

REQUEST FOR PROPOSALS

For FY 2023-2024

Pickleball Complex IN ROLLA, MISSOURI

INTRODUCTION AND PURPOSE

Proposals shall be submitted in a sealed envelope and clearly marked “**FY2023-24 – PICKLEBALL COMPLEX, PROJECT 070-580-C1.**” Proposals will be accepted until 11:00 a.m., Wednesday, Sept. 20, in the office of the Parks Director, 3rd Floor, 901 North Elm Street, Rolla, Missouri, at which time they will be opened. The project will consist of six pickleball courts with fencing, windscreens and shaded seating area(s). An itemized breakout of scope of work can be found in these specifications.

Contractor shall be responsible for all necessary city, state and federal statutes, rules and regulations. The required documentation for such, along with the contract agreement, to be provided once the successful proposal has been determined. The proposal will not be finalized until all such documents are agreed upon, proof of insurance and required performance and payment bonds and monies received, and those required documents prior to the beginning of the process are completed.

The City reserves the right to reject any and all proposals.

Contractors are advised that the City of Rolla shall consider prior substandard goods or prior substandard service delivery or excessive distance to the City as a criterion for rejection.

All proposals shall meet or exceed specifications.

Responses are considered valid for ninety (90) days after response(s) are opened. Contractors submitting responses may not withdraw, cancel or modify their response for a period of ninety (90) days after response(s) are opened.

Responses must be signed by an authorized person representing the legal entity of the firm submitting the response.

The inability to meet any specified requirements(s) must be stated in writing and attached to the response form or written on the response form.

Submission of a Bid signifies that the Bidder will sign the contract presented by the city (if awarded) without alteration. Refusal to sign or exceptions taken to the contract will give the City of Rolla the right to reject the bid.

Contractors must be factory authorized dealers for the equipment, service and parts of the items they are bidding.

Successful contractor, upon being notified of selection, will be required to have the appropriate City of Rolla business license.

All questions regarding plans or specifications must be directed to the Parks and Recreation Department no later than 72 hours prior to time for receipt for proposals.

By submitting a proposal, the contractor has confirmed that an investigation of the site of the work has been performed and that the contractor otherwise has satisfied himself as to the nature and location of the work and has fully informed himself as to all conditions and matters that can in any way affect the work or the cost thereof.

An optional pre-bid meeting will be 11 a.m. Wednesday, Sept. 13, at Green Acres Park, Rolla, Mo.

The contractor further understands and agrees that if this Proposal is accepted he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the work and to furnish all of the materials specified in the contract, except such materials and/or work to be furnished by the City, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.

LICENSURE AND/OR CERTIFICATES: If applicable, the successful Contractor awarded the bid shall provide to the city his license and/or Certificates.

PERFORMANCE BOND: The Successful Bidder will be required to furnish a performance bond for the full amount of this Contract. The performance bond shall have a value equal to 100% of this Contract. This bond shall be conditioned upon faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. The performance bond shall be solely for the protection of the city.

FAIR EMPLOYMENT PRACTICES: The successful bidder shall participate and comply with all applicable affirmative action, equal opportunity employment, nondiscrimination and local hiring preferences established by the City of Rolla for Pickleball Court Construction. The City of Rolla is An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply.

INTERPRETATION OF ACCEPTABLE WORK: The specifications, response and contract documents are to be interpreted as meaning those acceptable to the City of Rolla. Any substantive changes or interpretations will be issued by the City in writing as an addendum.

10. TAX EXEMPTIONS: The City of Rolla is exempt from Federal Excise taxes and Missouri Sales and Use taxes. Firms shall avail themselves of these exemptions.

11. WARRANTY OF WORK: The successful bidder shall provide their best possible warranty(ties) for all work, material installations conducted under the Scope of Work and this contract.

12. COMMENCEMENT OF WORK: No work shall commence under the contract without the issuance of a Notice to Proceed or Award and a Purchase Order from the City of Rolla Administration. The successful Contractor shall not exceed the total contract price without advance written approval from the City of Rolla Administration.

DISPOSAL OF EQUIPMENT AND MATERIALS: All materials and equipment replaced under this contract shall be disposed of by the contractor at his/her sole expense unless otherwise specified or approved of by the City of Rolla's Parks and Recreation Director. The Contractor shall submit any and all copies of any Hazardous Materials manifest for disposal indicating volume for disposal, date, location for disposal and signed off by the vendor used for disposal.

