

The following Minimum General Proposal Conditions have been developed and pertain to none, any and all purchases that may be made as a result of this request.

1. The City has the right to accept the lowest and/or best proposal received.
2. **ACCEPTANCE AND REJECTION** The City reserves the right to reject any and all proposals, to waive any informality in proposals, and unless otherwise specified by the proposer, to accept any item in the proposal.
3. **TIME OF ACCEPTANCE** If a proposer fails to state a time within which a proposal must be accepted, it is understood and agreed that the City shall have sixty days to accept.
4. If a proposer discovers any ambiguity, conflict, discrepancy, or omission or other error in the RFP, it shall immediately notify the Purchasing Director of such error via email swhite@cityofjackson.net, and request modification or clarification of the document.
5. **DISCOUNT PERIOD** Discounts will be taken as written on the Request for Proposal.
6. **DEFAULT OF CONTRACTOR** In case of default of the contractor, the City may procure the articles of services from other sources and hold the contractor responsible for any excess cost occasioned thereby.
7. **SAMPLE OF MATERIALS** Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request be returned at the proposer's expense.
8. **SIGNATURE ON PROPOSALS** Each proposal should give the full name and business address of the proposer. Unsigned proposals will be rejected. The person signing the proposal must show his title, and if requested by the City, must furnish satisfactory proof of his or her authority to bind his or her company in contract. Proposals must be written with typewriter, ink, or indelible pencil; otherwise, they may not be considered. Purchase order will be issued to the firm name appearing on the proposal.
9. **BOND REQUIREMENTS** All bond requirements shall be identified in the Request for Proposal. The right is reserved to require the successful proposer to furnish security, free of any expense to the City, to guarantee faithful performance of the contract.
10. **TIME OF PERFORMANCE** The number of calendar days in which delivery will be made after receipt of order shall be stated in the proposal. When no time of delivery is stated by the proposer, it is understood and agreed that delivery is to be made within two weeks after receipt of order. Shipping should be FOB destination.
11. **SPECIFICATIONS** It is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding on the contractor. The use of the name of a manufacturer, or any special brand or make in describing an item does not restrict the proposer to that manufacturer or specific article, unless specifically stated. The articles on which the proposals are submitted must be equal or superior to that specified. Articles received not equal will be picked up by vendor or returned to vendor shipping charges collect.

Reference to brand names, trade names, model numbers or other descriptions peculiar to specific brand products is made to establish a required level of quality and functional capabilities; it is not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in the proposal. It shall be the responsibility of the vendors, including vendors whose product is

referenced, to furnish with the proposal such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of a proposal.

12. **Inspection** Whether or not an inspection point is specified herein, all material and workmanship shall be subject to inspection and test at all times and places (including inspection and test after arrival at destination) and, when practicable during manufacture. In case any articles are found to be defective in material or workmanship, or otherwise not in conformity with the specification requirements the City shall have the right to reject such articles, or require their correction. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.
13. **WARRANTY** State any and all guarantees or warranties that would apply to item/ product/service which you are proposing.
14. **Proposers should submit one original and four copies with one flashdrive.**
15. **Faxed E Mailed** proposals will not be accepted.
16. **These** specifications meet the minimum requirement.

NO PROPOSALS WILL BE ACCEPTED AFTER THE ADVERTISED PROPOSAL OPENING TIME.

THE CITY RESERVES THE RIGHT TO DETERMINE THE COMPETENCE AND RESPONSIBILITY OF A PROPOSER FROM ITS KNOWLEDGE OF THE PROPOSER'S QUALIFICATIONS OR FROM OTHER SOURCES.

NO QUESTIONS WILL BE ANSWERED AFTER NOON, THE FRIDAY PRIOR TO INVITATION OPENING.



PURCHASING DEPARTMENT

Effective March 19, 2013, if your proposal does not include the following information, it may be rejected for non-compliance according to the invitation to bid. In your bid, place a copy of your insurance certificate. If you are the successful bidder, a complete and current certificate of insurance will be asked of you.

UNDER DESCRIPTION OF OPERATIONS IT SHOULD READ: CITYOF JACKSON IS NAMED AS AN ADDITIONAL INSURED WITH RESPECTS GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE.

CITY OF JACKSON, TN INSURANCE REQUIREMENT CITY PROJECT CONTRACT

The **CONTRACTOR** shall purchase and maintain the insurance outlined below to provide protection from the **CONTRACTOR'S** negligent acts. The **CONTRACTOR** shall provide this insurance as required by the Contract Documents. The negligence by any subcontractor, by anyone directly or indirectly employed by any of them, shall be considered a negligent act of the **CONTRACTOR**.

- Commercial General Liability in the amount of \$1,000,000 per occurrence and must include Products/Completed Operations, Explosion/Collapse/Underground Coverage and coverage for insured contracts. The City of Jackson must be named Additional Insured using a CG 2010 (11/85) endorsement (or equivalent) and this must be noted on the Certificate of Insurance. The Insurance Company agrees to Waive their Right of Subrogation against The City of Jackson and this must be noted on the Certificate of Insurance.
- Auto Liability Insurance in the amount of \$1,000,000 Combined Single Limit. The City of Jackson must be named Additional Insured and the Insurance Company agrees to Waive their Right of Subrogation against The City of Jackson and this must be noted on the Certificate of Insurance.
- Statutory Workers Compensation with Employers Liability Limits of 100/500/100 - The Insurance Company agrees to Waive their Right of Subrogation against The City of Jackson and this must be noted on the Certificate of Insurance.
- Umbrella Liability in the amount of \$2,000,000 per occurrence – the terms and conditions of the Umbrella must be following form to the primary insurance.
- The Cancellation Clause on the Certificate of Insurance is amended to read: Should any of the described policies on the attached Certificate of Insurance be cancelled the issuing Insurance Company will mail 30 days written notice to: City of Jackson Purchasing Department 115 E. Main St. #202 Jackson, TN 38301 , by registered mail, return receipt requested.
- The **CONTRACTOR** shall maintain a Builder's Risk/Installation Floater equal to the contract amount naming The City of Jackson as Loss Payee until final acceptance of the work. The policy must provide "all risk" including the peril of earthquake/earth movement.
- All Certificates should be issued with an Insurance Company (or Companies) maintaining an AM Best Rating of A- or better and a Financial Size of IX or greater. All Insurance Companies shall be authorized to conduct business in The State of Tennessee.

