

Mission Oaks Recreation and Park DISTRICT

Sacramento County, California

CONTRACT DOCUMENTS

# CONSULTANT SERVICES FOR Implementation of District signage plan

Proposal, Contract, and Specifications

August 5, 2024

# REQUEST FOR PROPOSALS FOR

Design and Engineering of Park Signage and Wayfinding Strategy

#### TO WORK WITH THE MISSSION OAKS RECREATION AND PARKS DISTRICT

#### INTRODUCTION

The purpose of this Request for Proposals (RFP) is to implement the Districts signage plan by means of fabricating removing and installing all signage identified in section 9 of this RFP.

#### NOTICE IS HEREBY GIVEN:

That the Mission Oaks Recreation and Park District will receive proposals from firms for the implementation of the Districts signage plan as outlined in this RFP by the date and at the address listed below:

#### PROPOSALS DUE:

#### 2:00 PM on August 23, 2024

Attn: J.R. Hichborn, Parks Superintendent Mission Oaks Recreation and Parks District 3344 Mission Avenue Carmichael, CA 95608

# **REQUEST FOR QUALIFICATIONS**

# Implementation of the Districts signage plan

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## **SECTION 1: INTRODUCTION**

#### 1.1 <u>Statement of Purpose</u>

The purpose of this Request for Proposals (RFP) is to identify and retain a qualified firm for the implementation of the Districts signage plan.

#### 1.2 Scope of Work – See Section 10 for Additional Details and Bid Forms

The selected firm shall serve as the District's representative when designated. J.R. Hichborn, Parks Superintendent, shall oversee and facilitate the activities of the firm with other government agencies or District departments as needed. The selected firm shall provide professional services and expertise related to implement the Districts signage plan in compliance with the governing codes and applicable regulations.

#### 1.2.1 Specifications

The overall list of tasks that are intended to be the responsibility of the selected firm are described in the Specifications detailed in Attachment 10.1, provided below.

#### 1.2.2 Equipment and Supplies

The Contractor shall furnish all tools, materials, supplies, and equipment to perform the tasks identified in Section 1.2.1 above.

# 1.2.3 Mandatory Responding Firm's Qualifications Requirements (see sections 3.15 and 5.2.2)

The consultant(s) selected must have qualifications and demonstrated prior experience in the fabrication and installation of signage throughout municipalities. Experience with similar park, trail and local governments is desired with recent project experience within the last five (5) years.

#### 1.2.4 Area Definitions

Ashton Park (4251 Ashton Drive, Sacramento CA, 95864) is the only site included in this RFP for the first initial phase of the Districts signage plan. If and when additional locations are developed or added to the contract, pricing will be negotiated by the District and the Contractor. Additional site locations for further implementation are listed below.

Swanston Community Park Oak Meadow Park Valley Oak Park Shelfield Park Maddox Park Windemere Park Orville Wright Park Hazelwood Greens Eastern Oak Park Mission North Park Gibbons Community Park Cowan Park Sierra Oaks School Firehouse Maintenance shop

#### **SECTION 2: SUBMITTAL DEADLINE**

Proposals shall be submitted no later than the deadline specified on page 2. Firms shall respond to the written RFP and any exhibits, attachments, or amendments. A responding firm's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Responding firms assume the risk of the method of dispatch chosen. The District assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual receipt of the proposal by the District. Late proposals shall not be accepted, nor shall additional time be granted to any responding firm.

Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

#### SECTION 3: GENERAL REQUIREMENTS AND INFORMATION

#### 3.1 District Contact for Request for Proposals

The following District Representative shall be the main point of contact for this RFP.

Attn: J.R. Hichborn, Parks Superintendent Mission Oaks Recreation and Parks District 3344 Mission Avenue Carmichael, CA 95608 Office (916) 359-1606

#### 3.2 Required Review and Waiver of Objections by Responding Firms

Responding firms should carefully review this RFP and all attachments, including, but not limited to, the *Standard Contract*, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). **Comments must be made in writing and received by the District no later than Friday, August 16, at 2:00 PM** (Deadline for Written Comments). Questions can be emailed to <u>JRHichborn@MORPD.com</u>. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Objections shall be considered waived and invalid if not brought to the attention of the District, in writing, by the Deadline for Written Comments.

