



THE CITY OF  
**EDINBURG**

**REQUEST FOR PROPOSALS**

The City of Edinburg is soliciting sealed proposals 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.

Proposals will be received until **3:00 p.m. Central Time**, on **Tuesday, July 5, 2016**, shortly thereafter all submitted proposal will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> Floor, to be publicly opened and read aloud. Any proposal received after the closing time will not be accepted and will be returned to the proposer unopened. It is the responsibility of the proposer to see that any proposal submitted shall have sufficient time to be received by the City Secretary's Office prior to the proposal opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the proposals. Proposals will not be accepted by telephone or facsimile machine. All proposals must bear original signatures and figures. The Proposal shall be for:

**RFP NO. 2016-018**  
**PLAYSCAPES**

**Bidders receiving a "NOTICE TO BIDDERS" and/or "REQUEST FOR PROPOSALS" notice in the mail or reading same in the newspaper are advised that the bidding documents can be downloaded from the City of Edinburg web page address: [www.cityofedinburg.com](http://www.cityofedinburg.com), or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-8972 or by e-mailing your request to the following e-mail address: [lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com)**

If you have any questions or require additional information regarding this proposal, please contact Mr. Luis Rodriguez, Parks Operations Manager, at (956) 292-2109.

**Hand-delivering Proposals:** 415 West University Drive,  
c/o City Secretary Department (1<sup>st</sup> Floor)

**If using Land Courier (i.e., FedEx, UPS):** City of Edinburg  
c/o City Secretary  
415 West University Drive  
Edinburg, Texas 78541

**If Mailing Proposals:** City of Edinburg  
c/o City Secretary  
P.O. Box 1079  
Edinburg, TX 78540-1079

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

**Proposals must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the proposal envelope with corresponding proposal number and title.**



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



## CITY OF EDINBURG INSTRUCTIONS TO BIDDERS

### DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your RFP referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

### PURPOSE

1. The purpose of these specifications/requirements and bidding documents is for the RFP 2016-018 PLAYSCAPES for the City of Edinburg.

2. The SERVICES to be furnished under this RFP shall be as specified in these RFP documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

### SUBMITTAL OF RFP

RFP's will be submitted in sealed envelopes upon the blank RFP form attached hereto. Submit five (5) complete sets of the bid, one (1) original marked "**ORIGINAL**," and four (4) copies marked "**COPY**". Each RFP must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation. RFP's submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a RFP in response to this solicitation for RFP's constitutes an offer by the Bidder. RFP's which do not comply with these specifications/requirements may be rejected at the option of the City. RFP's must be filed with the City of Edinburg, before opening day and hour. No late RFP's will be accepted. They will be returned to Bidder unopened (if properly identified).

If Hand-delivering RFP's: 415 West University Drive, c/o City Secretary Department (1<sup>st</sup> Floor)  
If using Land Courier (i.e., FedEx, UPS): 415 West University Drive, c/o City Secretary Department (1<sup>st</sup> Floor), Edinburg, Texas  
78541  
If Mailing RFP's: P.O. Box 1079, Edinburg, TX 78540-1079

### PREPARATION OF RFP

RFP's **MUST** give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your RFP. Person signing RFP 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/Bidder 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/Bidder shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent/Bidder shall state in the RFP the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, 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.

### ALTERATIONS/AMENDMENTS TO RFP

RFP's **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No RFP may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **SALES TAX**

State sales tax must not be included in the RFP.

### **SUBSTITUTIONS**

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

### **NO BID RESPONSE**

If unable to submit a RFP, bidder should return inquiry giving reasons.

### **EXCEPTIONS**

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her RFP sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

### **BRAND OR MANUFACTURER REFERENCE**

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. RFP's on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the RFP, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

### **DELIVERY**

Number of days required to deliver SERVICES after receiving order must be stated in the RFP. Failure to so state will obligate bidder to complete service delivery within ONE day. Delivery time may be considered as basis of award.

### **DELAY IN SERVICE DELIVERY**

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such SERVICES elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

### **SERVICE DELIVERED PRICING**

RFP's in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. RFP's subject to unlimited price increase will not be considered.

### **VALID RFP TIME FRAME**

The City may hold RFP's 60 days after RFP opening without taking action. BIDDERS shall be required to hold their RFP's firm for the same period of time.

