

**CITY OF PALM SPRINGS, CALIFORNIA  
CITY OF PALM SPRINGS REQUEST FOR QUOTATIONS NO. 2021-01  
FOR  
RUNWAY RUBBER REMOVAL FOR PALM SPRINGS INTERNATIONAL AIRPORT**

**DATE:** 10/01/2020

**REASON:** Request for Quotations for the following item(s): RUNWAY RUBBER REMOVAL FOR THE PALM SPRINGS INTERNATIONAL AIRPORT with a return **QUOTATION DUE UNTIL 3:00P.M. PST on OCTOBER 20, 2020.**

**TERMS AND CONDITIONS:** Return Quotations (faxed Bids acceptable) shall state all of the following information in order for the quote to be deemed responsive and considered in the Award: A full description of work to be performed by Contractor as more fully set forth in the following page including all-inclusive pricing and time for completion. Award, if any, shall be made to the lowest responsive and responsible Bidder based on the lowest unit price per square foot on the Cost Proposal at Page 5.

**BUSINESS LICENSE:** The successful bidder will be required to be licensed in accordance with the City of Palm Springs Business License Ordinance, Municipal Code Chapter 3.40 through 3.96, entitled "Business Tax". Awarded vendor must submit copy of City of Palm Springs Business license before work can begin.

**CALIFORNIA WAGE RATE REQUIREMENTS:** The Contractor shall pay the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California for the locality where the work is to be performed. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (via the Division of Labor Standards Enforcement) as further described in Article 5 of the Construction Contract (Mutual Obligations).

A copy of said wage rates is available on-line at: [www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm)  
The Contractor and any subcontractors shall pay not less than said specified rates and shall post a copy of said wage rates and other notices prescribed by regulation at the project site.

Pursuant to the City of Palm Springs Local Preference Ordinance 1756, the term "Local Business" is defined as a vendor, contractor, or consultant who has a valid physical business address located within the Coachella Valley, at least six months prior to bid or bid opening date, from which the vendor, contractor, or consultant operates or performs business on a day-to-day basis, and holds a valid business license by a jurisdiction located in the Coachella Valley. "Coachella Valley" is defined as the area between the Salton Sea on the south, the San Jacinto and Santa Rosa Mountains on the west, and the Little San Bernardino Mountains on the east and north. For the purposes of this definition, "Coachella Valley" includes the cities of Beaumont and Banning and the unincorporated areas between Banning and the City of Palm Springs. Post office boxes are not verifiable and shall not be used for the purpose of establishing such physical address.

In the bidding of, or letting for procurement of, supplies, materials, and equipment, as provided in Ordinance No. 1756, the City may give a preference to Local Businesses in making such purchase or awarding such contract in an amount not to exceed five (5%) percent of the Local Business' total bid price, or \$15,000, whichever amount is lower. Total bid price shall include only the base bid

price but also adjustments to that base bid price resulting from alternates requested in the Solicitation.

In order for a Local Business to be eligible to claim the preference, the business **MUST request the preference in the Solicitation response (see cost proposal pages) and provide a copy of its current business license from a jurisdiction in the Coachella Valley.**

**PLEASE NOTE THAT PALM SPRINGS CITY HALL IS CLOSED EVERY FRIDAY AND THEREFORE IS NOT ABLE TO ACCEPT TIME OR DATE STAMP ANY SUBMITTALS/BIDS ON FRIDAYS (OR WEEKENDS). PLEASE TAKE THIS INTO CONSIDERATION WHEN DELIVERING A SUBMITTAL/BID BY THE DUE DATE AND TIME AS DEFINED IN THIS DOCUMENT.**

**QUANTITY AND DESCRIPTION: See Attached Page**

X FOR YOUR INFORMATION AND RESPONSE  
X THIS WILL BE THE ONLY COPY YOU WILL RECEIVE

**STREET ADDRESS:**  
**3200 E. TAHQUITZ CANYON WAY**  
**PALM SPRINGS, CA 92262**

CITY OF PALM SPRINGS  
REQUEST FOR QUOTATIONS NO. 2021-01  
For  
RUNWAY RUBBER REMOVAL FOR THE PALM SPRINGS INTERNATIONAL AIRPORT

I. General Description:

Provide all equipment & labor necessary to remove rubber buildup from a section of approximately 133,500 sqft of porous friction coat (PFC) on runway 31L/13R, via high pressure and temperature water application.

