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Better Tomorrow. Today.*

**REQUEST FOR PROPOSALS
FOR
NEW LINCOLN PARK PLAYGROUND**

**PARKS & RECREATION DEPARTMENT
CITY OF GRAND ISLAND, NEBRASKA**

To: Playground Suppliers
From: Todd McCoy, Parks & Recreation Director
Subject: Provide a new Playground for Lincoln Park
Date: January 13, 2023

The City of Grand Island Parks & Recreation Department is seeking proposals to provide a new Playground for Lincoln Park.

The Request for Proposals is due February 7, 2023 by 4:00 p.m. (Local Time). Four (4) copies of the Request for Proposals shall be submitted to:

City Clerk
Attn: RaNae Edwards
P.O. Box 1968
Grand Island, NE 68802

Any questions in responding to proposal please contact Todd McCoy, Parks & Recreation Director (308) 389-0290. I look forward to receiving your response to this request.

**ADVERTISEMENT
REQUEST FOR PROPOSALS
FOR
NEW LINCOLN PARK PLAYGROUND
CITY OF GRAND ISLAND, NEBRASKA
PARKS & RECREATION DEPARTMENT**

The City of Grand Island Parks & Recreation Department is seeking proposals to provide a new Playground for Lincoln Park.

Sealed Request for Proposals will be **received at the City Clerk's office**, 100 East First Street, Grand Island, NE 68801 or P.O. Box 1968, Grand Island, NE 68802, **until 4:00 pm (Local Time), February 7, 2023 to provide a new Playground for Lincoln Park.** Request for Proposals received after the specified time will be returned unopened to sender.

Each bidder shall submit with their proposal a certified check, a cashiers check or bid bond payable to the City Treasurer in an amount no less than five percent (5%) of the proposal price which shall guarantee good faith on the part of the bidder and the entering into a contract within thirty (30) days, at the proposal price, if accepted by the City. **Your certified check, cashiers check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the proposal.** Each envelope must be clearly marked indicating its contents. **Failure to submit the necessary qualifying information in clearly marked and separate envelopes will result in your proposal not being opened or considered.** Bid bonds must be issued by surety companies authorized to do business in the State of Nebraska.

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S. 73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska.

The successful bidder will be required to provide:

- A. **A performance bond** satisfactory to the City, executed by a surety company authorized to do business in the State of Nebraska or otherwise secured in a manner satisfactory to the City, in an amount equal to 100% of the price specified in the contract.
- B. **A payment bond** satisfactory to the City, executed by a surety company authorized to do business in the State of Nebraska or otherwise secured in a manner satisfactory to the City, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to 100% of the price specified in the contract.

The award winning offeror will be required to comply with the City's Insurance requirements.

The Purchaser reserves the right to reject any or all Proposals, to waive technicalities, and to accept whichever proposal that may be in the best interest of the City, at its sole discretion.

No bidder may withdraw their Request for Proposal for a period of ninety days (90) after date of bid opening.

RaNae Edwards, City Clerk

REQUEST FOR PROPOSALS LINCOLN PARK PLAYGROUND

PROPOSED WORK

The City Parks & Recreation Department is requesting proposals from playground equipment firms in order to establish a contract to provide a new playground and installation at Lincoln Park located at 715 N Beal Street, Grand Island, Nebraska. See attached site plan proposal.

This work falls under the Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) and that contractor shall supply the Community Development Department with certified payroll documentation. The Davis-Bacon and Related Acts will apply to contractors and subcontractors performing construction, alteration, or repair with federally funded or assisted contracts \$2,000 or more. Under this Act, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. A current copy of the prevailing wage and supplementary conditions will be available upon request. The awarded contractor must be in active status on the System of Award Management also known as SAM.gov before entering into a contract with the City of Grand Island for any project that includes the use of Federal funds.

Scope of Work

- The proposal will include material, labor and equipment to construct a playground.
- Contractor shall assume all responsibility for obtaining and verifying measurements.
- Contractor shall work with City staff to keep disruption of park grounds to a minimum. Trenches or ruts shall be backfilled and tamped by Contractor.
- Contractor must provide safety fencing, minimum 4-foot high, around the perimeter of the playground construction area.
- Contractor must protect and monitor poured concrete footings until it is cured. Contractor shall be responsible for removal, and replacement, of concrete if vandalized prior to completion of entire job.
- Underground Utility Locations: The Contractor is required to call Digger's Hotline to locate all utilities prior to construction.
- Project must be complete by September 1, 2023.
- See site plan for playground location and space restrictions.

Contractor Services

The selected Contractor shall be responsible for the following:

- The Contractor shall provide all material, labor, and supplies to satisfy the intent of the agreement.
- Meet with City staff prior to submitting the final order to confirm color, attributes and layout of the equipment.

- Respond to inquiries from City staff concerning equipment and/or construction and provide prompt attention to any issues regarding missing or mislabeled parts.
- Coordinate scheduling of construction with City staff when applicable.
- Be responsible for providing safety precautions in connection with contracted installation work.
- The proper disposal of litter and debris collected from the work site is the responsibility of the Contractor.
- Upon completion of construction, conduct an onsite audit to confirm that the equipment was installed according to manufacturer's specifications and provide written documentation of the audit to the City of Grand Island.
- Upon completion, Contractor will be required to provide maintenance manuals to City staff.

