

**REQUEST FOR PROPOSALS**  
**Pacana Park Playground Surface Replacement**  
**RFP: 12CSD011312**

**INTRODUCTION**

The City of Maricopa will accept competitive sealed proposals for the playground surface replacement at Pacana Park at the address or physical location until the date and time detailed below. Proposals shall be delivered to the location listed below and shall be in the actual possession of the City on or prior to the exact date and time indicated below. Late proposals will not be considered. **Proposals shall be submitted in a sealed package with “RFP –12CSD011312 Pacana Park Playground Surface Replacement” and the Offeror’s name and address clearly indicated on the front of the package.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the **entire** Request for Proposal.

Pre-submittal Meeting:	February 1, 2012, 10:00 am AZ Time, Pacana Park
Proposal Due Date:	February 17, 2012
Proposal Time:	2:00:00 PM MST
Number of Qualifications:	1 unbound original and 5 copies (please label original)
Contact:	Pattie LaCombe, Purchasing Manager
E-Mail:	<a href="mailto:patricia.lacombe@maricopa-az.gov">patricia.lacombe@maricopa-az.gov</a>
Mailing Address:	P.O. Box 610, Maricopa, Arizona 85139
Location:	45145 West Madison Avenue, Maricopa, Arizona 85139

**OFFER**

To the City of Maricopa: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with the Terms and Conditions contained in the Request for Proposal package issued by the City.

<b>OFFEROR CONTACT INFORMATION</b>	
For clarification of this offer contact:	
Name: _____	Email: _____
Federal Employer Identification Number: _____	Authorizing Offeror Signature: _____
Company Name _____	Printed Name _____
Address _____	Title _____
City _____ State _____ Zip Code _____	Telephone: _____ Fax: _____

## INSTRUCTIONS TO OFFEROR

### 1. PREPARATION OF PROPOSAL:

- a. Telegraphic (facsimile), Mailgram or electronic proposals will not be considered.
- b. The offer document shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Offer.
- d. If price is a consideration and in case of error of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a proposal. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

**2. INQUIRIES:** Any question related to the *Request For Proposal* shall be directed in writing or via e-mail **no later than 10 days prior to the proposal opening date**, to the person whose name appears on the front. Questions submitted after that period may not be answered due to time constraints. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request for Proposal* ID, page, and paragraph number. These questions and answers will be communicated to all via a formal addendum to the solicitation, posted on the City website as Q&A Clarifications. However, the Offeror shall not place the *Request For Proposal* ID on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.

**3. PRE-PROPOSAL MEETING:** A pre-proposal meeting for this project will be held on February 1, 2012, at 10:00 a.m. Arizona Time at Pacana Park, 19000 N. Porter Road, Maricopa, AZ 85138. At this meeting City staff will discuss the scope of work, general contract issues and respond to questions from the attendees. These Q&A will be posted on the City website.

**4. DUE DATE AND TIME:** Offerors must submit proposals to the City's Purchasing Manager or designee by 2:00:00 pm on February 17, 2012, at the address or physical location listed on the Introduction/Offer Sheet (Page 1 of RFP). Late proposals will not be accepted.

**5. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, an Offeror (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or Mailgram proposal withdrawals will not be considered.

6. **AMENDMENT OF PROPOSAL:** Receipt of an RFP Amendment shall be acknowledged by signing and returning the original document prior to the specified proposal due date and time or with the original submittal document.
7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account.
8. **TAXES:** The City of Maricopa is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
9. **Bonds:** A Bid Bond (Exhibit A) or Security in the amount of ten percent (10%) of the Bidder's Base Bid and Bid Alternates shall accompany each Bid.

The contractor shall be required to furnish non-revocable Performance (Exhibit C) and Payment (Exhibit B) security bonds, binding the contractor to provide faithful performance of the contract in the amount of 100% of the total contract price, payable to the City of Maricopa. Performance and payment security shall be in the form of a performance bond, payment bond or certified check or cashier's check. **This security must be in the possession of the City within the time specified or ten days after notice of award if no period is specified.** If the contractor fails to execute the security document(s) as required, the contractor may be found in default and the contract terminated by the City. In case of default the City reserves all rights. All performance and payment bonds must be executed on forms substantially equivalent to Exhibits A and B., respectively.

10. **AWARD OF CONTRACT:** Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
  - a. Waive any immaterial defect or informality; or
  - b. Reject any or all proposals, or portions thereof, or
  - c. Reissue a Request For Proposal
  - d. Unless the Offeror states otherwise, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. If the Offeror's offer is an "all or nothing" offer, it must be so indicated on the offer sheet.

