



Invitation for Bid No. 2024-071 Jesse Helms Park Playground Equipment

Due Date: May 30, 2024
Time: 2:00 PM Local Time
Submittal Location: Union County Government Center
Procurement Department
500 N. Main Street, Suite 709
Monroe, NC 28112

Non-Mandatory Pre-Bid Conference & Site Visit

Date: May 9, 2024
Time: 10:00 AM Local Time
Location: Jesse Helms Park Playground
1505 Summerlin Dairy Road
Wingate, NC 28174

Procurement Contact:

Vicky Watts, CLGPO
Senior Procurement Specialist
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1 NOTICE OF ADVERTISEMENT

Union County, North Carolina
IFB No. 2024-071
Jesse Helms Park Playground Equipment

Sealed bids for Jesse Helms Park Playground Equipment will be received by the Union County Procurement Department *until 2:00 PM* local time on **May 30, 2024** at the Union County Government Center, 500 North Main Street, Suite 709, Monroe, NC 28112 at which time the bids will be opened and read aloud. **Late bids will not be accepted.**

If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "**BID ENCLOSED, 2024-071**" and shall be addressed to Union County Procurement Department, Attn: Vicky Watts, 500 North Main Street, Suite 709, Monroe, NC 28112.

Union County, North Carolina, through Parks and Recreation, is soliciting bids from qualified firms to furnish, deliver and install playground equipment to Jesse Helms Park as outlined in this solicitation.

This solicitation may be examined at the Union County Government Center, Procurement and Contract Management Department, 500 North Main Street, Suite 709, Monroe, NC 28112, Monday through Friday between the hours of 8:00 am and 5:00 pm. Copies of the solicitation may be obtained from the locations listed below free of charge:

1. Download the Solicitation Documents from the Union County website:
<https://www.unioncountync.gov/departments/bids-procurement/current-bids>
2. Download the Solicitation Documents from the State of North Carolina eVP website:
<https://evp.nc.gov/solicitations/> (Search County of Union)

A Non-Mandatory, Pre-Bid Conference & Site Visit will be held on **May 9, 2024 at 10:00 AM Local Time** at the Jesse Helms Park Playground, 1505 Summerlin Dairy Road, Wingate, NC 28174. Representatives from Union County Parks and Recreation will be on-hand to give a brief overview of the project and to answer questions. Attendance at this meeting is strongly encouraged.

All questions about the meaning or intent of the Bidding Documents are to be submitted in writing to the Procurement contact person listed on the cover page (vicky.watts@unioncountync.gov). Deadline for questions is **May 15, 2024 at 5:00 PM** local time.

Bidders are required to comply with the non-collusion requirements set forth in the Bidding Documents.

The County reserves the right to reject any and/or all bids, including, without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The County also reserves the right to waive informalities and request clarification as needed.

Union County intends to pay, in part or in whole, the cost of the contract resulting from this solicitation using federal funds received from the Housing and Community Development Act of 1974, Public Law 93-383, as amended 42 U.S.C. 5301 et seq., Community Development Block Grant (CDBG) This solicitation follows the Uniform Administrative Requirements (UG), Cost Principals, and Audit Requirements for Federal awards (2 C.F.R. Part 200). Contracts resulting

from this solicitation may be funded with federal grant funds which have been procured in a manner that is in compliance with all applicable Federal laws, policies, and standards as well as state law and local policies.

Union County encourages good faith effort outreach to Minority Businesses (HUB Certified) and Small Businesses.

---End of Advertisement---

2 BID SUBMISSION

2.1 BID SUBMISSION DEADLINE

Sealed bids are to be received by the Union County Procurement Department for Jesse Helms Park Playground Equipment until **May 30, 2024 at 2:00 PM Local Time** at the Union County Government Center, 500 North Main Street, Suite 709, Monroe, NC 28112 at which time the bids will be opened and read aloud. **Late bids will not be accepted.**

2.2 BID DELIVERY REQUIREMENTS

All Bids must be in a sealed box or opaque envelope plainly marked as follows:

[Name of Firm Submitting Bid]
IFB No. 2024-071
Jesse Helms Park Playground Equipment
Attention: Vicky Watts

Your company name and the solicitation number must be visible on the delivery box/envelope. Ship, Mail, or Hand Deliver to the following address:

Union County Government Center
Procurement Department
500 North Main Street, Suite 709
Monroe, NC 28112
Attention: Vicky Watts

Electronic (email) or facsimile submissions will not be accepted.

There is no expressed or implied obligation for Union County to reimburse firms for any expenses incurred in preparing Bids in response to this request.

Union County reserves the right to reject any or all Bids, to waive technicalities and to make such selection deemed in its best interest. Union County, at its sole discretion, reserves the right to supplement, amend, substitute or otherwise modify this IFB at any time, to cancel this IFB with or without the substitution of another IFB, and to issue additional request for information.

2.3 NON-MANDATORY PRE-BID CONFERENCE AND SITE VISIT

A Non-Mandatory Pre-Bid Conference will be held on **May 9, 2024 at 10:00 AM Local Time** at the **Jesse Helms Park Playground, 1505 Summerlin Dairy Road, Wingate, NC 28184**. Representatives from Union County Parks & Recreation will be on-hand to give a brief overview of the project and to answer questions. Although attendance at this meeting is not mandatory, it is strongly encouraged.

2.4 BID QUESTIONS

Bid questions will be due on or before **May 15, 2024 at 5:00 PM** local time. The primary purpose of this is to provide participating Bidders with the opportunity to ask questions, in writing, related to the IFB.

Submit questions by email to Vicky Watts at vicky.watts@unioncountync.gov by the deadline shown above. (Do not send question in a graph or Excel sheet format.) *The email subject line should be identified as follows: IFB 2024-071 Jesse Helms Park Playground Equipment*. All questions and answers may be posted as addenda on the County Website and the North Carolina eVP Website as indicated on the Advertisement Page of this solicitation.

2.5 BID ADDENDUM

Union County may modify the IFB prior to the date fixed for submission of Bids by the issuance of an addendum. Should an Offeror find discrepancies or omissions in this IFB, or any other documents provided by Union County, the Offeror should immediately notify the County of such potential discrepancy in writing via email as noted above.

Any addenda to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addenda. Receipt of Addenda shall be acknowledged by the Offeror on Appendix D – Addendum and Anti-Collusion Form.

3 INTRODUCTION

3.1 COUNTY

Union County, North Carolina (population 254,070) is located in the central, southern piedmont. The County provides its citizens with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration.