13. INSURANCE: The firm awarded this contract must provide a current Certificate of Insurance to the City Administrator PRIOR to commencement of work, with the following requirements: 1) General Conditions: Within ten (10) business days of the award or notice, or prior to the start of work, whichever comes first, the contractor/insured will provide, pay for, and maintain in full force and effect the insurance outlined here for coverage's at not less than the prescribed minimum limits of liability. Such coverage is to remain in force during the life of the contract and for such additional time as may be required, and will cover the contractor/insured's activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts of them may be liable.

A. Certificates of insurance: The contractor/insured will give the City of Rolla a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverage's required here are in effect and specifying that the liability coverage's are written on an occurrence form and that the coverage's will not be canceled, nonrenewed, or materially changed by endorsement or through issuance of other policy(ices) of insurance without sixty (60) days advance written notice to the City of Rolla's, City Administrator. Failure of the owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence provided will not be construed as a waiver of the contractor/insured's obligation to maintain such insurance. RFP for Pickleball Court Construction Project Rolla Project NO. 8-2022 8

B. Insurer Qualifications: All Insurance will be provided through companies authorized to do business in the State of Missouri and considered acceptable by the City.

C. Additional Insured: The policy or policies providing insurance as required, with the exception of professional liability and worker's compensation, Contractor shall add the City of Rolla on all insurance policies. Contractor shall provide the City of Rolla with a certificate of insurance. Contractor insurance shall be primary and non-contributory.

D. Retroactive Date and Extended Reporting Period: Any coverage written on a claims made basis requires an extended reporting period of at least 36 months upon final payment or date of project completion, whichever occurs later.

E. Subcontractors' Insurance: The contractor will require and cause each subcontractor hired and/or employed by the contractor to purchase and maintain insurance of the types specified below. When

requested by the City, the contractor will furnish copies of certificates of insurance evidencing coverage for each subcontractor. Any coverage written on a claims made basis requires an extended reporting period of at least 36 months upon final payment or date of project completion, whichever occurs later.

F. Waiver of Subrogation: The contractor shall waive subrogation and all rights of recovery against the City of Rolla. Contractor will require all insurance policies related to the work and secured and maintained by the contractor to include clauses waiving subrogation in the certificate of insurance. The contractor/insured will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

G. Indemnification and Hold Harmless: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City of Rolla, and their boards, employees and agents from and against all claims, damages, losses, judgments and expenses, including but not limited to attorney fees of counsel selected by the City, that arise from or may arise from the performance of the work, the supplying of materials and/or the breach of this Agreement provided that such claim, loss, damage, judgment and/or loss expense is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the work itself) but only to the extent caused by the negligent acts or omissions of the Contractor, subcontractors, anyone directly or indirectly employed by them or anyone for RFP for Pickleball Court Construction Project Rolla Project NO. 8-2022 9 whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

2) Insurance Limits and Coverage:

A. To the extent applicable, the amounts and types of insurance will conform to the minimum terms and conditions and coverages of the national Insurance Services Office (ISO) policies, forms, and endorsements.

B. If the contractor/insured has self-insured retention's or deductibles under any of the following minimum required coverage's, the contractor/insured must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be the contractor/insured's sole responsibility.

C. Commercial General Liability: The contractor/insured will maintain commercial general liability insurance covering all operations by or on behalf of the contractor/insured on an occurrence basis against all claims for personal injury (including bodily injury or death) and property damage (including loss of use). Such insurance will have these minimum limits: • \$ 1,000,000 each occurrence. • \$ 1,000,000 each occurrence if blasting is required. • \$ 2,000,000 general aggregate with dedicated limits per project site. • \$ 2,000,000 products and completed operations aggregate. • \$ 1,000,000 personal and advertising injury.

D. Automobile Liability: The contractor/insured will maintain business auto liability coverage for liability arising out of any auto, including owned, hired, and nonowned autos.

E. Workers' Compensation: The contractor/insured will maintain workers' compensation and employer's liability insurance in the following minimum limits: • Workers' Compensation: statutory limits. • Employer's Liability: \$1,000,000 bodily injury for each accident. • Employer's Liability: \$1,000,000 bodily injury by disease each employee. • Employer's Liability: \$1,000,000 bodily injury disease aggregate.

F. Professional Liability: \$1,000,000.

G. The Contractor shall provide Builders' Risk Insurance to a minimum of the coverage or the value of the work.

H. Governing Law: This agreement shall be governed by the laws of the State of Missouri.

I. These are minimum insurance limit requirements only. Additional insurance RFP for Pickleball Court Construction Project Rolla Project coverages and amounts may be required by the City of Rolla on a per project basis.