**(BALANCE OF PAGE INTENTIONALLY LEFT BLANK)**

## STANDARD TERMS AND CONDITIONS

1. **Certification:** By signature in the Offer section of the Offer Award Page, the Offeror certifies that:
  - a. The submission of the offer did not involve collusion or other anti-competitive practices.
  - b. The Offeror shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246.
  - c. The Offeror has not given, offered to give, or intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Offeror may be debarred.
2. **Gratuities:** The City may, by written notice to the Offeror, cancel the resultant contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Offeror or any agent or representative of the Offeror, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event the City pursuant to this provision cancels the resultant contract, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of gratuity. Paying the expense of normal business meals, which are generally made available to all eligible city government customers, shall not be prohibited by this paragraph.
3. **Applicable Law:** In the performance of the resultant contract, Contractors shall abide by and conform to any and all laws of the United States, State of Arizona, and the City of Maricopa including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to the contract.

The resultant contract shall be governed by the State of Arizona and suit pertaining to the contract may be brought only in courts in the State of Arizona.

The contract is subject to the provisions of ARS §38-511; the City may cancel the contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **Legal Remedies:** All claims and controversies shall be subject to resolution according to the terms of the City of Maricopa Procurement Code.
5. **Contract:** The resultant contract between the City of Maricopa and the Contractor shall include the: (1) RFP, including instructions, all terms and conditions, specifications, scope of work, attachments, and any amendments thereto, and (2) the offer submitted by the Offeror in response to the RFP. In the event of a conflict in language between the City and the Contractor, the provisions and requirements of the resultant contract shall govern. In event of a conflict in

language between the RFP and the Contract, the provisions and requirements of the Contract shall govern. However, the City reserves the right to clarify in writing, any contractual terms with the concurrence of the Offeror, and such a written contract shall govern in case of conflict with the applicable requirements stated in the Contract or the Offeror's offer. The RFP shall govern in all other matters not affected by the written contract.

6. **Contract Applicability:** The Offeror shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of this specific RFP. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City, are not applicable to this RFP or any resultant contract.
7. **Relationship to Parties:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Offeror is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Offeror should make arrangements to directly pay such expenses, if any.
8. **Subcontracts:** the Contractor shall enter into no subcontract with any other party to furnish any of the material, service, or construction specified herein without the advance written approval of the City. The Contractor is responsible for contract performance whether or not Subcontractors are used.
9. **Indemnification:** Consultant shall defend, indemnify, and hold City, its officers and employees harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys' fees, which arise out of, or is in any way connected with the performance of work under this Agreement by Consultant, or any of Consultant's employees, agents or subconsultants, and from all claims by Consultant's employees, subconsultants and agents for compensation for services rendered to Consultant in the performance of this Agreement, notwithstanding that City may have benefited from their services. This indemnification provision shall only apply to any and all negligent acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Consultant or Consultant's employees, subconsultants or agents.
10. **Overcharges By Antitrust Violations:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
11. **Force Majeure:** Except for payment for sums due, neither party shall be liable to the other not deemed in default under the resultant contract if and to the extent that such party's performance of the contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to

commence when such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the resultant contract. Force Majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *certificate-return receipt* and shall make specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the resultant contract.

12. **Right to Assurance:** Whenever one party to the resultant contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) day, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
13. **Right to Audit Records:** The City may, at reasonable times and places, audit the books and records of any contractor as related to any contract held with the City.
14. **Right to Inspect Place of Business:** The City may, at reasonable times inspect the place of business of a contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.
15. **Inspection:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of the resultant contract will be held at Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. They may elect to do any or all:
  - a. Waive the non-conformance
  - b. Stop the work immediately
  - c. Bring material into compliance

This shall be accomplished by a written determination for the City.