It is the City's intent to enter into a three year contract with the contractor who is awarded this work.

II. Rubber Removal Specifications:

a. Rubber removal area consists of a total of approximately 133,500 sqft, located on a section of runway 31L, from the 31L designators to a point 2000 ft. north on the runway, 50 ft. in width.

b. All activities shall be performed in the best and most workmanlike manner by workers skilled in their trades. The standards of workmanship shall result in a first class product, without damage to the PFC surface.

c. The cleaning system and operation shall conform to all federal, state and local regulatory guidelines. The cleaning system shall simultaneously recover all water, residue and waste material 5 microns or larger from the surface, and shall not discharge waste material or residue to the surrounding environment.

d. High pressure / temperature truck-mounted water blasting equipment shall be used to remove surface contaminants. Cleaning liquids shall be applied at a minimum of 200 degrees F. Application pressures shall be 4500psi minimum and not more than 6500psi maximum.

The specifications exist to remove the rubber and to protect the PFC surface. It may be that more than one pass is required to efficiently remove the rubber depending on thickness, which varies. The expectation is that the rubber will be removed from the surface by the operator and that the PFC surface will not be damaged.

e. After a single pass over the surface, the runway shall be suitable for use immediately for any operational requirement. The runway shall be clean and free of debris, such that an aircraft may immediately perform operations for which the surface is intended.

f. At no time shall any part of the cleaning mechanism come into contact with the PFC surface for the purpose of scrubbing, scraping or sweeping.

g. Removal shall proceed at a rate such that no damage to the PFC occurs on the runway surface. In the event of damage to the PFC, Contractor shall immediately notify Airport and cease operation, pending inspection of the damaged area and authorization to proceed.

The Deputy Director of Aviation, Operations and Maintenance or designee is the authority who will determine job completion, based on field conditions.

### III. Rubber / Residue Recovery and Disposal:

- a. All liquids and solids generated from the removal process shall be captured and containerized in drums provided by Contractor. Drums shall be delivered to Airport for disposal.
- b. All materials generated shall be removed completely from the runway surface, allowing aircraft operations to proceed on the runway immediately.
- c. Contractor shall not allow discharge of water or cleaning solutions to storm capture facilities, retention ponds or sanitary sewer systems.
- d. Airport to provide use of oil/water separator at end of each work shift.
- e. Airport to provide water for removal operations.

### IV. Airfield Operations:

- a. Contractor is subject to all restrictions and requirements of working within the Airport Operations Area (AOA).
- b. Contractor shall be escorted at all times inside the AOA by a SIDA badged Airport employee.
- c. SIDA badged escort shall have responsibility for Airfield radio communications with arriving/departing aircraft and with the Air Traffic Control Tower.
- d. Contractor shall comply with all Airport staff instructions regarding AOA operations.

### V. Dates and Times of Operation:

- a. Work shall be completed during overnight hours, the dates and exact times to be coordinated between Airport and Contractor. Generally:

In year one (CY 2020) between 2330 and 0500 during the month of November. Note that these times reflect projected flight activity during the seasonal months of operation (fall); however, flight schedules are subject to change at any time. Every reasonable accommodation will be made by Airport to ensure maximum availability of the runway surface to Contractor. In years two and three (CY 2021 and CY 2022) between the 2330 and 0600 during the month of August. Note that these times reflect projected flight activity during the off-season months of operations (summer); flight schedules are subject to change at any time. Every reasonable accommodation will be made by the Airport to ensure maximum availability of the runway surface to Contractor.



It is understood and agreed that this quote may not be withdrawn for a period of ninety (90) days from the date of the opening thereof, and at no time in the case of the Successful Bidder.