#### 3.3 Proposals

**3.3.1** Responding firm shall respond to this RFP with a proposal. One (1) original and two (2) copies of the proposal shall be submitted to the District in a sealed package and clearly marked: "*Proposal for Park signage implementation*"

**3.3.2** All proposals must be submitted at the following address by the date and time identified in the Proposals Due on page 2.

Attn: J.R. Hichborn, Parks Superintendent Mission Oaks Recreation and Park District 3344 Mission Avenue Carmichael, CA 95608

#### 3.4 **Proposal Preparation, Interview and Negotiation Costs**

The District shall not be responsible for and/or shall not pay any costs associated with the preparation, proposal, or presentation of any proposal, or costs incurred by the responding firms during the interview and negotiations phase of the solicitation process.

#### 3.5 <u>Proposal Withdrawal</u>

To withdraw a proposal, the responding firm must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the responding firm may submit another proposal at any time up to the deadline for submitting proposals.

#### 3.6 Proposal Amendment

The District shall not accept any amendments, revisions, or alterations to the proposal after the deadline for the proposal.

#### 3.7 <u>Proposal Errors</u>

Responding firms are liable for all errors or omissions contained in their proposal. Responding firms shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

#### 3.8 Incorrect Proposal Information

If the District determines that a responding firm has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the responding firm knew or should have known was materially incorrect, the proposal may be rejected in the District's sole discretion.

#### 3.9 **Prohibition of Respondent Terms and Conditions**

A responding firm may not submit the firm's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the District, at its sole discretion, may reject the proposal, unless the proposed terms are in accordance with Section 5.2.1.6 below.

#### 3.10 Assignment and Subcontracting

**3.10.1** The selected firm(s) may subcontract, transfer, or assign any portion of the contract without prior written approval from the District.

**3.10.2** Notwithstanding the use of approved subcontractor / subconsultant, the selected firm(s), if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

#### 3.11 Proposal of Alternate Services

Proposals of alternate services (i.e., proposals that offer something different from that requested by the RFP) will be considered non-responsive and rejected.

#### 3.12 <u>Proposal of Additional Services</u>

If a responding firm indicates the capability and offers services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing, at the sole discretion of the District. The cost for any such additional services shall be mutually agreed upon by the selected firm(s) and the District and incorporated into the contract before contract before contract signing.

#### 3.13 Insurance

The apparent successful responding firm will be required to provide proof of insurance as set forth in the attached Standard Contract prior to commencing work.

#### 3.14 Licensure and Special Certification

Before a contract pursuant to this RFP is signed, the selected firm(s) must hold all necessary applicable business and professional licenses, and certifications. The District may require any or all responding firms to submit evidence of proper licensure and certifications.

**3.14.1** <u>Contractor Registration</u>. Pursuant to Labor Code section 1725.5, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the DIR.

**3.14.2** <u>Prevailing Wages.</u> Responding firms are hereby notified that the DIR has determined the general prevailing rate of wages for each craft, classification, or type of worker needed to execute the work. Copies of the current schedules for California prevailing wages are located on the Department of industrial relations (DIR) website, and the contents of those schedules are included herein as if set forth in full.

#### 3.15 Conflict of Interest and Restrictions

By submitting a proposal, the responding firm certifies that no amount shall be paid directly or indirectly to an employee or official of the District as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the responding firm in connection with the procurement under this RFP.

### 3.16 **RFP Amendment and Cancellation**

The District reserves the unilateral right to amend this RFP in writing at any time. The District also reserves the right to cancel or reissue the RFP at its sole discretion. The District shall post copies of the RFP and amendments on the webpage under www.MORPD.com and it shall be the responsibility of the responding firm to monitor the posting of written responses. Responding firms shall respond to the final written RFP and any exhibits, attachments, and amendments.

