



REQUEST FOR PROPOSALS
Playground Equipment and Surfacing
Keiler Park

Paducah, Kentucky

ISSUE DATE: November 22, 2023

DUE DATE: December 5, 2023

Contract Manager: Amie Clark, Director of Parks &
Recreation

Contact Information: aclark@paducahky.gov



CITY OF PADUCAH, KENTUCKY
REQUEST FOR PROPOSALS
PLAYGROUND SURFACING

INVITATION

The City of Paducah Parks and Recreation Department is seeking proposals for pour in place rubber surfacing to be installed for a playground facility in Keiler Park in Paducah, KY.

The City of Paducah is accepting responses to this Request for Proposals (RFP) from organizations that are:

- a) licensed/certified to operate in the Commonwealth of Kentucky;
- b) experienced in working with Kentucky Building Code;
- c) experienced in working with playground and surfacing design, sales and installation, according to the national standards for Parks and Recreation Agencies;

Organizations responding to this RFP must be prepared to undertake, in the most efficient manner, all aspects of design, sales and installation of the new playground. This project is funded in part with grant funding through the Land and Water Conservation Fund.

Respondents to this RFP will be expected to meet or exceed the minimum qualifications set forth in this RFP. The intent of this RFP is to identify those entities that are qualified and capable of completing the contracted services for the City of Paducah, Parks and Recreation Department. Organizations are invited to submit a proposal as described herein by the submission deadline set for **10:00 am on Tuesday, December 5, 2023**.

BACKGROUND

In 2020, the City of Paducah approved an updated Parks Master Plan that included the renovation of a playground in Keiler Park. The City applied for and has received grant funding from the Land and Water Conservation Fund and GameTime for this renovation project to include the purchase and installation of a new, inclusive and accessible playground, and pour in place surfacing. Keiler park is 3.01 acres of land and is centrally located in close proximity to 2 schools, churches, a local market, and several small businesses.

QUALIFICATION PROCESS AND SELECTION CRITERIA

The Selection Committee, comprised of personnel from the City of Paducah Parks & Recreation will review and evaluate the qualifications of the agencies that respond to this RFP. This Selection Committee will review all responses to this RFP and will identify qualified entities according to the evaluation criteria.

Respondents must meet or exceed the following criteria:

- The entity must be legally capable of operating within the State of Kentucky.
- The entity must, at its own expense, procure all permits, certificates, and licenses required by the law for the execution of this project.
- The entity must comply with all federal, state and local laws, ordinances or rules and regulations relating to the performance of the work.

- The entity must provide no fewer than three references from clients with similar projects.
- The entity must be able to provide insurance in accordance with the City's requirements.
- The entity will be required to obtain a Paducah Business License to perform the work and the business license will need to be kept current throughout the duration of the contract.
- The entity will be required to withhold and submit payroll tax to the City of Paducah.
- The entity may be asked to provide a roster of employees and subcontractors used for the contracted services with the City of Paducah.

GRANT FUNDS

This project is funded in part by the Land and Water Conservation Fund. Responding entities must comply with specifications related to the grant as specified herein.

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 338, 341, and 342. These statutes related to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance, laws, respectively, Disclosure of any violations is required prior to the award of any state contract and throughout the duration of the contract.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years. To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s):

1. Specific KRS violations;
2. Date of any final determination of a violation; and
3. State agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract.

The contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will:

1. Communicate the above KRS 45A.485 disclosure requirements to any subcontractors; and
2. Disclose any subcontractor violations is becomes aware of to the Commonwealth.

Discrimination is prohibited. During the performance of this agreement, the Contractor agrees as follows: The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations related thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and

applicants for employment, notices setting forth the provisions of this non-discrimination clause. In all solicitation or advertisements for employees placed by or on behalf of the contractor, the contractor will, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement with any of the said rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federal0assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The contractor will include the provision of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order N. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the united States to enter into such litigation to protect the interest of the United States.

The City of Paducah reserves the right to accept or reject any or all proposals. All proposals become the property of the City of Paducah. The City of Paducah has the right to waive any irregularities in the Request for Proposals process. The City of Paducah reserves the right, at its sole discretion, to terminate this process at any time or reject any or all proposals without penalty prior to the execution of an agreement with the selected agency. Any agreement resulting from this process shall be done so as deemed in the best interests of the City.

The City has a variety of ordinances and policies which may or may not apply to a subsequent agreement including, but not limited to background checks of employees, licensing requirements, and others. Application of these requirements will be determined based on the structure of any subsequent agreement.

SELECTION

The City's selection committee will review all proposals after the RFP deadline has expired. We may contact a representative of your team to seek additional clarification and/or information. The selection

committee will determine the best bid from the short list of finalists, based upon the criteria referred to herein.

CONTRACT NEGOTIATION

The City will enter into contract negotiations with the preferred agency soon after the completion of the selection process. The finalists not selected will be placed on standby pending the successful completion of contract negotiations and ratification of the contract by all parties.

RECOMMENDATION

The selection committee will make a recommendation to the Board of Commissioners for approval of a negotiated contract with the selected agency.

APPROVAL

The City of Paducah Board of Commissioners will be required to approve the contract prior to ratification by the City.

