



19O-ARJP-0221 Table of Contents

Arizona Recreation JP & Sons Mohave

IFB 19O-1121 Joint Venture

Response to IFB 19O-1121

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MOHAVE
COOPERATIVE

**Amendment 1
Invitation for Bid 190-1121
Playground, Splash Pad, Outdoor Fitness and Related Equipment**

Amendment 1 is hereby made part of the solicitation documents and shall be included in all submitted formal sealed bids. Bidders shall formally acknowledge receipt of Amendment 1 by including this page, signing, and dating the following statement:

Amendment 1 is acknowledged by: 

Printed Name and Title: Tim Nolan, Principal

Name of Firm: Arizona Recreation/JP & Sons Mohave IFB 190-1121 Joint Venture

Date: 11/20/2019

Place a signed copy of Amendment 1 after Tab 1b in your formal bid binder.

Note: The published due date and time of November 21, 2019 at 3:00 p.m. (local Arizona time) remains unchanged.

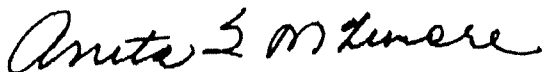
GENERAL INFORMATION:

Reference: Tab 3a, Pricing Information – Price Workbook Instructions and General Term and Condition 12.9 Price workbook.

The price workbook provided in the notification email sent Oct 17, 2019 was titled "19P-1121 Playground workbook.xlsx" instead of the workbook referenced in IFB 190-1121 titled, "190 Playground.xlsx". Use the pricing workbook provided in the notification titled 19P-1121 Playground workbook.xlsx for your bid. The title of the price workbook was the only discrepancy.

All questions regarding Invitation for Bid 190-1121 should be directed to:

Mike Nentwig, CPPB, Contract Specialist I
Email: contracts@mesc.org
Telephone: (928) 718-3203



**Anita S. McLemore, C.P.M.
Executive Director
Mohave Educational Services Cooperative, Inc.**

Publish Date: November 14, 2019

**Scope of Work
(Place after Tab 1e)**

1. DESCRIPTION

In order to gain economies of scale, Mohave is formally soliciting sources for playground, splash pad, outdoor fitness, and related equipment as specified within this Invitation for Bid. These products/services are requested for Mohave's statewide membership of approximately 470 public agencies. However, other members may be added during the term of an awarded contract(s). A current list of all members can be found on Mohave's website at www.mesc.org. Contracts, in whole or in part, shall be awarded to bidder, or bidders, for an initial one (1) year term and four (4) potential one-year extensions (contract modification).

The scope of work/services and specifications define the quality and characteristics of the desired materials and application. They are based upon specifications for known acceptable manufacturers, processes, materials and/or brands such as GameTime, Little Tykes, Miracle Recreation Equipment, Co., Landscape Structure, Playworld, Burke, UltraPlay, UltraSite, LA Steelcraft, Raindeck, Expex Watertoys, Water Odyssey, Waterplay, LA Steelcraft, Flexground, Sof'Solutions, Berliner, Kay Park, Murdock, Wabash Valley, Patterson Williams, PW Athletic, American Building Products, Icon Shelters and TriActive America. The specifications are not intended to be exclusive or to restrict competition. Bidders may offer alternate solutions, including alternate manufacturers, which meet the quality and performance characteristics in the specifications. Mohave shall review such bids and be the final judge on the acceptance of any alternate solutions.

- **Arizona Registrar of Contractors License clarification:**
 - Specification 1.1.02 requires an awarded vendor to have and maintain a current Arizona Registrar of Contractors license in order to utilize subcontractors with a similar license. This information was confirmed with the Licensing Department of the Arizona Registrar of Contractors. Bidders shall provide evidence that they have a current license for one of the following classifications: A, B-1, B-2, CR-5 (playground equipment only), C-21 (used for splash pads) or C-37 (for major plumbing associated with splash pads). Or your firm is in the process of being awarded a license by the Arizona Registrar of Contractors.
 - Those bidders submitting a material only bid shall certify by taking exception to Specification 1.1.02 and providing a clear explanation for the exception, per the instructions found in the *Scope of Work and Specifications Acceptance Form*.
 - Bidders that are in the process of applying for a contractor's license, shall provide in Tab 2b a copy of the Arizona Registrar of Contractors application receipt with pending number included. An awarded contract will be contingent on successful award of an identified Arizona Registrar of Contractors License.
- **Equipment and Service Not Requested: The following equipment and services are currently being offered by other Mohave contracts and shall not be offered under IFB 190-1121:**
 - Engineering services.
 - Stand-alone fabric shade structures.
 - Permanent bleachers or bleachers with 6 rows or more and exceeding 90 seating positions.
 - Indoor sports equipment and accessories including, but not limited to: balls, rackets, nets and scoreboards.

Five contract vendors hold Mohave's current contract for the specified products and services. Activity under the contracts from 2/20/15 including year to date activity is \$26,248,124. This information is provided as an aid to contract vendors in preparing bids only. It is not to be considered a guarantee of volume under an awarded contract. The discount and pricing schedule shall apply regardless of the volume of business under the contract

**Scope of Work
(Place after Tab 1e)**

2. ESTIMATED TIMELINE OF EVENTS

Mohave has developed the following estimated timeline of events related to this formal solicitation. All dates are subject to change as required and at the sole discretion of Mohave.

EVENT	ESTIMATED DATE
Invitation for Bid Issued	October 16, 2019
Pre-bid Conference Held	Wednesday, October 30, 2019 at 10:00 a.m. (local AZ time) Pre-bid conference will be held using <i>WebEx</i> telephone conferencing. Please contact Mohave for reservation details.
Deadline for Questions	Thursday, November 14, 2019 at 5:00 p.m. (local AZ time)
Published IFB Due Date and Time	Thursday, November 21, 2019 at 3:00 p.m. (local AZ time) 625 East Beale Street, Kingman, AZ 86401
Public Opening of Bids	Thursday, November 21, 2019 at 3:00 p.m. (local AZ time)
Notice of Intent to Award (<i>estimated date only</i>)	January 15, 2020 NOTE: Notification will be sent by email to all awardee(s) and non awardee(s) on or before this date.
Execution of Contract(s) (<i>estimated date only</i>)	February 21, 2020

3. SUBMISSION OF BIDS

- 3.1.** Bids should provide straightforward, concise information that satisfies the requirements. Expensive bindings and/or color displays are not necessary. Emphasis should be placed on conformity to the specifications and terms and conditions, as well as the completeness and clarity of the submittal content.
- 3.2.** The bidder must submit a bid following information detailed in the *Instructions to Bidder and Checklist Form*.
- 3.3.** A bid submitted in response to this solicitation shall be valid and irrevocable for one hundred twenty (120) days after specified due date and time.

4. CONTRACT TYPE

The term contract shall be a percent of discount off manufacturer's price list or catalog, fixed price, or a combination of both with indefinite quantities.

