

**REQUEST FOR PROPOSALS**

**DESIGN-BUILD PLAYGROUND**

Release Date:

January 19, 2022

Contact Person:

Ryan Dennison 970-826-2004

Liz White 970-826-2008

Deadline for Submissions

March 2, 2022

Submit Proposals Attention – Liz White:

City of Craig

Design Build Playground

“City Park”

300 W. 4th Street

Craig, CO 81625

**INTRODUCTION/SCOPE:**

The City of Craig (the City) located in NW Colorado, is seeking **REQUEST FOR PROPOSALS (RFP)** for a design and build playground in 2022. Location of the new playground will be in City Park, located at 605 Washington St. The peak season for the park is mid-May through August. This is a popular park as it is adjacent to the swimming complex. Spring weather patterns can be unpredictable and at times the area often has overnight temperatures that fall below freezing into mid-June.

The existing playground is over 20+ years old and does not meet ADA requirements or accessibility needs. Replacement parts are becoming harder to find due to the age of playground. The playground area is 7,500 sq./ft. *(Please see attachment on page 10).* The exact dimensions and size of play area should be verified by vendors.

Last year, the City of Craig went through a public engagement process seeking community feedback and vision for the new playground in City Park. The preferred design build playground at City Park will incorporate playground(s) for age(s) 2-12 with adequate space for separation, offer shade and consist of unique interactive play elements as well as stand-alone play features, poured in place safety surface with concrete curbing. Emphasis given to creative and original design that maximizes play value and is cost effective, sustainable and durable. The selected vendor must have a Certified Playground Safety Inspector (CPSI) on site during installation of playground.

The design and equipment shall comply or exceed ADA, CPSC, ASTM standards for access, routes, surfacing and transfer spaces. All equipment shall be made of durable material that withstand Northwest Colorado’s vast temperature extremes.

Proposal limit is **(2)** conceptual renderings of proposed design build playgrounds and amenities, installation of all new playground equipment and associated components, surface materials, edging and signage. All product specifications, warranty information along with an itemized cost shall be included in proposals for each playground design. Include ADA access pan into design build as it will be responsibility of selected vendor to install.

City of Craig will be responsible for removing existing playground and will work with selected vendor on exact drainage and subbase requirements for new playground. Vendor is RESPONSIBLE for design and installation of the entire project. Insurance and Bonding Requirements set forth by the City of Craig can be referred to under “Attachment A” Standard Insurance Requirements on pages 6-7 of this RFP.

#### PROPOSAL TIMELINE:

**RFP Distribution:** January 19, 2022

**Deadline for Submission of Questions:** February 11, 2022

**Distribution of Answers to RFP Questions:** February 18, 2022

**RFP Due Date:** March 2, 2022 at 2pm

**Announcement of Award:** March 22, 2022

**Estimated Early Project Start Date:** May 2, 2022

**Estimated Late Project Start Date:** May 23, 2022

**Estimated Project Completion Date:** August 31, 2022

1. **PROPOSAL FORMAT**

To facilitate the review of qualifications, all proposals are required to adhere to the following requirements. The City of Craig strongly encourages proposers to ensure that qualification submissions are succinct and clearly organized. The response must be written and organized in the order defined below. The submission should be complete so as not to be considered nonresponsive.

1. **Cover Letter.** Provide a letter of introduction or cover page from an authorized representative.
2. **Name, Title, and Contact Information.** Include the name of the person or persons who will be authorized to make representations on behalf of the Respondent, with all contact information.
3. **Company History.** Provide business background/overview of products and services offered by your company.
4. **Qualifications and Experience.** Provide the qualifications of the Respondent and its specialized experience and technical competence that qualify it to provide the services required. Provide the names and qualifications of outside Respondents and associates that will be employed to assist on the work to be performed under your proposal.
5. **References.** Provide a list of names, addresses and telephone numbers of at least three (public sector preferred) clients for which the Respondent has successfully completed similar projects to that required by this RFP within the past five years.
6. **Selected respondent** shall comply with all municipal and state code requirements.
7. **Selected respondent** shall ensure that all proposed plans will meet the highest industry standards for a project of this type.
8. **SUBMITTAL**

* Selection shall be based on, not only competitive pricing, but meeting the minimum response requirements as outlined in this RFP.
* Proposal may be delivered electronically or in hard copy via mail, courier, or in person in a sealed envelope by clearly marked with ***“Design Build Playground”,*** on the outside of the envelope.

