



REQUEST FOR PROPOSALS
for
Brookshire Pool
PVC Membrane Lining System
& RecDeck PVC Recreation Flooring

Issued by:
City of Kingsville - Engineering Department
400 W. King Ave
Kingsville, TX 78363

Sealed Request for Proposals (RFP) addressed to Mr. David Mason, Director of Purchasing and Technology, City of Kingsville will be received on **Tuesday, January 10, 2017** until **1:30 p.m.**, at the City of Kingsville City Hall (2nd Floor) located at 400 W. King Avenue, Kingsville, TX. RFP's must be in the City of Kingsville's possession on or before the aforementioned date and time (no late submissions will be accepted).

**BROOKSHIRE POOL LINING SYSTEM
& RecDeck PVC RECREATION FLOORING**

RFP's received past the aforementioned deadline will not be considered. The City will evaluate RFP's and make a selection based on the firm's technical ability, experience, and ability to perform the work. The City will not provide compensation or defray any costs incurred by any firm related to the response to this request. The City reserves the right to negotiate with any and all persons or companies. The City also reserves the right to reject any or all RFP's, or to accept any deemed most advantageous, or to waive any irregularities or informalities in the RFP's received, and to revise the process schedule as circumstances arise.

A non-mandatory Pre-Submittal Conference will be held **Tuesday, January 3, 2017** at **3:30 p.m.** at the Kingsville City Hall (400 W. King Avenue) in the 1st Floor Community Room. All prospective respondents are encouraged to attend.

Submittals must be clearly marked: **RFP 17-08 Brookshire Pool Lining System & RecDeck PVC Recreation Flooring**

Submitted to: David Mason
Director of Purchasing
City of Kingsville
400 W. King Avenue
Kingsville, TX 78363

**CITY OF KINGSVILLE
INSTRUCTIONS TO RESPONDENTS**

I. DEVIATION FROM SPECIFICATION/ REQUIREMENTS

Please read the requirements thoroughly and be sure that your response complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point-by-point basis, attached to and made a part of the RFP. If no exceptions are noted, and you are the successful respondent, the City of Kingsville will require that the service(s) be provided as specified.

II. PURPOSE

The purpose of these specifications/requirements and RFP documents are to award a Service Agreement for:

**SWIMMING POOL LINING SYSTEM
& RecDeck PVC RECREATION FLOORING**

III. INTENT

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

IV. SUBMITTAL OF RFP

RFP shall be submitted in a sealed envelope as referenced on the attached solicitation. One (1) signed original marked “**ORIGINAL**”, **three (3)** complete sets marked “**COPY 1**”, “**COPY 2**”, etc. RFP **WILL** be accepted in person or by United States Mail. RFP **WILL NOT** be accepted via oral communication, telephone, electronic mail, telegraphic transmission, or facsimile transmission. RFP may be withdrawn prior to the above scheduled time set for closing. Alterations made before RFP closing must be initiated by respondents guaranteeing authenticity. Submittal of a response to this RFP constitutes an offer by the respondent. Once submitted, the RFP becomes the property of the City of Kingsville and as such the City reserves the right to use any ideas contained in any response regardless of whether that respondent/firm is selected. Submission of a proposal in response to this solicitation, by any respondent, shall indicate that the respondent(s) has accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent. RFP which do not comply with these requirements may be rejected at the option of the City. RFP must be filed with the City of Kingsville before the deadline day and hour. No late RFP will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualifying a proposal.

Address Delivery: David Mason
Director of Purchasing
City of Kingsville
400 W. King Ave.
Kingsville, Texas 78363

V. ASSIGNMENT

Respondents are advised that the City of Kingsville shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the Director of Purchasing and Technology of the City of Kingsville.

VI. PREPARATION OF RFP

Responses **MUST** give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your submittal. The person signing the response must show title or **AUTHORITY TO BIND 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 submittal. A corporation shall execute the submittal 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 business addresses of all partners. All partners shall execute the submittal. Partnership and Individual Respondent/Bidder shall state in the submittal 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. Any costs associated with assembling this submittal will be at the sole expense of the respondent.

VII. TIME ALLOWED FOR ACTION TAKEN

The City of Kingsville may hold RFP responses 120 days after submittal deadline without taking action. Respondents are required to hold their proposals firm for same period of time.

VIII. RIGHT TO REJECT/ AWARD

The City of Kingsville reserves the right to reject any or all RFPs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best value and most advantageous to the City of Kingsville.

IX. AWARD

Award shall be made to the respondent whose proposal, in the opinion of the City of Kingsville, is the most advantageous to the City and can provide the best service and value for the City.

X. ALTERATIONS/AMENDMENTS TO RFP

Request for Proposals **CANNOT** be altered or amended after the opening deadline. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without reasonable exception in writing and only after approval by the City of Kingsville.

XI. LIST OF EXCEPTIONS

The respondent shall attach to the RFP a list of any exceptions to the specifications/requirements, on a point-by-point basis.

