

**AMENDMENT TO CONTRACT
CITY OF LINCOLN
ANNUAL SUPPLY FOR OUTDOOR RECREATION EQUIPMENT
BID NO. 13-070
SECOND RENEWAL - PRIMARY**

This Amendment is hereby entered into by and between **Fry & Associates, Inc., 101 East 15th Avenue, North Kansas City, MO 64116** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending the Contract dated **May 28, 2013**, under **E. O. No. 086132**, (the "Contract"), for the **Annual Supply for Outdoor Recreation Equipment, Bid No. 13-070** which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is May 28, 2013 through May 27, 2014, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Contract was amended by the City E. O. 087097 on April 10, 2014, to renew the Contract for an additional one (1) year term from May 28, 2014 through May 27, 2015; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning May 28, 2015 through May 27, 2016; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$208,000.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Contract shall be from May 28, 2015 through May 27, 2016.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$208,000.00 without prior approval by the City of Lincoln.
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:

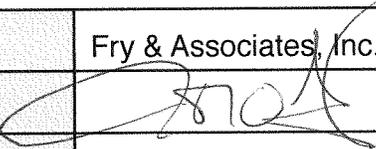
Vendor Signature Page
City of Lincoln Signature Page

Vendor Signature Page

**AMENDMENT TO CONTRACT
CITY OF LINCOLN
ANNUAL SUPPLY FOR OUTDOOR RECREATION EQUIPMENT
BID NO. 13-070
SECOND RENEWAL - SECONDARY**

**Vendor, please sign, date and return within 10 days of receipt.
You must return an original copy of the document.**

Mail to: City/County Purchasing
Attn: Kim
440 So. 8th St., Ste. 200
Lincoln, NE 68508

Company Name:	Fry & Associates, Inc.
By: (Please Sign)	
By: (Please Print)	John O Fry
Title:	President / CEO
Company Address:	101 E 15th Ave North Kansas City, MO 64116
Company Phone & Fax:	816-221-4825 fax 816-221-4831
E-Mail Address:	sales@fryinc.com
Date:	03/13/2015
Contact Person for Orders or Service:	Steve Knippelmeyer Jack Fry
Contact Phone Number:	816-221-4825

City of Lincoln Signature Page

AMENDMENT TO CONTRACT
CITY OF LINCOLN
ANNUAL SUPPLY FOR OUTDOOR RECREATION EQUIPMENT
BID NO. 13-070
SECOND RENEWAL - SECONDARY

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

Judy L. Duber, Deputy
City Clerk



Chris Beutler
Chris Beutler, Mayor

Approved by Executive Order No. 1100100

dated 4-17-15



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

3/10/2015

PRODUCER COOPER INSURANCE SERVICE PO Box 638 Lapel, IN 46051 (765) 534-3152		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED FRY & ASSOCIATES, INC. 101 E. 15TH AVENUE NORTH KANSAS CITY, MO 64116		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: WESTERN HERITAGE INSURANCE	
		INSURER B: TORUS SPECIALTY INSURANCE	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS	
A	Y	GENERAL LIABILITY	SCP1017244	03/01/15	03/01/16	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 1,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						PROFESSIONAL	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		ANYAUTO				BODILY INJURY (Per person)	\$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		ANYAUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
B		EXCESS / UMBRELLA LIABILITY	64048A154ALI	03/01/15	03/01/16	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 1,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RFP FOR OUTDOOR RECREATION EQUIPMENT
 THE CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED WITH RESPECT GENERAL LIABILITY

CERTIFICATE HOLDER

CITY OF LINCOLN
 ATTN: PURCHASING DIVISION
 440 SO. 8TH ST., SUITE 200
 LINCOLN, NE 68508

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR OUTDOOR RECREATION EQUIPMENT
BID NO. 13-070
FIRST RENEWAL - PRIMARY**

This Amendment is hereby entered into on this ____ day of _____, 2014 by and between **Fry & Associates, Inc., 101 East 15th Avenue, North Kansas City, MO 64116** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **May 28, 2013**, under **E. O. No. 086132**, (the "Agreement"), for the **Annual Requirements for Outdoor Recreation Equipment, Bid No. 13-070**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **May 28, 2013 through May 27, 2014**, with the option to renew for three (3) additional **one (1) year terms** upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning **May 28, 2014 through May 27, 2015**; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed **\$300,000.00** without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from **May 28, 2014 through May 27, 2015**.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed **\$300,000.00** without prior approval by the City of Lincoln.
- 3) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

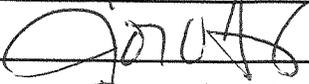
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this <u>10th</u> day
of <u>April</u> 2014
 Chris Beutler, Mayor

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (Please Print)	Foy & Associates, Inc.
By: (Please Sign)	
By: (Please Print)	John D. Foy
Title: (Please Print)	President / CEO
Company Address: (Please Print)	101 E 15th Ave NILL, MO 64116
Company Phone & Fax: (Please Print))	816.221.4825 816.221.4831
E-Mail Address: (Please Print)	Sales@foymc.com
Date: (Please Print)	3/25/2014
Contact Person For: "Orders or Service" (Please Print)	Vonne Oliver Steve Knippelmeyer
Phone Number: (Please Print)	816.221.4825

130400c4

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
Outdoor Recreation Equipment
Bid No. 13-070**

**(Primary Vendor)
Fry & Associates, Inc.
101 East 15th Avenue
North Kansas City, MO 64116
816-221-4825**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2013, by and between Fry & Associates, Inc., 101 East 15th Avenue, North Kansas City, MO 64116 (Primary Vendor), hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing Annual Requirements for Outdoor Recreation Equipment, RFP No. 13-070
and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

City will pay for products/service, according to the Proposal Price Schedule included in with the Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term with the option for three (3) additional one (1) year renewals.