***Liz White - City Clerk***

***City of Craig***

***300 W. 4th Street***

***Craig, CO 81625***

***lwhite@ci.craig.co.us***

* Questions and Inquiries: The City will not give verbal answers to inquiries regarding information in this RFP, or verbal instructions prior to the submission deadline. A verbal statement regarding same by any person shall be non-binding. The City is not liable for any increased costs resulting from the Respondent accepting verbal directions. ***Any explanation desired by a Respondent must be requested of the City representative in writing not later than February 11, 2022*** and if explanation is necessary, a reply shall be made in the form of an addendum, a copy of which shall be forwarded by ***February 18, 2022*** by email to the each Respondent.

1. **SELECTION CRITERIA**

Based upon the responses to the RFP, the City may interview any or all the Respondents and/or award the contract without conducting interviews. The successful Respondent will be required to enter into a contract with the City, including insurance/indemnity requirements.

Please see the Standard Insurance as set forth in **Attachment A.**

The selection process will focus on the following, but not limited to;

1. The proposed plan/feasibility and preliminary design.
2. Include anticipated start and end dates for project and product availability.
3. Ability to provide responsive client services.
4. Clarity of proposal, completeness and inclusion of requested information.
5. Respondent capabilities & experience.
6. Reference checks.
7. Include safety plan during construction phase.
8. Professional nature of firm.
9. Demonstrated municipal/county government experience.
10. Qualifications and experience of the firm and staff assigned to provide support.
11. Cost effectiveness and ability to meet schedule.
12. Demonstrate the firm’s ability to coordinate and cooperate with the City staff & liaisons.

12. Demonstrate the firm’s ability to participate with staff on input and design.

1. Warranties, guarantees, or other assurance of quality, service customer satisfaction.
2. Develop a long-term maintenance plan and annual maintenance estimates.
3. Demonstrated ability and prior experience of the firm and the personnel to be assigned to this type of project.
4. Conceptual playground design(s) identifying types of equipment and layout that is unique and original.
5. Provide an itemized cost proposal to complete project. Please include a maximum budget amount inclusive of all fees and expenses for each playground design build submitted.
6. Clarity, creativity and thoroughness of the response.
7. Availability of firm for full-time design and construction services, and able to complete construction in a timely manner.
8. Experience in construction of design build playgrounds in Colorado.
9. Experience in preparing and designing construction specifications.
10. Experience in construction management of similar type projects.
11. Experience in working with client on cost saving In-Kind contributions.
12. Proven record of successful completion of similar projects.
13. Example(s) of playground(s) Respondents have designed and built complete with costs.

All interested parties are encouraged to submit proposals as the award is not based solely on lowest cost proposal submitted. Total cost will be taken into consideration, but the solution and the Respondent’s capabilities, competence and capacity will be considered as well. The City reserves the right to choose the Respondent whose proposal best meets the needs of the City. The City of Craig, and its designated representatives, shall be the sole judge of its own best interest, and the proposal most advantageous to the City. The City’s decisions will be final.

1. **GENERAL TERMS AND CONDITIONS**

**Public Record: Proposer's attention is drawn to the fact that all proposal documents submitted are subject to disclosure under the Colorado Public Records Act. Information contained in the proposals may be made public after the review process has been completed, negotiations have concluded and a recommendation for award has been officially placed on the City Council agenda for consideration, and/or following award of contract, if any, by the City Council.**

Additional Information: The City reserves the right to request additional information and/or clarification from any or all Proposers.

Proposal Acceptance and Rejection: The City reserves the right to reject any and all proposals and to waive any minor informalities or irregularities contained in any proposal. Acceptance of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract. The City reserves the right to call for new proposals, and to award the contract to other than the lowest cost proposal if deemed to be in the best interest of the City.

