Line Recreation, Inc.	Shade Systems Inc.	5%	Al Bosgraaf & Sons	42%
	Americana	5%		
REPAIR WORK				
Bidders Information	Hourly Rate for Repair Work		Percentage Markup over Cost for Materials	
Advanced Recreational Concepts	\$50.00		33%	
Bliss Products and Services, Inc.	\$85.00		35%	
BYO Recreation	\$100.00		10%	
Industrial Shadeports, Inc.	\$135.00		15%	
Lanier Plans, Inc., dba KorKat	\$85.00		20%	
Legacy Construction Services Group Inc., dba Pro Playgrounds	\$250.00		25%	
PlayCore Wisconsin, Inc., dba GameTime	\$150.00		0%	
Playmore West, Inc.	\$150.00		25%	
PlayPower LT Farmington, Inc., c/o Playworx Playsets, LLC	\$75.00		20%	
Project Innovations, Inc.	\$650.00		100%	
Southern Recreation, Inc.	\$135.00		25%	
Swartz Associates, Inc.	NO BID		NO BID	
Top Line Recreation, Inc.	\$120.00		25%	

Thirteen (13) responses received. Industrial Shadeports, Inc., and Legacy Construction Services Group, Inc., dba Pro Playgrounds have been deemed non-responsive. Recommend award to Advanced Recreational Concepts, Bliss Products and Services, Inc., BYO Recreation, Lanier Plans, Inc., dba KorKat, PlayCore Wisconsin, Inc., dba GameTime, Playmore West, Inc., PlayPower LT Farmington, Inc., c/o Playworx Playsets LLC, Project Innovations, Inc., Southern Recreation, Inc., and Top Line Recreation, Inc., for Playground Equipment. Advanced Recreational Concepts, Bliss Products and Services, Inc., BYO Recreation, Lanier Plans, Inc., dba KorKat, PlayCore Wisconsin, Inc., dba GameTime, Project Innovations, Inc., Southern Recreation, Inc., and Top Line Recreation, Inc., for Shaded Structures. Advanced Recreational Concepts, Bliss Products and Services, Inc., BYO Recreation, Lanier Plans, Inc., dba KorKat, PlayCore Wisconsin, Inc., dba GameTime, Playmore West, Inc., PlayPower LT Farmington, Inc., c/o Playworx Playsets LLC, Southern Recreation, Inc., and Top Line Recreation, Inc., for Repair Work.

**St. Johns County School District**  
Sebastian Administrative Annex  
Purchasing Department  
3015 Lewis Speedway, Building 5  
St. Augustine, FL 32084



# INVITATION TO BID (ITB)

## REQUIRED RESPONSE FORM

BID NO.: 2022-16  
RELEASE DATE: February 28, 2022

**INVITATION TO BID TITLE: Playground  
Equipment, Shade Structure, Surfacing, and  
Related Products and Services**

F.O.B. Destination: **District Wide**

CONTACT: Patrick Snodgrass  
Director of Purchasing  
(904) 547-8941  
patrick.snodgrass@stjohns.k12.fl.us

**BID DUE DATE AND TIME: March 29, 2022 @ 1:30 pm EST**  
**BID OPENING DATE AND TIME: March 29, 2022 @ 2:00 pm EST**

SUBMIT BID TO: Sebastian Administrative Annex  
Purchasing Department  
3015 Lewis Speedway, Building 5  
St. Augustine, FL 32084

BID OPENING LOCATION: Sebastian Administrative Annex  
Purchasing Department  
3015 Lewis Speedway, Building 5  
St. Augustine, FL 32084

**REQUIRED SUBMITTALS CHECKLIST** - Each submittal checked below is **required** for Bid to be considered.

- Literature     Specifications     Catalogs     Product Samples: See Special Conditions  
 Debarment Form     Manufacturer's Certificate of Warranty  
 Drug-Free Workplace Certification     List of References  
 Certificate of Insurance: See Special Conditions  
 Additional submittals specific to this ITB may also be required – See Special Conditions for details

**BIDDER MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR BID TO BE CONSIDERED.**

Company Name: \_\_\_\_\_

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

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_ FEIN: \_\_\_\_\_

**Signature of Owner or  
Authorized Officer/Agent** \_\_\_\_\_ Telephone: \_\_\_\_\_

Typed Name of Above: \_\_\_\_\_ FAX: \_\_\_\_\_

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

By my signature, I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity or person submitting an offer for the same materials, supplies, equipment, or services (s), and is in all respects fair and without collusion or fraud. I further agree to abide by all conditions of this invitation and certify that I am authorized by the offeror to sign this response. In submitting an offer to the School Board of St. Johns County, I, as the Bidder, offer and agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the School Board of St. Johns County all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or service(s) purchased or acquired by the School Board. At the School Board's discretion, such assignment shall be made and become effective at the time the School Board of St. Johns County tenders final payment to the vendor.

## GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION

Bidder: To ensure acceptance of the bid follow these instructions:

1. **DEFINITIONS:** For purpose of these General Conditions "ITB" refers to the Invitation to Bid. "Bid" refers to the completed ITB Required Response Form above, together with all supporting documentations and submittals. "Bidder" or "Contractor" or "Respondent" or "Vendor" refers to the entity or person that submits the Bid. "District" refers to the St. Johns County School District, and "School Board" to the St. Johns County School Board. "Purchasing Department Representative" refers to the Purchasing Department staff member named as its contact on the first page of the ITB. "Conditions" refers to both the General Conditions and the Special Conditions of this ITB.
2. **EXECUTION OF BID:** The ITB Required Response Form must be completed, signed, and returned in a sealed envelope to the Purchasing Department, together with the Bid and all required submittals. All Bids must be completed in ink or typewritten. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All corrections should be initialed by the person signing the Bid even when using opaque correction fluid. Any illegible entries will not be considered for award. The ITB General Conditions, Special Conditions and specifications **cannot** be changed or altered in any way by the Bid or otherwise by the Bidder. In the event of any conflict between the Conditions and specifications of the ITB and the terms and conditions of the Bid, the Conditions and specifications of the ITB take precedence. Any failure to comply with the ITB Conditions or specifications or attempt to alter them by the Bidder shall be grounds for rejection of the Bid.
3. **SUBMISSION OF BID:** The completed Bid must be submitted in a sealed envelope with the ITB title and bid number on the outside. Bids must be time stamped by the Purchasing Department prior to the ITB due time on date due. No Bid will be considered if not time stamped by the Purchasing Department prior to the stated submission deadline. Bids submitted by telegraphic or facsimile transmission will not be accepted unless authorized by the Special Conditions of this ITB.
4. **SPECIAL CONDITIONS:** The Purchasing Department has the authority to issue Special Conditions as required for a particular ITB. Any Special Conditions that vary from these General Conditions shall take precedence over the General Conditions.
5. **PRICES QUOTED:** Deduct trade discounts and quote a firm net price. Give both unit price and aggregate total. Prices must be stated in units to quantity specified in the ITB. In case of discrepancy in computing the amount of the Bid, the **Unit Price** quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid. Bidder is responsible for freight charges. Bidder owns goods in transit and files any claims, unless otherwise stated in Special Conditions. Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items. If a Bidder offers a discount or offers terms less than Net 30, it is understood that a minimum of thirty (30) days will be required for payment. If a payment discount is offered, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
  - a) **Taxes:** The School Board does not pay Federal excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board-owned real property as defined in Chapter 192 of the Florida Statutes.
  - b) **Mistakes:** Bidders are expected to examine the General and Special Conditions, specifications, delivery schedules, Bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk.
  - c) **Conditions and Packaging:** It is understood and agreed that any item offered or shipped as a result of this ITB shall be new (current production model at the time of this ITB) unless otherwise stated. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
  - d) **Underwriters' Laboratories:** Unless otherwise stipulated in the ITB, all manufactured items and fabricated assemblies shall be U.L. listed where such has been established by U.L. for the item(s) offered and furnished. In lieu of the U.L. listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
  - e) **Preference for St. Johns County Bidders:** For all purchases made by the School Board, prices and quality being equal, preference may be given to St. Johns County Bidders, subject to certification as a drug-free workplace (Florida Statutes 287.087 and 287.084).
6. **BRAND NAMES:** The District reserves the right to invite Bids for a particular product or specific equipment by manufacturer, make, model or other identifying information. However, a Bidder may propose a substitute product of equal quality and functionality unless the Conditions or specifications state that substitute products or equipment may not be proposed and will not be considered. If a substitute product is proposed, it is the Bidder's responsibility to submit