Equipment Requirements

- The Contractor is responsible for delivery of equipment to the project site or the City Park Maintenance Shop. A minimum of 48-hour notice is required before delivery if sent to the Maintenance Shop.
- All equipment shall be compliant with all applicable regulations, standards, and guidelines including but not limited to ADA, ASTM and CPSC.
- Vertical deck and support posts must have a minimum diameter of 5 inches.
- Hardware shall be rust resistant, preferably stainless steel.

Specific Play Element Requirements

Target ages: 2 to 5 (approximately 35% of playground) and 5 to 12 years (approximately 65% of playground).

Required Playground Elements:

- ADA ramped entry
- Colored rubberized safety surfacing, prefer replaceable tiles
- One ADA chair swing for ages 5-12
- Minimum of one "speed" slide for ages 5-12, and one "low" slide for ages 2-5
- Inclusive play features

Preferred Playground Elements:

- Decks or platforms of various heights
- Separate free standing/play pocket features: group or partner spinner/whirl
- Tot swing(s)
- Roof or shade structure over various platforms
- Parent-baby combo swing
- Numerous inclusive play features

The following elements are **not** desired:

- Clear bubble/window or mirror panels
- Metal slides
- Wooden features

Project Budget

The City is requesting proposals to not exceed the amount of \$178,000.00.

Proposals Shall Include

1. Company background (brief information on company's experience and qualifications, number of years constructing playgrounds, support services, experience of project manager).
2. Name and experience of all sub-contractor(s) providing professional installation services.
3. For joint ventures, indicate the work and estimated percentage of the total project to be performed by each party.
4. Three client references from Nebraska or neighboring states on similar municipal projects completed within the last three years. Include name of municipality, address, contact person, phone number, email, cost of the project, year completed. Reference letters are also encouraged, but not required.
5. List or reference of design components.
6. Description of component materials/specifications.
7. Accessibility summary.
8. Indicate dates of construction and the anticipated completion date. Project must be completed by September 1, 2023.
9. A single total project cost proposal (must not exceed \$178,000.00), including an itemized breakdown of all charges.
10. An 11"x 17" site plan showing entire design with dimensions.
11. Color rendering of design.
12. Copy of manufacturer's warranty and liability coverage.

EVALUATION CRITERIA

Each proposal received, within the project budget, will be evaluated on the following criteria to determine a review factor:

Qualifications:

- Experience with comparable projects.
- Past experience with the City of Grand Island.
- Support services (availability, responsiveness, etc.)

Design:

- Creativity.
- Perceived play value.
- Visual appeal (final colors can be adjusted by owner at time of order).
- Number and variety of play features.
- Compatibility with site.

Technical:

- Compliance with RFP.
- Research and understanding of project requirements.
- Compliance with budget.
- Project schedule/delivery.
- Product specifications/Warranty.

QUALIFICATION PROTOCOL

Todd McCoy, Parks & Recreation Director will be the City's contact person for additional information on this RFP (308) 389-0290. Interested firms shall send four (4) copies of their proposals to RaNae Edwards, City Clerk, P.O. Box 1968, Grand Island, NE 68802-1968. Proposals must be received **no later than 4:00 p.m. (Local Time) on February 7, 2023**. Proposals must remain firm for ninety (90) days from the due date. The City reserves the right to reject any or all proposals and to select the proposal which is deemed to be in the best interest of the City, at their sole discretion.

CONTRACT NEGOTIATIONS

The evaluation committee will rank the qualifications. Todd McCoy, Parks & Recreation Director will negotiate a contract with the highest ranked proposer. If a satisfactory contract cannot be negotiated with the highest ranked proposer, then an attempt will be made to negotiate a contract with the next highest ranked proposer.

GRATUITIES AND KICKBACKS

City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a consultant under a contract to the prime consultant or higher tier consultant or any person associated therewith, as an inducement for the award of an agreement or order.

INSURANCE

The award winning offeror will be required to comply with the City's Insurance requirements.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

1. "Worker's Compensation and Employer's Liability." This insurance shall protect the Contractor against all claims under applicable State worker's compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement. The liability limits shall be not less than the following:

Worker's Compensation	Statutory Limits
Employer's Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

2. "Business Automobile Liability." This insurance shall be written in comprehensive form and shall protect the Contractor, Contractor's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall be not less than the following:

Bodily Injury & Property Damage \$500,000 Combined Single Limit

3. "Comprehensive General Liability." The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall be not less than the following:

Bodily Injury & Property Damage \$ 500,000 each occurrence
\$1,000,000 aggregate

4. "Umbrella Liability Insurance." This insurance shall protect the Contractor against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage \$1,000,000 each occurrence
\$1,000,000 general aggregate

5. Additional Requirements. The City may require insurance covering a Contractor or Subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Contractor or Subcontractor. Insurance as herein required shall be maintained in force until the City releases the Contractor of all obligations under the contract. The Contractor shall provide and carry any additional insurance as may be required by special provisions of these specifications.

