

**REQUEST FOR PROPOSAL**

**City of Houston, Missouri**

Replacement Playground Equipment Westside

Contact Scott Avery, City Administrator

[cityadministrator@houstonmo.org](mailto:cityadministrator@houstonmo.org)

Sealed Responses due before 2:30 p.m. CST, Wednesday, October 7, 2021

To Heather Sponsler  
City Clerk  
601 S Grand Ave  
Houston, MO 65483  
Telephone: 417-967-3348

## