



CITY OF TAYLORSVILLE

2600 West Taylorsville Blvd.
Taylorsville, Utah 84129

REQUEST FOR PROPOSALS

T. John Labrum Park Playground, Pavilion and Fencing Removal – Due October 5, 2012

Location of Playground Equipment: T. John Labrum Park
6100 South Jordan Canal Road
Taylorsville, Utah 84129

The City of Taylorsville

West Taylorsville Boulevard (5320 South)
Taylorsville, UT 84129

Request for Proposals

T. John Labrum Park Playground, Pavilion and Fencing Removal

Due October 5, 2012 at 3:00 p.m.

1. **Introduction.** The City of Taylorsville (the “City”) is requesting proposals (“Proposals” or “Responses”) from qualified proposers (“Proposers”) for the removal of fencing and playground equipment, pavilion at T. John Labrum Park (“Services”) for the City of Taylorsville.

1.1. **Intent.** It is the intent of this Request for Proposals (*this “Request”*) to set forth the minimum acceptable requirements for Responses to this Request.

2. **Information Background and Detailed Description of Services.** The City of Taylorsville is interested in the process of redesigning and upgrading the T. John Labrum Park and will be replacing the existing playground equipment and structures with equipment that meets or exceeds current safety standards. The City is requesting a proposal to remove and dispose of the existing equipment, fencing, backstops, and buildings as identified in the demolition plan. The City has held community meetings to receive input about the park and has hired MGB + A to redesign the park and include the specifications for new playground field sports equipment. The Taylorsville City Council has declared the existing equipment to be surplus to the needs of the City in as much as the equipment does not meet current safety standards, and has directed the City Administrator to dispose of the equipment in a manner that provides the City with the best economic value. This RFP is for the removal of the equipment identified in Exhibit A only. A number of residents have already expressed interest in removing selective equipment and structures at no cost to the City. This RFP will allow proposals to remove and dispose of selective equipment by an individual or firm should that proposal meet the requirements of the City. A more detailed description of the Services requested is attached hereto as Exhibit A.

3. **Proposal Requirements.** Three copies of Responses are required to be submitted to Patricia Kimbrough as listed below no later than 3:00 p.m. on October 5, 2012. A Price Submission Sheet is included in this RFP (Exhibit C). Any response, modification, or amendment received after the due date and time is late. No late Responses will be accepted. Responses may be modified or withdrawn prior to the due date and time provided any such request is submitted to Patricia Kimbrough as listed below in writing prior to the due date and time. Email responses will be accepted (pkimbrough@taylorsvilleut.gov). Responses, request to modify, or request to withdraw will be accepted. Proposals must include the following elements and be signed by an authorized representative of the Proposer:

3.1. **Introductory and Execute Summary.** A title page, table of contents/outline, introductory letter expressing an interest in providing the Services and an execute summary. The introductory letter should be addressed to:

Patricia Kimbrough
City Administrator's Office
Taylorsville City
2600 West Taylorsville Blvd.
Taylorsville, UT 84129

Include an e-mail address for the primary contact of the Proposer.

3.2. **Price.** Describe, in sufficient detail, an all-inclusive fee (not to exceed amount) for the Services, which includes, but are not limited to, all expenses, costs, supplies, etc. A Price Submission Sheet is included in this RFP (Exhibit C).

3.3. **Proposal Submission.** The City of Taylorsville, will accept sealed bids at the office of the City Administrator, 2600 West Taylorsville Boulevard, Taylorsville, Utah 84129, or by e-mail attachment to pkimbrough@taylorsvilleut.gov, or in person at the City Offices until 3:00 p.m. on Friday, October 5, 2012. Email bids should be confirm receipt by the City either electronically, or by phone with Pat Kimbrough, 801-963-5400. A Price Submission Sheet is included in this RFP (Exhibit C).

3.4. **Certification.** Complete, sign, and submit the Certification (Exhibit B) that is attached to this Request for Proposal.

4. **Identification of Anticipated Potential Problems.** Proposals should identify and describe any potential problems with respect to providing the Services.

5. **Evaluation Criteria and Scoring Process.** All Proposals received will be reviewed by a Review Panel (defined below). Each evaluation criterion has been given a percentage based on its relative value as a whole. The criteria and each associated percentage are as follows:

6. **Selection.** Discussions may be conducted with Proposers determined by the City to be reasonably susceptible of being selected for the award. In addition, one or more Proposers may be invited to interview. Proposals may be accepted without discussion or interview. The above criteria will be used unless modified in the interview evaluation. A Review Panel or individual(s) will be appointed by the City (referred to hereinafter as "Review Panel"). The Review Panel reserves the right to modify the interview criteria during the course of this process. If such modification occurs, each Proposer being interviewed will be notified at least twenty-four (24) hours prior to the interview of the revised criteria. Based on the results of discussions, if any, interviews, if any, and proposal scoring, the Proposers will be rated by the Review Panel, and such recommendations will be forwarded to the Mayor. The Mayor will make the final selection. The mayor may select one or more Proposers to provide the Services.

