

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20020267

1. REQUESTED MOTION:

ACTION REQUESTED: Approval to Piggyback (#PB020311) the City of Jacksonville Formal Bid #SC-0463-00 for the purchase of 212 each **KAY PARK 6' RECYCLED PLASTIC PICNIC TABLES** in the amount of \$96,300.00, inclusive of 12% discount and an additional preferred customer discount, which has gone through the competitive process to utilize one of the awarded vendors, Swartz Associates Inc., as the lowest qualified, and responsive bidder. Lee County Parks and Recreation Department plans to utilize this annual bid for the unit prices as listed within the vendor's response. Contract awarded May 31, 2000 and renewed for one year through May 31, 2002. The requesting department will be responsible for monitoring their individual expenditures.

WHY ACTION IS NECESSARY: In accordance with the Lee County Purchasing Manual approved by the Board on March 21, 2000, the Board must approve all piggyback purchases \$50,000.01 and above.

WHAT ACTION ACCOMPLISHES: By allowing the department to piggyback onto the City of Jacksonville bid, it will give the department the authority to make the purchase within a timely manner.

**2. DEPARTMENTAL CATEGORY: 11
COMMISSION DISTRICT #**

C11A

3. MEETING DATE:

04-23-2002

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:
(Specify)**

- STATUTE
- ORDINANCE
- ADMIN. AC-41
- CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT PARKS & RECREATION
- C. DIVISION

BY: **JOHN YARBROUGH, DIRECTOR**

John Yarbrough

7. BACKGROUND:

On February 20, 2002, the Division of Purchasing received a request from the Parks & Recreation Department to piggyback the City of Jacksonville Formal Bid #SC-0463-00 for the purchase of 212 each 6' Recycled Plastic Picnic Tables in the amount of \$96,300.00 manufactured by Kay Park. The City of Jacksonville bid has been in place since May 31, 2000 and was renewed for one year through May 31, 2002 with another one year renewal option remaining.

Therefore, Board approval is requested to authorize the purchase of 146 each of item #6J2GRRP Kay Park 6' Recycled Plastic Picnic Tables at \$519.00 each, and 66 each of item #6J2GRRP-SWC Kay Park 6' Recycled Plastic Side Access Picnic Tables (wheelchair accessible) at \$552.00 from the awarded vendor, Swartz Associates, Inc. less a 12% discount per the City of Jacksonville bid. An additional preferred customer discount was given to Lee County in the amount of \$7,041.28 for a total amount of \$96,300.00 for the picnic tables.

The requesting department will be responsible for monitoring their individual expenditures.

ATTACHEMNTS:

- (1) City of Jacksonville Tab Sheet
- (2) City of Jacksonville Specifications
- (3) Awarded Vendor's Submitted Quotation
- (4) Awarded Vendor's authorization to piggyback
- (5) City of Jacksonville's authorization to piggyback

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

CCM

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>Jy 4-8-02</i>	<i>Christina Peterson 3/19/02</i>	<i>N/A</i>		<i>KNO 4/8/02</i>	<i>OA 4/9/02</i>	<i>OM 4/11/02</i>	<i>Risk 4/11/02</i>	<i>GC 4/11/02</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *4/8/02*
Time: *3:50 pm*
Forwarded To:
ADM IN US
4/8/02 m.m.

RECEIVED BY
CO. CLERK ADMIN.
4/8/02 4:35 pm
FORWARDED TO:
4/11 6/00

Manufacturer	Company	Discount Allowed	Install?	Delivery Time Frame	Installation: Fixed % of Cost (after Discount) of Equipment	Installation: Price Requested at Time of Price for Materials is Confirmed in Writing	Shipping Charges	Minority Status (indicate if a minority owned or women owned business - 51%)	Catalog?
	Southern Recreation, Inc., 4060 Edison Ave., JAX, FL, Terry Rogers, 387-4390	10%	Yes	35-45 Days	Yes, 25%	N/A	20.00 CWT (Avg. Cost, Actual Cost will vary)	No	Yes
	Superior Park Systems, Inc., 1418 Scott Street, Hollywood, FL 33020, Diana Leitner, (954) 558-8700	10%	Yes	30-45 Days	Yes, 30%	Yes	Based on current common commercial carrier rates	Yes	Yes
	Hunter Kneppshield Co., Inc., P.O. Box 499, 10 Hunters Trail, Lagrange, KY 40031, Thomas Kneppshield Sr. 800-626-6530	5%	Yes	30-45 Days	No	Yes	Varies	No	Yes
	Swartz Associates, Inc., P.O. Box 110206, Naples, FL 34108, Dan Swartz, (941) 597-9500	5% to 12% depending on dollar quantity ordered	Yes	20-60 Days	No	Yes	N/A	No	Yes
Key Park Recreation (continued)	Slagley Architectural & Recreational Products, P.O. Box 496, Greenville, AL 36037, Gale Slagley, (800) 753-8707	10%	Yes	60-75 Days	Yes, 30%	Yes	Varies	No	Yes

ATTACHMENT 2

SUBMIT AN ORIGINAL AND ONE (1) COPY

BID SPECIFICATIONS



FOR

PRICE AGREEMENT CONTRACT FOR PARK AND PLAYGROUND EQUIPMENT

RECREATION

BID NO: SC-0463-00

OPEN DATE: 4/5/2000

TIME: 2:00 P.M.

PLACE: 3RD FLOOR, CITY HALL, 117 WEST DUVAL STREET,
CONFERENCE ROOM C

PRE-BID CONFERENCE: N/A

CITY OF JACKSONVILLE PROCUREMENT AND SUPPLY DIVISION

JOHN DELANEY
MAYOR

JACQUIE H. GIBBS, CHIEF
PROCUREMENT & SUPPLY

BID FORM

DATE: 2/15/2000

City of Jacksonville
Procurement and Supply Division

REQUEST TO BID NO. SC-0463-00

THIS FORM MUST BE SIGNED AND INCLUDED IN BID SUBMISSION

COMPANY NAME AND ADDRESS

SUBMIT BID IN DUPLICATE

THIS BID WILL BE OPENED ON Wednesday, April 05, 2000
2:00 P.M. IN THE THIRD FLOOR CONFERENCE ROOM C, CITY HALL.
RESPONSE(S) TO BID MUST BE IN INK OR TYPEWRITTEN.

