

REQUEST FOR PROPOSAL

City of Jonesboro  
Purchasing Agent  
PO Box 1845  
Jonesboro, AR 72403

RFP No: 2004:59  
Project Name: University Lions Park  
Closing Date: 09-29-05  
Closing Time: 2:00 PM CST  
Budget: \$45,000

This Request for Proposal is part of a competitive procurement process which will facilitate a fair opportunity for qualified firms to offer their plans and services for consideration. This process of competitive negotiation being used should not be confused with competitive sealed bidding where goods and services can be precisely described and price is generally the determination factor. The competitive Request for Proposal provides the City flexibility to negotiate with firms to arrive at a mutually agreeable relationship, where price alone is not the determination factor, however, price will still be a factor.

Organization of Request for Proposal

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Authorized Agent Bidding on this RFP:

PACHECO EQUIPMENT, INC.

Company Name

MIKE PACHECO

Company Representative Name

[Signature]

Representative's Signature

1132A ARCADE DR, STE. 3

Address

fmp@pacheco@stbcglobal.net

Email Address

LITTLE ROCK, AR

City

State

72212

Zip

501 225 1218

Telephone Number

501 225 1462

Fax Number

20 - 1083983

Federal Employer Identification Number

9/29/2004

Date

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1. **Purpose:** The City of Jonesboro Parks & Recreation Department is seeking proposals to furnish and install age appropriate playground equipment for children of all skill levels and abilities at University Lions Park. This is a neighborhood park on flat ground, situated in a residential area.
2. **Award:**
  - 2.1 The City reserves the right to award this contract, not necessarily to the firm with the lowest cost, but to the firm that best meets the needs of the City.
  - 2.2 Upon submission of the responses to this RFP, the City will evaluate and score the responses of the firms. The City may conduct interviews with the finalists. The final evaluation and selection of a contractor will be made by the City and submitted to the selection committee for approval.

3. **RFP Documents:** One (1) original and two (2) unbound copies of proposals should be mailed or hand delivered no later than the closing date and time, to the following location:

Purchasing Agent  
City Of Jonesboro  
PO Box 1845  
Jonesboro, AR 72403  
Phone (870) 932-0740

Physical Address: 515 W. Washington Ave.

**Please notate #2004:59 on outside of vendor's envelope!**

4. **RFP Organization/Submittal:**

- 4.1 All proposals must be in the office of the Purchasing Agent before the final closing date and time as shown on this RFP, and then at said office RFPs will be publicly opened and read aloud. All bidders are invited to attend.
- 4.2 Mailed in proposals or hand delivered proposals are to be received in sealed envelopes with the name of the Proposer, Company, RFP number, project name, and closing date plainly stated on the face of the envelope. When submitting more than one (1) proposal, they should be in separate envelopes. All costs associated with responding to this RFP shall be borne by the Proposer.
- 4.3 Proposals shall be in original and hard copy. Facsimile proposals will not be accepted. Initial any and all corrections using pen and ink.
- 4.4 Proposals shall be straightforward, providing a concise description of the proposer's ability to meet the requirements of this RFP. Emphasis should be on completeness and clarity of content.
- 4.5 Failure to provide required data to allow for evaluation of proposal may be grounds for rejecting the RFP.
- 4.6 Inquiries should be submitted in writing or fax to:

City of Jonesboro  
Attn: Steve Kent  
515 W. Washington  
Jonesboro, AR 72401  
Fax (870) 932-0740

5. **Insurance and Other Required Documents:**

- 5.1 **Permits:** The contractor will inform the Parks Department of all required permits, which the department will obtain at no costs to the contractor.
- 5.2 **Insurance:** Documentation that all playground equipment provided is covered by liability insurance and the amounts.
- 5.3 Provide documentation on the qualifications of installation supervisor.
- 5.4 Bid security in the form of a Bid Bond, Cashier's Check, or Certified Check, in an amount of five percent (5%) of the total whole bid submitted, made payable to the City of Jonesboro, Arkansas must accompany each Bid as a guarantee that, if awarded the contract, the bidder will promptly enter into a contract and execute said bonds as may be required.
- 5.5 Upon acceptance of a contractor, said contractor will provide the City with a Performance Bond equal to the cost of the project.
- 5.6 Bidders shall be licensed under the terms of the Arkansas State Licensing Law for Contractors.