The **CONTRACTOR** shall maintain the above insurance – with the exception of Builders Risk/Installation – through both final acceptance and any Warranty Period defined by the contract documents.

All Proposers MUST submit with their proposal:

CERTIFICATE OF INSURANCE WITH THE PROPER TYPES OF INSURANCE AS STATED ON THE PREVIOUS PAGE. IF YOU ARE THE SUCCESSFUL PROPOSER, PRIOR TO BEGINNING WORK, YOU MUST ADD THE CITY ADDITIONALLY INSD. 5% BID BOND WITH POWER OF ATTORNEY. (IF OVER \$25000) A STATUTORY ALLOWED SUBSTITUTE FOR A BID BOND PURSUANT TO TCA 12-4-201 (C) WILL BE ACCEPTED WITH YOUR PROPOSAL.

SIGNED INDEMNITY AGREEMENT

SIGNED AFFIRMATIVE ACTION COMPLIANCE FORM

SIGNED DRUG-FREE WORKPLACE AFFIDAVIT.

W-9 IF NEW PROPOSER

STATE CONTRACTORS LICENSE

COMPLETED BUSINESS LICENSE INFORMATION

COMPLETED BUILDING DEPARTMENT INFORMATION

SIGNED IRAN DIVESTMENT ACT FORM

SAFETY FORM

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

CHILD CRIME AFFIDAVIT

SIGNED PROHIBITATION OF ILLEGAL IMMIGRANTS

COMPLIANCE AFFIDAVIT

SIGNED ASSURANCE OF COMPLIANCE UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

ANY OTHER FORM INCLUDED FOR SIGNATURE

ANY PROPOSAL SUBMITTED WITHOUT THE ABOVE INFORMATION COULD BE REJECTED.

SUCCESSFUL PROPOSER MUST PROVIDE:

AMERICANS WITH DISABILITIES COMPLIANCE.

PERFORMANCE BOND AND MATERIALS & LABOR BOND, 100% OF BID WITH POWER OF ATTORNEY (OVER \$25,000)

CERTIFICATE OF INSURANCE NAMING THE CITY OF JACKSON ADDITIONALLY INSURED

Proposals are awarded based upon qualifications, experience, and knowledge. Proposals will not be opened at the proposal opening, however, the name of each proposer will be read aloud. This is to avoid disclosure of contents to competing proposers during the subsequent negotiations. Proposals will be open to public inspection once the intent to award the contract to a particular proposer is announced. Discussions may be conducted for clarifications with responsible proposers who submit proposals determined by the Purchasing Director to be susceptible to be selected. These proposers will be given fair and equal treatment relative to discussion and revision of proposals. Revisions to proposals are permitted after submission and before the intent to award to a particular proposer is announced to obtain the best and final offers. City personnel may not disclose information derived from competing proposals. The award will be made to the responsible proposer whose proposal is determined to be the most advantageous to the City of Jackson.

SUCCESSFUL PROPOSER WILL BE RESPONSIBLE FOR ALL TAXES LEVIED UNDER THE LAWS OF THE STATE OF TENNESSEE.

THE CITY IS EXEMPT FROM FEDERAL AND STATE TAXES. UPON REQUEST, THE CITY WILL PROVIDE A SALES TAX EXEMPTION CERTIFICATE TO THE AWARDED FIRM. CONTRACTORS DOING BUSINESS WITH THE CITY SHALL NOT BE EXEMPTED FROM PAYING SALES TAX TO THEIR SUPPLIERS FOR MATERIALS TO FULFILL CONTRACTURAL OBLIGATIONS TO THE CITY, NOR SHALL ANY VENDOR BE AUTHORIZED TOO USE THE CITY'S TAX EXEMPTION IN SECURING SUCH MATERIALS.

A BUILDING PERMIT MAY BE REQUIRED FOR THIS PROPOSAL. FILL OUT THE FORM IN THE PROPOSAL PACKAGE THAT ADDRESSES THIS ISSUE. THE BUILDING DEPARTMENT MAY BE REACHED AT (731) 425-8569.

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies and in the case of a joint proposal each party thereto certifies as to its own organization under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to 12-12-106. This is the Iran Divestment Act which states that the State of Tennessee must publish on the state's website, a list of people determined to be engaged in investment activities with Iran. Prohibits people on the list from contracting with the city and makes any contract entered into void.

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Questions will not be answered after noon on the Friday prior to proposal opening.

Purchase Order/Contract will go into effect once a purchase number has been assigned.

Termination for Cause

If, through any cause, the successful proposer shall fail to fulfill in a timely and proper manner, as determined by the City of Jackson, its obligations under this Contract/Purchase Order, or if the proposer shall violate any of the covenants, agreements, or stipulations of this contract, the City of Jackson shall thereupon have the right to terminate the contract by giving written notice to the proposer of such termination and specifying the effective date thereof, at lease thirty (30) days before the effective date of such termination. Satisfactory work shall be determined by the City of Jackson in its sole discretion. In the event of such termination, the proposer shall be entitled to receive just and equitable

compensation for satisfactory work completed on documents, services or materials collected and/or prepared by the bidder in connection with this Contract/Purchase Order as of the date of receipt of notifications of termination. The proposer shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the proposer covered by the Contract/Purchase Order, less payments previously made.

Termination for Convenience

Either the City of Jackson or the proposer may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. The proposer shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the bidder covered by the Contract/Purchase Order, less payments previously made.

PUBLIC ACTS 109
(Iran Divestment Act)

“By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalties of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.”

Full text of Public Chapters can be found on the Tennessee Secretary of State's website: [http://tnsos.org/acts/ PublicActs.109.php](http://tnsos.org/acts/PublicActs.109.php).