16. **Liens:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
17. **Licenses:** Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to the contract.
18. **Patents and Copyrights:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this RFP are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
19. **Cost of Bid/Proposal:** The City shall not reimburse the cost of developing or providing any response to this RFP. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
20. **Public Record:** All offers submitted in response to this RFP shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.
21. **Termination for Non-Appropriation:** Any contract entered into by the City shall terminate at the end of the then current fiscal period for non-appropriation of funds if the City's governing body fails to appropriate funds to pay for the payments contemplated by the contract. The City's fiscal period ends June 30<sup>th</sup> of each year.
22. **Warranties:** Vendor warrants that all goods delivered under this contract will conform to the requirements of this contract (including all applicable descriptions, specifications, drawings and samples), and will be free from defects in material and workmanship and will be free from defects in design and fit for the intended purpose. Any inspection or acceptance of the goods by Buyer shall not alter or affect the obligation of vendor or the right of Buyer under the foregoing warranties.
23. **Cooperative Use of Contract:** In addition to the City of Maricopa and with the approval of the contracted vendor, this contract may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.
24. Per A.R.S. § 35-391, the City is prohibited from purchasing from a company with scrutinized business operations in Sudan
25. Per A.R.S. § 35-392, the City is prohibited from purchasing for a company that is in violation of the Export Administration Act.
26. Per A.R.S. § 35-393, the City is prohibited from purchasing from a company with scrutinized business operations in Iran.

27. **Federal Immigration and Nationality Act (FINA):** By entering into the Contract, the CONTRACTOR warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Purchasing Manager upon request. These warranties shall remain in effect through the term of the Contract. The CONTRACTOR and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at [www.USCIS.GOV](http://www.USCIS.GOV).

27.1 The City may request verification of compliance for any CONTRACTOR or subcontractor performing work under the Contract. Should the City suspect or find that the CONTRACTOR or any of its subcontractors are not in compliance, the City may pursue any and all remedies allowed by law, including but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the CONTRACTOR. All costs necessary to verify compliance are the responsibility of the CONTRACTOR.

**(BALANCE OF PAGE INTENTIONALLY LEFT BLANK)**



## SPECIAL TERMS AND CONDITIONS

**PURPOSE** The City of Maricopa intends to establish a contract with a firm to replace the surface material in the playground area at Pacana Park. The products and services required are detailed in this RFP.

Based on an evaluation of the Proposals and qualifications of the firms responding to this solicitation, the City desires to retain a qualified Contractor for a contract until the project is completed or terminated, cancelled or extended as otherwise provided herein.

1. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
2. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
3. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue until the project is completed, unless terminated, cancelled or extended as otherwise provided herein.
4. **Proposal Format:** *A total of one (1) unbound original document (label original) and five (5) copies of the proposal shall be submitted in the format indicated in the Proposal Format and Requirement section of the RFP.*
5. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under any resultant contract. The Contractor must agree to assign specific individuals to the key positions.
  - a. The Contractor agrees that, once assigned to work under any resultant contract, key personnel shall not be removed or replaced without written notice to the City.
  - b. If key personnel are not available for work under any resultant contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
6. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request For Proposals for which the proposal was submitted shall be publicly read and recorded in the presence of a witness. Proposals, modifications, and all other information received in response of this Request For Proposal shall be shown only to City personnel having legitimate interest in the evaluation.

PRICES SHALL NOT BE READ. After award of the proposal, the successful proposal and the evaluation documentation shall be open for public inspection.

7. **Evaluation:** The City of Maricopa shall evaluate proposals based upon the following criteria listed below in order of importance.
  1. Price (possible points 25).
  2. Provide a detailed time-line for the project completion and safety and security plans for the project site. Detail the measures to be taken by the firm for safety and security (possible points 25).
  3. Experience / Capabilities of firm and staff; provide the number of years the site supervisor and key lead staff members have been installing this type of material. Provide copies of the authorization and certification from the Manufacturer that key staff members, on this project, are licensed to install this product (possible points 25).
  4. References: Include the name, address and telephone number of three (3) clients for whom similar services have been provided since January 2009. References must be current; Arizona based, and should be relevant to the required services. Please provide a one line description of services provide with each reference and samples of services (possible points 15).
  5. Compliance to RFP Proposal Format; any information missing may be reason for rejection (possible points 10).
8. **Discussions and Interviews:** After the receipt of proposals, discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The City reserves the right to conduct personal interviews or require presentation of any or all proposals prior to selection. The City will not be liable for any costs incurred by the Offeror in connection with such interview/presentations.
9. **Confidential Information:**
  - a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Finance Director of this fact shall accompany the submission and the information shall be identified.
  - b. The information identified by the person as confidential shall not be disclosed until the Finance Director makes a written determination.
10. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City remains confidential pursuant to applicable requirements.
11. **Resultant Contract:** A contract shall be issued between the City and the successful Offeror(s) following award.
12. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred.
13. **Liquidated Damages:** Liquidated damages shall be in the amount of \$100.00 for each calendar day of delay.