8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement -
 2. Accepted Proposal/Response -
 3. Addendums No. 1, 2 and 3 -
 4. Specifications -
 5. Drawing -
 6. Annual Requirements -
 7. Instructions to Bidders
 8. Insurance Requirements -
 9. Sales Tax Exemption Form 13 -

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

Chris Bassett
Mayor

Approved by Executive No. 086132

dated May 28, 2013

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Margie R. Gray (SEAL)
Secretary

Fry Associates, Inc.
Name of Corporation

161 E 15th Ave, N 2nd, MO 64116
(Address)

By: [Signature]
Duly Authorized Official

President (CEO)
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

PROPOSAL PRICE SCHEDULE
To be filled out and returned with your written proposal

FREIGHT FOR ALL CATEGORIES: All pricing is to be F.O.B. Lincoln (to the site indicated on the order). "Dollar Volume" range offered on "Freight Schedule #A" shall be defined: To one manufacturer, unless otherwise indicated by the Proposer. NOTE: if necessary more than one freight schedule may be offered (attach additional to proposal and indicate terms/conditions).

<u>Dollar Volume Ordered/Manufacturer</u>		<u>FREIGHT SCHEDULE #A</u>		<u>Fr. % Added</u>		<u>FREIGHT SCHEDULE #A APPLIES TO:</u>
Minimum:	\$ 440 to \$ 2,500	Add	25	% to order		WABASH VALLEY/URBANSCAPE
	\$ 2,500 to \$ 5,000	Add	20	% to order		BISON INC.
	\$ 5,000 to \$ 20,000	Add	10	% to order		NATIONAL RECREATION
	\$ 20,000 and Above			FREE FREIGHT		RTP: RAINBOW TURF PRODUCTS
						OTHER MANUFACTURERS

NOTE: See "General Equipment Specifications" & "Sample Equipment Specifications".

1. **CATEGORY I - PLAYGROUND EQUIPMENT** (FREIGHT SCHEDULE #C)
 - 1.1 Manufacturer(s) Proposed: PLAYWORLD SYSTEMS INC.
Discount Offered: List Price - 35 %
 - 1.2 Manufacturer(s) Proposed: PLAYWORLD SYSTEMS INC. - ORIGINS (FREIGHT SCHEDULE #B)
Discount Offered: List Price - 15 %

SAMPLE EQUIPMENT PRICING: (See "Sample Equipment Specifications")

1.2.1	Modular Structure #1:	FOB Lincoln, NE	\$ <u>32,309.55</u>
1.2.2	Modular Structure #2:	FOB Lincoln, NE	\$ <u>14,388.60</u>
1.2.3	Tire Swing Unit:	FOB Lincoln, NE	\$ <u>2,067.81</u>
1.2.4	Free Standing Two Bay, Arch Swing Unit:	FOB Lincoln, NE	\$ <u>2,889.25</u>
1.2.5	Free Standing 6' High 360 Degree Slide Unit:	FOB Lincoln, NE	\$ <u>4,763.46</u>

WARRANTY: SEE ENCLOSED CATALOG AND WARRANTY INFO
SEE ENCLOSED FREIGHT SCHEDULE #C & #B

2. **CATEGORY II - SYNTHETIC SURFACING** (FREIGHT SCHEDULE #C)
 - 2.1 Manufacturer(s) Proposed: ECore International - 2-1/2" Playguard Pigmented Tile-Black
Discount Offered: List Price - 10 %
 - 2.2 Manufacturer(s) Proposed: RTP-Rainbow Turf Products - 50%Color/50% Black
Discount Offered: List Price - 10 %

SAMPLE EQUIPMENT PRICING: (See "Sample Equipment Specifications")

2.2.1	Synthetic Surface # 2.1 (Pre-molded) - FOB Lincoln NE.	Price per square foot = \$ <u>9.30psf</u>
2.2.2	Synthetic Surface of # 2.2 (poured in place):	Price per square foot = \$ <u>12.47psf (installed)</u>
	Prepared acceptable sub-base to be <u>concrete, asphalt or compaction</u>	

WARRANTY: SEE ENCLOSED CATALOGS & WARRANTY INFO
SEE ENCLOSED FREIGHT SCHEDULE #C

3. **CATEGORY III - PARK BENCHES, TRASH RECEPTACLES AND PICNIC TABLES** (FREIGHT SCHEDULE #A)
 - 3.1 Manufacturer: Wabash Valley
Discount Offered: Wabash Valley List Price - 10 %
 - 3.2 Manufacturer: Landscape Forms
Discount Offered: Landscape Forms List Price - N/A %

SAMPLE EQUIPMENT PRICING: (See "Sample Equipment Specifications")

- 3.2.1 Wabash Valley Bench: = \$ 734.63-DELIVERED
- 3.2.2 Wabash Valley Trash Receptacle: = \$ 388.10-DELIVERED
- 3.2.3 Wabash Valley Picnic Table: = \$ 688.25-DELIVERED
- 3.2.4 Landscape Forms Bench: = \$ N/A
- 3.2.5 Landscape Forms Trash Receptacle: \$ N/A

WARRANTY: SEE ENCLOSED CATALOG & WARRANTY INFO
SEE FREIGHT SCHEDULE #A

4. CATEGORY IV - OUTDOOR TEAM SPORTS EQUIPMENT (FREIGHT SCHEDULE #A)

- 4.1 Manufacturer(s) Proposed: Bison Inc.
Discount Offered: List Price - 25 %
- 4.2 Manufacturer(s) Proposed: National Recreation Systems
Discount Offered: List Price - 10 %

SAMPLE EQUIPMENT PRICING: (See "Sample Equipment Specifications")

- 4.2.1 Basketball System: FOB Lincoln NE = \$ 1,029.44
- 4.2.2 Portable Soccer Goal: FOB Lincoln NE = \$ 2,690.63
- 4.2.3 Aluminum Five (5) Row Bleacher: FOB Lincoln NE = \$ 3,048.75

WARRANTY: SEE ENCLOSED CATALOGS & WARRANTY INFO
SEE FREIGHT SCHEDULE #A

5. CATEGORY V - PRE-ENGINEERED SHELTER AND OTHER STRUCTURES (FREIGHT SCHEDULE #B)

- 5.1 Manufacturer(s) Proposed: Poligon@
Discount Offered: List Price - N/A %
- 5.2 Manufacturer(s) Proposed: Classic Recreation
Discount Offered: List Price - 10 %
- 5.3 Manufacturer(s) Proposed: _____
Discount Offered: List Price - _____ %

SAMPLE EQUIPMENT PRICING: (See "Sample Equipment Specifications")

- 5.3.1 20' X 20' Steel Picnic Shelter: FOB Lincoln NE = \$ 12,016.50
- 24' Octagonal Shelter 5.3.2 ~~20' Diameter Round Picnic Shelter~~ FOB Lincoln NE = \$ 13,749.00
- 5.3.3 25 ft. Bridge System: FOB Lincoln NE = \$ N/A

WARRANTY: SEE ENCLOSED CATALOG & WARRANTY INFO
SEE FREIGHT SCHEDULE #B

6. CATEGORY VI - OTHER MANUFACTURERS OFFERED

This proposal response schedule is not designed to be an all-inclusive composite of the outdoor recreation equipment needs for the City; we estimate between 10% - 15% of our needs will not be accommodated by the prices secured in the proposal schedule. We are asking for a List Price minus set discount percentage commitment from interested vendors who wish to provide equipment and services outside of the proposal response schedule set forth herein.

