



CONTRACT AMENDMENT

Materials Management Procurement
 9875 N. 85th Ave., 2nd Fl.
 Peoria, AZ 85345
 Telephone: (623) 773-7115
 Fax: (623) 773-7118
 Buyer: Terry Andersen

Solicitation No. P12-0076 Page 1 of 1
 Description: Inflatables, Bounce Houses and Outdoor Amusement Rental
 Amendment No. Four (4) Date: 7/14/16

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 9/30/16. The New Contract Term is 10/1/016 to 9/30/17.
 LAST YEAR OF CONTRACT

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Brian Bering 7-25-16 Brian Bering, Owner B.T. Bouncies, LLC
 Signature Date Typed Name and Title Company Name
 15030 W. Turley Avenue Goodyear AZ 85395
 Address City State Zip Code

Attested By: *Rhonda Geriminsky* Rhonda Geriminsky, City Clerk
 Director: *John R. Seffen, Jr.* John R. Seffen, Jr., Community Services Director
 Project Manager: *William Moss* William Moss, Recreation Supervisor
 Special Events



City Seal
 Copyright 2003 City of Peoria, Arizona

CC Number
 ACON48812D
 Contract Number

Cheryl Torres
 Approved as to Form: City Attorney
 The above referenced Contract Amendment is hereby Executed
Aug 10, 2016, at Peoria, Arizona
Dan Zenko
 Dan Zenko, Materials Manager

Official File

ACON48812D



CONTRACT AMENDMENT

**Materials Management
Procurement**
 9875 N. 85th Ave., 2nd Fl.
 Peoria, AZ 85345
 Telephone: (623) 773-7115
 Fax: (623) 773-7118
 Buyer: Terry Andersen

Solicitation No. P12-0076 Page 1 of 1
 Description: Inflatables, Bounce Houses and Outdoor Amusement Rental
 Amendment No. Three (3) Date: 7/9/15

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 9/30/15.

The New Contract Term Is: 10/1/015 to 9/30/16

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Brian Bering 7-25-15 Brian Bering, Owner B.T. Bouncies, LLC
 Signature Date Typed Name and Title Company Name
 15030 W. Turney Avenue Goodyear AZ 85395
 Address City State Zip Code

Attested By: *Rhonda Geriminsky*
 Rhonda Geriminsky, City Clerk

John R. Sefton, Jr.
 Director: John R. Sefton, Jr., Community Services Director

Project Manager: William Moss, Recreation Supervisor
 Special Events



CC Number
 ACON48812C
 Contract Number

Stephen M. Kemp
 Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
August 6, 2015 at Peoria, Arizona

Dan Zenko
 Dan Zenko, Materials Manager

ACON48812C



CONTRACT AMENDMENT

**Materials Management
Procurement**
 9875 N. 85th Ave., 2nd Fl.
 Peoria, AZ 85345
 Telephone: (623) 773-7115
 Fax: (623) 773-7118
 Buyer: Terry Andersen

Solicitation No. P12-0076 Page 1 of 1
 Description: Inflatables, Bounce Houses and Outdoor Amusement Rental
 Amendment No. Two (2) Date: 7/14/14

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 9/30/14.

Contract Term: 10/1/014 to 9/30/15

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Brian Bering 8-29-14
 Signature Date

Brian Bering, Owner
 Typed Name and Title

B.T. Bouncies, LLC
 Company Name

15030 W. Turney Avenue
 Address

Goodyear
 City

AZ 85395
 State Zip Code

Attested By:

Rhonda Geriminsky
 Rhonda Geriminsky, City Clerk

John Sefton
 Director: John Sefton, Community Services Director

Matt Kalcevich
 Project Manager: Matt Kalcevich, Special Events Supervisor

CC Number

ACON48812B
 Contract Number

Stephen M. Kemp
 Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
September 10, 2014 at Peoria, Arizona



City Seal
 Copyright 2003 City of Peoria, Arizona

Official File

Dan Zenko
 Dan Zenko, Materials Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/20/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Friedman Insurance, Inc. 880 Locust Street - Suite 200 P O Box 759 Dubuque IA 52004-0759		CONTACT NAME: Paula Fitzgerald, CISR PHONE (A/C, No, Ext): (563) 556-0272 FAX (A/C, No): (563) 556-4425 E-MAIL ADDRESS: fitzgeraldp@friedman-group.com	
INSURED B.T. Bouncies, LLC 15030 West Turney Avenue Goodyear AZ 85338-0664		INSURER(S) AFFORDING COVERAGE INSURER A: Secura Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 22543

COVERAGES CERTIFICATE NUMBER:14-15 REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CP3168038-4	8/20/2014	8/20/2015	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) \$ Excluded	
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
							\$	
A	AUTOMOBILE LIABILITY			A3170603-4	8/20/2014	8/20/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
								PROPERTY DAMAGE (Per accident) \$
							Medical payments \$ 5,000	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CU3176123-4	8/20/2014	8/20/2015	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				OTHER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$	
							E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Peoria is listed as an Additional Insured on the above General Liability.

RE: Proposal No. P12-0076

CERTIFICATE HOLDER

CANCELLATION

CITY OF PEORIA 9875 N 85TH AVE 2nd FLOOR PEORIA, AZ 85345	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Sandra Swift/PF
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CONTRACT AMENDMENT

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Terry Andersen

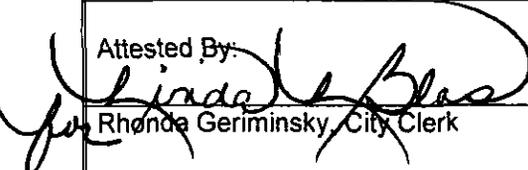
Solicitation No. P12-0076 Page 1 of 1
Description: Inflatables, Bounce Houses and Outdoor Amusement Rental
Amendment No. One (1) Date: August 1, 2013

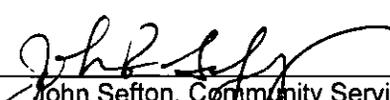
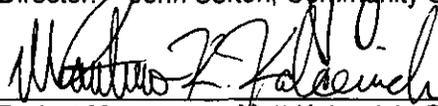
In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 9/30/13.

Contract Term: 10/1/013 to 9/30/14

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	<u>Aug 10/2013</u>	Brian Bering, Owner	B.T. Bouncies, LLC
Signature	Date	Typed Name and Title	Company Name
15030 W. Turney Avenue		Goodyear	AZ 85395
Address		City	State Zip Code

Attested By: 
Rhonda Geriminsky, City Clerk

	Director: John Sefton, Community Services Director
	Project Manager: Matt Kalcevich, Special Events Supervisor



CC Number
ACON48812A
Contract Number

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
Sept 4 2013 at Peoria, Arizona


Dan Zenko, Materials Manager



City of Peoria, Arizona Notice of Request for Proposal

Request for Proposal No: **P12-0076** Proposal Due Date: **July 16, 2012**
 Materials and/or Services: **Inflatables, Bounce Houses and Outdoor Amusement Rental** Proposal Time: **5:00 P.M. AZ Time**
 Mailing Address: **City of Peoria, Materials Management** Contact: **Terry Andersen**
9875 N. 85th Avenue, 2nd Floor, Peoria, AZ 85345 Phone: **(623) 773-7115**

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the *entire* Request for Proposal Package.

OFFER

To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact:

Name: Brian Bering

Telephone: 623.696.5586 Fax: _____

Email: brian@btbouncies.com

B.T. Bouncies, LLC

Company Name

Authorized Signature for Offer

15030 West Turney Avenue

Brian Bering

Printed Name

Address

Goodyear AZ 85395

Owner

City

State

Zip Code

Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; 3.) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by:

City Clerk

City of Peoria, Arizona.