Right to Cancel and Amend: The City reserves the right to cancel, for any or no reason, in part or in its entirety, this RFP, including but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises the RFP, all Proposers will be notified in writing.

Debarment: By submitting a proposal, the Proposer certifies that the company is not currently debarred from submitting proposals and/or bids for contracts issued by any City or political subdivision or agency of the State of Colorado, and that it is not an agent of a person or entity that is currently debarred from submitting proposals and/or bids for contracts issued by any City or political subdivision or agency of the State of Colorado

Limitation: The Request for Proposals (RFP) does not commit the City of Craig to award a contract, to pay any cost incurred in the preparation of the firm’s RFP response or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all RFP responses received as a result of this request, to negotiate with all qualified sources or to cancel all or part of this RFP. The City will not reimburse the respondents to this RFP for costs incurred in the preparation of their proposal or in any other aspect of their consideration of this engagement. A respondent may withdraw and resubmit a proposal prior to the submission deadline. No re-submissions will be allowed after the submission deadline.

Modification of Scope: The City reserves the right to modify the contents of this document up to 7 days prior to the opening of proposals.

Award: The firm/entity selected may be required to participate in negotiations and to submit such revisions of their proposals as may result from negotiations. The City reserves the right to award a contract/select a service provider without discussion based upon the initial proposals.

Insurance: The Respondent shall maintain in full force and effect the insurance as outlined in **Attachment A**. The City reserves the right to waive or modify such insurance coverage. However, Respondents and/or Respondents meeting the insurance requirements will receive greater consideration during the selection procedure. All insurance shall be evidenced by a Certificate of Insurance and endorsement acceptable to the City Attorney, prior to execution of a contract. The Respondent and/or Respondent shall state their ability to meet the City’s insurance requirements within their submittal.

Signature: The Respondent and/or Respondent’s RFP response shall provide the following information: name, title, address and telephone number of individuals with authority to bind the service provider and who may be contacted during the period of proposal evaluation.

Contract Requirements: Agreement by the City and Proposer will be in effect upon the City’s execution of this proposal along with any agreed upon changes.

Coordination of Work: All work schedules, actual work and payment request shall be coordinated through, inspected by and approved by City Administration prior to scheduling of project so that any interruption to the normal business operation is kept to a minimum.

Inspection: All material and reports shall be subject to inspection, examination and acceptance by the City and its Partners. The City shall have the right to reject defective information, analysis and workmanship or require its correction.

ATTACHMENT A

STANDARD INSURANCE REQUIREMENTS

In order to comply with the bonding and insurance requirements contained in your contract with the City of Craig there are several things that we require. It is our intent to facilitate consideration of every project, so we are including here a **summary** checklist for your convenience.

All bonds and insurance requirements need to be complete and submitted prior to your contract being approved.

**I. GENERAL**

**A. Send these requirement sheets to your insurance broker for immediate compliance.**

**B. NO CONTRACTS WILL BE APPROVED UNTIL ALL BONDS AND CERTIFICATES ARE IN ORDER**.

**C.** New and renewal Certificates and endorsements must reference a specific job. "All Operations" certificates are not acceptable.

**D.** All contractors and subcontractors working on a project or jobsite must meet the same insurance requirements you do, prior to starting work on the project or site.

**E.** All insurance companies must have an AM Best rating of A: VII or better.

**F.** All insurance coverage, with the exception of Professional Liability coverage must be written on a full "per occurrence" basis.

**G.** A 30-day cancellation notice is required and written or modified to a form that binds the insurer to provide it. For non-payment of premium, a 10-day notice is acceptable.

**H**. Expiration dates are required on all certificates.

**I**. All Bonds and Certificates must have an original signature.

**II. SPECIFIC COVERAGE (As Applicable)**

**A. BONDING**

(Contracts over $50,000) Faithful Performance (Completion) Bond – (CONTRACT AMOUNT)

(Contracts over $50,000) Payment, Labor and Materials Bond – (CONTRACT AMOUNT)

**B. GENERAL LIABILITY/AUTOMOBILE LIABILITY**

GENERAL LIABILITY

($1,000,000) per occurrence ($2,000,000) general aggregate

AUTOMOBILE LIABILITY

($500,000) per accident

**C. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY**

Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance with limits of at least one million dollars ($1,000,000).

