



CITY OF KYLE, TEXAS REQUESTS FOR PROPOSAL (RFQ)  
**GREGG CLARKE PARK SPLASH PAD: RFQ-2022-11-PARD**

SPECIFICATIONS AND GENERAL PROPOSAL REQUIREMENTS FOR THE GREGG CLARKE PARK SPLASH PAD

NOTICE TO RESPONDERS:

The City of Kyle is accepting proposals for the selection of a vendor for design, furnishing, permitting, delivering, and installing one (1) splash pad located at Gregg Clarke Park as stated in this RFQ and posted on our website: [www.cityofkyle.com](http://www.cityofkyle.com). The City of Kyle invites qualified companies to submit proposals to provide complete architectural and engineering design and construction cost estimates for the construction of a new splash pad at Gregg Clarke Park. The city is seeking a company with splash pad experience as well as experience working with public municipal agencies. Proposals marked **GREGG CLARKE PARK SPLASH PAD: RFQ-2022-11-PARD** are to be submitted to:

Mariana Espinoza  
City of Kyle, Director of Parks and Recreation  
700 Lehman Rd Kyle, TX 78640  
(512) 262-3939

**REQUEST FOR PROPOSAL DEADLINE: 5:00 PM, WEDNESDAY, NOVEMBER 2, 2022**

All proposals received will be reviewed by City Staff. The staff's recommendation will go to the Kyle City Council for final approval.

Proposals should be clearly marked, "**GREGG CLARKE PARK SPLASH PAD: RFQ-2022-11-PARD**". Any proposal received later than the specified time, whether delivered in person, postal mail or emailed shall be disqualified. The City of Kyle will not be responsible for delivering mail from the post office. The City of Kyle will not be responsible for proposals delivered to any location other than the one specified above. The City of Kyle will not be responsible for emailed proposals that did not get into "in-box". Respondents are encouraged to hand deliver their proposals well ahead of opening time or follow up to confirm their proposals were received before deadline.

The City of Kyle reserves the right to reject any or all proposals submitted. Resolution 795-Adopted March 20, 2012: The City of Kyle City Council hereby gives local preferences if the contractor meets requirements under the Local Government Code Section 271.9051.

The City of Kyle is exempt from taxation under the Sales Tax and Use Tax Laws, and proposals shall not include such taxes.

SCOPES:

1. A site visit is required prior to any company submitting a proposal. The site visit must be accompanied by a City of Kyle representative. Site visits may be scheduled during normal business hours between October 19, 2022,

and October 28, 2022. To schedule a visit, please contact City of Kyle Director of Parks and Recreation as listed above.

2. This Request for Proposal is for one (1) year of services beginning with November 9, 2022.
3. The Request for Proposal is to include cost estimates to include, but not limited to design and construction of one (1) splash pad.
4. It is customary and common for City Departments to request proposals for participation in programs funded or sponsored by the City. Gregg Clarke Park is fully funded by City tax dollars. Funding for this project is available in the approved capital improvements plan as funded by the 2020 General Obligation Bonds authorized by voters.
5. Therefore, the agreement to provide these services must be open to all interested in submitting a proposal. By submitting an RFQ, the organization agrees to the terms and proposals being submitted.
6. The Kyle Parks and Recreation Department reserves the right to accept or reject any proposal submitted for any and all reasons.
7. Design, furnishing, permitting, delivering, and installing a splash pad and all associated costs are limited to only the area and splash pad features and components allowed within budget.
8. The designed splash pad must meet the safety, design, and construction standards for quality splash pad designs. The City of Kyle expects Gold Standard Design.
9. The splash pad must be built in full compliance with all applicable local, state, and federal regulations during the construction phase.
10. The splash pad must be designed to make efficient water consumption. The design should include the recirculation type and zero-depth play area.
11. The splash pad should be designed to include an electronic system to program the hours of operation, automated tank filling, and automated dosing of water chemicals.
12. The splash pad should be designed primarily for youth ages 2-12 and include accessible play features.
13. The contractor must participate in a community involvement process to produce the final splash pad design. At a minimum, this will include 1-2 public meetings.
14. For installation, the contractor shall make all necessary utility connections (electric, water, and sewer).
15. The contractor shall install the splash pad in an order that will ensure proper installation of equipment, establish correct heights, provide adequate drainage and prevent contamination of all circulation system lines.
16. Winning proposals shall work with the City to obtain access agreements and applicable liability insurance policies.
17. The Contractor shall provide Certificate of Liability equal to or exceeding \$1,000,000 for General Liability, which will cover performance of its services under this agreement. The contractor will carry complete, adequate workmen's compensation insurance covering all employees of the contractor. Current certificates of all insurance, showing the City as an additional insured, must be submitted to and maintained on file with the City.
18. The Contractor will comply with all applicable federal, state, county and city ordinances and regulations in performing all services to be rendered by the Contractor under this Agreement. The City will comply with all applicable federal, state, county, and city ordinances and regulations in maintaining the Splash Pad.
19. The contractor shall provide cell phone contact information to ensure communication during the Splash Pad construction.
20. The contractor shall provide a written timeline of the Splash Pad construction and design.
21. The proposal shall include a company narrative that includes, but not limited to:
  - The history of the company
  - The experience of the company's principals
  - A descriptive narrative of the proposed Splash Pad
  - The number of splash pads and municipalities the company has worked with in Texas in the past five years similar to the scope and size of this proposal and a list of these Texas cities of similar size and scope with contact information for reference purposes.

