

REQUEST FOR PROPOSALS
FOR
Pour-in-Place Playground Resurfacing



www.pico-rivera.org

DISTRIBUTION/ADVERTISEMENT: September 29, 2015
SUBMITTAL DEADLINE: October 13, 2015



Request for Proposals Pour-in-Place Playground Resurfacing

the Proposal Forms.

The deadline for submitting a bid is **October 13, 2015 at 10:00 a.m.** Any bid received after this time will be returned unopened. Bids must be submitted in a sealed envelope with the RFP Title and the Contractor's name on the face thereof, and shall be clearly addressed as follows:

City of Pico Rivera
Department of Public Works
6615 Passons Blvd.
Pico Rivera, CA 90660

Faxed or e-mailed bids will not be accepted as this RFP requires bids to be submitted in a sealed envelope, per the City's Municipal Code Title 3, Chapter 3.20.

VIII. SELECTION PROCESS

A. Responsive Contractor/ Responsible Contractor

After the public bid opening, where the apparent low bid is identified, bids will be reviewed to ascertain that they are in compliance with the RFP requirements. Contractors may be deemed non-responsive for failure to comply with the requirements set forth herein. The following will be applied in determining the lowest responsible Contractor:

1. The Contractor's ability, capacity, and skill to provide the service or commodity required.
2. The Contractor's record of performance with the City.
3. The Contractor's ability to provide future maintenance and/or service for the product or service required.

B. AWARD PROCESS

Once the lowest responsible/responsive Contractor has been determined, a Notification of Intent to Award will be issued to all Contractors who submitted a bid identifying the lowest responsible/responsive Contractor.

C. COMMENCEMENT OF SERVICES

A Notice to Proceed will be issued once:

1. Council authority is granted, tentatively scheduled for October 20, 2015
2. All agreements have been executed
3. Insurance requirements have been met
4. Verification of valid City of Pico Rivera Business License
5. Issuance of Purchase Order

Commencement of services shall begin once Contractor receives the Notice to Proceed.

IX. Standard Terms & Conditions

In addition to the previous requirements, the Contractor shall, at minimum, perform or make provisions for the following general requirements:

- A. **Addenda:** The City reserves the right to modify and issue addenda to this RFP. A signed copy of all addenda shall be submitted as part of the bid. Failure to include the addenda may result in a non-responsive submittal. Addenda shall become a part of this RFP and any Agreement, which may result from this solicitation.
- B. **Additional Information:** Provide the City with any additional information it deems necessary to accurately determine Contractors ability to perform services, and/or provide products proposed. During selection process, the City may conduct any reasonable inquiry from any and all sources concerning the bid, including reference verification to determine the responsibility of the Contractor.



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Furthermore, submission of a bid constitutes permission by the Contractor for the City to verify all information contained therein. Failure to comply with any request for additional information may disqualify the Contractor from further consideration.

- C. **Bid Commitment:** The bid shall be firm and binding for 120 days after the submittal deadline. Submission of a bid shall constitute a commitment on the part of the Contractor to furnish the products/services set forth in this RFP.
- D. **Bid Errors:** City is not responsible for errors or omissions on the part of Contractors in drafting their bids. In the event of a calculation error, the unit price shall prevail. The City is not responsible for any conclusions or interpretations made by the Contractor regarding information provided by the City.
- E. **City Business License:** Contractor must obtain a City of Pico Rivera business license prior to engaging in any operation or activity as a result of an award of an Agreement. The license must be kept in full force and effect during the term of the Agreement.
- F. **Contractual Obligation:** After the City selects a Contractor, the contents of the submitted bid will become a contractual obligation. The RFP and any addenda, Contractor's bid, and the Agreement constitute the entire Agreement between the Contractor and the City and shall incorporate the provisions thereof. Failure of the Contractor to agree to include all portions thereof as contractual Agreement may result in cancellation of the award.
- G. **Disclaimer:** This RFP does not commit the City to continue with the procurement of the subject services/products nor to enter into an Agreement with any Contractor. The City makes no representation that any Agreement will be awarded. In the event of award, the City makes no guarantee to expend any agreement amount to its maximum. Award of an Agreement may require City Council authorization. Furthermore, the City may re-issue the RFP at any time for any reason at its sole discretion.
- H. **Evidence of Insurance:** In the event an Agreement is awarded, Contractor shall provide evidence of insurance coverage by an admitted California insurer legally licensed and qualified to conduct business in the State of California in accordance with the provisions described herein, prior to the commencement of services. The required insurance coverage shall be maintained for the duration of the Agreement: General Liability insurance presently in effect with a combined single limit of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate; and vehicle insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence.