### **RIGHT TO REJECT/AWARD**

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 make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **MULTIPLE VENDOR CONTRACTS**

Bidders are advised that the City of Edinburg may award Contracts to multiple vendors based on low bid per item basis. All items specified on the "RFP Form" **must** reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

### **INDEMNIFICATION CLAUSE**

The Bidder 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.

### **ADDENDA**

Bidder shall carefully examine the RFP forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from RFP forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent (Edinburg City Hall, 956-388-8972) and obtain clarification by addendum prior to submitting any RFP. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents.

Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original RFP documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders 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. Bidder(s) signature on Addenda shall be interpreted as the bidder'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 bidder to receive any such addendum or interpretation shall not relieve such Bidder 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](http://www.cityofedinburg.com).

### **PAYMENT**

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been provided and invoiced. No other method of payment will be considered.

### **SYNONYM**

Where in this RFP package ITEMS OR SERVICES is used its meaning shall refer to the **2016-018 PLAYSCAPES** as specified.

### **ASSIGNMENT**

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

### **INTERPRETATIONS**

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for RFP's shall be directed to the designated individuals as outlined in the Request for RFP's. Such interpretations, which may affect the

## **INSTRUCTIONS TO BIDDERS (Continued):**

eventual outcome of this request for RFP's, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

### **STATUTORY REQUIREMENTS**

It shall be the responsibility of the successful Bidder 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. (To include issues related to health, environmental, and safety to name a few.)

### **BIDDER'S EMPLOYEES**

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase 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.

### **RIGHT TO WAIVE**

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

### **COOPERATIVE PRICING**

Bidders are advised that in addition to responding to our "local" solicitation for RFP's/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the RFP forms for each RFP being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before RFP opening date and hour.

### **TIME ALLOWED FOR ACTION TAKEN**

The City of Edinburg may hold RFP's **60** days after the opening of RFP's without taking action. Bidders are required to hold their RFP's firm for same period of time.

### **PREPARATION OF RFP**

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

### **CONFIDENTIAL INFORMATION**

Any information deemed to be confidential by the bidder 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 bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

### **VERBAL THREATS**

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 Vendor on contract.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **MATHEMATICAL ERRORS**

In the event that mathematical errors exist in any RFP, unit prices/rates -v- totals, unit prices/rates will govern.

### **AUDIT**

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.

### **PAST PERFORMANCE**

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

### **JURISDICTION**

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.

### **VENUE**

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.

**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.**

### **CONFLICT OF INTEREST**

#### **CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE**

Effective January 1, 2006, 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 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, 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 go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

### **CERTIFICATE OF INTERESTED PARTIES (Form 1295)**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a

## **INSTRUCTIONS TO BIDDERS (Continued):**

contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

### **AWARD**

For purposes of this project, award will be contingent on approval of budget.

### **CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS**

The City may award products/contracts to local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price, as allowed by Section 271.9051 of the Local Government Code.

### **SPECIAL CIRCUMSTANCES**

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

### **TERMINATION OF CONTRACT**

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, if the City is being repeatedly over charged, improperly charged, 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. The bidder shall be afforded the same right to terminate this contract in the same manner.

### **BID BOND REQUIREMENTS**

If the contract amount is over twenty-five-thousand dollars (\$25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to **five percent (5%)** of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

## **INSTRUCTIONS TO BIDDERS (Continued):**

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

Bidders are expressly advised to review the contract documents fully and insurance requirements of the proposed contract as to their legal requirements and the causes which may lead to the disqualification of a bidder and/or rejection of a bid proposal. No RFP may be withdrawn within a period of sixty (60) days after the date fixed for opening the bids. Unless all RFP's are rejected, the Owner will give Notice of Award of Contract to the successful bidder as soon as possible consistent with the time for a thorough analysis of RFP's submitted. Bidders are expected to inspect the site of work and to inform themselves regarding all local conditions which may affect their RFP.

A bid guarantee, performance and payment bond will not be required for contracts zero to \$25,000. The City will specify in the contract that no money will be paid to the contractor until the project has been completed and final acceptance has been made by the City.

### **DOCUMENTS**

Bidding Documents may be downloaded from the City of Edinburg web page address: [www.cityofedinburg.com](http://www.cityofedinburg.com). Bidders may print the RFP document at bidder's expense. Printing expenses are not reimbursed by City of Edinburg nor Architect.