- a. If the contract is not terminated, the contractor shall continue performance and be liable to the City for the liquidated damages until the products are delivered or services performed.
  - b. In the event that the City exercises its right of termination, the contractor shall be liable to the City for any excess costs, and in addition, for liquidated damages until such time the City may reasonably obtain delivery or performance of similar supplies or services.
14. **Insurance:** The City requires a complete and valid certificate of insurance prior to the commencement of any service or activity specified in this solicitation. The City will notify the successful contractor(s) of the intent to issue a contract award. The successful contractor(s) shall at that time submit a copy of the insurance certificate for coverage with minimum amounts stated. The coverage shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other contractor obligations.
15. **Licenses:** Contractor shall maintain in current status all Federal, State, and Local Licenses and permits required for the operation of the business conducted by the contractor.
16. **City of Maricopa Business License:** The successful contractor will be required to have a valid and current City of Maricopa Business License prior to the Notice to Proceed.
17. **Bonds:** A Bid Bond (Exhibit A) or Security in the amount of ten percent (10%) of the Bidder's Base Bid and Bid Alternates shall accompany each Bid in accordance with the Instructions to Bidders.

The contractor shall be required to furnish non-revocable Performance (Exhibit C) and Payment (Exhibit B) security bonds, binding the contractor to provide faithful performance of the contract in the amount of 100% of the total contract price, payable to the City of Maricopa. Performance and payment security shall be in the form of a performance bond, payment bond or certified check or cashier's check. **This security must be in the possession of the City within the time specified or ten days after notice of award if no period is specified.** If the contractor fails to execute the security document(s) as required, the contractor may be found in default and the contract terminated by the City. In case of default the City reserves all rights. All performance and payment bonds must be executed on forms substantially equivalent to Exhibits A and B, respectively.

18. **Cancellation:** The City reserves the right to cancel the whole or any part of any resultant contract due to failure by the contractor to carry out any obligation, term or condition of any resultant contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- a. The contractor provides material that does not meet the specifications of the contract;
  - b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
  - c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
  - d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

- 18.1 Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:
- a. Cancel any contract;
  - b. Reserve all rights or claims to damage for breach of any covenants of the contract;
  - c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the contractor;
  - d. In case of default, the City reserves the right to purchase materials, or to complete the required work. The City may recover any actual excess costs from the contractor by:
    - i. Deduction from an unpaid balance;
    - ii. Collection against the bid and/or performance bond, or;
    - iii. Any combination of the above or any other remedies as provided by law.

**(BALANCE OF PAGE INTENTIONALLY LEFT BLANK)**

## SCOPE OF SERVICES

The Contractor shall provide all labor, equipment, materials and tools required to replace the existing playground surface material with a Pour-In-Place type of material as defined in the Specifications. The Contractor is to coordinate with City Staff on the removal and shipment of the existing sand to a City designated site. The Contractor is responsible for the disposal of all other materials at disposal or recycling facilities and/or landfills authorized to receive these materials for recycling or disposal.

**Due to prior facility commitments, the start date of this project is preferred to be the week of April 9 and completed within ten to fourteen (10 to 14) business days.**

**Site Address:** Pacana Park  
19000 Porter Road  
Maricopa, Arizona

### I. Site Conditions

This is an active playground site for the citizens of Maricopa. Time is of the essence in completing this project. Ideally, the City would like to have the entire project completed within ten to fourteen (10 to 14) business day. The following are currently at the site:

- Playground equipment, installed and not to be removed during project installation
- Shade structure covering the entire area of project and not to be removed during project installation
- Curbing surrounding the project site; to be removed, transported and legally disposed of by Contractor.
- Sand surface: Remove and transport to a City defined location the existing sand surface in the defined playground area. The area is approximately 4,900 square feet in size.

The Contractor is responsible for inspecting the site to verify compatibility of his equipment and proposed operations with the surrounding environment.