3.2 PURPOSE

Union County, North Carolina, through Parks and Recreation, is soliciting bids from qualified firms to furnish, deliver and install playground equipment to Jesse Helms Park as outlined in this solicitation.

3.3 NOTICE OF FEDERAL FUNDING

Union County has received a payment from the Community Development Block Grant established pursuant to 24 C.F.R. 570.208 (a)(3), Union County may utilize such the Community Development Block Grant, in whole or in part, for the cost of the Agreement resulting from this solicitation and the services provided thereunder. In using these funds, the County must comply with the terms of Community Development Block Grant, regulations issued by U.S. Department of Housing and Urban Development governing the expenditure of monies distributed from the Community Development Block Grant, the Award Terms and Conditions applicable to the Community Development Block Grant and such other guidance as the U.S. Department of Housing and Urban Development has

issued or may issue governing the expenditure of monies distributed from the Community Development Block Grant (collectively, the “Regulatory Requirements”).

The County must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as the U.S. Department of Housing and Urban Development has determined or may determine are inapplicable to the Community Development Block Grant.

Pursuant to 2 C.F.R. § 200.327, the County must include within the Agreement applicable provisions described in Appendix II to 2 C.F.R. Part 200 and all other applicable law. Therefore, the County cannot enter into an Agreement or make any distributions to Offeror using monies from the Community Development Block Grant absent agreement and adherence to each term and condition contained therein.

4 INSTRUCTIONS

4.1 COMMUNICATION

All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to the IFB must be made only through the Procurement Contact noted on the cover of this solicitation. A violation of this provision is cause for the County to reject a Company’s bid. No contact regarding this document with other County employees is permitted and may be grounds for disqualification.

4.2 BIDDERS ACKNOWLEDGMENT

The Bid will remain subject to acceptance for 120 days after the Bid Opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner

4.3 DUPLICATE BID

No more than one (1) bid from any Bidder will be considered by the County. In the event multiple bids are submitted in violation of this provision, the County will have the right to determine which bid will be considered, or at its sole option, reject all such multiple bids.

4.4 BID SIGNATURES

An authorized company official must sign Bids. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the County if the Bidder is determined to be the lowest responsive, responsible Bidder.

4.5 BIDDERS RESPONSIBILITIES

The Bidder must be capable, either as a firm or a team, of providing all parts as described herein. Exclusion of any parts or services for this Bid may serve as cause for rejection.

The successful Bidder will be responsible for all work in this solicitation whether it is provided or performed by the successful Bidder or subcontractor(s). Further, the County will consider the successful Bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract. The successful Bidder must be an authorized dealer of the proposed scale and associated

equipment. This manufacturer authorization must include required installation certifications and warranty work provisions.

5 SCOPE OF WORK

Although Union County is one of the fastest growing counties in North Carolina, it still retains open stretches of farmland where agricultural roots run deep. To this end, the County has defined a “Farm Theme” for the Jesse Helms Park Playground. The area is approximately 40,000 square feet.

The County envisions 4 play areas with farm related features:

1. Tractor, Barn, & Cornstalk play area for ages 2 – 5
2. Barn Play Area for ages 5 – 12
3. Swing Area
4. Flower Inclusive Play Area

This bid is for the purchase, delivery, and installation of inclusive playground equipment designed for children 2 years to 12 years of age as described in this solicitation and as listed on Appendix A - Specification Form.

The items selected were specified to achieve design aesthetics and quality desired for specific needs appropriate for this project. Although the manufacturer for the selected list is **GameTime**, it is not the intent to discriminate against an "or equal" product. It is the intent to set a definite standard. Open competition is expected and desired but, in all cases, complete supporting data must be submitted on or before, May 15, 2024, on all substitutions and exceptions proposed. Samples and/or documentation shall be submitted for comparison. Bidders are requested to offer only equivalent comparable units, which will provide the theme, features and performance needed and implied.

All Products and component parts furnished under the Contract shall be new, shall comply with the specifications and terms and conditions set forth in this IFB, and shall operate in full compliance with these Specifications.

Note: Because of the differences between manufacturers in the design, materials and construction methods, the County reserves the right to evaluate all bids and to vary from these specifications when in its opinion, such variances is in the County’s best interest. This includes the approval of substitutions by the bidder for one item for another as being equal to specifications, performance and quality. The specifications and requirements described are to indicate certain features requested by the County and are in no way to be construed to be restrictive to eliminate any item or items which are necessary to provide a complete, safe and fully functional system.

5.1 KEY FEATURES

Playground equipment should include:

- A variety of play structures including swings, slides, balance elements, Americans with disabilities Act (ADA) elements and rope elements.
- Creative designs to stimulate children’s imagination during play.
- Safety features such as soft-landing surfaces to adhere to Certified Playground Safety Inspector (CPSI) fall standards.

- Interactive panels and/or signage to promote curiosity.
- Opportunities for educational learning through play and cognitive development.
- ADA accessibility standards.
- A routine maintenance plan to ensure the longevity of the area.
- Evidenced-based design best practices to promote youth physical activity and provide a validated overview of the levels of challenge to include beginning, intermediate, and advanced skills levels.
- Evidenced-based design best practices using the 7 Principles of Inclusive Playground Design and demonstrate how the design addresses a robust balance of activities that addresses the developmental needs of the whole child.
- Evidence that demonstrates the impact on community health and wellness through data services and site-specific reports.
- Tools, resources, and support to help promote the site, create awareness, and demonstrate leadership.
- Educational training (virtual, in-person, or on-site) for staff about the features/benefits of the design and how to program the space.
- International Play Equipment Manufacturers Association (IPEMA) certified protective safety surfacing.

6 SPECIFICATIONS

All Products and component parts furnished shall be new, shall comply with the specifications and terms and conditions set forth in this IFB, and shall operate in full compliance with these Specifications. Pricing indicates a full Turnkey project, including but not limited to management, equipment, installation, testing, and training.

- All work to be performed during normal business hours: 8:00 am to 5:00 pm, Monday – Friday. Work on County’s holidays is not permitted.
- Provide full project management and project scheduling with updates.
- Provide all permits, insurance, and licenses.
- Comply with ADA standards.

6.1 SPECIFICATIONS FORM

Please check Comply or Does Not Comply for each item listed on **Appendix A - Specification Form**. Items checked Comply, must meet specifications exactly. For all the items checked Does Not Comply, clearly note differences in the space provided or on a separate sheet of paper. Provide product technical data/specification documents (cut sheets) and other documentation as needed to comply with the Scope of Work and Specifications outlined in this solicitation. Please do not include any sales or marketing brochures.