Effective Date: July 27, 2012

Approved as to form:

Stephen M. Kemp, City Attorney

CC: _____

Contract Number:

ACON 48812

Contract Awarded Date: July 26, 2012

City Seal

Official File: _____

John R. Sellen, Jr., Community Services Director

Dan Zenko, Materials Management Supervisor

B.T. Bouncies

A bounce in the right direction

August 29, 2012

Ms. Terry Andersen
Buyer I
Materials Management
City of Peoria
8401 West Monroe Street
Peoria, AZ 85345

Phone: (623) 773-7981

Email: Theresa.Andersen@peoriaaz.gov

RE: Best and Final Offer Request
Solicitation Number P12-0076; Inflatables, Bounces Houses and Outdoor Amusement Rental.

Dear Ms. Andersen:

We appreciate the opportunity to respond to your August 28th letter regarding the above solicitation. B.T. Bouncies/Paradise Bouncers are professionals who offer the City of Peoria a unique blend of quality and service. We offer the following responses:

- Blank line items for the July 4th event have been filled in and we guarantee the B.T. Bouncies/Paradise Bouncer team will fulfill this obligation.
- We have added a column for easy view of staff pricing for each line item.
- The City may use its own volunteers to staff the carnival games and B.T. Bouncies/Paradise Bouncers staff will be immediately available at your request.
- In the event, additional staff will be outsourced to a third party, a background check on staff will be conducted and our liability insurance will cover these screened staff members.
- The City of Peoria's request for 'Pay for Play' services is understood. Our team has provided this service for many public clients. This is a difficult proposition since we are not aware of the size of the events that would run as a 'Pay for Play' pricing structure. Without the knowledge of the number of inflatables or attendees involved, profit estimates are unknown. B.T. Bouncies and Paradise Bouncers normally return 10 to 15 percent to our clients for 'Pay for Play' events. To best represent the City of Peoria, we offer a 20% return of revenue from ticket sales for this type of service. With additional information, this percentage is negotiable.

Ms. Terry Andersen
Buyer I
Materials Management
City of Peoria

August 29, 2012
Page 2
Best and Final Offer
Solicitation No. P12-0076

- Regarding the pricing and our Best and Final Offer, B.T. Bouncies/Paradise Bouncers share a philosophy different than most inflatable providers. We do not raise our pricing during holidays nor do we raise our prices when we provide quotes to municipalities and large events. Our competition raises wages paid to their employees on holidays, the B.T. Bouncies/Paradise Bouncers team did not raise the normal wages of staff. Our team feels our pricing is fair, honest, and competitive. We stand by the pricing offered in the proposal and have broken out staffing hours as requested.

Summary

We offer the following breakdown to clearly convey our pricing:

Total for Generators (added as shown for each event – may be optional).....	\$2,160
Total for Material.....	\$26,080
Total for Staff Pricing.....	\$4,860

We strived to answer all questions clearly and thoroughly. If we can answer any questions or offer clarity on any items, we are available at any time and would appreciate that opportunity. We look forward to creating a successful relationship with the City of Peoria while proudly serving your community.

Thank you.

Sincerely,

B.T. Bouncies, LLC


Brian Bering

BB/slr

Cc: Kelli Kincaid-Broadly, Special Events Supervisor – kelli.kincaid-broadly@peoriaaz.gov



PRICE SHEET

Solicitation Number: P12-0076

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Rental Needs per Special Event:

<u>Description of Material and/or Services</u>	<u>Quantity</u>	<u>Price</u>	<u>Extended Price</u>	<u>Staff Pricing</u>
1a. <u>Halloween Monster Bash & Balloon Illumination</u>				
Bounces – Cars & Disney Princess Beauty	2 EA	\$ 95.00	\$ 190.00	\$120.00
Bounce – Disney Justice League	1 EA	\$ 95.00	\$ 95.00	\$ 60.00
Petting Zoo	1 EA	\$ 600.00	\$ 600.00	\$ 0.00
Slides – 24' Slide & 24' Dual Lane Tidal Wave	2 EA	\$ 399.00	\$ 798.00	\$120.00
Slide – Big Kahuna & Mighty Slide	2 EA	\$ 229.00	\$ 458.00	\$120.00
Slide – Tropical	1 EA	\$ 199.00	\$ 199.00	\$ 60.00
Rock Wall	1 EA	\$ 500.00	\$ 500.00	\$ 0.00
Swing Ride	1 EA	\$ 500.00	\$ 500.00	\$ 0.00
Carnival Games w/ 10 Fronts	20 EA	\$ 42.50	\$ 850.00	\$600.00
List other charges that may apply: (Delivery, Set Up, Take Down, Misc. fees, etc.)				
One, 36 KW generator and two spider boxes			\$ 300.00	
Event Material Total			\$ 4,190.00	
Staff Pricing Total			\$ 1,080.00	
Subtotal:			\$ 5,570.00	
Tax:			\$ 545.86	
# of Staff for event: 18	Event Total:		\$ 6,115.86	

Please note: Each item is priced as fully staffed for a 4-hour period including carnival games.



PRICE SHEET

Solicitation Number: P12-0076

**Materials Management
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Fax: (623) 773-7118

<u>Description of Material and/or Services</u>	<u>Quantity</u>	<u>Price</u>	<u>Extended Price</u>	<u>Staff Pricing</u>
1b. <u>Oldtown Holiday Festival</u>				
Toddler Combo	1 EA	\$ 199.00	\$ 199.00	\$ 60.00
Bounce - Mickey Mouse/Spiderman	2 EA	\$ 125.00	\$ 250.00	\$120.00
Petting Zoo	1 EA	\$ 600.00	\$ 600.00	\$ 0.00
Slide -24' Double	1 EA	\$ 399.00	\$ 399.00	\$ 60.00
List other charges that may apply: (Delivery, Set Up, Take Down, Misc. fees, etc.)				
Generators			\$ 135.00	
<u>Event Material Total</u>			\$ 1,448.00	
<u>Staff Pricing Total</u>			\$ 240.00	
Subtotal:			\$ 1,823.00	
Tax:			\$ 178.65	
# of Staff for event: <u>5</u>	Event Total:		\$ 2,001.65	

Please note: Each item is priced as fully staffed for a 4-hour period.



PRICE SHEET

Solicitation Number: P12-0076

**Materials Management
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9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

<u>Description of Material and/or Services</u>	<u>Quantity</u>	<u>Price</u>	<u>Extended Price</u>	<u>Staff Pricing</u>
1c. P83 Party (power is to be provided by contractor for this event)				
Toddler Combo	1 EA	\$ 199.00	\$ 199.00	\$ 60.00
Bounce – Sports	1 EA	\$ 89.00	\$ 89.00	\$ 60.00
Slide – Fun	1 EA	\$ 149.00	\$ 149.00	\$ 60.00
Hamster Balls w/ Track	2 EA	\$ 300.00	\$ 300.00 600.00	\$ 0.00
T-Ball	1 EA	\$ 100.00	\$ 100.00	\$ 0.00
Slide – Extreme Double – 2	1 EA	\$ 489.00	\$ 489.00	\$ 60.00
Swing Loop	1 EA	\$ 500.00	\$ 500.00	\$ 0.00
Zip Line	1 EA	\$ 2250.00	\$ 2250.00	\$ 0.00
Ticket Booth	1 EA	\$ 130.00	\$ 130.00	\$ 0.00
Ticket Booth Signs	2 EA	\$ 10.00	\$ 20.00	\$ 0.00
List other charges that may apply: (Delivery, Set Up, Take Down, Misc. fees, etc.)				
Generators			\$ 135.00	
Event Material Total			\$ 4,526.00	
			\$ 4,226.00	
Staff Pricing Total			\$ 240.00	
			\$ 4,901.00	
	Subtotal:		\$ 4,601.00	
	Tax		\$ 450.90	
# of Staff for event: 9	Event Total:		\$ 5,051.90	

Please note: Each item is priced as fully staffed for a 4-hour period.