Company Name (Proposer/Contractor)

Print Name _____

Signed _____

Title _____

1. DISQUALIFICATION OF PROPONENTS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of the Proponent and the rejection of their Proposal:

- (a) Evidence of collusion among Proponents.
- (b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted, or other factors.
- (c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
- (d) Default on a previous municipal contract for failure to perform

NON-COLLUSION AFFIDAVIT OF PRIME PROPOSAL

State of _____

County of _____

_____ ▼ being first duly sworn, deposes and says that:

- (1) He is owner, partner, officer, representative, or agent of _____,
the Proposer that has submitted the attached Proposal;
- (2) He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposal nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or of any other Proposer, firm, or person to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the proposed Contract; and
- (5) The price or prices quoted in that attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____

My commission expires: _____

CHILD CRIME AFFIDAVIT

State of _____

County of _____

_____ ▼ being first duly sworn, deposes and says that:

He/She is the owner, partner, officer, representative, or agent of

_____, the Proposer that has submitted the attached Proposal;

The Proposer _____ will abide by the following if chosen as the successful proposer:

The Proposer _____ agrees not to allow any employee or volunteer who is awaiting trial or has been convicted of a felony crime involving the sexual exploitation of children, sexual offenses involving children or violent crimes to participate in this Agreement at sites where children may be present. Failure by the Proposer to comply with this requirement is grounds for immediate termination of the Agreement.

Signed: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 20__

My commission expires: _____

PROHIBITION OF ILLEGAL IMMIGRANTS COMPLIANCE AFFIDAVIT

The requirements of State of Tennessee's Public Acts, 2006, Chapter Number 878 and Executive Order 41 addressing the use of Illegal Immigrants in the performance of any contract to supply goods or services to the State of Tennessee, shall be a material provision of this contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this contract.

For purposes of this contract, "Illegal Immigrant" shall be defined as any person who is not either a United States citizen, a lawful permanent resident, or a person whose physical presence in the United States is authorized or allowed by the department of homeland security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the contract. The contractor hereby attests, certifies, warrants, and assures that it shall comply with this term and condition for the entire contract period.

The contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that the bidder is in compliance.

Vendor Name (Printed) _____

Address _____

By (Authorized Signature) _____ Date _____

Executed _____

Printed Name and Title of Person Signing _____

Notary public:

Subscribed and sworn to me this _____ day of _____ 20 ____

My commission expires: _____

**ASSURANCE OF COMPLIANCE UNDER TITLE VI OF THE CIVIL RIGHTS
ACT OF 1964**

_____ Name of Applicant (hereby
referred to as "The Applicant")

Hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the Regulations of the U.S. Department of Justice (28 CFR Parts 42 & 50) and the City of Jackson, and any directives or regulations issued pursuant to that Act and the Regulations, to the effect that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Applicant received Federal financial assistance from the City of Jackson and **HEREBY GIVES ASSURANCE THAT** it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use, Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Applicant by the City of Jackson.

BY ACCEPTING THIS ASSURANCE, the applicant agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of Title VI, and permit authorized City of Jackson personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the City of Jackson shall have the right to seek administrative and/or judicial enforcement of this assurance.

This assurance is binding on the applicant, its successors, transferees, and assignees as long as it receives assistance from the City of Jackson. In the case of real property, this assurance is binding for as long as the property is used for a purposed for which this assistance was intended or for the provision of services or benefits similar to those originally intended. In the case of personal property, this assurance applies for as long as the recipient retains ownership or possession of the property. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the applicant

(Applicant)

By _____ Dated _____

_____ Address _____

(Title of Authorized Official)

BUSINESS LICENSE APPLICATION FACT SHEET

Contractors living outside Tennessee with no state business location must have a state business account number to report sales in counties with sales between \$10,000 and \$50,000. They must get a county and city business license in counties from each jurisdiction where the contractor has \$50,000 or more in sales for the tax reporting period.

If you are an out-of-state entity doing business in Tennessee without a fixed business location in Tennessee, please contact the Department to discuss your situation to determine if Tennessee business tax is required to be paid. Please contact the Department of Revenue at (615) 253-0600 (Nashville-area and out-of-state) or (800) 342-1003 (statewide toll-free). You also go to the state website tn.gov/revenue , revenue help, taxes, business tax, if you don't find your answer in the question, you can go to the bottom of the page and submit a request . Give all the details and a state representative will email you back with an answer.

A business application can be located at cityofjackson.net. If you have any additional questions concerning the business license you may contact at the City Of Jackson, Revenue Department @ 731-425-8215

LIST PROJECT NAME:

LIST CONTRACTOR & PHONE NUMBER:

VENDOR LOCATION:

LIST SUBCONTRACTORS & PHONE NUMBERS:

BUILDING DEPARTMENT PERMIT INFORMATION

Residential and commercial building permits are required for all construction, alteration or repairs, fences, accessory building, etc when the total value is \$100 or more.

Call 731-425-8569 for additional information.

Project Name:

/

Contractor and phone number:

Subcontractors and phone numbers:

THIS PROPOSAL MAY BE CANCELED, OR THE ACCEPTANCE OF ANY PROPOSAL REVOKED BY THE CITY OF JACKSON UPON WRITTEN NOTIFICATION TO THE OTHER PARTY AT ANY TIME PRIOR TO, OR AFTER, THE ISSUANCE OF A REQUISITION FOR PURCHASE OR THE EXECUTION OF A WRITTEN CONTRACT BY THE CITY OF JACKSON.

THE BID/PROPOSAL/CONTRACT/PURCHASE ORDER MAY BE CANCELED BY THE CITY OF JACKSON AT ANY TIME FOR JUST CAUSE SUCH AS NON-DELIVERY, SUBSTITUTION OF NON-SPECIFIED PRODUCTS, LATE DELIVERIES, OR CONTINUOUS PROBLEMS WITH THE VENDOR. NON-DELIVERY OF MERCHANDISE WITHIN ONE WEEK OF ORDER WILL BE GROUNDS FOR VOIDING THE AGREEMENT. THE CITY RESERVES THE RIGHT TO REJECT ANY BID IF THE EVIDENCE SUBMITTED BY, OR INVESTIGATED OF, SUCH BIDDER IS NOT PROPERLY QUALIFIED TO CARRY OUT THE OBLIGATIONS OF THE BID AND TO COMPLETE THE WORK CONTEMPLATED THEREIN WITHIN THE TIME FRAME SET FORTH IN THE BID USING SUPERIOR QUALITY MERCHANDISE/EQUIPMENT.