All substitutions and exceptions proposed must be emailed to vicky.watts@unioncountync.gov no later than 5:00 PM Local Time on May 15, 2024. After review by County staff, the decision to accept or reject the proposed exception or "Like Model" will be issued by Addendum.

The County reserves the right to review any exceptions and determine acceptability. Failure to note exceptions will result in rejection of bid.

6.2 LICENSURE

Play structures shall meet all provisions of both the CPSC (most current edition) "Handbook for Public Playground Safety" and ASTM F1487-21 "Standard Consumer Safety Performance Specification for Playground Equipment for Public Use" and be purchased from IPEMA certified manufacturers.

6.3 WARRANTY

The Contractor warrants that all Equipment shall be new and of good quality and shall provide a limited lifetime warranty on uprights, hardware, and connections. A detailed warranty must be submitted with bid. The express warranty contained in this section shall not diminish any of Union County's rights against Contractor with respect to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct Work.

6.4 REFERENCES

Bidders shall provide 3 references for similar projects to include:

- Company Name
- Contact Name and Title
- Direct Phone Number
- Email Address
- Project Description

6.5 SUBCONTRACTOR

If subcontractors are to be used on this project, please submit with bid the following information:

- Company Name
- Contact Name and Title
- Address
- Direct Phone Number
- Email Address

A contractor whose Bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (a) if the listed subcontractor's bid is later determined by the contractor to be non-responsible or nonresponsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (b) with the approval of the awarding authority for good cause shown by the contractor.

The terms, conditions, and requirements of each contract between Contractor and a subcontractor performing work under a subdivision or branch of work listed in this subsection shall incorporate by reference the terms, conditions, and requirements of the Contract between Contractor and Owner. Failure to include this list of subcontractors may cause a Bid to be rejected as nonresponsive by Owner.

If Owner, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

6.6 MANUFACTURERS' NAMES

Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for purpose of description and establishing general quality levels. Such references are not intended to be restrictive and equivalent products of any manufacturer may be offered. Determination of equivalency shall rest solely with the County.

6.7 DEVIATIONS

Any deviations from specifications and requirements herein must be clearly pointed out by bidder. Otherwise it will be considered that products offered will be in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefor. Deviations must be explained in detail on an attached sheet. However, no implication is made by Union County that deviations will be acceptable. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

6.8 SPECIAL INSTRUCTIONS

Contractor shall:

1. Protect existing amenities of the site during the project and shall be held liable for any resulting damages.
2. Be responsible for installation of all new materials.
3. Be responsible for all cleanup of area following completion of project.
4. Provide anticipated delivery dates for all items within 3 weeks of bid award.
5. Must notify the County if the anticipated delivery date changes.
6. Provide regular updates in writing of status changes and or anticipated delivery dates.
7. Attend requested meetings as required for general site coordination.
8. Inspect playground equipment for damages and or defects.
9. Assume responsibility for any damages, errors, or omissions attributable to the shipper, manufacturer, or installation and reorder products for like in new condition.
10. Coordinate all warranty services and provide copies of warranties & maintenance information.

6.9 DELIVERY AND CHARGES

No additional freight shall be charged at time of delivery. Risk of loss and/or damage shall be upon the seller until such time as goods have been physically delivered and received by the County.

6.10 DELIVERY LOCATION

Deliveries shall be FOB Destination to the address shown below:

Jesse Helms Park Playground
1505 Summerlin Dairy Road
Wingate, NC 28174

7 EVALUATION OF BIDS AND AWARD PROCEDURES

7.1 BID INFORMATION

Bids must be made in strict conformance using the Invitation for Bid (IFB) forms provided herein. All blank spaces for bids must be filled in properly. Numbers must be written in ink or typewritten, and the completed forms shall be without erasures, lineation, or alterations. In accepting the bid, the County will assume that no alterations have been made, and if they appear afterward, they shall not be binding on the County.

All Bid Documents shall be signed by an individual who is authorized to contractually bind the company. The signature must indicate the title or position the individual holds in the agency or firm. Agencies or firms which sign contracts with the name of the agency or firm must provide the name of a corporate officer or executive director for signature validation by the County. **All unsigned Bids will be disqualified.** In submitting a Bid, Offeror affirms all statements contained in the bid are true and accurate.

7.2 TERMS OF SUBMISSION

All material received from a person or company ("Respondent") in response to this solicitation shall become the property of Union County and will not be returned to the Respondent. Any and all costs incurred by a Respondent in preparing, submitting, or presenting submissions are the Respondent's sole responsibility and Union County shall not reimburse the Respondent. All responses to this solicitation will be considered a public record and subject to disclosure under applicable public records law.

Any material in a response which the Respondent considers a trade secret and exempt from disclosure as a public record under applicable law, including N.C.G.S. §§ 132-1.2 and 66-152, must be properly designated as a trade secret. In order to properly designate such material, the Respondent must: (i) submit any trade secret materials in a separate envelope, or file, from all other submitted material, being clearly marked as "Trade Secret – Confidential and Proprietary Information," and (ii) stamp the same trade secret/confidentiality designation on each page of the materials therein which contain trade secrets.

To the extent consistent with public records law, Union County will make reasonable efforts to maintain the confidential nature of trade secrets, as determined by Union County and subject to the conditions set forth herein. Respondent understands and agrees by submitting a response to this solicitation, that if a request is made to review or produce a copy of any information in the Respondent's materials which was properly labeled by the Respondent as a trade secret, Union County will notify the Respondent of the request and the date that such materials will be released to the requestor unless the Respondent

obtains a court order enjoining that disclosure. If the Respondent fails to obtain the court order enjoining disclosure prior to that date, Respondent understands and agrees that Union County will release the requested information to the requestor on that date.

Furthermore, the Respondent also agrees to indemnify and hold harmless Union County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that has been designated as a trade secret by Respondent.

7.3 AWARD

The award shall be made to the lowest responsive, responsible bidder, taking into consideration quality, performance, and the time specified in the bid for the performance of the contract

A Bid may be rejected if it is incomplete. Union County may reject any or all Bids and may waive any immaterial deviation in a Bid.

More than one Bid from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. In the event multiple bids are submitted in violation of this provision, the County will have the right to determine which bid will be considered, or at its sole option, reject all such multiple bids.