6.1. **General Information.** The City reserves the right to reject any and all Responses. The City reserves the right to amend, modify, or waive any requirement set forth in this Request. Response to this Request is at the Proposer's sole risk and expense. All Proposers must comply with applicable federal, state, and local laws and regulations. Except for written responses provided by the contact person described below, the City has not authorized anyone to make any representations regarding the subject matter of this Request. All requests for

clarification or additional information regarding this Request must be submitted in writing to the contact person described below no later than October 1, 2012 , at 3:00 p.m. The contact person will endeavor to respond to such request for clarification or additional information and if the contact person deems, in his sole and absolute discretion, that such response is of general applicability, his response, if any, will be posted on the City's website at www.taylorsvilleut.gov (which constitutes a written response). Entities responding to this Request are encouraged to review such website frequently. The City anticipates selecting one or more of the responding Proposers, but there is no guaranty that any responding Proposer will be selected. Responses will be placed in the public domain and become public records subject to examination and review by any interested parties in accordance with the Government Record Excess Management Act (Utah Code Ann. § 63-2-101, et seq.). All materials submitted in response to this Request will become the property of the City and will be managed in accordance with the Government Record Access Management Act.

7. **Terms of Contract.** The successful Consultant will be required to enter into a written agreement with the City to provide the Services. If the selected Proposer and the City attorneys' office are unable to negotiate an acceptable agreement, then such Proposal shall be deemed withdrawn and another Proposer(s) will be selected by the mayor and negotiation will continue with such other Proposer(s) until an acceptable agreement is completed.

8. **Contact Person.** For further information or for American with Disabilities Act (ADA) accommodation, contact John Inch Morgan, City Administrator, (801) 963-5400, 2600 West Taylorsville Boulevard, Taylorsville, UT 84129.

Exhibit “A”

[Services]

1. The project will consist of:
 - a. Removal of the selected equipment, including all foundational footings and anchors, and the proper (legal) disposal of materials that are removed.
 - b. Restoration or appropriate grading of the site where the equipment, footings and anchors were removed.
2. PRE-BID MEETING – A pre-bid meeting will be scheduled prior to the project.
3. Bidders are required to include pricing for the removal and legal disposal of all existing playground equipment as noted in the attached Demolition Plan.
4. The successful bidder shall complete all work required within twenty (20) working days from the date of the Award and Notice to Proceed documents. The working hours due to the proximity of residential housing to the park will be from 7:00 a.m. to 9:30 p.m.
5. Proposals must include a brief description of the bidders capacity to perform the work described in their response to the Request for Proposal. The proposal must thoroughly explain the proposed means and methods to perform each objective.
6. Provide a total bid price to cover all costs in connection with the proper and successful completion of the work, including furnishing all materials, equipment, and supplies.
7. Proposals that anticipate compensating the City for the equipment after considering the cost of removal, must clearly state the compensation amount. The Taylorsville City Council has declared the equipment and assets listed in Exhibit A as surplus to the needs of the City and has set a minimum bid price for each piece of equipment at \$10.00. It has been considered that the removal price and the salvage value together will net the City a minimum of \$10.00 per piece of equipment.
8. Information obtained from a source other than the individual listed above is not official and should not be relied upon. It is intended that all inquiries be processed through the aforementioned individual, ensuring Bidders receive consistent information. The City will endeavor to respond to inquiries within two (2) business days of receipt of an inquiry, although Bidders should be aware that responses to enquiries will only be provided as time permits.

Exhibit "B"

CERTIFICATION

The undersigned Proposer certifies that it has not:

1. Provided an illegal gift or payoff to a City officer or employee or former City officer or employee or his or her relative or business entity;
2. Retained any person to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; or
3. Knowingly influenced and hereby promised that it will not knowingly influence and City officer or an employee or former City officer or employee to break any applicable ethical standard or rules.

The undersigned Proposer certifies that:

1. The Proposal is made in good faith.
2. The Proposal is made in conformity with the specifications and qualifications contained in the Request.

Name of Proposer: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Fax Number: _____

Web Site Address: _____

Email Address: _____

Date Signed: _____

Exhibit "C"
(Price Submission Sheet)

Please List the Complete Cost for the Following Project:

Removal of the selected equipment, including all foundational footings and anchors, and the proper (legal) disposal of materials that are removed. Restoration or appropriate grading of the site where the equipment, footings and anchors were removed.