PRICE SHEET

**Materials Management
Procurement**
 9875 N. 85th Ave., 2nd Fl.
 Peoria, Arizona 85345-6560
 Phone: (623) 773-7115
 Fax: (623) 773-7118

Solicitation Number: P12-0076

<u>Description of Material and/or Services</u>	<u>Quantity</u>	<u>Price</u>	<u>Extended Price</u>	<u>Staff Pricing</u>
1d. <u>Dolly Sanchez Memorial Easter Egg Hunts</u>				
Bounces – Cars & Spiderman	2 EA	\$ 95.00	\$ 190.00	\$120.00
Bounce Module	1 EA	\$ 95.00	\$ 95.00	\$ 60.00
Petting Zoo	1 EA	\$ 600.00	\$ 600.00	\$ 0.00
Slides – 24-foot slide & 24-foot Tidal Wave	2 EA	\$ 399.00	\$ 798.00	\$120.00
Slide – Fun	2 EA	\$ 159.00	\$ 318.00	\$120.00
Slide – Tropical	1 EA	\$ 199.00	\$ 199.00	\$ 60.00
Rock Wall	1 EA	\$ 500.00	\$ 500.00	\$ 0.00
Swing Ride	1 EA	\$ 500.00	\$ 500.00	\$ 0.00
Carnival Games w/ 10 Fronts	20 EA	\$ 42.50	\$ 850.00	\$600.00
List other charges that may apply: (Delivery, Set Up, Take Down, Misc. fees, etc.)				
36 KW Generator with 2 spider boxes			\$ 300.00	
Event Material Total			\$ 4,050.00	
Staff Pricing Total			\$ 1,080.00	
Subtotal:			\$ 5,430.00	
Tax:			\$ 532.14	
# of Staff for event: 20	Event Total:		\$ 5,962.14	

Please note: Each item is priced as fully staffed for a 4-hour period including carnival games.



PRICE SHEET

Solicitation Number: P12-0076

**Materials Management
Procurement**
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Fax: (623) 773-7118

<u>Description of Material and/or Services</u>	<u>Quantity</u>	<u>Price</u>	<u>Extended Price</u>	<u>Staff Pricing</u>
1e. Pioneer Days				
Toddler Combo	1 EA	\$ 199.00	\$ 199.00	\$ 60.00
Bounce – Mickey Mouse/Spiderman	2 EA	\$ 125.00	\$ 250.00	\$120.00
Petting Zoo	1 EA	\$ 600.00	\$ 600.00	\$ 0.00
Slide -24' Double	1 EA	\$ 399.00	\$ 399.00	\$ 60.00
List other charges that may apply: (Delivery, Set Up, Take Down, Misc. fees, etc.)				
Generators			\$ 90.00	
<u>Event Material Total</u>			\$ 1,448.00	
<u>Staff Pricing Total</u>			\$ 240.00	
Subtotal:			\$ 1,778.00	
Tax:			\$ 174.24	
# of Staff for event: <u>5</u>	Event Total:		\$ 1,952.24	

Please note: Each item is priced as fully staffed for a 4-hour period.



PRICE SHEET

Solicitation Number: **P12-0076**

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

<u>Description of Material and/or Services</u>	<u>Quantity</u>	<u>Price</u>	<u>Extended Price</u>	<u>Staff Pricing</u>
If. July 4th All American Festival				
16' Water Slide w/pool	2 EA	\$ 219.00	\$ 438.00	\$120.00
18' Water Slide w/pool	2 EA	\$ 299.00	\$ 598.00	\$120.00
14-foot Water Slide w/pool	2 EA	\$ 199.00	\$ 398.00	\$120.00
16-foot Slide	2 EA	\$ 272.00	\$ 544.00	\$120.00
20-foot Big Kahuna	1 EA	\$ 289.00	\$ 289.00	\$ 60.00
Combo Bouncies w/Pools	2 EA	\$ 199.00	\$ 398.00	\$120.00
24-foot dual lane Tidal Wave	1 EA	\$ 459.00	\$ 459.00	\$ 60.00
Rock Wall	1 EA	\$ 500.00	\$ 500.00	\$ 0.00
Slip & Slide Arch	2 EA	\$ 159.00	\$ 318.00	\$120.00
Slip & Slide Arch	1 EA	\$ 159.00	\$ 159.00	\$ 60.00
24-foot Slide with/Pool	1 EA	\$ 549.00	\$ 549.00	\$ 60.00
20-foot Slide with/Pool	1 EA	\$ 499.00	\$ 499.00	\$ 60.00
24-foot Slip N Slide	1 EA	\$ 159.00	\$ 159.00	\$ 60.00
Dunk Tank	1 EA	\$ 159.00	\$ 159.00	\$ 60.00
Down Pour Derby	1 EA	\$ 199.00	\$ 199.00	\$ 60.00
Combo Obstacle - wet	1 EA	\$ 249.00	\$ 249.00	\$ 60.00
Combo Obstacle - wet	1 EA	\$ 249.00	\$ 249.00	\$ 60.00
Swing Loop	1 EA	\$ 500.00	\$ 500.00	\$ 0.00
Petting Zoo	1 EA	\$ 600.00	\$ 600.00	\$ 0.00
Mechanical Bull	1 EA	\$ 650.00	\$ 650.00	\$ 0.00
Bounces (Mickey Mouse, Spider-Man, Alligator, Rocket)	4 EA	\$ 95.00	\$ 380.00	\$240.00



PRICE SHEET

Solicitation Number: P12-0076

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

13' Fun Slide	2 EA	\$ 149.00	\$ 149.00 298.00	\$ 60.00
Crazy Dancers – Red, White, Blue	6 EA	\$ 50.00	\$ 300.00	

List other charges that may apply:
(Delivery, Set Up, Take Down, Misc. fees, etc.)

36 KW Generators with spider boxes \$ 900.00

Event Material Total \$ ~~8,743.00~~ 8,892.00

Staff Pricing Total \$ 1,620.00

Subtotal: \$ ~~11,263.00~~ 11,412.00

Tax: \$ 1,103.77

of Staff for event: 27 Event Total: \$ 12,366.77

Please note: Each item is priced as fully staffed for a 4-hour period.



PRICE SHEET

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Rental Needs Per Recreation Events:

<u>Description of Material and/or Services</u>	<u>Quantity</u>	<u>Price</u>	<u>Extended Price</u>	<u>Staff Prici</u>
<u>2a. Summer Camp and Summer Recreation Day</u>				
Bounce	1 EA	\$ 95.00	\$ 95.00	\$ 60.00
Tidal Wave Slide (w/pool)	1 EA	\$ 459.00	\$ 459.00	\$ 60.00
Water Slide	1 EA	\$ 199.00	\$ 199.00	\$ 60.00
Rainbow Slip and Slide	1 EA	\$ 159.00	\$ 159.00	\$ 60.00
Arch Slip and Slides	2 EA	\$ 159.00	\$ 318.00	\$120.00
Kwik Span Tents	13 EA	\$ 700.00	\$ 700.00	\$ 0.00
Generator	1 EA	\$ 45.00	\$ 45.00	\$ 0.00
List other charges that may apply: (Delivery, Set Up, Take Down, Misc. fees, etc.)				
36KW Generator with 2 spider boxes			\$ 300.00	
Event Material Total			\$ 1,975.00	
Staff Pricing Total			\$ 360.00	
	Subtotal:		\$ 2,635.00	
	Tax:		\$ 258.23	
# of Staff for event <u>6</u>	Event Total:		\$ 2,893.23	

Please note: Each item is priced as fully staffed for a 4-hour period.