#### Definitions:

ASTM – American Society for Testing and Materials  
EPDM – Ethylene Propylene Diene Monomer  
HIC – Head Injury Criteria  
MSDS – Materials Safety Data Sheets  
SBR – Styrene Butadiene Rubber  
TDI – Toluenediisocyanate  
TPV – Thermoplastic Vulcanizate

### II. Site Location & Description – Scope of Work

The scope of work for this project includes the following:

- a. Provide all labor, materials, and tools necessary for the complete removal of existing sand surface and curbing and installation of a poured-in-place safety surface. The Scope will consist of but not necessarily be limited to the following.
  1. The Contractor must be experienced in the installation of a poured-in-place safety surfacing systems.
  2. The Contractor must provide trained manufacturer installers skilled in this specific type of poured in place safety surfacing system installation. The designated supervisory personnel on the project must be trained and competent in the installation of this material, including mixing of the materials, and spreading and compacting the materials correctly. Please provide a copy of the license or certification from the manufacturer authorizing your firm to install this product.
  3. Installation shall be in accordance with ASTM F1292-09 in Impact Attenuation of surface system under and around playground equipment. The poured in place system is to be installed in compliance with the Critical Fall Height of 8 feet. Surface must yield peak deceleration of no more than 200 Gmax and a Head Injury Criteria (HIC) value of no more than 1,000 for a head first fall from the highest point.
  4. Contractor shall provide written instructions for recommended maintenance practices.
  5. Contractor shall take steps to apply a protective coating to the installed playground equipment and curbing to prevent damage or discoloration during installation of the pour in place system.
  6. Contractor shall provide a warranty to the owner that covers defects in materials and workmanship of the rubber and all materials used for a period of five (5) years from the date of substantial completion.
  7. Contractor will be responsible for safety and security surrounding the project site from start to finish at all times. This is to include the appropriate fencing around the project site and security of materials left at the site.
  8. Contractor is to provide proper and safe public notification signage around the project site.
  9. Define the advantages of using PIP versus any other playground surfacing materials, i.e. artificial turf, pebbleflex, wood chips, sand.

### **III. Performance Requirements**

Provide a 2 layer rubber-polyurethane playground surfacing system which has been designed, manufactured and installed to meet the following criteria:

- a. Shock Attenuation (ASTM F1292)
- b. Gmax: Less than 200
- c. Head Injury Criteria: Less than 1000
- d. Flammability (ASTM D2859): Pass
- e. Tensile Strength (ASTM D412): 60 psi (413 kPa)
- f. Tear Resistance (ASTM D624): 140%
- g. Water Permeability: 0.4 gal/yd<sup>2</sup>/second
- h. Accessibility: Comply with requirements of ASTM F1951

### **IV. Specifications – Pour In Place Specifications**



**A. Surface / Wear Course Materials**

- a. Consist of 100% recycled tire materials and capped with either an EPDM or TPV granule binder formulated to produce an even, uniform, seamless surface
- b. Size of rubber particles shall be 1-4 mm across. Binder shall be not less than 20% of total weight of rubber used in the wear surface, and shall provide 100% coating of the particles.
- c. TPV shall be angular granules and particle size between 1-4 mm. EPDM granules shall be 2-4 mm across. Binder shall be not less than 20% of total weight of rubber used in the wear surface, and shall provide 100% coating of the particles.
- d. Thickness of the Wear Course shall be 1/2" – 5/8" (minimum 1/2 inch 2.5 mm)
- e. The Wear Course shall be porous
- f. Percent of TDI in Resin (Respiratory Irritant): less than 2%
- g. Must be compatible with Cushion or Impact layer section

**B. Cushion or Impact Layer Section**

- a. Consists of shredded styrene butadiene rubber (SBR) adhered with a 100% solids polyurethane binder to form a resilient porous material.
- b. Strands of SBR may vary from 0.05 mm to 10.0 mm in thickness by 3.0 mm – 60 mm in length.
- c. Binder shall provide 100% coating of the particles.
- d. The Cushion Layer shall be compatible with the Wear Course and must meet requirements for impact attenuation.
- e. Binder: No filler materials shall be used in urethane such as plasticizers and the catalyzing agent shall contain no heavy metals.

**C. Sub Base**

- a. The sub-base shall consist of ABC aggregate
- b. The sub-base will have a slope of 0.2%
- c. The base aggregate shall consist of a minimum of four inches (4") free-draining stone compacted to 95%. Finish slope of porous aggregate shall be 0.02% from the centerline of the area to the perimeter, and the grade should not vary more than a quarter inch (1/4") in ten feet (10').
- d. The sub-bas shall be installed in two inch (2") lifts to appropriate thickness.
- e. The sub-bas ABC aggregate shall be compacted using a vibrating tamper, to approximately 95% Proctor density. Particular attention should be paid to areas of disturbed earth such as where footers for playground equipment enter the ground.

**V. Additional Project Requirements**

The Contractor will be responsible for damage to any of the following and will restore the damaged equipment, landscape or infrastructure to its original condition.

