



**Request for Proposal – Dog Park Equipment
Solicitation # 444-1219-12
December 4, 2019**

Introduction

The City of Columbia, Tennessee is seeking proposals from qualified vendors to supply outdoor, all-weather equipment for a dog park.

No proposal may be withdrawn after the scheduled closing time for receipt of proposals for ninety (90) calendar days.

Proposals will be received in the City Manager’s Office, City Hall, until January 9, 2020 at 2:30 PM CT but no later.

If you are an individual with a disability and require a reasonable accommodation or have additional questions regarding this invitation, please notify the Purchasing Agent, Kim Dale at (931) 560-1580.

Proposal Instructions

1. The proposals must be signed by an individual with the authority to bind the firm.
2. All documents shall be returned to Purchasing Agent, City Manager’s Office, City Hall, 700 North Garden St., Columbia, TN 38401.
3. Proposers are requested to register as a vendor using a link to Vendor Registry found on the City’s website under the Finance Department/Purchasing page. Proposers may also request a printed vendor application by calling 931-560-1580.

Mark outside of envelope with RFP Dog Park Equipment and opening date of bid, January 9, 2019.

Time is of the essence and any proposal received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the City Manager’s Office. Proposers are responsible for ensuring that their proposals are stamped by City Manager’s Office personnel before the deadline indicated. Late proposals received will be so noted in the file and the proposal will be returned unopened. Faxed or e-mailed proposals will not be accepted.

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to offer a proposal. The City of Columbia is compliant with Title VI of the 1964 Civil Rights Act and as a result does not discriminate on the grounds of race, color or national origin nor does it excluded from participation in, or denies the benefit of any program or activity receiving federal financial assistance.

All costs of preparing and delivering a proposal shall be the responsibility of the bidder.

Scope of the Project:

The City has received funding in the amount of \$50,000.00 to purchase all –weather outdoor equipment for a Dog Park located in Maury County Park , Lion Parkway, Columbia, Tennessee. Vendors are requested to submit proposals that contains a configured installation of various pieces of outdoor dog park equipment. The total cost of the proposal should utilize the majority if not all of the available funding to include cost of equipment, shipping and installation. The design should provide for comprehensive, safe exercise/ training equipment for wide range of dog breeds. The equipment will be accessible by the general public.

General Requirements:

1. Equipment shall be constructed in such a manner as to protect it from rust, corrosion and chipping. Powder coated aluminum is generally preferred; however, recycled plastic components will be considered. No wood components will be considered.
2. Equipment shall retain its strength, looks and usefulness for years without any need for lubrication, winterizing or regular maintenance beyond routine inspections.
3. Proposed design shall accommodate variety of agility equipment for large and small dogs.
4. No more than three design proposals shall be submitted
5. Equipment shall meet all current industry safety standards.
6. The park will consist of a fenced area approximately 300 feet long by 130 feet wide and further cross fenced to create three identical areas 100 feet x 130 feet. Each area shall contain dog equipment; however, each area will not necessarily be identical in the type of equipment although it can be.

Dog Park Amenities

The design shall include the following amenities:

1. **Water Station** - One dog water station to be located outside the fenced area along the access sidewalk leading to the park. Water lines to the fountain will be furnished by the City of Columbia. Installation of the fountain and connection to City water line will be the responsibility of the vendor.
2. **Dog Waste Stations** – The design shall include a dog waste station within each of the three fenced exercise areas and include signage reminding owners to pick up after their dog, a waste container of at least 10 gallons volume, waste bag container dispensing either roll of pulldown bags.
3. **Seating**– Owner bench seating shall be provided inside each of the three fenced exercise areas.
4. **Signage** – One customizable dog park sign containing City rules regarding the dog park usage.

Construction

Construction shall be of highest quality to help insure long life. The following characteristics are considered to be consist with equipment of high quality. Proposals shall include equipment with these or similar characteristics.