\_\_\_\_\_  
**NAME OF BIDDER (PERSON, FIRM, CORP)  
REPRESENTATIVE**

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED**

\_\_\_\_\_  
**ADDRESS (Number, Street, Suite#, or P.O. Box)**

\_\_\_\_\_  
**NAME AND TITLE (Print or Type)**

\_\_\_\_\_  
**ADDRESS (City, State, ZIP)**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**TELEPHONE NUMBER**

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED  
REPRESENTATIVE**

\_\_\_\_\_  
**NAME AND TITLE (Print or Type)**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**FAX NUMBER**

\_\_\_\_\_  
**EMAIL ADDRESS**

**\*THE FOLLOWING MUST BE COMPLETED AND SUBMITTED WITH YOUR QUOTATION FOR IT TO BE CONSIDERED\*  
SIGNATURE AUTHORIZATION**

NAME OF COMPANY (PROPOSER): \_\_\_\_\_

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

TELEPHONE: \_\_\_\_\_ CELL \_\_\_\_\_

HOME \_\_\_\_\_ FAX \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ EMAIL \_\_\_\_\_

ADDRESS \_\_\_\_\_

A. **I hereby certify that I have the authority** to submit this Quotation to the City of Palm Springs for the above listed individual or company. I certify that I have the authority to **bind** myself/this company in a purchase order contract should I be successful in my quotation.

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
SIGNATURE AND DATE

B. The following information relates to the legal contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me/my company as:

\_\_\_ An individual;

\_\_\_ A partnership, Partners' names: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_ A company;

\_\_\_ A corporation If a corporation, organized in the state of: \_\_\_\_\_

2. My tax identification number is: \_\_\_\_\_

**Please check below IF your firm qualifies as a Local Business as defined in the RFQ:**

\_\_\_ A Local Business (licensed within the jurisdiction of the Coachella Valley).

Copy of current business license **is required** to be attached to this document.

**ADDENDA ACKNOWLEDGMENT:**

Acknowledgment of Receipt of any Addenda issued by the City for this RFQ is required by including the acknowledgment with your Quotation. Failure to acknowledge the Addenda issued may result in your quotation being deemed non-responsive. **In the space provided below, please acknowledge receipt of each Addenda: Addendum(s) # \_\_\_\_\_ is/are hereby acknowledged.**

**NOTE: BUSINESS DISCLOSURE AND CERTIFICATION OF NO CONFLICT OF INTEREST AND NON-DISCRIMINATION FORMS FOLLOW THESE PAGES. BOTH OF THESE FORMS MUST BE COMPLETED AND RETURNED WITH YOUR QUOTATION FOR YOUR QUOTE TO BE CONSIDERED.**

**CITY OF PALM SPRINGS**  
**PUBLIC INTEGRITY DISCLOSURE**  
**(INSTRUCTIONS FOR APPLICANTS)**

**Who Must File?**

Applicants that are NOT a natural person or group of natural people that will be identified on the application, and seek a City approval determined by a vote of City officials. Examples include corporations, limited liability companies, trusts, etc. that seek a City Council approval, or an approval by one of the City's board or commissions.

**Why Must I File?**

The City of Palm Springs Public Integrity Ordinance advances transparency in municipal government and assists public officials in avoiding conflicts of interest. The City's Public Integrity Ordinance, codified in Chapter 2.60 of the municipal code, reflects the City's interest in ensuring that companies (and other legal entities that are not natural people) doing business in the community are transparent and make disclosure as to their ownership and management, *and* further that those companies disclose the identity of any person, with an ownership interest worth two thousand dollars (\$2,000) or more, who has a material financial relationship with any elected or appointed voting City official, or with the City Manager or City Attorney.

***Note:*** *A material financial relationship is a relationship between someone who is an Owner/investor in the applicant entity and a voting official (or the City Manager or City Attorney), which relationship includes any of the following:*

- (1) the Owner/investor and the official have done business together during the year prior to the application;*
- (2) the official has earned income from the Owner/investor during the year prior to the filing of the application;*
- (3) the Owner/investor has given the official gifts worth fifty dollars (\$50) or more during the year prior to the filing of the application; or*
- (4) the official might reasonably be anticipated to gain or lose money or a thing of value, based upon the Owner/investor's interest in the applicant entity, in relation to the application's outcome.*

**When Must I File?**

You must file this form with the Office of the City Clerk at the same time when you file your application for a City approval determined by a vote of City officials, whether elected or appointed.

**What Must I Disclose?**

- A. The names of all natural persons who are officers, directors, members, managers, trustees, and other fiduciaries serving trusts or other types of organizations (attorneys, accountants, etc.).

**Note:** (1) only trusts or other organizations that are not the fiduciaries, (2) if a second entity that is not a natural person serves the applicant entity (e.g., as a member of an applicant LLC), then all officers, directors, members, managers, trustees, etc., of the second entity must be disclosed).

