



CITY OF KYLE, TEXAS REQUESTS FOR PROPOSAL (RFQ)

DESIGN BUILD SERVICES FOR LAKE KYLE PARK INCLUSIVE PLAYGROUND: RFQ-2023-03-PARD

SPECIFICATIONS AND GENERAL PROPOSAL REQUIREMENTS FOR THE DESIGN CONSTRUCTION FOR THE CITY OF KYLE INCLUSIVE PLAYGROUND

NOTICE TO RESPONDERS:

The City of Kyle is accepting proposals for the selection of a Design Build firm/team for the design construction of one (1) inclusive playground located at Lake Kyle Park as stated in this RFQ and posted on our website: 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 inclusive playground at Lake Kyle. The city is seeking a company with Inclusive playground experience as well as experience working with public municipal agencies. Proposals marked **DESIGN BUILD SERVICES FOR LAKE KYLE PARK INCLUSIVE PLAYGROUND: RFQ-2023-03-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, JANUARY 4, 2023

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, "**DESIGN BUILD SERVICES FOR LAKE KYLE INCLUSIVE PLAYGROUND: RFQ-2023-03-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 8:00 A.M. – 5 P.M. between December 14, 2022, and January 3, 2023. 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 January 17, 2023.
3. The Request for Proposal is to include cost estimates to include, but not limited to design and construction of one (1) inclusive playground.
4. It is customary and common for City Departments to request proposals for participation in programs funded or sponsored by the City. Lake Kyle 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. Therefore, the agreement to provide these services must be open to all interested in submitting a proposal. By submitting an RFP, the organization agrees to the terms and proposals being submitted.
5. The Kyle Parks and Recreation Department reserves the right to accept or reject any proposal submitted for any and all reasons.
6. The proposed budget for this project is not to exceed \$200,000. Design, construction, and all associated costs are limited to only the area and skatepark features and components allowed within budget.
7. The designed inclusive playground must meet the safety, design, and construction standards for quality skatepark designs. The City of Kyle expects Gold Standard Design.
8. The inclusive playground must be built in full compliance with all applicable local, state, and federal regulations during the construction phase.
9. The contractor must participate in a community involvement process to produce the final playground. At a minimum, this will include 1 public meeting.
10. Winning proposals shall work with the City to obtain access agreements and applicable liability insurance policies.
11. 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.
12. 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 playground.
13. The contractor shall provide cell phone contact information to ensure communication during the design and construction of the inclusive playground.
14. The contractor shall provide a written timeline of inclusive playground construction and design.
15. 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 pool improvements
 - The number of inclusive playground 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 Skate Parks that the company has completed during the last 5 years in Texas of similar size and scope.

16. The City of Kyle reserves the right to increase, decrease and/or adjust the inclusive playground needs based on adopted budget.
17. Warranty: The contractor shall warrant to the City that materials and equipment furnished under the agreement will be of good quality and new unless otherwise required or permitted by the City in writing, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the contract documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The warranty shall extend for a period of one year after the date of Substantial Completion or Occupancy of the work, whichever occurs first. Longer standard warranties shall be provided when manufacturer and/or installers provide longer standard warranties, or when the contractor's proposal includes an offer for longer warranties. The contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the contractor, improper or insufficient maintenance, improper operations, or normal wear and tear and normal usage.
18. The site is to be an all-inclusive playground that will have a regional draw. This is to be a unique design. This all-inclusive playground should complement City Park and those attractions within the Park, the City of Kyle and Hays County. The scope of the playground will need to include the following features but not limited to:
 - a. Swings for all abilities
 - b. Safety surface for entire playground
 - c. All-inclusive design components/standards for all abilities
 - d. Comply with and exceed ADA accessibility guidelines/recommendations
 - e. Installer is to ensure all drainage is included. This would include all surface and subsurface drainage to ensure water is removed away from the structure. Installer must also ensure the structure does not adversely affect existing drainage patterns within the park.
 - f. Safety surface shall be used for the entire site of the play structure and swings.
 - g. Backfilling and grading around the structure must be included. Backfilling should be provided to a distance of 20 feet from structure curbing, or until it matches surround grade, at a slope no steeper than 5:1
 - h. Installer must contact City representative prior to setting concrete forms to ensure proper drainage and layout.
 - i. Installer is to provide concrete curbing/sidewalk around entire playground. No use of existing sidewalk for curbing should be assumed.
 - j. Accessible access from the park road to the playground will be required as shown in the design.
 - k. Due to the general area of the playground, limited design should be used for landscape plantings as the site should be as maintenance free as possible.
19. Playgrounds should consider and include components of each type of play.
 - a. Active
 - i. Description: Active play includes running, jumping, swinging to and fro, rolling, reaching, climbing, spinning, and balancing. Active play moves the user's body up, down, and around.
 - ii. Examples: Swings, see saws, climbers, balance beams, stepping pods, upper body equipment, rotating equipment, etc.
 - b. Passive/Reflective
 - i. Description: Passive and reflective play includes watching, resting, thinking, and day dreaming
 - ii. Examples: Benches, activity panels, seating walls, creative seats and spaces.
 - c. Creative