1. Metal equipment shall be constructed of commercial quality aluminum or steel.

2. Non metal components shall be molded LLDPE and HDPE Plastic.
3. All metal parts shall be hot dip galvanized for rust protection.
4. All metal parts to receive two layers of Powder Coat.
5. An additional layer of polyurethane UV3 to all metal parts for ultraviolet protection

Installation

The vendor shall be responsible for installation of all equipment and amenities included in the proposal.

The proposal shall clearly indicate the method of installation for each item.

1. Free standing Surface mount
2. In-ground mount

Proposal Format:

1. Each design proposed shall containing a price list of equipment, total costs to include shipping and other applicable cost.
2. A schematic layouts of equipment to include dimensions of equipment and recommended spacing would be preferred; however, if not furnished in schematic format the dimension of the installed equipment shall be included in the proposal.
3. Construction specifications of the equipment shall be included or available online. Links to online specifications shall be included in the proposal unless printed specifications are included.
4. Warranty information.
5. Suggested / Recommended inspection and or maintenance schedule shall be included.
6. Anticipated schedule for delivery and installation of the equipment after receipt of the purchase order.
7. List of three similar projects including contact information of the owner of the project. At least one of the projects must have been installed for 5 or more years.

Selection Process :

The selection of a winning proposal shall be based on the following

- 1) Bidder shall be a responsive and responsible bidder
- 2) Quality of similar installed projects
- 3) Quality/Construction of equipment proposed
- 4) Number and type of equipment proposed within the project budget
- 5) Multi-breed appeal and accessible
- 6) Warranty

Changes or Addendum

Any change or addendum to this request shall be posted on the City's website under the Finance Department / Purchasing open solicitation selection. Proposers are responsible for monitoring the site for any and all changes. Responses shall acknowledge changes or addendum, if any, made. Any required changes discovered after January 9, 2020 may result in delaying the proposal due date.

Any errors in the invitation or specifications not consistent with industry practices shall be identified and communicated with the purchasing agent as soon as possible so that they can be considered and addressed. Direct any such comments to kdale@columbiatn.com.

Payment

Payment for the equipment will be made in full within 10 days after receipt and acceptance of the equipment and proper invoice.

Payment for installation, if awarded, will be made within 10 days after completion of all installation, inspection and acceptance of installation services.

General Terms and Conditions:

The general terms and conditions for purchases of goods and services for the City of Columbia may be found in Appendix A and shall be applicable to this solicitation.

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APPENDIX A

<p style="text-align: center;">CITY OF COLUMBIA GENERAL TERMS AND CONDITIONS FOR PURCHASES</p>
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General terms and conditions are applicable to all solicitations issued by the City. General terms and conditions made be modified by the specific language of the solicitation itself.

1. **Acceptance of Bids:** The City of Columbia reserves the right to reject any and all bids, to waive any informal technicalities or defects, the scope and nature of which it shall be the sole judge, in any bid, insofar as such technicality or defects do not legally, materially or substantially change such bid. The said City, unless otherwise specified by the bidder, reserves the right to accept any item on bid.

If the bidder fails to state the time within which a bid must be accepted, it is understood and agreed that said City shall have ninety (90) days from bid opening date in which to accept bid.