### 3.17 <u>Right of Rejection</u>

**3.17.1** The District reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

**3.17.2** Any proposal received which does not meet the requirements of this RFP may be considered to be non-responsive, and the proposal may be rejected. Responding firms must comply with all of the terms of this RFP and all applicable state and local laws and regulations. The District may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

**3.17.3** Responding firms may not restrict the rights of the District or otherwise qualify their proposals. If a responding firm does so, the District may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

**3.17.4** The District reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the District. Where the District waives variances in proposals, such waiver does not modify the RFP requirements or excuse the responding firm from full compliance with the RFP. Notwithstanding any variance, the District may hold any responding firm to strict compliance with the RFP.

#### 3.18 Disclosure of Proposal Contents

All proposals and other materials submitted in response to this RFP procurement process become the property of the District. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation and selection process. Upon the completion of the evaluation and selection process, indicated by approval of a contract for services emanating from this RFP by the District Advisory Board or by rejection of all proposals, the proposals and associated materials shall be open for review by the public to the extent required by the California Public Records Act. By submitting a proposal, the responding firm acknowledges and accepts that the contents of the proposal and associated documents shall become open to public inspection.

# 3.19 **Proprietary Information**

The master copy of each proposal shall be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each responding firm may clearly label part of a proposal as

"CONFIDENTIAL." In doing so, the responding firm thereby agrees to indemnify and defend the District. The failure to so label any information that is released by the District shall constitute a complete waiver of all claims for damages caused by or related to any release of the information. If a public records request for labeled information is received by the District, the District will endeavor to notify the responding firm of the request and delay access to the material until seven (7) working days after the District's receipt of the public records request. Within that time delay, it will be the duty of the responding firm to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

#### 3.20 Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the District and responding firms shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

### SECTION 4: SPECIAL REQUIREMENTS

#### 4.1 Joint Ventures and Partnering

Proposals from joint ventures or entities partnering for a specific service must be designed to minimize any administrative burden on the District as a result of the participation of multiple entities.

**4.1.1** The proposal shall clearly set forth the respective responsibilities and functions that each Principal of the joint venture or partnering entities would perform if awarded a contract pursuant to this RFP.

**4.1.2** The proposal must include a copy of the joint venture or partnering agreements that identify the Principals involved, as well as their rights and responsibilities regarding a contract pursuant to this RFP.

**4.1.3** The proposal transmittal letter must be signed by each Principal of the joint venture and include all required information.

#### SECTION 5: STATEMENT OF QUALIFICATIONS FORMAT AND CONTENT

#### 5.1 <u>General Proposal Requirements</u>

**5.1.1** The District discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the responding firm's capabilities to satisfy the requirements of this RFP. Emphasis should be on conformity to the District's instructions, requirements of this RFP, and completeness and clarity of content.

**5.1.2** Responding firms must follow all formats and address all portions of the RFP set forth herein providing all information requested. Responding firms may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of the District's information requirements.

**5.1.3** Responding firms must respond to every subsection under the proposal and fee schedule sections below. Responding firms must label each response to RFP requirements with

the section and subsection numbers associated with the subject requirement in this RFP (e.g., the response to the second requirement of the proposal Transmittal Letter would be labeled 5.2.1.2). Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the District's sole discretion, result in the rejection of the proposal. Proposals must not contain extraneous information. All information presented in a proposal must be relevant in response to a requirement of this RFP, must be clearly labeled and, if not incorporated into the body of the proposal. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.

**5.1.4** Proposals shall be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spread sheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English. All monetary amounts must be detailed in United States currency. All proposal pages must be numbered. Proposals shall not include unnecessary company advertisement material.

### 5.2 <u>Proposal</u>

The proposal shall be divided into the following sections:

- 1. Proposal Transmittal Letter,
- 2. Mandatory Responding Firm's Qualifications,
- 3. General Responding Firm's Qualifications and Experience,
- 4. Technical Project Approach, and
- 5. Cost Proposal Forms

If a proposal fails to detail and address each of the requirements detailed herein, the District may determine the proposal to be nonresponsive and reject it.

