THE CITY OF EDINBURG

# REQUEST FOR PROPOSALS

The City of Edinburg is soliciting sealed Request for Proposals; hereinafter referred to as RFP, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFP'S will be received until **3:00 p.m. Central Time**, on **Monday, December 23, 2013**, shortly thereafter all submitted RFP'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFP received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFP submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFP's. RFP's will not be accepted by telephone or facsimile machine. All RFP'S must bear original signatures and figures. The RFP shall be for:

## RFP No. 2014-008
## PLAYSCAPE

If you have any questions or require additional information regarding this RFP, please contact Mr. Luis Rodriguez, Director of Community Services, at (956) 292-2109.

| | |
|---|---|
| Hand Delivered RFP'S: | 415 W. University Drive<br>C/o City Secretary Department (1st Floor) |
| If using Land Courier (i.e.FedEx, UPS): | City of Edinburg<br>C/o City Secretary<br>415 W. University Drive<br>Edinburg, Texas 78541 |
| If Mailing Proposals: | City of Edinburg<br>C/o City Secretary<br>P.O. Box 1079<br>Edinburg, Texas 78540-1079 |

The City of Edinburg reserves the right to refuse and reject any or all RFP's and to waive any or all formalities or technicalities and to accept the RFP deemed most advantageous to the City, and hold the RFP's for a period of **60** days without taking action.

RFP's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFP number and title.

Please read your requirements thoroughly and be sure that the RFP offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be


415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540
Phone (956) 388-8204 • Fax (956) 383-7111

clearly indicated by letter, on a point by point basis, attached to and made a part of your RFP. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

**PURPOSE**

(1) The purpose of these solicitation documents is to execute a Professional Services Contract for:

## PLAYSCAPE

**INTENT**

(2) The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

**SUBMITTAL OF RFP**

(3) RFPs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Five (5) complete sets of the response One (1) original marked "**ORIGINAL,**" and four (4) copies marked "**COPY**". RFPs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFP's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualification.

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**TIME ALLOWED FOR ACTION TAKEN**

(4) The City of Edinburg may hold RFP/s **60** days after deadline without taking action. Respondents are required to hold their RFP/s firm for same period of time.

**RIGHT TO REJECT/AWARD**
(5) The City of Edinburg reserves the right to reject any or all RFPs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

**ASSIGNMENT**
(6) Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.

**AWARD**
(7) Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

**NUMBER OF CONTRACTS**
(8) THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFP.

**STATUTORY REQUIREMENTS**
(9) It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

**ALTERATIONS/AMENDMENTS TO RFP**
(10) RFP **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

**NO RESPONSE TO RFP**
(11) If unable to submit a RFP, respondent should return inquiry giving reasons.

**LIST OF EXCEPTIONS**
(12) The respondent shall attach to his/her RFP a list of any exceptions to the specifications/ requirements.

**PAYMENT**
(13) The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

**SYNONYM**
(14) Where in this solicitation package SERVICES is used, its meaning shall refer to the request for PLAYSCAPE as specified.

**RESPONDENT'S EMPLOYEES**
(15) Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such

undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

## INDEMNIFICATION CLAUSE

(16) The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

## INTERPRETATIONS

(17) Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "**Addenda and Modifications**".

## VERBAL THREATS

(18) Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

## CONFIDENTIAL INFORMATION

(19) Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

## PAST PERFORMANCE

(20) Respondent's past performance shall be taken into consideration in the evaluation of RFP submittal.

## JURISDICTION

(21) Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

## RIGHT TO AUDIT

(22) The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the

amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

## VENUE

(23) The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

## CONFLICT OF INTEREST

(24) CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2008, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.008, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

**IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.**

## CONFIDENTIALITY OF INFORMATION AND SECURITY

(25) Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

## TERMINATION OF CONTRACT

(26) The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

## RESPONSE DEADLINE

(27) Responses to the RFP must be addressed to City Secretary, City of Edinburg, 415 W. University Drive by **Monday, December 23, 2013 until 3:00 p.m.** for consideration. An original and four (4) complete sets of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFP for **"PLAYSCAPE". Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

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**ADDENDA AND MODIFICATIONS**

(28) Any changes, additions, or clarifications to the RFP are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFP shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

**RFP PREPARATION COSTS**

(29) The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFP or for any work performed prior to execution of contract.

**EQUAL EMPLOYMENT OPPORTUNITY**

(30) Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

**AUTHORIZATION TO BIND RESPONDENT TO RFP**

(31) RFPs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFP . Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

**Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

INSURANCE REQUIREMENTS

(32) Staff may waive insurance requirements for contracts $0 - $4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of $5,000 - $14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

| Minimum Insurance Requirements | |
|---|---|
| **Type of Coverage** | **Limits of Liability** |
| Worker's Compensation | Statutory Coverage |
| Comprehensive General Liability<br>(City named as additional insured)<br>Bodily Injury | $250,000 each person/$500,000 each occurrence |
| Property Damage | $100,000 each occurrence/$100,000 aggregate or $500,000 combined single limits |

