



CITY OF GRAIN VALLEY
711 MAIN ST.
GRAIN VALLEY, MO 64029
816-847-6200 Phone 816-847-6206 Fax

2023 REQUEST FOR PROPOSALS FOR:
ARMSTRONG PARK ALL-INCLUSIVE PLAYGROUND
RFP #2023-07

The City of Grain Valley is seeking interest from qualified vendors for the fabrication and installation of a new All-Inclusive Playground at Armstrong Park. Sealed bids will be received by the City of Grain Valley at City Hall, 711 Main Street, Grain Valley, Missouri until 2:00 p.m. on June 27, 2023. At said place and time, all Bids that have been duly received will be publicly opened and read aloud in the Lower Level Conference Room.

THREE (3) SIGNED COPIES
MUST BE RECEIVED BY:
2:00 P.M. June 27, 2023
LATE BIDS WILL NOT BE CONSIDERED

PLEASE MARK YOUR SUBMITTAL "SEALED PROPOSAL- ARMSTRONG PARK ALL-INCLUSIVE PLAYGROUND" AND SEND IT TO:

City of Grain Valley
Attention: Shannon Davies, Parks & Recreation Director
711 Main St.
Grain Valley, Missouri 64029
816-847-6231

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City. The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below. Respondent is REQUIRED to complete, sign and return this form with their submittal.

Form fields for Company Name, Address, City/State/Zip, Telephone #, Fax #, E-mail, Authorized Person (Print), Signature, Title, Date, Tax ID #, Entity Type.

CITY OF GRAIN VALLEY

REQUEST FOR PROPOSAL 2023-07

General Information and Conditions

1. The City of Grain Valley is accepting proposals from interested parties for the fabrication and installation of a new All-Inclusive Playground at Armstrong Park.
2. Project location is Armstrong Park located on the northeast corner Main Street/Buckner-Tarsney Road and James Rollo Drive in Grain Valley, Missouri.
3. The City reserves the right to accept or reject any and all proposals for the best interest of the City.

Project

I. Project Background

This project includes a new, all-inclusive playground in Armstrong Park that will replace both a 5-12 year-old playground installed in the late 1990's and a 2-5 year-old playground installed in the early 2000's.

II. Proposal Content:

All proposals must address the following areas:

- Name, title and contact information of party submitting the proposal
- A detailed statement of the buyer's qualifications
- Projected timeframe for the project
- Written disclosure of any potential conflict of interest (form included in RFP)
- Any supplementary information or material which should be considered
- Proposed project price must be clearly shown
- A statement that the proposal is valid for a minimum of 120 days from the submission deadline

All Bids must be in accordance with the Bidding Documents, including, Drawings, Specifications, and Contract Documents on file at the Community Development Department, located in City Hall, 711 Main Street, Grain Valley, Missouri.

Copies of plans, specifications, bid documents, and other Contract Documents can be seen or purchased on-line at www.drexeltech.com in their eDistribution plan room, additional assistance is available at distribution@drexeltech.com. Information regarding this project can be found under the “Public Jobs” link on the website. Prospective bidders desiring the Contract Documents for use in preparing bids shall obtain a set of such documents from Drexel Technologies, 10840 West 86th Street, Lenexa, KS 66214, telephone number is 913-371-4430. Any questions regarding the project, plans, specification, or bid documents should be directed to Lamp Rynearson, (816) 361-0440.

Bids will be received on a unit price basis.

Each Bid shall be accompanied by a certified check, made payable to the City of Grain Valley, Missouri in an amount not less than 5% of the total Bid or by a Bid Bond with a Surety licensed to do business in the State of Missouri in the amount of 5% of the total Bid. This Security may be retained by the Owner until the Contract for the Project has been fully executed.

The Contractor and all subcontractors will be required to comply with all applicable Federal and State labor regulations including Equal Employment Opportunity, Nonsegregated Facilities, Minimum Wage Rates and Affirmative Action requirements. The City of Grain Valley hereby notifies all Bidders that it will affirmatively ensure that in any Contract entered into pursuant to this Advertisement, minority business enterprises will be afforded full opportunity to submit Bids without discrimination, regardless of race, color, or national origin in consideration for any award.

Wage rates paid for Work for this Project shall be at least equal to the prevailing wage rates as determined by the Division of Labor Standards of the State of Missouri.

The project contractor and each subcontractor shall require each on-site employee to complete the ten-hour safety program required under Section 292.675, RSMo, within 30 days of beginning any of the work on the project if he or she has not previously completed the program or does not have documentation of having done so.

All bids are subject to the Buy Local/American policy and any other applicable purchasing statutes of the State of Missouri.

5. Evaluation Criteria:

Interested parties must submit three (3) unbound hard copies of their proposal by 2:00 p.m. on June 27, 2023 to the following address:

Shannon Davies
Director of Parks & Recreation
City of Grain Valley
711 Main Street
Grain Valley, MO 64029

Proposals will be evaluated on the following criteria:

- Project price
- Purchaser qualifications and experience

PRE-BID CONFERENCE

A pre-Bid conference will be held at City of Grain Valley, City Hall Lower Level Conference Room, 711 Main Street, Grain Valley, Missouri, 2:00 p.m. on June 15, 2023. Representatives of Owner and Professional will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Professional will transmit to all prospective Bidders of record such Addenda as Professional considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

All contractors that desire to have alternative playground equipment approved for bidding purposes shall submit materials in accordance with Section 32 33 01 b5 5 p.m. June 12, 2023 to Richard J. Tuttle P.E. – City Engineer in accordance with the Instructions to Bidders.