Price Submission Sheet				
PLAYGROUND EQUIPMENT PROJECT				
Item	Description	Qty	Price	Extended Price
1			\$	\$
2			\$	\$
3			\$	\$
4			\$	\$
5			\$	\$
TOTAL PRICE FOR COMPLETE PROJECT AS STATED ABOVE.				\$

Taylorsville Executive Order

Criteria to Evaluate Lowest Responsive Responsible Bidder

Utah Code Ann. § 11-39-101, *et seq.*, provides in part that if a city intends to undertake a building improvement or public works project paid for by the City and the estimated cost of building improvements or public works projects exceed the bid limit (as defined therein) and the City determines to proceed with the building improvements or public works project, then the City shall enter into a contract for the completion of the building improvements or public works project with the lowest responsive responsible bidder. Lowest responsive responsible bidder means, among other things, a prime contractor who satisfies the local entities criteria relating to financial strength, past performance, integrity, reliability, and other factors that the local entity uses to assess the ability of the bidder to perform fully and in good faith the contract's requirements. The Mayor hereby enters this Executive Order that the term "lowest responsive responsible bidder" shall include evaluation of the following criteria:

1. That the contractor and subcontractors, if any, demonstrate to the city's satisfaction that the contractor and subcontractor have and will maintain an offer of quality health insurance coverage for the contractor's and subcontractor's employees and the employee's dependents.
2. That the contractor and subcontractor, if any, demonstrate to the city's satisfaction that the contractor has and will maintain a drug and alcohol testing policy during the period of the contract that applies to all covered individuals employed or hired by the contractor or subcontractor and subject the covered individuals to random testing under the drug and alcohol testing policy.
3. That the contractor and subcontractor, if any, demonstrate to the city's satisfaction that the contractor and subcontractor have and will maintain a program to actively recruit and/or employ veterans.
4. That the contractor and subcontractors, if any, demonstrate to the city's satisfaction that the contractor and subcontractor has and will maintain a job training program, such as by way of example and not limitation, a Federal, State and/or City recognized job training program.
5. That the contractor and subcontractors, if any, demonstrate to the city's satisfaction that the contractor and subcontract has and will maintain a safety program.

As used herein:

1. "Contractor" means a person or entity who is or may be awarded a construction contract for building improvements and public works projects.
2. "Covered individual" means an individual, who, on behalf of a contractor or subcontractor, provides services directly related to design or construction contract and is in a

safety sensitive position, including a design position that has responsibilities that directly affect the safety of a building improvement or public works project.

3. “Drug and alcohol testing policy” means a policy under which a contractor or subcontractor tests a covered individual to establish, maintain, or enforce a prohibition of (i) the manufacture, distribution, dispensing, possession, or use of drugs or alcohol, except the medically prescribed possession and use of a drug, or (ii) the impairment of judgment or physical abilities due to the use of drugs or alcohol.

4. “Health benefit plan” means a policy that provides health care insurance, provides major medical expense insurance, or is offered as a substitute for hospital or medical expense insurance such as a hospital confinement indemnity or limited benefit plan. Health benefit plan does not include a policy that provides benefits solely for accidents, dental, income replacement, long-term care, a Medicare supplement, a specific disease, vision, or a short-term limited duration where it is offered and marketed as supplemental health insurance.

5. “Qualified health insurance coverage” means at the time the contract is entered into or renewed:

(a) a health benefit plan and employer contribution level with a combined actuarial value at least actuarially equivalent to the combined actuarial value of the benchmark plan determined by the Children’s Health Insurance Program under Utah Code Ann. § 26-40-106(2)(a) or a successor, and a contribution level of 50% of the premiums for the employee and the dependents of the employee who reside or work in the state in which:

i. the employer pays at least 50% of the premium for the employee and the dependents of the employee; and

ii. for purposes of calculating actuarial equivalency under this provision:

(1) rather than benchmark plan deductibles, and the benchmark plan out-of-pocket maximum based on income levels:

(A) the deductible is \$1,000 per individual and \$3,000 per family; and

(B) the out-of-pocket maximum is \$3,000 per individual and \$9,000 per family;

(b) dental coverage is not required; or

(c) a federally qualified, high-deductible health plan that at a minimum:

i. has a deductible that is either:

(1) the lowest deductible permitted for a federally qualified, high-deductible plan;

(2) or a deductible that is higher than the lowest deductible permitted for a federally qualified, high-deductible health plan, but includes an employer contribution to a health savings account in a dollar amount at least equal to the dollar amount difference between the lowest deductible permitted for a federally qualified, high-deductible plan and the deductible for employer-offered federal qualified, high-deductible plan;

(A) has an out-of-pocket maximum that does not exceed three times the amount of the annual deductible;

(B) and the employer pays 60% of the premium for the employee and the dependents of the employee who work or reside in the state of Utah.

6. “Random testing means that a covered individual is subject to periodic testing for drugs and alcohol in accordance with the drug and alcohol testing policy and on the basis of random selection process.
7. “Subcontractor” means any person or entity who may be awarded a contract with a contractor or another subcontractor to provide services or labor for the construction of building improvements and public works projects. Subcontractor includes a trade, contractor, or specialty contractor but does not include a supplier who provides only materials, equipment, or supplies to a contractor or subcontractor.
8. “Veteran” means an individual who has served on active duty in the armed forces for more than 180 consecutive days, or was a member of a reserve component who served in a campaign or expedition for which a campaign medal has been authorized and who has been separated or retired under honorable conditions, or any individual incurring an actual service-related injury or disability in the line of duty, whether or not that person completed 180 consecutive days of active duty.