

## REQUEST FOR PROPOSAL 24-003 INTERACTIVE OUTDOOR PLAYGROUND/THERAPY PROJECT

## PART I

## **GENERAL REQUIREMENTS**

**1. PURPOSE**: The Williamson County Children's Advocacy Center, herein after "CAC", seeks to enter into an agreement with a qualified Individual, Firm or Corporation, (Respondent), to provide all labor and materials necessary to provide solutions that include the design, manufacturing, installation of interactive outdoor playground and equipment at the CAC.

#### Respondents are required to bid on both parts of the project.

**2. BACKGROUND**: The CAC is a non-profit organization, and our mission is to provide hope, healing, and justice for children and families impacted by abuse, violence, and exploitation in our community. The CAC recently renovated the current facility and expanded additional square footage to add a community room and meeting spaces. The CAC's FY24 Adopted Budget includes funds for an outdoor playground/therapy interactive area at the CAC that are funded by a Federal grant through the City of Leander. The areas/parts of the project include the Client outdoor playground area and therapy outdoor play area with an adjacent hardtop area.

Complete specifications can be viewed in Attachments D and E of this solicitation.

The estimated budget for this project is \$145,000.

## 3. SOLICITATION PACKET: This solicitation packet is comprised of the following:

Part I – General Requirements	Page(s) 1-3
Part II – Insurance Requirements	Page 4
Part III –Terms and Conditions	Page(s) 5-7
Part IV – Scope of Work and Specifications	Page(s) 8-11
Attachment A – Bid Sheet	Page 12
Attachment B – Reference Sheet Attachment C – Subcontractor Information Form Attachment D – Part #1 Client Outdoor Interactive Playground Area	Page 13 Page 14 Page 15
Attachment E – Part #2 Child Therapy Outdoor Play Area	Page 16

## 4. AUTHORIZED CONTACT: For questions or clarification of specifications, you may contact:

Williamson County Children's Advocacy Center Darlene Lewis Chief Operating Officer Telephone: 512-943-3657 dlewis@wilcocactx.org

The individual listed above may be contacted by telephone or visited for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the CAC.

#### 5. SOLICITATION SCHEDULE: It is the CAC's intention to follow the solicitation timeline below:

Solicitation released	March 31, 2024
Pre-solicitation meeting and site visit	Friday, April 12, 2024 @ 10:00 AM, CDT
Deadline to receive questions	April 16, 2024 @ 3:00 PM, CDT
CAC responses to questions, addendums, and substitutions	Approximately April 19, 2024 @ 3:00 PM, CDT
Deadline for submission of proposals	April 30, 2024 @ 3:00 PM, CDT
Estimated award/purchase date	May 2024

**6. PRE-SOLICITATION MEETING AND SITE VISIT(S):** A pre-solicitation meeting will be held to fully acquaint Respondents with the unique needs of the CAC. Each project area will be visited directly after the meeting.

The pre-solicitation meeting will be conducted on: Friday, April 12, 2024, at 10:00 AM CDT Williamson County Children's Advocacy Center Community Room entrance 1811 S.E. Inner Loop Georgetown, Texas 78626

Subsequent visits to the project sites will not be permitted. The CAC will not consider this pre-solicitation meeting mandatory, but highly encouraged. It is the responsibility of the Respondent to be familiar with the specifications herein and to ask any relevant questions they may have concerning this solicitation.

**7. SOLICITATION UPDATE:** Bids will be opened and read aloud in the Community Room, 1811 SE Inner Loop, immediately after the submittal deadline. Respondents shall be responsible for monitoring the CAC's website at <a href="https://wilcocac.org/Solicitations">https://wilcocac.org/Solicitations</a> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The CAC will not be held responsible for any further communication beyond updating the website.

**8. RESPONSE DUE DATE:** Signed and sealed responses are due at or before **3:00 PM**, on the date noted above to the CAC. Mail or carry sealed responses to:

FedEx, UPS, Mail or Hand Deliver to: Williamson County Children's Advocacy Center Attn: Darlene Lewis, COO 1811 S.E. Inner Loop Georgetown, Texas 78626

- A. Responses received after this time and date shall not be considered.
- **B.** Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "**DO NOT OPEN**".
- C. Facsimile or electronically transmitted responses are not acceptable.
- **D.** Late responses will be returned to Respondent unopened if return address is provided.
- E. Responses cannot be altered or amended after opening.
- **F.** No response can be withdrawn after opening without written approval from the CAC for an acceptable reason.

**G.** The CAC will not be bound by any oral statement or offer made contrary to the written specifications.

**9. GOODS:** Respondent warrants and agrees that all materials supplied hereunder shall be NEW and manufactured and produced in compliance with the laws, regulations, codes, terms, standards, and/or requirements of Underwriter's Laboratories Incorporated, all Federal, State, and local authorities, and all other authorities having jurisdiction, and that performance of goods shall be in accordance with the above laws, regulations, codes, terms, standards, and/or requirements, and agrees upon request, to furnish the CAC a certificate of compliance therewith in such forms as the CAC may require.

**A.** In the event a question arises as the origin or validity of the products, CAC reserves the right to verify the origin with the manufacturer. In the event that the products have been acquired through unauthorized channels CAC further reserves the right to return products for a full refund and seek damages if any have been incurred.

**10. BEST VALUE EVALUATION AND CRITERIA**: All solicitations received may be evaluated based on the best value for the CAC. In determining best value, the CAC may consider:

- □ Purchase price and terms;
- □ Reputation of Respondent and of Respondent's goods and services;
- □ Quality of the Respondent's goods and services;
- □ The extent to which the goods and services meet the CAC's needs;
- □ Respondent's past relationship with the CAC;
- □ The total long-term cost to the CAC to acquire the Respondent's goods or services;
- □ Respondent's successful record of post installation support;
- □ Any relevant criteria specifically listed in the solicitation.

The CAC reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the CAC.

**11. COMMITTEE REVIEW:** An evaluation committee will review each response for solicitation compliance and technical scoring in each category using the following weighted criteria. A consensus score will be assigned to each response for each project bid.

Respondents may be required to make an oral presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity to clarify their proposal and ensure a mutual understanding of the services to be provided and the approach to be used.

- A. Price 30 Points
- B. Quality of the vendor's goods and services 5 points
- C. Meets CAC's Needs 50 Points
- D. References 15 Points

The evaluation process may reveal additional information for consideration. The CAC reserves the right to modify, without notice, the evaluation structure and weighted criteria to accommodate these additional considerations to serve the best interest of the CAC. However, as part of the award process, The CAC Board of Directors will have the final determination to approve the contract based on a consensus and subjective judgment based on all and any criteria factors to be considered.

## PART II

**INSURANCE**: Respondent shall obtain and keep in effect during the term of this contract, insurance coverage in the below listed types and amounts. As evidence of insurance coverage, Respondent shall furnish to CAC certificate(s) of insurance before commencement of any work under this contract.

# TYPE OF COVERAGE LIMITS

- A. Worker's Compensation Statutory
- B. Comprehensive General Liability \$1,000,000 Ea. occurrence / \$2,000,000 aggregate
- **C.** Automobile Liability (owned/leased, non-owned, and hired)
  - 1. Bodily Injury \$1,000,000 Ea. Person / \$1,000,000 Ea. Occurrence
    - 2. Property Damage \$1,000,000 Ea. Occurrence

#### PART III TERMS AND CONDITIONS

- 1. AGREEMENT TERM: The term of the Agreement shall begin from date of award and shall remain in full force until all items been delivered, installed, and inspected by CAC staff. If the Respondent fails to perform its duties in a reasonable and competent manner, the CAC shall give written notice to the Respondent of the deficiencies and the successful Respondent shall have thirty (30) days to correct such deficiencies. If the Respondent fails to correct the deficiencies within thirty (30) days, the CAC may terminate the agreement by giving the Respondent written notice of termination and the reason for the termination. If the agreement is terminated, for any reason, respondent shall turn over all material, records and deliverables created to date within fifteen (15) working days after completion of duties through the termination date.
- 2. **RESPONDENT REQUIREMENTS**: The opening of a solicitation shall not be construed as the CAC's acceptance of such as qualified and responsive.
  - **A.** Respondents shall be firms, corporations, individuals or partnerships normally engaged in the sale and distribution of the commodities specified herein.
  - B. Respondent shall possess state licensing if required.
  - **C.** Respondent shall possess no less than five (5) years in the consulting, design, manufacturing, and installation of commercial playground systems.
  - **D.** Employees of successful respondent shall be subject to a criminal background check, sex offender check, and warrant search.
  - E. Provide all labor, supplies, and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the CAC all construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools, and all associated costs. The CAC shall not be responsible for any Respondent's tools, equipment, or materials lost or damaged during the performance of the services specified herein.
  - **F.** Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process.

**3. SUBCONTRACTORS:** If Subcontractors will be used the Respondent is required to complete and submit with their bid response Attachment C: Subcontractor Information Form. The Contractor shall be fully responsible to the CAC for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractors own acts and omissions. The Contractor shall:

- **A.** Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications, and terms of the Contract.
- **B.** Require that all Subcontractors obtain and maintain, throughout the term of their agreement, primary insurance in the type and amounts specified for the Vendor, with the CAC being named as an additional insured; and
- **C.** Require that the Subcontractor indemnify and hold the CAC harmless to the same extent as the Contractor is required to indemnify the CAC.
- **D.** Awarded Contractor is required to submit a list of all subcontractors for approval by the CAC prior to use of any subcontractors throughout the term of the contract.
- 4. PRICING: The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line-item charges shall be permitted for either response or invoice purposes.

- 5. COSTS INCURRED: Respondent shall acknowledge that the issuance of a solicitation shall in no way obligate the CAC to award a contract or to pay any costs associated with the preparation of a response to said solicitation. The costs in developing and submitting proposals, preparing for, and participating in oral presentations or any other similar expenses incurred by a Respondent are the sole responsibility of the Respondent and shall not be reimbursed by the CAC.
- 6. **PERFORMANCE REVIEW:** The CAC reserves the right to review the awarded respondent(s) performance at any time during the contract term.
- 7. ACCEPTANCE/INSPECTION: Acceptance inspection should not take more than fifteen (15) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services or products are not to the satisfaction of the CAC; the vendor shall agree to reperform services or replace items to specification at no additional cost to the CAC. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.
- 8. ORDER QUANTITY: The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The CAC will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
- **9. PERMITS:** The successful Respondent shall verify and obtain all necessary permits (no permit fees will be waived), licenses, and/or certificates required by federal, state, and local laws, ordinances, rules, or regulations for the completion of the services as specified if required for the project.
- **10. AWARD**: The CAC reserves the right to enter into an Agreement or a Purchase Order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the CAC.

Respondents to the solicitation will be notified when CAC staff recommendation of award has been made.

Award announcement will be posted on the CAC website at <u>https://wilcocac.org/Solicitations</u> and made upon CAC's Board of Director's approval of staff recommendation and executed agreement.

- **11. POST-AWARD MEETING**: The CAC and Respondent shall have a post-award meeting to discuss, but not be limited to the following:
  - **A.** Provide CAC contact(s) information for implementation of agreement.
- 12. PROMPT PAYMENT POLICY: Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The CAC will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the CAC receives a correct invoice for the supplies, materials, equipment, or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the CAC in the event:
  - **A.** There is a bona fide dispute between the CAC and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
  - **B.** The terms of a federal agreement, grant, regulation, or statute prevent the CAC from making a timely payment with Federal Funds; or
  - **C.** There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or

- **D.** The invoice is not mailed to the CAC in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.
- **13. NON-APPROPRIATION**: The resulting Agreement is a commitment of the CAC's current revenues only. It is understood and agreed the CAC shall have the right to terminate the Agreement at the end of any CAC fiscal year if the Board of Directors of the CAC does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the CAC's budget for the fiscal year in question. The CAC may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

## PART IV

#### **SPECIFICATIONS / SCOPE OF WORK**

The Williamson County Children's Advocacy Center described service for the design, manufacturing, shipment to the site, and installation of an interactive play structure and surface, with additional child therapy components as detailed in this Request for Proposal. The vendor shall provide all design, labor, materials, delivery, equipment, warranties, tools, licenses, and support to furnish and install as required to complete the project for all work in accordance with the scope of work and specifications provided in this RFP.

#### 1. DELIVERY AND INSTALLATION:

**A.** Delivery and installation shall be performed at the following location:

Williamson County Children's Advocacy Center 1811 S.E. Inner Loop Georgetown, Texas 78626

- **B.** Delivery and installation shall occur between the hours of 8:00AM to 5:00PM Monday through Friday unless otherwise approved by the CAC's POC.
- 2. CONTRACTOR RESPONSIBILITIES: The Contractor shall:
  - A. Notify the CAC's designated personnel to schedule delivery and installation.
  - B. Check in with the Administration Office upon arrival on site.
  - C. Communicate all status updates, manufacturing delays, etc. to the CAC's POC.
- **3. PRE-INSTALLATION INSPECTION**: Successful Respondent shall conduct an advance assessment for any obstructions that would limit or alter the planned play structure installation.
- 4. **CONTRACT TIME**: This agreement shall be in full force and effect when all parties and successful Proposal shall complete Proposer's Obligations from the effective date of this Agreement within the proposed duration as agreed upon by the selected Proposer and the WCCAC.
- 5. **PRICING**: Pricing indicated in the bid form shall be all-inclusive of all incidental costs, labor, equipment, freight, fuel, overhead charges, fees, and costs associated with obtaining permits, insurance, bonds, and risk management as necessary to provide and install an interactive playground space, with additional child therapy components specified herein. No additional fees shall be permitted.
  - **A.** All prices MUST be firm for the life of the contract.
  - B. Tax Exemption. Do not include Federal Excise, State or City Sales Tax for which a non-profit 501 (c)(3) is exempt under State Law. The CAC shall furnish a tax exemption certificate, if required.
- 6. GOODS: The products furnished under said specification shall be the latest approved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The Vendor represents that all equipment offered under said specification shall be new. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.
- 7. ACCEPTANCE TESTING: Successful Respondent shall provide complete acceptance testing of all playground and equipment components prior to job closeout.

- 8. **QUANTITIES**: The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum volume is made or implied. The CAC shall only order the goods needed to satisfy operating requirements within budgetary constraints, which may be more or less than indicated.
- **9.** CAC RESPONSIBILITY: CAC shall provide a project representative for the purpose of scheduling installation and approving work upon completion. Installation shall be conducted while the project area is not in use.
- **10. WARRANTY**: The goods and services shall be warranted against defects in material and workmanship for a period of not less than two (2) years beginning with the date of acceptance:
  - A. If the manufacturer's warranty exceeds two years, the manufacturer's warranty shall apply.
  - **B.** The warranty shall cover the replacement and installation of any equipment that fails during the warranty period within 15 days of written notification from CAC.
- **11. WARRANTY SERVICE WORK**: Successful respondent shall be required to coordinate and/or perform warranty work, at no cost to the CAC, within 48 hours of notification by a factory-trained technician. Successful respondent shall be responsible for all transportation and shipping costs.
- **12. NON-WARRANTY SERVICE WORK**: Successful respondent shall provide on-going maintenance of the equipment, if required.
- **13. EQUIPMENT REQUIREMENTS AND SPECIFICATIONS**: All playground equipment shall be designed, manufactured, and installed to meet or exceed the most current rules, regulations, and standards set forth by the following: American Society for Testing and Materials (ASTM), Americans with Disabilities Act (ADA), Consumer Product Safety Commission (CPSC), and the International Play Equipment Manufacturers Association (IPEMA). MSDS and Product Data Sheets, and proof that the proposed product meets or exceeds the specifications.
- **13. INSTALLATION INSTRUCTIONS AND MAINTENANCE KIT**: All shipments and components shall include step-by-step instructions for assembly, including equipment assembly drawings, footing dimensions, fall height information, and detailed materials specifications. Additionally, a maintenance kit will be provided for each structure order to include installation instructions, maintenance documentation, how to inspect the product(s), and how to keep equipment in good working order. The kit should also include touch-up primer, order-specific touch-up paint for all colors used, and additional tools for special fasteners.