6. Proposed Process and Timeline:

- RFP Issued: June 2, 2023
- Pre-Bid Meeting: June 15, 2023
- RFP Due date: June 27, 2023
- Proposal Review
- Review and Contract Approval by Board of Aldermen (subject to change): July 10, 2023

7. Investigation of Conditions:

By submitting a proposal in response to this RFP, the respondent expresses its intent to comply with the established timeline. In addition, the respondent accepts the evaluation process and methodology, as well as acknowledges and accepts that the determination of “the most qualified and capable” proposal will require subjective judgements. The City reserves the right to request clarification of information provided in proposals as a response to this RFP and to cancel this RFP at any time, for any or no reason, prior to entering into any binding agreements. Responses to this RFP vest no legal or binding rights in the purchaser nor does

it or is it intended to impose any legally binding obligations upon the City, officials or employees of the City unless and until final legal binding agreements are negotiated and executed. This RFP does not commit the City to pay for costs incurred in the negotiation or other work in preparation of, or related to, a final agreement between the selected purchaser and the City.

Any commitment made by the City will be subject to the appropriation of funds by the Board of Aldermen to carry out any such commitments and the execution of a contract acceptable to the City. The City will not be responsible for any costs incurred by the bidders related to any response to this RFP and not reimburse any costs to the bidders.

Before submitting a bid, bidders should examine the site, and fully inform themselves to the existing conditions. To schedule a time, contact Shannon Davies at 816-847-6231 to make arrangements.

9. Exhibits and Resources

- Exhibit “A” Non-Collusion Certification
- General Conditions
- Project Manual
- Project Plans



CITY OF GRAIN VALLEY
711 MAIN ST.
GRAIN VALLEY, MO 64029
816-847-6200 Phone 816-847-6206 Fax

EXHIBIT "A" NON-COLLUSION CERTIFICATION

STATE OF MISSOURI, CITY/COUNTY OF _____

_____ being first duly sworn, deposes and says that he is

Title of Person Signing

of Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY _____

BY _____

BY _____

SWORN to before me this _____ day of _____ 20 ____.

Notary Public

My Commission Expires _____

**GENERAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS
City of Grain Valley, MO**

1. SCOPE: The following terms and conditions, unless otherwise modified by the City of Grain Valley within this document, shall govern the submission of proposals and subsequent contracts. The City of Grain Valley reserves the right to reject any proposal that takes exception to these conditions.
2. DEFINITIONS AS USED HEREIN:
 - a. The term "request for proposal" means a solicitation of a formal, sealed proposal.
 - b. The term "respondent" means the person, firm, bidder or corporation who submits a formal sealed proposal.
 - c. The term "City" means City of Grain Valley, MO.
 - d. The term "Board of Aldermen" means the governing body of the City of Grain Valley, MO.
 - e. The term "contractor" means the respondent awarded a contract under this proposal.
3. COMPLETING PROPOSAL: All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposal submitted by the successful respondent of this RFP will become a part of any contract award as a result of this solicitation.
4. REQUEST FOR INFORMATION: Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal shall be submitted in writing to the City of Grain Valley, 711 Main Street Grain Valley, MO 64029, referencing this RFP number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.
5. CONFIDENTIALITY OF PROPOSAL INFORMATION: Each proposal must be submitted in or under cover of a sealed envelope to provide confidentiality of the information enclosed. The envelope should be sealed and clearly marked with RFP number and the name of the project.

All proposals and supporting documents will remain confidential until a final contract has been executed. Information that discloses proprietary or financial information submitted in response to qualification statements will not become public information. This is in accordance with the Missouri Sunshine Law.

6. SUBMISSION OF PROPOSAL: Proposals are to be sealed and submitted to the City of Grain Valley, 711 Main Street Grain Valley, MO 64029, prior to the date and time indicated on the cover sheet. At such time, all proposals received will be formally opened. The opening will consist of only the name and address recording of respondents.
7. ADDENDA: All changes, additions and/or clarifications in connection with this proposal will be issued by the Purchasing office in the form of a WRITTEN ADDENDUM. SUBMIT EQUAL NUMBER OF SIGNED ADDENDUM WITH THE NUMBER OF PROPOSALS REQUIRED. Verbal responses and/or representations shall not be binding on the City.
8. LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS: Proposals received after the date and time indicated on the cover sheet shall not be considered.

Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be sealed and submitted to the Purchasing Office prior to the proposal submission deadline. Each respondent may submit only one (1) response to this proposal.

9. BONDS:
When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
10. NEGOTIATION: The City reserves the right to negotiate any and all elements of this proposal.
11. TERMINATION: Subject to the provisions below, any contract derived from this Request For Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted.

(a) TERMINATION FOR CONVENIENCE

In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

(b) TERMINATION FOR CAUSE

Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

(c) TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

12. TAX EXEMPT: The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.
13. SAFETY: All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
14. RIGHTS RESERVED: The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous to the City.
15. RESPONDENT PROHIBITED: Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.
16. DISCLAIMER OF LIABILITY: The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.
17. HOLD HARMLESS: The contractor shall agree to protect defend, indemnify, and hold the Board of Aldermen, City of Grain Valley, MO, its officers, commissions, employees and agents free and harmless

from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the contractor, its agents, employees or representatives, in the performance of the contractor's duties under any agreement resulting from award of this proposal.

18. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.
19. ANTI-DISCRIMINATION CLAUSE: No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
20. DOMESTIC PRODUCTS
The City of Grain Valley has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States. (City of Grain Valley Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5).
21. CONFLICTS: No salaried officer or employee of the City, and no member of the Board of Aldermen shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.
22. DEBARMENT: By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administrations List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department , agency or prevision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

Para 17 Revised by Legal 1-4-96
Para 21 Revised by Legal 10-31-03
Para 20 Added by Legal 8/02