**5.2.1 Proposal Transmittal Letter.** The proposal must provide a written transmittal and offer of the responding firm in the form of a standard business letter. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required. Each proposal must meet the Proposal Transmittal Letter requirements and provide all required documentation. A Proposal Transmittal Letter is mandatory and failure to provide the information as required may result in the proposal being considered nonresponsive and rejected.

**5.2.1.1** The letter shall state that the proposal remains valid for at least sixty (60) working days subsequent to the proposal due date and thereafter in accordance with any resulting contract between the responding firm and the District.

**5.2.1.2** The letter shall provide the complete name of the individual or the firm making the proposal.

**5.2.1.3** The letter shall provide the name, mailing address, and telephone number of the person the District should contact regarding the proposal.

**5.2.1.4** The letter shall state whether the responding firm intends to use subcontractors. If so, clearly identify the names of the subcontractors/sub-consultants along with complete mailing addresses and the scope and portions of the work the subcontractors / sub-

# consultants shall perform. (NOTE: The selected firm(s) must obtain written approval from the District prior to the use of any subcontractors / sub-consultants).

**5.2.1.5** The letter shall state whether the responding firm or any individual who shall perform work under the contract has a possible conflict of interest and, if so, the nature of that conflict. The District reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offertory. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the District.

**5.2.1.6** The letter shall also include a statement of acknowledgement that the District's *Standard Contract* (Section 10) has been reviewed and accepted with or without qualification. If qualifications are involved, those items requiring adjustment or modification must be identified and listed along with suggested modifications to the contract. If no modifications to the Contract are noted, then the District will assume that the responding firm is capable of performing all normal managerial tasks and services without reservation or qualification to the contract.

**5.2.1.7** The letter shall be signed by a company officer empowered to bind the responding firm to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the company president, the letter shall attach evidence showing authority to bind the company.

**5.2.2 Mandatory Responding Firm's Qualifications.** Proposals shall provide responses and documentation, as required, establishing that the responding firm has met the Mandatory Responding Firm's Qualifications Requirements (see section 1.2.3). Any proposal which does not meet the mandatory requirements and provide all required documentation may be considered nonresponsive, and the proposal may be rejected.

**5.2.3 General Responding Firm's Qualifications and Experience.** Proposals shall provide the following information (referencing the subsections in sequence) to evidence the responding firm's experience in delivering services similar to those required by this RFP:

- **5.2.3.1** A brief description of the responding firm's background and organizational history.
- **5.2.3.2** Years in business.
- **5.2.3.3** A brief statement of how long the responding firm has been performing the services required by this RFP.
- **5.2.3.4** Location of office(s) with clear identification of the office(s) from which services will be performed.
- **5.2.3.5** A description of the responding firm's number of employees, longevity, client base.
- **5.2.3.7** Form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, joint venture, Limited Liability Company, etc.).

- **5.2.3.8** A statement as to whether there is any pending litigation against the responding firm, and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the responding firm's performance in a contract under this RFP.
- **5.2.3.9** A statement as to whether, in the last ten (10) years, the responding firm has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and, if so, an explanation providing relevant details.
- **5.2.3.10** A list, if any, of all current contractual relationships with the District and all those completed within the previous five-(5) year period.

(NOTE: Current or prior contracts with the District are NOT a prerequisite to being awarded the maximum available points for the responding firm's Qualifications and Experience category. The existence of such current or prior contractual relationships will not automatically result in the addition or deduction of evaluation points. Any such current or prior contractual relationships shall be generally considered in awarding the responding firm Qualifications and Experience category points.)

- **5.2.3.11** A brief descriptive statement indicating the responding firm's credentials to deliver the services sought under this RFP.
- **5.2.3.12** Describe in detail a maximum of ten (10) public sector or similar projects maintained in the last five (5) years that demonstrates the following:
- Experience performing tasks listed in Section 1.2.1 of the RFP.

Limit: One project per page.