The Certificate of Insurance shall provide:

- a. That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to the City;
- b. That the City, and its employees, volunteers, officers, and agents of each of them, are included as additionally insured, but only insofar as the operations under this contract are concerned;
- c. That the City and its employees, officers, and agents of each of them will not be responsible for any premiums or assessments on the policy;
- d. That the insurer has an AM Best rating of A: VII or equivalent.

Contractor agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year.



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New certificates of insurance are subject to approval and the contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event contractor fails to keep in effect at all times insurance coverage as herein provided, the City may in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

Workers' Compensation insurance coverage as required by the State of California of \$1,000,000 per occurrence.

- I. **Late Bid:** Late bids will not be considered. It is the Contractor's responsibility to ensure that the bid arrives on or before the specified time. The City will not be responsible for bids not properly marked and/or delivered. Postmarks will not be accepted in lieu of actual receipt.
- J. **Payments and Invoicing:** Unless otherwise agreed, payment will not be made until services are delivered and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order. In order to receive prompt payment, send invoices directly to: City of Pico Rivera, Attn: Accounts Payable, 6615 Passons Blvd., Pico Rivera, CA 90660. The City's standard payment terms are Net 30.
- K. **Property of City:** All bids and materials submitted become the property of the City and may be used by the City in any way it deems appropriate. In addition, bids received will be subject to the California Public Records Act.
- L. **Reservation of Rights:** The City expressly reserves the right to modify and/or suspend any and all aspects of the RFP, to obtain further information from any Contractor responding to this RFP, to waive any defect as to form or content of this RFP or any response thereto, to extend deadlines for accepting responses, to reject any and all responses to the RFP, and to choose the firm that best serves the City's interests, at its own discretion. Should all bids be rejected a written notification will be sent to all Contractors to this effect. The City also reserves the right to select another Contractor in the case that the original Contractor, for any reason, is unable to perform, or is dismissed from the project.
- M. **Submission Cost:** The City will not be liable for any costs incurred in the preparation of bids or incidental to the preparation and presentation of qualifications orally or in writing. All costs for preparation, submission of bids, submission of additional information, delivery, and/or any other aspect of the RFP incurred by the Contractor are the sole responsibility of the Contractor.

**ATTACHMENT 1
PROPOSAL FORMS
RFP – Pour-in-Place Playground Resurfacing**

1. Company Information

Contractors and their sub-contractors must have prior successful experience installing pour-in-place rubber surfacing, must be licensed to conduct business in the State of California, and must possess all permits, licenses, certifications, approvals, equipment, materials, and staff necessary to perform and/or carry out the requirements of the contract.

Name of Company: _____

Name of Owner: _____

Company Address: _____

Phone Number: _____ Fax Number: _____

Website: _____

Number of years in business: _____

Assigned Project Manager: _____

Title/Duties: _____

Qualifications: _____

Years with Company: _____ Phone Number: _____

Have you, your company, or any officer or partner thereof, ever failed to complete a surfacing contract?

If yes, give details, including dates: (use another sheet of paper, if necessary)

Has your company ever been assessed damages or penalties for failing to perform surfacing installation in a satisfactory manner or for failing to complete a contract within the scope of work specified in the Request for Proposals?

If yes, give details: (use another sheet of paper, if necessary)

Does your company have any ongoing investigations by an agency regarding violations of the State Labor Code, California Business and Professional Code, or other laws?

If yes, give details: (use another sheet of paper, if necessary)

EXHIBIT A
SCOPE OF WORK
RFP – Pour-in-Place Playground Resurfacing

Does your company have any outstanding judgments, demands or liens resulting from violations of the State Labor Code, California Business and Professional Code, or other laws?

If yes, give details: (use another sheet of paper, if necessary)

Has your company been cited for violations of OSHA Standards and Requirements within the past five (5) years?

If yes, give details: (use another sheet of paper, if necessary)

**ATTACHMENT 1
PROPOSAL FORMS
RFP – Pour-in-Place Playground Resurfacing**

2. REFERENCES

Please provide three commercial client references, their size of fleet by vehicle type, years of contract relation, type and frequency of the service provided. Please identify the contact person and phone number for each. Use additional sheets if necessary.

