

## GENERAL CONDITIONS

In submitting this bid, the Bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order or contract and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

### 1. **BID TIME**

It shall be the responsibility of each Bidder to ensure his/her bid are submitted to the Public Purchase website on or before **2:00 P.M. Tuesday, November 05, 2024**. The official time shall be determined by the Public Purchase Website. The Public Purchase Website will NOT allow bid responses to be uploaded after the closing time.

All attached bid documents are to be returned completely filled out, totaled, and signed. The City of North Richland Hills will not accept any bid documents other than the attached.

### 2. **WITHDRAWING BIDS/PROPOSALS/QUOTES**

Bids may be withdrawn at any time prior to the official opening; request for non-consideration of bids must be made in writing to the Purchasing Manager and received prior to the time set for opening bids. The bidder warrants and guarantees that his/her bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes. Bidder agrees that a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids.

### 3. **IRREGULAR BIDS/PROPOSALS/QUOTES**

Bids will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City.

### 4. **REJECTION/DISQUALIFICATION**

Bidders will be disqualified and/or their bids rejected, among other reasons, for any of the specific reasons listed below:

- a) Bid received after the time set for receiving bids as stated in the advertisement;
- b) Reason for believing collusion exists among the Bidders;
- c) Bid containing unbalanced value of any item; bid offering used or reconditioned equipment;
- d) Where the bidder, sub-contractor or supplier is in litigation with the City of North Richland Hills or where such litigation is contemplated or imminent;
- e) Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work, or having defaulted on a previous contract;
- f) Lack of competency as revealed by reference checks, financial statement, experience and equipment, questionnaires, or qualification statement;
- g) Bid containing special conditions, clauses, alterations, items not called for or irregularities of any kind, which in the Owner's opinion may disqualify the Bidder.

However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City of North Richland Hills.

**5. BID EVALUATION**

Award of bid, if it be awarded, will be made to the lowest responsible bidder or may be awarded to the bidder that offers the goods and/or services at the *best value* for the City (Texas Local Government Code, 252.043). In determining the best value the City will consider the following:

- a) The purchase price; terms and discounts; delivery schedule;
- b) The reputation of the bidder and of the bidder's goods or services;
- c) The quality of the bidders' goods or services;
- d) The extent to which the bidder's goods or services meet the City specifications and needs;
- e) The bidder's past relationship with the City;
- f) Total long term cost to the city to acquire the bidder's goods or services;
- g) Any relevant criteria specifically listed in the specifications;
- h) Compliance with all State and local laws, General Conditions and Specifications;
- i) Results of testing, if required;
- j) Warranty and/or guarantee, maintenance requirements and performance data of the product requested;
- k) City's evaluation of the bidder's ability to perform to specifications.

**6. AWARD OF BID**

The bid award will be made within sixty (60) days after the opening of bids. No award will be made until after investigations are made as to the responsibilities of the best bidder.

The City of North Richland Hills reserves the right to award bids whole or in part when deemed to be in the best interest of the City. Bidder shall state on bid form if their bid is "all or none", otherwise it shall be considered as agreeing to this section.

Information contained in submitted bid documents shall not be available for inspection until after the award has been made by the City Council. Requests for this information must be submitted in writing.

**7. ASSIGNMENT**

The successful bidder may not assign his/her rights and duties under an award without the written consent of the North Richland Hills City Manager. Such consent shall not relieve the assignor of liability in the event of default by his assignee.

**8. SUBSTITUTIONS/EXCEPTIONS**

Exceptions/variations from the specifications may be acceptable provided such variations, in each instance, is noted and fully explained in writing and submitted with bid. NO substitutions or changes in the specifications shall be permitted after award of bid without prior written approval by the Purchasing Manager.

**9. DELIVERY/ACCEPTANCE**

The delivery date is an important factor of this bid and shall be considered during the evaluation process. The City considers delivery time the period elapsing from the time the order is placed until the City receives the order at the specified delivery location. All

material shall be delivered F.O.B. City of North Richland Hills to the address specified at the time of order. Acceptance by the City of North Richland Hills of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied, nor shall it be considered an acceptance of material not in accordance with the specifications thereby waiving the City of North Richland Hills right to request replacement of defective material or material not meeting specifications.