ATTACHMENT B

GENERAL CONTRACT TERMS AND CONDITIONS

1. **Performance of Services/No Assignment.** Time is of the essence in performance of the Services. Respondent represents to City that Respondent possesses, or will arrange to secure from others, all the necessary professional capabilities, experience, resources and facilities necessary to provide to City the services contemplated under this Agreement. Except as specifically authorized under this Agreement, the services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City.

2. **Hold Harmless and Indemnification.** To the fullest extent permitted by law, Respondent shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents and employees (collectively, the “Indemnified Parties) from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney’s fees, disbursements and court costs) of every kind and nature whatsoever, which may arise from or in any manner relate (directly or indirectly) to any work performed or services provided under this Agreement (including the negligent and/or willful acts, errors and/or omissions of Respondent, its principals, officers, agents, employees, Respondents, suppliers, Respondents, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them).

Notwithstanding the foregoing, nothing herein shall be construed to require Respondent to indemnify the Indemnified Parties from any Claim arising from the active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney’s fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Respondent.

In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Respondent’s performance of this agreement, the Respondent shall provide a defense to the City indemnitees, or at the City’s option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels’ fees, incurred in defense of such claims.

3. **Independent Contractor.** It is understood that City retains Respondent on an independent contractor basis and Respondent is not an agent or employee of City. The manner and means of conducting the work are under the control of Respondent, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. Nothing in this Agreement shall be deemed to constitute approval for Respondent or any of Respondent’s employees or agents, to be the agents or employees of City. Respondent shall have the responsibility for and control over the means of performing the work, provided that Respondent is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Respondent as to the details of performance or to exercise a measure of control over Respondent shall mean only that Respondent shall follow the desires of City with respect to the results of the services.

3.1 The Respondent shall at all times remain an independent contractor with respect to the services to be performed under this Agreement and shall be responsible for the payment of Federal and State Employer Withholding Taxes, Unemployment Insurance Taxes, FICA Taxes, Retirement, Life and/or Medical Insurance, and Worker’s Compensation Insurance for the employees of the Respondent or any other person performing services under this Agreement. Respondent and its employees are not entitled to the rights or benefits afforded to City’s employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Respondent agrees to indemnify and hold City harmless from any claims, costs, losses, fees, penalties, interest, or damages suffered by City as a result of any claim by any person or entity contrary to the provisions of this Section.

4. **Insurance.** Unless otherwise agreed, without limiting Respondent’s indemnification of City, and prior to commencement of work, Respondent shall obtain, provide and maintain at its own expense during the term of this Agreement, a policy or policies of liability insurance of the type and amounts described below and in a form satisfactory to City.

A. *Certificates of Insurance.* Respondent shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement.

B. *Acceptable Insurers.* All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of Colorado, with an assigned policyholders’ Rating of A (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved.

5. **Delay Damages.** Time is of the essence with respect to the deadline to complete the work under this agreement. In the event that project is not completed by **AUGUST 31, 2022,** then the City of Craig shall be entitled to claim delay damages. The amount of delay damages will be liquidated in the amount of **$500.00** per day.

CONTRACT AGREEMENT

SIGNATURES

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Respondent Signature Date

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City of Craig / City Clerk Signature Date

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City of Craig / City Manager Signature Date

Map

Description automatically generated

City Park Playground outlined in yellow. Google Earth measurements are as follows, (419 ft. Perimeter) and (7,500sf). *Please note, these measurements are ONLY intended to be used for reference. Exact measurement of playground is the responsibility of vendors*

***Current Playground at City Park.***

A picture containing tree, outdoor, ground, sky

Description automatically generated

A picture containing tree, outdoor, sky, ground

Description automatically generated