FID/SSN# _____

BUYER: BEVERLY WILLIAMS PHONE: (904) 630-4956

BID SECURITY REQUIREMENTS

- None Required
- Certified Check or Bond
Amount: _____

TERM OF CONTRACT

- One time purchase
- Annual requirement - Prices will remain firm for one year from date of award
- Other WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS.

SAMPLE REQUIREMENTS

- None Required
- Samples Required PRIOR to Bid Opening
- Literature Required With Bid
- Samples May be Required Subsequent to Bid Opening

PERFORMANCE BOND

- None Required
- Bond Required \$ _____ % of bid award

QUANTITIES:

- Quantities indicated are exacting
- Quantities indicated reflect the approximate quantities to be purchased throughout contract period and are subject to fluctuation in accordance with actual requirements.

FOR TECHNICAL INQUIRIES, CONTACT:

BOB GOFF

Telephone: 630-3585

AGENCY: RECREATION

PRICE AGREEMENT CONTRACT FOR PARK AND PLAYGROUND EQUIPMENT

AGREEMENT WILL BE IN ACCORDANCE WITH ATTACHED TERMS, CONDITIONS, SPECIFICATIONS, REQUIREMENTS AND PROPOSAL FORMS.

BASIS OF AWARD: MULTIPLE AWARD TO ALL QUALIFIED VENDORS.

TERMS OF PAYMENT: NET OR % DISCOUNT DAYS
(DISCOUNTS OFFERED FOR PAYMENT PERIODS OF LESS THAN 30 DAYS WILL NOT BE CONSIDERED IN MAKING AWARD)

Bidder's Certification

Material is F.O.B. DELIVERED TO: VARIOUS LOCATIONS THROUGHOUT JACKSONVILLE

Delivery will be made in _____ business days from receipt of purchase order.

We have received addenda

_____ through _____

Handwritten Signature of Authorized Officer of Firm

Date

Print Individual's Name & Title

Phone Number

EQUAL BUSINESS OPPORTUNITY PROGRAM

The City of Jacksonville has participated along with other Independent Agencies of the City, in the research and development of a disparity study.

It is an official policy of the City of Jacksonville to encourage the maximum participation of Minority Business Enterprises (MBEs) in its contract awards based upon availability. It is the City's intent in adopting this program to reflect the philosophy with regard to enhancing participation of Minority Business Enterprises in all areas of procurement.

This project has been designated to be under the Equal Business Opportunity Program and has been selected to utilize the following method for achieving minority utilization and goals under the Equal Business Opportunity Program: **The Encouragement Plan.**

Under the encouragement plan, vendors are required to make all efforts reasonably necessary to ensure that Minority Owned Business Enterprises have a full and fair opportunity to compete for performance on this project.

Bidders/Suppliers/Consultants or any entity doing business with the City shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

Please use the attached form 1 (MBE Schedule of Participation) to submit Minority Participation on this Bid. **The City of Jacksonville will accept certified vendors with the State of Florida.** You may contact the City's Equal Business Opportunity Office for a copy of the minority directory or visit our web site at www.coj.net/pub/ebo.

SCHEDULE OF MBE PARTICIPATION

NAME OF Vendor _____
PROJECT TITLE _____
BID NUMBER _____ TOTAL BASE BID AMOUNT _____

NAME OF MBE	TYPE OF WORK TO BE PERFORMED	TYPE OF MBE	BIDDER/SUPPLIER	TOTAL CONTRACT VALUE
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

<u>Subcontractor Total Values</u>	
Hispanic, Asian-American Participation Total Value:	\$ _____
African-American Participation Total Value:	\$ _____
Native-American Participation Total Value:	\$ _____
Woman Participation Total Value:	\$ _____

<u>Supplier Total Values</u>			
Hispanic, Asian-American Participation Total Value:	_____	X	60% \$
African-American Participation Total Value:	_____	X	60% \$
Native-American Participation Total Value:	_____	X	60% \$
Woman Participation Total Value:	_____	X	60% \$

The undersigned will enter into a formal Agreement with the MBE Suppliers/Consultants/Subcontractors/Bidders identified herein for work listed in this schedule conditioned upon execution of a contract with the City of Jacksonville. Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Signature: _____ Title: _____ Date: _____

BID# SC-0463-00

GENERAL CONDITIONS

1. RESERVATIONS: The City of Jacksonville, Florida reserves the right to reject any or all bids or any part thereof and/or to waive information if such action is deemed to be in the best interest of the City of Jacksonville.

The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of this invitation to bid, and the general conditions and specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not effect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. The City also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials similar in nature to those materials mentioned in this bid.

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds are required under the conditions of this bid.

Should the contractor fail to furnish any item or item a, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby.

SHOULD ANY BIDDER HAVE ANY QUESTIONS AS TO THE INTENT OR MEANING OF ANY PART OF THIS BID HE SHOULD CONTACT THE OFFICE OF PROCUREMENT AND SUPPLY IN TIME TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING HIS BID.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted under the terms and intent of this bid.

2. QUOTATIONS: No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. **IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE CHIEF, PROCUREMENT & SUPPLY.**

3. TAXES: The City of Jacksonville, Florida is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No. 03-00150-08-26; (b) Manufacturer's Federal Excise Tax Registration No. 59-6000344.

4. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

5. "OR EQUAL" INTERPRETATION: Even though a particular manufacturer's name or brand is specified, bids will be considered on other brands or on the products of other manufacturers. On all such bids the bidder will clearly indicate the product (brand and model number) on which he is bidding, and will supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacturer specified. All samples will be submitted in accordance with procedures outlined in the paragraph on SAMPLES. Catalog cuts and technical descriptive data will be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient ground for rejection of bid.

6. DEVIATIONS TO SPECIFICATIONS: In addition to the requirements of paragraph five, all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of the submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the City to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

7. DATA REQUIRED TO BE SUBMITTED WITH REFERENCE TO BID:

a. When ever the specifications indicate a product or a particular manufacturer, model, or brand in the absence of any statement to the contrary by the bidder, the bid will be interpreted as for the exact brand, model, or a manufacturer specified, together with all accessories, qualities, tolerances, compositions, etc. enumerated in the detailed specifications.

b. IF no particular brand, model or make is specified, and if no data is required to be submitted with this bid, the successful contractor, after award and before manufacturer or shipment, may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if each requirement of the specifications is being complied with.

