

CITY OF NORTH LITTLE ROCK, ARKANSAS
COMMERCE DEPARTMENT
Mary Beth Bowman, Director
Amy Smith, Assistant Director for Procurement
Crystal Willis, Admin. Sect./Assistant Purchasing Agent



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P.O. BOX 5757, NORTH LITTLE ROCK, AR 72119
501-975-8881 Phone
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REQUEST FOR PROPOSALS

RFP Number: 16-3412 Date Issued: October 28, 2016

Date & Time Bid Opening: Friday, November 18, 2016 at 2:00 p.m.

The City of North Little Rock is requesting Proposals for an:

*Inclusive Playground (One Heart Playground) Design and Installation
in Burns Park, North Little Rock, AR*

Proposal #1 (Defined within Scope of Services):

\$ _____

Proposal #2 (Defined within Scope of Services):

\$ _____

Specifications attached.

For technical questions and/or comments, please contact Jeff Caplinger, CPRP at 501-791-8540 or jcaplinger@nlr.ar.gov.

For bid procedural questions and/or comments, please contact the Commerce Department.

The City of North Little Rock encourages participation of small, minority, and woman own business enterprises in the procurement of goods, services, professional services, and construction, either as a general contractor or sub-contractor. It is further requested that whenever possible, majority contractors who require sub-contractors, seek qualified small, minority, and woman businesses to partner with them.

If you are obtaining this bid from our website, please be reminded that addendums may occur. It is therefore advisable that you review our listings for attachments including any changes to the bid.

Note: FAILURE TO FILL OUT AND SIGN THE INVITATION TO BID SHEET WILL RESULT IN REJECTION OF THE BID.

EXECUTION OF BID

Upon signing this page, the organization certifies that they have read and agree to the requirements set forth in this bid including conditions set forth and pertinent information requests.

Name of Firm: _____ Phone No.: _____

Arkansas Tax Permit No.: _____

Business Address: _____

Signature of Authorized Person: _____

Title: _____ Date: _____, 2016

UNSIGNED BID COVER SHEET WILL BE REJECTED.

Inclusive Playground

Project Title: One Heart Playground

Background / Description

There are multiple playground areas in Burns Parks, with most of them being accessible. Too often a playgrounds are designed for the children to be able to play without considering the child may have no or minimal impairments while the parent may have a significant impairment and is then unable to interact with their child on the playground. The playground should be usable by children with varying degrees of physical and sensory impairments and allow parents/grandparents with physical impairments to be able to interact with their children/grandchildren. With no fully inclusive playgrounds open to the general public in the North Little Rock area, Burns Park wants to have a multi-function Inclusive Playground. Burns Park has selected an area in the park (Appendix A) that is very shaded with trees on a gentle slope. The entire site will need to be developed within this scope (play areas, sidewalks, sub grade, fill, site furnishings, etc.). The project should be able to be developed as one unit or within two - three phases.

One Heart Playground was inspired by Emma Wasson. Emma was born with a congenital heart defect and Turner Syndrome. Through her difficult journey of hospital stays, surgeries, treatments, and medications, Emma always found JOY in the midst of hardship. You could find her smiling and singing almost every single day! Emma changed her parents' life and heart in ways that are unexplainable. One Heart Playground demonstrates some of the ways Emma has inspired her parents, friends, family, strangers, and the North Little Rock Parks and Recreation Staff. You are born with "one heart". Emma's heart was born broken, but we are blessed with a whole heart, we owe it to ourselves to keep it healthy and improve our quality of life.

Site Conditions

Area is approximately 20,000-25,000 square feet is mostly shaded by a variety of small, medium, and large trees are scattered throughout a gently sloped area. No structures exist in the area. Area is blocked on south side by a small ravine and road on the south side; a medium ravine that will need an elevated walkway added to access the area from an existing parking lot on the west, a sidewalk and pavilions on the east; and medium ravine and pavilions on the north.

Scope of Services

The Parks and Recreation Department is requesting two (2) proposals. One proposal will include the playground equipment, installation on-site, surfacing material and installation, any shipping costs and necessary permit fees, concrete, fencing and work to prep the site for installation. The other proposal will include the playground equipment, installation on-site, surfacing material and installation, any shipping costs and necessary permit fees, and notes needed for site prep work and concrete work which will be performed in-house.

