

Vendor's Offer
Form 201-B (RFP)
"Return this Section with your Response"

It is required that Offeror complete, sign and submit the original of this form to the City Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response and/or a materially incomplete response will be considered nonresponsive and rejected.

Offeror is to type or legibly write in ink all information required below.

Company Name: <u>FLEXGROUND, LLC</u>		
Company Mailing Address: <u>1809 W. 4TH STREET</u>		
City: <u>TEMPE</u>	State: <u>AZ</u>	Zip: <u>85281</u>
Contact Person: <u>MICHAEL GUTMAN</u>		Title: <u>SALES MANAGER</u>
Phone No.: <u>602-803-7943</u> FAX: <u>623-223-1143</u> E-mail: <u>MIKE@FLEXGROUND.COM</u>		
<u>Company Tax Information:</u>		
Arizona Transaction Privilege (Sales) Tax No.: <u>20602139</u> or		
Arizona Use Tax No.: _____		
Federal I.D. No.: <u>01-0969396</u>		
City & State Where Sales Tax is Paid: <u>TEMPE, AZ</u> , _____		
If a Tempe based firm, provide Tempe Transaction Privilege (Sales) Tax No.: <u>204280</u>		

THIS PROPOSAL IS OFFERED BY

Name of Authorized Individual (TYPE OR PRINT IN INK) William Stafford

Title of Authorized Individual (TYPE OR PRINT IN INK) OWNER/PRESIDENT

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.



Signature of Authorized Offeror
(H:/RFP 3-2008)

05/18/2015
Date

Proposal Questionnaire

Vendor Qualifications and References

1. Briefly describe the history of your firm and the services it provides on a regular basis. Include the number of years in business.

FlexGround has been in business since 2010. Bill Stafford is the President of FlexGround, LLC and has extensive experience in the playground surfacing industry. He spent 3 years on the operations and installation side of the business managing crews in Southern California for one of the largest safety surfacing companies in the nation. Bill also has extensive experience in the sales aspect of the industry having spent 5.5 years as an Arizona sales manager of playground safety surfacing. Bill is widely considered to be one of the foremost experts in the playground surfacing industry, having served on the GLC council for industry experts. Bill has been licensed with the ROC since 2006.

2. Demonstrate your firm's knowledge of, and ability to, successfully perform work similar to that contemplated by this RFP. Include total number of employees and identify any sub-contractors to be used.

In addition to FlexGround's own experience, we have employed one of the most knowledgeable people in the industry in Mike Gutman, who has over 25 years of experience in installing the proposed system. FlexGround employs 20 employees. Southwest Surface Blasting will be our sub contractor.

3. For each subcontractor, describe their relevant experience, licenses, etc.

Southwest Surface Blasting has over 30 years of experience in AZ removing "cool decking" from pool decks and removing waterproofing from splash pads. Licenses: CR-5 162139, CR-5 106773

4. Provide customer references of at least three references for recent projects similar in size and complexity to this project. Include the company name, contact name, phone numbers, and a description and dates of the project completed.

Salcito Custom Homes: Harry Riffle- 602-722-8019
Waterproofing 40,000 sq/ft- Project in process
Waterproofing 30,000 sq/ft- Completed 2010

City of Scottsdale: Ken Shoup- 480-312-4005
Completed waterproofing and pool decks- 2013

City of Chandler: Sheri Passey- 602-361-0999
Pool Deck resurfacing- 2013

5. List applicable contractor licenses you have by title, number, expiration date and name of license holder. Licenses must be active and in good standing with the Arizona Registrar of Contractors at the time of proposal and throughout the term of the contract.

CR36: 283192- Plastering
CR36: 288687- Landscaping & Irrigation

Key Personnel

1. Identify all personnel who will be involved in performing the contracted services and indicate the total years of experience they have in performing work similar to that contemplated by this RFP.

Michael Gutman will be the lead supervisor for this project. He has been performing the work proposed in his project for over 25 years.

2. Provide contact information for your firm during normal business operating hours. Include contact names and phone numbers.

Michael Gutman: 602-803-7943
mike@flexground.com
Office Hours: M-F 7A-4P
Office Phone: 602-954-0000

Project Approach

1. Provide a detailed description (developed in specific response to this RFP) of your approach to this project. Describe how the work will be done and include quality control, quality assurance, schedule control, and testing and inspection services. At each step, identify the firm or subcontractor who will be performing the work.

