



Date: 12.14.20

To: Playground Contractors

From: Mark Rives; Facilities Director  
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Attached is a Request for Proposal (RFP) for Installation of Pour-in-Place Surfacing and Playground equipment at our North County Head Start location located at 10725 Vorhof St. Louis MO. 63136 We are seeking proposals from individuals or companies with a documented track record in providing Design, Installation and code compliant services of playground equipment to the commercial and institutional areas.

**SEND PROPOSAL SUBMISSION TO THE ABOVE ADDRESS**  
**PROPOSAL SUBMISSION DATE: February 1, 2021**  
**CONTRACTOR COMMENCEMENT DATE: To Be Determined**

**Proposals may be emailed or faxed.**

BIDDERS CONFERENCE – A YWCA representative will be available to meet all interested Contractors and to answer questions upon request.

PLACE: See attached schedule  
DATE: See attached schedule  
TIME: See attached schedule

Minority-Owned Businesses will be given special consideration in the evaluation process, but are not guaranteed the contract award.

Award will be made to the lowest, best and most responsible bidder. Award notification will be made within 5 to 10 business days after receipt. Evaluation interview meetings with finalists may be necessary. Submissions should be on the most favorable terms possible. The YWCA retains the right to reject any and all proposals received in response to this RFP.

Confidentiality – The contractor and the YWCA agree to keep the information related to all contracts in strict confidence. All information is to be treated on a “need to know basis.”

## **BID FORMAT**

All bids must be submitted on 8 ½" x 11" papers and categorized as stated in the bid sections.

### **Bid Sections**

- Contractor Information Form
- Bid Quotations
- References
- Insurance and Indemnity
- Contractor's Certifications Form
- Quotes to be separate by location

## *Scope of Work*

### *Existing 3-5 Yr. Old Playground*

- Develop drawing replacement of existing equipment.
- Remove swings.
- Remove old equipment and haul away.
- Trim all trees on playground.
- Replace steps and new ADA ramp to playground.
- Remove existing surfacing (astro -turf)
- Install new surfacing to meet Federal, State playground requirements.
- Meet ADA playground requirements.
- CPSI certification upon completion.
- Quote to be itemized with playground equipment and surfacing shown separately.
- Resurface/Repair asphalt leading to playground.
- **All work to be completed by June 15, 2021.**

## **YWCA Bid Specifications**

**We stress that our interest is in QUALITY WORKMANSHIP and SERVICE. YWCA properties are maintained in a first class manner.**

**The following items should be carefully read and acted upon accordingly:**

- 1. All Designs and Installations must meet Federal, State and Local codes for playground equipment for 3-5 years of age for the Early Head Start/Head Start equipment and surfacing.**
- 2. Playgrounds must be certified upon completion.**
- 3. All Areas will be free of all loose rock, gravel and debris.**
- 4. Job site is to be kept clean and safe at all times. The contractor shall comply with all provisions and requirements of the Occupational Safety and Health Act of 1970. The Contractor is fully responsible for the safety and health of all persons engaged in said work and acknowledges that, with respect to such persons, the YWCA shall not be construed as nor be held liable for any obligations as an employer within the meaning of the Act. Failure to comply with this provision will allow the YWCA to terminate the agreement immediately without notice.**
- 5. All bids and proposals rendered by the Contractor to the YWCA shall be quoted in prices good for 90 days. Contractor shall be responsible for careless workmanship. If a task is not performed to produce the specified, standard result, it shall be re-done at the Contractor's expense. Rework shall be performed without charge and shall not interfere with nor detract from the performance of regular, scheduled work.**
- 6. Some work to be performed after hours or on weekends which ever schedule provides the least disruption to YWCA daily operations.**
- 7. Davis Bacon Act is required for this bid package. (Certified payroll will be required when requested).**
- 8. Release of lien Waiver will be required at end of project before full payment can be made.**
- 9. Contractor must meet all bid requirements before last payment is made.**
- 10. Damage to YWCA property will be fully reimbursable to YWCA and be the responsibility of the contractor.**
- 11. Contractor and YWCA representative will discuss and review project specifications before the start of the project so as to eliminate any confusion or misunderstandings of work expectations to be performed.**
- 12. Contractor is to provide schedule for all services.**

- 13. No work called for in this proposal shall be subcontracted to another company, Contractor without prior approval of the YWCA.**
- 14. This is not an invitation or offer to contract and creates no obligations on the part of the YWCA and no rights on the part of the participant. YWCA reserves the right to reject or accept proposals in whole or in part, or to discuss different or additional terms to those contemplated by this RFP. YWCA may modify, amend, terminate or extend the RFP process for any or all participants, as YWCA shall deem appropriate.**
- 15. The participant will be solely responsible for any costs it may incur in connection with this RFP. YWCA is not liable for any of participant's costs or expenses, and will not reimburse participant for any of its costs or expenses under any circumstance, including rejection of any or all proposals or cancellation of the RFP.**
- 16. YWCA reserves the right to waive deficiencies, informalities or irregularities in any proposal received and to accept the proposal which, in the YWCA's own judgment is in the YWCA's own best interests. YWCA reserves the right to request new or additional information at any time prior to the submission of a proposal or in response to a proposal.**
- 17. YWCA has the right to negotiate with any participant during and following the RFP process, and as part of that negotiation, to negotiate changes, amendments or modifications to the proposal without disclosure to other participants and without offering other participants the opportunity to amend their proposals.**
- 18. The YWCA reserves the right to accept or reject any proposal without explanation.**
- 19. All personnel are to be employees of the Contractor, but will be subject at all times to approval of the YWCA. In addition, at the start of the contract, and continuing for as long as deemed necessary by the YWCA, at its sole election.**
- 20. Nothing herein contained shall be deemed nor construed by the YWCA or Contractor as creating the relationship of principal or agent or of a partnership or joint venture. It is understood that the Contractor is an independent contractor, supplying services to the YWCA. All work performed by the Contractor and its personnel will at all times be subject to review and acceptance by the YWCA. The YWCA reserves the right to modify these specifications at any time during the term of this agreement and negotiate added costs, if any.**
- 21. The Contractor shall comply with all applicable laws, regulations and ordinances in its business conduct at the YWCA and shall furnish the YWCA with copies of any and all permits, inspections and licenses required. Contractor to provide all necessary permits, inspections to complete the work.**