**Scope of Work
(Place after Tab 1e)**

5. AWARD CRITERIA

Award(s) shall be made to the lowest responsive and responsible bidder(s) whose bid(s) conform in all material respects to the requirements and evaluation criteria below:

1) Pricing Information: Paper copy of summary section worksheets, two (2) electronic copies of the entire workbook, price schedules, additional requested price information, market basket pricing data (in paper and electronic format), pricing methodology, volume discount information, quick pay discount information, Pcard acceptance information, mobilization, travel description, and bond methodology description;

2) Bid and Acceptance, Terms and Conditions, Scope of Work and Specification Documents, Bid Bond, Bonding Capacity: *Bid and Acceptance Form, Confidential/Proprietary Submittal Form*, amendments (if any), *General and Special Terms and Conditions Acceptance Forms, Standard Terms and Conditions for Construction Acceptance Form*, Scope of Work, Specifications with exceptions/deviations noted, *Scope of Work and Specifications Acceptance Form*, original bid bond/alternate bid security, current single job and aggregate bonding capacity information, *Anti-Lobbying Certificate Form* and *U.S. Department of Agriculture Form AD-1048*;

3) Primary Vendor Information: Complete response to the Method of Approach and Qualification and Experience pages, evidence of current Arizona contractor's license, references (past performance information), certificate of insurance, financial information;

4) Supporting Contract Documents: Completed supporting contract documents, support and maintenance information, sample supplemental or end-user agreements, extended warranty or maintenance service plan information;

5) Additional Information: *Instructions to Bidder and Checklist Form*, descriptive literature, slicks and any other supporting printed data.

References and definitions used for specifications: (acronyms used in the solicitation are noted in bold font below):

American Concrete Institute (**ACI**): www.concrete.org

American with Disabilities Act (**ADA**): www.ada.gov

ASTM International (**ASTM**): www.astm.org

American National Standards Institute (**ANSI**): www.ansi.org

Consumer Product Safety Commission (**CPSC**): www.cpsc.gov

Forest Stewardship Council (**FSC**): us.fsc.org

International Play Equipment Manufacturers Association (**IPEMA**): www.ipema.com

International Organization for Standardization (**ISO**): www.iso.org

Maricopa Association of Governments (**MAG**): www.azmag.gov/Programs/Public-Works/Specifications-and-Details

Pima Association of Governments (**PAG**) apps.pagnet.org/standardspecifications/

International Building Codes (**IBC**): www.iccsafe.org

U.S. Green Building Council (**LEED**): new.usgbc.org

**Specifications
(Place after Tab 1e)**

SPECIFICATIONS

Purpose of specifications: Specifications are designed to enable bidder to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, part of a standard, or independent of a standard. No specification is intended to limit competition by eliminating items capable of satisfactorily meeting the requirements of the procurement. If bidder believes a specification is unnecessarily restrictive, bidder must notify Mohave prior to specified bid due date and time.

Partial bids: Mohave will consider partial bids for award of a contract.

Use of brand names: Brand names, trade names, model numbers, and/or catalog numbers may be used to describe the standard of quality, performance, and other characteristics needed to meet member requirements. Use of the name of a manufacturer, brand, make or catalog number is not intended to limit or restrict competition, nor does it restrict bidder from the submission of equivalent brands. However, Mohave reserves the right to decide whether alternatives are equivalent to the materials and equipment described in the solicitation. Mohave shall be the sole judge of equivalent quality, and Mohave's decision shall be final.

Compliance with specifications: Bidders shall offer products, materials, processes, or services they believe come closest to meeting specifications. The fact that a manufacturer, supplier or bidder chooses not to produce or provide product, material, process, or services to meet the specifications shall not be considered sufficient cause to adjudge the specifications as restrictive.

Deviations from specifications: Bidders will respond to each numbered specification by checking the appropriate "Comply" or "Deviate" box. "No Bid" items shall be marked as such in the appropriate "Deviate" box. Your exceptions/deviations must be clearly explained. Reference the specification that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly explain how the exceptions/deviations meet or exceed specifications. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final. Details for exceptions/deviations shall be listed by specification number on the *Scope of Work and Specifications Acceptance Form*.

Specifications		Comply	Deviate*
1.1	General Requirements		
1.1.01	Contract vendor shall provide playground equipment, splash pad, outdoor fitness, outdoor sports, dog park equipment, site furnishings, related equipment, safety surfaces, fall protection materials, replacement parts and custom replacement parts.		✓ No Bid on splash pads
1.1.02	<i>Contract vendor shall have and maintain, through the life of an awarded contract, one or more of the following Arizona contractor's licenses from the Arizona Registrar of Contractors: A, B-1, B-2, CR-5 (playground equipment only), C-21 (used for splash pads) or C-37 (major plumbing associated with splash pads. Provide copy(ies) of Arizona Registrar of Contractors license(s) after Tab 2b (See Primary Vendor Information – Qualifications and Experience, Question 6.</i>	✓	
1.1.03	Bidders that are in the license application process shall provide evidence on application. An awarded contract will be contingent on a successful award of a, B-1, B-2 or CR-5 (playground equipment only) license(s). Provide a copy of the Arizona Registrar of Contractors application receipt with pending number after Tab 2b (See Primary Vendor Information – Qualifications and Experience, Question 6).	✓	
1.1.04	Bidders submitting a material only bid shall indicate a deviation to specification 1.1.02 and provide a clear explanation, per the instructions found in the <i>Scope of Work and Specifications Acceptance Form</i> , confirming that the bid is for materials only and that no installation services will be provided through an awarded contract.	✓	

**Specifications
(Place after Tab 1e)**

1.1.05	All products, equipment, materials and safety surfaces shall comply with all the current applicable ADA, ANSI, ASTM, CPSC, FSC, LEED, ISO and IPEMA standards.	✓	
1.1.06	Contract vendor shall assist member in selecting appropriate materials for play structures, independent play, and site furnishings. Contract vendor shall use at a minimum the recommendations from the current CPSC Public Playground Safety Handbook.	✓	
1.1.07	All work completed and materials used in Maricopa or Pima Counties shall conform to the current applicable standards, specifications and codes as described in the MAG or PAG regulations. Work completed in all other regions in Arizona shall conform to current applicable standards, specification and codes for those regions.	✓	
1.1.08	Installation of equipment and materials shall be completed by properly trained, qualified and/or certified personnel in strict adherence with manufacturers' instructions; industry standards; and current national, state and local codes.	✓	
1.1.09	Installation of equipment and safety surfaces shall utilize current applicable ASTM, ANSI, local, state, federal rules or standards for the type of equipment or safety surface used; if the safety standards are in conflict, the more stringent standards shall apply.	✓	
1.1.10	Custom and pre-designed play structures, independent play equipment and outdoor fitness systems shall be designed in a manner to provide for safe use and avoid conflicts in activities.	✓	
1.1.11	Contract vendor shall provide recommendations and designs for equipment that is to be installed to ensure compliance with the ADA.	✓	
1.1.12	Play structures, independent play equipment and fitness systems shall be installed over appropriate safety surfaces as required by current applicable federal, state or local standards. Safety surfaces shall be of a depth appropriate for the height and type of activity and/or deck.	✓	
1.1.13	Contract vendor shall provide member with drawings and equipment layouts prior to installation; all operational and maintenance manuals shall be provided to the member upon completion of installation.	✓	
1.1.14	Engineered fabric shade structures that are an integrated component of the installed play structure shall be allowed.	✓	
1.2	Site Requirements		
1.2.01	Installation site shall be defined as an area that has an existing structure and/or equipment or an area that is undeveloped.	✓	
1.2.02	Contract vendor shall evaluate the installation site to ensure suitability. Features to evaluate shall include, but not be limited to: topography, soil conditions, vegetation, climate, prevailing wind, drainage, existing equipment and any other factors that may affect installation, use or maintenance of the equipment. The evaluation results shall be provided to the member.	✓	
1.2.03	Installation of equipment shall not be completed over any existing underground utilities or beneath overhead obstacles or power lines.	✓	
1.2.04	The location of underground and overhead utilities, telephone, natural gas, cable and water lines shall be found prior to any installations. Provide pricing in the pricing workbook after Tab 3a.	✓	
1.2.05	Relocation costs associated with any identified obstacles shall be passed on to the member with no additional markup. All costs shall be detailed in the member's quote.	✓	