XII. INTERPRETATIONS

Any questions concerning the requirements or scope of work with regards to this solicitation for Request for Proposals shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this solicitation for Request for Proposals, shall be furnished in writing to all prospective respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Kingsville in accordance with paragraph entitled “**Addenda and Modifications**”.

XIII. SYNONYM

Where in this proposal, RFP for SERVICES is used; its meaning shall refer to:

**BROOKSHIRE POOL LINING SYSTEM
& RecDeck PVC RECREATION FLOORING
RFP# 17-08**

A. Background

The City of Kingsville, Texas serves a population of approximately 26,312, including many young families and residents with active life styles. The City has a great desire to provide quality parks and recreation programs to its residents.

Additionally, the City’s Parks and Recreation Department strives to achieve the following goals:

- Provide a diverse and evenly distributed blend of parks, recreation, and open space areas to accommodate the current and future needs of Kingsville residents.
- Encourage the conservation of natural resources through the acquisition of parks and recreation areas, preservation of open space, and environmentally sensitive planning.
- Encourage and promote a variety of recreational opportunities including cultural activities, community activities and special events to enhance recreation and education opportunities for residents and tourists.

In line with the above-listed goals, the City seeks installation of a PVC membrane swimming pool lining system at the City’s Brookshire Park #2 Pool.

B. Specifications

PART 1 GENERAL

1.1

The following base bid is for a US manufactured, 60 mil thick 81” wide, reinforced textured PVC Pool renovation membrane. The specified product system consists of a 60 mil thick membrane with enhancements designed for maximal product durability and ease of maintenance over time as listed below; a sealed encapsulated machine edge, a wick proof polyester scrim reinforcement, including special additives designed to provide maximal UV and chlorine fade resistance, and with a factory applied acrylic anti-soiling stain guard topcoat. This specification is presented to establish a minimum level of material quality and to define the installation technique, material quality and experience levels required to perform the required work and is not designed to restrict in any way equal competitive bids. It is assumed that all products bid will be in literal compliance with the product and installation specifications provided herein. It is the purchasing department’s intention to consider any other alternate systems including materials; manufactured in other countries, of

narrower manufacture, made without stain guard coatings, made without wick proof scrim, and manufactured employing standard dyes and materials w/o special UV and Chlorine fade resistance, proven in renovating commercial pool facilities only on a deductive alternate basis. Bidders are required to bid the specified system as their base bid and to provide alternate material systems as a deductive alternate to the base bid.

1.1A

See attachment for RecDeck PVC Recreation Flooring Product Data, Features and Application Information.

1.2

The individual components and installation criteria described below consists of a complete polyester scrim reinforced PVC membrane lining to be installed in accordance with these specifications and drawings. Material rolls of reinforced PVC membrane shall be custom fit and fuse welded together using Leister hot air hand welders and machine welders (or approved equal). Termination of the PVC system shall occur as shown on the project drawings. Upon completion, the pool lining system shall provide a waterproof lining of the existing pool over the poly felt complete with all necessary hardware, fittings, attachments, flanges, gaskets and all appropriate pool markings as required by applicable state pool codes. All existing pool markings inside the liner zone shall be replaced with full markings in accordance with state code.

1.3

NOTE: PRIOR APPROVAL OF A SPECIFIC PVC MATERIAL DOES NOT ALLOW THE INSTALLING CONTRACTOR TO DEVIATE IN ANY MANNER FROM THE SPECIFIED INSTALLATION METHODS AS OUTLINED IN THESE SPECIFICATIONS NOR DOES IT CONSTITUTE ACCEPTANCE OF ANY DEVIATION FROM THIS LEVEL OF QUALITY, OR WARRANTY REQUIREMENTS.

1.02 SUBMITTALS

- A.) Shop Drawings: Show fabrication and connection details for all connections to existing pool structure.
- B.) Provide standard catalogue sheets and installation instructions for each item specified.
- C.) Provide 2' x 2' samples of PVC Membrane for chemical and UV testing purposes if required, 10.5 oz felt, PVC coated Stainless Steel, countersunk fastener to be employed at flanges, and marking samples and a 1' x 1' sample of the adhesive attaching the PVC to the Felt under layer. Also supply 4 - 2" x 2" PVC to felt samples for water testing of adhesive bond. Adhesive must hold felt to PVC to felt after a 24 hour water immersion test.
- D.) Provide written documentation of project foreman certification.
- E.) Contract Closeout Submittals:
 - 1) Provide Care & Maintenance Guide.
 - 2) Provide copy of the supplier's 10-year PVC material warranty. Warranty should completely cover the material against leakage, delaminating, bubbling, pitting, shearing, tearing, cracking or crazing or any material workmanship or defects. The warranty must include the above plus include a 10-year weld warranty on all PVC welding including targets, racing lanes and markings. In the event of failure of the lining system the bidder shall repair or replace the damaged section.