The award document may incorporate, by reference, all the requirements, terms and conditions of the solicitation and the Bidder's Bid as negotiated.

The County shall have a period of 120 days after opening of Bids in which to award the contract. A Contract shall serve as the agreement for the purpose of this award. Contents of the Bid shall become contractual obligations if a contract ensues. Failure of the Bidder to honor these obligations may result in cancellation of the award.

7.4 APPLICATION OF NORTH CAROLINA GENERAL STATUTES

The General Statutes of North Carolina regarding purchasing and competitive bidding (G.S. § 143-129) are made a part herein and will govern the bidding process as applicable.

8 GENERAL CONDITIONS AND REQUIREMENTS

8.1 MINIMUM REQUIREMENTS FOR BIDDERS

The Bidder must be capable, either as a firm or a team, of providing all parts as described herein. Exclusion of any parts or services for this Bid may serve as cause for rejection.

The successful Bidder will be responsible for all work in this solicitation whether provided or performed by the successful Bidder or subcontractor(s). Further, the County will consider the successful Bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract.

Bids shall be considered only from companies normally engaged in providing the type of equipment specified in this solicitation. Union County, in its discretion, shall determine whether the evidence of responsibility and ability to perform is satisfactory.

The Bidder should have previous experience in the performance of projects of a similar nature to ensure timely and efficient completion of this project.

The individual/firm warrants that he/she is fully qualified, with adequate personnel and experience, to undertake the services required. The Offeror shall also certify that insurance coverage that meets or exceeds industry standards for this type of work will be in force to mitigate risk during performance under the contract.

8.2 TERMS AND CONDITIONS

All payroll taxes, liability and worker's compensation are the sole responsibility of the Offeror. The Offeror understands that an employer/employee relationship does not exist under this contract.

The County reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard nonconforming or conditional bids or counter bids. It is the intention of Union County to execute a final, binding Contract with the successful Offeror which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project of this magnitude.

All bids submitted in response to this request shall become the property of Union County and as such, may be subject to public review.

8.3 IFB EXPENSES

Expenses for developing the bids are entirely the responsibility of the Contractor and shall not be chargeable in any way to the County.

8.4 CERTIFICATION

In response to the IFB Request, the Contractor certifies the following:

- This bid is signed by an authorized representative of the firm;
- It can obtain insurance certificates as required within ten (10) calendar days after notice of award;
- All labor costs, direct and indirect, have been determined and included in the proposed cost; and
- The potential Contractor has read and understands the conditions set forth in this solicitation.

8.5 FINANCIAL INFORMATION

The Bidder must have the following financial information readily available and have the ability to provide it to the County, without exception, within twenty-four (24) hours upon request during the bid certification process:

1. Annual audited financial reports for the past five (5) fiscal years;
2. Credit reports, credit bulletins, bank and contractor references, and any other
3. published statements by agencies that have been issued or published about the entity within the past five (5) years;
4. Indicate whether the Company (and/or predecessor, guarantor, or subcontractor) has declared bankruptcy within the last five (5) years;

5. Provide a description of the financial impact of any past or pending legal proceedings and judgments that could materially affect the Bidder's financial position or ability to provide service to the County.

8.6 CONTRACTUAL OBLIGATIONS

The contents of this Bid and the commitments set forth in the Bid shall be considered contractual obligations if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the selected Service

8.7 COMPLIANCE WITH LAWS

Seller represents and warrants that the performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions and stipulations of all pertinent Federal, State or County laws, rules, regulations, resolutions and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations and the Occupational Safety and Health Acts.

8.8 SUBCONTRACTOR DISCLOSURE

A single Company may propose the entire solution. If the Bid by any Company requires the use of sub-contractors, partners, and/or third-party products or services, this must be clearly stated in the Bid. The Company submitting the Bid shall remain solely responsible for the performance of all work, including work that is done by sub-contractors.

A contractor whose Bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (a) if the listed subcontractor's bid is later determined by the contractor to be non-responsible or nonresponsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (b) with the approval of the awarding authority for good cause shown by the contractor. The terms, conditions, and requirements of each contract between Contractor and a subcontractor performing work under a subdivision or branch of work listed in this subsection shall incorporate by reference the terms, conditions, and requirements of the Contract between Contractor and Owner. Failure to include this list of subcontractors may cause a Bid to be rejected as nonresponsive by Owner.

If Owner, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

8.9 EXCEPTION TO THE IFB

An “exception” is defined as the Service Provider’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the IFB. All exceptions taken must be identified and explained in writing and must specifically reference the relevant section(s) of this IFB. Other than exceptions that are stated in compliance with this Section, each Bid shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this IFB. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternate solution and impact, if any, on any part of the remainder of the Service Provider’s solution, must be described in detail.

8.10 MODIFICATION OR WITHDRAWAL OF BID

Prior to the scheduled closing time for receiving bids, any Contractor may withdraw his bid. After the scheduled closing time for receiving bids, no bid may be withdrawn for 90 days. Only written requests for the modification or correction of a previously submitted bid that are addressed in the same manner as bids and are received by the County prior to the closing time for receiving bids will be accepted. The bid will be corrected in accordance with such written requests, provided that any such written request is in a sealed envelope that is plainly marked “Modification of Bid.” Oral, telephone or fax modifications or corrections will not be recognized or considered.

8.11 CONTRACT COMMENCEMENT

Commencement of a contract shall not begin prior to all necessary County approvals, including County Commission approval where required, and receipt of a County Purchase Order. Commencement of a contract without these approvals is solely at the Bidder’s own risk and is likely to result in no payment for services performed or goods received.

8.12 DISPUTES

In case of any doubt or differences of opinion as to the services to be furnished hereunder, the decision of the County shall be final and binding upon both parties.

8.13 EQUAL EMPLOYMENT OPPORTUNITY

All Companies will be required to follow Federal Equal Employment Opportunity (EEO) policies. Union County will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

8.14 MINORITY BUSINESSES (MBE) OR DISADVANTAGED BUSINESSES (DBE)

It is the policy of Union County that Minority Businesses (MBEs), Disadvantaged Business Enterprises (DBEs) and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public funds. Consistent with this policy, Union County will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any contract because of sex, race, religion, or national origin.

8.15 LICENSES

The successful Firm(s) shall have and maintain a valid and appropriate business license (if applicable), meet all local, state, and federal codes, and have current all required local, state, and federal licenses.