Company Name: _____

Address: _____

Phone Number: _____

Contact Person: _____

Date of Work: _____ Total Cost of Project: _____

Description of Work Done: _____

Company Name: _____

Address: _____

Phone Number: _____

Contact Person: _____

Date of Work: _____ Total Cost of Project: _____

Description of Work Done: _____

Company Name: _____

Address: _____

Phone Number: _____

Contact Person: _____

Date of Work: _____ Total Cost of Project: _____

Description of Work Done: _____

**ATTACHMENT 1
PROPOSAL FORMS
RFP – Pour-in-Place Playground Resurfacing**

3. Project Proposal

Price is to be quoted as a flat fee that includes entirety of work described in Exhibit A – Scope of Services

Proposed Project Price: \$ _____.

In words: _____ dollars and _____ cents.

By submitting a Proposal, Contractor agrees that they have read and understand the RFP in its entirety, including, without limitation, the scope and nature of the work, all appendices, attachments, exhibits, schedules, and addenda, as applicable. Should the Contractor have any objections to the RFP, they must be clearly stated below, specifically referencing the particular section number, paragraph, and page number of the objection. However, making an objection does not relieve the Contractor from complying with the requirements of the RFP.

Person from your company who completed the bid package:

Signature: _____ Date: _____

Printed Name and Title: _____

E-Mail: _____

Phone: _____

EXHIBIT A SCOPE OF WORK RFP – Pour-in-Place Playground Resurfacing

1. GENERAL PROVISIONS

CONTRACTOR shall provide all prevailing wage labor, materials, equipment and supplies to accomplish the required work.

Prior to start of any work, CONTRACTOR shall arrange a meeting at the job site with the following representation:

- a) Resilient Surfacing Installer
- b) City of Pico Rivera Representative

CONTRACTOR shall prove to CITY the following for approval prior to start of work:

- a) Proposed timeline/schedule of work via electronic copy
- b) Product cut-sheet via electronic copy
- c) Sample of pour-in-place surfacing material

2. SAFETY OF PUBLIC

The Park site is used on a daily basis and shall remain in operation during playground surfacing replacement. CONTRACTOR shall ensure all park amenities (e.g. facilities, fields, walkways and other playgrounds) remain fully accessible to park staff, visitors and maintenance and support personnel during installation.

CONTRACTOR shall erect temporary chain link fencing to ensure the safety of the public prior to commencement of work. Fencing must be held up by bases. No digging of posts will be allowed.

3. DEMOLITION AND INSTALLATION

CONTRACTOR will remove and export existing pour-in-place safety surfacing of approximately 5,400 square feet. CONTRACTOR shall dispose of existing surfacing in accordance with Federal, State and Local regulations.

CONTRACTOR shall repair or touch up existing substrate as required for accepting new poured-in-place safety surfacing.

CONTRACTOR shall install 2" & 3" SBR (Styrene Butadiene Rubber) Cushion Layer as required to meet all ASTM requirements.

CONTRACTOR shall install ½" EPDM (Ethylene Propylene Diene Monomer) as to meet all ASTM requirements. Color to be determined by CITY.

CONTRACTOR shall allow ample dry time before removal of temporary fencing.

Any and all heavy equipment (e.g. backhoe, excavator, front end loader, skid steer, etc.) coming onto and moving through the site shall be accompanied by front and rear flagmen.

EXHIBIT A
SCOPE OF WORK
RFP – Pour-in-Place Playground Resurfacing

4. PROTECTION OF EXISTING ELEMENTS

CONTRACTOR shall protect all existing elements, including but not limited to, signage, public utilities and sidewalks, irrigation, vegetation, and curb and gutter, during construction.

CONTRACTOR shall be responsible for contacting Dig Alert prior to commencing any digging work.

CONTRACTOR shall be liable to CITY for any damage to existing elements, including but not limited to, buildings, playground equipment, benches, block walls, pavements and vegetation.

5. CLEANING

CONTRACTOR shall remove and properly dispose off site daily any and all debris generated by the work. Upon completion of installation, CONTRACTOR shall clean the job site of excess materials.

6. INSPECTION AND ACCEPTANCE

Playground surface shall maintain required impact attenuation characteristics and be guaranteed against all defects in workmanship and materials for a period of no less than five years from date of completion of work. Maintenance requirements must be maintained for duration of warranty period. Warranties shall be submitted to CITY prior to the start of the project.

7. WORK SCHEDULE

CONTRACTOR shall commence work by mutually agreed date and shall complete work within seven (7) working days.

CONTRACTOR shall advise CITY with ample notice if a delay is expected. CITY must approve new schedule.

8. FINAL INSPECTION

CONTRACTOR shall give CITY forty-eight (48) hours notice of the date on which project will be 100% complete and ready for final inspection.