8. SAMPLES: The samples submitted by bidders on items which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

Samples on which bidders are unsuccessful must be removed as soon as possible after an award has been made on the item or items for which the samples have been submitted.

The City will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.

Bidders will make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples will be borne by the bidder.

All sample packages will be marked "Sample for Purchasing Department" and each sample will bear the name of the bidder, item number, bid number and will be clearly labeled or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

9. PERFORMANCE BOND: The successful bidder on this bid must furnish a performance bond as indicated on the bid cover, made out to the City of Jacksonville, Florida, prepared on an approved form, as security for the faithful performance of his contract within ten days of his notification that his bid has been accepted. The surety thereon must be such surety company as are authorized and licensed to transact business in the State of Florida. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful bidder or bidders, upon failure or refusal to furnish within ten days after his notification the required performance bonds, will pay to the City of Jacksonville, Florida, as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with his bid.

10. PROVISION FOR OTHER AGENCIES: Each bidder agrees when submitting his bid that he will make available to all City agencies and departments, by City agencies, in-City fire departments and municipalities, the bid process he submits in accordance with the bid terms and conditions, should any said department or agency wish to buy under this bid proposal.

11. GUARANTEE: The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon ratification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such time as will be designated by the City as least detrimental to the operation of City business.

12. DISCOUNTS: ALL DISCOUNTS OTHER THAN PROMPT PAYMENT TO BE INCLUDED IN BID PRICE. PROMPT PAYMENT DISCOUNTS OF LESS THAN 30 DAYS WILL NOT BE CONSIDERED IN DETERMINING LOW BID.

13. COLLUSION: THE BIDDER, BY AFFIXING HIS SIGNATURE TO THIS PROPOSAL AGREES TO THE FOLLOWING: "BIDDER CERTIFIES THAT THIS BID IS MADE WITHOUT ANY PREVIOUS UNDERSTANDING, AGREEMENT OR CONNECTION WITH ANY PERSON, FIRM, OR CORPORATION MAKING A BID FOR THE SAME ITEMS; AND IS IN ALL RESPECTS FAIR, WITHOUT OUTSIDE CONTROL, COLLUSION, FRAUD OR OTHERWISE ILLEGAL ACTION."

14. ERRORS IN BIDS: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price will govern.

15. PROCUREMENT & SUPPLY AS AGENT: When the Procurement & Supply Division is acting as agent for "other public activities" being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City" in the foregoing paragraphs No's 1 - 14.

16. NONDISCRIMINATION PROVISIONS: In compliance with Section 4 of Ordinance 69-630-553, the bidder will, upon affixing his signature to the proposal form, and/or the acceptance of a purchase order, sight draft, field order, certify that his firm meets and agrees to the following provisions which will become a part of this contract.

a. The contractor represents that he has adopted and will maintain a policy of nondiscrimination as defined by ordinance of the City of Jacksonville throughout the term of this contract.

b. The contractor agrees that on written request, he will permit the reasonable access to his employment, employment advertisement, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission of the City of Jacksonville for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this contract, provided however, that the contractor will not be required to produce for inspection any records covering periods of time more than one year prior to the date of this contract.

c. The contractor agrees that if any of the obligations of this contract are to be performed by a subcontractor, then the provisions of a and b of this section will be incorporated into and become a part of the subcontract.

(FORM 68-103 . revised 6/1998)

SUPPLEMENTAL CONDITIONS:**Submission of Bids:****BID# SC-0463-00**

Bids submitted in advance of the time set for opening should be delivered to the Procurement and Supply Division, 3rd Floor, St. James Building, New City Hall, 117 West Duval Street, Suite 335, Jacksonville, Florida 32202.
 Bids must be submitted **PRIOR** to the set time for opening. Bidders are fully responsible for delivery of bids. Reliance upon mail or public carrier is at the bidder's risk.
LATE BIDS ARE NOT CONSIDERED.

Bid only on the bidding form(s) supplied herewith, using ink or typewriter. Any changes or alterations must be initialed by the person signing the bid.

Bidders' signature on the Bid Form (Form GB-102) signifies that the bidder has familiarized himself with all the Terms and Conditions of this bid, and agrees to them all, and that his bid is made and submitted for the items as specified and detailed herein unless exceptions are clearly noted and that the prices quoted herein are firm for the duration of this bid. Failure to submit a signed Bid Form with bid submission will be grounds for bid rejection. Violations of any of the Terms and Conditions of this bid and delivery time stated, can result in the Bidder's suspension from all bid lists of the City of Jacksonville and its agencies and penalties provided for by the Purchasing code of the City of Jacksonville.

Bid/Surety Requirements:

All Bids which may require a bond or surety in the form of a certified check, cashiers check or bid bond in the amount as prescribed in the bid documents must accompany the bid submission prior to the scheduled bid opening. Failure to submit the above information timely will be grounds for rejection of bid.

Year 2000 Compliance and Warranty Requirements:

It is a requirement of this bid and the signature affixed hereto certifies that you have read the "Year 2000 Certification and Warranty Requirements". The "Product Compliance Certification" form **MUST** be completely filled out, signed and returned as a part of your bid submission. Bidders must submit completed form prior to recommendation of award.

Please use the green label enclosed when submitting your bid, be sure to insert the bid number and the open date on the label. Failure to do so will result in your bid being returned unopened.

Bid Opening and Tabulation:

Due to the large number of bids to be opened, and the numerous items contained in some bids, such bids will not be tabulated at the bid opening. Bids may be reviewed by arrangement with the respective buyer. Bidders desiring a copy of the tabulation sheet and the award recommendation must include a self addressed, stamped envelope with their bid. If a copy of the tabulation sheet is desired prior to award, then two (2) self addressed, stamped envelopes must be included.

BID RESULTS AND AWARD RECOMMENDATIONS WILL NOT BE GIVEN BY TELEPHONE**Public Entity Crime Information:**

"A person or affiliate who has been placed on the State Of Florida 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 for a period of 36 months from the date of being placed on the convicted vendor list."

CONFLICT OF INTEREST CERTIFICATE

SECTION 00320

BID# SC-0463-00

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the City or it's independent agencies requiring the goods or services described in these specifications has a material financial interest in this company.

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

SECTION II

I hereby certify that the following named City official(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County Florida, prior to bid opening.