8.16 E-VERIFY

E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Offeror/Firm shall ensure that Firm and any Subcontractor performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

8.17 DRUG-FREE WORKPLACE

During the performance of this project, the Contractor agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the Firm maintains a drug-free workplace.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor/Firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Request.

8.18 INSURANCE

One or more of the following insurance limits may be required if it is applicable to the project. The County reserves the right to require additional insurance depending on the nature of the agreement.

At Contractor’s sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. WORKERS’ COMPENSATION

(for any agreement unless otherwise waived by the Risk Manager)

Statutory limits (where contractor has three or more employees) covering all employees, including Employer’s Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease – Each Employee
\$500,000	Disease – Policy Limit

J. **COMMERCIAL GENERAL LIABILITY**
(for any agreement unless otherwise waived by the Risk Manager)
Covering Ongoing and Completed Operations involved in this Agreement.

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Each Occurrence
\$1,000,000 Personal and Advertising Injury Limit
\$5,000 Medical Expense Limit

J. **COMMERCIAL AUTOMOBILE LIABILITY**
(for any agreement involving the use of a contractor vehicle while conducting
services associated with the agreement)

\$1,000,000 Combined Single Limit – Any Auto

D. **PROFESSIONAL LIABILITY**
(for any agreement providing professional service such as engineering,
architecture, surveying, consulting services, etc.)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Professional
Liability Insurance for a period of two (2) years following termination of the
Agreement.

E. **POLLUTION LIABILITY INSURANCE**
(for any agreement involving the clean-up or transportation of pollutants)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Pollution Liability
Insurance for a period of two (2) years following termination of the Agreement.

F. **NETWORK SECURITY & PRIVACY LIABILITY (CYBER)**
(for any agreement involving software applications)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Technology Errors
& Omissions Insurance for a period of two (2) years following termination of the
Agreement.

G. **Builder's Risk**
(for any agreement involving above ground construction projects)
Amount of Contract

ADDITIONAL INSURANCE REQUIREMENTS

J. The Contractor's General Liability policy shall be endorsed, specifically or
generally, to include the following as Additional Insured:

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- J. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- J. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:

Department: _____
Contract #: _____

- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- J. Certificate Holder shall be listed as follows:

Union County Government Center
500 N. Main Street
Monroe, NC 28112
- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

8.19 INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

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9 APPENDIX A – SPECIFICATION FORM

IFB No. 2024-071 Jesse Helms Park Playground Equipment

SUBMIT WITH BID

Please check Comply or Not Comply for each item listed below. Items checked Comply, must meet specifications exactly and be submitted with bid. For all the items checked Not Comply, clearly note differences in the space provided or on a separate sheet of paper.

All substitutions and exceptions proposed must be emailed to vicky.watts@unioncountync.gov no later than 5:00 PM EDT on May 15, 2024. Attach your completed Specification Form (pages 22 – 28) and include substitute/exceptions product specifications to consist of manufacturer, model number, description and website address. The email subject line should read: Exception Request for IFB 2024-071 Jesse Helms Park Playground Equipment. After review by County staff, the decision to accept or reject the proposed exception or "Like Model" will be issued by Addendum.

Company Name: _____

Model Number	Model Description	Comply	Not Comply	Notes
Custom	GameTime Powerscape "Tractor & Barn" Unit			
80000	49" Sq Punched Steel Deck https://www.gametime.com/products/punched-steel-deck-powerscape			
80020	13' Upright Assembly (Alum)			
80076	Deck Flat Cap Pkg			
Custom	81695 -- Train Whistle			
81699	Bongos https://www.gametime.com/products/bongos-36033			
81766	Leaf Seat https://www.gametime.com/products/tilted-spinning-leaf-seat-38055			
90003	Wide Triangle Deck https://www.gametime.com/products/wide-triangle-punched-steel-deck-90003			

90252	4' Leaning Wall Climber https://www.gametime.com/products/leaning-wall-climber-3-deck-height-90251			
90263	5' Upright, Alum			
90266	8' Upright, Alum			
90268	10' Upright, Alum			
90508	4' Double Zip Slide, Std Dk			
91150	Entryway – Timbers https://www.gametime.com/products/timbers-entryway-91150			
91179	4' 0" Transfer Platform – Timbers https://www.gametime.com/products/timbers-transfer-platform-powerscape			
178749	Owner's Kit			
Custom	GameTime 2-5 Tractor, Barn & Cornstalk			
6071SP	5" Corn Stalk Climber Large			
6072SP	5" Corn Stalk Climber, Small			
6129SP	Corn Stalk Climber, 2'			
6832RP	Tractor Body with Transfer Platform			
6833RP	Tractor Front Wheels			
LD0014	Small Barn Roof			
6836RP	Tractor Rear Wheels, Wide Deck			
6837RP	Tractor Step			
6793RP	Wide Climber Offset Archway			
4691RP	Deck Extension Flared			
32022	GameTime - Hex Pod Step (1') https://www.gametime.com/catalogsearch/result/?q=32022			
6249	GameTime - Sensory Cove Climber - Square https://www.gametime.com/catalogsearch/result/?q=6249			

62811	GameTime - Mule Spring Rider https://www.gametime.com/catalogsearch/result/?q=62811			
6372	GameTime - Spin With Me (With Handle) https://www.gametime.com/catalogsearch/result/?q=6372			
T1081	GT-Site - 6' DURACLAD BENCH W/BACK THERMOCOAT I https://www.gametime.com/products/6-duraclad-bench-w-back-surface-mount			
QRI434	GT-Shade - HYU121208IG HYPERBOLIC UMB 12X12X8			
5058	GameTime - Arch Swing (Galv) https://www.gametime.com/products/arch-swing-5058			
4939RP	GameTime - Watering Boom Swing ADA			
4940SP	GameTime - Watering Boom Add-A-Bay			
8696	GameTime - Encl Seat 3 1/2"(8696)			
5128	Expression Swing 3 1/2" X 8' https://www.gametime.com/products/expression-swing-5128			
8910	Belt Seat 3 1/2"Od(8910) https://www.gametime.com/products/belt-swing-seat-1481			
90856	33' SKY RUN ZIP TRACK W/ ZERO-G https://www.gametime.com/products/skyrun-zip-track-91779			
90859A	33'SKY RUN ZIP TRACK ADD W/ ZIP SEA https://www.gametime.com/products/skyrun-zip-track-91778			
QRI434	HYU121208IG HYPERBOLIC UMB 12X12X8			
T1081	6' DURACLAD BENCH W/BACK THERMOCOAT I https://www.gametime.com/products/6-duraclad-bench-w-back-surface-mount			
Custom	GameTime - Powerscape 5-12 Barn Unit	n/a	n/a	
80000	49" Sq Punched Steel Deck https://www.gametime.com/products/punched-steel-deck-powerscape			
80001	49"Tri Punched Steel Deck			
80167	Roof Ext 24" W/Rivet			
80604	3'-0"Entrance Barrier			