with the Bid brochures, samples and/or detailed specifications on the substitute product. The District shall be the sole judge in the exercise of its discretion for determining whether the substitute product is equal and acceptable.

7. **QUALITY:** The items proposed must be new and equal to or exceed specifications. The manufacturer's standard warranty shall apply. During the warranty period, the successful Bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same warranty as the original equipment. The successful Bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.
8. **SAMPLES:** Samples of items, when required, must be furnished free of expense by the ITB due date unless otherwise stated. If not destroyed, upon request, samples will be returned at the Bidder's expense. Bidders will be responsible for the removal of all samples furnished within thirty (30) days after ITB opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with Bidder's name, ITB number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the ITB. Unless otherwise indicated, samples should be delivered to the office of the Purchasing Department of the St. Johns County School Board, Sebastian Administrative Annex, 3015 Lewis Speedway Building 5, St. Augustine, FL 32084.
9. **TESTING:** Items proposed may be tested for compliance with ITB Conditions and specifications.
10. **NON-CONFORMITY:** Items delivered that do not conform to ITB Conditions or specifications may be rejected and returned at Bidder's expense. Goods or services not delivered as per delivery date in ITB and/or purchase order may be purchased on the open market. The Bidder shall be responsible for any additional cost. Any violation of these stipulations may also result in Bidder being disqualified from participating in future competitive solicitations or otherwise doing business with the District.
11. **DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), the Bid must show the number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for recommending an award (see Special Conditions).
12. **REQUESTS FOR CLARIFICATION:** No correction or clarification of any ambiguity, inconsistency or error in the ITB Conditions and specifications will be made to any Bidder orally. Any request for such interpretation or correction should be by email addressed to the Purchasing Department Representative prior to the deadline specified in the Special Conditions for submitting questions. All such interpretations and supplemental instructions will be in the form of written addenda to the ITB. Only the interpretation or correction so given by the Purchasing Department Representative, by email or in writing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret the ITB Conditions and specifications.
13. **DISPUTE:** Any dispute concerning the Conditions or specifications of this ITB or the contract resulting from this ITB shall be decided by Purchasing Department and that decision shall be final.
14. **AWARDS:** Bids shall be reviewed in accordance with the ITB Conditions and specifications and the best interest of the School District. To that end, the Board reserves the right to reject any and all Bids; to waive any irregularities or informalities; to accept any item or group of items; to request additional information or clarification from any Bid; to acquire additional quantities at prices quoted in the Bid unless additional quantities are not acceptable, in which case the Bid must be conspicuously labelled "BID IS FOR SPECIFIED QUANTITY ONLY", and to purchase the product or service at the price and terms of any contract with a governmental entity procured by competitive solicitation, in accordance with Florida law. The decision to award a contract or take other action in regard to the ITB shall be made in the best interest of the School District.
15. **OTHER GOVERNMENTAL AGENCIES:** Successful bidder(s) may permit any school board, community college, state university, municipality, or other governmental entity, to include public charter schools, to purchase goods or services based on the contract awarded as a result of this ITB. Such purchases shall be governed by the same terms and conditions as stated herein.
16. **MARKING:** A packing list must be included in each shipment and shall show the School Board purchase order number, ITB number, school name or department name, contents and shipper's name and address; mark packing list and invoice covering final shipment "Order Completed". If no packing list accompanies the shipment, the buyer's count will be accepted. Mark each package clearly with (A) shipper's name and address, (B) contents, (C) the School Board of St. Johns County purchase order number, and (D) ITB number.
17. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination shown on purchase order unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Bidder until acceptance by the District. If the materials or services supplied to the District are found to be defective or do not conform to specifications, the Board reserves the right to cancel the order upon written notice to the Bidder and return product at Bidder's expense.
18. **BILLING AND PAYMENT:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to St. Johns County School District, Accounts Payable Department, 40 Orange Street, St. Augustine, FL 32084. Payment will be made as prescribed in the Special Conditions and properly invoiced.