THE CITY OF JACKSON HAS THE RIGHT TO WAIVE INFORMALITIES AND TO REJECT ANY AND ALL PROPOSALS WHOM IT FINDS, AFTER REASONABLE INQUIRY AND EVALUATION TO BE NON-RESPONSIVE, OR IT WOULD NOT BE IN THE BEST INTEREST OF THE PROJECT TO MAKE THE AWARD. BID WILL BE AWARDED TO THE LOWEST/ BEST RESPONSIVE BIDDER.

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSURE THAT ALL PERSONS EMPLOYED UNDER A CONTRACT WITH THE CITY, WHETHER DIRECTLY OR BY SUBCONTRACTOR, BE LEGAL RESIDENTS AND BE AUTHORIZED TO WORK IN THE UNITED STATES OF AMERICA.

By the General Contractors Licensing Act of 1976 and T.C.A. 62-6-119 of 1994, Each bidder must submit the following information for his bid to be considered valid. Each bid must be submitted in a sealed envelope bearing on the outside the following information:

1. Name of proposer.
2. Address of Proposer, including zip code and phone number, to show whether proposer is a resident of the State of Tennessee.
3. Tennessee License Number of Proposer.
4. Expiration Date of Tennessee License Number.
5. The Classification of Proposer's License which applies to this Proposer. Write out the work classifications of his license which apply to the work of this project.
6. Name of the Project for which the Proposal is submitted.
7. List Subcontractors, License Number, Expiration Date thereof, and License Classification for the following subcontractors on the outside of the envelope containing the Proposal:
 - a. Electrical
 - b. Plumbing
 - c. Heating, Ventilation, & Air Conditioning.
 - d. Masonry
8. Item No. 7 is required by Tennessee Law, T.C.A. 62-6-119.
 - a. "The architect, Engineer, Construction Manager, Construction Consultant or any other persons or entity involved in the preparation of the proposal, must show the license number, expiration date, and license classification of the contractor applying to the proposal for electrical, plumbing or heating ventilation or air conditioning, on the outside of the envelope containing the proposal; otherwise the Proposal shall not be opened or considered."
 - b. Failure to observe this section constitutes a Class A Misdemeanor."

IF FORWARDED BYMAIL, THE SEALED ENVELOPE CONTAINING THE BID MUST BE ENCLOSED IN ANOTHER ENVELOPE ADDRESSED AS "SEALED BID ENCLOSED"

ALL SUBCONTRACTORS AND ANYONE ENGAGED IN THE CONSTRUCTION INDUSTRY MUST CARRY WORKERS COMPENSATION. PROOF OF SUCH MUST BE SUPPLIED BEFORE AWARD OF CONTRACT. IF THE PROJECT IS OVER \$25,000, THE PRIME CONTRACTOR'S NAME, LICENSE NUMBER, EXPIRATION DATE AND CLASSIFICATION APPLYING TO THE BID MUST BE LISTED ON THE OUTSIDE OF THE BID ENVELOPE ALONG WITH THEIR ELECTRICAL, PLUMBING, AND HVAC CONTRACTORS. MASONRY CONTRACTOR INFORMATION MUST BE LISTED, AS WELL, IF THE MASONRY PORTION IS OVER \$100,000. EFFECTIVE JANUARY 1, 2011, MASONRY SUBCONTRACTORS WILL BE REQUIRED TO HAVE A CONTRACTOR'S LICENSE WITH THE NEW LMC (LICENSED MASONRY CONTRACTOR) CLASSIFICATION IN ORDER TO BID OR PERFORM WORK IN EXCESS OF \$100,000 INCLUDING MATERIALS AND LABOR. THEREFORE, UNLICENSED MASONRY SUBCONTRACTORS WILL NEED TO OBTAIN A CONTRACTOR'S LICENSE AND CURRENTLY LICENSED MASONRY CONTRACTORS WITH A BC-9 OR BC COMMERCIAL CLASSIFICATION, WILL NEED TO OBTAIN A LICENSE REVISION TO ADD THE NEW LMC CLASSIFICATION. THE LAW DOES NOT PROVIDE ANY GRANDFATHER CONSIDERATIONS AND ALL MUST TAKE THE NEW MASON LMC TRADE EXAM.

PROPOSER MUST RETURN THE SIGNED INVITATION TO BID FORM.

MINORITY BUSINESS ENTERPRISES (MBE'S) AND DISADVANTAGED BUSINESS ENTERPRISES (DBE'S) ARE ENCOURAGED TO PARTICIPATE IN THE PROJECT. BIDDERS ARE ENCOURAGED TO USE MBE'S AND DBE'S AS SUBCONTRACTORS IN THE PERFORMANCE OF THIS PROJECT.

USE INFORMATION IN THIS PACKAGE TO SUBMIT YOUR PROPOSAL. ANY QUESTIONS SHOULD BE ADDRESSED, IN WRITING, TO SUSAN WHITE, PURCHASING DIRECTOR, EMAIL (swhite@jacksontn.gov). POTENTIAL PROPOSERS MUST REVIEW THE PROPOSAL PACKAGE UPON RECEIPT TO IDENTIFY ANY QUESTIONS AND/OR ISSUES. ANY/ALL QUESTIONS SHOULD BE SUBMITTED IN A SINGLE REQUEST FOR ADDENDUM. REQUESTS FOR CLARIFICATION MUST BE RECEIVED BY THE PURCHASING DEPARTMENT BY NOON, THE FRIDAY BEFORE THE SCHEDULED DATE OF THE PROPOSAL OPENING.

THE CITY OF JACKSON ACCOUNTING DEPARTMENT PAYS INVOICES ON THE 15TH AND 30TH OF EACH MONTH.