6. Customer References:

6.1 Provide the names and phone numbers of three (3) accounts for which you have provided goods or services similar to those specified.

6.2 Company Name	Contact	Phone No.
PRATIE GROVE PRIMARY SCH.	MICHELLE OWENS	479-846-4210
ELGIN B. MILTON PRIMARY SCH.	LISA ALSTON	479-667-2216
SOUTHWEST CHURCH OF CHRIST	BOB REDDELL	810-897-4754

7. Terms & Conditions:

7.1 Terms and conditions below will govern submission and evaluation of proposals and the award. Bidders are requested to carefully review the following:

- 7.1.1 Award Status: The response to this RFP will be considered as a legal offer to contract. An acceptance of any proposal will be issued by the City Of Jonesboro in accordance with the following paragraphs of this section and constitutes a legal and binding contract.
- 7.1.2 Contract Format/Requirements: The resulting City acceptance will incorporate this Request for Proposal. All additional agreement(s) and stipulations and the results of any final negotiations will be incorporated. The only valid conditions of the contract are the ones contained within this specification and proposal.
- 7.2 Contract Modifications: All modifications and/or changes to the contract must be agreed to in writing by both parties and approved by the Grants Coordinator and Parks Dept. Director prior to executing any change.
- 7.3 Contract Assignment or Sublet: Resulting contract shall not be assigned, transferred, or sublet in whole or in part without the City's prior written approval.
- 7.4 Contract Termination: The City may terminate any resulting contract for cause by providing a Show Cause Letter to the contractor citing the instances of noncompliance with the contract.
- 7.4.1 If the noncompliance is not cured within 30 days, the City may terminate the contract.
- 7.4.2 The City reserves the right to terminate the contract for convenience by providing 60 days written notice to the contractor.
- 7.5 Contractor Liability: The contractor shall hold the City harmless for damage to contractor's property unless due to negligence on the part of City personnel.
- 7.5.1 Liens: The successful contractor shall keep the City free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of services or materials by or to the contractor.
- 7.5.2 Indemnification: The successful contractor shall indemnify and hold the City harmless from all claims and related expenses arising out of the contractor's performance or failure of performance under the resulting contract.
- 7.5.3 Certified Installer: The contractor will be responsible for ensuring the proper installation of playground equipment and shall certify same at the completion of installation by performing a playground audit using the guidelines stipulated in para 9.5 and 9.6.
- 7.6 Disclosure of Proposal Content: All proposals become a matter of public record once opened. By submitting a proposal, a proposer specifically assumes any and all risks and liabilities associated with the information contained in the proposal and the release of that information.
- 7.7 Choice of Law and Venue: The resulting contract shall be construed under the laws of the State of Arkansas and venues in any action and/or litigation commenced to enforce the contract shall be instituted in the appropriate courts in Craighead County, in the State of Arkansas.
- 7.8 Federal, State, and Local Laws and Regulations: The successful contractor will comply with all laws and regulations on taxes, licenses, and permits.

8. RFP Status:8.1 City Of Jonesboro Rights:

- 8.1.1 The City Of Jonesboro and its designees reserve the right to determine whether a proposal is responsive and has the ability and resources to perform the contract in full and comply with specifications.
- 8.1.2 The City reserves the right to reject proposals, which incorporates counter proposals and conditions in the form of vendor's pre-printed clauses.

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8.1.3 The City reserves the right to accept or reject all or part of any proposal, waive informalities, minor irregularities, or substitute items as desired if deemed in the best interest of the City, therefore selecting the optimum proposal or issue a new RFP.

8.1.4 The city reserves the right to reject proposals when procedures stated within are not followed.

8.2 **Effective Period:** Proposals submitted must remain in effect for a period of 90 days after the closing date. An award will be signed and issued within that time or negotiated for a later date.