- **5.2.3.13** Describe in detail, work that the responding firm has directly performed on a maximum of four (4) projects that shows:
- A demonstrated ability to implement signage needs of a municipality or special district.
- A demonstrated ability to meet project deadlines, major milestone, and overall project schedule.

Limit: One page per project.

- **5.2.3.14** Provide a matrix referencing work performed relative to projects listed indicating key personnel responsible for performance and the extent of their involvement in the project. Differentiate which work was performed by subcontractor/sub-consultant, if subcontractor/sub-consultant are proposed.
- **5.2.3.15** An organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFP and illustrating the lines of

authority and designate the individual responsible for the completion of each service component and deliverable of the RFP.

- **5.2.3.16** A narrative description of the proposed project team, its members and organizational structure; identify the primary contact person who will lead the day-to-day work effort and serve as the primary contact to the District on a day-to-day basis.
- **5.2.3.17** A personnel roster and resumes of key people who shall be assigned by the responding firm and its subcontractors/sub-consultants who will be performing duties or services under the contract. Resumes shall detail each individual's title, education, current position with the responding firm or subcontractor/sub-consultant. Identify the duration of employment with the responding firm and other firms for each person listed. Describe the relevant experience and education, professional licenses, and demonstrated accomplishments of these key staff members.

**5.2.3.18** Proposals shall include a list of proposed staffing levels intended to service this contract. Failure of the responding firm to provide agreed upon equipment inventories and staffing levels, adjusted proportionally to growth over the term of the agreement, shall constitute material breach by the responding firm.

**5.2.4 Technical Project Approach.** Describe the operational or organizational approach to fulfilling the scope of work/ contract intent

Responding firm must provide a comprehensive narrative on how to accomplish required objectives and provide continuity on work efforts.

#### SECTION 6: COST PROPOSAL

#### 6.1 <u>A Cost Proposal (Exhibit A) Must be Submitted in a Separately Sealed Envelope.</u>

**6.1.1** The responding firm shall provide the following information to allow for the review of the hourly rates for the proposed services:

**6.1.1.1** Provide a Schedule of Values for the responding firm and proposed subcontractors/sub-consultants, including rates for each service.

**6.1.1.2** It is the District's intent to negotiate a fixed fee "not to exceed" contract for mutually agreed upon services. The selected firm will bill separately for the contracted services based on a schedule of values of tasks performed or on a time and materials basis for extra work not to exceed the negotiated fee for each specific unit of work.

## SECTION 7: EVALUATION, CONSULTANT SELECTION, AND CONTRACT AWARD

#### 7.1 Proposal Evaluation Categories and Maximum Points

The categories that shall be considered in the evaluation of proposals are Bid Cost and Technical Project Approach determined by a final interview comprised of the district "signage committee". The maximum points that shall be awarded for each of these categories are:

CATEGORIES	MAXIMUM POINTS POSSIBLE
Bid Amount	60
Technical Project Approach (Final interview)	40

#### 7.2 Proposal Evaluation Process

**7.2.1** The evaluation process is designed to award the procurement to the responding firm with the best combination of attributes based upon the evaluation criteria listed in Section 7.1.

**7.2.2** The RFP Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records. The evaluation team members shall be responsible for evaluating proposals.

**7.2.3** All proposals shall be reviewed by the RFP Coordinator to determine compliance with basic proposal requirements as specified in this RFP.

**7.2.4** The evaluation team shall evaluate responsive proposals. Each evaluator shall score the General Responding Firm's Technical Project Approach section of each proposal. The evaluation scoring shall use the pre-established evaluation criteria and weights set out in this RFP. Each evaluator shall use only whole numbers for scoring proposal.

**7.2.5** The District reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all responding firms. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the District and, if held, shall be after initial evaluation of the proposal. If clarifications are made as a result of such discussion, the responding firm shall put such clarifications in writing.

**7.2.6** Upon completion of proposal evaluation scoring by the evaluation team, the RFP Coordinator shall calculate the average proposal score for each proposal.