19. **COPYRIGHT AND PATENT RIGHTS:** The Bidder, without exception, shall indemnify and hold harmless the School Board and its employees from liability of any nature or kind, including legal fees and other costs and expenses, for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the School Board. If the Bidder uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the Bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
20. **OSHA:** The Bidder warrants that the product supplied to the School Board shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will constitute a breach of contract.
21. **LEGAL REQUIREMENTS:** The Bidder shall comply with Federal, State, County, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein. Lack of knowledge by the Bidder will in no way be a cause for relief from responsibility.
22. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of the School Board. Further, all Bidders must disclose the name of any Board employee who owns directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the Bidder's firm.
23. **ANTI-DISCRIMINATION:** The Bidder certifies that Bidder is in compliance with the requirements of law regarding equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or disability.
24. **LICENSES AND PERMITS:** The Bidder shall be responsible for obtaining, at its expense, all licenses and permits required for performance of the work or services resulting from the ITB award.
25. **BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the Bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful Bidders. After acceptance of Bid, the Board will notify the successful Bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. St. Johns County School District shall be named as additional insured on policies required by detailed specifications. Upon receipt of the performance bond, the Bid bond will be returned to the successful Bidder.
26. **DEFAULT AND REMEDIES:** The following remedies for default shall apply.
  - a) **Failure to Timely Deliver.** The parties acknowledge and agree that the damages for the failure of the successful Bidder to timely deliver the products or services contracted for may be difficult to determine. Moreover, both parties wish to avoid lengthy delay and expensive litigation relating to the failure of the successful Bidder to deliver on time. Therefore, in the event the successful Bidder fails to timely deliver the products or services contracted for, the School Board may exercise the remedy of liquidated damages against the successful Bidder in an amount equal to 25% of the unit price Bid, times the quantity. The successful Bidder shall pay that sum to the School Board not as a penalty, but as liquidated damages intended to compensate for unknown and unascertainable damages.
  - b) **Other Default.** In the event of default for any reason other than the failure of the successful Bidder to timely deliver the products or services contracted for, the School Board may exercise any and all remedies in contract or tort available to it, including, but not limited to, the recovery of actual and consequential damages.
27. **TERMINATION:** In the event any of the provisions of this ITB are violated by the Bidder, the Purchasing Department reserves the right to reject its Bid. Furthermore, the School Board reserves the right to terminate any contract resulting from this ITB for financial or administrative convenience, as determined in its sole business judgment, upon giving thirty (30) days prior written notice to the other party.
28. **FACILITIES:** The Board reserves the right to inspect the Bidder's facilities at any time with prior notice.
29. **ASBESTOS STATEMENT:** All material supplied to the School Board must be 100% asbestos free. Bidder by virtue of proposing, certifies by signing Bid, that if awarded any portion of this Bid, will supply only material or equipment that is 100% asbestos free.
30. **INDEMNITY AND HOLD HARMLESS AGREEMENT:** During the term of this Bid and any contract awarded to Bidder as a result of this ITB, the Bidder shall indemnify, hold harmless, and defend the School Board, its agents, and employees from any and all costs and expenses, including but not limited to, attorney's fees, reasonable investigative and recovery costs, court costs and all other sums which the Board, its agents, servants and employees, may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or actions founded, thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Bidder, its agents, or employees, or any of its equipment, including, without limitation, claims for damages, injury to person or property, including the Board's property, or death.
31. **CRIMINAL BACKGROUND SCREENING:** Pursuant to Florida Statute 1012.467 and School Board Rule 7.142, the District will issue and recognize statewide background badges to non-instructional contractor employees who meet the clearance requirements of Florida Statute 1012.467(2)(g) when it is not anticipated that they will come into direct contact with students. However, pursuant to Florida Statute 1012.467 and School Board Rule 7.142, if the District is unable to



rule out that Bidder's employees or subcontractors may come into contact with students, then, in the paramount interest of student safety, the employees will be required to undergo and pass background screening in accordance with School Board Rule 7.142, unless another statutory exemption applies.

**For this ITB:**

- A.  Student contact not anticipated
- B.  Student contact anticipated

If Box A is checked, statewide badge will be recognized or issued, if requested and the contractor meets clearance requirements.

If Box B is checked, background screening pursuant to School Board Rule 7.142(4) will be required.

**The Bidder acknowledges and agrees to comply with the requirements of School Board Rule 7.142. Bidder shall be responsible for the expense of the background screening of its employees.**

- 32. **VENUE:** Any suit, action, or other legal proceedings arising out of or relating to any contract awarded based upon this ITB shall be brought in a court of competent jurisdiction in St. Johns County, Florida. The parties waive any right to require that a suit, action, or proceeding arising out of this Agreement be brought in any other jurisdiction or venue.
- 33. **WAIVER OF JURY TRIAL:** The parties knowingly, voluntarily, and intentionally waive their right to trial by jury with respect to any litigation arising out of, under, or in connection with this ITB or any contract awarded upon this ITB. This provision is a material inducement for the School Board to enter into a contract with the successful Bidder.
- 34. **LOBBYING:** Lobbying is not permitted with any District personnel or School Board members in connection with any ITB or competitive solicitation. All oral or written inquiries must be directed through the Purchasing Department. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel on the award of this contract. Any Bidder or any individuals that lobby on behalf of Bidder will result in rejection/disqualification of said Bid.
- 35. **ASSIGNMENTS:** The successful bidder may not sell, assign or transfer any of its rights, duties or obligations under Bid contract without the prior written consent of the School Board.
- 36. **PROTEST:** Failure to give notice or file a protest within the time prescribed in Section 120.57 (3), Florida Statutes, shall constitute a waiver of any protest.
- 37. **COMPLIANCE WITH FEDERAL REGULATIONS:** All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(l) and 85.510, Code of Federal Regulations and are included by reference herein.
- 38. **PUBLIC ENTITY CRIME:** Pursuant to Florida Statute 287.133, 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 of Florida Statute, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- 39. **COLLECTION, USE OR RELEASE OF SOCIAL SECURITY NUMBERS:** The St. Johns County School District is authorized to collect, use or release social security numbers (SSN) of vendors, contractors and their employees and for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law (Sections 119.07(5)(a)2 and 3, Florida Statutes):
  - a) **Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement/, if SSN is available** [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.07(5)(a)6]
  - b) **Vendors/Consultants that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9** [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.6109-1, and Fla. Stat. § 119.07(5)(a)2 and 6]
- 40. **PURCHASING AGREEMENTS AND STATE TERM CONTRACTS:** The Purchasing agreements and state term contracts available under s. 287.056 have been reviewed.
- 41. **DISCRIMINATORY VENDOR LIST:** Pursuant to Florida Statute 287.134, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

- 42. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:** Pursuant to Florida Statute 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or for \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to 215.473 or is engaged in business operations in Cuba or Syria.

The company/vendor certifies by submission and signature of this bid that: it is not on the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; the Scrutinized Companies that Boycott Israel list, engaged in a boycott of Israel or that it is not engaged in business operations in Cuba or Syria. Any contract for goods or services of any amount may be terminated at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. A contract for goods and services of \$1 million or more may be terminated at the option of the awarding body if the company is found to have submitted false certification, has been placed on any of the other lists in this section or has been engaged in business operations in Cuba or Syria.

- 43. PUBLIC RECORDS AND CONFIDENTIALITY:** Subject to the limited confidentiality afforded pending competitive solicitation by Florida Statute 119.071, the ITB and all Bids are public records subject to disclosure pursuant to the Florida Public Records Law. Requests for tabulations and other records pertinent to the competitive solicitation shall be processed in accordance with the Florida Public Records Law. By submitting a Bid, Bidders will be deemed to have waived any claim of confidentiality based on trade secrets, proprietary rights, or otherwise.