**10. NOTICE OF DELAYS**

Whenever the contractor encounters any difficulty which is delaying or threatens to delay timely performance, written notice shall immediately be given to the Purchasing Manager, stating all relevant information. Such notice shall not in any way be construed as a waiver by the City of any rights or remedies to which it is entitled by law. Delays in performance and/or completion may result in cancellation of agreement.

**11. SALES TAX**

The City of North Richland Hills is exempt from Federal Excise and State sales tax; therefore tax must not be added to bid.

**12. TIE BIDS**

In the event of a tie bid, State Law provides the bid or contract shall be awarded to the local bidder. In cases where a local bidder is not involved, tie bids shall be awarded by drawing lots at the City Council meeting, or as otherwise directed by the Mayor.

**13. BRAND NAME OR EQUAL**

If items are identified by a "brand name" description, such identification is intended to be descriptive, not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. As used in this clause, the term "brand name" includes identification of products by make and model.

Such products must be clearly identified in the bid as an equal product and published specifications of the equal products offered must be included with the bid reply.

Bids offering equal products will be considered for award if determined by the Purchasing Manager and the user department to be equal in all material respects to the brand name products referenced. The decision of acceptable "equal" items or variations in the specifications will solely be the City of North Richland Hills. Unless the bidder clearly indicates in his/her bid that he is offering an "equal" product, his bid shall be considered as offering the brand name product referenced in the invitation for bids.

**14. REFERENCES**

A minimum of three (3) references, preferably located within the Dallas/Fort Worth Metroplex, must be submitted with each bid. Company name, contact and phone number must be included with each reference.

**15. PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS**

No employee of the City of North Richland Hills shall have a direct or indirect financial interest in any proposed or existing contract, purchase, work, sale or service to or by the City (CMA-074, Standards of Conduct, Section IV).

**16. TERMINATION/NON PERFORMANCE**

Continuing non-performance of the vendor in terms of Specifications shall be a basis for the termination of the contract by the City. The City of North Richland Hills reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1.) Meet delivery schedules or, 2.) Otherwise not perform in accordance with these specifications.

Breach of contract or default authorizes the City to award to another bidder, and/or purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

The contract may be terminated by either party upon written thirty (30) days' notice prior to cancellation without cause.

**17. ATTORNEYS FEES**

Neither party to this contract shall be entitled to attorney fees for any matter arising under this contract, whether for additional work, breach of contract, or other claim for goods, services, or compensation. All claims for attorney's fees are hereby WAIVED.

**18. INDEMNITY**

**City shall not be liable or responsible for, and shall be saved and held harmless by Contractor from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including claims for copyright and patent infringement, and including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Contractor under this agreement, including claims and damages arising in part from the negligence of City, without; however, waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.**

**It is the expressed intent of the parties to this Agreement that the indemnity provided for in this section is an indemnity extended by Contractor to indemnify and protect City from the consequences of City's own negligence, provided, however, that the indemnity provided for in this section shall apply only when the negligent act of City is a contributory cause of the resultant injury, death, or damage, and shall have no application when the negligent act of City is the sole cause of the resultant injury, death, or damage, unmixed with the legal fault of another person or entity. Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.**

**The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and noncontributory as to any insurance maintained by the City for its own benefit, including self-insurance.**

**19. PERFORMANCE AND PAYMENT BONDS**

In the event the total contract amount exceeds \$100,000, the Contractor shall be required to execute a performance bond in the amount of one hundred (100) percent of the total contract price; if the total contract amount exceeds \$50,000 the contractor shall be required to execute a payment bond in the amount of one hundred (100) percent of the total contract price, each in standard forms for this purpose, guaranteeing faithful performance of work and guaranteeing payment to all persons supply labor and materials or furnishing any equipment in the execution of the contract. It is agreed that this contract shall not be in effect until such performance and payment bonds are furnished and approved by the City of North Richland Hills. No exceptions to this provision allowed.

Unless otherwise approved in writing by the City of North Richland Hills, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and current copy of their power of attorney.

**20. INTERLOCAL AGREEMENT**

Successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of North Richland Hills.

Yes, we agree                       No, we do not agree

**21. ELECTRONIC PROCUREMENT**

The City of North Richland Hills has adopted policies and procedures complying with Local Government Code Section 252.0415, Section 271.906 and Section 2155.062. The City of North Richland Hills may receive submittals in electronic form in response to procurement requests. However, a bid that is submitted non-electronically by the due date and time will be accepted and then entered electronically by Purchasing after the bid opening.