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1.a. Halloween Monster Bash & Balloon Illumination	Event Total	\$ <u>6,115.86</u>
1.b. Oldtown Holiday Festival	Event Total	\$ <u>2,001.65</u>
1.c. P83 Party	Event Total	\$ <u>5,051.90</u>
1.d. Dolly Sanchez Memorial Easter Egg Hunts	Event Total	\$ <u>5,962.14</u>
1.e. Pioneer Days	Event Total	\$ <u>1,952.24</u>
1.f. July 4 th All American Festival	Event Total	\$ <u>12,366.77</u>
2.a. Recreation Events	Event Total	\$ <u>2,893.23</u>
Grand Total of All Events		\$ <u>36,343.79</u>

Please attach current inventory price sheet which includes delivery, set up, take down, misc. fees, etc. and 10 % discount that vendor would offer if additional equipment, services or staff is needed for City of Peoria events.

Current pricing is for one year. Subsequent renewals will be negotiated at time of renewal. Multiple awards may be possible.

DETAILED BREAKDOWN

Generator Total	\$ 2,160.00
Material Total	\$26,080.00 26,529.00
Staff Pricing Total	\$ 4,860.00
Sales Tax Total	\$ 3,243.79

GRAND TOTAL = \$36,343.79

Please note: Each item is priced as fully staffed for a 4-hour period.



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

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1. PREPARATION OF PROPOSAL:

- a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
- b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
- d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.

4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late proposal shall be so notified.

5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.

6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.

8. **NEW:** All items shall be new, unless otherwise stated in the specifications.

9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

12. AWARD OF CONTRACT:

a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:

- (1) Waive any immaterial defect or informality; or
- (2) Reject any or all proposals, or portions thereof, or
- (3) Reissue a *Request For Proposal*.

c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

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THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.



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This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its



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option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontract were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:



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- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.



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26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P12-0076

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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Inflatables, Bounce Houses and Outdoor Amusement Rental.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards.
5. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
6. **Contract Type:** Fixed Price
7. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
8. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
9. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
10. **Submittal Requirements:** See Page 27 for Proposal Format and Submittal Requirements for this solicitation.
11. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
 - a. Project Understanding and Approach
 - b. Company Experience/Qualifications and Staffing
 - c. Cost Considerations
 - d. Conformance to Request for Proposal

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

12. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.



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13. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
14. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
15. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
16. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
17. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
18. **Payments:** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
19. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.



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The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

20. **Required Insurance Coverage:**

a. **Commercial General Liability**

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subcontracting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. **Automobile Liability**

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. **Workers' Compensation**

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

d. **Professional Liability**

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

21. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, and formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.



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In the event any insurance policy(ies) required by this contract is(are) written on a "Aclaims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

22. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

23. **Independent Contractor:**

a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

24. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately



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notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

25. **Estimated Quantities:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.
26. **Confidential Information:**
- If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
 - The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
 - The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
27. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
28. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
29. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:
- Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
 - Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves to right to restrict the use of any non-secure websites under this contract.
 - Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
 - Ensure that office computers are password protected and that computer screens lock after a set period of time.
 - Ensure that offices and workspaces containing customer information are secure.



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f. Ensure that computer virus protection is up to date

30. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

31. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.

32. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

33. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

- a. The contractor provides material that does not meet the specifications of the contract;
- b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
- c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- A. Cancel any contract;
- B. Reserve all rights or claims to damage for breach of any covenants of the contract;
- C. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
- D. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Collection against the bid and/or performance bond, or;
 - iii. Any combination of the above or any other remedies as provided by law.



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I. INTRODUCTION

The City of Peoria is requesting proposals from qualified firms for the rental of Inflatables, Bounce Houses and Outdoor Amusement Activities for its Special Events and Activities. The City hosts Special Events and Activities throughout the year at various locations within the City for residents and non-residents of Peoria. The City may also include other activities and community events on an as-needed basis. The primary focus of this contract is to provide outdoor amusement activities and inflatables with the general appearance of the highest standards in a safe, clean and friendly environment. The City may award multiple vendor contracts to accommodate various City needs.

A. Background

The City plans and hosts a variety of Special Events and Activities throughout the year. The anticipated events listed below provide the date of the event, the estimated attendance based on previous event attendance, and the quantity and type of rental equipment that has typically been used at the event. The rental equipment to be used at each event will be determined by the City's Special Event Coordinator and may vary per event from year to year based on preference and/or attendance.

<u>1. SPECIAL EVENTS</u>	<u>Estimated Attendance</u>	<u>Event Time(s)</u>
a. <u>Halloween Monster Bash & Balloon Illumination (October 27, 2012)</u>	12,000	5-9pm
2 - Bounces – Lightning McQueen & Spider-Man		
1 - Bounce – Tropical		
1 - Kritter Korral		
2 - Slides – ‘Cars’ Double & 24’ Double		
2 - Slide – Fun		
1 - Slide – Tropical		
1 - Climbing Wall		
1 - Swing Ride		
20 - Carnival Games w/ 10 Fronts		
b. <u>Oldtown Holiday Festival (November 30, 2012)</u>	11,000	5-9pm
1 - Kiddy Playland Bounce		
2 - Bounce - Mickey Mouse/Spiderman		
1 - Kritter Korral		
1 - Slide -24’ Double		
c. <u>P83 Party (March 2, 2013)</u>	7,000	4-8pm
1 - Candyland		
1 - Bounce – Sports		
1 - Slide – Fun		
2 - Hamster Balls w/ Track		
1 - Helmet Baseball Pitch w/ Prizes		
1 - Slide – Extreme Double		
1 - Spinning Berry		
1 - Zip Line		
1 - Ticket Booth		
2 - Ticket Booth Signs		



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SPECIAL EVENTS (cont'd)

	<u>Estimated Attendance</u>	<u>Event Time(s)</u>
d. <u>Dolly Sanchez Memorial Easter Egg Hunts (March 30, 2013)</u> 2 - Bounces - Lightning McQueen & Spider-Man 1 - Bounce - Tropical 1 - Kritter Korral 2 - Slides - 'Cars' Double & 24' Double 2 - Slide - Fun 1 - Slide - Tropical 1 - Climbing Wall 1 - Swing Ride 20 - Carnival Games w/ 10 Fronts	8,000	8am-12pm
e. <u>Pioneer Days (April 6, 2013) - (Event to be similar to Oldtown Holiday Festival)</u> 1 - Kiddy Playland Bounce 2 - Bounce - Mickey Mouse/Spiderman 1 - Kritter Korral 1 - Slide -24' Double	2,000	8am-1pm
f. <u>July 4th All American Festival (July 4, 2013)</u> 2 - 16' Water Slide w/pool 2 - 18' Water Slide w/pool 2 - 18' Patriotic Water Slide 2 - 18' Tropical Slide 1 - 20' Wild Wave Slide 2 - 28' Kids Scrub 1 - 33' Wave of Fire Slide 1 - 18' Slide - Slip & Slide Combo 2 - Slip & Slide Arch 1 - Slip & Slide - Rub a Dub 1 - 30' Water Slide w/ pool 1 - 18' Rip Curl Slide 1 - 18' Wild Rapids Slide 1 - 33' Beach Slide 1 - Down Pour Derby 1 - Water Roulette 1 - Figure - John Wayne 1 - Spinning Barrel 1 - Western Town - Game Room 1 - Mechanical Bull w/ 27' Inflated Tent 4 - Bounces - Mickey Mouse, Spider-Man, Alligator, Rocket 2 - 13' Fun Slide 6 - Crazy Dancers - Red, White, Blue	25,000	5-9pm

2. RECREATION EVENTS

- a. Summer Camp and Summer Recreation Day (June)
 - 1 - Bounce
 - 1 - Tidal Wave Slide
 - 1 - Water Slide



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- 1 - Rainbow Slip and Slide
- 2 - Arch Slip and Slides
- 13 - Kwik Span Tents
- 1 - Generator

B. Deliverables

- 1. Rent Equipment
- 2. Deliver and Set up Equipment
- 3. Adequate Staff for the duration of event
- 4. Takedown and Removal of Equipment