Name	Title of Position	Date of Filing

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

Section 126.112 of the purchasing Code Requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official _____

Position Held _____

Position or Relationship with Bidder _____

BID# SC-0463-00

INSURANCE AND INDEMNIFICATION:

20.43 INDEMNIFICATION:

- 20.43.1 The Contractor shall indemnify, defend and hold harmless the Owner and the Engineer named in the Contract Documents, their officers, agents and employees, from and against any liability cost or expense arising from personal injury to or death of persons, or loss or damage to property, including loss of use thereof, caused directly or indirectly by the act or omission of the Contractor, its Subcontractors and their officers, agents and employees in connection with their performance of this Contract, or arising from personal injury to or death of the Contractor's or its Subcontractor's officer, agents or employees and loss or damage to the Contractor's or its Subcontractor's property suffered wherever occurring while engaged in the performance or attempted performance of this contract.
- 20.43.2 In any and all claims against the Owner and the engineer or any of the officers, agents or employees by any employee of the Contractor or its Subcontractor, the indemnification obligation under Subparagraph 20.43.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 20.43.3 The obligation of the Contractor under Subparagraph 20.43.1 will not extend to any claim, damage, loss or expense arising out of a defect in maps, drawings, opinions, report surveys, change orders, designs or specifications prepared or furnished by the Owner or the Engineer, or arising out of the giving by the Owner or the Engineer of erroneous directions or instructions required to be given to the Contractor hereunder, or the failure of the Owner, or the Engineer to give directions or instructions required to be given to the Contractor hereunder, provided such giving or failure to give directions or instructions is the primary cause of the injury or damage.
- 20.43.4 For ten dollars (\$10.00) acknowledged to be included and paid for in the contract price and other good and valuable considerations, the contractor agrees to indemnify and hold harmless the Owner and the engineer and their agents and employees in accordance with the provisions of this Paragraph 20.43.

20.44 INSURANCE:

20.44.1 GENERAL:

The amounts and types of insurance required should be reasonably commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards below described. Insurance requirements should be tailored to the type of construction or operations contemplated.

- 20.44.2 Without limiting its liability under the Contract Agreement, the Contractor shall procure and maintain at his expense during the life of this contract, insurance of the types and in the minimum amounts stated below:

<u>SCHEDULE</u>	<u>LIMITS</u>
<u>Workers Compensation</u>	
Florida Statutory Coverage & Employers' Liability (including appropriate Federal Acts)	Statutory/\$100,000
<u>Comprehensive General Liability - (Occurrence Basis Only)</u>	
Premises - Operation	\$1,000,000 Combined Single Limit
Blanket X, C, U Hazards	
Products/Completed Operations	
Contractual Liability	
Independent Contractors	
Watercraft, if applicable	
<u>Auto Liability</u>	
* All Autos-owned, used or hired	\$100,000 \$300,000 \$50,000
	Per person Per accident Property damage
	Single Limit
* Professional Service contracts require \$500,000	

- 20.44.3 The Contractor's comprehensive liability policy shall also include blanket contractual liability coverage or shall be endorsed to cover the liability assumed by the Contractor in Paragraph 20.43. Such insurance shall also provide Contractor's protective coverage, and coverage for explosions, collapse and injury or damage to property under the surface of the ground.
- 20.44.4 The Contractor shall also take out and maintain at his expense during the life of this Contract, Builders Risk Insurance if directed to do so because of "Special Conditions" when the Contractor's equipment is stored on site of construction. The Builder's risk shall protect the Contractor, the City, the Engineer, and the Design Consultant, as their interest may appear, for the following hazards to the work: Materials and equipment suitably stored at the site, and the Contractor's construction equipment, materials and temporary structures. Fire and lightning, extended strike, civil commotion, aircraft, vehicle and smoke damage, and vandalism and malicious mischief. Such policy shall be in an amount equal to the total Contract Price shown in the Contract Agreement for the Construction and in the amount of \$100,000 for the construction of gravity sewers and force mains.
- 20.44.5 Said insurance shall be written by a company or companies approved to do business in the State of Florida and acceptable to the City's Division of Insurance and Risk Management. Before commencing any work hereunder, certificates evidencing the maintenance of said insurance shall be furnished to the City, and the Engineer.
- 20.44.6 The City of Jacksonville should be named in each separate policy as "an additional interest" insured (except automobile policies)

NO BID FORM

BID# SC-0463-00

UNABLE TO SUBMIT A BID? WE SINCERELY HOPE THIS IS NOT THE CASE.

If your firm cannot submit a bid at this time, please provide the information requested in the space provided below and return it to:

**City of Jacksonville
Procurement and Supply Division
117 West Duval Street, Suite 335
Jacksonville, Florida 32202**

We are unable to submit a bid at this time due to the following reasons:

Name of Firm _____

Signature and Title _____

Street Address or P.O. Box _____

City _____ **State** _____ **Zip Code** _____

PLEASE SUBMIT THIS FORM ONLY; DO NOT SEND BACK THE BID PACKAGE



Year 2000 Compliance and Warranty Requirements Products and Services

BID# SC-0463-00

1. Notwithstanding any provision elsewhere contained in this contract (the "Contract"), the **VENDOR** expressly represents and warrants that for all Information Products supplied and for all Services provided, **VENDOR** will provide certification as to the following:
 - a. The **VENDOR** represents and warrants that there are no technological components which use recognize or are involved with Date processing or Date Exchange; or
 - b. If there are technological components which use, recognize or are involved with Date Processing or Date Exchange, the **VENDOR** of the product, item, Service, or process represents and warrants that the product, item, Service or process is and will be upon use or installation, compliant with all electronic date recognition systems, including, any computer system, hardware program or software microprocessor, embedded processors and/or systems integrated circuit or similar device, whether in computer equipment or non-computer equipment, whether the property of the **VENDOR** or of others.

The electronic date compliance extends to the ability to recognize, process, distinguish, interpret or accept any change of year, date, or time, including but not limited to the definitions and standards contained herein.
 - c. The **VENDOR** also represents and warrants that if non-compliant products, items, Services, or processes are delivered the **City of Jacksonville** has the right to refuse the product, item, Service, or process.
 - d. The **VENDOR** agrees, represents and warrants that the cost or expense of evaluation, inspection, installation, maintenance, repair or replacement of any product, item, Service or process, in the effort to make the product, item, Service, or process electronic date recognition compliant, will be born solely by the **VENDOR**, and at no cost or expense to the **City of Jacksonville**.
 - e. The **VENDOR** represents and warrants that all such components are fully Year 2000 Compliant according to the definitions and standards contained herein.

The **VENDOR** shall accomplish and document modifications necessary to ensure Information Products previously provided or Information Products to be provided or maintained in the future under this Contract are or will be Year 2000 Compliant as herein defined to the extent that other Information Products used in combination with the Information Products being acquired, properly processes Date Exchange and Date Processing, whether such Information Product was written, manufactured, produced, or performed by the **VENDOR** or a third party. The **VENDOR** further represents and warrants that if it uses Information Products to perform any Services under this Contract, such Information Products will be Year 2000 Compliant. If any of **VENDOR's** suppliers use Information Products to supply products or Services to **VENDOR**, which products or Services are necessary in **VENDOR's** provision of products or Services to the **City of Jacksonville**, then and in such event, the **VENDOR** further represents and warrants that such Information Products, use by its suppliers will be Year 2000 compliant. If this Contract requires that specific listed Information Products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed Information Products as well as to the system.

The **VENDOR** shall promptly remedy any breach of these representations and warranties at no additional charge to the **City of Jacksonville**. Remedy of a breach may be through correction, upgrade or replacement of any Information

Year 2000 Compliance and Warranty Requirements (continued)

Products or performance of Services provided under this Contract which are Non-Year 2000 Compliant, with functionally equivalent Information Products which are Year 2000 Compliant and with Services that are compliant. If after its best efforts, the **VENDOR** is unable to accomplish the correction or replacement of the Non-Year 2000 Compliant Information/ Products or performance of Services, provided under this Contract within 45 days after notification to the **VENDOR** of the failure of the Information Products to attain Year 2000 Compliance or of the failure of Services, the Contractor shall refund to the **City of Jacksonville** any amounts paid by the **City of Jacksonville** for the Information Products and/or Services provided and shall indemnify and hold the **City of Jacksonville** harmless from and against any and all liability, loss, or expense (including reasonable attorney's fees) with respect to Services and to Non-Year 2000 Compliant Information Products provided under this contract. Nothing in this warranty shall be construed to limit any rights or remedies otherwise available under this Contract with respect to defects other than Year 2000 Non-Compliance. This Contract supersedes all previous contracts between **VENDOR** and the **City of Jacksonville** with regard to Year 2000 Compliance. This provision shall survive termination or expiration of this Contract.

2. As part of the Certification, **VENDOR** agrees to perform comprehensive testing necessary to insure all Information Products, which are provided under this Contract or which are used in the provision of Services under this Contract, are Year 2000 Compliant and to provide with all Information Products a completed Product Compliance Certification for Year 2000 Compliance attached hereto, and by this reference made a part hereof, along with the test plans and test results which support that Certification.
3. The representations and warranties contained herein are separate and apart from any other representations and warranties specified in this Contract, and are not subject to any disclaimer of representation warranty or limitation of Contractor's liability which may be specified elsewhere in this Contract, its appendices, addenda, amendments schedules, annexes or any document incorporated in this Contract by reference.
4. Definitions
 - a. Certification: the act of providing written testimony of qualification of a process or product with regard to Year 2000 Compliance, including identification and documentation of all formats of Date Processing and Date Exchange, such formats may include ISO standards, other generally accepted industry date representations, or other documented methods of date representation. Process certification does not necessarily mean product certification.
 - b. Date Exchange: the interchange of date data between two or more systems or system elements.
 - c. Date Processing: the handling of date data within a system or system element.
 - d. Information Products: Products and/or Services including but not limited to hardware, software, firmware, middleware, and embedded systems including but not limited to EDI and other interfaces for the exchange of data, whether acting alone or combined as a system.
 - e. Services: includes, but is not limited to, capital improvements, contractual services and professional services as those terms are defined in Section 126.102, *Ordinance Code*, and which Services may require Information Products for their provision.
 - f. Year 2000 Compliant: The ability of a system to provide all of the following functions:
 - D) Handle date information (via U.S. standards) before, during and after Global Positioning System "Rollover Date" change from August 21, 1999 to August 22, 1999;

Year 2000 Compliance and Warranty Requirements (continued)

- ii) Handle date information (via U.S. standards) before, during and after Maximum Date change of September 9, 1999 (9/9/99) to September 10, 1999;
 - iii) Handle date information (via U.S. Standards) before, during and after January 1, 2000, including but not limited to accepting date input, providing date output, single century formulas, multi-century formulas, and performing calculations on dates or portions of dates, specifically including all dates in the years 1999, 2000 and years following 2000;
 - iv) Function accurately and without interruption before, during and after January 1, 2000, without any change in operations associated with the advent of the new century including leap year calculations;
 - v) Respond to two-digit year-date input in a way that resolves the ambiguity as to century in disclosed, defined, and predetermined manner;
 - iv) Store and provide output of date information in ways that are unambiguous as to century; and
 - vii) Function with other systems to accurately exchange date data in a manner which does not corrupt data which is date related and data which is not date related or otherwise adversely affect the performance of the system, system elements or components.
- g. Non-Year 2000 Compliant: Any system which is not Year 2000 Compliant as defined herein above.
5. The Definitions of the terms specified herein shall supersede and take the place of the Definitions of those same terms contained in the Product Compliance Certification for Year 2000 Compliance, attached hereto and made a part hereof.
6. This Contract has been subject of meaningful discussions and/or negotiations of the terms, conditions and provisions contained herein. Therefore, any doubtful or ambiguous provision -- if any -- contained herein will not be construed against the party who physically prepared this contract or its provisions. The rule commonly known as "*Fortius Contra Preferentum*" will not be applied to this Contract or any interpretation hereof.



Product Compliance Certification

BID# SC-0463-00

1. Identification

a. Supplier Name			
b. Supplier Address			
c. Certifying Manager	Name	Title	Phone
d. Description of Product(s)			

(If product is neither date aware nor date sensitive, go to Certification Section.)

2. Testing

a. Testing conducted by	Organization Name	Address	
b. Testing Manager	Name	Title	Phone
c. Y2K review/tests conducted (Attach test plan/data/results)	Start Date	End Date	
d. Results show product(s) is/are:	Fully compliant	% compliant	Non-compliant
e. If compliance is conditional or contingent, describe fully all conditions and contingencies:			
f. Describe any issues, problems or limitations relevant to testing for Y2K compliance.			
g. Describe any issues, problems or limitations relevant to implementing product(s) after compliance testing.			
h. Describe any safety-critical or safety-related issues.			
i. Were the power off and power-on tests successful?			

3. Date formats and processing

a. Product uses internally:	2-digit year	4-digit year	b. Internal date format is:		
c. If 2-digit year, windowing technique is:	Fixed	Sliding	d. What range of dates can be represented?	Lowest	Highest
e. Describe how correct interfacing with applications using different window values is guaranteed, and how it was confirmed.					
f. Product input and output message formats use:	2-digit year	4-digit year	g. Product will correctly interpret a message received with a two digit year	Yes	No
h. Interface between this product and all other external date/time sources has been verified for correct operations.				Yes	No
i. Display, input, output, and printing of dates is clear and unambiguous.				Yes	No
j. Storage of date information is clear and unambiguous.				Yes	No
k. System or product properly processes archived data with dates.				Yes	No
l. Other usage of dates was checked: embedded in other fields, used a part of sort or record ID, have special meanings (e.g. 9999) encryption algorithms, random number generators, etc.				Yes	No
m. Does the system have a license date or expiration date?				Yes	No
n. The system was tested for proper backup and restore capabilities.				Yes	No
o. List all interfacing systems or products (include description, platform, compliance status, input or output).					

Product Compliance Certification

BID# SC-0463-00

Critical Dates:

All internal and output representation, external interfaces and display of dates must be clear, correct and unambiguous in the context in which they are used. You must certify that you have verified correct operation of the product, as applicable, in each of the circumstances described below.

		Tested:	Y	N	N/A	Test Ref
1	Dates and days of week in 20th century (1900's)					
2	Dates and days of week in 21st century (2000's)					
3	Dates and days of week spanning century boundary (mix 1900's and 2000's)					
4	Crosses from 1999 to 2000 correctly					
5	Recognizes Jul-Dec or Oct-Dec 99 as FY2000 (if applicable)					
6	Date forecasting and historical processing between 1900's - 2000's - 1900's					
7	Display and printing of 1900 and 2000 dates is clear and unambiguous					
8	Correctly exchanges with and interprets date data to and from all interfacing systems					

Leap Year Calculations:

9	Recognizes February 29, 2000 as a valid date.					
10	Recognizes February 29, 2001 as an invalid date.					
11	Arithmetic operations perform calculations for Year 2000 with 366 days.					
12	Julian date 00060 is recognized as February 29, 2000.					
13	Julian date 00366 is recognized as December 31, 2000.					

Product Compliance Certification

BID# SC-0463-00

Year 2000 Compliance and Certification Levels

The certifying manager and the testing manager are responsible for specifying the correct compliant level. Compliance levels are defined below:

LEVEL	DESCRIPTION
0	Product is neither date aware nor date sensitive; does not process date data.
1	- Independent testing successfully completed. "Independent" testing is that conducted by an independent testing or certifying organization not connected to the supplier. - All questions have positive responses where applicable.
2	- Independent audit of product and supplier's test results completed successfully. An "independent" Audit is on conducted by a Government or Contractor organization outside the supplier's chain of responsibility. - All questions have positive responses where applicable.
3	- Self-testing of the product(s) were successful. "Self-testing" is accomplished by the supplier in their own facility, with no additional outside review of the product or of the test results. - All questions have positive responses where applicable.
4	- NOT Tested.

Definitions

Certification: the act of providing written testimony of qualification of a process or product with regard to Year 2000 compliance, including identification and documentation of all formats of Date Processing and Date Exchange, such formats may include ISO standards, other generally accepted industry date representations, or other documented methods of date representation. Process certification does not necessarily mean product certification.

Date Exchange: the interchanged of date data between two or more systems or system elements. In order to facilitate proper date data exchange between two or more systems or system elements, defined formats must be identified and documented by the suppliers of system or system elements.

Date Processing: the handling of date data within a system or system element.

Year 2000 compliant: technology, including but not limited to, information technology, embedded systems, or any other electro-mechanical or processor-based system, when used in accordance with its associated documentation, is capable of accurately processing, providing, and/or receiving date data from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations.

4. Certification (see attachment for definitions)

The level of compliance of the product(s) described above is certified to be ____ (enter 0 - 4). If that level is not zero, Y2K testing has been conducted for this product. Testing included, at minimum, the items in this checklist and attachment. Complete test plans, test data, and test results are attached to this certification.

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certifying Manager

Date

Testing Manager

Date

Product Compliance Certification

BID# SC-0463-00

Summary of Y2K Evaluation for this system:

Notes, Comments, Clarifications

Items #	Description

BID NO. SC-0463-00**PRICE AGREEMENT CONTRACT FOR PARK AND PLAYGROUND EQUIPMENT****TERMS AND CONDITIONS****1. SCOPE:**

The purpose of this bid invitation is to establish firm pricing and source of supply for furnishing and delivering, and in some area's installation of an undetermined quantity of PARKS AND PLAYGROUND EQUIPMENT, as listed in the catalogs supplied by the various vendors, with discounts to be listed on the attached proposal pages, for the Department of Parks, Recreation, and Entertainment.

2. AWARD:

Multiple Awards to be made to any and all vendors. There is no guarantee an ensuing purchase order will be issued after award; purchase orders will be issued subject to availability of funds.

3. DELIVERY:

Delivery to be F. O. B. delivered as indicated on purchase order. Vendors must set forth in the bid documents a specific delivery and installation commitment, stated in numbers of days from receipt of purchase order. Failure to comply with this requirement may result in rejection of bid.

3. CORRECTIONS MADE BY BIDDER:

Bidders are cautioned not to obliterate, erase or strike over any printed material as set forth in the bid documents. In quoting prices, whether unit price or total price, wherever a bidder has made an error and has corrected it, any and all such corrections should be initialed by person signing the bid form. Failure to comply with this provision may result in rejection of bid.

4. GENERAL CONDITIONS:

The signature on the bid form verifies that the bidder is acquainted with general conditions contained herein and will comply with all specifications, terms and conditions contained in the bid documents.

5. EFFECTIVE PERIOD OF QUOTATIONS:

Price quotations submitted in response to this bid solicitation shall be effective for a minimum of thirty (30) days from date of bid opening to allow for evaluation and award of bid.