1.03 QUALITY ASSURANCE

- A.) Pool material supplier and the actual pool membrane manufacturer shall have both been engaged in the manufacture of PVC membranes for use in Swimming Pools for a minimum of Ten Years. Manufacturer shall employ only 100% virgin vinyl throughout the manufacturing process. All PVC membrane components shall be from the same manufacturer to assure compatibility of components

and weld ability over time. Products manufactured using recycled materials shall not be allowed.

B.) Contractor must demonstrate a minimum of 10 pools of similar size installed by its staff-utilizing site built PVC reinforced PVC membrane materials.

C.) The foreman provided by the installer shall be certified competent in installing PVC membrane materials by the membrane supplier and shall have a minimum of two years in experience welding PVC membranes for pool applications.

D.) Pre-award material chlorine testing. A 2' x 2' sample of the actual material to be employed on the subject project shall be provided for the purpose of testing prior to project award. Sample shall be subjected to a 24-hour chemical resistance test simulating extreme exposure to 100% powdered tri-chlor chlorine. A small 3" x 3" sample of all products submitted in accordance with these bid instructions shall be placed in a shallow plastic container with water and a ½ teaspoon of 100% tri-chlor in powder form shall be applied to the surface of each material and left undisturbed for a period of 48 hours. Fading, material condition and durability of the samples shall be evaluated by the owner and shall be used in final evaluations. A sample of actual materials employed on the project may also be tested to confirm the material quality of products actually employed.

E.) Bidders shall initial each item, and execute and return with the bid, the enclosed PVC liner bidder certification and representation sheet. Failure to include this sheet properly executed shall invalidate the bid.

1.04 DELIVERY, STORAGE AND HANDLING

All materials required for the completion of this project shall be delivered to the project site in a manner designed to prevent damage. No hooks or forks shall be used for unloading. The contractor shall perform unloading of all materials. Materials shall be stored in a flat, dry area in a manner that will not damage them. All materials provided are to be new and in unopened packaging.

1.05 PROJECT SITE CONDITIONS

The contractor (to a level in accordance with the supplier's requirements) shall prepare project site. All burrs and rough edges shall be ground smooth or covered, pits and voids shall be filled with a vinyl or epoxy concrete patch compound. All working cracks, expansion joints or voids shall be isolated from the 10.5 oz poly felt layer above by the installation of rigid stainless steel or plastic strips. All oil and tar must be removed from the pool or covered with appropriate isolation materials.

1.06 WARRANTY

The flexible PVC membrane and PVC recreation flooring system shall be warranted by the supplier for workmanship, materials, and shall be specifically warranted to not delaminate, pit, crack, require additional sealing, tear, or become structurally unsuitable for its intended purpose for a period of 10 (ten) years. Additionally, the contractor shall warrant against delaminating at all heat welds at seams and racing lanes for a period of 10 (ten) years. In the event the material should become unusable during this period, the manufacturer and installer agree to repair or replace the defective sections. All other products such as fasteners, caulk, fittings, etc... shall carry a one (1) year warranty.

PART II PRODUCTS

2.01 MANUFACTURERS

The material manufacturer shall have been engaged in the formulation and manufacture of reinforced PVC membranes for use in commercial pools for greater than 10 years.

2.02 MATERIALS

All individual components utilized to renovate the project pool shall be completely compatible with the pool environment and shall be supplied by one supplier as a system to assure compatibility and to assure a single source of responsibility. All PVC membrane components shall be from the same manufacturer to assure identical formulations, weld compatibility, and to ascertain identical product molecular weights. An approximately **2 micron** coating of stain guard acrylic top coating shall be factory applied as a topcoat to reduce soiling in the field and to make the liner easier to clean. Material shall possess an embossed standard slip resistance throughout the pool to provide slip resistance to pool bathers or as required by the owner, and an extra aggressive slip-resistant material on steps, gutters and at zero depth entry areas up to 2’ deep. Material Specifications shall be provided meeting or exceeding the following Physical Properties of the specified system.

RenoSys Endura Series PVC Pool Membrane Typical Material Properties

Description: Polyester reinforced PVC membrane Pool Renovation Membrane System. The PVC membrane is available in two, easy to clean textures. 10-year warranty.

Compound: Maximal UV resistance, chlorine impervious PVC compounded for the pool environment. Product shall be compounded with permanent dyes, permanent plasticizers, UV inhibitors, and antifungal agents and 2 micron acrylic soil resistant top coating.

Reinforcement: Non-wicking Polyester scrim fabric 1000 Denier yarn 9X9 per inch count.