C. General Requirements

- 1. The Contractor will be responsible for the staff, delivery, set up, tear down and removal of the rental equipment or on the event date as agreed upon by the firm and Special Event Coordinator.
- 2. All inflatable and amusement activities are to be staffed appropriately and ready to operate no later than one (1) hour prior to each event start time. All inflatable and amusement activities must be removed immediately following each event.
- 3. The Contractor will notify the Special Events Coordinator at least ten (10) days prior to the scheduled time or times of the Special Event for any reason the contractor is unable to set up the attraction on the scheduled date of the Special Event. It is further understood that in the event the contractor is unable to set up the attraction on the date scheduled, the City of Peoria reserves the right to cancel this contract without penalty according to the terms and conditions within the contract.
- 4. The Contractor shall be responsible for proper personal conduct of all its members while providing services under the contract and shall conduct themselves in a proper, acceptable, and professional manner. The dress and decorum of the attraction shall be consistent with what would typically be expected for a public event, which is open to people of all ages, including minors in attendance. The Contractor and its members shall not use improper language, abuse controlled substances, consume alcoholic beverages or use tobacco products. It is understood by the Contractor that if the behavior, dress, and/or performance of the Contractor member does not meet Peoria's standards of professionalism, Peoria may terminate this contract according to the terms and conditions more fully listed below.
- 5. The Contractor agrees to ensure that all equipment is safety inspected and cleaned between each use.
- 6. The Contractor is expected and responsible for providing sufficient staff to accomplish the required services for the event and to require the staff to stay for the duration of the event. If for any reason the staff cannot stay for the duration of the event, the City will be credited the amount charged per staff.
- 7. The Contractor shall be able to provide its own power source at an event, if needed.
- 8. Contractor shall indemnify Peoria against all liability resulting from the negligence of company, its agents or employees, and shall reimburse Peoria for any loss or expense incurred by Peoria by reason of such negligence. Company shall provide Peoria with a certificate of insurance in the amount of \$2 million aggregate and \$1 million per occurrence and listing the City of Peoria as additional insured.
- 9. The Contractor is responsible for obtaining all licenses and permits required to perform services under this agreement.



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10. The Contractor shall assume full responsibility for damage to City property caused by Contractor's employee or equipment as determined by designated City personnel.

D. City Responsibilities

1. City will provide future event dates to the Contractor at the beginning of each calendar year.

II. CANCELLATION OF CONTRACT

This contract may be terminated by Peoria without cause and without penalty by providing Contractor with at least twenty-four (24) hours notice by contacting the Company's owner or agent. In the event the City's Special Event Coordinator is notified by Company that one or more of its essential members will not be able to set up the attraction at the scheduled date(s) and time(s), Peoria reserves the right to cancel this contract without cause and without penalty either at the time of such notification or, in the event of only one member of the Company being available, within a reasonable period after such notification, or if in the judgment of the City's Coordinator, the Company can adequately set up the attraction despite having the missing member(s), then Company may be permitted to set up the attraction on the scheduled date(s) even with a missing member or members.

In the event that a particular Special Event is cut short of its full scheduled time due to inclement weather, electrical power failure, riot, or other catastrophes which are beyond the control of Peoria, the Company will be compensated for the percentage of the scheduled Special Event which is actually rendered prior to the event causing the termination of the Special Event

III. CONFLICTS OF INTEREST

The Parties to this agreement acknowledge the provisions of A.R.S., 38-511 providing for cancellation of this agreement due to conflicts of interest.

B.T. Bouncies

A bounce in the right direction

July 16, 2012

Ms. Terry Andersen, Buyer
City of Peoria
Materials Management
9875 North 85th Avenue
2nd Floor
Peoria, AZ 85345

Phone: (623) 773-7981
Teresa.Andersen@peoriaaz.gov

Re: **Request for Proposal No.: P12-0076**
Inflatables, Bounce Houses, and Outdoor Amusement Rental

Dear Ms. Andersen:

B.T. Bouncies, LLC and Paradise Bouncers have teamed to offer the City of Peoria a comprehensive package for the above referenced proposal. We are proud of the reputation we have earned and will bring professionalism and high quality inflatables and amusements that are clean and expertly placed. We understand the community and its residents is of the utmost importance to the City of Peoria. B.T. Bouncies and Paradise Bouncers enjoy the fact that our business is to bring happiness to attendees at these important events. We do this every step of the way at every event, large or small. Our experienced team ensures you no surprises at your events as we truly gain knowledge from lessons learned. These past experiences consider all issues that can arise in events of this size. You can rest assured our team will satisfy the needs of your residents, community leaders, and you will be comfortable in knowing you have the right team for the job.

B.T. Bouncies and Paradise Bouncers are licensed and insured. B.T. Bouncies will provide the appropriate certificates upon selection and Paradise Bouncers will be covered under B.T. Bouncies' policy.

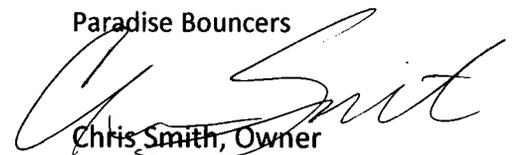
Thank you for the opportunity to offer our proposal. We look forward to working with the City of Peoria on these high profile events.

Sincerely,

B.T. Bouncies, LLC


Brian Bering, Owner

Paradise Bouncers


Chris Smith, Owner

BB/CS/slr
enclosure

www.btboundies.com
www.paradisebouncers.com

602.696.5586

P.O. Box 5362
Goodyear, AZ 85338-0664

1. PROJECT UNDERTSANDING AND APPROACH

- a) *Provide a list of inventory and event items that would be available to the City. The list should include the inventory quantity and description of the types of inventory and event items that would be available to the City.*

B.T. Bouncies / Paradise Bouncers offers our response to question 1a) on Attachment "A".

- b) *Describe alternative methods, if any, to access equipment if inventory level is low or out.*

The B.T. Bouncies / Paradise Bouncers Team brings a unique opportunity with our combined resources. Our team offers two professional firms from the west valley combining to serve the needs of the City of Peoria. In the event of a low inventory level at B.T. Bouncies, Paradise Bouncers will fill in. If our combined inventory level is low or out, we are part of a network of other professional firms in the valley to call on for rental of inflatables, rides, etc. Both B.T. Bouncies and Paradise Bouncers enjoy a friendly relationship with valley inflatable / party rental firms.

- c) *Describe how your company determines a sufficient quantity or number of staff to run bounce houses, inflatables or other outdoor equipment.*

Safety is paramount to the success of any event. The B.T. Bouncies / Paradise Bouncers Team is certified through the Safe Inflatables Operator Training Organization (SIOTO). We understand the manufacturer's recommendations for safety on all of our inflatables. We stringently follow these manufacturer recommendations. From experience, we also understand that safety, combined with the desired flow of participants, is a concern. We staff our inflatables to offer both safety and a continuous flow of participants so lines do not become overly long and participants are moved quickly through each ride.

- d) *Describe how your company handles and/or controls various crowd sizes and types.*

Our team is accomplished at moving participants through each ride with consistency and respect for the participant, young or mature. B.T. Bouncies / Paradise Bouncers have handled crowds ranging from 500 to over 12,000. Our Team will stage inflatables so lines do not interfere with crowd flow or other inflatables. For large units and toddler units, we use height gauges to ensure safety. The gauges also help prevent stoppages in participants boarding the equipment if they are not of the proper height. Signage will be clearly posted so participants are educated on the requirements for each unit.

- e) *Describe a method of approach to allow breaks for your staff during an event.*

Our experienced team is led by the owners of each firm. Our owners serve as relief to our employees in the case of questions, equipment challenges, and well-deserved breaks from the activities. Our on-site owners will be responsible for providing breaks to our employees. We offer at least one owner at each event.