Design Specifications

Design a commercial grade accessible playground including, but not limited to, the specifications below:

- Capacity: Playground should have a capacity of 40+ children
- Ages served: 2-12 years old
- Playground style: (preferred) multiple hubs with a central hub
- Playground material: metal/plastic - All structures and components are to be surface mounted on no less than a 5" diameter post and rubber coated decks.
- Ground space: approximately 15-20,000 square feet within an oval shaped area approximately 185 feet by 260 feet
- Impact surfacing: some wood carpet areas between hubs; poured in place or bonded rubber in equipment areas
- Access: The playground will be in an area that will need to be accessed from at least two parking areas. The design should include walkways from these parking areas to the playground. Access from

one parking area will require a ramp/elevated walkway/bridge across a ravine. This is planned to be the main entrance (see Appendix A).

- Ramps: Double size where appropriate to allow two wheelchairs to pass; Structural support of ramps should be minimal; Use of natural or man-made berms for ramp support is preferred to give a more natural appearance
- Features to be included, but not limited to:
 - Type of play equipment, height, and design is open to creativity of the vendor. Wooden fixtures are not acceptable.
 - All levels of structures should provide a play opportunity as well as parallel play where possible.
 - Areas of play where parents with mobility and sensory impairments are able to play and interact with their children
 - It is required that the play units provide for a varying degree of motor and sensory impairments
 - The entire play area shall meet all ADA requirements and provide opportunities for children 2 – 12 years of age in an integrated system. Elements and features must be identified.
 - Separation between 2-5 and 5-12 years of age components preferred.
 - Signage representing each age appropriate area
 - The elements should be unique and fun to stimulate imaginative play.
 - Play structure shall include a slide safe for children with cochlear implants.
 - Play structure elevation changes should be denoted with a color and/or texture change.
 - Shaded/canopied structures are incorporated throughout the play area to minimize sun exposure, limbs, leaves, and other debris from trees in the area.
 - Shade/canopy areas can be a combination of hard (not plastic) and soft material.
 - Sensory stimulating activities are to be placed throughout the play area.
 - Opportunities for children to climb and rest should be included. (i.e. climbing nets with seats, various levels of monkey bars etc.)
 - Opportunities for spinning, rocking, gliding etc. should be included.
 - Transfer areas shall be included at slide entry areas.
 - Stand-alone components shall be included.
 - A fence and walking path around the play area
 - Specific equipment requests from our ‘friends’:
 - Sensory dome(s)
 - Sit in merry-go-rounds
 - An area for adult (with and without physical limitation) fitness/yoga
 - Donor display area/pavers
 - Donation plaques for certain playground pieces
 - Benches and picnic area accessible for wheelchairs
 - Musical area and include one stand-alone piece of musical equipment with customization
 - Climbing area/wall
 - Sensory walls
 - Swings with high back and 5 point harness
 - Flat swing(s)
 - Roller table
 - See-saw
 - Education panels/signs/exhibits about inclusion, heart defects, and other impairments that are child friendly/appropriate

The playground equipment should be in full compliance with both the American Society for Testing and Materials (ASTM) and the Consumer Product Safety Commission (CPSC) guidelines. The playground equipment also needs to be readily accessible to, and useable by, individuals with disabilities, to be in compliance with the Americans with Disabilities Act (ADA) requirements for new structures.

A post-construction safety audit by an independent third party will need to occur before the playground is deemed accepted.

Other Specifications

- Assistance with fundraising efforts in developing plan of action, promo materials for potential sponsors and donors
- An animated fly-through of the design (to be available at formal presentation)
- Provide, when available, a piece of equipment to have on view during fundraising events

Maintenance of Equipment

Preferred: Vendor should have a local (Pulaski County preferred, or within Arkansas) contractor be available for maintenance and repairs during warranty time period.

Installation of Equipment

Preferred: Vendor should use local (Pulaski County preferred, or within Arkansas) contractors for installation and site prep work.

Project Schedule

Project should begin 6 weeks after signed contract with project completion by May 15, 2017.

Project Budget

\$175,000 - \$250,000

Cost of Preparing Proposal

Any costs incurred in the preparation of the proposals and formal presentation, if selected, are solely the responsibility of the respondents. The City of North Little Rock will provide no reimbursements for such costs. Any cost associated with any oral representatives to the City will be the responsibility of the respondent and may not be billed to the City.

Selection Criteria

Please be advised that this is request for proposal process, not a straight bid or quote process. Project committee will take into account factors such as design, product specification, warranty information, and company history with NLR Parks and Recreation and other municipalities in regards to selection. It is our quest to get the best quality product.

The City reserves the right to request clarification of information submitted and to request additional information of one or more respondents prior to decision making.

The project committee will select its top three and invite those back for a formal presentation within ____ (___) days of the bid opening and scheduled at a mutually convenient time.