**Specifications
(Place after Tab 1e)**

1.3	Concrete Requirements		
1.3.01	Contract vendor shall use the volume of concrete that is needed for the footings, site curbing or required flatwork for a total project.	✓	
1.3.02	Sidewalks other than to connect to existing sidewalks or to facilitate compliance with ADA requirements are not allowed.	✓	
1.3.03	All materials and installations performed shall conform to current applicable ASTM, IBC, ACI standards and all other current applicable industry codes, specifications or standards.	✓	
1.4	Edging Materials and Safety Surfaces		
1.4.01	Contract vendor shall provide permanent edging materials to include, but not be limited to: plastic, wood, timber or concrete.	✓	
1.4.02	Edging materials shall be easily installed and not require regular maintenance. Edging shall be free of sharp edges.	✓	
1.4.03	Edging materials shall be able to be installed above or below grade level, and on various types of surfaces. Edging shall include a transition to permit change from a solid safety surface to a loose fill safety surface and be designed with a beveled edge to provide for wheelchair transition onto a solid surface.	✓	
1.4.04	Safety surface materials shall include, but not be limited to: loose-fill rubber mulch, engineered wood fiber, poured in place surfacing, sand, or resilient rubber tile.	✓	
1.4.05	Safety surfaces shall be installed at the proper depths specified in the current ASTM F1292 Standard Specification for Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment.	✓	
1.4.06	Safety surface materials shall meet the current applicable ASTM standards including, but not limited to: size, consistency, purity, and ability to drain.	✓	
1.5	Hardware Requirements		
1.5.01	Primary fasteners shall be socketed and pinned, tamperproof in design, either carbon-steel plated with zinc/nickel and iridescent chromate finish, or stainless steel.	✓	
1.5.02	Fasteners shall include, but not be limited to: hex head, hex-pin limited thread or TORX head driver bolt.	✓	
1.5.03	Hardware is to include a locking patch type material. The material, when allowed an appropriate cure time, shall require a minimum of four times the installation torque to remove the fastener.	✓	
1.5.04	Clamp or direct connect systems shall be cast aluminum alloy, steel or equivalent. Clamps shall fit around and be connected with hinge-pin and bolt or two bolts and shall be secured to the post with a pin or set screw to prevent slippage or connect directly to support posts. Clamp color shall match post color.	✓	
1.6	Play Structure Requirements		
1.6.01	Play structures shall be modular in design and provide for a variety of play and physical fitness activities.	✓	
1.6.02	Components for play structures shall include, but not be limited to: bridges, decks, overhead ladders, spiral climbers, play enclosures, loop ladders, tunnels, transfer points, ramps, roofs, vertical ladders, chinning bars, activity panels, slides, sliding poles, corkscrew climbers, parallel bars, chain walks, ground events, and integrated shade.	✓	

**Specifications
(Place after Tab 1e)**

1.7 Play Structure Component Requirements			
1.7.01	Decks shall be of modular design and manufactured from a single piece of punched or expanded steel.	✓	
1.7.02	Decks of various sizes and shapes shall include, but not be limited to: one-piece square decks, one-piece corner decks, two-piece hex decks, one-piece triangular decks, and include various extensions for each.	✓	
1.7.03	Decks shall have angle steel frames and appropriate supports for strength and durability. Deck frames and supports shall be a welded assembly by certified welders.	✓	
1.7.04	Decks shall be primer coated after assembly. Decks shall have a finish coat of UV stabilized polyvinyl chloride (PVC) or acceptable alternate material.	✓	
1.7.05	Deck coating shall meet or exceed current applicable ASTM standards.	✓	
1.7.06	Roof sizes and shapes shall include, but not be limited to: square, peak, or other shaped roofs; constructed of appropriate materials and be available in a variety of colors and patterns.	✓	
1.7.07	Round and square structural posts shall be constructed of steel or aluminum tubing.	✓	
1.7.08	Posts shall have a powder coat finish and top cap.	✓	
1.7.09	Top caps shall be metal or plastic, mechanically or permanently fastened, and finished to match post color.	✓	
1.7.10	Post lengths shall vary depending upon the intended use and shall extend a safe distance above the deck height.	✓	
1.7.11	Posts shall have a "finish grade marker" positioned on the post identifying the bury line required for correct installation and the top of the protective surfacing.	✓	
1.7.12	Posts shall have a post number sticker for installation purposes.	✓	
1.7.13	Buried posts shall be set in concrete footings at the depth specified by the manufacturer installation specifications.	✓	
1.7.14	Surface mount posts shall be continuously welded to an appropriate surface mount plate and allow for an appropriate layer of protective surfacing.	✓	
1.7.15	If surface mounting is required, a grade surface mount detail shall be supplied. Other types of anchoring for specialty installation shall be available upon request.	✓	
1.7.16	Rails and hand loops shall be manufactured from steel tubing, each end of the rail/hand loop shall have a stainless steel knurled welded insert. Rails, loops and hand loops shall have a powder coat finish. Connection to the posts shall use a bolt bracket assembly.	✓	
1.7.17	Slides shall come in a variety of sizes, styles and configurations.	✓	
1.7.18	Slides shall be available in a variety of materials including, but not limited to: plastic and stainless steel.	✓	
1.7.19	Steps and stairs shall be of materials and construction similar to the decks.	✓	
1.7.20	The rise and run for stairs and steps shall be age appropriate and handrails shall be provided.	✓	
1.7.21	Riser plates shall be provided between decks with 12" or greater rise. Handholds shall be provided for risers of 18" or greater. Risers shall have powder coat finish.	✓	
1.7.22	Transfer points shall allow for transfer from a wheelchair onto a deck. Transfer points shall be of materials and construction similar to the decks.	✓	

**Specifications
(Place after Tab 1e)**

1.7.23	Climbers shall come in a variety of sizes, shapes and types.	✓	
1.7.24	Rail and overhead climbers shall be of welded steel construction with a powder coat finish.	✓	
1.7.25	Cargo net climber construction shall include, but not be limited to: polyester cord with steel reinforcement wrapped around a synthetic fiber or solid nylon core, carbon fiber covered wire rope or PVC coated chain.	✓	
1.7.26	Supports for cargo net climbers shall be powder coated steel or aluminum.	✓	
1.7.27	Bridges and ramps shall come in a variety of sizes, shapes and types.	✓	
1.7.28	Bridges and ramps shall be of materials and construction similar to the decks.	✓	
1.7.29	Ramps and bridges shall have appropriate handrails and hand loops.	✓	
1.7.30	Crawl tubes shall come in a variety of sizes, styles and configurations.	✓	
1.7.31	Crawl tubes shall be available in a variety of materials including, but not limited to polypropylene, polyethylene, or polycarbonate.	✓	
1.7.32	Activity panels shall provide for a variety of play activities including, but not be limited to: tic-tac-toe, steering wheel, clock, color ball, and letter/number panel.	✓	
1.8	Component and Equipment Manufacture Requirements		
1.8.01	Powder coating shall be electrostatically applied polyester that is baked to a hard, smooth and durable finish.	✓	
1.8.02	Powder coating shall meet or exceed current applicable ASTM standards.	✓	
1.8.03	Purified fractional-melt high-density polyethylene shall have all waste and adhesives removed prior to molding or extrusion.	✓	
1.8.04	Multiple-melt flow high or low-density polyethylene shall be purified and contain no oils, waste or adhesives.	✓	
1.8.05	Use of composites of low-density polyethylene and a secondary fiber (such as sawdust) shall not be permitted, unless independent lab studies document that the resulting product is not vulnerable to moisture deterioration, termite damage or failure at low temperatures. Documentation shall be provided to the member upon request.	✓	
1.8.06	Rotationally molded parts shall be molded of a low-density polyethylene that is UV and color stabilized. Wall thickness may vary depending upon use.	✓	
1.8.07	Rotationally molded products shall meet or exceed current applicable ASTM standards.	✓	
1.8.08	High-density polyethylene parts shall be manufactured from material that is compression molded, high-density polyethylene that has been specially formulated for optimum UV stability and color retention.	✓	
1.8.09	Compression molded products and high-density polyethylene parts shall meet or exceed current applicable ASTM standards.	✓	
1.8.10	Metal components shall be free of excess weld and spatter. Parts shall be thoroughly cleaned in a pretreatment with a hot phosphate bath with a non-chrome seal for corrosion resistance, and thoroughly dried.	✓	
1.8.11	All equipment and material color shall be fade resistant.	✓	
1.9	Independent Play Equipment Requirements		
1.9.01	Independent play equipment shall include, but not be limited to: spring riders, diggers, activity panels, climbers, swings, electronic products or slides.	✓	

**Specifications
(Place after Tab 1e)**

1.9.02	Spring riders shall use C - type springs, torsion-powered springs or coil springs.	✓	
1.9.03	Electronic products shall be powered using low-voltage power, battery or self-powered. Products shall be vandal and weather resistant.	✓	
1.10	Fitness and Sports Equipment Requirements		
1.10.01	Outdoor fitness systems shall include, but not be limited to: chinning bar, sit-up bench, climbing wall, overhead climber, leg stretch, push-up bar, parallel bars, balance beam, and vertical ladder.	✓	
1.10.02	Fitness systems shall be independent equipment or multi-station with signs that assist with proper use.	✓	
1.10.03	Fitness systems offered to the member shall be for the appropriate target age group.	✓	
1.10.04	Outdoors sport equipment shall include, but not be limited to: soccer goals, basketball hoops, backboards, volleyball standards, tetherball, baseball backstops, batting cages, football goals posts or foul ball posts.	✓	
1.10.05	Contract vendor shall provide the ancillary equipment and replacement parts for installed equipment to provide for a complete system.	✓	
1.11	Splash Pad Requirements		
1.11.01	Contract vendor shall provide complete splash pad solutions including, but not limited to: new splash pads, updating of existing splash pads, service, repair and maintenance of existing splash pads.		✓ No Bid
1.11.02	Contract vendor shall provide events and options for splash pads that include, but not be limited to: umbrellas, mushrooms, arm, showers, dumping buckets, waterfall buckets, rain sticks, water pillars, misters, spray posts, fire hydrants, water wheels, rain curtains, hoops, arches, water cannons, towers, multiple activity towers, multi-play structures, ground sprayers, puddles, luminaries, and glow effects.		✓ No Bid
1.11.03	Splash pad equipment, nozzles, equipment footings and events shall be constructed of durable, non-corrosive and UV resistant including, but not limited to stainless steel, machined brass and fiberglass.		✓ No Bid
1.11.04	Exposed metal and footings shall be powder coated or painted to with stand extreme climate, moisture and UV exposure.		✓ No Bid
1.11.05	Contract vendor shall work with member to be issued proper permits for construction and hookup into local water system, sanitary sewer system or stormwater sewer system.		✓ No Bid
1.11.06	Splash pads shall use one of the following water management systems: recirculation, flow through or single-pass.		✓ No Bid
1.11.07	Splash pad deck coating shall meet or exceed current applicable federal, state, local or manufacturer standards.		✓ No Bid
1.11.08	Contract vendor shall provide updating services where existing equipment and events are exchanged for different equipment and events.		✓ No Bid
1.11.09	Contract vendor shall provide repair and maintenance services that include, but not be limited to: repair of equipment, repair and/or maintenance of water management equipment, repainting or equipment and events, repair of splash pad deck. Provide pricing in the pricing workbook after Tab 3a.		✓ No Bid

**Specifications
(Place after Tab 1e)**

1.11.10	Contract vendor shall provide splash pad service to include, but not be limited to: service of filtration system, exchange of filters, monitoring and refill of treatment chemicals for closed-looped systems and diagnostic of control panels. Provide pricing in the pricing workbook after Tab 3a.		✓ No Bid
1.12 Additional Equipment and Accessories			
1.12.01	Contract vendor shall provide event/structure signs. Signs shall attach to the play structures, equipment or be freestanding as recommended by manufacturer.	✓	
1.12.02	Sign material shall include, but not be limited to: solid, colorfast, UV stabilized high-density polyethylene or fiberglass-reinforced plastic.	✓	
1.12.03	Freestanding signs shall be mounted on powder coated posts.	✓	
1.12.04	Contract vendor shall provide dog park equipment including, but not limited to: a-frame, doggie crawl tunnel, teeter totter, hoop jump, small dog hoop jump, fixed and adjustable dog bar, agility walk, wall jump, hurdles, adjustable tire jump, weave posts, dog walk planks, dog table, fire hydrant, pet waste station, waste bag dispensers, pet area specific signs and leash post.	✓	
1.12.05	Dog park equipment shall be urine resistant, UV ray resistant, have a pet-friendly thermoplastic coating, and have an anti-slip surface.	✓	
1.12.06	Contract vendor shall provide site furnishing to include, but not be limited to: benches, picnic tables, litter receptacles, cooking grills, or bicycle racks.	✓	
1.12.07	Contract vendor shall provide multiple use water fountains to include, but not be limited to: drinking fountains, bottle fillers, misters, shower towers, foot sprayers, pet showers, and pet fountains.	✓	
1.12.08	Site furnishings with wood components shall use treated pine and or redwood. Other lumber products that provide similar protection against weathering, rot and insects shall be considered.	✓	
1.12.09	Contract vendor shall provide pre-engineered and pre-fabricated shelters to include, but not be limited to: pavilions, shelters, gazebos or ramadas.	✓	
1.12.10	Site furnishings, shelters, and pavilions shall be installed with appropriate safe play and encroachment zones when placed in the same area as playground equipment.	✓	
1.12.11	Contract vendor shall provide portable outdoor bleachers. Bleachers shall not exceed 5 rows or 90 seats.	✓	
1.13 Perimeter Fencing Requirements			
1.13.01	Contract vendor may provide perimeter fencing. Installations shall only be allowed as part of a complete project for construction of new and reconstruction of existing playground structures, splash pads and related equipment. Provide pricing in the pricing workbook after Tab 3a.		✓ Temporary fence around work area only. No permanent fence offered.
1.13.02	Perimeter fencing shall be installed as specified in drawings or plans and as approved by member.	✓	
1.13.03	All installations shall be in compliance with manufacturer's recommendations and meet current applicable federal, state, and local building codes.	✓	
1.13.04	Stand-alone repairs and alterations of existing perimeter fencing is not requested and shall not be allowed under an awarded contract.	✓	

***Exceptions/deviations must be listed on the *Scope of Work and Specifications Acceptance Form*. List the specification number for each exception/deviation.**

**Scope of Work and Specifications Acceptance Form
(Place after Tab 1e)**

Signature on page 2 certifies complete acceptance of the Scope of Work and Specifications in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Scope of Work and Specifications:

- We take no exceptions/deviations to the Scope of Work and Specifications.**

(Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)

- We take the following exceptions/deviations to the Scope of Work and Specifications. All exceptions/deviations shall be clearly explained. Reference the corresponding Scope of Work or Specifications that you are taking exceptions/deviations to. Provide details on your exceptions/deviations below:**

(Note: All requested exceptions/deviations must be clearly explained. Reference the specific language that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly explain how the exceptions/deviations meet or exceed Scope of Work and Specifications. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.)