1. Playground equipment
2. Shade Structure
3. Any related Park structures, to include but not limited to: buildings, water/electrical lines, fencing, curbing, etc.
4. Trees and shrubs damaged during entrance, egress and installation

5. Irrigation lines and heads during entrance, egress and installation
6. Grass or gravel during entrance, egress and installation

The following information is also required in your proposal:

1. Colorfast – how well does the material retain its original color, tone and brilliance?
2. Maintenance – what is the manufacturers suggested method of maintenance and cleaning of surface? What is the annual maintenance and cleaning costs of your product?
3. What is the lifecycle/expectancy of your product?
4. What is the best method for odor control?
5. What is the heat retention level for your product?
6. What is the density of the material used in your product?
7. MSDS information sheets must be included in your submittal
8. ASTM testing information for your product must be included in your submittal

**Project Schedule:** The work is to begin upon receipt of the Notice to Proceed after the City Council has approved the Contract. **Due to prior facility commitments, the start date of this project is preferred to be the week of April 9 and completed within ten to fourteen (10 to 14) business days.**

**(BALANCE OF PAGE INTENTIONALLY LEFT BLANK)**

## PROPOSAL FORMAT AND REQUIRED RESPONSES

The information set forth in paragraphs below must be included with all proposals. Failure to provide any of the information requested by these paragraphs is grounds for the City to reject a proposal.

In order for the City to conduct a uniform review process, all proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection.

1. **Offer Sheet:** The attached Introduction/Offer Sheet (Page 1 of RFP) must be completed and returned with the Offeror's proposal. Failure to return the Offer Sheet and to sign it is grounds for the City to reject a proposal.
2. **Table of Contents:** The Table of Contents must indicate the material included in the proposal by section and page number. A proposal's table of contents should mirror this section of the City's Request for Proposal and must include all the items set forth in this section of the Request for Proposal.
3. **Letter of Transmittal (Limit to two pages):** A signed letter of transmittal must be submitted with an Offeror's proposal. The letter must include:
  - a. A statement of the Offeror's understanding of the products and services required by the Request for Proposal listed in the scope of work.
  - b. The names of the persons who are authorized to make representations on behalf of the Offeror (include their titles, addresses, fax number, e-mail addresses and telephone numbers).
  - c. A statement that the individual who signs the transmittal letter is authorized to bind the Offeror to contract with the City.
4. **Firm Overview (Excluding attachments, limit to four pages):**
  - a. Your firm is in what primary line of business?
  - b. Does your firm have at least one office located in the State of Arizona?
  - c. Discuss the structure of your firm. If a private firm, state whether a corporation, partnership, sole proprietorship, or combination. Provide a listing of all principals and/or owners. Indicate the length of time the firm has been in business under the current business name as well as any previous business names.
  - d. Provide documentation that the Offeror is licensed under the applicable laws of the State of Arizona.
5. **Bonds:** A Bid Bond (Exhibit A) or Security in the amount of ten percent (10%) of the Bidder's Base Bid and Bid Alternates shall accompany each Bid in accordance with the Instructions to Bidders.

The contractor shall be required to furnish non-revocable Performance (Exhibit C) and Payment (Exhibit B) security bonds, binding the contractor to provide faithful performance of the contract in the amount of 100% of the total contract price, payable to the City of Maricopa. Performance and payment security shall be in the form of a performance bond, payment bond or certified check or cashier's check. **This security must be in the possession of the City within the time**

**specified or ten days after notice of award if no period is specified.** If the contractor fails to execute the security document(s) as required, the contractor may be found in default and the contract terminated by the City. In case of default the City reserves all rights. All performance and payment bonds must be executed on forms substantially equivalent to Exhibits A and B., respectively.

6. **Experience (Excluding attachments, limit to four pages):**

- a. Describe comparable services provided by the firm to municipalities since January 2008 similar in scope to the City's request.
- b. Experience / Capabilities of firm and staff; provide the number of years the site supervisor and key lead staff members have been installing this type of material. Provide copies of the authorization and certification from the Manufacturer that key staff members, on this project, are licensed to install this product.

7. **Project Time Frame**

- a. Provide a detailed time-line for the project completion
- b. Provide detailed measures of the safety and security plans for the project site

8. **References**

Include the name, address and telephone number of three (3) clients for whom similar services have been provided since January 2008. References must be current; Arizona based, and should be relevant to the required services. Please provide a one line description of services provide with each reference and samples of services.