Florida Statute 119.0701 requires the Contractor to comply with Florida's public records laws with respect to services performed on behalf of the School District. Specifically, the Statute requires that the Contractor:

- a) Keep and maintain public records required by the School District to perform the service.
- b) Upon request from the School District's custodian of public records, provide the School District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the School District.
- d) Upon completion of the contract, transfer, at no cost, to the School District all public records in possession of the Contractor or keep and maintain public records required by the School District to perform the service. If the Contractor transfers all public records to the School District upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School District, upon request from the School District's custodian of public records, in a format that is compatible with the information technology systems of the School District.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 904-547-7637; [sjpubrec@stjohns.k12.fl.us](mailto:sjpubrec@stjohns.k12.fl.us) ; OR ST. JOHNS COUNTY SCHOOL BOARD, ATTN: COMMUNITY RELATIONS, 40 ORANGE STREET, ST. AUGUSTINE, FL 32084**

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

*This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.*

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
  - (a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
  - (b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
  - (d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Firm	PR/Award Number and/or Project Name
Printed Name	Title of Authorized Representative
Signature	Date

## DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program *shall be given preference* in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

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

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

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(Vendor's Signature)



**BIDDER’S STATEMENT OF PRINCIPAL PLACE OF BUSINESS**

(Must be completed & submitted with each competitive solicitation)

Bid number and description: \_\_\_\_\_

Identify the state in which the Vendor has its principal place of business: \_\_\_\_\_

**Instructions: IF your principal place of business above is located within the State of Florida, the Vendor must sign below and submit this form with your bid response, no further action is required.**

**However, if your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. FAILURE TO COMPLY SHALL BE CONSIDERED TO BE NON-RESPONSIVE TO THE TERMS OF THE SOLICITATION.**

**OPINION OF OUT –OF-STATE BIDDER’S ATTORNEY ON BIDDING PREFERENCES**

(To be completed by the Attorney for an Out-of-State Vendor)

**NOTICE:** Section 287.084(2), Florida Statute, provides that “a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state (or political subdivision thereof) to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.” See also: Section 287.084(1), Florida Statutes.

**LEGAL OPINION ABOUT STATE BIDDING PREFERENCES**

(Please Select One)

\_\_\_\_\_ The Vendor’s principal place of business is in the State of \_\_\_\_\_ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

\_\_\_\_\_ The Vendor’s principal place of business is in the State of \_\_\_\_\_ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: (Please describe applicable preference(s) and identify applicable preference(s) and identify applicable state law(s)):

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

**LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES**

(Please Select One)

\_\_\_\_\_ The Vendor’s principal place of business is in the political subdivision of \_\_\_\_\_ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

\_\_\_\_\_ The Vendor’s principal place of business is in the political subdivision of \_\_\_\_\_ and the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: (Please describe applicable preference(s) and identify applicable authority granting the preference(s)):

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

Signature of out-of-state Vendor’s attorney: \_\_\_\_\_

Attorney’s printed name: \_\_\_\_\_

Address of out-of-state Vendor’s attorney: \_\_\_\_\_

Phone number/e-mail of out-of-state Vendor’s attorney: \_\_\_\_\_

Attorney’s states of bar admission: \_\_\_\_\_

Vendor’s Signature: \_\_\_\_\_

Vendor’s Printed Name: \_\_\_\_\_

## **EDGAR CERTIFICATIONS**

All purchases involving the expenditure of federal funds must be compliant with the Education Department General Administrative Guidelines ("EDGAR"). The following certifications and provisions are required and apply when the St. Johns County School Board ("School Board") expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.327, all contracts, including small purchases, awarded by the School Board shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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### **REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II to C.F.R. PART 200**

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**(A) Contracts for more than the simplified acquisition threshold currently set at \$250,00, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when School Board expends federal funds, School Board reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

**(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.**

Pursuant to Federal Rule (B) above, for all contracts involving Federal funds in excess of \$10,000, School Board reserves the right to terminate the contract (i) for convenience, and/or (ii) for cause by issuing a certified notice to the Contractor.

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when School Board expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**

Pursuant to Federal Rule (D) above, when School Board expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Contractor will be in compliance with all applicable Davis-Bacon Act provisions.

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29**

## EDGAR CERTIFICATIONS (continued)

CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by School Board, Contractor certifies that Contractor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award resulting from this procurement process.

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by School Board, Contractor certifies that Contractor will be in compliance with all applicable provisions of Federal Rule (F) during the term of an award resulting from this procurement process.

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by School Board, Contractor certifies that Contractor will be in compliance with all applicable provisions of Federal Rule (G) during the term of an award resulting from this procurement process.

**(H) Energy Policy and Conservation Act (42 U.S.C. 6201).** Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Pursuant to Federal Rule (H) above, when federal funds are expended by School Board, Contractor certifies that Contractor will be in compliance with all applicable provisions of Federal Rule (H) during the term of an award resulting from this procurement process.

**(I) Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (I) above, when federal funds are expended by School Board, Contractor certifies that during the term of an award resulting from this procurement process, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

**(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—**Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

## EDGAR CERTIFICATIONS (continued)

**Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (J) above, Contractor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Contractor further certifies that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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### RECORDS RETENTION

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Records Retention (2 C.F.R. § 200.334 ): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient.

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### RECOVERED MATERIALS

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Recovered Materials (2 CFR §200.323 ): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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### CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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Contractor agrees that all contracts it awards pursuant to this solicitation shall be bound by the foregoing terms and conditions.

**Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Contractor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Contractor's Name: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Print Name of Authorized Representative: \_\_\_\_\_





## St. Johns County School District E-Verify Requirements

- A. Pursuant to Section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision.
- B. Subcontractors
1. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
  2. Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as stated in Section 448.095, Florida Statutes.
  3. Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services.
- D. It is the responsibility of the vendor/contractor to insure compliance with E-verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<http://www.uscis.gov/e-verify>) and follow the instructions. The employer must retain the I-9 Forms for inspection. By affixing your signature below you hereby affirm that you will comply with E-Verify requirements.

Federal Employer Identification Number (FEIN): \_\_\_\_\_

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

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

Signature of Authorized Representative: \_\_\_\_\_

Print Name of Authorized Representative: \_\_\_\_\_

**Bid #2022-16 Playground Equipment, Shade Structure, Surfacing, and Related Products and Services**

**ST. JOHNS COUNTY SCHOOL DISTRICT**

**INVITATION TO BID**

**SPECIAL CONDITIONS**

**1.0 INTRODUCTION**

1.1 The St. Johns County School District (hereinafter referred to as SJCS D) is requesting pricing from qualified Contractors for the purchase and installation of playground equipment, shade structures, surfacing, and related products and services. Purchases under this bid will be on an as needed basis. SJCS D makes no guarantee of a specific amount to be purchased under this bid.

1.2 SJCS D reserves the right to procure items herein described in any manner it sees fit, including, but not limited to: awarding of other contracts, the use of other contracts awarded by the State of Florida, other city or county governmental agencies, other district school boards, or any authorized contract, whichever is considered in the best interest of **SJCS D**.

1.3 All solicitations and supporting documents are posted on DemandStar, SJCS D's third party notification service, and this link is available on the Purchasing department's website at: <https://www.stjohns.k12.fl.us/purchasing/active/>

Bidders are responsible for monitoring DemandStar for solicitation opportunities and updates. All solicitations and supporting documents, such as Addenda, Notice of Intent, and Notice of Award, will be posted on DemandStar.

**2.0 INSTRUCTIONS FOR BID SUBMITTAL**

2.1 All bids must be received no later than, March 29, 2022 @ 1:30 PM EST and must be delivered to:

St. Johns County School District  
Sebastian Administrative Annex  
Purchasing Department  
3015 Lewis Speedway, Building 5  
St. Augustine, FL 32084

If a bid is transmitted by US mail or other delivery medium, the bidder will be responsible for its timely delivery to the address indicated

2.2 Any bid received after the stated date and time, **WILL NOT** be considered.

2.3 One (1) manually signed original bid and one (1) photocopy of the bid must be sealed in one package and clearly labeled "Bid #2022-16 Playground Equipment, Shade Structure,

## **Bid #2022-16 Playground Equipment, Shade Structure, Surfacing, and Related Products and Services**

Surfacing, and Related Products and Services” on the outside of the package. The legal name, address, bidder’s contact person and telephone number must also be clearly noted on the outside of the package.