6. Certificate of Insurance. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this contract. The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the Contractor cannot have the "endeavor to" language stricken, the Contractor may elect to provide a new certificate of insurance every thirty (30) days during the contract. The Contractor shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.

FAIR EMPLOYMENT PRACTICES

Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

LB 403

Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

FISCAL YEARS

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

QUALIFICATION TERMS AND CONDITIONS

The City will not pay any costs incurred by the firm in preparing or submitting the proposal. The City reserves the right to modify or cancel, in part or in its entirety, this RFP. The City reserves the right to reject any or all qualifications, to waive defects or informalities, and to offer to contract with any firm in response to any RFP. This RFP does not constitute any form of offer to contract.

TITLE VI

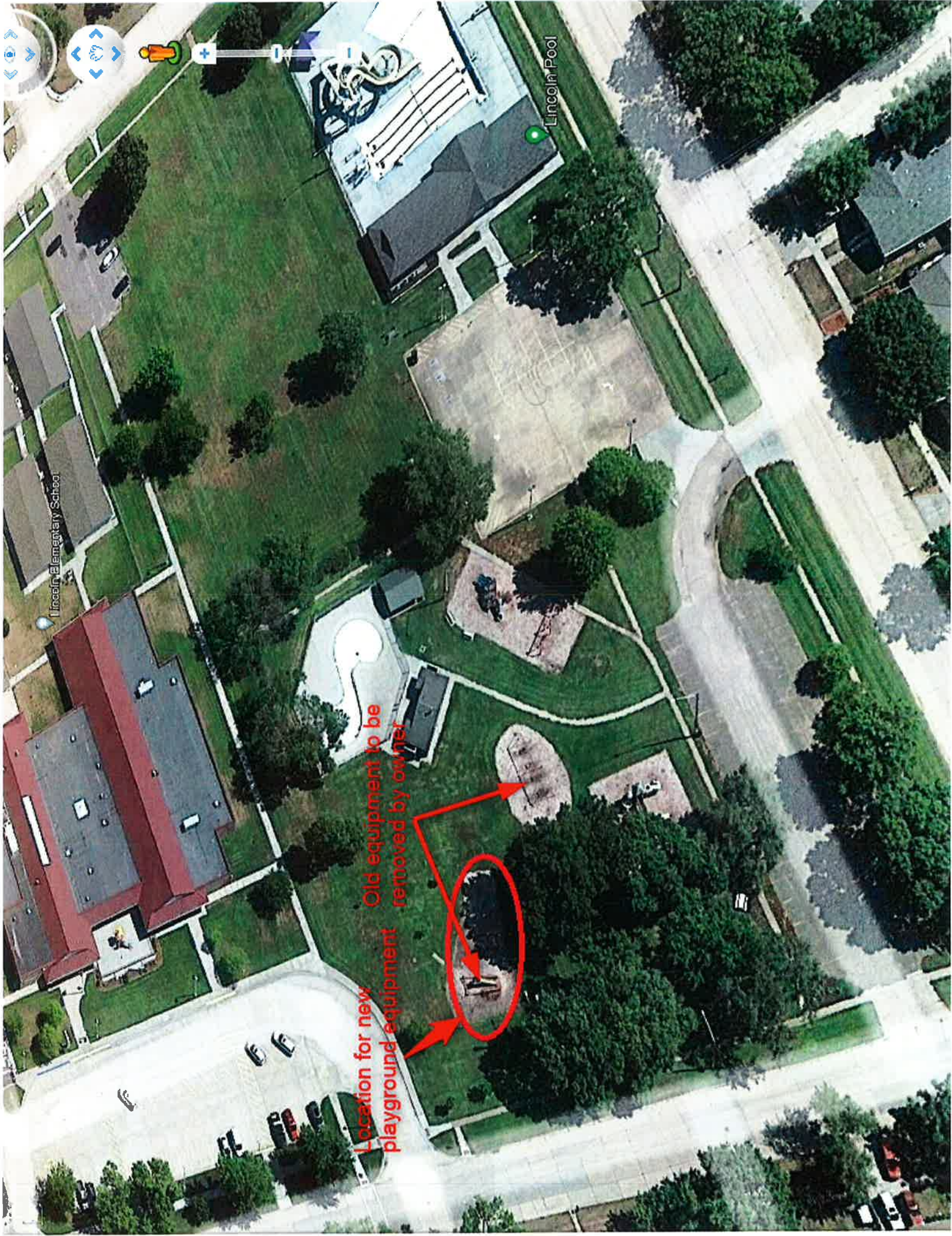
The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

SECTION 504/ADA NOTICE TO THE PUBLIC

The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

Todd McCoy
308-385-5444, extension 290
100 East First Street, Grand Island, NE 68801
Monday through Friday; 8:00 a.m. to 5:00 p.m.



Lincoln Elementary School

Lincoln Pool

Old equipment to be removed by owner

Location for new playground equipment