BID NO. SC-0463-00

6. **DESCRIPTIVE LITERATURE:**
Complete descriptive literature, catalog cuts, brochures or other specification sheets must be submitted in **DUPLICATE** with bid. Failure to submit descriptive literature may result in rejection of bid.

BID NO. SC-0463-00**SPECIFICATIONS AND REQUIREMENTS**

1. The purpose and intent of this bid is to establish and secure firm prices including all items listed in company's catalogs and percentage discount from the last column (lowest price) of manufacturers' price list for the purchase and delivery of park and playground equipment. Additionally, to secure a firm fixed percentage of cost (after delivery) or cost upon request, for installation of playground equipment and establish a term contract for the City of Jacksonville, Florida, as specified herein.

2. **RESPONSIBILITY:**

A contractor/ vendor will be responsible for all labor, materials, equipment, supervision, off-loading and placement for installation of all parks and playground materials ordered unless otherwise specified by the City of Jacksonville, Florida.*

* The City of Jacksonville, Florida may elect at certain circumstances to purchase only materials, and have those materials installed by others, (e.g., volunteers). These items will be shipped to a designated location and off-loaded by the vendor or vendors' representative.

3. **SHIPMENT:**

A minimum of seventy-two (72) hours advance notification of delivery is required of all freight carriers (charges prepaid by vendors and added to invoice).

4. **TERMS OF CONTRACT:**

The Price Agreement Contract for Parks and Playground Equipment will be for a period of one(1) year from date of the award, with an option for two(2) one(1) year renewals upon approval by both vendor/manufacturer and the City of Jacksonville, Parks, Recreation and Entertainment Department.

5. **RENEWAL:**

Renewal option(s) acceptance will be based on the successful vendor(s) agreement to all the terms, conditions and requirements in maintaining firm percentage for the following year(s) within thirty days of contract expiration. All prices will remain firm for the period of each contract year.

BID NO. SC-0463-00**6. CATALOG:**

In order to meet the City of Jacksonville, Florida parks and playground equipment needs, requirements, and in the best interest of the city, all vendors' bidding will submit catalogs (complete with material price, installation cost and freight charges where applicable) with their Bid Proposal, offering a firm fixed percentage discount, and comply with all specifications, terms and conditions.

7. PRICING OF QUOTE/INVOICE:

A request for pricing will list each item cost, price for installation of each item, and freight charges for those items, each specified where applicable.

8. PAYMENT:

Price agreement contracts will be issued only to the vendor/manufacturer who submitted a bid proposal that was awarded specified order request. No split order payment for separating vendor and installer (two-party check's invoice) will be issued by the City of Jacksonville, Florida. Payment for installation charges will be the responsibility of the vendor.

8. CERTIFICATE:

All vendors, contractors, manufacturers and installers submitting a bid or a subcontractor of the bidder will comply and supply written factory certification that they are certified/authorized to install playground equipment as required by the manufacturer and submitted with bid proposals. Failure to provide this information in writing may be subject to rejection of bid.

9. PERCENTAGE:

Vendors will indicate in space provided on proposal forms sheets their firm fixed percentage discount to be deducted from the catalog list prices or manufacturers' catalogs.

10. JOB COMPLETION:

Vendor/installer will be responsible for clean up and removal of all debris resulting in job completion and leave said sites in neat and orderly fashion at the end of each workday.

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

11. SUPERVISE:

Vendors will be responsible for the accuracy for all fixed measurements.

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

BID NO. SC-0463-00**11. LAWS:**

All materials received will meet ADA, American Playground Safety Regulation, and all other playground equipment and safety laws, (ASTM Standards), requirements and certifications, etc.

12. WARRANTY:

Manufacturer/installer will guarantee entire installed systems and units to be free of defects in workmanship and materials for a period of not less than one (1) year from date of completed installation acceptance. The manufacturer and/or installer will repair and/or replace and defected and poor installation at no cost to the City of Jacksonville, Florida during the warranty period and will transfer any manufacturer's guarantee for supplier/installer furnished materials extending beyond this contract period to the owner.

13. SAFETY:

It will be the successful bidder's responsibility to insure all products ordered, shipped, and installed conform, meet or exceed all the required federal, state, city, county and local safety guidelines.

14. INSURANCE:

Insurance certificate required at time of bid opening listing The City of Jacksonville as additional insured.

14. PROMOTIONAL PRICING:

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

15. COOPERATIVE PURCHASE:

Any bidder awarded under this bid agrees that such response also constitutes a bid price to all State and County agencies and political subdivisions of the State of Florida under the same conditions, for the same effective period as this bid, should be the awarded bidder (s) deem it in their interest of their business to do so.

16. RESTRICTIONS:

This agreement in no way restricts or interferes with any State Agency or political subdivision of the State of Florida to rebid any or all items.

BID NO. SC-0463-0017. **DEFAULT:**

In the event that the awarded vendors should breach this contract, the City of Jacksonville, Florida reserves the right to seek all remedies in law and/or in equity.

18. **VIOLATION:**

In the event any or the provisions of this bid are violated by the awarded contractors, they will be given written notice stating the deficiencies, and given then (10) days to correct deficiencies found. Cancellation of the contract will be made by the City of Jacksonville should corrections not be made.

The City of Jacksonville reserves the right to terminate any contract resulting from this invitation at any time due to any violation.

19. **EQUAL BUSINESS OPPORTUNITY PROGRAM:**

The City of Jacksonville encourages active participation by all minorities and women owned business on all contracts, proposals, bids, professional services, subcontracting and other goods.

20. **ORDERING:**

After an award has been made by the City of Jacksonville, a contract/purchase order will be mailed to the successful vendors for materials as required.

21. **AWARDING:**

Purchase orders will be made to the vendor with the best price for materials required from catalogs submitted.

PROPOSAL FORM

PRICE AGREEMENT CONTRACT FOR PARK AND PLAYGROUND EQUIPMENT

BID NO: SC-0463-00

VENDOR _____

ADDRESS _____

CITY, STATE, ZIP CODE: _____

PHONE: _____ FID# _____

CONTACT _____

1) **VENDOR CATALOG: Fixed percentage discount:**

Vendor _____

Discount off list price _____

Delivery _____ days ARO

2) **MANUFACTURERS CATALOGS: Fixed percentage discount:**

Manufacturer	Discount off list price
	%
	%
	%
	%

Delivery _____ days ARO F.O.B. Destination

3) **INSTALLATION**

PREFERENCE

- A) Fixed percentage of cost (after discounts) of equipment _____% _____ YES _____ NO
- B) Price requested at time of price for materials Is confirmed in writing. (price per job of known materials) _____ YES _____ NO

List vendor/manufacture written factory certification that is being supplied with bid or within (3) days upon request.