The manually signed original shall be clearly marked as “ORIGINAL”. Once accepted, all original bids and any copies of bids become the sole property of SJCSO and may be retained by SJCSO or disposed of in any manner SJCSO deems appropriate.

- 2.4 Failure to submit one original bid with a manual signature may result in rejection of the bid.
- 2.5 All bids must be signed by an officer or employee having the authority to legally bind the bidder.
- 2.6 Any corrections must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.
- 2.7 Bidders should become familiar with any local conditions that may, in any manner, affect the services required. The bidder(s) are required to carefully examine the bid terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
- 2.8 Bids not conforming to the instructions provided herein will be subject to disqualification at the sole discretion of SJCSO.
- 2.9 Any bid may be withdrawn prior to the date and time the bids are due. Any bid not withdrawn will constitute an irrevocable offer for a period of 90 days, to provide SJCSO with the services specified in the bid.
- 2.10 Pursuant to Florida Statute, it is the practice of SJCSO to make available for public inspection and copying any information received in response to an Invitation to Bid or Request for Proposal (RFP). No action on the part of the respondent to a Bid or RFP will create an obligation of confidentiality on the part of SJCSO, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment may be considered a trade secret.
- 2.11 When SJCSO is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal or reply is by a vendor whose principal place of business is in a state or political subdivision which grants a preference by that state or political subdivision, then SJCSO shall award an equal preference to the lowest responsible and responsive vendor having a principal place of business within Florida. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that

## **Bid #2022-16 Playground Equipment, Shade Structure, Surfacing, and Related Products and Services**

state, the preference to the lowest responsible and responsive vendor having a principal place of business in the State of Florida shall be five (5) percent. F.S. 287.084(1)(a).

A vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. F.S. 287.084(2).

### **3.0 AWARD**

- 3.1 SJCSO reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a re-submittal or other information to evaluate any or all bids.
- 3.2 SJCSO reserves the right to require bidder(s) to submit evidence of qualifications or any other information the Board may deem necessary, including audited and unaudited financial statements.
- 3.3 SJCSO reserves the right, prior to Board approval, to withdraw the bid or portions thereof, without penalty.
- 3.4 SJCSO reserves the right to: (1) accept the bid of any firm to be in the best interest of the school district and (2) to reject any and/or all bids.
- 3.5 SJCSO reserves the right to conduct interviews with any of the bidders and to require a formal presentation by any of the bidders.
- 3.6 It is the intent of SJCSO to award this bid to one or more sources, as determined to be in the best interest of SJCSO.
- 3.7 The bid award will be made based on funds availability and will be at the sole discretion of the St. Johns County School Board.

### **4.0 CONTRACT/RENEWAL**

- 4.1 The term of this contract shall be from July 1, 2022 to June 30, 2023 and may by mutual agreement between SJCSO and the awarded contractor be renewable for up to three (3) additional one (1) year periods.
- 4.2 All terms and conditions of this bid, any addenda, and negotiated terms are incorporated into the contract by reference as set forth herein.

### **5.0 BID INQUIRIES/NOTICES**

## **Bid #2022-16 Playground Equipment, Shade Structure, Surfacing, and Related Products and Services**

- 5.1 Any questions and inquiries concerning the Bid must be submitted via email to Patrick Snodgrass of the SJCSO Purchasing Department no later than March 14, 2022, @ 12:00 PM EST to:

Patrick Snodgrass  
Director of Purchasing  
[patrick.snodgrass@stjohns.k12.fl.us](mailto:patrick.snodgrass@stjohns.k12.fl.us)

Questions and inquiries received after the said date will not be considered. Questions and inquiries must reference the Bid number.

- 5.2 Those interpretations or responses to all questions and inquiries which may affect the eventual outcome of this solicitation will be posted to the DemandStar website [www.demandstar.com](http://www.demandstar.com) for all prospective Bidders to view no later than 5:00 PM EST, March 15, 2022.

Only the interpretation or response given by the SJCSO Purchasing Department representative, in writing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret the Invitation to Bid. All such interpretations and supplemental instructions will be in the form of written Addenda to the Invitation to Bid.

- 5.3 Copies of addendum will also be made available for inspection at SJCSO's Purchasing Department where bid documents will be kept on file.
- 5.4 No Addendum will be issued later than March 15, 2022, except an addendum withdrawing the Invitation to Bid or one which includes postponement of the date for receipt of bids or one containing the questions and answers.
- 5.5 School board members, and school board personnel (except the Purchasing Department representative referenced above) are ***not to be contacted*** prior to the School Board's decision to approve or reject the final recommendation presented to it by the Superintendent. At the discretion of SJCSO, failure to comply with this requirement will be grounds for disqualification.

Specifically, this **NO-CONTACT PERIOD** shall commence on the initial date of the advertisement for the Invitation to Bid and continue through and include the date the St. Johns County School Board makes its determination to approve or reject the final recommendations.

Failure to meet any of these requirements may disqualify a bidder from consideration.

### **6.0 SCOPE OF SERVICES**

- 6.1 The bid is for the purchase and installation of playground equipment, shade structures, surfacing, and related products and services including, but not limited to, site assessment,

## **Bid #2022-16 Playground Equipment, Shade Structure, Surfacing, and Related Products and Services**

site preparation, installation, maintenance or repair, and relocation of existing playground equipment on an as needed basis at various locations throughout SJCS D.

- 6.2 Bidders shall furnish, with this bid, one copy of the manufacturer's catalog/price list (MSRP), which will indicate all items Bidder can furnish. Internet-based or thumb-drive catalog/price lists are encouraged instead of hard copies. If bidder has a website with updated manufacturer list pricing, bidder must state the web address on the Bid Sheet.

The discounts, terms and conditions of this bid shall remain firm throughout the contract period. During the contract period, the awarded Contractor may issue replacement catalogs. As new catalogs and price sheets are published, the awarded Contractor must submit to the Purchasing Department no less than twenty-one (21) days prior to the effective date, with a written request for acceptance and stating the effective date of such changes. New items appearing in an updated catalog released after the bid opening date are to be covered by this bid as if these items were originally included in the catalogs originally submitted. Upon request, the awarded Contractor must submit a copy of their catalog and published price sheet to any requesting school at no cost to SJCS D.

- 6.3 The awarded Contractor is responsible for supplying, at its own expense, all supervision, labor, equipment, machines, tools, materials, transportation, and anything necessary to perform work under this bid.