80656	Access Attachment 3' & 5'			
81666	Fun Seat			
90004	Two Piece Hex Deck https://www.gametime.com/products/two-piece-hex-deck-90004			
90151	5'/6' Double Vine Climber https://www.gametime.com/products/double-vine-climber-90151			
90172	Eagle Perch Panel Above Dk https://www.gametime.com/products/eagle-perch-routed-panel-90172			
90211	Rung Encl Telescope & Barrier, Above Dk https://www.gametime.com/products/rung-enclosure-barrier-with-telescope-90211			
90260	8' Leaning Wall Climber https://www.gametime.com/products/leaning-wall-climber-3-deck-height-90251			
90269	11' Upright, Alum			
90273	15' Upright, Alum			
90306	Climber Archway W/Socket & Barrier https://www.gametime.com/products/socket-archway-barrier-90306			
90336	Climber Offset Archway W/ Barrier https://www.gametime.com/products/climber-offset-archway-barrier-90336			
90354	Counter Panel			
90369	River Rock Climber https://www.gametime.com/products/river-rock-climber-90369			
90509	5' Double Zip Slide, Std Dk https://www.gametime.com/products/5-double-zip-slide-90509			
90534	3' Rung Kickplate https://www.gametime.com/products/rung-kick-plate-3-rise-90534			
90669	Spiral Step Climber (5'-0" & 5'-6") https://www.gametime.com/products/spiral-step-climber-90670			
90723	Twist Ball Run-Gadget Pnl Below Deck			
90757	8' Wildertube 'L' Reverse file:///C:/Users/srichards/Downloads/Wildertube%20'L'%20Reverse%20-%208'%20(1).pdf			
153653	49" Tube Section			
203582	Tube Entrance Section			

204879	Footbuck Assy 40 1/16"Lg			
205964	Curved Right Section			
205964	Curved Right Section			
206179	Exit Section			
20772	Wilder Tube Section			
208850	Hdw-Wildertube Slide https://www.gametime.com/products/9-wildertube-l-slide-left-91638			
312637	Support Assy 82 13/16"Lg			
90842	Single Spiral https://www.gametime.com/catalogsearch/result/?q=%281%29+90842+--+Single+Spiral			
90870	Splitter 8' https://www.gametime.com/products/splitter-powerscape			
91139	Entryway – Barrier https://www.gametime.com/products/entryway-barrier			
91140	High Point Entryway – Barrier https://www.gametime.com/products/high-point-entryway-barrier			
91150	Entryway – Timbers https://www.gametime.com/products/timbers-transfer-for-gfr-91309			
91180	5' 0" Transfer Platform – Timbers https://www.gametime.com/products/timbers-transfer-platform-powerscape			
91182	5' 0" Plank Climber – Timbers https://www.gametime.com/products/plank-climber-91182			
91139	Entryway – Barrier https://www.gametime.com/products/entryway-barrier			
91211	Funnel Bridge - Timbers (2 Deck Span) https://www.gametime.com/products/timbers-funnel-bridge-91211			
91303	Cliff Wall Climber https://www.gametime.com/products/cliff-wall-climber-91303			
91324	Erratic Climber W/Hex Net 4'-5' https://www.gametime.com/products/erratic-link-with-hex-net-19692			
91501	Olympus Climber - 7'0 thru 8'0 attac			
91562	Flower Spinner Panel Below Deck https://www.gametime.com/products/flower-spinner-below-91562			

91622	Hi-Line Climbing Link 3' Rise https://www.gametime.com/products/hi-line-climbing-link-2-deck-span-with-3-rise-19886			
91647	Circle Climb Mini 5'-0"-8'-0"			
91770	Altus X2 Tower Spiral Slide https://www.gametime.com/products/altus-x2-tower-spiral-slide			
2888RP	Barn Wall Panel			
2880RP	Barn Roof			
6120RP	Altus End Enclosure (Barrier)			
6247RP	Altus Tower Base https://www.gametime.com/products/altus-x2-modern-tower-base-6082rp			
LD0017	Silo Tower Enclosure (Altus)			
LD0018	Silo Slide Tower Enclosure 8' (Altus)			
LD0019	Silo Tower Thunder Ring Enclosure (Altus)			
LD0020	Silo Roof (Altus)			
6312	Mesa 16 https://www.gametime.com/products/mesa-16-6312			
6071SP	GameTime - 5" Corn Stalk Climber Large			
6072	5" Corn Stalk Climber Small			
6350	Dune 9 With Space Arch https://www.gametime.com/catalogsearch/result/?q=Dune+9+With+Space+Arch+			
5960SP	VistaTree Top 3 https://www.gametime.com/products/vistatree-top-3			
6679SP	VistaTwist 3 w/tree house https://www.gametime.com/products/vistatwist-tower-3-with-vistatree-house-6679sp			
QRI434	HYU121208IG HYPERBOLIC UMB 12X12X8			
T108I	6' DURACLAD BENCH W/BACK THERMOCOAT I			
BFLY-I-IG	Freenotes - Indigo Butterfly, Inground https://www.freenotesharmonypark.com/products/instruments/butterflies/			
BFLY-O-IG	Freenotes - Orange Butterfly, Inground https://www.freenotesharmonypark.com/products/instruments/butterflies/			

FWR-Y-IG	Freenotes - Yellow Flower, Inground https://www.vastmarket.com/freenotes-harmony-park-vuhmu-fl			
FWR-I-IG	Freenotes - Indigo Flower, Inground https://www.vastmarket.com/freenotes-harmony-park-vuhmu-fl			
TREE-IG	Freenotes - Tenor Tree, Inground https://www.aaastateofplay.com/tenor-tree/			
TD-IG-N	Freenotes - Tuned Drums, Inground https://www.freenotes-harmony-park.com/products/instruments/tuned-drums-instrument/			

--End of Specifications Form--

10 APPENDIX B – BID FORM

IFB No. 2024-071 Jesse Helms Park Playground Equipment

SUBMIT WITH BID

Based on the Scope of Work, Specifications and instructions provided in the solicitation, the Bidder must furnish, in the spaces provided on the following pages (29-35), unit costs and extended price per quantities provided for each item to provide a Turn-Key Lump Sum to complete the project as described. Unit prices shall include all equipment, overhead and profit, and other necessary operations to cover finished work as outlined in this solicitation. State and local taxes shall not be included in the unit prices. Quantities shown are not guaranteed.