1. Drain the pool and adjacent trench (Done by others)
2. Complete removal of all existing coating down to the bare concrete. FlexGround will use scrapers, diamond grinders, and shot blasting. Southwest Surface Blasting will complete this step.
3. We will cover areas as to avoid clogging the pool recirculation intakes
4. Dry & sweep off all residue
5. Apply 2 coats of MiraPrime Aqua-Blok XL
6. Detail all penetrations and corners as per manufacturer's specifications
7. Repair all cracks and caulk as required
8. Apply first coat of MiraCote MiraFlex Membrane C, 30 mil.
9. Apply 10" wide band of poly-fabric over all expansion joints
10. Apply second coat of MiraCote MiraFlex Membrane C, 30 mil over entire pool and trench and over the 10" wide bands of poly-fabric and blend in at edges of poly-fabric.
11. Quality control to be monitored by Mike Gutman who will be on site daily.
12. Moisture test to be done by Western Tech.
13. Inspection to be done by factory representative: MiraCote.

2. Present a timeline for the proposed completion dates for the indicated elements of work based on a tentative start date of October 16, 2014.

Day 1-8:

Complete removal of all existing coating down to the bare concrete. FlexGround will use scrapers, diamond grinders, and shot blasting. Southwest Surface Blasting will complete this step. We will cover areas as to avoid clogging the pool recirculation intakes

Day 9 & 10:

Hot water wash, dry & sweep off all residue

Day 11:

Apply first coat of MiraPrime Aqua-Blok XL

Day 12:

Apply second coat of MiraPrime Aqua-Blok XL

Day 13 & 14:

Detail all penetrations and corners as per manufacturer's specifications

Day 15:

Repair all cracks and caulk as required

Day 16:

Apply first coat of MiraCote MiraFlex Membrane C, 30 mil.

Day 17:

Apply 10" wide band of poly-fabric over all expansion joints

Day 18:

Apply second coat of MiraCote MiraFlex Membrane C, 30 mil over entire pool and the 10" wide bands of poly-fabric and blend in at edges of poly-fabric.

Day 19:

Touch up and clean up of jobsite.

Warranty

1. Provide a complete statement of warranty offered for product and workmanship.

SEE ATTACHED



1809 W. 4TH STREET
TEMPE, AZ 85281
PHONE: 602-954-0000
FAX: 623-223-1143
WWW.FLEXGROUNDCOATINGS.COM

FLEXGROUND MiraCote MiraFlex Limited Warranty

FLEXGROUND WARRANTY INITIATION DATE: _____

FLEXGROUND WARRANTY EXPIRATION DATE: _____

Project Name: _____

Project Job Number: _____

Project Location: _____

Project Owner: _____

Address: _____

City: _____ State: _____ Zip: _____

FLEXGROUND, LLC warrants that its FLEXGROUND MiraCote MiraFlex system installed at the above Project location shall be free from defects in workmanship and materials for a period of **FIVE (5) years** from the above initiation date.

THE WARRANTY CONTAINED HERE IS EXPRESSLY IN LIEU OF (AND PURCHASER HEREBY WAIVES) ALL OTHER WARRANTIES, EXPRESSED, STATUTORY, OR IMPLIED IN FACT OR BY LAW, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PURCHASER FURTHER AGREES THAT IN NO EVENT SHALL FLEXGROUND, LLC. ON ANY CLAIM OF ANY KIND HAVE ANY LIABILITY TO BUYER FOR LOSS OF USE, LOSS OF PROFITS OR FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

FLEXGROUND, LLC, and the Purchaser Expressly agree that the remedies provided in this warranty are in lieu of all other remedies against FLEXGROUND, LLC which Purchaser might otherwise have, to include but not limited to, consequential damages, direct damages, and indirect damages, and further that FLEXGROUND, LLC sole obligations hereunder are limited to the repair or replacement of defective material. If the same material is not available FLEXGROUND, LLC reserves the right to supply material of a similar grade and quality. Unless reasonable written notice is provided to FLEXGROUND, LLC by purchaser of a warranty claim all claims shall be barred. Reasonable notice is defined as written notice received thirty (30) days from the date the defect was either discovered or should have been discovered with reasonable diligence.

This warranty does not cover damage due to lifting, shifting or cracking of the underlying concrete; nor does it cover delamination or debonding due to shifting of the sub base or substrate beneath the sub base or improper installation of materials and/or products applied over, above or in conjunction with FLEXGROUND's MiraCote MiraFlex system.