- Photos, video or links to videos of splash pads that the company has completed during the last 5 years in Texas of similar size and scope.

22. The City of Kyle reserves the right to increase, decrease and/or adjust the Splash Pad needs based on adopted budget.

**RFQ RESPONSE FORMAT:**

The proposal shall be submitted that shows the final total costs to complete all scopes listed. It is required that you complete and return the RFQ Response Page and all supporting documents as listed in Scope to be considered.

**TERMINATION FOR DEFAULT:**

The City of Kyle reserves the right to enforce the performance of successful proposal in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of agreement. The City reserves the right to terminate the agreement immediately in the event the successful proposal fails to: 1) meet delivery schedules; 2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another proposal, purchase elsewhere and charge the full increase in cost and handling to defaulting successful proposal.

**TERMS OF PAYMENT:**

Any conditions other than payment in full 30 days after services provided shall be included in proposal. This includes deposits and payments made the night of the show must be written in the proposal.

**LIABILITY INSURANCE:**

The Contractor shall provide Certificate of Liability equal to or exceeding all State minimum required coverage and listing City of Kyle as additional insured. Proposal shall also provide evidence of worker's compensation insurance for all employees performing work on City Property.

**RECORDS AND INSPECTIONS:**

Contractor shall maintain full and accurate records with respect to all matters covered under this agreement for a period of three years after the expiration or termination of this agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

**PERMITS AND APPROVALS:**

Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals needed in the performance of this agreement.

**REFERENCES:**

Required with Scope 11.

**RFQ SUBMITTAL SCORING:**

All complete proposals received will be reviewed by City Staff. The Staff's recommendation will go to City of Kyle Parks and Recreation Board for recommendation and then the Kyle City Council for final approval.

**Scoring Matrix:**

Total cost to provide service based on Scope, including cost to provide the design and construction- 80%  
References- 20%

RFQ SUBMITTAL PAGE

This page (page 4) shall be included in the submitted sealed proposal. Please submit 4 copies of the proposal.

Total Cost Splash Pad design, furnishing, permitting, delivering, and installing as described in Scope of RFQ for 2022:  
(Cost of permits, licenses and insurance shall be included in these amounts) \_\_\_\_\_

Breakdown of design and construction? \_\_\_\_\_

Payment for design and construction: (please check one)

- Full payment 30 days after show
- Deposit of \_\_\_\_\_% made \_\_\_\_\_ days before show and balance paid in full \_\_\_\_\_
- Full Payment made

Included in this submission package at these required supporting documents:

\_\_\_\_\_ A copy of a certificate or sample certificate of Insurance showing at least \$1M in General Liability and Statutory Workers Comp (Scope 6)

\_\_\_\_\_ Company Narrative (Scope 11)

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

Company Mailing Address: \_\_\_\_\_

Contact for Company/Vendor: \_\_\_\_\_ Email: \_\_\_\_\_

Daytime Phone Number: \_\_\_\_\_

I, the undersigned agent for the company named above, certify that I am duly authorized to execute the proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other provider, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this RFQ.

Authorized Company Official (signature): \_\_\_\_\_

Authorized Company Official's Name: (printed): \_\_\_\_\_

Date Signed: \_\_\_\_\_