**22. COMPLIANCE WITH SB 89:**

Vendor agrees per HB 89 of the 85th Texas Legislative Session, and in accordance with Chapter 2270 of the Texas Government Code, vendor has not and shall not boycott Israel at any time while providing products or services to the City of North Richland Hills.

Yes, we agree                       No, we do not agree

**23. COMPLIANCE WITH SB 252:**

Vendor agrees per SB 252 of the 85<sup>th</sup> Texas Legislative Session, and in accordance with Chapter 2252 of the Texas Government Code, vendor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of North Richland Hills.

Yes, we agree                       No, we do not agree \*

\* By selecting no, vendor certifies that it is affirmatively excluded from the federal sanctions regime by the United States government and is not subject to the contract prohibition under Section 2252.154 of the Texas Government Code. Vendor shall provide sufficient documentation to the City of such exclusion prior to award of any contract for goods or services.

**24. ETHICS AND COMPLIANCE POLICY**

The City's Ethics and Compliance Policy can be found at The City of North Richland Hills Purchasing Division webpage - Or you may request a copy from the Purchasing Division. Acknowledgment - The City of North Richland Hills' Internal Ethics and Compliance Policy has been made available to me. I understand the expectations of ethical behavior and compliance with the law, and agree to adhere to the City's ethics policies.

<https://www.nrhtx.com/DocumentCenter/View/389/Code-of-Ethics---PDF?bidId>

I agree

I do not agree

**25. COMPLIANCE WITH CHAPTER 2274**

Pursuant to Chapter 2274, Texas Government Code, Prohibition on Contracts with Companies Boycotting Certain Energy Companies, as enacted by S.B. 13, 87th Legislature, the City of North Richland Hills is prohibited from using public funds to contract with a for-profit Company as defined by Government Code 809.01 who boycotts energy companies. If Seller has more than 10 employees and this Contract has a value of \$100,000 or more, by signing this agreement/contract, the Seller verifies that it does not discriminate against energy companies and will not discriminate during the term of the Contract. By submitting a bid response, Seller certifies compliance with these requirements.

**26. COMPLIANCE WITH CHAPTER 2274**

Pursuant to Chapter 2274, Texas Government Code, Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries, as enacted by S.B. 19, 87th Legislature, the City of North Richland Hills is prohibited from using public funds to contract with a for-profit Company as defined by Chapter 2274.001, who discriminates against firearm and ammunition industries. If Seller has at least 10 full-time employees and this Contract has a value of \$100,000 or more, by signing this agreement/contract, the Seller agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Agreement. By submitting a bid response, Seller certifies compliance with these requirements. This section does not apply if Seller is a sole-source provider.

**27. DEPARTMENT OF TRANSPORTATION (TXDOT) RELATED BIDS**

"The City of North Richland Hills, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated

against on the grounds of race, color, or national origin in consideration for an award.” Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the bidder. The City of North Richland Hills and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

**NON-COLLUSION AFFIDAVIT OF BIDDER**

State of Missouri County of Jasper

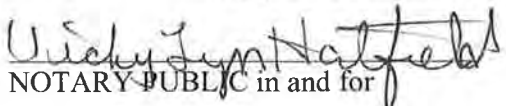
John Hunter verifies that:  
(Name)

- (1) He/She is owner, partner, officer, representative, or agent of American Ramp Company, has submitted the attached bid: (Company Name)
- (2) He/She is fully informed in respect to the preparation, contents and circumstances in regard to attached bid;
- (3) Neither said bidder nor any of its officers, partners, agents or employees has in any way colluded, conspired or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with attached bid and the price or prices quoted herein are fair and proper.

  
\_\_\_\_\_  
SIGNATURE

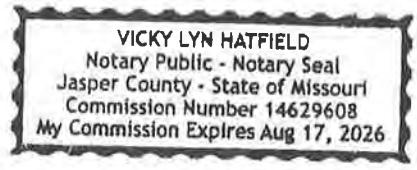
John Hunter  
\_\_\_\_\_  
PRINTED NAME

Subscribed and sworn to before me this  
1<sup>st</sup> Day of November 2024.

  
NOTARY PUBLIC in and for

Jasper County, ~~Texas~~ MO.