1.1.01 Arizona Recreation/JP & Sons Mohave IFB 190-1121 Joint Venture is not bidding any of the splash pad portion of the contract as we do not represent any splash pad manufacturers.

1.11 (1.11.01 - 1.11.10) Arizona Recreation/JP & Sons Mohave IFB 190-1121 Joint Venture is not bidding any of the splash pad portion of the contract.

1.13.01 Arizona Recreation/JP & Sons Mohave IFB 190-1121 Joint Venture is not offering permanent fencing solutions, however, temporary fence can be supplied around work areas.

**Anti-Lobbying Certification Form
(Place after Tab 1g)**

ANTI-LOBBYING CERTIFICATION

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

In accordance with the Byrd Anti-Lobbying Amendment 31 U.S. Code § 1352, CFR § 200.450 and Federal Acquisition Regulation 52.203-11:

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.


(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer in accordance with its instructions; and
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subcontract awards at all tiers and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S. Code § 1352. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Arizona Recreation/JP & Sons Mohave IFB 190-1121 Joint Venture

(Firm Name)


(Signature)

Tim Nolan

(Print Name)

Principal

(Print Title)

11/20/2019

(Date Certified)

**U.S. Department of Agriculture Form AD-1048
(Place after Tab 1h)**

UNITED STATES DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

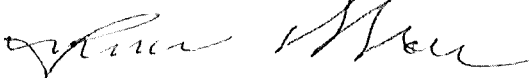
(Read Instructions On Page Two (IFB Page 19) Before Completing Certification)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Arizona Recreation/JP & Sons Mohave IFB 190-1121 Joint Venture
Organization Name

MESC IFB 190-1121
PR/Award Number or Project Name

Tim Nolan, Principal
Name(s) and Title(s) of Authorized Representative(s)


Signature(s)

11/20/2019
Date

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

U.S. Department of Agriculture Form AD-1048
(Place after Tab 1h)

Instructions for Certification (for Form AD-1048)

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 (IFB page 18) in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Primary Vendor Information
Method of Approach
(Place after Tab 2a)**

Bidder shall respond to each item below. The information will be used to assist Mohave in evaluating the method of approach that a bidder would take regarding specific issues under an awarded contract. Do not use "boilerplate" answers. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your bid being considered nonresponsive.

1. Bidder shall provide a project plan that describes how the bidder intends to implement the plan. This information shall include, but not be limited to:
 - a. Account team structure (for a Mohave contract) and role which includes, but is not limited to description of sales contact process, account team support, and periodic account review processes;
 - b. Communication process with Mohave and its members;
 - c. Standard delivery time for products/services after receipt of purchase order;
 - d. Member Training (initial and ongoing);
 - e. Specific value-added services that may benefit members;
 - f. Indicate how you will ensure your sales staff does not sell products or services that are not on contract; and
 - g. Are there any limitations to the types of members that you will provide services to? If so, indicate what those limitations are.

RESPONSE IS PROVIDED ON FOLLOWING PAGE (PAGE 21-22)

2. Mohave is established to offer a cooperative purchasing program, which can be accomplished more efficiently and economically as a multi-entity operation.

Efficiency and economy can be established through reduced bidding effort for members and vendors, management of a single contract, fewer price schedules to maintain, fewer contact persons, and using Mohave as an extension of members' purchasing departments. Additionally, it is Mohave's assertion that a statewide contract available to approximately 450 public agencies results in economies of scale and lower prices than those received by bidding individual contracts, especially, but not limited to small member agencies.

Will a contract based upon your bid result in the efficiencies and economies described above?

Yes X No

If no, what efficiencies and economies would members receive from a contract based on your bid?

3. Do you anticipate using subcontractors for any portion of a project and/or for remote projects under an awarded contract?

Yes X No

(Note: If you indicated "No", then the use of subcontractors under an awarded contract will not be allowed.)

If "Yes" to Question #3, describe how you would use subcontractors to accomplish the work. Indicate if local subcontractors would be used. What is the maximum amount of work you would subcontract to complete a job?

Local subcontractors will be used as applicable. Subcontractors are supervised. Dollar amounts vary per contract.

**Primary Vendor Information
Method of Approach
(Place after Tab 2a)**

RESPONSE TO Method of Approach Question 1.:

a. Tim Nolan, President of Arizona Recreation Design and Principal of Arizona Recreation/JP & Sons Mohave IFB 190-1121 Joint Venture, manages the design of all park, play and recreational projects sold by the company and also acts as a Sales Consultant. Tim will be the primary contact for this Mohave contract.

Arizona Recreation Design has three (3) additional Sales Consultants available to help provide playground and recreational solutions for members. Jeff Johnson, Dean Swingle, & Lindsay Nolan will work directly with members to provide products and services that meet their needs. Sales Consultants are generally the members' first point of contact.

Staci Burbridge is the Office Manager at Arizona Recreation Design and acts as the company's Mohave Contract Administrator. Staci provides quote review to Sales Consultants to ensure compliance with Mohave contract pricing. She also verifies all purchase orders received against the Sales Consultant's quote and Mohave contract pricing. Staci invoices and receives payments for all sales made under the Mohave contract. She also performs monthly contract reconciliations, as required, and reports to Mohave following the contract-specified timeline. Staci will respond to any and all audit requests from Mohave as well as submit contract amendment requests on behalf of Arizona Recreation Design.

Jocelyn Ripley, Office Administrator, is an experienced customer service representative and will assist with all aspects of the order process. She may reach out to customers on behalf of the Sales Consultant. She also works directly with all vendors to ensure accurate ordering and prompt delivery of products and services.

Donna Friedman is the designer in charge of all design review plus ADA and IPEMA (ASTM & CPSC) compliance for each design.

JP & Sons Contracting, Inc. is responsible for management and operation of installation services for Arizona Recreation/JP & Sons Mohave IFB 190-1121 Joint Venture. See attached overview and experience letter for details.

b. All communications from Mohave should be directed to Tim Nolan at tim@arizonarec.com or 480-788-3177. Mohave members can reach Arizona Recreation Design by reaching out directly to a Sales Consultant, calling the office at 480-788-3177, or emailing tim@arizonarec.com. Arizona Recreation/JP & Sons Mohave IFB 190-1121 Joint Venture makes every effort to return calls and emails within one (1) business day.

c. Standard delivery times average approximately 8-10 weeks. Delivery times can vary depending on the specific vendor's current backlog. Approximate lead times will be provided to members along with their price quote.

d. Arizona Recreation/JP & Sons Mohave IFB 190-1121 Joint Venture will provide training to members on an as needed basis.

e. Value Added Services:

- LEED (Leadership in Energy and Environmental Design) Points. Each new Little Tikes Commercial Play Structure can earn LEED Points towards certification.
- Financing is available through a partnership between Little Tikes Commercial and Marlin Capital Solutions. This is a great option for members who would like to install a playground now and pay for it over time.
- Little Tikes is partnered with Unlimited Play, a non-profit organization that can provide Mohave members with design & development, community outreach, training & workshops, plus programs to help fund & build a fully inclusive playground.