8.3 **Withdrawal of proposals:** Proposals may be withdrawn at any time prior to the closing date, however, the City reserves the right to withdraw vendor(s) from future proposals who have withdrawn a proposal after the closing date and prior to the effective period of the RFP without the City's approval.

8.4 **Changes:** It shall be the proposer's responsibility to bring to the attention of the City any discrepancies in, omissions from, or errors in the documents, or enhancements which would be in the best interest of the City, or if they are in doubt as to the meaning of any part of the RFP.

8.5 **Examinations:** Before submitting a proposal, contractor shall thoroughly examine the RFP as well as park location and otherwise be fully informed as to all existing conditions and limitations.

8.6 **Modifications:** Oral modifications will not be considered. Any bidder may modify their RFP in writing prior to date and time of RFP closing. Only modifications received in sealed envelopes with the RFP number, closing date, and project name clearly marked on the outside of the envelope will be accepted. Written confirmation must be received under the same signature as the original RFP, unless satisfactorily explained. All modifications are to be clearly numbered and dated as to determine the final one.

#### 9. **Specifications and Offer:**

9.1 **Scope of Work:** It is the intention of the City of Jonesboro, Parks & Recreation Dept. to have a complete playground furnished with installation performed by the contractor. The contractor will also be responsible for constructing a sidewalk from an existing ADA Parking pad to the playground and providing a finish grade of 1% to facilitate drainage. The location of the playground will be at University Lions Park (502-B North Bridge St.) with park dimensions as depicted on the attached drawing. Our goal is to create one multi-level, age appropriate, playground, containing a variety of play events for children ages 2-12 including those who are physically and developmentally challenged. Equipment should include roofs and a variety of climbing, activity panels, and a minimum of two benches (with backs). Examples of desired play equipment include, but are not limited to the following:

Surfacing – engineered wood fiber with drain system and mats at slide exits, under swings, and other areas as necessary

Slides –roller, steel, spiral, fast,

Climbers –rock walls, flexible cable, pods

Spring Riders – seesaw, cycle, horse

Overhead Apparatus - sky wheels, zip lines, ladder

Tunnels or crawl tubes should provide lines of sight to facilitate supervision of the children

Age appropriate safety sign

9.2 The total cost for this playground with amenities is not to exceed \$45,000. This includes equipment, shipping, taxes, earthwork, sidewalk, safety surfacing, containment borders, drainage system, related amenities, and certified installers. A detailed price sheet for each of these items must be provided.

9.3 Equipment shall be commercial quality and very low maintenance. Playground components, which include 5" O.D. steel or aluminum posts, are preferred. Decks constructed of punched steel with small diameter openings versus expanded metal are preferred. Wooden play structures are not desired. Wooden slats for benches are acceptable. Written specifications of the equipment shall be provided.

9.4 The equipment and surfacing material shall meet the most current Consumer Product Safety Commission Guidelines and the American Society for Testing Materials.

9.5 The equipment and surfacing shall meet the most current and pending requirements of the Americans with Disabilities Act, to include the required amount of accessible, elevated and ground level components.

9.6 Necessary utilities will be provided by the City Of Jonesboro to the site. Landscaping will not be completed at this time.

9.7 The design of the playground shall take into account the possible expansion at a later date.

9.8 Finalist may be required to make a presentation to a committee composed of City staff, Park Advisory Board members, and other citizens.

9.9 After a notice to proceed is issued, 75 days will be allotted to the contractor to complete this project.

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9.10 Proposal Response: Each proposal submitted should include the following:

9.10.1 A scaled drawing along with a written description of the proposed play equipment. (Plans should be drawn at 1" = 10' scale)

9.10.2 3D drawing, in color, of the proposed playground.