LACK OF WRITTEN NOTIFICATION OF ANY DELAY IN STATED DELIVERY TIME WILL BE CAUSE FOR DISCOUNTED PRICE OF 1% PER MONTH UNTIL DELIVERY IS FACILITATED OR CANCELLATION OF AWARD. ANY DELAY MUST BE BROUGHT TO THE ATTENTION OF THE PURCHASING DEPARTMENT, CITY HALL, 115 E. MAIN STREET, SUITE 202, JACKSON, TN 38301

ALL PROPOSALS ARE OPENED AT 10:30 A.M. UNLESS OTHERWISE INDICATED

IF ADDENDA ACKNOWLEDGEMENTS ARE NOT INCLUDED WITH THE BID/PROPOSAL, THE BID/PROPOSAL COULD BE REJECTED. IT IS THE BIDDERS SOLE RESPONSIBILITY TO OBTAIN THE BID OR PROPOSAL PACKAGE, FROM THE PURCHASING DEPARTMENT CCOX@JACKSONTN.GOV ADDENDA AND OTHER INFORMATION WILL BE POSTED ON THE CITY WEBSITE, WWW.CITYOFJACKSON.NET IT IS THE VENDORS RESPONSIBILITY TO CHECK THE WEBSITE, DOWNLOAD THE ADDENDA AND ACKNOWLEDGE IN THE INVITATION. MAIL THE COMPLETED FORM TO CITY HALL, ATTN: PURCHASING 115 E. MAIN ST., SUITE 202, JACKSON, TN 38301.

INDEMNITY

Any indemnity or hold harmless language is inapplicable to the city, as the State Attorney General has opined that such provisions nullify state immunity and appropriate public funds without legislation action. Each party will be responsible for its own acts or omissions.

Signed: _____

Date: _____

AFFIRMATIVE ACTION COMPLIANCE PROGRAM

The Undersigned certifies to the City of Jackson that if the undersigned has fifty (50) or more employees and a contract with the City of Jackson for the furnishing of supplies or services or for the use of real or personal property in the amount of \$50,000 or more, that it has developed and is maintaining a written Affirmative Action Plan for each of its establishments as required by OFCCP Regulations 41 C.F.R. §§ 60-1.4, 60-250-5, and 60-741.5.

CERTIFICATION OF NONSEGREGATED FACILITIES

The undersigned also certifies to the City of Jackson that it does not maintain or provide for its employees any segregated facilities (i.e. with regard to race, color, religion, age, gender, disability or national origin) at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

The undersigned further agrees that it will obtain identical certification from its subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

PLEASE CHECK ONE:

_____ Our Company will comply
with the foregoing to the extent
required by law.

_____ Our Company is exempt
from the provisions of the
Equal Opportunity Clause.

Date of Execution: _____

Name of Executing Officer: _____

Title: _____

Company Name: _____

Address: _____



PURCHASING DEPARTMENT

The City of Jackson has a drug and alcohol testing program for testing employees for workplace use of drugs or alcohol. Please see the following pages for an example of the City of Jackson's policy.

My company _____ has a drug and alcohol testing program for our employees, which is at least as stringent as the government's program.

Name: _____

Title: _____

Date: _____



PURCHASING DEPARTMENT

SPECIFICATIONS

REQUEST FOR PROPOSALS

DESIGN, PROCURE, AND INSTALL PLAYGROUND EQUIPMENT AND FALL ZONE MATERIALS

The City of Jackson is requesting proposals to design, procure, and install playground equipment and fall zone materials at 3 parks within the Parks and Recreation system. The City would prefer one supplier to provide the equipment and materials for the all parks as outlined in this request, however, if that is not the case, the award can be to multiple vendors.

SCOPE OF PROJECT

This project consists of the design, procurement, and installation of playground systems including fall zone materials at 3 separate parks in Jackson. Work is to include the design of a play structure within the defined boundaries as well as installation of commercial grade playground equipment, equipment footings, and fall protection. This project will be a turn-key project with the selected vendor(s) providing all necessary items for the completion of the project.

Each playground suppliers shall provide at least 1 design concept (2 max) for each park location representing the proposed layout and equipment.

The City of Jackson requires that suppliers design a play system that meets or exceeds all current federal, CPSC, ASTM, IPEMA standards and ADA requirements. The proposals shall include the costs of delivered play systems as designed, inclusive of the equipment structures, components, hardware, detailed installation instructions, and maintenance and operations manuals from the manufacturer.

STELLA DUNCAN PARK (Bemis Park)

- The new play structures will fit within a rectangular 44' x 92' area.
- Demolition of existing play equipment shall be included in the proposal.
- The playground equipment is intended to include - at the minimum - one 5 - 12 year tower play structure. The 5 - 12 year stower structure must incorporate a center deck climber for access from lower area to upper decks. 5 - 12 year playground structure shall be constructed of 5" round steel posts with a .120" wall thickness and a galvanized Flo-Coat finish inside and out. 2 3/8", Square, or Poly Recycled Posts will not be accepted.
- The playground equipment is intended to include - at the minimum - one 2 - 5 year play structure. The 2 - 5 year structure must incorporate a minimum 12'x12' sunshade. 2 - 5 year structure shall be minimum 3.5" round steel posts at minimum. Square, or poly recycled posts will not be accepted.
- The playground shall have borders installed and fall protection included in the proposal.
- The playground system shall have various levels of play components (some at grade level, some near grade, and some elevated).
- Play equipment shall meet ADA requirements with a minimum of 3 elements being accessible by transfer or ramp and 4 components accessible from ground level.

- Playground may consist primarily of the main structure with some standalone play components.
- Capacity shall be designed for a minimum of 30-40 individuals.
- Structure shall include slides with at least one being a one-piece spiral slide.
- Play Structure shall include climbing structures, panels, and other activities with a minimum of 3 play experiences connected to a platform with a minimum of 4' critical fall heights. These structure activities shall include vertical and horizontal climbing as well as bouldering play and learning activities.
- A portion of the structure shall have a roof/visor for protection from the sun.
- Final price shall include all equipment delivered to the site, removal of existing equipment, site prep, and complete installation of all aspects of the completed playground area.
- Work shall be performed during normal business hours. Work may begin upon receipt of the purchase order and acceptance of the final shop drawings by the Parks and Rec Board.
- Provide detailed drawings that includes measurements of the components.
- Include pictures or 3-D renderings of the proposed structures which indicate the appearance from all sides and from the top.
- Additional play components shall include:
 - 2 bay, 4 belt swing (include 1 infant and 1 toddler swing)