Primary Vendor Information
Method of Approach
(Place after Tab 2a)

- Little Tikes Custom Design Studio allows any member to design and build any themed play area or designation playground they can dream. Any playground can become a wonderland with the help of this unique studio.
- Two (2) times per calendar year Little Tikes Commercial holds a playground sale that will provide members with extreme savings on new and popular products. As sales catalogs become available, they will be forwarded to Mohave to extend these promotions to all members for the limited time of the promotion.

f. Arizona Recreation/JP & Sons Mohave IFB 190-1121 Joint Venture will ensure sales staff does not sell products or services that are not included in this contract by:

- Providing copies of Mohave-approved pricelists to all Sales Consultants and Office Staff.
- Sales Consultants send quote copies to Contract Administrator for comparison against Mohave-approved pricelists. Discrepancies are outlined for the Sales Consultant to issue a new quote with corrections or the quote is approved as submitted.
- If an order is received that was quoted without being submitted for internal review, the quote and purchase order are compared against Mohave-approved pricelists before processing. Orders that don't comply with contract pricing, or are unclear for any reason, are returned to the Sales Consultant to ensure the project was intended to be quoted under the Mohave contract.
- Documentation is required from the Sales Consultant for any one-off or custom items so the item(s) can be submitted to Mohave for addition to Mohave-approved pricelists.

g. There are no limitations to the types of members that we will provide services to.



18937 E Via Del Verde
Queen Creek, AZ 85142
(480) 987-8885
ROC #281397

Mohave Cooperative

Invitation For Bid 190-1121

Playground, Splash Pad, Outdoor fitness and Related Equipment

November 18, 2019

OVERVIEW

J.P. & Sons Contracting, Inc. is a General Contractor with dual licensing in commercial and residential construction, and specialize in Childcare Center construction, **Playground construction and equipment installation**, tenant improvements, maintenance, and repair. J.P. and Sons has been in business since 1996 and incorporated in 2005. We have many years experience in providing services for Childcare Centers and parks. J.P. and Sons is familiar with Arizona State Licensing Standards, and have worked with several Head Start Programs in Arizona, as well as private Childcare Centers in multiple states. We pride ourselves in providing excellent customer service, and completing quality projects, while working around each projects time frame. J.P. and Sons works weekdays, evenings, weekends, and holidays to ensure as little disruption to your project as possible. We will work within your time frame. J.P. and Sons has a National Recreation and Parks Certified Playground Safety Inspectors on staff, and we are NPCAI Certified Recreation Specialist, and LSCI Certified Installers. We follow all ASTM standards for playgrounds and centers. To date our project and customer satisfaction has been outstanding.

REFERENCES

1. COMPANY NAME: The Learning Care Group
ADDRESS: 21333 Haggerty Road #300, Novi, MI 48375
CONTACT PERSON: Bob Fiscus
TELEPHONE: 714-720-5249

E-MAIL ADDRESS: rfiscus@learningcaregroup.com

2. COMPANY NAME: KinderCare Education LLC
ADDRESS: 6050 N Holiday Street, #1400, Portland, OR 97232
CONTACT PERSON: Andi Vaughn
TELEPHONE: 214-207-7641
E-MAIL ADDRESS: avaughn@kc-education.com
3. COMPANY NAME: City of Phoenix – Head Start Program
ADDRESS: 200 W Washington Street, 17th Floor, Phoenix, AZ 85003
CONTACT PERSON: Lisa Eversole
TELEPHONE: 602-262-6658
E-MAIL ADDRESS: lisa.eversole@phoenix.gov
4. COMPANY NAME: Holiday Retirement
ADDRESS: PO Box 5279, Portland, OR 97208-5279
CONTACT PERSON: Deigv Sprouse
TELEPHONE: 503-302-8395
E-MAIL ADDRESS: deiqv.sprouse@holidaytouch.com
5. COMPANY NAME: Solstice Senior Living
ADDRESS: 2333 State St. Suite 300, Carlsbad, CA 92008
CONTACT PERSON: Dennis Giusto
TELEPHONE: 503-936-9110
E-MAIL ADDRESS: dgiusto@solsticeseniorliving.com

CUSTOMERS

J.P. and Sons Contracting, Inc. has developed many customer relationships over our many years of experience. We have worked for the City of Phoenix Head Start Program, as well as having served as a sub-contractor for the Maricopa County Head Start Program. We currently have long term maintenance and repair contracts with Tutor Time, La Petite Academy, Child Time, and Kindercare. We work with private Childcare Center's and Retirement Homes as well.

WORK SAMPLES

Samples of our work may be viewed at <https://jpandsonsinc.com/>

WORK TIMELINE

J.P. and Sons Contracting, Inc. is available to begin work on Projects as soon as projects become available.

**Primary Vendor Information
Method of Approach
(Place after Tab 2a)**

4. Indicate if your bid is regional or statewide: Regional _____ Statewide X

If you are providing a regional or county specific bid, that bid shall cover all members within that region or county.

Regardless if your firm is providing statewide or regional/county services, complete the chart below to include the following:

- a. In the past three years, what percent of your Arizona business do you estimate was in each geographical area identified below?
- b. Indicate which area(s) of the state that you will provide services under an awarded contract.
- c. If you are awarded a contract with Mohave, which area(s) of the state will your sales force target?

Counties	a: Percentage of Business	b: Area(s) You Will Provide Services In	c: Area(s) Sales Force Will Target
Apache		✓	✓
Cochise		✓	✓
Coconino	2%	✓	✓
Gila		✓	✓
Graham		✓	✓
Greenlee	2%	✓	✓
La Paz		✓	✓
Maricopa	60%	✓	✓
Mohave	4%	✓	✓
Navajo		✓	✓
Pima	15%	✓	✓
Pinal	5%	✓	✓
Santa Cruz		✓	✓
Yavapai	8%	✓	✓
Yuma	4%	✓	✓

**Primary Vendor Information
Qualifications and Experience
(Place after Tab 2b, 2d & 2e – As Noted Below)**

Bidder shall respond to each item below. The information will be used to assist Mohave in evaluating the qualifications and experience of the bidder. Do not use "boilerplate" answers. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your bid being considered nonresponsive.

1. **Place after Tab 2b:** Prepare a summary of your firm, explaining the qualifications and experience necessary to provide the products/services in this solicitation as follows:
 - A short narrative description of what you are offering for this contract.
 - A *brief* history of your company that includes length of time in business, how long your company has provided the products/services you are bidding, and your firm's philosophy of doing business.
 - Provide written verification if bidder has recently purchased an established business or has proof of prior success in this business or a closely related business.