Ref #: #Ripple/8125m60 pool membrane (Endura Series)

Property		Machine Direction Transverse Direction	Test Method	Result
Thickness				60 mil.
Break Strength	@ Yield (lbs in)	MD	ASTM D638	181
	@ Yield (lbs in)	TD		161
	@ Break (lbs in)	MD		117
	@ Break (lbs in)	TD		85
	@ Yield (lbs in)	MD	ASTM D751	418
	@ Yield (lbs in)	TD		328
	@ Break (lbs in)	MD		375
	@ Break (lbs in)	TD		345
Tear Resistance	(lbs)	MD	ASTM D1004	25.0
		TD		26.7
Cold Flex Resistance	1/8” Mandrel		ASTM D2136	Pass -50° C
% Dim. Stability	(1 hr 100 Deg. C)	MD	ASTM D1004	-0.6%
		TD		+0.2%

Specific Gravity		ASTM D752	1.235
Water Resistance	% wt. change	ASTM D570	+0.5%
Puncture Resistance	(lbs)	ASTM D4833	123
Delamination Resistance	(lbs. in)	MD	12.0
UV Resistance	(% retained after exposure)	ASTM D4355	100

Testing Agency: *ASTM - American Society for Testing and Materials*

Test Method Definitions: *MD - Machine Direction; TD - Transverse Direction*

2.03 SYSTEM COMPONENTS

A.) Pool lining membrane shall be rolls of flexible 81” wide, x 25 meters long x 60 mil thick 100% virgin PVC material fully UV and chlorine stabilized with a stain and soiling protective acrylic coating, reinforced with a wick proof scrim.

Reinforcing scrim shall consist of a tightly woven polyester 9 x 9 thread spacing per inch, 1,000 denier thread for tear and puncture resistance. To prevent material delamination due to freezing conditions, this scrim shall be offset approximately ¼” from the edge and shall be fully machine edge encapsulated. The scrim shall be kept from contacting the pool water along the machine edge of the material to prevent moisture seeping between the layers. The material colors shall be as selected by the owner. Color of walls and floor shall be either light blue, Caribbean blue or white as selected by the owner. An acrylic stain guard anti soiling coating shall be a factory applied. The 2 micron thick acrylic top coating is designed to make surface cleaning easier, extend the life of the material and to minimize soiling. The material shall be applied with the nonskid/textured side out as required by the owner in the floor area and on all gutter and step areas to provide slip resistance. All welds shall be accomplished employing hot air welding. No solvent welding of PVC materials shall be allowed on this project. No double stick Mylar or other tapes are permitted under the liner on this project. Seams shall be tacked, a continuous air entrapment weld shall be applied continuous on all welds, and then a minimum 3/4" wide final weld shall be installed. No burning of the material shall be permitted.

B.) Racing lanes, targets and marking strips shall be provided by the supplier and colored black on the textured side and blue or white on the reverse side to prevent black bleeding along the weld zone. All markings shall be as per local pool code requirements.

C.) An anti-microbial product fully compatible with the PVC membrane shall be sprayed or rolled on under the felt material to discourage microbial growth under the system.

D.) Adhesives that are not weakened when exposed to water immersion and that are fully compatible and suitable for bonding to the PVC material and the felt layer shall be provided that are designed to chemically bond to the PVC material and to fully attach the Geotextile fabric to the pool walls (and floor where required). **NOTE: ALL WALLS AND DIVE HOPPER AND THREE FOOT OF PERIMETER SHALL BE ADHERED OVER POLY FELT.** All poly felt is to be bonded to the pool. Additionally all PVC material employed on all pool walls and in dive hoppers shall be fully adhered as a condition of these specifications. Any adhesives that are water-soluble shall not be allowed under the scope of these bid documents to prevent the Geotextile fabric from shifting under the membrane. PVC adhesive shall be further designed to be resistant to Plasticizer migration. Adhesive on project shall be water impermeable RenoBond or Nordot 34 only. It is the intention of the owner to have the contractor provide a project where the PVC is fully adhered to the felt on all walls and in the dive hopper area as well as around the pool floor perimeter. No tacking

- of the PVC wall and floor sections to PVC metal strips is intended under this base bid specification. Alternate non-adhered systems may only be bid as a deductive alternate to the base bid.
- E.) An under layer of 10.5 oz felt shall be installed fully adhered with the appropriate adhesive throughout the entire pool.
 - F.) PVC coated Stainless Steel or aluminum metal shall be installed where detailed or as required to make for a satisfactory installation. Galvanized PVC coated steel shall not be acceptable for use on this project.
 - G.) Trim away poly felt and compress liner around perimeter as detailed in the accompanying installation details.
 - H.) Flanges at all penetrations shall be constructed of Type I Exterior grade Hard PVC Sheet and CNC custom fabricated, radius, and drilled as required for use at all membrane penetrations. Flanges will be custom fabricated to fit as close to existing pool fittings as is practical and possible based on substrate conditions around penetrations. All bolts used to fasten any compression bar shall be countersunk to allow for a flush installation. All metal fasteners employed shall be of 18-8 stainless steel.
 - I.) 4" to 6" wide plastic or stainless steel 25 gauge plate shall be installed over all active expansion joints and working cracks. Galvanized steel shall not be acceptable.
 - J.) Caulking shall be installed where required by installation details, and shall be Novagard underwater grade caulk or prior approved equal. Caulking shall only be used at pool penetrations and terminations and shall not be employed for joining seams.
 - K.) Membrane supplier shall provide complete care instructions, PVC underwater patch kit, warranty certificate and scrap patch material as might be required. Owner's agent is also to be trained in the proper method of repairing the membrane underwater as a part of this installation.