6.1 To provide equipment not listed in the proposal Schedule, I/We extend the City the following offer:
 LIST MINUS 10 %

7.1.1 Will freight charges be applied as per "Schedule #A": xxx Yes No

COMMENTS: _____

7. CATEGORY VII - INSTALLATION SERVICES OFFER

It is standard policy of the City to provide our own labor, equipment and supplies necessary to provide complete usable installations of the outdoor recreation equipment specified herein. However, on occasion we may request the Successful Contractor to provide this service (if available).

8.1 Does your firm offer installation services? xxx Yes No

COMMENTS: _____

7.2 Would you be willing to offer the City a set price schedule on installation work (example: Cost Plus Set % or a flat % of the equipment total) xxx Yes No

EXPLAIN: 40% OF CONTRACT PRICE - \$1500 MINIMUM

8. CATEGORY VIII - CLARIFICATION OF THE OFFER

8.1 The Contractor will provide annotations on each delivery ticket for equipment delivered indicating: 1) individual placing order; 2) order date; 3) delivery location; 4) delivery date; 5) brief synopsis of order; 6) unit price of each item submitted; 7) the total price billed on the order and 8) project location

Do you concur? xx Yes No

8.2 The successful contractor may be requested to coordinate with City Parks & Recreation Dept., to offer assistance in equipment selection (primarily to provide computer generated modular playground equipment design drawings in an electronic CAD file)

Do you concur? xx Yes No

8.3 The equipment proposed meets or exceeds the CPSC and ASTM Playground Safety Guidelines

Do you concur? xx Yes No

8.4 What is your proposed procedure for resolving disputes regarding the following categories?

- 1) Poor or unsatisfactory service;
- 2) Poor or unsatisfactory quality of equipment or work provided;
- 3) Billing disputes

COMMENTS: ON SITE RESOLUTIONS

9. CATEGORY IX - CLARIFICATION OF THE OFFER

9.1 All pricing must remain firm for the first 1 year of the contract, there after prices may be adjusted only once annually. The City requires a 30 day notification of price changes for items featured on the proposal schedule. All price decreases will be automatically passed on to the City.

Do you concur? xx Yes No

9.2 Year One (1). Plus maximum overall increase not to exceed 8 %/yr. Contractor to provide supporting documentation on any proposed increase.

9.3 Year Two (2). Plus maximum overall increase not to exceed 8 %/yr. Contractor to provide supporting documentation on any proposed increase. (See General Terms & Conditions "Option to Extend" and "Escalation/De-escalation")

9.4 Year Three (3) Plus maximum overall increase not to exceed 8 %/yr. Contractor to provide supporting documentation on any proposed increase. (See General Terms & Conditions "Option to Extend" and "Escalation/De-escalation")

9.5 Year Four (4) Plus maximum overall increase not to exceed 8 %/yr. Contractor to provide supporting documentation on any proposed increase. (See General Terms & Conditions "Option to Extend" and "Escalation/De-escalation")

10. CATEGORY X - SUBMITTAL CHECK LIST

10.1 Check below if you have enclosed the following information with your response:

xx Reference list xx Brief Co. Background xx Equipment List Manufacturer's
xx Sample quote/order confirmation form with product literature.

10.2 I have read and filled in all attributes etc. electronically on the E-bid system: xx Yes No

INTER-LOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized inter local purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

xx YES NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.



Park and Playground Equipment
Architectural Furniture
Ergonomic Matting
Industrial Strength Amenities

March 5, 2013

ADDITIONAL FREIGHT SCHEDULES:

FREIGHT SCHEDULE #B – Classic Recreation Shelters & Playworld Systems Origins

Add \$1500 to order / Flatbed

FREIGHT SCHEDULE #C – Playworld Systems Playground Equip & Ecore International

Dollar Volume Ordered/Manufacturer

Minimum: \$1000 - \$2500
\$2500 - \$5000
\$5000 - \$25000
\$25000 – Above

Frt. % Added

Add 25% to order
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Add 10% to order
FREE FREIGHT

FRY & ASSOCIATES, INC. 101 E 15TH AVE. NORTH KANSAS CITY, MO 64116

(800) 444-9787 (816) 221-4825 Fax (877) 221-4831 www.fryandassociates.com

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Sharon R. Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent	Contact
Phone	(402) 441-7410			
Fax	(402) 441-6513			
Bid Number	13-070 Addendum 3	Department	Purchasing	Department
Title	RFP for Outdoor Recreation Equipment	Building	Suite 200	Building
Bid Type	RFP	Floor/Room		Floor/Room
Issue Date	02/15/2013	Telephone	(402) 441-7428	Telephone
Close Date	3/8/2013 12:00:00 PM CST	Fax	(402) 441-6513	Fax
Need by Date		Email	smulder@lincoln.ne.gov	Email

Supplier Information

Company Fry & Associates, Inc
 Address 101 East 15th Avenue

 North Kansas City, MO 64116
 Contact Jack Fry
 Department
 Building
 Floor/Room
 Telephone 1 (816) 221-4825
 Fax 1 (816) 221-4831
 Email sales@fryinc.com
 Submitted 3/5/2013 10:37:17 AM CST
 Total \$0.00