2. COMPANY EXPERIENCE/QUALIFICATIONS AND STAFFING

- a) *Describe what your firm looks for in an employee when hiring. An example can be to provide a copy of a job description(s).*

We are confident in the staff offered by our strong team. Our motto is professional, priced fairly, punctual, and polite. B.T. Bouncies / Paradise Bouncers employs staff that share our strong beliefs in customer service. Each new employee is trained by owners of each firm in a hands-on manner. Employees are trained by the SIOTO-certified owners of our team for a minimum of one month, with continual training and education throughout their employment. We share our lessons learned and teach each member of our team the importance of safety. We offer our knowledge gained from SIOTO and educate employees on all areas of training. All employees understand that manufacturer's recommendations are to be followed at all times. Our reputation is based on the services we provide and our employees are the reason for that.

- b) *Describe in detail the type of training your firm provides to employees and the frequency.*

B.T. Bouncies / Paradise Bouncers feels training is a daily activity that allows growth and employee satisfaction. Our Team continually trains and mentors employees. Topics of training include safety, proper set up and take down of all units, understanding how the units are properly assembled (if assembly is required), proper staking for maximum safety, generator and equipment operation, and troubleshooting. Employees are educated on weather conditions during events. They are given clear instruction on wind guidelines.

In the rare event our employees encounter a difficult situation with a participant during an event, they are instructed to immediately find the security officer in charge and our Team's owner at the site.

- c) *Provide References from Similar Projects – Three (3) owner references completed within the last five (5) years.*

References for B.T. Bouncies

City of Goodyear
Lilliana Schuett, Neighborhood Services
(623) 882-7801
lschuett@goodyearaz.gov

Tracy Bowman
Desert Springs Community Church
(623) 435-2105
tracy@dscchurch.com

References for Paradise Bouncers

City of Phoenix
Sylvia Ramirez
(602) 534-4736

3. COST CONSIDERATIONS

Please see Attachment "A" for a price list of all inventory items available to the City to select. All pricing includes staff, delivery, set up and take down costs before and after event, and miscellaneous fees, if any.

4. CONFORMANCE TO RFP

Attachments:

Price Sheet
Questionnaire
Inventory List

B.T. Bouncies / Paradise Bouncers have no exceptions to the RFP.



PRICE SHEET

Solicitation Number: P12-0076

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Rental Needs per Special Event:

<u>Description of Material and/or Services</u>	<u>Quantity</u>	<u>Price</u>	<u>Extended Price</u>
1a. Halloween Monster Bash & Balloon Illumination			
Bounces – Cars & Disney Princess Beauty	2 EA	\$ 155.00	\$ 310.00
Bounce – Disney Justice League	1 EA	\$ 155.00	\$ 155.00
Petting Zoo	1 EA	\$ 600.00	\$ 600.00
Slides – 24' Slide & 24' Dual Lane Tidal Wave	2 EA	\$ 459.00	\$ 918.00
Slide – Big Kahuna & Mighty Slide	2 EA	\$ 289.00	\$ 578.00
Slide – Tropical	1 EA	\$ 259.00	\$ 259.00
Rock Wall	1 EA	\$ 500.00	\$ 500.00
Swing Ride	1 EA	\$ 500.00	\$ 500.00
Carnival Games w/ 10 Fronts	20 EA	\$ _____	\$ 1450.00
List other charges that may apply: <i>(Delivery, Set Up, Take Down, Misc. fees, etc.)</i>			
One, 36 KW generator and two spider boxes			\$ 300.00
_____			\$ _____
_____			\$ _____
Subtotal:			\$ 5,570.00
Tax:			\$ 545.86
# of Staff for event: <u>19</u>	Event Total:		\$ 6,115.86

Please note: Each item is priced as fully staffed for a 4-hour period including carnival games.



PRICE SHEET

Solicitation Number: P12-0076

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

<u>Description of Material and/or Services</u>	<u>Quantity</u>	<u>Price</u>	<u>Extended Price</u>
1b. <u>Oldtown Holiday Festival</u>			
Toddler Combo	1 EA	\$ 259.00	\$ 259.00
Bounce – Mickey Mouse/Spiderman	2 EA	\$ 185.00	\$ 370.00
Petting Zoo	1 EA	\$ 600.00	\$ 600.00
Slide -24' Double	1 EA	\$ 459.00	\$ 459.00
List other charges that may apply: <i>(Delivery, Set Up, Take Down, Misc. fees, etc.)</i>			
Generators			\$ 135.00
_____			\$ _____
_____			\$ _____
			\$ _____
	Subtotal:		\$ 1,823.00
	Tax:		\$ 178.65
# of Staff for event: <u>5</u>	Event Total:		\$ 2,001.65

Please note: Each item is priced as fully staffed for a 4-hour period.



PRICE SHEET

Solicitation Number: P12-0076

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
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Phone: (623) 773-7115
Fax: (623) 773-7118

<u>Description of Material and/or Services</u>	<u>Quantity</u>	<u>Price</u>	<u>Extended Price</u>
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1c. P83 Party (power is to be provided by contractor for this event)

Toddler Combo	1 EA	\$ 259.00	\$ 259.00
Bounce – Sports	1 EA	\$ 149.00	\$ 149.00
Slide – Fun	1 EA	\$ 209.00	\$ 209.00
Hamster Balls w/ Track	2 EA	\$ 300.00	\$ 300.00
T-Ball	1 EA	\$ 100.00	\$ 100.00
Slide – Extreme Double – 2	1 EA	\$ 549.00	\$ 549.00
Swing Loop	1 EA	\$ 500.00	\$ 500.00
Zip Line	1 EA	\$ 2250.00	\$ 2250.00
Ticket Booth	1 EA	\$ 130.00	\$ 130.00
Ticket Booth Signs	2 EA	\$ 10.00	\$ 20.00

List other charges that may apply:
(Delivery, Set Up, Take Down, Misc. fees, etc.)

Generators			\$ 135.00
_____			\$ _____
_____			\$ _____

Subtotal: \$ 4,601.00

Tax \$ 450.90

of Staff for event: 9

Event Total: \$ 5,051.90

Please note: Each item is priced as fully staffed for a 4-hour period.



PRICE SHEET

Solicitation Number: P12-0076

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

<u>Description of Material and/or Services</u>	<u>Quantity</u>	<u>Price</u>	<u>Extended Price</u>
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1d. Dolly Sanchez Memorial Easter Egg Hunts

Bounces – Cars & Spiderman	2 EA	\$ 155.00	\$ 310.00
Bounce Module	1 EA	\$ 155.00	\$ 155.00
Petting Zoo	1 EA	\$ 600.00	\$ 600.00
Slides – 24-foot slide & 24-foot Tidal Wave	2 EA	\$ 459.00	\$ 918.00
Slide – Fun	2 EA	\$ 219.00	\$ 438.00
Slide – Tropical	1 EA	\$ 259.00	\$ 259.00
Rock Wall	1 EA	\$ 500.00	\$ 500.00
Swing Ride	1 EA	\$ 500.00	\$ 500.00
Carnival Games w/ 10 Fronts	20 EA	\$	\$ 1450.00

List other charges that may apply:
(*Delivery, Set Up, Take Down, Misc. fees, etc.*)

36 KW Generator with 2 spider boxes \$ 300.00

_____ \$ _____

_____ \$ _____

Subtotal: \$ 5,430.00

Tax: \$ 532.14

of Staff for event: 20 Event Total: \$ 5,962.14

Please note: Each item is priced as fully staffed for a 4-hour period including carnival games.



PRICE SHEET

Solicitation Number: P12-0076

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

<u>Description of Material and/or Services</u>	<u>Quantity</u>	<u>Price</u>	<u>Extended Price</u>
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1e. Pioneer Days

Toddler Combo	1 EA	\$ 259.00	\$ 259.00
Bounce – Mickey Mouse/Spiderman	2 EA	\$ 155.00	\$ 310.00
Petting Zoo	1 EA	\$ 600.00	\$ 600.00
Slide -24' Double	1 EA	\$ 459.00	\$ 459.00

List other charges that may apply:
(Delivery, Set Up, Take Down, Misc. fees, etc.)