PART III EXECUTION

3.01 EXAMINATION

Installation crew shall inspect the pool surface at the beginning of the project and shall advise owner as soon as practicable of any existing conditions which might affect the satisfactory installation of the pool membrane lining product.

3.02 PREPARATION

The pool shall be prepared for the installation of the membrane in accordance with the supplier's technical data and these specifications.

3.03 INSTALLATION AND APPLICATIONS

- A.) Installation shall be performed by installers certified competent by the supplier whose experience is fully in compliance with the terms of these specifications. The PVC membrane installation shall be completely supported by the structural walls in all respects. The material shall be completely supported by structural walls at all corners and wall/floor junctures before the pool is filled. Due to the inordinate stress induced at seams, and fittings by water pressure stretch fitting- in no case shall gaps, voids or spaces be allowed behind the membrane before water is added.
- B.) The installation procedures employed in the execution of this project are to be fully in accordance with the supplier recommendations and current Technical Data. If any terms or conditions of this contract contradict recommended procedures of the manufacturer or supplier, work will be performed in accordance with manufacturers and supplier requirements however written notice of any variances from these specifications must be provided to the project architect in advance of any actual work performed in the field.
- C.) Work is to be performed as follows:

- a) Prepare pool surface as per specifications and suppliers recommendations.
- b) Span any cracks or voids with Stainless Steel sheet 25 ga. or 1/16th inch hard plastic plate and pin in place with appropriate fasteners.
- c) Apply sanitizing agent.
- d) Apply adhesive to pool walls and floors where required and attach 10.5 oz poly felt to all walls and floor. Trim away excess at compression fittings.
- e) Apply poly felt material throughout pool with *water insoluble adhesives*.
- f) Install non corrosive coated PVC Steel where required.
- g) Apply PVC membrane to pool as detailed in the plans and overlap weld (allowing a 2" overlap) with a minimum 3/4" wide final weld. All hand welding is to be performed with a Leister hot air welder. No Solvent welding, glue welding or THF Swell agent welding is permitted on this project. No voids at wall/floor junctures shall be permitted in this installation. No double stick tapes are permitted.
- h) Provide PVC markings, targets, racing lanes, logo etc. as required and directed by plans and code. End Targets shall be fully bonded to the wall.
- i) Attach Compression flanges and gaskets as shown on the drawings or in accordance with supplier's recommendations. Bolt spacing shall not be greater than 3" O.C. All fastener heads shall be countersunk.
- j) Prime and caulk the perimeter termination and wherever else required to make for a suitable and proper watertight fitting.
- k) Inspect all seams in the pool with a roofing probe to ascertain that there are no false welds, pinholes or missed areas. Seal all seam edges with edge sealant if required in installation bulletins.
- l) Broom clean pool and surrounding deck area. Remove any marks or dirty spots. Remove all trash and debris to the owners dumpster.
- m) Provide a service and care session of approximately one hour with the owners designated agent. Provide patch kit, care instructions in a written format, plus approximately 100 square feet of color matched scrap patch material.

DEDUCTIVE ALTERNATE BIDS

Alternate 60 mil reinforced PVC membrane systems with factory imbedded reinforcement that are proven to be successful at renovating commercial swimming facilities will be considered by the purchasing department only as a deductive alternate to the base bid. To be considered, alternate systems must provide in advance of the bid for approval by the owners representatives complete plans, installation details, a full and complete users list of clients currently warranted in the US including all phone numbers and contact people, product specifications, installation crew qualification statements listing all completed projects, catalogue cut sheets, 8x 10 inch samples of all components to be employed in the proposed alternate bid. Systems will only be considered that have a proven track record of at least 20 satisfactory installations in use in the United States that are being warranted by the supplying company for a minimum of three years. Systems that have any failed installations or more than five unsatisfactory installations may not be considered. Alternate proposals shall additionally provide a full and complete written listing of any and all proposed variances from these base bid specifications as a part of this alternate deductive bid. Contractors are required to bid in accordance with the above base bid and show any alternate systems proposed as a deduct to the base bid.

PVC Liner Bidder Certifications

In bidding this project as required in the bid documents we hereby certify the following by initialing the item and signing below. Failure to include this form signed will invalidate the bid.

___ 1) we hereby certify that our material meets or exceeds all aspects of the written project specifications. We have provided a 2' x 2' actual sample of the exact material we intend to employ and agree to allow it to be independently tested to verify compliance.

___ 2) we certify that our material employs a non-wicking coating on all internal fibers.

___ 3) we certify that the product we have provided has an acrylic stain reducing topcoating factory applied.

___ 4) we certify that we will fully adhere the felt to the pool employing a thinner based non water soluble adhesive, and that we will adhere the PVC to the felt on all walls, perimeters and sloped areas of the pool.