## **Conditions For Contractors' Bids**

### **1. Insurance and Indemnity**

Contractor shall carry and maintain such liability insurance as will protect Contractor and the YWCA from claims under any workers compensation acts and from any other damages from personal injury, including death, which may be sustained by Contractor's workers or any of their servants, agents, or employees and the general public, and from claims for property damage, which may be sustained by any of them. Contractor shall furnish a certificate included with this proposal acceptable to the YWCA that Contractor has in effect the following minimum level of insurance.

- a. *Workers Compensation Insurance* meeting statutory limits plus Occupational Disease Insurance, if separate Occupational Disease coverage is needed in the State of Missouri:
  - \$100,000 each employee
  - \$100,000 each person
  - \$500,000 policy limit
- b. *Comprehensive General Liability Insurance* with limits insuring against bodily injury, property damage, personal injury and advertising injury:
  - \$1,000,000 each occurrence
  - \$2,000,000 general aggregate
  - \$2,000,000 products/completed operations aggregate
- c. *Employer's Liability*:
  - \$100,000 each accident
  - \$100,000 disease – policy limit
  - \$500,000 each employee
- d. *Automobile Liability Insurance*:
  - \$1,000,000 each accident
- e. *Umbrella Excess Liability*:
  - \$5,000,000 each occurrence
  - \$5,000,000 aggregate
- f. *Bond*: All employees will be bonded in an amount not less than \$100,000 per occurrence.
- g. *Pollution Coverage*: Pollution coverage provided by Bodily Injury, Property Damage & Cleanup costs resulting directly from physical injury to tangible property due to accidental release of pollutants brought by Contractor to a job site with limits of \$100,000 each incident and \$100,000 aggregate.
- h. All liability policies shall name the YWCA as additional insured.

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless, the client and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the performance of the contracted service, provided that any such claim is attributable to bodily injury to or destruction of tangible personal property including the loss of use resulting there from, and to the extent only that it is caused in whole or in part by any negligent act or omission of the service contractor, anyone directly or indirectly employed by the service contractor, or anyone for whose acts the service contractor may be liable.

## Conditions for Contractors' Bids

### 2. References

List several of your current accounts of schools or office buildings in your bid and include the following information: account name, address, type, start date, contact name, title and telephone number.

### 3. Staffing

- a. The Contractor shall consider as **HIGH PRIORITY** the **IMAGE** of the employees assigned to the YWCA. We insist on cleanliness and well grooming.
- b. Staffing shall be as required to perform the necessary work to maintain the appearance of the YWCA facilities. We depend on the Contractor to know what it takes to do the job.
- c. The Contractor shall provide competent, **high-caliber** employees. The YWCA has the right to insist, in writing, that the staff be changed for any reason.
- d. In addition to normal service, the Contractor will be responsible for, at least, the following:
  - i. Contractor supervisory and management staff shall be available on request by the YWCA staff at **any time**.
  - ii. The Contractor executive management staff shall be available to meet with the YWCA at any time in order to review levels of service

### Requirements for Contractor's Bid

- a. State your firm's qualifications to prove you are professionally qualified for this job should your firm be awarded the contract.
- b. Should your firm be awarded the contract, state who your project manager, supervisors, lead persons will be and their qualifications for the job and position with your company.
- c. We are aware that it is difficult to obtain employees who are dependable, do quality work, and project an acceptable image to our YWCA buildings.
- d. The Contractor must submit a list of at least two (2) local emergency numbers of management level supervisory personnel who are authorized to dispatch backup working crews in the event of a request by the YWCA for such services.
- E. Must provide a working e-mail account for communication purposes.

**Contractor Information**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Emergency #: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Owner of Company: \_\_\_\_\_

Do you operate as a Corporation, in what state are you incorporated? \_\_\_\_\_

List names of officers:

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

Number of employees in St. Louis operation: \_\_\_\_\_

Total number of employees in company: \_\_\_\_\_

\_\_\_\_\_  
*Signature of principle or officer*

\_\_\_\_\_  
*Date*



## Contractor's Certifications

- A. The individual signing certifies that he/she is authorized to contract on behalf of the Proposer.
- B. The individual signing certifies that the Proposer is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the Proposer.
- C. The individual signing certifies that the prices in this proposal have been arrived at independently, without consultation or agreement, for the purpose of restricting competition.
- D. The individual signing certifies that the prices quoted in this proposal have not been knowingly disclosed by the Proposer prior to an award to any other Proposer.
- E. The individual signing certifies that there has been no attempt by the Proposer to discourage any potential Proposer from submitting a proposal.
- F. The individual signing certifies that he/she has read and understands all of the information in this Request for Proposal.
- G. The individual signing certifies that the Proposer does not have financial or other interest in the YWCA, which could be deemed as a conflict of interest.
- H. The individual signing certifies that the Proposer or any individual to be assigned to the contract does not have a record of conviction of child abuse or neglect or use of illegal drugs.
- I. The individual signing certifies that the Proposer is a minority vendor. **(YES) (NO)**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016 \_\_\_\_\_.

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*Proposer's Firm Name*

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*Signature of Proposer's Representative*

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*Printed Name and Title of Individual Signing*