- B. The names of persons owning an interest with a value of two thousand dollars (\$2,000) or more who have a material financial relationship with an elected or appointed City official who will vote on the applicant's application, or with the City Manager or City Attorney.

### **PENALTIES**

Falsification of information or failure to report information required to be reported may subject you to administrative action by the City.



## PUBLIC INTEGRITY DISCLOSURE APPLICANT DISCLOSURE FORM

1.	Name of Entity
2.	Address of Entity (Principle Place of Business)
3.	Local or California Address (if different than #2)
4.	State where Entity is Registered with Secretary of State  <i>If other than California, is the Entity also registered in California?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No
5.	Type of Entity  <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Trust <input type="checkbox"/> Other (please specify)
6.	Officers, Directors, Members, Managers, Trustees, Other Fiduciaries (please specify) <i>Note: If any response is not a natural person, please identify all officers, directors, members, managers and other fiduciaries for the member, manager, trust or other entity</i>
	_____ <input type="checkbox"/> Officer <input type="checkbox"/> Director <input type="checkbox"/> Member <input type="checkbox"/> Manager [name]  <input type="checkbox"/> General Partner <input type="checkbox"/> Limited Partner <input type="checkbox"/> Other _____
	_____ <input type="checkbox"/> Officer <input type="checkbox"/> Director <input type="checkbox"/> Member <input type="checkbox"/> Manager [name]  <input type="checkbox"/> General Partner <input type="checkbox"/> Limited Partner <input type="checkbox"/> Other _____
	_____ <input type="checkbox"/> Officer <input type="checkbox"/> Director <input type="checkbox"/> Member <input type="checkbox"/> Manager [name]

	<input type="checkbox"/> General Partner <input type="checkbox"/> Limited Partner  <input type="checkbox"/> Other
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**7. Owners/Investors with a 5% beneficial interest in the Applicant Entity or a related entity**

<b>EXAMPLE</b>	
<i>JANE DOE</i>	<i>50%, ABC COMPANY, Inc.</i>
[name of Owner/investor]	[percentage of beneficial interest in entity and name of entity]
<b>A.</b>	
[name of Owner/investor]	[percentage of beneficial interest in entity and name of entity]
<b>B.</b>	
[name of Owner/investor]	[percentage of beneficial interest in entity and name of entity]
<b>C.</b>	
[name of Owner/investor]	[percentage of beneficial interest in entity and name of entity]
<b>D.</b>	
[name of Owner/investor]	[percentage of beneficial interest in entity and name of entity]
<b>E.</b>	
[name of Owner/investor]	[percentage of beneficial interest in entity and name of entity]

**I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.**

Signature of Disclosing Party, Printed Name, Title	Date

**CITY OF PALM SPRINGS, CA**

**CONFLICT OF INTEREST AND NON-DISCRIMINATION  
CERTIFICATION**

**Conflict of Interest.** Contractor acknowledges that no officer or employee of the City has or shall have any direct or indirect financial interest in this Agreement nor shall Contractor enter into any agreement of any kind with any such officer or employee during the term of this Agreement and for one year thereafter. Contractor warrants that Contractor has not paid or given, and will not pay or give, any third party any money or other consideration in exchange for obtaining this Agreement.

**Covenant Against Discrimination.** In connection with its performance under this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived race, religion, color, sex, age, marital status, ancestry, national origin ( *i.e.*, place of origin, immigration status, cultural or linguistic characteristics, or ethnicity), sexual orientation, gender identity, gender expression, physical or mental disability, or medical condition (each a “prohibited basis”). Contractor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to any prohibited basis. As a condition precedent to City’s lawful capacity to enter this Agreement, and in executing this Agreement, Contractor certifies that its actions and omissions hereunder shall not incorporate any discrimination arising from or related to any prohibited basis in any Contractor activity, including but not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship; and further, that Contractor is in full compliance with the provisions of Palm Springs Municipal Code Section 7.09.040, including without limitation the provision of benefits, relating to non-discrimination in city contracting.

NAME OF CONTRACTOR/VENDOR: \_\_\_\_\_

NAME and TITLE of Authorized Representative:

(Print) \_\_\_\_\_

Signature and Date of Authorized Representative:

(Sign) \_\_\_\_\_ (Date) \_\_\_\_\_

## INSURANCE REQUIREMENTS OF SUCCESSFUL BIDDERS/CONTRACTORS

### INSURANCE

1. Procurement and Maintenance of Insurance. Contractor shall procure and maintain public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Contractor's performance under this Agreement. Contractor shall procure and maintain all insurance at its sole cost and expense, in a form and content satisfactory to the City, and submit concurrently with its execution of this Agreement. Contractor shall also carry workers' compensation insurance in accordance with California workers' compensation laws. Such insurance shall be kept in full force and effect during the term of this Agreement, including any extensions. Such insurance shall not be cancelable without thirty (30) days advance written notice to City of any proposed cancellation. Certificates of insurance evidencing the foregoing and designating the City, its elected officials, officers, employees, agents, and volunteers as additional named insureds by original endorsement shall be delivered to and approved by City prior to commencement of services. The procuring of such insurance and the delivery of policies, certificates, and endorsements evidencing the same shall not be construed as a limitation of Contractor's obligation to indemnify City, its elected officials, officers, agents, employees, and volunteers.

2. Minimum Scope of Insurance. The minimum amount of insurance required under this Agreement shall be as follows:

1. Comprehensive general liability and personal injury with limits of at least one million dollars (\$1,000,000.00) combined single limit coverage per occurrence and two million dollars (\$2,000,000) general aggregate;

2. Automobile liability insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence;

3. Professional liability (errors and omissions) insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000) annual aggregate is:

\_\_\_\_\_ required

\_\_\_\_\_ is not required;

4. Workers' Compensation insurance in the statutory amount as required by the State of California and Employer's Liability Insurance with limits of at least one million dollars \$1 million per occurrence. If Contractor has no employees, Contractor shall complete the City's Request for Waiver of Workers' Compensation Insurance Requirement form.

3. Primary Insurance. For any claims related to this Agreement, Contractor's insurance coverage shall be primary with respect to the City and its respective elected officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by City and its respective elected officials, officers, employees, agents, and volunteers shall be in excess of Contractor's insurance and shall not contribute with it. For Workers' Compensation and Employer's Liability Insurance only, the insurer shall waive all rights of subrogation and contribution it may have against City, its elected officials, officers, employees, agents, and volunteers.

4. Errors and Omissions Coverage. If Errors & Omissions Insurance is required, and if Contractor provides claims made professional liability insurance, Contractor shall also agree in writing either (1) to purchase tail insurance in the amount required by this Agreement to cover claims made within three years of the completion of Contractor's services under this Agreement, or (2) to maintain professional liability insurance coverage with the same carrier in the amount required by this Agreement for at least three years after completion of Contractor's services under this Agreement. Contractor shall also be required to provide evidence to City of the purchase of the required tail insurance or continuation of the professional liability policy.

5. Sufficiency of Insurers. Insurance required in this Agreement shall be provided by authorized insurers in good standing with the State of California. Coverage shall be provided by insurers admitted in the State of California with an A.M. Best's Key Rating of B++, Class VII, or better, unless otherwise acceptable to the City.

6. Verification of Coverage. Contractor shall furnish City with both certificates of insurance and endorsements, including additional insured endorsements, effecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Contractor's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Errors and Omissions and Workers' Compensation policies.

Verification of Insurance coverage may be provided by: (1) an approved General and/or Auto Liability Endorsement Form for the City of Palm Springs or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

A. "The City of Palm Springs, its officials, employees, and agents are named as an additional insured..." ("as respects City of Palm Springs Contract No.\_\_\_\_" or "for any and all work performed with the City" may be included in this statement).

B. "This insurance is primary and non-contributory over any insurance or self-insurance the City may have..." ("as respects City of Palm Springs Contract No.\_\_\_\_" or "for any and all work performed with the City" may be included in this statement).

C. "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out.

D. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City, its elected officials, officers, employees, agents, and volunteers.

In addition to the endorsements listed above, the City of Palm Springs shall be named the certificate holder on the policies.

All certificates of insurance and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the Contractor's obligation to provide them.

7. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City prior to commencing any work or services under this Agreement. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its elected officials, officers, employees, agents, and volunteers; or (2) Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Certificates of Insurance must include evidence of the amount of any deductible or self-insured retention under the policy. Contractor guarantees payment of all deductibles and self-insured retentions.

8. Severability of Interests (Separation of Insureds). This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.