REQUESTED INFORMATION

Proposals should include:

- A description of your company's qualifications and relevant, current experience;
- A minimum of three references of other Missouri cities you have worked with in designing and installing pickleball courts.
- An itemized list of all expenses, including all labor, materials, installation, forms and equipment necessary for constructing all improvements as shown on the plans and specifications.
- The expense list should include all city, state and federal sales, excise and similar taxes which may be lawfully assessed and all bonds, permits, governmental fees and licenses in connection with his performance of work and purchase of materials to be incorporated in the work.
- Proposals must specify projected maintenance costs of the pickleball complex annually during its lifetime, projected lifetime of materials, and the warranty period of the materials.

PROJECT DESCRIPTION

The project will occupy space for USA Pickleball regulation size, tournament level play for six turnkey post-tension concrete courts, with interior fencing between courts and exterior fencing with windscreens. The surfacing will consist of material that is ADA-compliant and meets impact attenuation criteria and is consistent with national pickleball court standards. The contractor will be responsible for the sub-base as well. The complex will be enclosed by commercial grade steel fencing to the standards found in the specs for the project. The project will also include shaded seating areas.

PROJECT SPECS

The proposal to include the following:

- > Proposed layout of 6 post-tension concrete courts with posts, nettings, center straps

- > If existing courts to be used in new courts, please provide a rationale. If not, provide the cost for removal
- > Court dimensions to use USA Pickleball recommendations
- > USA Pickleball recommended sub-surface
- > Slope, drainage, surface coating and striping done to USA Pickleball guidelines
- > 10-foot exterior vinyl covered, rust-resistant fencing with entrance gates and windscreens
- > List as an option: sound deadening solution
- > Minimum 4-foot covered top interior fencing with gate entrance for each court.
- > Shade canopy or canopies incorporated into the design to cover three separate seating areas. City will provide bleachers/benches.
- > Provide complete pricing for the total project.
- > Upon contractor selection, contractor is required to furnish a performance bond in an amount at least equal to 100 percent (100%) and a 5% bid bond issued by an acceptable surety company.
- > Selected contractor must meet all necessary local, state and federal requirements and provide documentation of same, including but not limited to e-verify, sub-contractor disclosure, Buy America policy, OSHA safety training, hold harmless agreements, and prevailing wage compliance.
- > Provide warranties on fencing, materials, and surface. Warranty length and specifics will be a factor in selection.
- > Installation by certified commercial installer.
- > City of Rolla will provide contract upon notification of selection.
- > City of Rolla to do tree removal (if necessary) and landscaping upon completion, maintenance storage, restrooms and connections.

TIMETABLE FOR COMPLETION: On or before May 31, 2024

PROJECT PRICE: Not to exceed \$450,000

EVALUATION CRITERIA

The criteria used to select the preferred vendor are at the sole discretion of the City of Rolla. Proposals will be evaluated using the criteria listed below and the minimum qualifications listed in the Overview Section of this RFP.

Responses will be evaluated based on the best fit of the contractor with the needs of The City.

Quality of Response - The completeness and overall quality of the proposal, including submission of appropriate and reasonable responses to all RFP requirements. Please enumerate your company's quality advantages.

Contractor Experience - — The proven ability of the contractor to deliver, install a quality 6-court pickleball complex.

Contractor Estimated Fees - The reasonableness and value of the fees for services rendered and how the fees are determined.

TIMETABLE AND NOTIFICATION

- RFP and initial contacts: August 21, 2023
- Pre-bid meeting: Sept. 13, 2023
- Proposals due to the Parks Department: September 20, 2023

- Finalists notified: week of October 3, 2023
- Recommendation of finalist to City Council: Monday, Oct. 2, 2023
- Contract negotiation/approval: Oct. 3-6, 2023

Proposals must be received at Rolla City Hall by date noted in first paragraph. The City may extend the submittal period without re-advertising. If The City elects to extend the deadline, all recipients of the RFP who have indicated an interest will be notified in writing of this decision. Submit proposals to Floyd Jernigan, Parks and Recreation Director, Rolla City Hall, and PD Box 979, Rolla, Mo., 65402 and marked Pickleball Complex Project.

Negotiations

Upon the City's selection, City and Contractor will engage in further discussions to detail the scope and negotiate the contract amount. If an agreement can't be negotiated within 14 days of notification to the designated respondent, the City may terminate negotiations and negotiate an agreement with another respondent. The City reserves the right to reject any or all proposals. The City reserves the right to request additional information from any or all proposers. Negotiations by the City will not be deemed a counter offer or a rejection of any original proposal.

Late Proposals

Late proposals will not be considered.