- 6.4 All playground equipment, shade structures, surfacing and related products and services provided must, at a minimum, meet the following standards:

- American with Disabilities Act (ADA) and ADA Accessibility Guidelines
- The American Society for Testing and Materials (ASTM)
- Consumer Product Safety Commission (CPSC)
- International Playground Equipment Manufacturers Association (IPEMA)
- All applicable federal, state and local standards, codes and regulations

- 6.5 All products must be new, unused, of the current manufactured model, of the best quality, and of the highest-grade workmanship. Unless stated otherwise by SJCS D, used, remanufactured, refurbished or reconditioned products are unacceptable.

- 6.6 All products provided under this bid that require assembly and installation must be performed by certified installers. Bidder shall submit written factory manufacturers certification that they are certified and can provide installation and repair services as required by the manufacturer for items submitted on the bid sheet. Failure to supply this documentation with the bid submittal may result in disqualification.

- 6.7 The Bidder understands that, as a prime contractor, the awarded Contractor is responsible for all actions taken by its subcontractor(s) and shall bare liability for the subcontractors' action under this Agreement. SJCS D must pre-approve each subcontractor and must follow all of the Contractor's requirements herein. All the Contractor's requirements and references to the Contractor herein shall apply to all subcontractor(s). The subcontractor includes any organization whom the Contractor utilizes for the provision of goods and

## **Bid #2022-16 Playground Equipment, Shade Structure, Surfacing, and Related Products and Services**

services subject to this contract. The Contractor must notify SJCSO for prior approval as to the use of any subcontractor. The subcontractor must adhere to the awarded Contractor's obligations and the awarded Contractor shall remain responsible for the subcontractor's actions.

It shall be the responsibility of the awarded Contractor to pay any and all subcontractors including installers, and delivery subcontractors. Purchase orders shall only be issued to the awarded Contractor.

6.8 Playground equipment shall meet the following requirements:

- Equipment shall be free of points, sharp edges and protrusions that may cut or puncture
- Equipment shall be free of protrusions and other elements that may snag clothing or body parts
- Equipment shall be free of angles or openings that may entrap body parts
- Equipment shall be free of pinch or crush points
- Equipment shall be free of splinters and not be subject to future splintering
- Equipment shall have slip resistant walking and climbing surfaces
- Equipment shall have components that drain freely and do not collect water
- Equipment shall have steps and handholds of proper size, spacing and incline where necessary to assist climbing
- Closed risers shall be placed at all steps
- Equipment shall have all moving parts constructed of materials that minimize the potential for impact injuries
- Equipment shall have handrails, raised edges and other barriers where necessary to minimize the potential for falls
- Equipment shall have vandal-proof connectors that cannot be loosened or unfastened without special tools
- Equipment shall permit easy access by adults for maintenance and emergencies
- Equipment shall provide more than one means of access and exit
- Equipment shall be designed to support the maximum possible load able to be imposed on the apparatus
- Equipment shall be designed to be permanently anchored in place
- Equipment shall be constructed of non-rusting and nontoxic materials and paints
- Equipment shall be constructed of materials that will remain durable in an outdoor environment
- All main (in-ground) support posts shall be powder coated aluminum
- Equipment shall not be constructed of wood or contain wooden components
- There shall be no walls, grates, drains, valves, or any other possible obstructions within 6' perimeter of any playground unless protected by a 6' high (black vinyl) 9-gauge fence, or one that matches existing chain link 6' high fences
- Access - All playgrounds shall be ADA compliant including having code compliant sidewalks to the ADA surfacing

## **Bid #2022-16 Playground Equipment, Shade Structure, Surfacing, and Related Products and Services**

- 6.9 The awarded Contractor is responsible for ensuring any playground equipment, shade structure, and surfacing product for SJCSO meets the safety requirements as stated in this bid document including any updates by SJCSO, ASTM or ADA laws.
- 6.10 Any playground equipment, shade structure, and surfacing installed on SJCSO property not complying with safety regulations and all requirements in this bid shall be removed or replaced by the awarded Contractor, at the sole discretion of SJCSO, at no cost to SJCSO.
- 6.11 Surfacing products must meet current ASTM specification for determination of accessibility to surface systems under and around playground equipment. If submitting a bid for surfacing products, bidder is required to attach to the bid a price table for surfacing products if pricing is based on thickness and color options. The price table shall not contain any other terms and/or conditions.
- 6.12 Fall zone material must adhere to industry related standards and include CPSC and ASTM.
- 6.13 The awarded Contractor shall pass on all rebates and special promotions offered by the manufacturer during the term of the contract. It shall be the responsibility of the awarded Contractor to notify SJCSO of such rebates and/or special promotions during the contract period. The awarded Contractor shall offer such rebates and/or special promotions provided that the new price charged is less than what would otherwise be available through the contract. It is understood that these special promotions may be of limited duration by the awarded Contractor. At the end of such promotion, the standard contract price shall prevail.
- 6.14 Prior to receiving a purchase order, the awarded Contractor will be required to provide a written quote for any items provided under this bid. Each job quote must contain a detailed listing of each piece of playground equipment, shade structure, and surfacing product showing its list price and the percentage (%) discount, estimated freight charges, and the cost of installation. The discount percentage, installation percentage, and pricing provided in the awarded Contractor's bid submittal will be used as the basis for each job quote.
- 6.15 SJCSO reserves the right to inspect all work prior to payment. The awarded Contractor shall promptly correct all work rejected by an authorized SJCSO representative as failing to conform to the contract documents whether observed before or after substantial completion. Corrections shall be completed by the awarded Contractor at no additional cost to SJCSO. Final project approval is contingent on the final inspection by an authorized SJCSO representative.
- 6.16 The awarded Contractor will at all times enforce strict discipline and good order among their employees and agents and will not employ anyone unskilled in the task assigned to them. SJCSO sites are smoke and drug free. The awarded Contractor who performs contractual services on the premises must advise their personnel for compliance purposes. The awarded Contractor will be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with SJCSO Policies and Rules.

### **7.0 DELIVERY**



## **Bid #2022-16 Playground Equipment, Shade Structure, Surfacing, and Related Products and Services**

- 7.1 Awarded Contractor shall furnish, at its own expense, all supervision, labor, equipment, machines, tools, materials, labor, transportation, and anything necessary for the delivery, offloading, uncrating, and placement of items as directed at all delivery locations without assistance of SJCSO. A minimum of seventy-two (72) hours advance notification of delivery is required from all freight carriers to an authorized SJCSO representative.
- 7.2 Delivery location shall be stated on each purchase order issued by SJCSO.
- 7.3 Freight charges are to be added to the invoice. SJCSO will only pay actual freight charges. SJCSO may require supporting documentation of actual freight charges.
- 7.4 Deliveries shall be made between the hours of 8:00 am and 3:00 pm, except on Saturdays, Sundays, or holidays when schools are closed.
- 7.5 Inspection and acceptance will be F.O.B. Destination. Title to/or risk of loss or damage to items shall be the responsibility of the awarded Contractor. The awarded Contractor is required to file all claims for damages and/or shortages.
- 7.6 If equipment supplied to SJCSO is found to be damaged or not to conform to specifications, SJCSO reserves the right to cancel the order. Product return shall be at the expense of the awarded Contractor.
- 7.7 In the event an item is delivered and received, and it is later determined there is concealed damage when the item is unpacked, the item must be replaced by the awarded Contractor at no cost to SJCSO.
- 8.0 **INSTALLATION**
- 8.1 All playground equipment, shade structure, and surfacing product shall be installed in accordance with the manufacturer's recommendations. The awarded Contractor shall provide all supervision, labor, equipment, machines, tools, materials, labor, transportation, and anything necessary for uncrating, set in place, site preparation and installation. Installation shall be coordinated with an authorized SJCSO representative for each site.
- 8.2 Normal installation of equipment or repairs to equipment shall occur when school is in session. It shall be the responsibility of the awarded Contractor to perform necessary measures, which may include erection of barricades and signs to isolate their work site and minimize the possibility of injury to staff and students. Additionally, it shall be the responsibility of the awarded Contractor to secure the area to protect their equipment and tools as well as to protect surfacing or foundation after it is poured and the playground components until final inspection and acceptance by SJCSO. There shall be no cost to SJCSO for these safety and security measures.
- 8.3 The awarded Contractor shall not inhibit access to schools during pursuit of work specified in this bid, and shall not prohibit entrance or exiting from school fire lanes, doorways, gates, etc.