2. **Error in Bid:** In case of error in the extension prices in the bid, the unit price governs. No bid shall be altered, amended or withdraw, unless the acceptance date has expired, after the opening date of bids. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.
3. **Discount Period:** Time in connection with discount offered will be computed from the date of delivery, or from the date correct invoices are received, whichever date is later. Discount other than "Time Discounts" shall be shown on the face of the proposal sheet under "Terms".
4. **Sample of Materials:** Samples of items, when requested, must be furnished free of expense to the City, at the time bids are opened or later if such are called for after the bids have been opened, and if such samples are not destroyed in the process of sampling, they will be returned at the bidder's expense.
5. **Signatures on Bids:** Each bid must contain the full name and business address of the bidder. Any person signing a proposal sheet for himself or as agent, employee or officer of another must show his title and, if requested by the City shall furnish proof of his authority to make such proposal.
6. **Alternate Bids:** Alternate bids will be considered proving such items that appear on such bids meet specifications. Where equivalent items are bid upon, said City reserves the sole right in determining whether they meet specifications.
7. **Proposal Sheets:** Bidders shall use the proposal sheets furnished by the City if included in the request for proposals or as otherwise instructed within the proposal. Failure to submit this sheet as required shall render the proposal invalid. Proposal sheets must contain prices on per unit and aggregate basis and the total amount of the bid must be stated on the proposal sheet.
8. **Federal or State Sales, Excise or Use Tax:** Every bid shall separately state and set forth, therein the amount of any and all Federal and State sales, excise or use taxes included in the bid prices. If any such taxes are included in the prices bid, the City reserves the right in making the award to deduct any amount of such taxes thereof. Where labor is required, the bidder shall state separately the amount of labor and materials.
9. **Delivery:** The number of calendar days in which delivery will be made after contract is executed and purchase order placed shall be stated in the bid. When the bidder states no time delivery, it is understood and agreed that delivery is to be made within fifteen (15) days after receipt of order, unless otherwise stated in the specifications.

10. **Compliance:** Contractor shall abide by all federal, state and local laws and statues and obtain all permits required in number seventeen (17) of these conditions.
11. **Specifications:** It is understood that reference to attached specifications shall be sufficient to make the terms of such specifications binding on the contractor. In some instances, the name of the manufacturer, a special brand, or make of an item is used in describing the item or items desired; but this does not restrict the bidder to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article or service desired; but the articles or service on which the proposal are submitted must be equal to that specified, and a statement to that effect shall be made a part of the proposal. Where conflict occurs between the requirement or the General Conditions and the specifications, the requirements of the specifications will govern.
12. **Inspection:** Final inspection and acceptance or rejection will be made at the time of delivery, but all products and workmanship shall be subject to inspection and test at all times and places. The right is reserved to reject articles that contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the contractor promptly after notification of rejection. The City shall not be obligated to pay the full price for any items that do not meet specifications; however, payment may be made at a proper reduction in price.
13. **Bid Opening:** Bids may be mailed or delivered to the Purchasing Agent in the City Manager’s Office of the City of Columbia, Tennessee. All bids will be opened and publicly read at a time specified on the Proposal Sheet. Bids received after the specified time for opening, as shown on the invitation to bid, will not be accepted.
14. **Cancellation:** The City reserves the right to cancel an accepted bid or contract in whole or in part due to nonperformance or defective products.
15. **Permit Requirements:** Successful bidder will be responsible for securing any necessary permits for complying with all required inspections whether local state or federal.
16. **Multi-Year Contracts:** The City reserves the right to enter into multi –year contracts and further has the right to terminate multi-year contracts due to non-appropriation of funds.
17. **Financial Statements:** Financial statements will be submitted upon request.
18. **Term of Payment:** Payment will be made in full after the satisfactory receipt of goods, materials, supplies, and equipment. Payment will be made in full upon satisfactory completion of all contractual services, public improvements and/or construction. Executed contracts must specifically state if there is any partial payment or other deviation from this method of payment.
19. **Complaints – Vendors**

Vendors shall have the right to present a complaint, dispute or grievance concerning unfair treatment, contracts, deliveries, payments, restrictions, and other incidents. The following steps are intended to provide uniform procedures for a vendor to express a problem and obtain remedy.

 - a. Step One - Vendor must file a grievance with the Purchasing Agent no later than seven (7) calendar days after the occurrence of the dispute or incident. The complaint must be in writing and include all supporting data and desired solution or remedy. The Purchasing Agent will forward a copy of the complaint with the user department who shall provide a written reply within thirty (30) days to the Purchasing Agent who will review the response and if agreement forward the decision to the vendor.
 - b. Step Two– If the vendor is not satisfied with the Purchasing Agent’s response, the vendor may appeal in writing to the City Manager within 10 day from the date of the Purchasing Agent’s response, who shall with the advice of the Purchasing Agent and/or City Attorney, make a written determination to all parties involved. The City Manager’s decision shall be final.