9. **Licensed Contractor**

Contractor shall provide documentation and copies that the Offeror is licensed under the applicable laws of the State of Arizona, as applicable. Please provide documentation from manufacturer of authorization and certification to install product.

10. **Disclosures of conflict of interest**

The offeror shall include a statement that no conflicts of interest exist as defined by Arizona Revised Statutes, Title 38, Chapter 3, Article 8. In the event any professional or personal financial interest, does exist the nature of the relationship shall be disclosed to the City and examined by the City of the material facts of the disclosure. The above reference statute shall govern the actions of the city in the event a conflict exists.

11. **Proposed Fees/Compensation**

Complete one (1) Cost sheet for all of the proposals that your firm wishes to bid. Costs quoted should be the total costs to the City (attachment 1).

12. **Pre-proposal Meeting**

A pre-proposal meeting will be held on February 1, 2012 at 10:00 am, AZ Time at Pacana Park, 19000 N. Porter Road, Maricopa, AZ

13. **Substitute W-9 Form**

A completed Substitute W-9 Form (Attachment 2) is to be included in the submittal.

13. **Additional documents requirements**

The MSDA sheets and ASTM information must be included in your submittal. Failure to provide may be reason for rejection.

Provide documentation detailing the advantages/disadvantages of using PIP versus artificial turf, pebbleflex, wood chips, sand, etc.

**(BALANCE OF PAGE INTENTIONALLY LEFT BLANK)**

**ATTACHMENT 1.**

**PRICE SHEET**

**Pacana Park Playground Surface Replacement**

<b><u>Activity</u></b>	<b><u>PRICE</u></b>
1. Aggregate Base Prep and Materials (if applicable)	_____
2. Cushion or Impact Layer	_____
3. Wear or Top Course with Aromatic Binder	_____
OR	
4. Wear or Top Course with Aliphatic Binder	_____
5. Labor	_____
<b>Total Gross Offer:</b>	_____
<b>Applicable Taxes:</b>	_____
<b>GRAND TOTAL PRICE:</b>	_____



**Attachment 2**

**SUBSTITUTE W-9 FORM**

**PART I: Company Information:**

1. Name (as shown on Income Tax Return): \_\_\_\_\_

2. Business Name (if different than above): \_\_\_\_\_

3. DUNS #: \_\_\_\_\_

4. Federal employer identification number (or SSN): \_\_\_\_\_

5. Type of organization (check one):

Individual/Sole Proprietor  Limited Liability Company\*

Corporation **\*Choose the tax classification**

Partnership  Disregarded Entity

Other: \_\_\_\_\_  Corporation

Partnership

6. Order Address:

\_\_\_\_\_  
*(Order address) (City) (State) (Zip code)*

7. Remittance address (if different than above):

\_\_\_\_\_  
*(Remittance address) (City) (State) (Zip code)*

8. Contact person for bid invitations: \_\_\_\_\_

9. Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

10. Email address of contact person: \_\_\_\_\_

11. Applicant is a (check one):

Factory Representative  Jobber

Manufacturer  Authorized distributor

Retail dealer  Contractor

Consultant  Other: \_\_\_\_\_

12. Indicate if the business is registered as a minority or woman-owned company.

Minority-owned  Woman-owned  Not Applicable

13. How long has the company been in business? \_\_\_\_\_

14. Does applicant currently hold a valid business license issued by the City of Maricopa?

Yes  No

**PART II: COMMODITY OR SERVICE DESCRIPTION**

1. Commodity/Service description (*this section must be completed*):

---



---

**PART III: APPLICANT TERMS & CERTIFICATION**

**Terms:**

**The City of Maricopa may take up to 30 calendar days after the receipt of vendor's invoice to render payment unless other arrangements are made through a written contract. Applicant's signature below signifies acceptance of those terms.**

**Under Penalties of perjury, I certify that:**

1. The number shown on this form is my correct federal employer identification number.
2. I am not subject to backup withholding because of failure to report interest and dividend income.
3. I am a U.S. person (including a U.S. resident alien).  
 (NOTE: You must cross out item 2. above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return).