Failure to complete this form and return with bid package shall result in your bid being deemed nonresponsive and rejected without any further evaluation.

Company Name: _____

Model Number	Model Description	Quantity	Unit Cost	Extended Price
80000	49" Sq Punched Steel Deck https://www.gametime.com/products/punched-steel-deck-powerscape	1		
80020	13' Upright Assembly (Alum)	4		
80076	Deck Flat Cap Pkg	1		
Custom	81695 -- Train Whistle	1		
81699	Bongos https://www.gametime.com/products/bongos-36033	1		
81766	Leaf Seat https://www.gametime.com/products/tilted-spinning-leaf-seat-38055	1		
90003	Wide Triangle Deck https://www.gametime.com/products/wide-triangle-punched-steel-deck-90003	4		
90252	4' Leaning Wall Climber https://www.gametime.com/products/leaning-wall-climber-3-deck-height-90251	1		
90263	5' Upright, Alum	1		
90266	8' Upright, Alum	6		

90268	10' Upright, Alum	2		
90508	4' Double Zip Slide, Std Dk	1		
91150	Entryway – Timbers https://www.gametime.com/products/timbers-entryway-91150	3		
91179	4' 0" Transfer Platform – Timbers https://www.gametime.com/products/timbers-transfer-platform-powerscape	1		
178749	Owner's Kit	1		
6071SP	5" Corn Stalk Climber Large	2		
6072SP	5" Corn Stalk Climber, Small	2		
6129SP	Corn Stalk Climber, 2'	1		
6832RP	Tractor Body with Transfer Platform	1		
6833RP	Tractor Front Wheels	1		
LD0014	Small Barn Roof	1		
6836RP	Tractor Rear Wheels, Wide Deck	1		
6837RP	Tractor Step	2		
6793RP	Wide Climber Offset Archway	2		
4691RP	Deck Extension Flared	2		
32022	GameTime - Hex Pod Step (1') https://www.gametime.com/catalogsearch/result/?q=32022	3		
6249	GameTime - Sensory Cove Climber - Square https://www.gametime.com/catalogsearch/result/?q=6249	1		
62811	GameTime - Mule Spring Rider https://www.gametime.com/catalogsearch/result/?q=62811	1		
6372	GameTime - Spin With Me (With Handle) https://www.gametime.com/catalogsearch/result/?q=6372	1		
T1081	GT-Site - 6' DURACLAD BENCH W/BACK THERMOCOAT I https://www.gametime.com/products/6-duraclad-bench-w-back-surface-mount	2		

QRI434	Shade - HYU121208IG HYPERBOLIC UMB 12X12X8	1		
5058	Arch Swing (Galv) https://www.gametime.com/products/arch-swing-5058	1		
4939RP	Watering Boom Swing ADA	1		
4940SP	Watering Boom Add-A-Bay	2		
8696	Encl Seat 3 1/2"(8696)	1		
5128	Expression Swing 3 1/2" X 8' https://www.gametime.com/products/expression-swing-5128	1		
8910	Belt Seat 3 1/2"Od(8910) https://www.gametime.com/products/belt-swing-seat-1481	4		
90856	33' SKY RUN ZIP TRACK W/ ZERO-G https://www.gametime.com/products/skyrun-zip-track-91779	1		
90859A	33'SKY RUN ZIP TRACK ADD W/ ZIP SEA https://www.gametime.com/products/skyrun-zip-track-91778	1		
QRI434	HYU121208IG HYPERBOLIC UMB 12X12X8	1		
T1081	6' DURACLAD BENCH W/BACK THERMOCOAT I https://www.gametime.com/products/6-duraclad-bench-w-back-surface-mount	2		
80000	49" Sq Punched Steel Deck https://www.gametime.com/products/punched-steel-deck-powerscape	6		
80001	49"Tri Punched Steel Deck	5		
80167	Roof Ext 24" W/Rivet	6		
80604	3'-0"Entrance Barrier	1		
80656	Access Attachment 3'& 5'	1		
81666	Fun Seat	1		
90004	Two Piece Hex Deck https://www.gametime.com/products/two-piece-hex-deck-90004	1		
90151	5'/6' Double Vine Climber https://www.gametime.com/products/double-vine-climber-90151	1		
90172	Eagle Perch Panel Above Dk https://www.gametime.com/products/eagle-perch-routed-panel-90172	1		

90211	Rung Encl Telescope & Barrier, Above Dk https://www.gametime.com/products/rung-enclosure-barrier-with-telescope-90211	1		
90260	8' Leaning Wall Climber https://www.gametime.com/products/leaning-wall-climber-3-deck-height-90251	1		
90269	11' Upright, Alum	9		
90273	15' Upright, Alum	16		
90306	Climber Archway W/Socket & Barrier https://www.gametime.com/products/socket-archway-barrier-90306	1		
90336	Climber Offset Archway W/ Barrier https://www.gametime.com/products/climber-offset-archway-barrier-90336	1		
90354	Counter Panel	1		
90369	River Rock Climber https://www.gametime.com/products/river-rock-climber-90369	1		
90509	5' Double Zip Slide, Std Dk https://www.gametime.com/products/5-double-zip-slide-90509	1		
90534	3' Rung Kickplate https://www.gametime.com/products/rung-kick-plate-3-rise-90534	1		
90669	Spiral Step Climber (5'-0) & 5'-6") https://www.gametime.com/products/spiral-step-climber-90670	1		
90723	Twist Ball Run-Gadget Pnl Below Deck	1		
90757	8' Wildertube 'L' Reverse file:///C:/Users/srichards/Downloads/Wildertube%20'L'%20Reverse%20-%208'%20(1).pdf	1		
153653	49" Tube Section	1		
203582	Tube Entrance Section	1		
204879	Footbuck Assy 40 1/16"Lg	1		
205964	Curved Right Section	1		
205964	Curved Right Section	1		
206179	Exit Section	1		
20772	Wilder Tube Section	1		
208850	Hdw-Wildertube Slide https://www.gametime.com/products/9-wildertube-l-slide-left-91638	1		
312637	Support Assy 82 13/16"Lg	1		