**7.2.7** The Qualified firms will be interviewed and rated. The District reserves the right, at its sole discretion, to request interviews. The interviews will be limited to an hour. Interviews will consist of oral panel questions and company presentations. Time slots for the interviews will be assigned by District staff. Consideration will be given to firms with significant driving time requirements. The interviews will be held at the District Office located at 3344 Mission Avenue Carmichael, CA 95608.

The interview should be led by the individual identified by the responding firm who will be the primary contact with the District on a day-to-day basis and if possible, members of the proposed team.

**7.2.8** The District reserves the right to select a qualified firm offering the best value to the District, based on that firm's overall qualifications and cost proposal. The selected firm may not necessarily be the firm with the lowest cost proposal.

#### 7.3 Contract Award Process

**7.3.1** The District may invite the selected firm to participate in contract negotiations with the District, as the need arises.

**7.3.2** If a firm fails to sign and return the contract drawn pursuant to this RFP and final contract negotiations within seven (7) working days of its delivery to the firm, the District may determine, at its sole discretion, that the firm is nonresponsive to the terms of this RFP.

**7.3.3** If the District determines that the firm is nonresponsive, the District reserves the right to negotiate with the next highest-ranked selected firm(s).

**7.3.4** The RFP files shall be made available for public inspection immediately following contract approval or rejection of all proposals.

### SECTION 8: STANDARD CONTRACT INFORMATION

#### 8.1 <u>Contract Approval</u>

The RFP and the consultant selection processes do <u>not</u> obligate the District and do <u>not</u> create rights, interests, or claims of entitlement in the apparent best evaluated responding firm or any potential consultant or sub-consultant. Contract award and District obligations pursuant thereto shall commence <u>only</u> after the contract is signed by the authorized representative of the selected firm(s) and the District.

#### 8.2 <u>Contract Payments</u>

Contract payments shall be made in accordance with the Payment Terms and Conditions provision of the final contract. No payment shall be made until the contract is approved. Under no conditions shall the District be liable for payment of any type associated with the contract or responsible for any work done by the consultant, even work done in good faith and even if the consultant is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval by District Advisory Board.

#### 8.3 RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal emanating from the RFP negotiation process shall be incorporated into the final contract.

#### 8.4 Contract Monitoring

The selected firm(s) shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the District. The District may employ

all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the District may inspect those areas of the selected firm's place of business that are related to the performance of the contract. If the District requires such an inspection, the selected firm(s) shall provide reasonable access and assistance.

# 8.5 Contract Amendment

During the course of this contract, the District may request the selected firm(s) to perform additional work for which the selected firm(s) would be compensated. That work shall be within the general scope of this RFP. In such instances, the District shall provide the selected firm(s) a written description of the additional work, and the selected firm(s) shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the selected firm's fee schedule to this RFP or a lump sum fixed fee that is mutually agreeable to the District and the selected firm(s), whichever is lowest. If the District and the selected firm(s) reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment.

# **SECTION 9: SPECIFICATIONS**

### 9.1 <u>Specifications</u>

The Mission Oaks Recreation & Park District ("the District"), is seeking the services of qualified firm for the implementation of a comprehensive Signage package. See Below:

### Comprehensive Signage Package

The project shall consist of all signage to be remove, installed and/or replaced at Ashton Park as identified in:

#### Appendix A: Signage locations

The purpose of the standards is to serve as a framework to implement an attractive signage system throughout the District that facilitates wayfinding and identifies facilities and parks for visitors and residents. The goal of the finished project is to implement a comprehensive and well-coordinated wayfinding and interpretive signage system that makes the District more customer and visitor friendly, promotes the District brand and provides consistency among the District's many partners and projects.

# 9.2 District Locations

- Swanston Community Park
- Oak Meadow Park
- Ashton Park
- Valley Oak Park
- Shelfield Park
- Maddox Park
- Windmere Park

- Orville Wright Park
- Hazelwood Greens
- Eastern Oak Park
- Mission North Park
- Gibbons Community Park
- Cowan Park
- Sierra Oaks school
- Firehouse maintenance shop

#### SECTION 10: WRITTEN WORK PLAN

Proposals shall all include a written work plan, per the instructions included.