MUSE PARK

- The new play structures will fit within an existing approximately 50' x 80' oval shaped area.
- Existing 4 seat swing set and 1 seat tire swing shall remain.
- The playground equipment is intended to have pieces recommended for children ages 5 – 12.
- The playground shall utilize the existing borders and fall protection throughout the entire area shall be included in the proposal.
- The playground system shall have various levels of play components (some at grade level, some near grade, and some elevated).
- Play equipment shall meet ADA requirements with a minimum of 3 elements being accessible by transfer or ramp and 4 components accessible from ground level.
- Playground may consist primarily of the main structure with some stand-alone play components.
- Capacity shall be designed for a minimum of 25-30 individuals.
- Structure shall at least one slide.
- Play Structure shall include climbing structures, panels, and other activities with a minimum of 3 play experiences connected to a platform with a minimum of 4' critical fall heights. These structure activities shall include vertical and horizontal climbing as well as bouldering play and learning activities.
- Final price shall include all equipment delivered to the site, removal of existing equipment, site prep, and complete installation of all aspects of the completed playground area.
- Work shall be performed during normal business hours. Work may begin upon receipt of the purchase order and acceptance of the final shop drawings by the Parks and Rec Board.
- Provide detailed drawings that includes measurements of the components.
- Include pictures or 3-D renderings of the proposed structures which indicate the appearance from all sides and from the top.

CONGER PARK (formally Highland Park)

- The new play structures will fit within an existing larger bordered area. The new play structure shall fit within an semi-circular area approximately 900 square feet in area.
- Demolition of existing swing structure shall be included in the proposal.
- The playground equipment is intended to have pieces recommended for children ages 5 – 12.
- The playground has existing borders that may be utilized.
- New fall protection in the area of the new structure shall be included in the proposal. The remaining area within the border will remain as is.
- The playground system shall have various levels of play components (some at grade level, some near grade, and some elevated).
- Play equipment shall meet ADA requirements with a minimum of 3 elements being accessible by transfer or ramp and 4 components accessible from ground level.
- Playground may consist primarily of the main structure with some stand-alone play components.

- Capacity shall be designed for a minimum of 25-30 individuals.
- Structure shall include at least one slide.
- Play Structure shall include climbing structures, panels, and other activities with a minimum of 3 play experiences connected to a platform with a minimum of 4' critical fall heights. These structure activities shall include vertical and horizontal climbing as well as bouldering play and learning activities.
- Final price shall include all equipment delivered to the site, removal of existing equipment, site prep, and complete installation of all aspects of the completed playground area.
- Work shall be performed during normal business hours. Work may begin upon receipt of the purchase order and acceptance of the final shop drawings by the Parks and Rec Board.
- Provide detailed drawings that includes measurements of the components.
- Include pictures or 3-D renderings of the proposed structures which indicate the appearance from all sides and from the top.

SITE VISITS

Visits to the sites are recommended and shall be arranged through the Recreation and Parks Dept.
Contact: Tony Black, Executive Director - 180 Conalco Drive, Jackson, TN 38301; Phone – (731) 425-8399; Email – tblack@jacksontn.gov

DESIGN ELEMENT GUIDELINES AND PLAY SYSTEM SPECIFICATIONS

Suppliers shall base their playground equipment designs on meeting all accessibility and safety standards as well as the guidelines and specifications list in this RFP. Quality of equipment components, quality of design, play value, cost, and appropriateness to location and target demographic must be taken into consideration in the design of the play system.

The total dollar amount allocated to the projects are:

Stella Duncan Park	\$ 87,000
Muse Park	\$ 39,000
Conger Park	\$ 23,000

Proposals varying more than 3% from the budgeted amount are subject to rejection.

Required Items:

- 1 All play system elements must meet or exceed all current federal, CPSC, ASTM, IPEMA guidelines.
- 2 Play system must include fall zone material to required depth over the play area with subsurface drainage system, drainage fabric, and all concrete footings installed per all federal, state, and local standards.
- 3 Play system must include landing pads for all equipment as appropriate.

Preferred Play System Qualities

- 1 All play systems elements must demonstrate the highest level of durability in materials and finishes selected in consideration of child health and safety.
- 2 Structures shall provide a variety of built-in activity panels and climbers.

In the proposal, provide a list of components proposed for play system at each park. Include structure and component model numbers, materials, color choices available and recommendations, protective area requirements, target age ranges and developmental levels, target play type or activity, estimated lifetime of equipment including manufacturers warrantee and any other relevant descriptive information.

Play system design shall safely fit in the area designated on the attached site plans. Suppliers are encouraged to be creative in their designs and maximize the role of unstructured play in their proposals. Suppliers may submit proposals from non-traditional type playground structures, if desired, in whole or as components of the overall playground.

GENERAL SPECIFICATIONS (Playground Equipment)

Metal Hardware: Zinc plated, galvanized, or made of stainless steel as required to resist rust and corrosion. Tamper resistant hardware used for all principal connections.

Stainless Steel Hardware: Stainless steel as required to resist rust & corrosion. Tamper resistant hardware used for all principal connections.

Zinc and Stainless-Steel Hardware: Zinc plated or made of stainless steel as required to resist rust & corrosion. Tamper resistant hardware used for all principal connections.

Galv. and Stainless-Steel Hardware: Galvanized or made of stainless steel as required to resist rust and corrosion. Tamper resistant hardware used for all principal connections.

Hardware Caps: UV-Stabilized, polypropylene based plastic consisting of two parts, a base and crown. Specified hardware is attached through the base to post support and then finished with a crown to form a smooth tamper-resistant attachment point.

Post Caps: Precision die-cast from a high strength aluminum alloy and powder coated as specified. Post caps - self-sealing design with an overlapping lip and are factory installed and secured in place with a self-sealing rivet. Available for Round-5 and Round-3.5 systems. **IMPORTANT:** Self Sealing Post Caps are mandatory.

High Density Polyethylene - (HDPE) Sheet Stock Parts: Made from 1/2", 3/4" or 1" thick, high-density, hot extruded polyethylene sheet plastic specially formulated for optimum UV stability and color retention. Parts to meet or exceed density of .955 g/cc per ASTM D1505, tensile strength of 4000 PSI per ASTM D638. Panels cut or machined to size with design elements routed in. Parts available in a variety of solid or dual-color designs. All HDPE Sheet Stock Parts to comply with ASTM standards: D790 (Flex Modulus Test), D648 (Heat Distortion Temperature Test).

Metal Parts: Zinc or cadmium plated, galvanized, Play-Tuff™ coated or equal, painted and/or powder coated as required to resist rust and corrosion.