## **Bid #2022-16 Playground Equipment, Shade Structure, Surfacing, and Related Products and Services**

- 8.4 Supervisor of the installation crew shall be CPSI certified, be on site at all times, be fluent in English, and be thoroughly knowledgeable of all plans and specifications. The installation crew must be factory certified.
- 8.5 All members of the installation crew must sign in at the school's main office and report to the school's Maintenance Manager prior to commencing any work and must sign out at the school's main office prior to leaving the campus. Only those who have been fingerprinted and cleared by SJCS D in accordance with the conditions of this bid will be permitted access to SJCS D grounds.
- 8.6 The awarded Contractor shall provide a qualified person, at no extra cost, to assure performance of the items purchased and installed and to make the initial start-up achieve successful testing.
- 8.7 SJCS D will provide water and electricity from the point of closest hook-up only (no hoses or electrical cables will be provided).
- 8.8 The awarded Contractor shall protect all SJCS D buildings, structures and utilities that are underground, above ground, or on the surface from their operations which may be hazardous and/or damaging to SJCS D facilities.

The awarded Contractor shall be responsible for any and all damage to grounds, underground utilities, buildings, shrubbery, SJCS D property, personnel property, or visitor property due to the negligence on the part of the awarded Contractor, its employees, or its agents. The awarded Contractor agrees to repair or replace, according to local codes and SJCS D satisfaction, all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, fences, grassed areas, etc., broken or damaged as a result of the installation process, at no cost to SJCS D.

- 8.9 Dumpsters and all job site trash and debris are the responsibility of the awarded Contractor. Worksites shall be left in a neat and orderly fashion at the end of each workday, with frequent pick up of all debris and trash throughout the day to ensure work sites present a neat and orderly appearance at all times. Dumpsters must be located so as not to interfere with traffic at the school site and shall be promptly removed upon completion of the job. The awarded Contractor shall clean or make any necessary corrections to any area damaged by a dumpster. Debris and trash shall not be deposited into a school dumpster. At completion of the installation, the site shall be in a ready to use condition, free of any debris or trash.
- 8.10 The awarded Contractor shall ensure all work is installed straight, level, plum and in skillful manner.
- 8.11 The awarded Contractor shall be responsible for the accuracy of all field measurements.
- 8.12 At the completion of each workday, the awarded Contractor shall remove all work materials, tools, equipment, and machinery from the work site. It shall be the sole responsibility of the

## **Bid #2022-16 Playground Equipment, Shade Structure, Surfacing, and Related Products and Services**

awarded Contractor to safeguard their own material, tools, and equipment. SJCSO shall not assume any responsibility for any vandalism and/or theft of material, tools, or equipment.

- 8.13 At the completion of the installation the awarded Contractor shall be responsible to restore the project site to its original condition. This may include re-sodding the area affected by work with sod of the same variety and quality. Where no sod existed prior to installation, the awarded Contractor must restore grade to a level consistent with the surrounding grade.
- 8.14 The awarded Contractor shall provide security for the site while surfacing is curing, drying, etc. (there shall be no cost to SJCSO for this security).
- 8.15 The awarded Contractor must provide a maintenance manual and repair kit for all installed playground equipment and shade structure.
- 8.16 Upon completion, installation of playground equipment and shade structure must be accepted by an authorized SJCSO representative. At that time, ownership of the playground or shade structure becomes SJCSO.

### **9.0 WARRANTY**

- 9.1 The awarded Contractor shall guarantee all items furnished hereunder against defect in material and/or workmanship for a period no less than three (3) years from date of acceptance and approval by SJCSO or the manufacturer's warranty, whichever is greater. Should any defects in materials or workmanship excepting ordinary wear and tear, appear during the warranty period, the awarded Contractor shall repair and replace same, at no cost to SJCSO, immediately upon written notice from SJCSO. In the event a dispute on requested repairs between SJCSO and the awarded Contractor, the decision of SJCSO shall be final and binding on both parties.
- 9.2 The awarded Contractor shall provide the manufacturer's warranty in writing and certified to an authorized SJCSO representative upon final inspection.
- 9.3 The awarded Contractor shall respond to all warranty requests within twenty-four (24) hours of notification, unless otherwise specified.

### **10.0 REPAIRS**

- 10.1 Repairs outside of the warranty period shall be made to playground equipment and shade structure by an active Certified National Playground Safety Inspector which has been approved and certified by the manufacturer to make repairs on specific brands of equipment. Component parts shall be bid on an as needed basis.

### **11.0 BID PRICING**

## **Bid #2022-16 Playground Equipment, Shade Structure, Surfacing, and Related Products and Services**

- 11.1 Bidders are required to submit a single firm fixed percentage (%) discount that will be deducted from the catalog list price for playground equipment. **Zero discounts will not be accepted.**

Bidders may list up to five (5) manufacturers per bid sheet. If bidding more than five (5) manufacturers, bidders must duplicate the bid sheet and complete. All manufacturers listed on the bid sheet must be accompanied by a copy of their most recent catalog and printed price sheet.

- 11.2 Bidders are required to submit a firm fixed percentage (%) of cost (the total cost after discount has been taken but before freight has been added) for the installation of playground equipment.

Bidders shall include a written factory certification for the installation of playground equipment. Failure to submit written factory certification may result in disqualification.

Bidders using a subcontractor for installation must list the company name and supply written factory certification for the installation of playground equipment. Failure to submit written factory certification may result in disqualification.

- 11.3 Bidders are required to submit a single firm fixed percentage (%) discount that will be deducted from the catalog list price for shade structure. **Zero discounts will not be accepted.**

Bidders may list up to five (5) manufacturers per bid sheet. If bidding more than five (5) manufacturers, bidders must duplicate the bid sheet and complete. All manufacturers listed on the bid sheet must be accompanied by a copy of their most recent catalog and printed price sheet.

- 11.4 Bidders are required to provide a firm fixed percentage (%) of cost (the total cost after discount has been taken but before freight has been added) for the installation of shade structure.