The winning proposal will be selected by a project committee based on cost, quality, overall design, etc.

The City reserves the right to accept or reject any or all proposals received as a result of the request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Proposal if it is in the best interest of the City of North Little Rock.

Submission of Proposals

Two copies of the proposal must be submitted to:

Mary Beth Bowman
Director of Commerce
City of North Little Rock
120 Main Street
North Little Rock, AR 72114

In order to be considered, proposals MUST BE RECEIVED in the office of the Department of Commerce, 120 Main Street, North Little Rock, AR 72114 no later than 10:00 a.m., _____, _____, 2016 at which time and place proposals will be opened and read aloud.

All proposals must be submitted in a sealed envelope clearly marked. Any proposal not submitted in compliance with the instructions contained in this section and/or not containing the information requested by Section ____ may be declared “nonresponsive” and may not be considered.

Proposals must be signed by an individual authorized to bind the respondent to the provisions of the RFP and shall remain in full force and effect for ninety (90) days following the date of such opening. Respondent should also be available for a formal presentation, if respondent’s proposal is selected as a finalist candidate. Any such formal presentation will be scheduled at a mutually convenient time.

Ownership of all data, materials, and documentation originated and prepared for the City of North Little Rock pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with Arkansas’s Freedom of Information Act.

Proposer’s Certification

By signature on the proposal, the respondent certifies that it complies with:

- The laws of the state of Arkansas.
- All applicable local, state, and federal laws, codes, and regulations.
- All terms, conditions, and requirements set forth in this RFP.
- A condition that the proposal submitted was independently arrived at without collusion.

If any Respondent fails to comply with the provisions stated in this paragraph, the City reserve the right to reject the proposal, terminate the contract, or consider the contractor in default.

No Contact Policy

Any contact with any City representatives, related officials, or representatives other than those outlined in the RFP is prohibited. Such unauthorized contact may disqualify the Contractor from this procurement.

RFP Proposal and Clarification

All questions must be submitted in writing via email. Response to relevant questions will posted on the Commerce web page at nlr.ar.gov, click on the “Business” tab, then click on “Bids and Vendors and then on “Current Bids”.

Questions related to this RFP should be directed to:

Jeff Caplinger

Project Coordinator

North Little Rock Parks and Recreation

Phone: 501-791-8540

Email: jcaplinger@nlr.ar.gov

Format for Proposals

Proposals must include, but are not limited to the following:

- All play components/elements must be listed separately for easy identification.
- Vendors submitting more than one option need to clearly state options and pricing.
- Description of product warranty and liability coverage (if provided)
- Approximate time frame for delivery and installation of materials, equipment, etc.
- List of at least three sites, preferably nearby, with comparable equipment, and a name and phone number of a contact person at each site
- Location of the office from which management of this project will be performed

- Describe your company's experience in providing services described herein. Specifically describe your experience in providing services to municipalities and with agencies in the State of Arkansas; include the size of your company.
- Describe your company's experience with assisting municipalities and other organizations with promotional and fundraising efforts.

Subcontracts

The Contractor is fully responsible for all work performed under this Contract. The Contractor may, with the consent of the City, enter into written subcontract(s) for performance of certain of its functions under the Contract. Subcontractors must be approved in writing by the City prior to the effective date of any subcontractor.

No subcontract, which the Contractor entered into with respect to performance under this Contract, shall in any way relieve the Contractor of any responsibility for performance of its duties.

Compliance with Federal, State and Local Laws

The Contractor and its subcontractors shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations thereunder, and Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by the law), marital status, political affiliations, handicap, sexual orientation or gender identification. The Contractor must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, handicap, sexual orientation or gender identification. Such action shall include, but not be limited to, the following:

1. Employment
2. Promotion
3. Demotion or transfer
4. Recruitment or recruitment advertising
5. Layoff or termination
6. Rates of pay or other forms of compensation
7. Selection of training, including apprenticeship

The Contractor shall comply with the nondiscrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, national origin, sex, or sexual orientation and the implementing rules and regulations prescribed by the Secretary of Labor with Title 41, Code of Federal Regulations, and Chapter 60. The Contractor and any subcontractor shall comply with Arkansas Act 954 of 1977.

The Contractor shall comply with regulations issued by the Secretary of Labor of the United States in Title 20, Code of Federal Regulations, Part 741, pursuant to the provisions of Executive Order 11753 and the Federal Regulation Act of 1973. The Contractor Shall be responsible for insuring that all subcontractors comply with the above-mentioned regulations.

The Contractor and its subcontractors shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations thereunder, and Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended.