Signature _____

Supplier Notes _____

Bid Notes _____

Bid Activities _____

Bid Messages _____

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Proposers	I acknowledge reading and understanding the Instructions to Proposers.	Yes
2	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Contact	Name of person submitting this bid:	Yvonne Oliver / Jack Fry
4	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	Renewal is an Option	Contract Extension Renewal is an option.	Yes
6	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
7	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. . ((a) Are your bid prices firm for the first one (1) year contract period. YES or NO (b) Are your bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	1 year
8	Bid award	I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission. If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.	Yes
9	Drawings	I acknowledge reading and understanding the Project Drawings.	Yes
10	References	List three references to include a contact person, address, Y telephone number and a listing of the type of work completed for them.	Y
11	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
12	Proposal Submission	I have prepared and delivered/mailed to the City Purchasing Agent six (6) copies and a flash drive of my proposal as requested in Section 2.2 of the Specifications.	Yes
13	Inter-Local Purchasing	I will honor Inter-Local Purchasing.	Yes
14	Electronic Signature	Please check here for your electronic signature.	Yes
15	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

- 16 Agreement to Addendum No. 2 Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information. Yes
- 17 Agreement to Addendum No. 3 Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information. Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	Please prepare your written response and return your proposals as instructed in the RFP 13-070 according to the specifications. Respond to the Attribute section (above) of this electronic bid and submit before the closing date and time. Enter a 0 for your response in this line item in order for it to submit. Please call if you require assistance in completing this proposal.	\$0.00

Item Notes:

Supplier Notes:

Response Total: \$0.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/5/2013

PRODUCER

COOPER INSURANCE SERVICE
PO Box 638
Lapel, IN 46051
(765) 534-3152

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

FRY & ASSOCIATES, INC.

101 E. 15TH AVENUE
NORTH KANSAS CITY, MO 64116

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A: WESTERN HERITAGE INSURANCE

INSURER B: TORUS SPECIALTY INSURANCE

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	Y	GENERAL LIABILITY	SCP0938112	03/01/13	03/01/14	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PROFESSIONAL 1,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS / UMBRELLA LIABILITY	64048A132ALI	03/01/13	03/01/14	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000				AGGREGATE \$ 1,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/> OTHER
						WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: ~~BID NO 09-099, ADDENDUM 4~~ RFP FOR OUTDOOR RECREATION EQUIPMENT
THE CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED WITH RESPECT GENERAL LIABILITY

CERTIFICATE HOLDER

CITY OF LINCOLN
ATTN: PURCHASING DIVISION
440 SO. 8TH ST., SUITE 200
LINCOLN, NE 68508

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Annual Requirements of Outdoor Recreation Equipment

1. **SCOPE OF THE PROJECT**

- 1.1 The City of Lincoln, Nebraska, hereinafter called City, invite sealed proposals from interested Outdoor Recreation Equipment Companies, hereinafter called Proposers or Vendors, for Outdoor Recreation Equipment, for a one (1) year period commencing on or about May 1, 2013 through April 30, 2014, with the option for three (3) additional one (1) year mutually agreeable terms, in accordance with the proposal instructions, terms and conditions, specifications, contractor requirements, insurance requirements, and contract documents set forth in this invitation for proposal.
- 1.2 The outdoor recreation equipment will include large and small playground structures, park benches, picnic tables, pre-engineered shelters, team sports equipment, bleachers, and resilient synthetic surfacing for outdoor play equipment.
- 1.3 Questions regarding this request may be addressed via e-mail to: tkopplin@lincoln.ne.gov
- 1.4 The outdoor recreation equipment prices offered shall be for all labor, materials and equipment necessary to provide and deliver complete usable equipment.
- 1.5 The City reserves the right to bid out special outdoor recreation equipment/work to other outside sources if the Successful Proposer is unable to provide such specialty equipment/work.
- 1.6 A delivery/packing list shall accompany each equipment delivery and shall record the date of completion, customer order number, and delivery request date, quantity of materials, project name, project location and total cost of the order/job.

2. **PROPOSAL PROCEDURE**

- 2.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with interested firm(s) to arrive at a mutually agreeable relationship.
- 2.2 Six (6) copies of each proposal and one (1) flash drive shall be submitted to the attention of Sharon Mulder, Assistant Purchasing Agent for the City of Lincoln/Lancaster County, located at 440 S. 8th Street, Lincoln, NE 68508 before 12:00 P.M. on Friday, March 8, 2013.
 - 2.2.1 Proposals shall be submitted in a sealed envelope clearly indicating the "Outdoor Recreation Equipment – RFP 13-070" and your company name.
- 2.3 Proposers must also complete the electronic portion of this proposal on the E-bid system.
 - 2.3.1 Enter a zero in the line item section of the bid.
 - 2.3.2 The electronic response of this proposal will include information such as attributes, addendums and acknowledgement of requirements.
 - 2.3.3 The electronic response will be printed and made a part of the proposal.
 - 2.3.4 All inquiries regarding these specifications shall be directed via e-mails or faxed written request to Sharon Mulder, Asst. Purchasing Agent (smulder@lincoln.ne.gov) or fax: (402) 441-6513.
 - 2.3.4.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as addenda.
 - 2.3.4.2 Purchasing shall reply to written inquiries received within five (5) calendar days of proposal opening.
 - 2.3.4.3 No direct contact is allowed between Vendor and other City staff throughout the proposal process.
 - 2.3.4.3.1 Failure to comply with this directive may result in Vendor proposal being rejected.
 - 2.3.5 If Vendor has any deviations to the minimum specifications outlined herein, they must attach a written explanation for each in the Response Attachment section of the ebid.
- 2.4 Information to be submitted with the proposal form shall at a minimum include the following:
 - 2.4.1 A list of references is to be submitted for at least three commercial clients including name of company, address, contact person, telephone number and a brief description of the work tasks and size of the jobs performed.
 - 2.4.2 A Company background summary, indicating the Vendor is and has been regularly and actively engaged in the outdoor recreation equipment and services and has performed the type of work described in this proposal request document.
 - 2.4.2.1 A list of equipment manufacturers shall be submitted that is intended to be offered under this contract arrangement.
 - 2.4.3 The list shall include a description of the equipment represented, including the type of suitable applications and product literature.
 - 2.4.4 A sample of your quote/order confirmation form and custom design work.
 - 2.4.4.1 The custom design work should be samples of the type of computer generated design assemble work available to the City under the contract arrangement.

2.4.5 A completed copy of the attached Pricing Proposal answering all questions in it.

3. PRICING STRUCTURE

- 3.1 Prices quoted in this request for proposal shall be firm for 1 year.
- 3.2 Prices shall be submitted in the unit of measurement specified on the proposal form, and shall include all overhead costs, profit and any delivery charges shall be offered as indicated.
 - 3.2.1 Proposals submitted in any other form unit of measurement or quantity may be deemed non responsive and not considered.
- 3.3 All pricing is to be based on a Published List Price minus set percentage of discount plus any freight charged (delivery is to be F.O.B. Lincoln, charges paid by the Contractor and added to the City's order invoice), defined as follows:
 - 3.3.1 Manufacturer's published or suggested retail/list price (vendor to supply the City with Manufacturer's published pricing documentation) less a set percentage of discount, plus freight (see freight schedule #A on "Proposal Price Schedule").
 - 3.3.2 If more than one Manufacturer's equipment is offered for a Category, the set percentage may vary by Manufacturer.
 - 3.3.2.1 Discount may also vary within a Manufacturer's line, as long as the criteria are specifically indicated on the Proposal Schedule.
 - 3.3.3 If more than one freight schedule is offered, please attach the additional freight schedules to the proposal form and letter them consecutively beginning with "Freight Schedule #B".
- 3.4 In the event of a renewal of the contract, unit pricing shall be subject to determination within the parameters outlined in this request for proposal.
 - 3.4.1 Any adjustment (increase or decrease) from the current proposal pricing shall be limited to the percentage of the change offered in the maximum escalator percentage offered by the contractor with the attached Pricing Proposal.
 - 3.4.1.1 Documentation supporting any price increase shall be limited to once annually and must be submitted at the time of the re-determination of prices.

4. METHOD OF ORDERING AND PAYMENT

- 4.1 Individuals specifically authorized by the City Parks and Recreation Department will place fax or email requests direct to the Contractor.
 - 4.1.1 Quotation for work performed or equipment will be submitted by Parks and Recreation Department on an as-needed-basis, no annual volume is implied or guaranteed as a result of this process.
 - 4.1.2 All quotations shall be F.O.B., Lincoln, Nebraska
 - 4.1.3 The Vendor shall provide (via Fax or email) a written quotation for requested work or equipment.
 - 4.1.3.1 Requests for quotations must be faxed to the Parks and Recreation Department within 48 hours of faxed request.
 - 4.1.4 The City Parks and Recreation Department shall fax acceptance or rejection of quotation within 48 hours of faxed quotation.
- 4.2 Vendor shall be paid from their invoices.
 - 4.2.1 The Vendor shall submit their invoices, addressed as follows:

Lincoln Parks and Recreation
Attn: Bill Weddle
2740 A Street
Lincoln NE 68502

 - 4.2.1.1 Authorized City ordering personnel will provide the City Auditing Department with a copy of the order confirmation form and Successful Vendor's Invoice along with the standard payment voucher form as an authorization to pay the Successful Vendor for equipment delivered and/or work completed.
- 4.3 All equipment delivered and/or work performed must be done in a satisfactory manner and completed as per each individual Vendor Quotation.
 - 4.3.1 Partial performance is not acceptable and partial payments for work performed will not be made.
- 4.4 Invoices and statements shall be prepared in an itemized format which shall provide the City with the information required for verification.
 - 4.4.1 All quotations, invoices and shipping labels shall include the project name/park.

5. REQUEST FOR FACTORY AND/OR SALES REPRESENTATIVE

- 5.1 The City department shall have the right to request a factory and/or sales representative to review equipment, equipment installation procedure or work performed by the Vendor on site within four working days of request at

no additional cost to the City.

VENDOR REQUIREMENTS

6. QUALIFICATIONS OF THE VENDOR'S EMPLOYEES

- 6.1 The Vendor shall assign a contact person to be the primary liaison between the Vendor's company and the City.
 - 6.1.1 The proposed liaison shall be interviewed and accepted by the City prior to assuming any responsibilities under any contract generated by this proposal request.
 - 6.1.2 The liaison shall serve as the representative in all business with the City.
 - 6.1.3 The liaison shall continue to serve in said capacity only so long as his/her work is acceptable to the City.

7. VENDOR RESPONSIBILITY

- 7.1 It is the responsibility of the Proposer to verify the availability of material, capacity of production time, production schedules, and other pertinent data prior to submission of the proposal.
- 7.2 It is the responsibility of the Proposer to notify the City immediately if any order placed cannot be delivered or performed in a timely manner.
 - 7.2.1 The City reserves the right to charge back any additional costs associated with out sourcing work rejected by the successful Proposer when routine jobs are not supplied or offered in the Contract.
- 7.3 It is the responsibility of the Proposer to provide a rate sheet/order form to be used to price and order jobs.
 - 7.3.1 This sheet/form will be distributed to the City Parks and Recreation Department.
- 7.4 The City is exempt from sales and/or use tax for direct purchase of materials and supplies.

EVALUATION AND AWARD

8. A COMMITTEE WILL EVALUATE THE PROPOSALS

- 8.1 The committee may request documentation from Proposers of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
- 8.2 The committee may also require a site visit to inspect samples of the Proposers work/equipment, and/or interview with the Proposer and his/her company.
- 8.3 The Committee may also require an interview with the Proposer and their company representatives.

9. EVALUATION CRITERIA

- 9.1 Award will be made to the "lowest responsive Proposer(s)".
 - 9.1.1 Responsiveness will be determined by the committee at the time proposals are evaluated, using criteria which may include:
 - 9.1.1.1 References provided with the proposal response.
 - 9.1.1.2 The Proposer's ability to satisfactorily handle the type and volume of work being offered by the City.
 - 9.1.1.3 Equipment availability, variety, range of creativity, discount structure, and quality of past equipment and work performed for the City.
 - 9.1.1.4 Proposers production, technical, and supervisory personnel; and experience in the type of work and equipment proposed.
 - 9.1.1.5 Ease of the liaison to communicate with the Parks and Recreation Department.
- 9.2 The City reserves the right to award this project to more than one Vendor, or on an "All-or None" basis, whichever is deemed by the committee to be in the best interest of the City.
 - 9.2.1 If the contract is awarded to more than one Vendor, the City will list the Successful Vendor as "Primary Vendor" and "Secondary Vendor".
 - 9.2.2 If the contract is awarded to more than one Vendor, an attempt will be made to identify each of the Successful Vendor's specialties to assist Departmental Users in determining the best Vendor for the job requested.
- 9.3 The Successful Proposer(s) shall be required to enter into an annual contract arrangement and provide the requested as listed in the attached Insurance Requirements Document.