Tube Steel: Most applications heavy-gauge and pre-galvanized. Tube formed and/or fabricated into required components and finished as specified. All Steel Tube parts to comply with ASTM standards: A-500/A-513 (Steel Tubing).

Powder Coating: Electrostatically applied to metal components. Surfaces free of excess weld and spatter. Components shot blasted and then further cleaned in a multi-step process that includes a hot phosphatizing bath and rinse and finished with a non-chrome seal for added corrosion resistance. Additionally, components shall be preheated to fully dry prior to coating for superior powder adhesion. Finally, powder shall be applied to all pre-treated components in an **Exclusive** two coat process to achieve an average thickness of 11 mils. All polyester powder coatings shall comply with ASTM standards: D-522 (Flexibility Mandrel Test), D-2794 (Impact Resistance Test), B-117 (Salt Spray Weatherability Test), D-3363 (Pencil Hardness Test), D-2454 (Overbake Resistance Test), D-3359B (Adhesion Crosshatching Test).

PVC Coating: Applied to metal components for a 100 mil. minimum average thickness. Prior to coating, components shall be washed, phosphatized, and primed. After preheating to a minimum of 350 degrees, components shall be dipped in a UV stabilized Polyvinyl Chloride liquid & shall be salt cured at 400 degrees. All Play-Tuff™ Coated Parts shall comply to ASTM standards: D-624 (Tear Strength Test), D-412 (Tensile Strength Test). PlayTuff™ Coatings are available in Brown, Blue, Green, Tan & Red.

RotoMold: Made from hot compounded linear low density polyethylene resins. Hot compounded polyethylene resins offer superior durability and fade resistance from UV inhibitors and colorants molded-in. All linear low density polyethylene plastic - minimum 2500 PSI tensile strength per ASTM D 638-02. Parts shall have an average wall thickness of .250". Parts available in a variety of solid colors. All Roto Molded Parts shall comply with ASTM standards: D-790 (Flex Modulus Test), D-648 (Heat Distortion Temperature Test), ARM-STD (Low Temperature Impact Test).

Steel Decks Steps (platforms, bridges, ramps, steps, etc.): Constructed using a combination of 12-gauge sheet steel formed and fabricated into required designs with deck sides and additional parts of deck being fabricated out of 10- or 12-gauge sheet steel. All steel deck standing surfaces and stepping surfaces shall have a slip-resistant Play-Tuff™ coating minimum of 100 mil average thickness, with a uniform 5/16" diameter hole pattern. Deck faces - up to 6 attachment slots to accommodate face mounting components. All sheet steel - conform to ASTM A 1011-02. **IMPORTANT:** Inferior expanded steel shall not be used on any decks or stepping surfaces.

Steel Walls: Fabricated using 1.029" O.D. 14-gauge tube steel welded vertically on 4" centers between vertical 1.315" O.D. 12-gauge tube steel balusters and horizontal 1.315" O.D. 12-gauge tube steel rails,

top & bottom. Brackets may be welded to the ends of each rail and between the verticals to provide attachment points. Walls shall be finished with a multi-stage baked-on powder coat finish.

Vertical Deck Fillers: Designed to eliminate the crawl space between decks at different elevations. All deck in-fills shall be made from 12-gauge sheet steel and powder coated after fabrication.

Woodcarpet: Defined as engineered wood fiber is manufactured from virgin North American hardwoods such as Oak, Maple, Ash, Hickory Poplar, Beech, Birch, Eucalyptus and Locust with absolutely no artificial additives. All woods have been de-barked and free of soil, leaves and twig material and other contaminants which hasten decomposition. Woodcarpet does not contain any softwoods, recycled wood, or pallet material. As a result, there are no pine resins, nails, glass, or chemical contaminants in "woodcarpet" that could harm children.

The Surface Material:

- Meets the accessibility criteria of ASTM F 1292-95 Impact Attenuation of Surface Systems Under and Around Playground Equipment.
- Meets the accessibility criteria of ASTM PS 83-97- Provisional Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.
- Meets the following sieve analysis results:

<u>Sieve Size</u>	<u>Specifications</u>		<u>Cumulative Passing by weight in percentage</u>
	<u>Min</u>	<u>Max</u>	
3/4"	99	100	100
3/8"	85	100	95
No. 16	0	15	3

Dimensions: "Woodcarpet" is randomly sized approximately 10 times longer than wide. Ninety-eight percent (98%) of "woodcarpet" dimensions do not exceed 4.00 centimeters in length, 1.3 in width and 3.25 in depth.

ASSEMBLY/INSTALLATION AND INSPECTION

The play system assembly and installation will be provided and overseen by the supplier. The supplier must supply direct supervision from the manufacturer or supply certified representation familiar with playground installation. All tools and equipment required to install play equipment shall be provided by the supplier. The supplier will be given 90 days to complete the proposed work. Working days will be defined and begin as outlined in a Notice to Proceed for the work.

It is the requirement of this RFP that suppliers shall provide and pay for equipment installation.

A representative of the supplier is required to conduct post installation inspection of the equipment upon completion to insure the proper installation of the equipment. If not properly installed, modifications must be submitted in writing to the City and remedied immediately. Co-inspections with the supplier's representative of assembly and installation work will be conducted by the City and their agents following substantial completion of work. The City will supply a punchlist for final completion generated by this co-inspection. The supplier shall submit to the City the manufacturers certification of compliance and warranty following punchlist completion.

WARRANTY

Warranty: Upon completion of the installation, the supplier must provide documentation attesting the equipment has been installed meeting all specifications thereby warranted by the manufacturer. Additionally, it is the supplier's responsibility to provide the City with the manufacturer's warranty of installed equipment.

Responding contractors must also supply a written and signed lifetime labor warranty and the additional cost for the labor warranty. This labor warranty should be written to cover the installation costs of any playground components covered under manufacturer's warranty for the full life of the manufacturer warranty. Bidder should provide manufacturer's warranty and reference it in their lifetime labor warranty. Failure to include written lifetime labor warranty will result in the respondent's bid being considered void and null. A full line item quote should be included detailing the cost for the equipment, installation, freight, surfacing, lifetime labor warranty and certified HIC testing.