My commission expires: August 17<sup>th</sup> 2026



**THIS FORM MUST BE COMPLETED, NOTARIZED AND SUBMITTED WITH BID**



**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**  
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).  
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.  
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

**1 Name of vendor who has a business relationship with local governmental entity.**  
 American Ramp Company

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**  
 \_\_\_\_\_  
 Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**  
 None  
 A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?  
 Yes  No  
 B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?  
 Yes  No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**  
 None

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**  
 \_\_\_\_\_  
 Signature of vendor doing business with the governmental entity 11/05/2024  
Date

# PROJECT GUIDELINES FOR COMPETITIVE SEALED PROPOSALS

## RFP #25-005 FOSSIL CREEK MOUNTAIN BIKE PUMP TRACK AND SKILLS PARK

The City of North Richland Hills (City) is requesting Competitive Sealed Proposals (RFP 25-005) to design, fabricate (or supply), and install a new bicycle pump track and skills park at Fossil Creek Park as a part of Capital Improvement Program Project PK2509. The City will select one (1) Contractor to provide products, materials, and installation as outlined in this request.

### SCOPE OF PROJECT

This project consists of the design, supply, and installation of a bicycle pump track and skills park at Fossil Creek Park located at 6101 S Onyx Dr, in North Richland Hills, Texas. The pump track and skills park will be designed within the boundaries defined in ATTACHMENT A. The design should prioritize fun, engaging, and safe features that provide opportunities for users of all ages and abilities. All built features used for technical trail features and pump track features shall be pre-engineered, manufactured products. No built-on-site methods will be accepted except for standard natural features such as natural surface trails and contouring.

Proposers may provide a maximum of (2) two responses for the RFP. Please fill out a separate proposal form for each design. It is not necessary to provide more than one option.

All proposals shall include the costs of supply, delivery, and installation as designed, including the equipment structures, components, hardware, and maintenance & operations manuals from the manufacturer. The City of North Richland Hills shall be exempt from any liability for costs incurred by unsuccessful Suppliers in preparation of the proposals.

### DESIGN GUIDELINES

The total dollar amount allocated to the project is \$200,000. Any proposals showing more than the budgeted amount are subject to rejection. It should be noted, however, that the City will negotiate the final layout, equipment, price, etc. with the successful Contractor.

Required Elements for the Proposed Pump Track and Skills Park Designs:

1. Pump Track (that meets or exceeds the below specifications)
  - a. Fastener Free Riding Surface: Riding surface must NOT have screw or bolt heads present. Surface must be fastened from the underside.
  - b. Interior Framework: Any lumber used for frame construction will be construction grade, treated with 3 coats of weatherproofing and insect-proofing.
  - c. Modular: Equipment must be able to easily bolt together on all sides with the ability to expand widths and lengths by bolting in additional sections. Each piece will have handles for lifting and manipulation. All parts must join seamlessly with one another to a tolerance of 2mm.
  - d. Hardware: All hardware will be stainless steel hex head bolts and nuts with nylon inserts.
  - e. Riding Surface: Will have an anti-slip layer of material for wet weather use, and will be made of 8 layers of molded, woven, fiberglass material.

- f. Warranty: Minimum 2-year warranty.
  - g. Product Liability: Must have at least \$1 Million of product liability insurance.
2. Skills Park Features (that meets or exceeds the below specifications)
- a. Fastener Free Riding Surface: Riding surface must NOT have screw or bolt heads present. Surface must be fastened from the underside.
  - b. Steel Frame: Framing of the equipment must be galvanized steel and powder coated.
  - c. Modular: Equipment must be able to easily bolt together on all sides with the ability to expand widths and lengths by bolting in additional sections.
  - d. Hardware (connections metal to metal): Must be stainless steel tamper resistant bolts and nuts with nylon inserts.
  - e. Hardware (connection metal to wood): 1/4" by 1/4" galvanized hex, lag screw.
  - f. Riding Surface: 2"x6" Full dimensional, rough cut, Eastern Red Cedar or equivalent.
  - g. Warranty: Minimum 10-year warranty.
  - h. Product Liability: Must have at least \$1 Million of product liability insurance.

**PROJECT EXPERIENCE**

The Contractor must exhibit a minimum of 5 years experience in the design and construction of bike skills parks. These projects must include pre-engineered, purpose-built bike ramps, pump tracks, and other skills features. The Contractor shall provide a minimum of three (3) references for projects in which these services were performed. Reference projects from public and municipal agencies will receive higher scores than private projects.