10. AWARD

- 10.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.
- 10.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.
 - 10.2.1 The City's evaluation criteria will include, but shall not be limited to, criteria listed in this proposal.
- 10.3 A committee will be assigned with the task of reviewing the proposals received.
 - 10.3.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.

10.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.

10.4 Final approval to enter into contract negotiations with the top ranked firms will be through a committee.

10.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.

10.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.

GENERAL EQUIPMENT SPECIFICATIONS

1. **CATEGORY 1 - PLAYGROUND EQUIPMENT**

- 1.1 GENERAL INFORMATION:
 - 1.1.1 Vendors must offer both "stand alone" and "modular" equipment.
 - 1.1.2 Quality, durability, creative design, variety of options and pricing structure will be considered in the analysis of the manufacturers offered.
 - 1.1.3 The modular equipment shall be composed of similar elements which can be configured in a variety of ways.
 - 1.1.4 Maintenance, expansion, and modification shall be easily accomplished.
 - 1.1.5 A limited 5 year minimum warranty is required.
 - 1.1.6 All playground equipment offered shall meet or exceed the current CPSC and ASTM Playground Safety and Performance Guidelines.
 - 1.1.7 It is the City of Lincoln's desire to be an environmentally conscious community with focus on incorporating energy efficiencies, renewable energies/green technologies and sustainability in the development of our facilities.
 - 1.1.7.1 LEED Certification will be sought for many of our future projects and materials suppliers that may be able to assist with the following categories are considered desirable, as referenced in the LEED Certification website located at www.usgbc.org
 - 1.1.7.2 Materials and Resources 4.1 & 4.2 – Recycled Content
 - 1.1.7.3 Materials and Resources 5.1 & 5.2 – Regional Materials
- 1.2 POWDER COATING:
 - 1.2.1 All metal components to be offered with a powder-coating and free of excess weld and splatter.
 - 1.2.2 Parts to be cleaned and sealed with a non-chrome seal for corrosion resistance.
 - 1.2.3 Powder coating to be electro-statically applied (or applied via a durable long-lasting method) and oven cured at 450 degrees.
- 1.3 DECKS PLATFORMS AND BRIDGES:
 - 1.3.1 Are to be constructed of perforated steel, minimum 12 gauge, and reinforced as necessary to insure structural integrity.
- 1.4 POSTS:
 - 1.4.1 Post lengths to vary depending upon intended use.
 - 1.4.2 All posts shall have a "finish grade marker" to identify the bury line required for correct installation.
 - 1.4.3 Post may be offered in a variety of shapes and dimensions.
 - 1.4.4 Posts to be offered in powder coated O.D. steel tubing with a minimum wall thickness of .120" and shall be galvanized after rolling and shall have both the I.D. and cut ends sprayed with a corrosion resistant coating.
- 1.5 END CAPS:
 - 1.5.1 Caps for posts shall be aluminum die casting powder-coated to match post color or approved alternate.
 - 1.5.2 All caps are to be factory installed and secured in place with (3) rivets which are self-sealing.
 - 1.5.3 P.V.C. caps may be slipped onto the bottom ends of the post to increase the footing area from 2" square to 20" square and serve as a moisture barrier.
- 1.6 CLIMBER RUNG SIZE:
 - 1.6.1 Are to be a minimum of 0.95" to a maximum of 1.55" in diameter (1.25" is preferred) to allow proper grip for differing age groups.
 - 1.6.2 Rails and grips on climbers should be between .95" and 1.55" in diameter (1.25" is preferred).
- 1.7 SLIDES:
 - 1.7.1 Average incline of sliding surface should not exceed 30 degrees.
 - 1.7.2 All slides over 4 feet in height must have sides at least 4" high along the entire length of the sliding surface.
 - 1.7.3 Slide access decks 4 foot high or more should have protective non-climbable barriers at least 38" high.
 - 1.7.4 Steps and rungs on slides (and other equipment) should be evenly spaced, with at least 7" and not more than 11" between them.
 - 1.7.5 Steps and rungs must be at least 15" wide, horizontal, and corrugated, grooved or covered with a slip-resistant finish that is effective under both wet and dry conditions.
 - 1.7.6 Non-metal one-piece slides or slides with lap joints are preferred to butt joints.
- 1.8 ATTACHMENT HARDWARE:
 - 1.8.1 There shall be as few types of attaching hardware as possible, (i.e., one or two bolt sizes).
 - 1.8.2 All hardware shall be of a vandal resistant type.