Arizona Recreation Design, Inc. is a committed provider of recreational, park, play, and athletic equipment for designated spaces that enrich the quality of play that inspires children while remaining respectful to the environment. We offer playground equipment from the largest playground equipment manufacturer in the world that is 100% IPEMA certified, along with complimentary products and services such as various types of safety surfacing, tensioned fabric integrated shade structures, steel shelters, site furniture & amenities from eight (8) manufacturers, bleachers & sports goals from several suppliers, plus we can provide water fountains, misters, & sprayers. We have in-house design staff that can provide a variety of 2D & 3D color renderings and images in just hours.

Arizona Recreation Design has been in business since 2010. Our business model is simple, "We Say What We Do and Do What We Say". Our goal is to help you design recreation concepts that will result in the most thoughtful commercial play area while incorporating budgets, accessibility, aesthetics, age appropriateness, safety, and most important - built to last for generations.

Tim Nolan, President of Arizona Recreation Design, has dedicated over 25 years to designing and building commercial play areas in thousands of applications, from parks to military bases and everything in between. We have earned the reputation for professional designs that include thoughtful, creative solutions for today's challenges while remaining disciplined to the integrity of industry standards.

Arizona Recreation Design has worked with the top manufacturers in the industry since starting business in 2010. We are proud to state that the majority of our equipment is made in America and certified to the highest standards in our industry. We are confident with the partnerships that allow us to provide our customers with the most innovative and structurally tested products available to our industry. Industry-leading manufacturers who we partner with include Little Tikes Commercial, FlexGround, Dynamo Playgrounds, Coverworx, Bison, Jaypro, Premier Polysteel, Thomas Steele, MadRax, Superior Recreational Products Site Amenities (formerly Webcoat), Recycle Design, Kay Park, Zeager Bros., Turf & Sport, and Most Dependable Fountains.

We evaluate every project for the specific requirements & overall scope of work, and design to those individual specifications. We also offer supporting products to complete your outdoor recreation environment including integrated shade systems, protective surfacing, ramadas/shelters, site amenities, and outdoor sports & athletic equipment for all ages.

We pride ourselves on our unsurpassed customer service. Unlike many other companies, the service doesn't stop when we secure the sale. Your consultant is your "Project Manager". They follow every aspect of your project from start to finish. There is no passing your service around between departments. Once you work with Arizona Recreation Design you will never go anywhere else. To us, every job is a "custom project" and not a one size fits all application.

Arizona Recreation Design is partnered with JP & Sons Contracting to provide installation and service for our products. JP & Sons has been in business since 1996 and they have many years' experience in providing services to childcare centers and parks. JP & Sons' team prides themselves in providing excellent customer service along with quality installations. JP & Sons has a NRPA Certified Playground Safety Inspector on staff and follow ASTM standards for installations.

**Primary Vendor Information
Qualifications and Experience
(Place after Tab 2b, 2d & 2e – As Noted Below)**

2. **Place after Tab 2b:** Indicate if any of the products you are offering received any awards or nominations for excellence. Indicate how the products offered in the bid meet applicable industry standards. List applicable awards and/or standards.

All play equipment sold is IPEMA certified to ASTM F1487-17 by the manufacturer. All playground safety surfacing is IPEMA certified to ASTM F1292-18 (and F2075-15, where applicable). Our experienced Sales Consultants and CPSI certified design team are fully trained on ADA requirements to ensure all play structures comply with current requirements. Additionally, we have NRPA-trained Certified Playground Safety Inspectors that can audit play equipment for compliance with CPSC and ASTM.

3. **Place after Tab 2b:** Identify any past or pending litigation or mediation involving products or services your firm has provided within the last five (5) years.

Neither Arizona Recreation Design nor JP & Sons Contracting have any past or pending litigation or mediation involving products or services our firms have provided.

4. **Place after Tab 2b:** Indicate if your firm would qualify as a small or minority owned business. To qualify for ownership as a minority owned business, at least 51% of the firm's ownership must be held by a person, or persons, of a particular group (e.g., Woman owned, Hispanic owned, Native American owned). Proof of ownership is evidenced by the transaction privilege tax license or business privilege license for sole proprietorship; business privilege license **and** written partnership agreement for partnerships; or the Articles of Incorporation, Corporate By-laws **and** stock certificates for corporations.

NOTE: Businesses have equal opportunity to sign up as a prospective bidder on Mohave's website. If small or minority owned businesses were signed up for a category selected for this solicitation, then they are included in the solicitation notification email list. The information on small and minority owned business are for informational purposes only and shall not be a factor in the evaluation. Mohave cannot ensure that affirmative steps have been used to assure small and minority owned businesses are awarded contracts, as funding sources of our members vary.

Arizona Recreation Design is a small business but does not hold any small business certifications. JP & Sons Contracting is not a small business.

5. An online survey has been created to allow for the collection of reference information from Arizona public agencies where you have successfully accomplished work/sold products and services in the past five (5) years, for specific products/services similar to this solicitation. Provide the following link to Arizona public agencies who can provide reference information for your firm:
<https://www.surveymonkey.com/r/1901121>

The above survey is now active, and will remain active until the due date and time for this solicitation. It is recommended that you send this link to as many Arizona public agencies as you determine to be appropriate, in order to ensure that Mohave receives a minimum of three (3) completed surveys.

If you cannot provide the link to three (3) Arizona public agencies, provide the link to other public agencies not located in Arizona. If you cannot provide the link to public agencies, do so with private business entities.

Provide a list of Arizona public agencies, other public agencies or private business entities you have provided the link to:

City of Tempe Parks & Recreation

City of Tucson Parks & Recreation

Paradise Valley Unified School District

Pendergast School District

Alhambra School District

Maricopa County Parks & Recreation

NACOG Head Start

Isaac School District

6. **Place after Tab 2b:** Provide copy(ies) of current Arizona Registrar of Contractors license(s) A, B-1, B-2, CR-5 (Playgrounds Only), C-21 (used for Splash Pads) and C-37 (for Major Plumbing associated with Splash pads) held by your company (Specification 1.1.02 requirement). If applicable, provide a copy of the Arizona Registrar of Contractors application receipt with pending number (Specification 1.1.03 requirement).

**Primary Vendor Information
Qualifications and Experience
(Place after Tab 2b, 2d & 2e – As Noted Below)**

7. **Place after Tab 2d:** Provide a current letter from your financial institution indicating the range of credit available to your firm, (e.g., "credit in the low nine figures" or "credit line exceeding five figures"). Provide a current letter from your financial institution and/or officers of major suppliers, indicating confidence in your firm's stability and payment history. *These letters will only be used to evaluate bids and will not be made available to the public.*

Bidders may submit current audited annual financial reports in lieu of letters from financial institutions. However, the annual financial reports must provide essentially the same information as requested from the letters. Bidders are encouraged to highlight the requested information in any audited annual financial report submitted in response to this solicitation. All financial information will be kept confidential.

**Primary Vendor Information
Qualifications and Experience
(Place after Tab 2b, 2d & 2e – As Noted Below)**

8. **Place after Tab 2e:** Provide information describing if your firm is a manufacturer or dealer, only complete and provide the information pertaining to the type of distribution channel your firm provides.
- a. Which best describes your firm's distribution channel?
____ Manufacturer; X Authorized Dealer of multiple manufacturers
 - b. If you are a manufacturer, how will you provide installation and other services offered?
____ Directly; _____ Through contracted dealer or installation service.
 - 1) If your firm provides services directly (e.g. sales, service, delivery and installation) please provide a detailed description of the types of services and how these services will be provided if awarded a contract.
 - 2) If a manufacturer, provide a list of authorized dealers or installer that would be used if awarded a contract.
 - c. If a dealer, provide a list of your main product lines sold within the last 24 months.