The following insurance requirements will be included in all City contracts of $15,000 or more.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of
Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

| Minimum Insurance Requirements | |
|---|---|
| **Type of Coverage** | **Limits of Liability** |
| Worker's Compensation | Statutory Coverage |
| Employer's Liability | Bodily Injury by Accident:<br>$100,000 each accident<br><br>Bodily Injury by Disease:<br>$100,000 each employee/$500,000 policy limit |
| Comprehensive General Liability<br>Bodily Injury<br><br>Property Damage | <br>$250,000 each person/$500,000 each occurrence<br><br>$100,000 each occurrence/$100,000 aggregate or $500,000 combined single limits |
| Comprehensive Auto Liability<br>Bodily Injury<br><br>Property Damage | <br>$100,000 each person/$500,000 each occurrence<br><br>$100,000 each occurrence/$100,000 aggregate or $500,000 combined single limits |
| City's Protective Liability<br>Bodily Injury<br><br>Property Damage | <br>$250,000 each person/$500,000 each occurrence<br><br>$100,000 each occurrence/$100,000 aggregate or $500,000 combined single limits |

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

## I. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. RFP Response: In order to be considered for selection, proposers must submit a complete response to this RFP. One (1) original and four (4) copies of each proposal must be submitted to the issuing agency. No other distribution of the proposal shall be made by the proposer.

B. Proposal Preparation:

1. Proposals shall be signed by an authorized representative of the proposer. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

2. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

3. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the proposer desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

4. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Proposer to satisfy a "must" or "shall" requirement does not automatically remove that Proposer from consideration; however, it may seriously affect the overall rating of the Proposers' proposal.

5. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

C. Oral Presentation: Proposers who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the committee. This provides an opportunity for the proposer to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

D. Specific Proposal Instructions:
Proposals should be as thorough and detailed as possible so that the City may properly evaluate your capabilities to provide the required goods/services. Proposers are required to submit the following items as a complete proposal:

1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.

2. Proposer Data Sheet, included as an attachment to the RFP (Section V of the RFP), and other specific items or data requested in the RFP.

3 Acknowledgment Form, included as an attachment to the RFP (Section V of the RFP), and other specific items or data requested in the RFP

4. A written narrative statement to include:
   a. Experience in providing the goods/services described herein.
   b. Names, qualifications and experience of personnel to be assigned to the project.

## II. SPECIFICATION

A. The purchase of one wheelchair accessible playscape for ages 5-12. Playscape must include the following:
   1. One (1) wheelchair accessible ramp and deck in addition to transfer point(s).
   2. Two (2) accessible ground level freestanding play activities.
   3. Age appropriate freestanding safety sign.
   4. IPEMA certified engineered wood fiber safety surfacing (sufficient for 12" compacted depth) for the use zone required by the play structure design.
   5. Solid rubberized surface (at appropriate critical fall height rating for equipment design) to enhance wheelchair access. Proposer shall include installation of rubber surfacing. City shall provide base for rubber surface.
   6. Provide evidence that proposal(s) meet or exceed all current CPSC and ASTM guidelines and are IPEMA Third Party Certified to ASTM F-1487.
   7. Provide certification that all equipment is compliant with CPSIA 2008.
   8. Provide certification for both playscape and engineered wood fiber surfacing.
   9. Design must comply with Federal ADA guidelines for Public Play Areas.
   10. City will install playscape.
   11. The budget for the project is $50,000. It is the city's intent to spend the entire budget.

## III. EVALUATION AND AWARD CRITERIA:

The City will use the following criteria to evaluate each proposal:

A. Quality of Equipment
B. Play Value
C. Overall Design
D. Company's Experience and References

The foregoing criteria will be rated on the following scale:

| | | |
|---|---|---|
| A. | Quality of Equipment: | 1-30 points |
| B. | Play Value: | 1-25 points |
| C. | Overall Design: | 1-25 points |
| D. | Company's Experience and References: | 1-20 points |
| | | 100 points |

B. AWARD OF CONTRACT: Selection shall be made of one or more proposers deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, if so stated in the Request for Proposals. Negotiations shall be conducted with the proposers so selected. After negotiations have been conducted with each proposer so selected, the agency shall select the proposer which, in its opinion, has made the best proposal, and shall award the contract to that proposer. The City may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed the most advantageous. Should the City determine in writing and in its sole discretion that only one proposer is fully qualified, or that one proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that proposer. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

V. ATTACHMENTS:

PROPOSER DATA SHEET – TO BE COMPLETED BY PROPOSER

1. **Qualification of Proposer**: The Proposer shall have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

2. **Years in Business**: Indicate the length of time you have been in business providing this type of service.

_____Year(s) _____Month(s)

3. **References**: Indicate below a listing of at least five (5) recent references from other Cities or entities as stated in the scope of work for which you have provided this type of service. Include the date service was furnished and the name and address of the person the City has your permission to contact.

| CLIENT NAME | ADDRESS | CONTACT PERSON | PHONE NUMBER | TERM OF CONTRACT (Number of Years) |
|---|---|---|---|---|
| | | | | |
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## ACKNOWLEDGEMENT FORM

I have read and understood the requirements set forth in this RFP #2014-008 and agree to comply except as noted. The cost proposal includes all shipping and handling and detailed pricing as required by the City of Edinburg.

Does the Company have an office located in Edinburg, Texas? Yes _____ No_____

Has the Company ever conducted business with the City of Edinburg? Yes _____ No_____

SUBMITTED BY: _____

PROPOSER: _____

SIGNED: _____

NAME (PRINT):_____

TITLE: _____

ADDRESS: _____

CITY/STATE: _____ ZIP: _____

TELEPHONE: (_____) _____
Area Code

FAX: (_____) _____
Area Code

FEDERAL TAX IDENTIFICATION NUMBER: _____

EMAIL ADDRESS: _____