Bill Stafford
President
FLEXGROUND, LLC



**AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE
CHAPTER 2 ARTICLE VIII SECTION 2-603(5)**

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

 Current copy of antidiscrimination policy attached

OR

 X I hereby certify FLEXGROUND, LLC (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

Signature

Date: 05/18/2015

WILLIAM STAFFORD
Print Name

OWNER/PRESIDENT
Title

FLEXGROUND, LLC
Company

Addendum to Solicitation



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchasing

Issue Date: | May 5, 2015

This addendum will modify and/or clarify:

Solicitation No.: | 15-140

and is

Addendum No. | 1

Procurement Description: | Tempe Center for the Arts Reflecting
Pool Resurfacing

Changes should be made as follows:

The Proposal Due Date and Proposal Due Time are hereby changed to ***Tuesday, May 19, 2015 at 3:00 P.M. (Arizona Time)***.

The Pre-Proposal Conference Attendance List is included with this Addendum as Attachment F.

A Revised Price Sheet is included with this Addendum and replaces the original price sheet in the Request for Proposal.

Clarification Items

This project must be completed by June 30, 2015. The City's timeline for all work to be performed and completed is from June 14, 2015 thru June 30, 2015.

There are pipe penetrations in the reflecting pool that are part of a non-operating water art feature in the reflecting pool. There are approximately 10 short pipe stub-ups in one section of the pool. These stub-ups will need to stay in place and be protected during work performance.

Questions and Answers

1. Will the awarded firm of this project also be awarded the maintenance contract for the reflecting pool?

No. The City has a maintenance contract with Clearwater Engineering for the maintenance of the reflecting pool and equipment. The City will work with the awarded contractor to ensure that the reflecting pool is maintained by Clearwater Engineering in a manner that is not harmful to the surfacing and is in compliance with the warranty terms.

2. Is there an existing surface that needs to be removed?

Yes. The existing surface is MPC and is approximately 7 years old. The existing surface needs to be removed and disposed of in its entirety before the new surface can be applied.

3. Is the trench included in this scope of work?

The trench will not be resurfaced as part of this contract however, the City will be adding a line to the Price Sheet for the cleaning and removal of accumulated debris and bubbling material in the trench.

4. Is a County Health Permit required for this project?

Based upon the requirements at <https://www.maricopa.gov/EnvSvc/EnvHealth/Forms.aspx>, it does not appear that this project requires a Maricopa County Environmental Health permit.

Alternate Approved Product

As an alternate to the currently specified membrane surface, the City is approving a stone scape interior for the water feature at the TCA. Stone scape interior shall be "StoneScapes®" or approved equivalent. The City will have the final determination as to whether or not to accept the originally specified membrane surface (Base Offer) or this alternative stone scape surface (Alternate Offer #2) at its sole option.

The Scope of Services for the stone scape interior must include, at the minimum, the following services:

1. Coordinate with the current pool maintenance firm to drain the pool.
2. Remove all top-coating, paints, or sealers and prepare the surface to the recommended condition per the manufacturer's specification/product data guide to ensure successful application and warranty.
3. Do not clog the pool recirculation intakes during surface preparation.
4. Dry sweep off all residue and appropriately prepare surface for successful product application and proper bond.
5. Mixing of the aggregate, pigments and cement shall be completed as per the manufacturer's specification/product data guide to ensure successful application and warranty.
6. All pumping of the product into the pool shall be per the manufacturer's specification/product data guide.
7. Application of the stone scape interior for the water feature shall be completed per the manufacturer's specification/product data guide.
8. Pool finish shall have a very smooth and uniform appearance. All spike holes shall be filled with aggregate and cement, not just cream.
9. Contractor shall ensure proper exposure of the pool finish is completed in accordance with the manufacturer's specification/product data guide.
10. Contractor shall take proper care to protect the pool finish from rapid drying conditions such as high wind, high temperature or low humidity. A cover shall not be placed directly on the aggregate surface.
11. Contractor shall follow filling procedures per the manufacturer's specification/product data guide.
12. Contractor shall consult the National Plasterer Council (NPC) Guideline for coverage rates.

There are no other changes at this time. Please be sure to sign and return this addendum with proposal prior to the due date and time noted above.