### **EXAMINATION**

Bidders shall carefully examine the RFP Documents and the City site locations for project to familiarize themselves with existing local conditions under which the Work is to be performed.

Extra payments will not be authorized for work that could have been foreseen by careful examination of the site. Submission of a RFP shall constitute acceptance, by the Bidder, of existing site conditions as a part of the requirements for this work.

### **INTERPRETATION OF RFP DOCUMENTS**

Bidders shall promptly notify the City of Edinburg Purchasing Department, Lorena Fuentes, Purchasing Agent, 956-388-1895 of any ambiguity, inconsistency or error which they may discover upon examination of the Bid Documents or of the site and local conditions.

Submit all questions in writing. In the interest of time, requests may be made by telephone, but they must be confirmed in writing the same day. Replies to questions will be issued to all Bidders in the form of an Addenda.

Make requests for interpretations as early as possible so as to allow adequate time to prepare and issue Addenda.

### **BASIS OF RFP'S**

RFP's shall be on a lump sum basis and shall include all costs for this Project as described and indicated by the Contract Documents. Basis for Bidding shall be on brands, materials, processes, products, persons or organizations, etc., indicated in the Contract Documents.

RFP's shall include all unit price costs and all Alternate costs as indicated by the Contract Documents and Proposal Form.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **MODIFICATION OR WITHDRAWAL OF RFP**

A RFP may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of RFP's, unless the award of Contract has been delayed more than sixty (60) days.

Prior to the time and date designated for receipt of RFP's, RFP's submitted early may be modified or withdrawn only by notice to the party receiving RFP's at the place and prior to the time designated for receipt of RFP's.

Modification of RFP's shall be in writing over the signature of the Bidder or be by telegram; if by telegram, written confirmation over the signature of Bidder must have been mailed and postmarked on or before the date and time set for receipt of RFP's; it shall be so worded as not to reveal the amount of the original RFP.

Withdrawn RFP's may be resubmitted up to the time designated for the receipt of RFP's provided that they are then fully in conformance with these Instructions to Bidders.

Bid security shall be in an amount sufficient for the RFP as modified or resubmitted.

### **STATE SALES TAX:**

This project is exempt from state taxes. A sales tax exemption certificate may be obtained from the State Comptroller.

## **I. GENERAL TERMS AND CONDITIONS**

The City of Edinburg (hereinafter referred to as "THE CITY") is seeking proposals from qualified local or area Companies/Firms with an interest in providing goods (hereinafter referred as "PLAYSCAPES") to the City of Edinburg.

All proposers must submit copy of insurance and must meet minimum insurance requirements of the City of Edinburg. Failure to adhere or comply with the above general conditions and instructions will cause bid to be rejected.

The City of Edinburg reserves the right to increase or decrease quantities depending on availability of funds and to accept or reject any parts of the proposal.

Contractors, subcontractors and vendors are required to register at the System for Award Management at [www.sam.gov](http://www.sam.gov). All contractors, subcontractors or vendors who are debarred, suspended, or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

**ADDITIONAL INFORMATION:** The City of Edinburg is requesting that RFP's be routed to: The CITY Secretary, at 415 West University, Edinburg, Texas 78541.

**NON-COLLUSION:** Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

**PROCESSING TIME FOR PAYMENT:** Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC SUBMISSION OF PROPOSALSS:** The City of Edinburg's City Secretary Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. The CITY will make the final determination as to the submitter's ability.

**SUBMITTER DEFAULT:** The City of Edinburg reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:** It is the responsibility of the submitter to review the Request for Proposals (RFP) packet and to notify the City Secretary Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the City Secretary Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

**RFP DELIVERY:** The City of Edinburg requires submitters, when hand-delivering request for proposals to have a The City Secretary Department representative time/date stamp and initial the envelope.

**WAIVING OF INFORMALITIES:** THE CITY reserves the right to waive minor informalities or technicalities when it is in the best interest of THE CITY.