Color drawings shall use the following color scheme:

*Posts Maroon/Burgundy*

*Roofs Green*

*Rails Tan*

*Slides Blue*

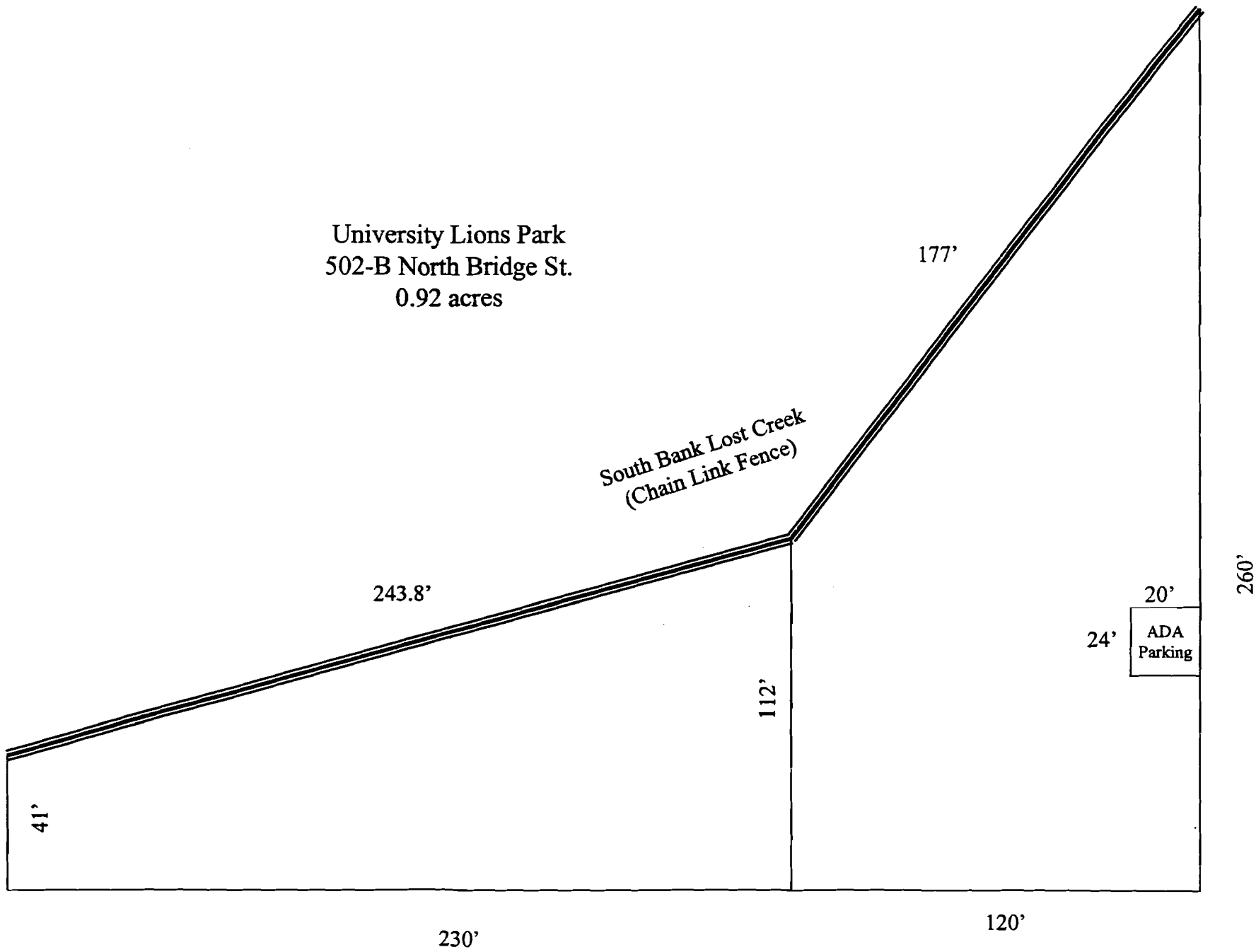
*Climbers Tan*

(Note – these may not be the final color selections)

9.10.3 Factory warranties and Product Liability information.

9.10.4 Schedule of installation process after receipt of notice to proceed.

University Lions Park  
502-B North Bridge St.  
0.92 acres



South Bank Lost Creek  
(Chain Link Fence)

24' ADA Parking 20'