Bidders shall include a written factory certification for the installation of shade structure. Failure to submit written factory certification may result in disqualification.

Bidders using a subcontractor for installation must list the company name and supply written factory certification for the installation of playground equipment. Failure to submit written factory certification may result in disqualification.

- 11.5 Bidders are required to attach a price table for surfacing products. Price table must indicate if pricing is based on thickness and color options. Price must include all materials, adhesives, non-woven geotextile membrane, delivered, supplied, and installed.

- 11.6 Bidders are required to provide an hourly labor rate for repairs. The billable hourly labor rate shall start upon arrival at the job site and end upon departure from site.

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- 11.7 Bidders are required to provide a percentage (%) markup over cost for repair parts.
- 11.8 No mileage or fuel charges will be incurred by SJCS D. Any charges not listed on the bid sheet will not be honored.
- 11.9 The bid sheet must be signed by an individual of the bidding firm that has the authority to bind the firm.

### **12.0 QUALIFICATIONS**

All bidders must submit a copy of their Business Tax Receipt and written factory manufacturer's certification with their bid submittal.

### **13.0 REFERENCES**

All bidders must provide a minimum of three (3) references whom they have performed similar services for within the past five (5) years.

### **14.0 INSURANCE REQUIREMENTS**

It is mandatory that the person/firm submitting the bid have minimum Liability limits of \$1,000,000.00 for both Comprehensive General Liability, including Product Liability Coverage. The person/firm submitting the bid must also have a minimum Liability Limit of \$1,000,000.00 for Motor Vehicle Liability and at least the statutory limit of Worker's Compensation. All coverage must be included on the certificate(s). Bidder's insurance provider must be rated A- or better by AM Best. If the bidder's current certificate of insurance does not meet the amount required, a statement must be included with the bid document from their insurance carrier indicating that if a bid award was made to the firm, that the carrier would write the necessary insurance coverage. The successful bidder must then have the required insurance placed in force with written notification provided to the Director of Purchasing, prior to issuance of a purchase order that authorizes the work performance to begin. Failure to do so may invalidate the award and result in an award to the next lowest responsible bidder. **Successful contractor must list St. Johns County School Board as an additional insured.**

### **15.0 CONTRACTOR PAYMENT**

The St. Johns County School District requires all contractors responding to this bid to accept payment from SJCS D on a Visa credit card. No other payment options will be made available. St. Johns County School District will issue a unique "ghost" credit card number to each contractor. This information must be held on file for all future payments. The card has a zero balance until payments have been authorized by SJCS D.

After goods are delivered or services rendered contractors submit invoices to the Accounts Payable Department according to the current process. The payment terms are set as

## **Bid #2022-16 Playground Equipment, Shade Structure, Surfacing, and Related Products and Services**

IMMEDIATE (next accounts payable run). When payments are authorized, an email notification is sent to an email address provided by the contractor. The email notification includes the invoice number, invoice date, and amount of payment. Once the contractor receives the email the credit card has been authorized to charge for the amount listed in the email. When the contractor charges the full amount authorized in the email the card will return to a zero balance until the next payment is authorized.

### **16.0 PURCHASE ORDERS**

A Purchase Order issued by the Purchasing Department or from School Internal Accounts is the only legal authorization for contractors to perform services or provide commodities to SJCS D. A commitment, either written or verbal, from SJCS D employees without a Purchase Order issued by the Purchasing Department or from School Internal Accounts does not constitute an obligation by SJCS D to a contractor. Contractors that perform services or provide commodities without a Purchase Order issued by the Purchasing Department or from School Internal Accounts do so at their own risk and at risk of non-payment. Additional information regarding doing business with SJCS D can be found on the SJCS D web site, [www.stjohns.k12.fl.us](http://www.stjohns.k12.fl.us) under the Purchasing Department.

### **17.0 PREPARATION AND SUBMISSION OF BID**

17.1 Bidder's are requested to organize their bids in the following sequence.

17.2 **Invitation to Bid:** Required response form (page 1 of Bid) with all required information completed and all signatures as specified

17.3 **Debarment Form**

17.4 **Drug Free Workplace Certification**

17.5 **Principal Place of Business**

17.6 **EDGAR Certifications**

17.7 **E-Verify Requirements**

17.8 **Insurance Coverage:** Insurance certificates evidencing coverage as specified in section 14.0 or a signed statement indicating that coverage meeting the required coverage will be obtained prior to the commencement of any work under this bid.

17.9 **Qualifications:** Business Tax Receipt and Factory Manufacturer's Certificate

17.10 **References**

17.11 **Bid Sheet**

Bid Sheet

<b>Item 1</b>	<b>Playground Equipment</b>	
	Bidders are required to submit a single firm fixed percentage discount that will be deducted from the catalog list price. SJCS D will not accept a Discount of 0%. Freight charges are to be prepaid by the awarded Contractor and added to the invoice. SJCS D will only pay actual freight charge.	
	List the Playground Equipment Manufacturer(s) you represent.	<b>Fixed % Percentage Discount off List Price</b>
<b>Item 2</b>	<b>Installation of Playground Equipment</b>	<b>Fixed % Percentage</b>
	Bidders are required to submit a firm fixed percentage of cost (the total cost after discount has been taken but before freight has been added) for the installation of playground equipment.	
	If using a subcontractor for installation of Playground Equipment must list company name (if other than self):	
<b>Item 3</b>	<b>Shade Structures</b>	
	Bidders are required to submit a single firm fixed percentage discount that will be deducted from the catalog list price. SJCS D will not accept a Discount of 0%. Freight charges are to be prepaid by the awarded Contractor and added to the invoice. SJCS D will only pay actual freight charge.	
	List the Shade Structure Manufacturer(s) you represent.	<b>Fixed % Percentage Discount off List Price</b>

Bid Sheet

<b>Item 4</b>	<b>Installation of Shade Structures</b>	<b>Fixed % Percentage</b>
	Bidders are required to submit a firm fixed percentage of cost (the total after discount has been taken but before freight has been added) for the installation of shade structure.	
	If using a subcontractor for the installation of Shade Structure must list the company name (if other than self):	
<b>Item 5</b>	<b>Surfacing Materials</b>	<b>Price Table Included</b>
	Bidders are required to attach a price table for surfacing products. Price table must indicate if pricing is based on thickness and color options. Price must include all materials, adhesives, non-woven geotextile membrane, delivered, supplied and	_____ Yes    _____ No
<b>Item 6</b>	<b>Repair Work</b>	
	Bidders are to provide an hourly labor rate for repairs.	\$ _____ per hour
	Bidders are required to provide a percentage markup over cost for repair parts.	_____ %

**Contractor Acknowledgement**

I certify that this bid is made without prior understanding agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services, and in all respects fair without collusion or fraud. The following information, including an authorized representative signature, is required to be submitted with your bid in order to be considered for evaluation and award. The person signing below acknowledges and agrees with all proposed information as submitted and has the authorization of the said company to enter into a contractual agreement with St. Johns County School District for the purposes as proposed and described herein.

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_