- i. Description: Creative play includes drawing, crafting, painting, coloring, writing, singing, drumming, and dancing. Creative expression encourages children to communicate and connect and provides an opportunity for discovery.
 - ii. Examples: Alphabet panels, tic tac toe, creative play panels, drums and musical equipment.
 - d. Imaginative
 - i. Description: Imaginative play includes dressing up, make-believe, and pretend play. This also can include manipulative play pieces, building, pouring, scooping, sifting, stacking, altering, and combining.
 - ii. Examples: Play houses, store panels, puppet panels, themed play equipment, and nature play.
 - e. Social
 - i. Description: Social play includes opportunities for talking, sharing, taking turns, team play, following the rules and playing sports. The design should include space for users to congregate and to transition between different play components.
 - ii. Examples: Multiuser play equipment such as rockers and teeter totters, spaces to interact with other individuals.
 - f. Sensory
 - i. Sight (Vision)
 - 1. Description: Playgrounds can be colorful and vibrant or subtle and natural, but they should be visually interesting. Playground design and color selection shall provide contrast in light and shadow for the visually impaired. There should be a variety of shapes, layers, words, and letters. Playgrounds shall provide the opportunity for the user to track movement with the eyes and learn to filter and distinguish necessary versus unnecessary information.
 - 2. Examples: Panels, diversity of color and texture, hidden shapes and animals molded into plastic.
 - ii. Sound (Audition)
 - 1. Description: Sound is the perception of differing vibrations. Different materials allow the brain to interpret and recognize tones in low and high range stimuli.
 - 2. Examples: Drums, chimes, bells.
 - iii. Touch (Somatosensory)
 - 1. Description: Touch is the perception of differing textures and pressures. Playgrounds shall provide components that elicit a reaction as a result of touch.
 - 2. Examples: Raised lettering, channel grooves in panels and slides, rough and smooth surfaces.
 - iv. Smell (Olfaction)
 - 1. Description: The sense of smell is tied to memory and emotions and supports touch. The selection of materials contributes to the olfactory experience of the user.
 - 2. Examples: Metals versus plastics, wood fiber versus rubberized surfacing.
 - v. Temperature
 - 1. Description: The material selection, relationship to sun and wind, and placement of playground contribute to the experienced temperature on the playground. Temperature is tied to safety and comfort and the sense of touch. Design and component selection shall avoid metal slides and swings shall be oriented so the user is not looking into the sun while swinging. Playground shall be naturally shaded or provide shade to the users.

2. Examples: Avoid metal slides, avoid dark colors on high touch components, canopies and roofs
- vi. Balance (Vestibular)
 1. Description: Balance registers acceleration, g-force, and body movements and head position. It includes the body position relative to gravity and movement. The balance of auditory and visual processing related to balance, attention, eye control, and coordination. Play equipment shall encourage reach, with intermediate steps and handrails, and provide transitions of varying heights.
 2. Examples: Suspension bridges, balance beams, standing rocking equipment, climbers.
- vii. Body Awareness (Proprioception/Kinetic)
 1. Description: Body awareness is how bodies are positioned in space, their proximity to equipment and other users, and the strength and effort needed for the movement. Playgrounds shall provide graduated challenges that can be continuously changing and provide opportunities for growth. This is similar to vestibular, but it includes relationship between energy and body parts. The need is for jumping, grasping, opening and closing.
 2. Examples: Swings, see saws, climbing bars, rotating equipment.

RFP 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 RFP 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.

RFP 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 Inclusive playground design and construction as described in Scope of RFP 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 RFP.

Authorized Company Official (signature): _____
Authorized Company Official's Name: (printed): _____
Date Signed: _____