Generators			\$ 90.00
_____			\$ _____
_____			\$ _____
_____			\$ _____

Subtotal: \$ 1,718.00

Tax: \$ 168.36

of Staff for event: 5

Event Total: \$ 1,886.36

Please note: Each item is priced as fully staffed for a 4-hour period.



PRICE SHEET

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Materials Management Procurement

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<u>Description of Material and/or Services</u>	<u>Quantity</u>	<u>Price</u>	<u>Extended Price</u>
1f. July 4th All American Festival			
16' Water Slide w/pool	2 EA	\$ 279.00	\$ 558.00
18' Water Slide w/pool	2 EA	\$ 289.00	\$ 289.00
14-foot Tropical Slide w/pool	2 EA	\$ 259.00	\$ 259.00
18' Tropical Slide	2 EA	\$	\$
20-foot Big Kahuna	1 EA	\$ 349.00	\$ 349.00
Combo Bouncies w/Pools	2 EA	\$ 259.00	\$ 518.00
24-foot dual lane Tidal Wave	1 EA	\$ 519.00	\$ 519.00
Rock Wall	1 EA	\$ 500.00	\$ 500.00
Slip & Slide Arch	2 EA	\$ 219.00	\$ 438.00
Slip & Slide Arch (2)	1 EA	\$ 219.00	\$ 438.00
30' Water Slide w/ pool	1 EA	\$	\$
18' Rip Curl Slide	1 EA	\$	\$
18' Wild Rapids Slide	1 EA	\$	\$
Dunk Tank	1 EA	\$ 219.00	\$ 219.00
Down Pour Derby	1 EA	\$ 259.00	\$ 259.00
Water Roulette	1 EA	\$	\$
Figure – John Wayne	1 EA	\$	\$
Swing Loop	1 EA	\$ 500.00	\$ 500.00
Petting Zoo	1 EA	\$ 600.00	\$ 600.00
Mechanical Bull	1 EA	\$ 650.00	\$ 650.00
Bounces (Mickey Mouse, Spider-Man, Alligator, Rocket)	4 EA	\$ 310.00	\$ 620.00



PRICE SHEET

Solicitation Number: P12-0076

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

13' Fun Slide	2 EA	\$ 209.00	\$ 209.00
Crazy Dancers – Red, White, Blue	6 EA	\$ _____	\$ 300.00

List other charges that may apply:
(Delivery, Set Up, Take Down, Misc. fees, etc.)

36 KW Generators with spider boxes			\$ 600.00
_____			\$ _____
_____			\$ _____

Subtotal: \$ 7,825.00

Tax: \$ 766.85

of Staff for event: 21

Event Total: \$ 8,591.85

Please note: Each item is priced as fully staffed for a 4-hour period.



PRICE SHEET

Solicitation Number: P12-0076

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Rental Needs Per Recreation Events:

<u>Description of Material and/or Services</u>	<u>Quantity</u>	<u>Price</u>	<u>Extended Price</u>
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2a. Summer Camp and Summer Recreation Day

Bounce	1 EA	\$ 155.00	\$ 155.00
Tidal Wave Slide (w/pool)	1 EA	\$ 519.00	\$ 519.00
Water Slide	1 EA	\$ 259.00	\$ 259.00
Rainbow Slip and Slide	1 EA	\$ 219.00	\$ 219.00
Arch Slip and Slides	2 EA	\$ 219.00	\$ 438.00
Kwik Span Tents	13 EA	\$ 700.00	\$ 700.00
Generator	1 EA	\$ 45.00	\$ 45.00

List other charges that may apply:
(Delivery, Set Up, Take Down, Misc. fees, etc.)

36KW Generator with 2 spider boxes		\$ 300.00
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		\$
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		\$
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Subtotal:	\$ 2,635.00
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Tax:	\$ 258.23
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# of Staff for event <u>6</u>	Event Total:	\$ 2,893.23
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Please note: Each item is priced as fully staffed for a 4-hour period.



PRICE SHEET

Solicitation Number: **P12-0076**

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1.a. Halloween Monster Bash & Balloon Illumination	Event Total	\$ <u>6,115.86</u>
1.b. Oldtown Holiday Festival	Event Total	\$ <u>2,001.65</u>
1.c. P83 Party	Event Total	\$ <u>5,051.90</u>
1.d. Dolly Sanchez Memorial Easter Egg Hunts	Event Total	\$ <u>5,962.14</u>
1.e. Pioneer Days	Event Total	\$ <u>1,886.36</u>
1.f. July 4 th All American Festival	Event Total	\$ <u>8,591.85</u>
2.a. Recreation Events	Event Total	\$ <u>2,893.23</u>
Grand Total of All Events		\$ <u>32,502.99</u>

Please attach current inventory price sheet which includes delivery, set up, take down, misc. fees, etc. and 10 % discount that vendor would offer if additional equipment, services or staff is needed for City of Peoria events.

Current pricing is for one year. Subsequent renewals will be negotiated at time of renewal. Multiple awards may be possible.

Please note: Each item is priced as fully staffed for a 4-hour period.

B.T. Bouncies

A bounce in the right direction

Inventory List

As of 7/16/12

Bouncers

13' x 13' - \$89

Sport Bouncy

Princess Bouncy

15' x 15' - \$95.00

Toy Story 3

Disney Fairies

Disney Princess Beauty

Spiderman

Modular

Sponge Bob Squarepants

Disney Justice League

Disney Princess Collection

Combo Bouncies - \$159

Rainbow Castle Combo Bouncy

Extreme Combo Bouncy

Slides

24-Foot Dual Lane Tidal Wave - \$399

22-Foot Vertical Rush - \$489

12-Foot Patriot Slide - \$149

16-Foot Mighty Slide - \$169

10-Foot Zany Slide - \$99

Water Slides

24-Foot Dual Lane Tidal Wave with 2 pools - \$459

24-Foot Dual Lane Tidal Wave with 2 slip-n-slides - \$659

24-Foot Dual Lane Tidal Wave with 1 pool and 1 slip-n-slide - \$599

16-Foot Mighty Slide with pool - \$219

Rainbow Castle Combo Bouncy with pool - \$199

Extreme Combo Bouncy with pool - \$199

Two, 28-Foot Slip-N-Slides with pool - \$159

Prices Subject to Change

Interactive Units

- Zip Line - \$1,995 for 3 hours / \$2,250 for 4 hours – includes staff
- Rock Wall - \$500 for 4 hours – includes staff
- Petting Zoo - \$150/hour
- Face Painter - \$65/hour
- Bungee Trampoline – Pricing ranges from \$595 to \$1,595 depending on number of trampolines – includes staff
- Vertical Rush – Inflatable Obstacle Course/Rock Wall/22-Foot Slide - \$489
- 60-Foot Mega Obstacle - \$349
- 40-Foot Zany Obstacle - \$299
- 30-Foot Awesome Obstacle - \$259
- 30-Foot Obstacle - \$219
- Dunk Tank - \$159
- Bungee Run - \$219
- Joust - \$219
- Bungee / Joust Combo (one unit) - \$249

Concessions

- Nacho Cheese Machine – 70 servings w/serving container - \$49
- Cotton Candy Machine – 50 servings w/sticks - \$49
- Sno Kone Machine – 50 servings 2/cups - \$49
- Popcorn Machine – 50 servings - \$49

Miscellaneous

- 6-Foot Rectangular Tables - \$5 each
- White Folding Chairs - \$1 each
- 150-Quart Max Cold Cooler - \$25
- 10' x 10' Canopy - \$25
- BBQ Grill – Commercial 8-burner open grill - \$99