Lifetime Limited Warranty on all stainless-steel hardware, metal posts, aluminum posts, aluminum caps and aluminum clamps against structural failure due to natural deterioration or corrosion, or defects in materials or workmanship.

Twenty-Five (25) Year Limited Warranty on all cast aluminum Spring Rider castings against structural failure due to defects in materials or workmanship.

Fifteen (15) Year Limited Warranty on all metal rails, metal slides, handles, rungs, loops and walls, all Play-Tuff™ coated perforated steel decks, steps, and bridges, all rotationally molded and HDPE sheet plastic components, excluding recycled plastic components, against structural failure due to defects in materials or workmanship.

Ten (10) Year Limited Warranty on all shade canopy fabric made of UV Stabilized HDPE monofilament yarn and tape against significant fading.

Ten (10) Year Limited Warranty on all Play-Cord™ components against breakage.

Five (5) Year Limited Warranty on all Play-Cord™ components against failure due to defects in materials or workmanship.

Three (3) Year Limited Warranty on all springs, moving swing parts, swing seats and other swing components, as well as all recycled plastic components against failure due to defects in materials or workmanship.

One (1) Year Limited Warranty on any other product or part not specifically covered above against failure due to defects in materials or workmanship.

COMPLIANCE

All equipment must meet and/or exceed all current federal, CPSC, ASTM, IPEMA guidelines. Documentation of compliance shall be provided to the City with the supplier's proposal.

All equipment must comply with the Americans with Disabilities Act (ADA).

In accordance with Nondiscrimination Provision in All Public Contracts, the supplier will ensure that hiring is made based on merit and qualifications and that there will be no discrimination based on race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin by the persons performing the work of the contract.

The Supplier must provide an original Certificate of Product Liability Insurance with the City named as certificate holder.

Indemnification: Any indemnity or hold harmless language is inapplicable to the city, as the State Attorney General has opined that such provisions nullify state immunity and appropriate public funds without legislation action. Each party will be responsible for its own acts or omissions.

Contractor will be required to execute an agreement or agreements to indemnify and hold the City of Jackson harmless against all claims arising out of the design and construction of the playground facility including, but limited to, claims from the Contractor's employees, contractors, subcontractors, and third parties.

PROPOSAL SUBMITTAL AND CONTENT

Sealed proposals must be submitted to the City of Jackson Purchasing Dept. on or before 10:30 a.m. on Wednesday May 5, 2021 and shall be addressed as follows:

REQUEST FOR PROPOSALS
DESIGN, PROCURE, AND INSTALL PLAYGROUND EQUIPMENT AND FALL ZONE
MATERIALS
Jackson City Hall
ATTN: Susan White, Purchasing
115 E Main St, Ste 202
Jackson, TN 38301

Proposals must include complete drawings for each design, specification, and pictures of components in the design and color options available. Proposals must include a price for design presented. Bids must list the cost of equipment, fall zone material, and labor as separate line items. The City reserves the right to reject any and all proposals with or without cause, and to accept the proposals which it considers to be the most favorable.

All delivery, assembly, installation, and supervision costs must be included in the proposal. Payment for equipment and materials will be sent within 60 days after invoicing. Invoicing may include partial payments but only for work completed and approved.

All proposal amounts shall be guaranteed for not less than 90 days after the proposal submittal deadline date.

Each proposal must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to the City of Jackson in an amount not less than 5% of the total amount of the proposal. The successful supplier will be required to furnish Performance and Payment Bonds, each in the amount of 100% of the bid amount. Insurance and insurance certificates shall be provided by the successful supplier in the amounts listed in COMPLIANCE section above. Successful suppliers are required to comply with all city and state licensing requirements.

No Proposal may be withdrawn within a period of 60 days after the proposal opening. Prices shall include delivery f.o.b., freight paid by the supplier to the jobsite.

The supplier shall submit 4 hard copies and 1 electronic copy (on CD or thumb drive) of the proposal. All Proposals must comply with the specifications and guidelines provided in this request.

The City of Jackson reserves the right to negotiate an agreement based on fair and reasonable compensation for the scope of work and services proposed, as well as the right to reject any and all responses deemed unqualified, unsatisfactory, unresponsive, or inappropriate at the sole discretion of the City.

Suppliers must provide a minimum of 3 references where the manufacturers similar equipment may be viewed (include City, Park name, and Contact person with name, address, phone number, and email).

The City will not be responsible for

EVALUATION

Proposals will be evaluated by a selection committee based on the following criteria:

<u>Grading Criteria</u>		<u>Points</u>
1	ADA, ASTM, IPEMA, and CPSC compliance	YES/NO
2	Proposal addresses design guidelines, specifications, and budget	0 - 25
3	Quality of design, play value, and target demographic	0 - 25
4	Quality and durability of equipment	0 - 20
5	Uniqueness of design and equipment proposed	0 - 10
6	Reputation and reliability of manufacturer	0 - 10
7	Overall quality of proposal	0 - 10
Maximum points		100

The proposal deemed most advantageous to the City, all things considered, by the selection committee and a purchase order issued. Unsuccessful suppliers will be notified in writing as soon as possible.

The City of Jackson shall be exempt from any liability for costs incurred by unsuccessful Supplier in the preparation of the proposals.

PRICING FORM

Stella Duncan Park (Bemis Park) \$87,000 to spend Company 1 Company 2 Company 3

- | | | | |
|--------------------------------------|----|--|--|
| 1. Play structure per specifications | \$ | | |
| 2. Play structure per specifications | \$ | | |

Muse Park \$39,000 to spend

- | | |
|--------------------------------------|----|
| 1. Play structure per specifications | \$ |
| 2. Play structure per specifications | \$ |

Conger Park \$23,000 to spend

- | | |
|--------------------------------------|----|
| 1. Play structure per specifications | \$ |
| 2. Play structure per specifications | \$ |

ACKNOWLEDGE RECEIPT OF ALL ADDENDA INFORMATION

Addendum I_____

Addendum VI_____

Addendum II_____

Addendum VII_____

Addendum III_____

Addendum VIII_____

Addendum IV_____

Addendum IX_____

Addendum V_____

Addendum X_____

The attached specifications are written merely as a guideline with desired features and not to favor any specific brand or manufacturer.