- 1.8.3 Hex-head type bolts are not recommended; bolts and nuts which use uncommon fastening methods are preferred.
- 1.8.4 All hardware shall meet or exceed the current CPSC and ASTM Playground Safety and Performance Guidelines.
- 1.9 PLASTICS:
 - 1.9.1 All plastics shall be high grade nylon, polyethylene or polycarbonate.
 - 1.9.2 They are to be stabilized against ultra-violet light degradation and shall be non-combustible.
- 1.10 CHAIN AND CABLE CLIMBING APPARATUS:
 - 1.10.1 All chain or cable climbing apparatus shall be covered with a durable plastic coating which is cut resistant.
 - 1.10.2 Joints shall be smooth and free of burrs.
- 1.11 PLATTED EQUIPMENT FOR CONCRETE SLAB INSTALLATION (SURFACE MOUNT)
 - 1.11.1 All center modular platform playground equipment shall be platted for installation on 5" thick concrete slab.
 - 1.11.2 All anchor plates shall be designed to provide safe operation of the play equipment and to resist wind loads, rain, snow, ice, etc.
- 2. **CATEGORY II - SYNTHETIC SURFACING**
 - 2.1 Synthetic surfacing shall be offered in a variety of thicknesses to accommodate a range of applications.
 - 2.2 Product offered must attenuate a fall from 0 to 6 feet, and comply with ADA, CPSC and ASTM guidelines.
 - 2.3 Product offered may be available in panels requiring adhesive or mechanical attachment to an underlying prepared surface.
 - 2.4 Product to be weather resistant, allowing for proper surface and ground-base drainage.
 - 2.5 A variety of colors is desirable.
 - 2.6 A limited 5 year minimum warranty is required.
- 3. **CATEGORY III - PARK BENCHES, TRASH RECEPTACLES AND PICNIC TABLES**
 - 3.1 All park benches, trash receptacles and picnic tables shall be manufactured by Wabash Valley and Landscape Forms, Vendors shall give pricing per these manufacturers.
 - 3.2 A limited 5 year minimum warranty is required.
- 4. **CATEGORY IV - OUTDOOR TEAM SPORTS EQUIPMENT**
 - 4.1 A variety of products is desirable, including but not limited to: an assortment of basketball systems (fixed, fan-shaped boards, rectangular boards, durable goals and nets), outdoor volleyball systems, softball and baseball backstops, soccer goals and steel and aluminum bleachers, bicycle racks, etc.
 - 4.2 Designs offered shall be low maintenance and manufactured specifically for industrial outdoor use.
 - 4.3 A limited 5 year minimum warranty is required.
- 5. **CATEGORY V - PRE-ENGINEERED SHELTERS AND OTHER STRUCTURES**
 - 5.1 All Picnic Shelters shall be equal to Poligon® Park Architecture; vendors shall give pricing per this manufacturer or on approved equal.
 - 5.2 A variety of other pre-engineered products may be desirable, including but not limited to an assortment of wood and metal shelters, bridges, gazebos, sheds, shade structures, restroom buildings, etc.
 - 5.3 Designs offered shall be low or minimal maintenance, manufactured specifically for industrial outdoor use.
 - 5.4 A limited 5 year minimum warranty is required.

SAMPLE EQUIPMENT SPECIFICATIONS TO COINCIDE WITH PLAY STRUCTURE DRAWINGS

1. CATEGORY I - PLAYGROUND EQUIPMENT SAMPLES

- 1.1 See Option 1 Play Structure design enclosed with this request (Playworld Playmakers Series or equal).
 - 1.1.1 Deck heights: 24", 48", and 72'
 - 1.1.2 Actual equipment size: Approximately 30' x 40'
 - 1.1.3 Minimum recommended play area: Approximately 42' x 50'
 - 1.1.4 Post shall be formed of 5" O.D., 11 gauge steel and have a heat applied powder coating (to come complete with mechanically fastened end caps).
 - 1.1.5 Legend Key:
 - 1.1.5.1 2 each – 5" O.D. X 108" post w/ (ground zero)
 - 1.1.5.2 4 each – 5" O.D. X 132" steel post w/ riveted cap
 - 1.1.5.3 4 each – 5" O.D. X 144" steel post w/ riveted cap
 - 1.1.5.4 11 each – 5" O.D. X 156" steel post w/ riveted cap
 - 1.1.5.5 4 each – 5" O.D. X 180" steel post w/ riveted cap
 - 1.1.5.6 2 each – 48" deck steel filler post
 - 1.1.5.7 2 each – square vinyl deck assembly
 - 1.1.5.8 1 each – triangular vinyl deck assembly
 - 1.1.5.9 2 each – ½ hex vinyl deck assembly
 - 1.1.5.10 1 each – long vinyl deck assembly
 - 1.1.5.11 1 each – transfer station (48" deck)
 - 1.1.5.12 1 each – deck to deck accessible climber
 - 1.1.5.13 1 each – approach step for transfer station
 - 1.1.5.14 1 each – one piece 360 degree plastic spiral slide
 - 1.1.5.15 1 each – glide slide (48" deck)
 - 1.1.5.16 1 each – slither slide entry/exit
 - 1.1.5.17 1 each – sliding pole (48" deck)
 - 1.1.5.18 1 each – sliding pole (72" deck)
 - 1.1.5.19 2 each – slither slide (right section)
 - 1.1.5.20 2 each – slither slide (left section)
 - 1.1.5.21 1 each – slither slide support leg 3'-6"
 - 1.1.5.22 1 each – cliff hanger (72" deck)
 - 1.1.5.23 1 each – silo climber (48" deck)
 - 1.1.5.24 1 each – spiral climber (72" deck)
 - 1.1.5.25 1 each – tree climber (48" deck)
 - 1.1.5.26 2 each – 90 degree horizontal loop ladder
 - 1.1.5.27 2 each – overhead event access ladder (24" deck)
 - 1.1.5.28 2 each – carnival roof-small perforation (square)
 - 1.1.5.29 2 each – carnival roof square cap
 - 1.1.5.30 1 each – carnival roof-small perforation (extended hex)
 - 1.1.5.31 2 each – carnival roof extended hex cap
 - 1.1.5.32 1 each – vinyl coated stairs (24" deck)
 - 1.1.5.33 2 each – 24" accessible stepped platform (deck to deck)
- 1.2 See Option 2 Play Structure design enclosed with this request (Playworld Playmakers Series or equal).
 - 1.2.1 Deck heights: 48", and 72"
 - 1.2.2 Actual equipment size: Approximately 18' x 22'
 - 1.2.3 Minimum play area: Approximately 30' x 33'
 - 1.2.4 Posts shall be formed of 5" O.D., 11 gauge steel and have a heat applied powder coating (to come complete with mechanically fastened end caps).

1.2.5 Legend key:

- 1.2.5.1 3 each – 5" O.D. X 132" post w/ riveted caps
- 1.2.5.2 4 each – 5" O.D. X 156" post w/ riveted caps
- 1.2.5.3 1 each – triangular vinyl deck assembly
- 1.2.5.4 1 each – long vinyl deck assembly
- 1.2.5.5 1 each – vinyl deck to deck connection kit
- 1.2.5.6 1 each – transfer station (48" deck)
- 1.2.5.7 1 each – approach step for transfer station
- 1.2.5.8 1 each – one piece 360 degree plastic spiral slide
- 1.2.5.9 1 each – 24" step-up bracket
- 1.2.5.10 1 each – glide slide (48" deck)
- 1.2.5.11 1 each – tic-tac-toe activity wall
- 1.2.5.12 1 each – balcony
- 1.2.5.13 1 each – accessible driving panel
- 1.2.5.14 1 each – playseat
- 1.2.5.15 1 each – oval insert panel (deck mount)
- 1.2.5.16 1 each – telescope (pipe wall mount for 4" rung centers)
- 1.2.5.17 1 each – shifting sands panel insert
- 1.2.5.18 1 each – 24" deck to deck climber
- 1.2.5.19 1 each – deep rung arch climber (48" deck)
- 1.2.5.20 1 each – 8" bell (post mount)
- 1.2.5.21 1 each – 10" bell (post mount)

1.3 Free standing "Tire Swing Unit"

- 1.3.1 Posts and top rail shall be 5" O.D. powder coated steel pipe.
- 1.3.2 Top rail height shall be 7'-0".