Custom Dolly Rentals

- 1,500 lb. capacity - \$49

2012 Paradise Bouncers Inventory Outline

Rock Walls

Prices from \$500.00 for 4 hrs with attendant

Swing/loop

Prices from \$500.00 for 4 hrs with attendant

Obstacle Courses

Prices from \$199.00-\$499.00 2 attendants required per unit/4 hrs - \$120.00

33' Obstacle Course \$199.00

39' Obstacle Course \$250.00

55' Obstacle Course \$325.00

79' Obstacle Course \$399.00

Obstacle Extreme \$499.00

Dry Slides

Prices from \$199.00-\$399 1 attendant required per unit 4 hrs \$60.00

Tropical Slide - dry - \$199.00

24-Foot Dual Lane Slide - \$399.00

Water Slides and Wet Stuff

Prices from \$159.00 to \$289.00 - 1 attendant required per unit/4 hrs - \$60.00

Surfs Up Wet Bouncer - \$139.00

Dunk Tank - \$159.00

Down Pour Derby - \$199.00

Slip-n-Slide - \$159.00

Tropical water slide - \$199.00

Front load slide - \$219.00

Curvy water slide - \$229.00

Big Kahuna - \$289.00

Trackless Trains

Prices from \$125.00-\$150.00 per hour with driver - 1 attendant required \$15.00 per hour train is used

Wrecking Ball

Price is \$289.00 1 attendant required per unit /4 hrs \$60.00

Bungee/Joust

Price is 250.00 1 attendant required per unit /4 hrs \$60.00

Sumo Suits

Price is \$199.00 1 attendant required per unit/4 hrs \$60.00

Velcro Wall

2012 - Paradise Bouncers Inventory Outline

Page 3

Price is \$199.00 1 attendant required per unit/4 hrs \$60.00

Boxing Ring

Price is \$189.00 1 attendant required per unit 4 hrs \$60.00

Combo Bouncers

Prices from \$145.00-\$199.00 2 attendants required per unit/4 hrs 120.00

3n1 Combo \$145.00

5n1 Combo primary colors \$155.00

5n1 Combo black and tan colors \$155.00

4n1 Combo \$189.00

6n1 Combo \$199.00

Bouncers 13x13-18x18

Prices from \$89.00-\$110.00 1 attendant required per unit 4 hrs \$60.00

Blue dog, Standard, Hot Air Balloon Bouncers - \$89.00

13x13, 15x15 Themable Bouncers, 15x15 Castle, Pink Castle - \$95.00

Surfs Up Bouncer - \$109.00

Carnival Games

Prices from \$45.00-\$100.00 1 attendant per unit/4hrs \$60.00

Feed the bear, Lasso the Longhorn, Penguin Fish Fling, Sombrero Toss - \$89.00

T ball, Skee ball - \$100.00

Dual Spin Art \$45.00 machine only. Supply \$\$ based on order

Bottle Stand - \$25.00

Crazy Bowler - \$65.00

Concessions

Price 45.00 per machine including 50 serving per machine. \$15/ additional 50 servings added. Snow cone machine does not include ice. 1 attendant per unit/4 hrs \$60.00

Popcorn, cotton candy, and snow cone machines

Generators

Prices from \$45.00 - \$400.00

Easy ups

Prices from \$50.00 for (10'x10') and up depending upon size

All prices subject to change



SUBMITTAL REQUIREMENTS

Solicitation Number: P12-0076

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

I. PROPOSAL FORMAT:

Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as specified in the Request for Proposal. **DO NOT BIND ORIGINAL.**

II. PROPOSAL CONTENT: The following items shall be addressed in the proposal submission. Failure to provide the following may result in proposal rejection.

1. Project Understanding and Approach:

- a. Provide a list of inventory and event items that would be available to the City. The list should include the inventory quantity and description of the types of inventory and event items that would be available to the City. (Examples: carnival games, hard rides, food, water rides, inflatables, etc.)
- b. Describe alternative methods, if any, to access equipment if inventory level is low or out.
- c. Describe how your company determines a sufficient quantity or number of staff to run bounce houses, inflatables or other outdoor equipment.
- d. Describe how your company handles and/or controls various crowd sizes and types.
- e. Describe a method or approach to allow breaks for your staff during an event.

2. Company Experience/Qualifications and Staffing:

- a. Describe what your firm looks for in an employee when hiring. An example can be to provide a copy of a job description(s).
- b. Describe in detail the type of training your firm provides to employees and the frequency.
- c. Provide References from Similar Projects – Three (3) owner references completed within the last five (5) years.

3. Cost Considerations:

- a. Provide a price list of all inventory items available to the City to select.
- b. All pricing should include staff, delivery, set up and take down costs before and after event, or miscellaneous fees, if any.

4. Conformance to RFP

- a. Complete all forms including:
 - i. Offer Sheet (Page 1)
 - ii. Price Sheet (Page XX)
 - iii. Questionnaire (Page XX-XX)
- b. Failure to provide all required information may result in the proposal being rejected as non-responsive.
- c. Exceptions – any exceptions to the RFP are to be clearly noted and identified on Page 30.

III. EVALUATION CRITERIA

In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

1. Project Understanding and Project Approach
2. Company Experience/Qualifications and Staffing
3. Cost Considerations
4. Conformance to Request for Proposal



SUBMITTAL REQUIREMENTS

Solicitation Number: **P12-0076**

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

IV. PRICE SHEET INSTRUCTIONS

Provide a price list of all inventory items and equipment available to the City, along with pricing to include staff, delivery, set up and take down before and after each event and miscellaneous fees, if any.

V. PROPOSAL SUBMITTAL AND CONTACT INFORMATION:

Proposals are due no later than 5:00 P.M. on July 16, 2012.

Proposals shall be submitted in one (1) original and three (3) copies and shall be delivered to:

City of Peoria
Materials Management
Attn: Terry Andersen, Buyer I
9875 N. 85th Avenue, 2nd Floor
Peoria, Arizona 85345

Proposals must be submitted in a sealed envelope or package with the solicitation number and the Offeror's name and address clearly indicated on the envelope or package as shown below.

Company Name
Company Address
P12-0076, Inflatables, Bounce Houses and Outdoor Amusement Rentals

All questions regarding this proposal should be directed to Terry Andersen, Buyer at (623) 773-7981 or
E-mail: Teresa.Andersen@peoriaaz.gov

Contact with City staff, other than the designated contact person indicated in the RFP, regarding this solicitation is strictly prohibited during the proposal process.



QUESTIONNAIRE

Solicitation Number: P12-0076

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Please list a minimum of three (3) owner references from similar projects whom the Materials Management Division may contact:

1. Company: City of Goodyear - B.T. Bouncies

Contact: Lillian Schuett Phone: (623) 882-7801

Address: _____

Description of Work: Annual G.A.I.N. Event and miscellaneous City sponsored events

Annual Value: _____

2. Company: Desert Springs Community Church - B.T. Bouncies

Contact: Tracy Bowman Phone: (623) 435-2105

Address: _____

Description of Work: Single-source provider for all church events

Annual Value: _____

3. Company: City of Phoenix - Paradise Bouncers

Contact: Sylvia Ramirez Phone: (602) 534-4736

Address: _____

Description of Work: City sponsored events

Annual Value: _____



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Offerors are to indicate below any exceptions they have taken to the Terms, Conditions, or Scope of Work:

B.T. Bouncies and Paradise Bouncers take no exceptions to the Terms, Conditions, or Scope of Work.



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City of Peoria Business License: Vendors will be required to obtain a City of Peoria Business License at the time of contract award.

If you already have a City of Peoria business license, please attach it to your proposal.

Peoria City Code requires that all persons conducting business in Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the **City of Peoria Sales Tax & License Division** at **(623) 773-7160** or via email at salestax@peoriaAZ.gov.



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Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No _____.

If yes, please provide details and documentation of the certification.