Waiver

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the Contract will be waived except by the written agreement of both parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation or undertaking to be kept, performed, or discharged by the part to which the same may apply; and, until complete performance or satisfaction of all such covenants, conditions, duties, obligations,

and undertakings, any other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

Conflict of Interest

Respondent, by responding to this RFP, certifies that to the best of its knowledge or belief, no elected/appointed official or employee of the City is financially interested, directly or indirectly, in the services specified in this RFP.

The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the respondent's proposal. The City's determination regarding any questions of conflict of interest is final.

Public Records

Respondent understands that the proposal is a "public record", and the public shall have access to all documents and information pertaining the Response and the RFP, subject to the provisions of Arkansas' FOIA. The Respondent, by submitting a proposal, acknowledges that the City may provide public access to and/or copies of all documents subject to disclosure under applicable law.

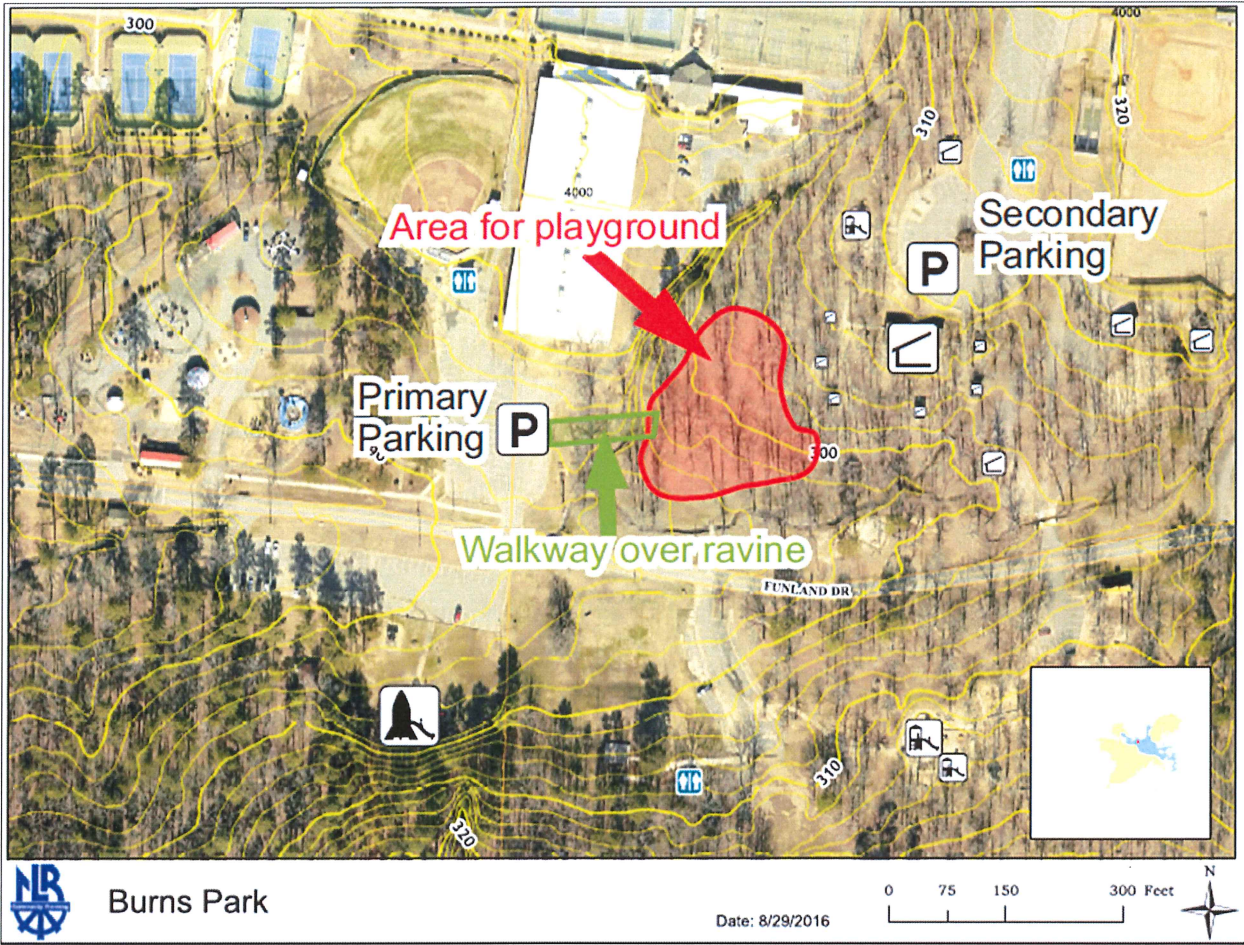
Nondiscrimination

Respondent agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFP. Furthermore, Respondent agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

Warranties

All equipment, structures, surfacing, installation must have a warranty.