4. The following business ownership classifications are applicable:

Disadvantaged Business Enterprise Ownership Classification (Select One Only):

- |  |  |
|--|--|
| <input type="checkbox"/> 1 Non-Small/Non-Minority/Non-Disabled               | <input type="checkbox"/> 8 Small Business/Disabled Owner                 |
| <input type="checkbox"/> 2 Small Business (Per ARS §41-1001.14)              | <input type="checkbox"/> 9 Minority Woman Owned Business                 |
| <input type="checkbox"/> 3 Minority Owned Business [Per 15 CFR §1400.1(a)]   | <input type="checkbox"/> 10 Disabled-Minority Owned Business             |
| <input type="checkbox"/> 4 Woman Owned Business                              | <input type="checkbox"/> 11 Disabled-Woman Owned Business                |
| <input type="checkbox"/> 5 Owned By Disabled Individual (Per ARS §41-1492.5) | <input type="checkbox"/> 12 Small Business/Minority-Woman Owned          |
| <input type="checkbox"/> 6 Small Business/Minority Owned                     | <input type="checkbox"/> 13 Small Business/Disabled-Minority Owned       |
| <input type="checkbox"/> 7 Small Business/Woman Owned                        | <input type="checkbox"/> 14 Small Business/Disabled-Minority-Woman Owned |

"The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding."

\_\_\_\_\_  
**Name** (*Please print*)

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title** (*Please print*)

\_\_\_\_\_  
**Date**

**EXHIBIT A.**

**BID BOND**

Arizona Statutory Bid Bond Pursuant to Titles 28, 34 and 41 of the Arizona Revised Statutes  
 (Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS: That, \_\_\_\_\_  
 \_\_\_\_\_, (hereinafter "Principal"), and \_\_\_\_\_  
 (hereinafter "Surety"), a corporation organized and existing under the laws of the State of \_\_\_\_\_  
 \_\_\_\_\_, with its principal offices in \_\_\_\_\_, holding a certificate of authority  
 to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20,  
 Chapter 2, Article 1, as Surety, held and firmly bound unto the City of Maricopa, Pinal County, State of  
Arizona, (hereinafter "Obligee"), as Obligee, in the amount of Ten Percent (10%) of the amount of the  
 bid of Principal, submitted by Principal to the Obligee for the work described below, for the payment  
 of which sum, the Principal and Surety bind themselves, and their heirs, executors, administrators,  
 successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds and certificates of insurance as specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds and certificate of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the bid, then this obligation is void. Otherwise to remain in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ .

\_\_\_\_\_  
 Principal

\_\_\_\_\_  
 SEAL SURETY

By: \_\_\_\_\_  
 Attorney-in-Fact

By: \_\_\_\_\_  
 SEAL

Its: \_\_\_\_\_

\_\_\_\_\_  
 Agency of Record

\_\_\_\_\_  
 Agency Address

**Exhibit B**

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT, \_\_\_\_\_, (hereinafter called Principal), as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_ (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Maricopa, Pinal County, State of Arizona, (hereinafter called the Obligee) in the amount of \_\_\_\_\_ (Dollars) (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successor assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the material, service or construction described as \_\_\_\_\_

\_\_\_\_\_ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all monies due to all persons supplying labor or material to him or his subcontractors in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

\_\_\_\_\_  
 Principal Seal

B  
 y \_\_\_\_\_

\_\_\_\_\_  
 Surety Seal

B  
 y \_\_\_\_\_

\_\_\_\_\_  
 Agency of Record

**Exhibit C**

**PERFORMANCE BOND**

STATUTORY PERFORMANCE BOND PURSUANT TO  
 TITLE 34, CHAPTER 2, ARTICLE 2,  
 OF THE ARIZONA REVISED STATUTES  
 (Penalty of this bond must be 25% of the Bond amount)

KNOW ALL MEN BY THESE PRESENTS: That, \_\_\_\_\_ (hereafter call the Principal), as Principal, and \_\_\_\_\_ a corporation organized and existing under the law of the State of \_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, (hereafter called the Surety), as Surety, are held and firmly bound unto the City of Maricopa, Pinal County, State of Arizona, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Maricopa, Dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, for \_\_\_\_\_, **Invitation for Bids No.** \_\_\_\_\_, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants terms, conditions and agreements of said contract during the original term of said Contract and any extensions thereof. With or without notice to the Surety, and during the life of any warranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of conditions of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 of the Arizona Revised Statutes, and all liabilities on the bond shall be determined in accordance with the provisions of said Title, Chapter and Article, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this \_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
 PRINCIPAL SEAL

\_\_\_\_\_  
 AGENT OF RECORD

BY \_\_\_\_\_

\_\_\_\_\_  
 SURETY SEAL

\_\_\_\_\_  
 AGENT ADDRESS