**WARRANTY**

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

**COMPLIANCE**

The awarded Contractor and any subcontractors doing work on this project will be required to obtain registration with the City's Building and Inspections Division at no cost. All structural designs (i.e. concrete footings and non-attached shade structures) must be sealed by an engineer licensed in the State of Texas. Permitting will be required and coordinated by the Contractor. However, all permit fees will be waived.

**PROPOSAL SUBMITTAL AND CONTENT**

**Proposals must include all pages of this RFP**, plus preliminary drawings for each design, specifications, and pictures of components. Proposals must include a bid price for each design presented (see Proposal Form). The City reserves the right to reject any proposals with or without cause, and to accept proposals which it considers most favorable.

All delivery, assembly, installation, and supervision costs must be included in the proposal. Payment for equipment and materials will be made within one week (if by ACH) after the final owner's acceptance and playground certification in writing by qualified individuals.

All proposal amounts shall be guaranteed for not less than sixty (60) days after the proposal submittal deadline date.

Each proposal must be accompanied by a Certified Check, Cashier’s Check, or Bid Bond payable to the City of North Richland Hills, Texas, in an amount not less than five percent (5%) of the total bid amount. The successful Supplier shall furnish approved Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the bid amount.

**The Supplier must submit (1) electronic copy on Public Purchase. All Proposals must comply with the specifications and guidelines provided in this document.**

PROJECT PROCUREMENT METHOD

The procurement method, “Competitive Sealed Proposal”, is a method by which the City requests proposals, ranks the submittals, negotiates as prescribed, and then enters into a contract with a Contractor for Mountain Bike Pump Track and Skills Park. The City shall select the Contractor who submits the proposal that offers the best value for the City. The best value is based on published selection criteria, the weighted value of each criterion (in points earned), and the Contractor’s subsequent ranking evaluation. The City shall first attempt to negotiate a contract with the Contractor with the highest accumulated points.

The City and its evaluation committee may discuss with the Supplier options for scope modifications and any price change associated with the modifications. If the City is unable to negotiate a satisfactory contract with the selected Contractor, the City shall, formally and in writing, end negotiations with that Supplier and proceed to the next Supplier in the order of the ranking until a contract agreement is reached or all proposals are rejected.

EVALUATION AND SELECTION PROCESS

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

<b>EVALUATION CRITERIA</b>	<b>Min Pts.</b>	<b>Max Pts.</b>
Price within available budget	Yes/No	
Quality of Pump Track Design	0	+15
Quality of Overall Design	0	+25
Product Durability	0	+15
Supplier’s experience with similar projects (References)	0	+15
Warranty offered and sustainability of proposed	0	+10

Note: If the first criterion is answered as no, the evaluation process will stop and the Contractor will be disqualified.

Following the review and evaluation of all CSP submittals, a **Selection Meeting** will be held. The selection committee will present its ranking based on Contractor responses to the published criteria

above at the selection meeting. The selection meeting will result in the selection of one proposal or an appropriate shortlist of proposals. An interview may also be requested to aid in the selection of a Supplier. However, interviews may not be necessary.


The City shall select the Contractor who submits the proposal that offers the best value for the City. Unsuccessful Contractors will be notified in writing as soon as possible. This CSP and all relevant documents will be available to all interested certified playground Contractors at <https://www.publicpurchase.com/gems/northrichlandhills,tx/buyer/public/home> .

# PROPOSAL FORM FOR COMPETITIVE SEALED PROPOSAL

## BIDDER'S DECLARATION

We, the undersigned have carefully examined RFP 25-005 Fossil Creek Mountain Bike Pump Track and Skills Park and Addendum/Addenda No. \_\_\_\_ to \_\_\_\_ and have carefully examined the work sites and all requirements of this RFP. We, the undersigned understand and accept the said RFP, and, for the prices outlined in our proposal, hereby offer to perform all work with our own labor, equipment, tools, apparatus, and other means of work, and to complete the work in strict accordance with this RFP; and have submitted our proposal at a price that includes all labor, materials, overhead and profit. We further declare that no person, firm, or corporation other than whose signature or signatures of whose proper officers and the seal is or are attached below, has any interest in this RFP or in the work proposed to be taken and that our proposal submission is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person submitting a proposal for the same work and is in all respects fair and without collusion or fraud;

We further agree that our proposal submission is to continue open to acceptance and irrevocable until a Purchase order has been issued by the City for the said work, and that, within 60 (sixty) calendar days of closing date, the City may accept our proposal for the prices stated on the Proposal Form of this RFP, which is within the maximum budget provided.