## Area #1: Client Outdoor Interactive Playground

The WCCAC has dedicated space for our client(s) and families to interact, engage, and participate in active play while receiving services for child abuse. The space currently has a concrete area for seating, an area with grass, and is surrounded by a wooden fence. The client's outdoor space shall include, but not be limited to the following:

Design of low profile playground equipment to meet with intent of the project as a fully accessible interactive component to meet the developmental and recreational needs of children of all abilities. The focus of the components should meet the age requirements of three (3) to seven (7) year-old children with an area for ages eight (8) to eleven (11). The design and elements need to also include one of the following: shading, shade structure, and/or shading elements to protect the clients from the sun. The shading shall not be attached to the building and needs to be low maintenance.

The grass is to be removed and replaced with a poured-in rubberized surface to ensure the safety of the clients. The vendor will ensure the current sprinkler system is capped or removed to not impact the adjacent areas that are supplied by the existing lines.

Additionally, the design, equipment, and installation will also include seating, such as but not limited to benches, or individual components for adults and children. Consideration of materials to reduce injuries such as hot surfaces due to the Texas heat. The use of natural materials or painted surfaces would be acceptable.

The theme for the project should be carried from the inside client space of trees and nature.

All structural elements and ground surfaces required are to be included in the project by the Proposer.

The CAC may request changes that would increase, decrease, or otherwise modify the Scope of Work under the resulting agreement. Such changes or additional services must be in accordance with the provisions of the RFP and resulting agreement and must be contained in a written amendment, executed by the parties.

#### Area #2: Child Therapy Outdoor Space

The WCCAC has space adjacent to our child therapy area for client-specific therapy. The space is limited, but currently has a concrete sidewalk, a hardtop surface that can be reused for sports play/playground marking, and is adjoined by grass and a wooden fence. The child therapy outdoor space shall include, but not be limited to the following:

Design of the child therapy area to meet with intent of the project as a fully accessible interactive component to meet the developmental and recreational needs of children of all abilities. The focus of the components should meet the age requirements of three (3) to seventeen (17) year olds. The design and elements are to include an existing basketball goal and include additions, but not limited to outdoor musical instruments, painted surfaces or playground markings such as 4 square or hopscotch, and protective barriers from vehicles.

Additionally, the design, equipment, and installation will also include seating, such as but not limited to benches, or individual components for adults and children.

The theme for the project should be carried from the inside client space of trees and nature.

All structural elements and ground surfaces required are to be included in the project by the Proposer.

The CAC may request changes that would increase, decrease, or otherwise modify the Scope of Work under the resulting agreement. Such changes or additional services must be in accordance with the provisions of the RFP and resulting agreement and must be contained in a written amendment, executed by the parties.

#### ATTACHMENT A BID FORM/ COST PROPOSAL FORM

Solicitation Number: 24-003 Due Date: April 30, 2024 Time: On or Before 3:00 PM CDT

## **Respondent's Information:**

Tax ID Number:		
Business Name:		
Address:		
Address 2:		
Contact:		
Telephone:		
Entity Type:		
E-mail:		

ITEM DESCRIPTION	UNIT OF MEASURE	TOTAL PRICE	
Area #1 Client Outdoor Interactive Space	Design, Manufacture, and Installation	\$	
Area #2 Child Therapy Outdoor Space	Design, Manufacture, and Installation	\$	

Print Authorized Individual Name:

Authorized Signature:

Date:

#### ATTACHMENT B RESPONDENT'S REFERENCE SHEET

# PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

# PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

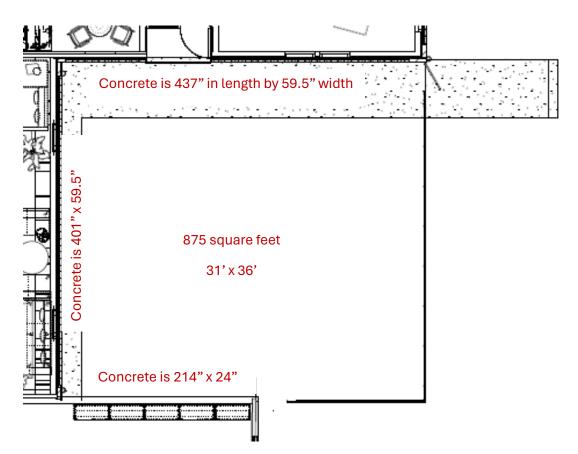
1.	Company's Name					
	Name of Contact					
	Title of Contact					
	E-Mail Address					
	Present Address					
	City, State, Zip Code					
	Telephone Number	(	)	Fax Number: (	)	
0						
2.	Company's Name					
	Name of Contact					
	Title of Contact					
	E-Mail Address					
	Present Address					
	City, State, Zip Code					
	Telephone Number	(	)	Fax Number: (	)	
3.	Company's Name					
	Name of Contact					
	Title of Contact					
	E-Mail Address					
	Present Address					
	City, State, Zip Code					
	Telephone Number	(	)	Fax Number: (	)	

### ATTACHMENT C SUBCONTRACTOR INFORMATION FORM

SOLI	CITATION NUMBER: 24-00	03		
RESF	ONDENT'S NAME:	DATE:	_	
•	<u>CIRCLE ONE</u> - NO, I WILL NOT USE SUBCONTRACTORS ON THIS CONTRACT			
	YES, I INTI	END TO USE SUBCONTRACTORS ON THIS CONTRACT	r	
	If yes	complete the information below		
1.	Subcontractor Name			
	Name of Contact			
	E-Mail Address			
	Address			
	City, State, Zip Code			
	Telephone Number	( ) Fax Number: (	)	
	Describe work to be performed			
	Percentage of contract work to be performed	%		
2.	Subcontractor Name			
	Name of Contact			
	Title of Contact			
	E-Mail Address			
	Address			
	City, State, Zip Code			
	Telephone Number	( ) Fax Number: (	)	
	Describe work to be performed			
	Percentage of contract work to be performed	%		

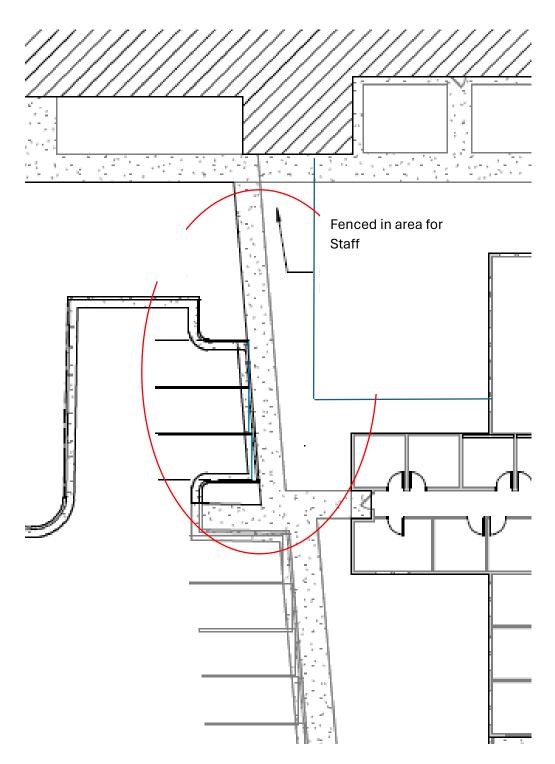
• Add additional pages as needed

ATTACHMENT D CLIENT OUTDOOR INTERACTIVE PLAYGROUND AREA



Concrete pathway around grassy area. Grass to be poured-in rubberized surface that is about 875 square feet.

## ATTACHMENT E CHILD THERAPY OUTDOOR AREA



Red area – potential outdoor area for Child Therapy