Little Tikes Commercial Play Equipment, Dynamo Playgrounds, Shade N Net, Coverworx, FlexGround, WoodCarpet, Turf & Sport, Superior Recreational Products Site Amenities (formerly Webcoat), Thomas Steele, MadRax, Premier Polysteel, Recycle Design, Kay Park, Most Dependable Fountains, Bison, and Jaypro Sports.

9. **Place after Tab 2e:** If a dealer, provide a current manufacturer's authorization/dealer letters for each manufacturer you are offering.

The following information should be on each manufacturer's letter:

- Manufacturer's name on their company letterhead with contact information of the manufacturer, including corporate address, phone number, and fax number.
- Recent date.
- Specific information detailing whether the entire manufacturer's product line is being offered for this IFB, or if only a portion or specific product lines have been authorized.
- The level or tier for the dealership. Provide details of what that level or tier entails, including what the level/tier allows the dealer to do as representative of the manufacturer.
- Information confirming if dealer is authorized to perform specific services for the manufacturer (e.g. installation services, warranty service work, and/or maintenance service work).
- Information concerning restrictions on type of sales, if any.
- Information or an indication if manufacturer would be willing to step in to provide sales, warranty work, or installations services if the dealer ceases to be in business?
- Indication if the manufacturer would transfer authorization to another awarded Mohave contract vendor?
- Authorized signature (e.g. manufacturer's corporate officer, regional manager), including contact information for phone, email and fax numbers.

If a manufacturer's letter is not provided with the submitted proposal and pricing, the manufacturer's product line may be removed from consideration at Mohave's discretion

**Pricing Information
Pricing Methodology, Volume Discounts,
Quick Pay Discount and Pcards
(Place after Tab 3b)**

Pricing Methodology Description

- Our pricing methodology is percent of discount off manufacturer's price list or catalog.
- Our pricing methodology is fixed pricing.
- Our pricing methodology is a combination of percent of discount off manufacturer's price list or catalog and fixed pricing.

Provide a description as to how your pricing will be managed under an awarded contract. If you are using fixed pricing, outline any contingencies for economic price adjustments. Mohave shall make the sole determination whether contingencies for economic price adjustments identified in your bid are appropriate under an awarded contract. (See **Basis for Pricing** in the Special Terms and Conditions.)

Arizona Recreation/JP & Sons Mohave IFB 190-1121 Joint Venture's pricing methodology is mixed. Percent of discount off manufacturer's price list is used for catalog product sales. Fixed pricing applies to specific products and services as listed on our Product and Services Price List.

We will manage pricing by providing Mohave with updated price lists when they are distributed by our manufacturers. Price updates will generally occur annually at the beginning of the calendar year, with the exception of market-related increases, which may be implemented at manufacturer's discretion. New price lists will not be utilized until approved by Mohave.

Volume Discount Description

Provide a description as to how your volume discount (if offered) will be managed under an awarded contract.

N/A

Quick Pay Discount

Will you offer members a quick pay discount if payment is made within 10 or 20 days?

Yes _____ No X If yes, what is the discount for 10 days? _____ 20 days? _____

Acceptance of Pcards for Payment

Will you accept Pcards as a method of payment? Yes X No _____

**Pricing Information
Mobilization, Travel Description and
Bond Methodology Description
(Place after Tab 3c)**

Mobilization and Travel Description

If mobilization and/or travel rates are applicable, describe how they are calculated, and when they are necessary, (e.g. 50 miles from origin). Include information regarding what the mobilization and travel rates cover. (See **Pricing: Reimbursement for Transportation, Mileage, Lodging, Meals and Incidental Expenses** in the Special Terms and Conditions.)

Daily mobilization charges are imposed to cover the costs to mobilize crew and work equipment to the job site. *The Full Day Rate for a fully equipped crew, truck, trailer, & tractor is \$2500*
 $\$2500 \times 20\%$ of a day = \$500.00 Mobilization Fee

Additional mobilization charges are imposed per job, based on location:

For areas outside of Maricopa and Pinal Counties including Yavapai, Gila, Graham, Greenlee, Cochise, Santa Cruz, and Pima Counties:

The Full Day Rate for a fully equipped crew, truck, trailer, & tractor is \$2500
 $\$2500 \times 60\%$ of a day = \$1,500.00 Mobilization Fee

For all other areas outside of Maricopa and Pinal Counties including La Paz, Mohave, Coconino, Navajo, Apache and Yuma Counties:

The Full Day Rate for a fully equipped crew, truck, trailer, & tractor is \$2500.
 $\$2500 \times 1$ full day = \$2,500.00 Mobilization Fee

Bond Methodology Description

Provide detailed information explaining the methodology to be used when bonds are applied to projects. Describe in detail the method your surety company requires you to use (e.g., bonds are applied before sales tax is applied, bonds are applied after sales tax is applied). Mohave will use this information to verify that your firm is consistently charging bonds in the same manner under an awarded contract.

Both Arizona Recreation Design, Inc. and JP & Sons Contracting, Inc. are pre-approved for single bonds or aggregate programs up to \$400,000 on any single project. For playground projects we rarely do a single project equal to or greater than that amount, so we have not made applications for more than that amount.

Our bonding companies, Travelers Casualty & Surety Company of America and RLI Insurance Company, are top-rated agencies with dedicated agents to assist with our bonding needs.

Because we are already pre-approved, if we need to provide a bond we simply file a "Fast Track" Bond Application and we will be provided with a bond within a day or two of application date. If we need to post a bond for an amount greater than \$400,000 we would simply file an application with the bonding company in the amount required. This application may take up to a week.

Our experience is that the bond has always been written for the total amount of any given project, so our bonding methodology is applied after sales tax is applied to the total.

Supporting Contract Documents
Firm Information, Order Processing, Individual Contact,
and Customer Support Information
(Place after Tab 4a)

1. Contact information for firm's headquarters:

Physical Address 15825 S 46th Street, Suite 126, Phoenix, AZ 85048

Mail Address, if different PO Box 93398, Phoenix, AZ 85070

Main Phone Number (480) 788-3177

Website arizonarec.com / jpandsonsinc.com

2. Contact information for firm's Arizona branch office:

Physical Address 15825 S 46th Street, Suite 126, Phoenix, AZ 85048

Mail Address, if different PO Box 93398, Phoenix, AZ 85070

Main Phone Number (480) 788-3177

Website, if different _____

Add additional contact information if firm has more than one Arizona branch office.

3. Contact information for purchase orders:

Physical Address 15825 S 46th Street, Suite 126, Phoenix, AZ 85048

Email Address tim@arizonarec.com

Attention of Tim Nolan

4. Payment remittance address PO Box 93398

Attn: Tim Nolan

City Phoenix State AZ Zip 85070

Telephone (invoice questions) (480) 788-3177

5. Provide Arizona Transaction Privilege (sales) Tax License Number: 20577071 (AZ Rec) / 20111791 (JP)

Do you collect city, county and/or other local sales tax in Arizona? Yes X No _____

If yes, please check one:

Our combined state, city, county and/or other local sales tax rate is 8.6% (local rate).

The sales tax rate varies by the location (e.g. ship to rate). Provide additional information below:

Material only sales are charged the local rate for Phoenix. Contracting projects are charged the local rate for the city/county where the project is located.