___ 5) we certify that we have provided a full and complete listing of all litigation initiated against us by any and all prior clients regardless of whether such legal matters have been resolved or not.

___ 6) by signing below, we hereby agree to allow the bidding agency to discuss warranty and service issues with any and all prior clients, architects and consultants and we formally release any and all of the above from. any non-disclosure or related agreements that might be construed to limit them from discussing past warranty and service problem resolution issues. This release is understood to apply to the bidding agency only.

XIV. ANTICIPATED TERM OF CONTRACT

The anticipated term for the proposed contract is 30 days after execution.

XV. EVALUATION PROCESS

After the RFP receipt deadline, an evaluation committee will review all submissions utilizing the evaluation criteria noted below.

XVI. EVALUATION CRITERIA

The following criteria and weight factors will generally be used to evaluate the RFP:

- Experience in providing services to the City of Kingsville or any other government entity and success ratio in performing this service. Include a list of work previously completed for the City. (0-20 points)
- Capability to perform all of the services required by this RFP, including personnel availability and current workload. (0-20 points)
- Key personnel professional background, certifications, and experience in providing the requested services. (0-20 points)
- Respondents past performance will be taken into consideration in the evaluation of the RFP submittal. (0-10 points)

- Cost will be considered in the initial ranking of offers and should include information concerning the offeror's requested fees and prices for fulfilling the RFP general conditions. (0-10 points)

XVII. SELECTION PROCESS

Based on the Evaluation Committee review, several firms may be short-listed, for further consideration, and may be required to submit supplemental information and/or an interview or presentation. The City reserves the right to reject all submissions.

XVIII. ADDITIONAL REQUIRED INFORMATION

The following items must be included as part of the RFP submittal:

I. Executive Summary

- List of local office(s) and resources
- Overview of services proposed

II. Description of Organization Personnel

- Specify the number of full-time employees

III. References

- Provide at least three (3) references (entities) for which you have provided like services. These references should include the name of the contact person, address, phone number, and other information you consider pertinent to this RFP.

XIX. CONTRACT AWARD

The City does not guarantee that a contract (or contracts) will be awarded as a result of the RFP. In the event that a contract award is made, but the contract is not executed, the City does not guarantee that the contract will be re-awarded.

XX. RESPONSE DEADLINE

Responses to the RFP must be addressed to David Mason, Purchasing Director, City of Kingsville, and received at 400 W King Avenue, Kingsville, Texas 78363, by **1:30 PM on Tuesday, January 10, 2017** for consideration. Please refer to section above ("Submittal of RFP") for specific submission requirements. RFP responses received after the published deadline will not be accepted or considered.

XXI. CLARIFICATION OF REQUIREMENTS

All requests for additional information or clarification concerning this RFP must be submitted **in writing** no later than **3:30 p.m. on Tuesday, January 3, 2017**.

XXII. REQUEST FOR PROPOSALS PREPARATION COSTS

Issuance of this RFP does not commit the City of Kingsville, in any way, to pay any costs incurred in the preparation and submission of an RFP. All costs related to the preparation and submission of this RFP shall be borne by the respondent.

XXIII. EQUAL EMPLOYMENT OPPORTUNITY

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

XXIV. ANTI-LOBBYING PROVISION

During the period between RFP submission date and the contract award, respondents, including their agents and representatives, shall not directly discuss or promote their RFP with any member of the Kingsville City Commission or City staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations. Violation of this provision shall result in the rejection of the respondent's RFP and disqualification from future consideration of a similar RFP.