Company Name	American Ramp Company
Address: Street & Number	601 McKinley Ave
Address: City, Province, Postal Code	Joplin, MO 64801
Telephone	417-206-6816
E-mail Address	sales@americanrampcompany.com
Name of Signing Officer / Title	Name: John Hunter Title: CEO
Signature of Signing Officer <i>I have authority to bind the company</i>	
Date Signed	11/4/2024

By Signing above, the Signing Officer authorizes that he / she has the authority to bind the company.

PROPOSAL FORM RFP #25-005:

COMPANY NAME: American Ramp Company

PROPOSAL #: 1

**NOTE: THIS PAGE MUST BE REPRODUCED AND FILLED OUT FOR A SECOND DESIGN (IF PROVIDED)**

**Design Description - Design PBR0329**

Total Number of Skills Park Features (all types)	34
Total Number of <u>Unique</u> Skills Park Features	23
Total Length of Pump Track (feet)	215
Total Square Footage of Pump Track (square feet)	2,932
Total Length of Soft-Surface Trails (feet)	N/A
Briefly explain how your proposal provides a high level of value to riders of all abilities and skill levels.	<p>This proposal includes beginner, intermediate, and advanced biking skills lines to allow a variety of progressive experiences for all users.</p> <p>The proposal also includes a modular pump track to increase the variation in the user experience.</p> <p>This would promote a family friendly environment that all ages could go out and enjoy. It provides a challenging enough experience that the community can ride again and again!</p>
Provide a detailed plan layout of the design. The plan shall clearly illustrate all features being proposed.	

PROPOSAL FORM RFP #25-005:

COMPANY NAME: American Ramp Company

PROPOSAL #:

2

**NOTE: THIS PAGE MUST BE REPRODUCED AND FILLED OUT FOR A SECOND DESIGN (IF PROVIDED)**  
**Design Description - Design PBR0328**

Total Number of Skills Park Features (all types)	29
Total Number of <u>Unique</u> Skills Park Features	18
Total Length of Pump Track (feet)	215
Total Square Footage of Pump Track (square feet)	2,932
Total Length of Soft-Surface Trails (feet)	N/A
Briefly explain how your proposal provides a high level of value to riders of all abilities and skill levels.	<p>This Proposal offers a beginner friendly approach to the park. It has a large number of low to the ground features, which make it easy for any age or skill level of biker to ride.</p> <p>It also includes a modular pump track to enhance variety and user experience in the overall park.</p> <p>This would promote a family friendly environment where even the little kids could push around and have fun on their strider bikes or scooters.</p>
Provide a detailed plan layout of the design. The plan shall clearly illustrate all features being proposed.	



PROPOSAL FORM RFP #25-005:

COMPANY NAME: American Ramp Company

PROPOSAL #: 1

**NOTE: THIS PAGE MUST BE REPRODUCED AND FILLED OUT FOR A SECOND DESIGN (IF PROVIDED)**

State the lump sum price (excluding all sales taxes) to design, fabricate (and/or supply), and install a mountain bike pump track and skills equipment per the terms of RFP #25-005. The maximum budget for this purchase is \$200,000. Failure to meet this budget may result in proposal disqualification. The City may entertain phasing opportunities with the successful contractor but is not interested in seeing elements that do not fit within this budget at this time. Therefore, please do not include or show any illustrations, etc. that would represent a cost over the allowable budget.

Proposal Price:

Price to construct bicycle pump track	\$ 84,549.84
Price to supply and install bike park elements (soft surface paths are excluded and will be constructed by others)	\$ 115,146.73
Total construction price	\$ 199,696.57
Approximate time to construct (to include fabrication, delivery, and construction)	120-150 Days

American Ramp Company

Firm Name

 CEO  
Signature of Officer – Title

601 S McKinley Ave

Street Address

Joplin Missouri 64801

City State Zip

417-206-6816 sales@americanrampcompany.com

Telephone Number Email

\*Seal  
(If Bidder is a Corporation)