90842	Single Spiral https://www.gametime.com/catalogsearch/result/?q=%281%29+90842+--+Single+Spiral	1		
90870	Splitter 8' https://www.gametime.com/products/splitter-powerscape	1		
91139	Entryway – Barrier https://www.gametime.com/products/entryway-barrier	4		
91140	High Point Entryway – Barrier https://www.gametime.com/products/high-point-entryway-barrier	2		
91150	Entryway – Timbers https://www.gametime.com/products/timbers-transfer-for-gfr-91309	3		
91180	5' 0" Transfer Platform – Timbers https://www.gametime.com/products/timbers-transfer-platform-powerscape	1		
91182	5' 0" Plank Climber – Timbers https://www.gametime.com/products/plank-climber-91182	1		
91139	Entryway – Barrier https://www.gametime.com/products/entryway-barrier	2		
91211	Funnel Bridge - Timbers (2 Deck Span) https://www.gametime.com/products/timbers-funnel-bridge-91211	1		
91303	Cliff Wall Climber https://www.gametime.com/products/cliff-wall-climber-91303	1		
91324	Erratic Climber W/Hex Net 4'-5' https://www.gametime.com/products/erratic-link-with-hex-net-19692	1		
91501	Olympus Climber - 7'0 thru 8'0 attac	1		
91562	Flower Spinner Panel Below Deck https://www.gametime.com/products/flower-spinner-below-91562	1		
91622	Hi-Line Climbing Link 3' Rise https://www.gametime.com/products/hi-line-climbing-link-2-deck-span-with-3-rise-19886	1		
91647	Circle Climb Mini 5'-0"-8'-0"	1		
91770	Altus X2 Tower Spiral Slide https://www.gametime.com/products/altus-x2-tower-spiral-slide	1		
2888RP	Barn Wall Panel	4		
2880RP	Barn Roof	1		

6120RP	Altus End Enclosure (Barrier)	1		
6247RP	Altus Tower Base https://www.gametime.com/products/altus-x2-modern-tower-base-6082rp	1		
LD0017	Silo Tower Enclosure (Altus)	1		
LD0018	Silo Slide Tower Enclosure 8' (Altus)	1		
LD0019	Silo Tower Thunder Ring Enclosure (Altus)	1		
LD0020	Silo Roof (Altus)	2		
6312	Mesa 16 https://www.gametime.com/products/mesa-16-6312	1		
6071SP	GameTime - 5" Corn Stalk Climber Large	2		
6072	5" Corn Stalk Climber Small	1		
6350	Dune 9 With Space Arch https://www.gametime.com/catalogsearch/result/?q=Dune+9+With+Space+Arch+	1		
5960SP	VistaTree Top 3 https://www.gametime.com/products/vistatree-top-3	1		
6679SP	VistaTwist 3 w/tree house https://www.gametime.com/products/vistatwist-tower-3-with-vistatree-house-6679sp	1		
QRI434	HYU121208IG HYPERBOLIC UMB 12X12X8	1		
T108I	6' DURACLAD BENCH W/BACK THERMOCOAT I	2		
BFLY-I-IG	Freenotes - Indigo Butterfly, Inground https://www.freenotesharmoniypark.com/products/instruments/butterflies/	1		
BFLY-O-IG	Freenotes - Orange Butterfly, Inground https://www.freenotesharmoniypark.com/products/instruments/butterflies/	1		
FWR-Y-IG	Freenotes - Yellow Flower, Inground https://www.vastmarket.com/freenotes-harmony-park-vuhmu-fl	1		
FWR-I-IG	Freenotes - Indigo Flower, Inground https://www.vastmarket.com/freenotes-harmony-park-vuhmu-fl	1		
TREE-IG	Freenotes - Tenor Tree, Inground https://www.aaastateofplay.com/tenor-tree/	1		

TD-IG-N	Freenotes - Tuned Drums, Inground https://www.freenotesharmoniypark.com/products/instruments/tuned-drums-instrument/	1		
Install	Installation of Equipment (Includes digging holes for equipment)			
Turf	Synthetic Turf Surfacing			
Install	Provide & Install Drainage for Playground Areas			
Shipping	Shipping/Delivery			
Total Turn-Key Bid				

Provide the following information:

Manufacturer _____
 Manufacturer Website Address _____
 NC Secretary of State ID Number _____

Bid Package Checklist:

The following items are submitted and made a condition of this Bid:

- Appendix A - Specification Form
- Appendix B - Price Form
- Appendix C - Bid Submission form (signed)
- Appendix D - Addendum and Anti-Collusion form (signed)
- Technical Data/Specification Documents (cut sheets) (Section 6.1)
- Warranty Information & Duration (Section 6.3)
- References (Section 6.4)
- Proposed Subcontractor(s) List (Section 6.5)

11 APPENDIX C – BID SUBMISSION FORM

IFB No. 2024-071 Jesse Helms Park Playground Equipment

SUBMIT WITH BID

This Bid is submitted by:

Company Legal Name: _____

Representative Name: _____

Representative Signature: _____

Representative Title: _____

Address: _____

City/State/Zip: _____

Email Address: _____

Phone Number: _____

Website Address: _____

It is understood that Union County reserves the right to reject any and all Bids, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and re-bid this project. Bid is valid for 120 calendar days from the bid due date and is submitted by an executive of the company that has authority to contract with Union County, NC.

Name: _____

Title: _____

Signature: _____

Date: _____

12 APPENDIX D – ADDENDUM AND ANTI-COLLUSION FORM

IFB No. 2024-071 Jesse Helms Park Playground Equipment

SUBMIT WITH BID

Please acknowledge receipt of all addenda by including this form with your Bid. Any questions or changes received will be posted as an addendum on www.co.union.nc.us and/or www.ips.state.nc.us. It is your responsibility to check for this information.

Addendum No.	Date Downloaded
_____	_____
_____	_____
_____	_____
_____	_____

I certify that this Bid is made in good faith and without collusion with any other offeror or officer or employee of Union County.

Company Name: _____
Name: _____
Title: _____
Email Address: _____
Signature: _____
Date: _____

13 APPENDIX E – AERIAL VIEWS OF PLAYGROUND AREA

IFB No. 2024-071 Jesse Helms Park Playground Equipment

Do Not Submit with Bid

---- Informational Purposes Only ----















14 APPENDIX F – PLAYGROUND EQUIPMENT PLACEMENT DRAWING

IFB No. 2024-071 Jesse Helms Park Playground Equipment

Do Not Submit with Bid

---- Informational Purposes Only ----