SCOPE OF SERVICES

The Scope of Work includes, but is not limited to:

- 3,025 sq ft of Pour in Place (PIP) surfacing, 50% black and 50% color, providing 8' Certified Fall Height as appropriate.
- Proposals must include cost for all materials, labor, freight, and installation.
- Order all supplies, material, and equipment needed to meet the design and schedule delivery to Paducah Parks and Recreation.
- Coordinate and schedule installation with contractor according to desirable conditions and availability with Owner and contracted installer(s).
- Must include all warranty information.
- All debris must be properly removed and disposed of.
- Owner will do all site prep and excavation to meet the specifications determined by the vendor.
- Playground perimeter surface areas will include a combination of rolled edge surface and concrete sidewalk connections.
- Project completion expected within 120 days of executed contract date.

It is understood that except as otherwise specifically stated in the contract, the vendor shall provide and pay for all materials, labor, tools, equipment, and transportation of every item, necessary to execute, complete and deliver the work within the specified time. Permits and licenses (including the City of Paducah) necessary for the execution of work shall be secured by the vendor but no fees will be charged to the vendor. All supplies and material shall be new. Any work necessary to be performed after regular working hours, such as work performed on Sundays or legal holidays shall be performed without additional expense to the City of Paducah.

EXISTING CONDITIONS

The vendor, in undertaking the work under this contract, is assumed to have reviewed the site and to have taken into consideration all conditions which might affect the work. No consideration will be given to any claims based on lack of knowledge of existing conditions.

Site can be viewed online via Google Earth, as well as the City's website at the following addresses:

Google Earth - Keiler Park, 3200 Broadway Street, Paducah KY

City's website – [Keiler Park | City of Paducah \(paducahky.gov\)](https://www.paducahky.gov)

The existing site includes play structure, stand-alone rocking riders, swings and a perimeter sidewalk. The City will perform demolition of the site prior to the installation of the new structure and will pour new sidewalks, as appropriate for the proposed and selected final PIP footprint.

TIME LINE

1. RFP Issued

This RFP is officially issued on November 22, 2023.

2. Qualification Proposals Due

Your completed qualification proposals are due back to the City Clerk's Office by 10:00 am, December 5, 2023. Please submit 3 hardcopies by mail or hand deliver to:

**City Clerk's Office
City of Paducah
Attn: Keiler Park Playground Project
300 S. 5th Street
Paducah, Kentucky 42003**

3. Review and Selection

Proposals will be reviewed and scored using Rubric attached. Best bid will be recommended to Board of Commissioners for Project Award.

4. Board of Commissioners Project Award

The Agreement will be considered for approval by the Board of Commissioners on **December 12, 2023**.

CONTENT OF PROPSAL

At a minimum, the following information should be included in the response to this RFP. This outline is not all-inclusive, and respondents can provide additional information as deemed appropriate. To insure a uniform review process and to obtain the maximum degree of comparability, the submissions in response to this RFP must be organized in the following manner:

A. General Information

- 1) Provide a transmittal letter that specifically states the respondent's understanding of the work to be accomplished and briefly outlines the respondent's strengths in providing the required services. The letter should also state that the respondent meets or exceeds the minimum qualification criteria outlined previously. The letter should also clearly express any specific competitive advantage the responding firm brings to the project. This letter should be signed by an authorized corporate officer for each entity included as a team proposal. Provide confirmation that the respondent is authorized to make the proposal.
- 2) Include the name of respondent's firm/entity, address, telephone number, name of contact person, and the title of the RFP.
- 3) Provide a description of the proposing entity's current legal status (i.e. Corporation, Partnership, Sole Proprietor, Joint Venture, etc.)
- 4) Provide the proposing entity's current Federal Identification Numbers.
- 5) Provide estimated project completion date.

B. Background and Qualifications

- 1) Provide a profile of the responding organization and describe its legal and organizational structure.

The respondent must identify and distinguish between its own experience and qualifications and that of any parent entity, predecessor and/or wholly-owned or partially-owned subsidiary of the respondent. If the respondent is a newly formed entity comprised of multiple individuals or entities that is compiling projects from prior experience, respondent must state this clearly.

- 2) Provide a copy of any organization profile, sales brochure, or other documentary information pertaining to the organization.
- 3) Provide resumes of key personnel of the organization. To include the name and contact information for the **primary contact** that will be tasked with the completion of the scope of services described herein.
- 4) Provide the year and month when the organization was formed.
- 5) Provide the organization's experience in providing scope of services to other similar organizations.
- 6) Provide the organization's past experience with the City of Paducah or McCracken County (if applicable).

C. Compensation Proposal

The respondent shall provide a proposed cost for the provision of the scope of services defined herein for the City's consideration, to include an itemized cost for products, materials, freight, and labor.

COMPLIANCE WITH LAWS

The selected consultant agrees to be bound by all Federal, State, and Local laws, regulations, and directives as they pertain to the performance of the agreed upon contract.

DURATION OF PROPOSALS

All proposals must be valid for a minimum of 90 days after proposal opening.

PROPOSAL COSTS

Proposers responding to this RFP do so solely at their own expense, and the City is not responsible for any Proposer's expense associated with responding to this RFP.

RETURN OF PROPSALS

All proposals become the property of the City and will not be returned to the firm. Once received and opened, the contents of the proposal will be placed in the public domain and be open to public disclosure pursuant to state law.

WARRANTY

All materials and labor provided by the vendor shall have a minimum 5-year workmanship warranty.

SITE VISIT

To arrange a site visit, please contact the Parks office at 270-444-8508 or email to aclark@paducahky.gov.