1.4 Free standing "Two Bay, Four-Seat Arch Swing Unit"

- 1.4.1 Arch post shall be 5" O.D. powder coated steel pipe.
- 1.4.2 Top rail shall be 5" O.D. powder coated steel pipe, 8'-0" height.
- 1.4.3 Seats shall be slash proof and include chains.
- 1.4.4 Two (2) belt seats and two (2) tot seats required.

1.5 Free standing "360 Degree Spiral Slide".

- 1.5.1 Support posts shall be 5" O.D. powder coated steel pipe.
- 1.5.2 Slide deck height shall be 6'-0".
- 1.5.3 Slide mounting steps shall include step-up bracket and kick plate complete with sturdy hand guide (powder coated steel).
- 1.5.4 Slide unit shall be constructed of high grade nylon, polyethylene or polycarbonate, configured into a 360 degree spiral from top of platform to exit point.
- 1.5.5 Shall be offered in a variety of colors, stabilized against ultra-violet light degradation and shall be non-combustible.
- 1.5.6 Slide walls shall be high enough to offer maximum fall protection.
- 1.5.7 A minimum of 20" long mounting deck complete with "see through" safety side rails.
- 1.5.8 A guide rail or canopy shall be supplied to assist children into sitting position.

2. CATEGORY II - SYNTHETIC SURFACING SAMPLES

- 2.1 Synthetic Surfacing #1 - To be complete and ready to install (pre-molded, including adhesive or mechanical attachment hardware if appropriate), to cover an area 28' x 34' and attenuate a fall from 6 feet high.
 - 2.1.1 Indicate the quantity required and any supplies needed to facilitate a complete usable installation onto a prepared surface (DO NOT include installation cost).
- 2.2 Synthetic Surfacing & Installation #2 (poured in place) provide all labor, equipment and supplies needed to install poured in place synthetic surface material (if you do not offer installation - indicate not available) to an acceptable sub-base (indicate the type of preparation needed to provide the sub-base) to cover an area of 28' x 34' and accommodate a fall from 6' high.

3. CATEGORY III - PARK BENCHES, TRASH RECEPTACLES AND PICNIC TABLE SAMPLES

3.1 Benches

3.1.1 72" bench with back manufactured by Wabash Valley, Contemporary Series #CN420(D) to match existing benches throughout the City.

3.1.2 69" bench with back manufactured by Landscape Forms, Persidio Collection, straight three unit group.

3.2 Trash receptacles

3.2.1 Trash receptacle manufactured by Wabash Valley, 32 Gallon Receptacle #LR300(D) with #LR310 Liner and #FT100 Lid to match existing trash receptacles throughout the City.

3.2.2 Trash receptacle manufactured by Landscape Forms, Scarborough Collection, 30 gallon with side opening.

3.3 Picnic table

3.3.1 72" Steel picnic table manufactured by Wabash Valley, Signature Series #SG106(D) to match existing picnic tables throughout the City.

4. CATEGORY IV - OUTDOOR TEAM SPORTS EQUIPMENT SAMPLES

4.1 Outdoor Basketball system: shall be complete with a 3 ½" O.D. upright goose neck support post including a durable extension to support a galvanized steel, white finished, fan-shaped backboard and heavy-duty, double rim, break-away goal and continuous net lock system for 120 thread net (included).

4.2 Portable Soccer goals: uprights and cross bar shall be constructed of 2 3/8" O.D. galvanized steel pipe, so it shall be official size: 24" wide by 8' high complete with heavy-duty polyethylene mesh net (price to be for 2 complete goals).

5. CATEGORY V - PRE-ENGINEERED SHELTER AND OTHER STRUCTURES SAMPLES

5.1 Rectangular Open Picnic Shelter: 20 ft. Wide by 20 ft. Long, constructed of bolt-together tubular steel posts and support beams; design able to surface mount to a concrete base with anchor bolts.

5.1.1 Picnic Shelter shall be manufactured by Poligon® or approve equal.

5.1.2 Frames shall be prime painted, and finish painted in the field.

5.1.3 Pitched roof shall be constructed of 24 gauge galvanized steel panels, pre-cut, and finished with a silicone polyester paint or equivalent durable finish.

5.2 Octagonal Steel Picnic Shelter: 24 ft. Diameter constructed of bolt-together tubular steel posts and support beams; design able to surface mount to a concrete base with anchor bolts.

5.2.1 Picnic Shelter shall be manufactured by Poligon® or approved equal.

5.2.2 Frames shall be prime painted, and finish painted in the field.

5.2.3 Pitched roof shall be constructed of 24 gauge galvanized steel panels, pre-cut, and finished with a silicone polyester paint or equivalent durable finish.

5.3 Fully engineered clear span bridge of steel construction: clear span length to be 25 ft., with bridge inside deck 10 feet wide.

5.3.1 Vehicle load shall be 10,000 pounds plus 30 percent impact (designed for occasional passenger vehicle use).

5.3.2 Bridge application shall be designed in accordance with the "Manual of Steel Construction; allowable stress design," as adopted by the American Institute of Steel Construction (AISC) - latest edition.

5.3.3 Bridge support system shall be constructed of self-weathering, low alloy, atmospheric corrosion resistant cold-formed welded tubing and structural steel shapes.

5.3.4 Wood decking shall be West Coast Region Douglas Fir or Southern Yellow Pine (or equal), treated AWPA standards.

5.4.4.1 Nominal 3" x 12" planks suitable for 10,000 lb. load.

5.3.5 Workmanship, fabrication and shop connections shall be in accordance with American Association of State Highway and Transportation Officials Specifications (AASHTO).