**SUBCONTRACTING:** The successful submitter may not subcontract the award without the written consent of the City.

**BIDDER RESPONSIBILITY:** It is the responsibility of each vendor before submitting a proposal:

- To examine thoroughly the contract documents and other related data identified in the proposal documents.
- To visit the site to become familiar with and satisfy vendor as to the general, local, and site conditions that may affect cost, progress, performance, etc.
- To consider federal, state, and local laws and regulations that may affect costs, progress, performance or furnishing of the work.
- To study and carefully correlate vendor's knowledge and observations with the contract documents and such other related data.
- To promptly notify THE CITY Purchasing of all conflicts, errors, ambiguities, or discrepancies which vendor has discovered in or between the contract documents and such other related documents.

**PREPARATION COSTS:** This RFP does not commit THE CITY to enter into a Contract, award any services related to this RFP, nor does it obligate THE CITY to pay any costs incurred in preparation or submission of a submittal or in anticipation of a contract.

**AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

**REQUEST FOR PROPOSALS:** The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any of The CITY limitations will result in disqualification of the submitted RFP. A total of **one (1) original and four (4) copies** of the RFP shall be submitted to the address on the cover letter.

**INSURANCE REQUIREMENTS:** 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 (City named as additional insured) 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: \$100,000 each accident  Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability 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

Comprehensive Auto Liability Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
City's Protective Liability 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

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.

## II. 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. Bidders are required to submit five (5) separate proposals for consideration. The budget for each playscape is \$50,000 in which the City intends to spend the entire amount for each playscape. Proposals will be deemed non-responsive if any price other than \$50,000 per playscape is submitted. Since space is not an issue, the City is looking for the best play value and size of play structure for each playscape.
5. Provide evidence that proposal(s) meet or exceed all current CPSC and ASTM guidelines and are IPEMA Third Party Certified to ASTM F-1487. Provide certification that all equipment is compliant with CPSIA 2008 and design must comply with Federal ADA guidelines for Public Play Areas.
6. Provide the following:
  - 2D plan views of proposals with square footage of included wood fiber surfacing with proposed sidewalk layout.
  - 3D color rendering of each proposal.
  - Descriptive product literature of playscape equipment and safety surfacing.
  - General product specifications.
  - Color chart for all components, decks, posts and slides.
  - Copy of manufacturer's warranty.

7. 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.

### III. SPECIFICATION

- A. Design, furnish and installation of five (5) playscapes for ages 5-12. Playscapes must include the following:
1. Complete assembly and installation of playscapes and safety signs. Engineered wood fiber and sidewalk containment border around perimeter of playscapes will be done by City of Edinburg staff.
  2. All proposals must include age appropriate freestanding safety signage.
  3. IPEMA certified engineered wood fiber safety surfacing (sufficient for 12" compacted depth) for the use zone required by the play structure design. Must be virgin engineered wood fiber (recycled material will not be considered). Product must be IPEMA certified to ASTM 1951 and ASTM F2075.
  4. All slides proposed must have a sit-down canopy.
  5. All slides and slide exits must be of double wall construction.
  6. All decks, steps, bridges and ramps will be PVC coated perforated metal with no openings larger than 3/8".
  7. Deck posts shall be 5" O.D., 11 gauge, galvanized and powder coated steel tubing with post caps.
  8. Decks must have minimum side lengths of 48".
  9. All vertical, ground to deck and overhead climbers shall have an arch entry enclosure at the deck edge.
  10. Protective barriers shall be required on all decks, step rails (except transfer step) between decks, bridges and ramps.
  11. All bolts, nuts, screws, washers and other hardware used for assembly of equipment must be tamper resistant stainless steel.
  12. Adjacent decks with a rise of 7" or more must have a protective riser panel.
  13. Riser panels of 18" or more must include a step with handholds.
  14. Any roofs must be a minimum of 72" above deck edge.
  15. Each playscape must include a least three (3) slides and at least three (3) climbers.
  16. Include all delivery charges and provide a specify delivery date after receipt of order.

### IV. 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:                          | 1-30 points                      |
| C. Overall Design:                      | 1-20 points                      |
| D. Company's Experience and References: | <u>1-20 points</u><br>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 to be 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)

**ACKNOWLEDGEMENT FORM**

I have read and understood the requirements set forth in this RFP #2016- 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.

SUBMITTED BY: \_\_\_\_\_

PROPOSER: \_\_\_\_\_

SIGNED: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: ( \_\_\_\_\_ ) \_\_\_\_\_  
Area Code

FAX: ( \_\_\_\_\_ ) \_\_\_\_\_  
Area Code

FEDERAL TAX IDENTIFICATION NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_