XXV. INDEMNIFICATION CLAUSE

THE RESPONDENT HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS EMPLOYEES, AGENTS, OFFICERS AND SERVANTS FREE AND HARMLESS FROM ALL LOSSES, CLAIMS, LIENS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER INCLUDING, BUT NOT LIMITED TO, THE AMOUNTS OF JUDGMENTS, PENALTIES, INTERESTS, COURT COSTS, LEGAL FEES, AND ALL OTHER EXPENSES INCURRED BY THE CITY ARISING IN FAVOR OF ANY PARTY, INCLUDING CLAIMS, LIENS, DEBTS, PERSONAL INJURIES, INCLUDING EMPLOYEES OF THE CITY, DEATH OR DAMAGES TO PROPERTY (INCLUDING PROPERTY OF THE CITY) AND WITHOUT LIMITATION BY ENUMERATION, ALL OTHER CLAIMS OR DEMANDS OF EVERY CHARACTER OCCURRING OR IN ANY WAYS INCIDENT TO, IN CONNECTION WITH OR ARISING DIRECTLY OR INDIRECTLY OUT OF THIS CONTRACT. THE RESPONDENT AGREES TO INVESTIGATE, HANDLE, RESPOND TO, PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, DEMAND, OR SUIT AT THE SOLE EXPENSE OF THE RESPONDENT. IN ADDITION, THE RESPONDENT AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS EMPLOYEES, AGENTS, OFFICERS AND SERVANTS FREE AND HARMLESS FROM ALL LOSSES, CLAIMS, LIENS, DEMANDS AND CAUSES OF ACTION RELATING TO, FOR, OR ON ACCOUNT OF THE USE OF PATENTED APPLIANCES, PRODUCTS OR PROCESSES, AND THE RESPONDENT SHALL PAY ALL ROYALTIES AND CHARGES WHICH ARE LEGAL AND EQUITABLE. EVIDENCE OF SUCH PAYMENT OR SATISFACTION SHALL BE SUBMITTED UPON REQUEST OF THE DIRECTOR OF PURCHASING AND ASSET MANAGEMENT AS A NECESSARY REQUIREMENT IN CONNECTION WITH THE FINAL ESTIMATE FOR PAYMENT IN WHICH SUCH PATENTED APPLIANCE, PRODUCTS OR PROCESSES ARE USED. RESPONDENT ALSO AGREES TO BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO, EVEN IF THE CLAIM OR CLAIMS ALLEGED ARE GROUNDLESS, FALSE OR FRAUDULENT. THIS PROVISION IS NOT INTENDED TO CREATE ANY CAUSE OF ACTION IN FAVOR OF ANY THIRD PARTY AGAINST RESPONDENT OR THE CITY OR TO ENLARGE IN ANY WAY THE RESPONDENT'S LIABILITY BUT IS INTENDED SOLELY TO PROVIDE FOR INDEMNIFICATION OF THE CITY FROM LIABILITY FROM DAMAGES OR INJURIES TO THIRD PERSONS OR PROPERTY ARISING FROM RESPONDENT'S PERFORMANCE HEREUNDER.

XXVI. RESPONDENT'S EMPLOYEES

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of any awarded Service Contract shall be 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.

XXVII. HUB CERTIFICATION

State Certified HUB Vendor(s) are required to provide a copy of their certification, if they have not

previously done so. Fax information to the Purchasing Department at 361-595-8035.

XXVIII. 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.

XXIX. CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the respondent should be clearly annotated on the pages where confidential information is contained. The City cannot guarantee that it will not be required 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 confidential under Texas Law, or pursuant to a Court order.

XXX. RIGHT TO AUDIT

The City of Kingsville reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Kingsville, 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 Service 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 the overpayment shall be promptly reimbursed 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.

XXXI. 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 Kleberg County, Texas.

XXXII. 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 Kleberg County, Texas.

XXXIII. CONFLICT OF INTEREST

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 must 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. This questionnaire must be filed, by law, with the City Secretary of the City of Kingsville not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, 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 the Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

Additionally, Pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all

contracts with private business entities requiring approval by the Kingsville City Commission must be accompanied by a completed, executed, and notarized Certificate of Interested Parties, Form 1295. Form 1295 must be completed in accordance with TEC Rules (https://www.ethics.state.tx.us/rules/adopted_Nov_2015.html#Ch46) and Section 2252.908 of the Texas Government Code, as amended (<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm#2252.908>).

Vendor must include HB 1295 Form in this proposal submission.

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.

XXXIV. CONFIDENTIALITY OF INFORMATION AND SECURITY

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

XXXV. SUBSTITUTIONS/CANCELLATIONS OF QUALIFICATIONS

No substitutions or cancellations are permitted without written approval of City of Kingsville.

XXXVI. TIME ALLOWED FOR EXECUTION OF CONTRACT

Number of days required for the successful respondent to execute a contract for **SWIMMING POOL LINING SYSTEM** after receiving notification of award of contract shall be thirty (30) days.

XXXVII. PERSONNEL

The successful respondent shall ensure that the work being performed in response to an executed agreement shall be performed by competent and qualified personnel. Such personnel must be licensed or certified within the State of Texas.

XXXVIII. CONTRACT

Successful Bidder shall be required to execute a Service Agreement with the City, attached hereto as Exhibit "A".

THE CITY OF KINGSVILLE RESERVES THE RIGHT TO REFUSE AND REJECT ANY OR ALL RFP AND TO WAIVE ANY OR ALL FORMALITIES OR TECHNICALITIES, AND TO MAKE SUCH AWARDS OF CONTRACT AS MAY BE DEEMED TO BE THE BEST VALUE AND MOST ADVANTAGEOUS TO THE CITY OF KINGSVILLE.



RecDeckTM

PVC Recreation Flooring

Product Data, Features and Application Information

RecDeck is an incredibly durable, thick, slip resistant watertight flooring and deck covering system which, although designed and formulated for the demanding commercial aquatics industry can be used in nearly any sort of recreational flooring application. Manufactured from 100% virgin PVC with biocides and UV resistance formulated in, the RecDeck product is manufactured with a polyester felt backing melded in to the backside for increased strength and to provide secure adhesion to numerous substrates. Designers and end users can be comfortable knowing that the RecDeck system employs as it's installation concept the proven details and techniques developed for use with the RenoSys PVC Pool Shell. RecDeck can be contractor or owner installed over nearly any substrate and is affordably priced. RecDeck is a member of the ARS family of commercial pool products which include the:

RenoSys PVC Pool Shell, ToughDeck VC Flooring SoftSide Safety Padding, and DuraTech PVC Gutters and Grating.