#### **10.1 Additional Requirements**

#### SECTION 11 PROPOSAL FORM

PROPOSAL TO:

MISSION OAKS RECREATION AND PARK DISTRICT

FOR THE SERVICES OF:

Implement a comprehensive park signage and wayfinding plan

Company Name:	
Business Address:	 
Contact Name:	 
Phone No.	 
Contact Email:	 

TO THE GOVERNING BODY OF THE

MISSION OAKS RECREATION AND PARK DISTRICT

The undersigned contractor, being fully familiar with the terms of the Contract Documents, local conditions affecting the performance of the contract, the character, quality, quantities, and scope of the work, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the contract, including all of its component parts and everything required to be performed, and to furnish any and all of the labor, material, tools, equipment, transportation, services, permits, utilities, and all other items necessary to perform the contract and complete in a workmanlike manner, all of the work required in connection with the construction of said

work all in strict conformity with the plans and specifications and other contract documents, including Addenda set forth for the prices hereinafter set forth as follows:

ADDENDA NO.	DATE ISSUED

The undersigned as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the MORPD in the form set forth in the Contract Documents and that he will accept in full payment thereof the following prices, to wit:

#### PROPOSAL FORM MISSION OAKS RECREATION AND PARK DISTRICT FOR

#### Implement a comprehensive park signage plan

<u>Services</u>	costs
Removal of existing signage	\$
Fabrication of new signage	\$
Installation of new signage	\$
TOTAL COST	\$

Bidder's Signature:	Date:
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**\*Removal of existing signage:** Visit district parks and facilities to catalog existing signage and asses needs for removing all signage called out in the Districts signage plan.

**\*Fabrication of new signage:** Create and/or construct signage in compliance of the design and materials called out for in the Signage plan (Section 9 of this RFP).

\*Installation of new signage: Install all new signage in compliance of the Districts signage plan (Section 9 of this RFP).

#### PROPOSAL FORM MISSION OAKS RECREATION AND PARK DISTRICT FOR

#### Implement comprehensive sign package

UNSCHEDULED WORK	UNIT	AMOUNT PER UNIT
Project Manager	Hour	
Lead worker	Hour	
Laborer	Hour	
Manufacturer	Hour	
Planner	Hour	
General administration	Hour	

Bidder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### MISSION OAKS RECREATION AND PARK DISTRICT

The names of all persons interested in the foregoing proposals as principals are as follows: (NOTICE - If bidder or other interested person is a corporation, state legal name of corporation, and the president, secretary, treasurer, and manager thereof; if a general partnership, state true name of firm, and the names of all individual partners composing firm; if a limited partnership, the names of all general partners and limited partners; if bidder or other interested person is an individual, state first and last names in full; if the bidder is a joint venture, state the complete name of each venturer).

Bidder hereby submits the following list of contact names and phone numbers for three (3) or more agencies for whom the Bidder has constructed similar projects.

Bidder hereby confirms that it has all licenses and permits required by federal, state, and local statutes, regulations, and ordinances. The following are the CONTRACTOR'S applicable license numbers (add pages if needed):

CONTRACTOR's License No.	Expiration Date

Pursuant to the requirements of California Business and Professions Code Section 7028.15(e), a bid submitted to the MORPD by a CONTRACTOR who is not licensed pursuant to Chapter 9 of Division 3 of the Business and Professions Code shall be considered nonresponsive and shall be rejected as provided for by law.

Signature of Bidder:	
Printed Name:	
Title:	
Company:	

Dated: \_\_\_\_\_, 2024.

<u>NOTE</u>: If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation and the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; if the bidder is an individual, his signature shall be placed above; if the bidder is a joint venture, the name of the signature of an authorized representative of each venturer.

#### **NON-COLLUSION DECLARATION**

The undersigned declares:

I am the	0	f	, the party making the
foregoing bid.	_		

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_\_, [date] at \_\_\_\_\_\_, [City] \_\_\_\_\_\_. [State]

[Signature of Bidder]