The balance of the specifications and bid solicitation instructions remain the same. Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with proposal response. Failure to sign and return an addendum prior to proposal opening time and date may make the proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

FlexGround, LLC
NAME OF COMPANY

1809 W. 4th Street
ADDRESS (or PO Box)

Tempe, AZ 85281
CITY STATE ZIP

William Stafford, President
BY NAME (please print) TITLE

602-954-0000
TELEPHONE


AUTHORIZED SIGNATURE

Revised Pricing Section (05/05/2015)

"Return this Section with your Response"

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	JOB PRICE
1.	<u>Base Offer:</u> Total inclusive job cost to resurface the reflecting pool using the membrane product to include all material, labor, equipment, and taxes, etc. No separate delivery, labor, chemicals, material charges, or fuel surcharges are permitted.	\$ <u>154,319.35</u>
1A.	<u>Alternate Offer 1A:</u> Total inclusive job cost to clean and remove accumulated debris and bubbling material from trench to include all costs including material, labor, equipment, taxes, etc.	\$ <u>4,500.00</u>
2.	<u>Alternate Offer #2</u> Total inclusive job cost to resurface the reflecting pool using the stone scape alternate specification to include all material labor, equipment, and taxes, etc. No separate delivery, labor, chemicals, material charges of fuel surcharges are permitted.	\$ _____

Bidder Alert:

- Be sure to include a completed proposal questionnaire (per page 24 of the RFP) with submittal
- Be sure to include a signed and completed Vendor Offer Page
- Regarding the three customer references to be included within the Proposal Questionnaire – please be sure to include references that support similar surfacing products that the firm is offering per the above – either the membrane product or the stone scape product so the City can evaluate the company's expertise with installing these different products.
- Companies may bid on either or both the Base Offer and the Alternate #2 Offer

* Applicable Tax 8.30 %

*** State correct jurisdiction to receive sales tax on the Vendor's Offer, Form 201-B (RFP) included in this Request for Proposal.**

Less prompt payments discount terms of ___ % ___ days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

Ordering and Invoice Instructions

In order to facilitate internal control and accounting, each City Department will order and must be invoiced separately. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three (3) and six (6) ordering departments. At the time an order is placed, the Contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the purchase order number. Once a month, the Contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.

Revised Pricing Section (05/05/2015)

“Return this Section with your Response”

Invoices shall include:

1. Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2. Total Cost Per Item.
3. Applicable Tax.
4. Payment Terms.
5. Blanket Purchase Order Number.

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

Statement mailing address:

City of Tempe
Accounting (see below for your contact)
P.O. Box 5002
Tempe, Arizona 85280
Phone: 480-350-8355

Accounting Contacts:

Alex Chin
Ramona Zapien
Danielle Plunkett

Letters A – H and Numbers
Letters I – Z
General AP Inquiries and AP Checks

Attachment F

Pre-Proposal Conference Attendance List
RFP #15-140 Tempe Center for the Arts Reflecting Pool Resurfacing
Tuesday, Tuesday, April 28, 2015, 10:00 a.m.

Name	Company	Phone Number	E-mail Address
JASON MORA	MIRACOTE	310 872-8753	jason.mora@epemail.net
MICHAEL GUTMAN	Flexground	602-803-7943	MIKE@flexground.com
Mike Goullicker	Flexground	(480) 390-7888	MG@flexground.com
DAVID BROWN	FOUNTAIN SPECIALISTS	602 957 8991	FOUNTAINFIXER@aol.com
DAN HOLLOWAY	GREAT AMERICAN BOLS	602 299 9069	dlh2222@live.com
RYAN ROBICAN	Surfacing Concepts	602-847-0024	SurfacingConcepts@gmail.com
Jim moore	jim.moore@redcorp.com	6233630511	NFT
Danny Sipe	Smalley & Company	623 694-6806	d.sipe@smalleyandcompany.com

Addendum to Solicitation



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchasing

Issue Date: | May 14, 2015

This addendum will modify and/or clarify:

Solicitation No.: | 15-140

and is

Addendum No. | 1

Procurement Description: | Tempe Center for the Arts Reflecting
Pool Resurfacing

Changes should be made as follows:

The Proposal Due Date and Proposal Due Time remains unchanged at *Tuesday, May 19, 2015 at 3:00 P.M. (Arizona Time)*.

Clarification Items

The City desires that this project is completed by June 30, 2015. The City's current timeline for all work to be performed and completed is from June 14, 2015 thru June 30, 2015. If for some reason this timeline cannot be met by the responding firm, please indicate what in your proposal response and indicate how long the project will take after notice to proceed.

The balance of the specifications and bid solicitation instructions remain the same. Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with proposal response. Failure to sign and return an addendum prior to proposal opening time and date may make the proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

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NAME OF COMPANY

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