RecDeck *Features:*

- ✓ **Durable** 85 mil thick overall RecDeck is warranted for ten years.
 - ✓ **Watertight** Adhered or optional welded seams make RecDeck completely watertight.
 - ✓ **Slip Resistant** The RecDeck material is designed to be slip resistant even when wet.
 - ✓ **Colorfast** As RecDeck wears, it maintains it's attractive color.
 - ✓ **Versatile** Nearly any recreational application is ideal for RecDeck.
 - ✓ **UV Stabilized** Maximum UV inhibitors are formulated in at manufacture.
 - ✓ **Algae and Fungal Resistant** Biocides are formulated into the material.
 - ✓ **Low Maintenance** RecDeck can be mopped, pressure washed or hose cleaned.
 - ✓ **Resilient** May even be installed over 1" to 4" foam in fall zones.
 - ✓ **Easy to install** Either our contractors or experiences owners can install.
-

RecDeck *Applications:*

- Pool Decks**
- Locker Room Flooring**
- Shower Room Flooring**
- Recreation Area Flooring**
- Aerobic Flooring (over padding)**
- Multi-Purpose Room Floors**
- Pool or Playground Safety Padding (Installed over foam)**
- Wading Pool Flooring**
- Marine Flooring**
- Rooftop Recreation Areas**

Distributed By: ARS, Inc.
2825 E. 55th Place
Indianapolis, IN 46220
800-783-7005

TECHNICAL DATA

Overall Thickness	85 mil
PVC Thickness	60mil
Roll Size	5' X 75'
Seams	Butt or overlap
Method of Installation	Adhered and Mechanically fastened.
Surface Texture	Slip Resistant
Warranty	10 Years
Color	Light Grey, Dark Gray, and Sand
Delivery	1 to 4 weeks

ORDERING INFORMATION

When ordering or requesting a quotation or design assistance simply call us at 800-783-7005. We will review your requirements and make installation recommendations. Please have available the square footage of the area you are considering covering. We will provide a proposal, installation shop drawings, and details for your proposal.

OPTIONS: Safety marking on floor. Foam padding under RecDeck for safety padding areas and under playground areas. Installation is available in most areas.

RecDeck[™]

PVC Recreational Flooring

Product Description, Application, and Technical Data Sheet

Product Description

The RecDeck PVC Flooring System is a flexible reinforced PVC material (85 mil thick overall) that is manufactured with a tufted type texture to resist slipping and yet still remain easy for maintenance staff to keep clean. The product installation is designed to be straightforward for owners to accomplish in house with a reasonably experienced individual in charge. Designed for areas where either shoe traffic or bare foot traffic is encountered on a commercial basis. RecDeck should provide many years of satisfactory service.

Material Specifications

RecDeck is a 60 mil thick PVC with an approximate 25 mil geotextile under layer that is factory bonded to the back side of the material. RecDeck is designed for either outdoor or indoor applications, and has integral texture, color fastness, algacide and ultraviolet inhibitors. Typical applications include pool decks, locker rooms, shower areas, recreation rooms, aerobic rooms (available with additional cushioning where desired), sports or gym flooring or watertight rooftop recreation areas. Roll size is 75' x 5'.

Installation Considerations

The RecDeck PVC Decking product is to be installed employing RecDeck PVC Adhesive and may be installed over any suitably prepared concrete, wood, or tile substrate. RecDeck can also go directly over many other flooring systems, paints and related flooring products without removal. (Call for compatibility.) Seams may either be lapped and welded or a butt seam may be achieved by welding RecDeck down over a 6" PVC seam backing strip. Perimeter edges are to be covered with a PVC cove base. Free edges are to be weld attached to RecDeck PVC coated Stainless or galvanized metal or covered with suitable PVC Cove base strips.

Product Limitations

Any flooring product must be designed with full consideration of proposed and possible uses. Any PVC flooring product such as RecDeck requires maintenance and cleaning in accordance with normal care instructions. For ocean side clients who experience regular problems with beach tar being tracked onto pool deck or flooring areas, RecDeck (or any vinyl based product) may stain from repeated or long exposure to tars tracked in on feet. RecDeck is NOT designed to withstand golf shoe applications, free weight applications, or other similar conditions (See ToughDeck sample for a suggested appropriate material) Normal pool safety rules and procedures limiting running and horse play should be enforced where RecDeck is used around any pool, or in any recreation or locker room or shower area. Aerobic specially padded applications may not be suitable for high heeled shoe use. Any flooring product is dependent upon a suitable underlayment substrate. Suitability for a particular purpose or application is the sole responsibility of the purchaser.