ADDITIONAL INFORMATION:

SHIPPING CHARGES \$ _____ CWT

VARIANCES:

Please state any variances to the specifications regarding Vendor, manufacture, shipping, freight cost, etc. (Add additional information, if necessary on a separate paper.)

MINORITY STATUS

PLEASE INDICATE IF A MINORITY OWNED OR WOMEN OWNED BUSINESS (51%) _____ YES _____ NO

ADDITION

Supporting documents and requests for additional information may be required prior to award of contracts.

The City of Jacksonville, Florida reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as may be deemed to be in the best interest of the City of Jacksonville.

ATTACHMENT 3

BID FORM

DATE: 2/15/2000

City of Jacksonville
Procurement and Supply Division

REQUEST TO BID NO. SC-0463-00

THIS FORM MUST BE SIGNED AND INCLUDED IN BID SUBMISSION

COMPANY NAME AND ADDRESS

Swartz Associates, Inc.
P.O. Box 110206
Naples, FL 34108
FID/SSN# 65-0169405

SUBMIT BID IN DUPLICATE

THIS BID WILL BE OPENED ON 12
Wednesday, April 25, 2000
2:00 P.M. IN THE THIRD FLOOR CONFERENCE ROOM C, CITY HALL.
RESPONSE(S) TO BID MUST BE IN INK OR TYPEWRITTEN.

BUYER: BEVERLY WILLIAMS PHONE: (904) 630-4956

BID SECURITY REQUIREMENTS

- None Required
 - Certified Check or Bond
- Amount:

TERM OF CONTRACT

- One time purchase
- Annual requirement - Prices will remain firm for one year from date of award
- Other WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS.

SAMPLE REQUIREMENTS

- None Required
- Samples Required PRIOR to Bid Opening
- Literature Required With Bid
- Samples May be Required Subsequent to Bid Opening

PERFORMANCE BOND

- None Required
- Bond Required \$ _____ % of bid award

QUANTITIES:

- Quantities indicated are exacting
- Quantities indicated reflect the approximate quantities to be purchased throughout contract period and are subject to fluctuation in accordance with actual requirements.

FOR TECHNICAL INQUIRIES, CONTACT:

BOB GOFF

Telephone: 630-3585

AGENCY: RECREATION

PRICE AGREEMENT CONTRACT FOR PARK AND PLAYGROUND EQUIPMENT

AGREEMENT WILL BE IN ACCORDANCE WITH ATTACHED TERMS, CONDITIONS, SPECIFICATIONS, REQUIREMENTS AND PROPOSAL FORMS.

BASIS OF AWARD: MULTIPLE AWARD TO ALL QUALIFIED VENDORS.

TERMS OF PAYMENT: NET OR % DISCOUNT DAYS
(DISCOUNTS OFFERED FOR PAYMENT PERIODS OF LESS THAN 30 DAYS WILL NOT BE CONSIDERED IN MAKING AWARD)

Bidder's Certification

Material is F.O.B. DELIVERED TO: VARIOUS LOCATIONS THROUGHOUT JACKSONVILLE (Freight - Prepay + Added)

Delivery will be made in 30-40 business days from receipt of purchase order.

We have received addenda

1 through 1

Handwritten Signature of Authorized Officer of Firm

Daniel E. Swartz, Vice-Pres.

Print Individual's Name & Title

4-10-00

Date

941-597-9500

Phone Number

3) **INSTALLATION**

PREFERENCE

- A) Fixed percentage of cost (after discounts) of equipment _____% YES NO
- B) Price requested at time of price for materials Is confirmed in writing. (price per job of known materials) YES NO

List vendor/manufacturer written factory certification that is being supplied with bid or within (3) days upon request. Yes

ADDITIONAL INFORMATION:

SHIPPING CHARGES \$ N/A CWT

VARIANCES:

Please state any variances to the specifications regarding Vendor, manufacture, shipping, freight cost, etc. (Add additional information, if necessary on a separate paper.)

MINORITY STATUS

PLEASE INDICATE IF A MINORITY OWNED OR WOMEN OWNED BUSINESS (51%) YES NO

ADDITION

Supporting documents and requests for additional information may be required prior to award of contracts.

The City of Jacksonville, Florida reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as may be deemed to be in the best interest of the City of Jacksonville.

Post Office Box 110206
Naples, FL 34108
941-597-9500
Fax: 941-597-5152
www.floridaplay.com
E-mail: mail@floridaplay.com



Playground Equipment
Site Furnishings
Bleachers
Pool Furniture
Shade Structures
Outdoor Athletic Equipment

02 FEB 26 AM 7:38

ATTACHMENT 4

February 22, 2002

Lee County Parks & Recreation
3410 Palm Beach Blvd.
Fort Myers, FL 33916

To Whom It May Concern:

Swartz Associates, Inc. authorizes all Lee County Government agencies to "piggy back" our pricing off the City of Jacksonville Bid #SC-0463-00.

Do not hesitate to contact us with any questions.

Sincerely,
SWARTZ ASSOCIATES, INC

A handwritten signature in cursive script, appearing to read "Dan Swartz", is written over the typed name.

Dan Swartz
Vice-President

City of Jacksonville, FL.

02 FEB 26 AM 7:45

February 22, 2002

Cindy Mitar

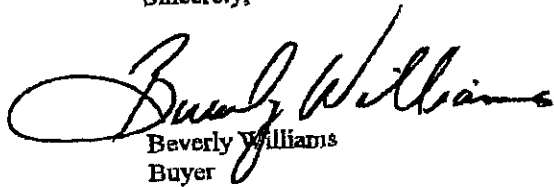
Fax: 941-461-7420
Ref: SC-0463-00

Dear Cindy:

Please be advised that the City of Jacksonville has no problem with any other city or county agency using the above mentioned contract, as long as the vendor agrees.

The following is a copy of the original awarded contract signed by the City of Jacksonville's award committee. You will need to contact the vendor you wish to purchase from for the agreement submitted.

Sincerely,



Beverly Williams
Buyer