Appendix A



**TERMS AND STANDARD CONDITIONS
CITY OF NORTH LITTLE ROCK, ARKANSAS**

PLEASE READ CAREFULLY

1. When submitting an "Invitation to Bid," the bidder warrants that the commodities covered by the bid shall be free from defects in material and workmanship under normal use and service. In addition, bidder must deliver new commodities of the latest design and model, unless otherwise specified in the "Invitation to Bid."
2. Prices quoted are to be net process, and when an error is made in extending total prices, the City may accept the bid for the lesser amount whether reflected by extension or by the correct multiple of the unit price.
3. Discounts offered will be taken when the City qualifies for such. The beginning date for computing discounts will be the date of invoice or the date of delivery and acceptance, whichever is later.
4. When bidding other than the brand and/or model specified in the "Invitation to Bid," the brand and/or model number must be stated by that item in the "Invitation to Bid," and descriptive literature be submitted with the bid.
5. The City reserves the right to reject any and all bids.
6. The Purchasing office reserves the right to award items, all or none, or by line item(s).
7. Quality, time and probability of performance may be factors in making an award.
8. Bid quotes submitted will remain firm for 30 calendar days from bid opening date; however, the prices may remain firm for a longer period of time if mutually agreeable between bidder and the Commerce Department.
9. Bidder must submit a completed signed copy of the front page of the "Invitation to Bid" and must submit any other information required in the "Invitation to Bid."
10. In the event a contract is entered into pursuant to the "Invitation to Bid," the bidder shall not discriminate against any qualified employee or qualified applicant for employment because of race, sex, color, creed, national origin or ancestry. The bidder must include in any and all subcontracts a provision similar to the above.
11. Sales or use tax is not to be included in the bid price, but is to be added by the vendor to the invoice billing to the City. Although use tax is not to be included in this bid, vendors are to register and pay tax direct to the Arkansas State Revenue Department.
12. Prices quoted shall be "Free on Board" (F.O.B.) to destination at designated facility in North Little Rock. Charges may not be added after the bid is opened.
13. In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason to any of such bidders or split in any proportion between them at the discretion of the Commerce Department.
14. Specifications furnished with this Invitation are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product available at the lowest possible price. Other than designated brands and/or models approved as equal to designated products shall receive an equal consideration.
15. Samples of items when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will become property of the City.
16. Bids will not be considered if they are: 1. Submitted after the bid's opening time. 2. Submitted electronically or faxed (unless authorized by Purchasing Agent).
17. Guarantees and warranties should be submitted with the bid, as they may be a consideration in making an award.
18. **CONSTRUCTION**
 - A. Contractor is to supply the City with evidence of having and maintaining proper and complete insurance, specifically Workman's Compensation Insurance in accordance with the laws of the State of Arkansas, Public Liability and Property Damage. All premiums and cost shall be paid by the Contractor. In no way will the City be responsible in case of accident.
 - B. When noted, a Certified check or bid bond in the amount of 5% of total bid shall accompany bid.
 - C. A Performance Bond equaling the total amount of any bid exceeding \$10,000.00 must be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement (pursuant to Act 351 or 1953 as amended by Act 539 of 1979).
19. **LIQUIDATED DAMAGES** - Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on this bid form and/or provided for by the plans and specifications.
20. **AMBIGUITY IN BID** - Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the City.
21. The bid number should be stated on the face of the sealed bid envelope. If it is not, the envelope will have to be opened to identify.
22. Whenever a bid is sought seeking a source of supply for a specified period of time for materials and services, the quantities of usage shown are estimated ONLY. No guarantee or warranty is given or implied by the participants as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for the bidders information ONLY and will be used for tabulation and presentation of bid and the participant reserves the right to increase or decrease quantities as required.
23. The City of North Little Rock reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired, and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, the City of North Little Rock may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.
24. Additional information or bid forms may be obtained from:
COMMERCE DEPARTMENT, 120 Main Street, P.O. Box 5757, North Little Rock, Arkansas 72119 (501) 975-8881 www.nlr.ar.gov

Bidding documents must be submitted on or before the bid's opening date and time. Unless noted, sealed bids must be submitted to the Commerce Department at 120 Main Street, North Little Rock, AR 72114 or PO Box 5757, North Little Rock, AR 72119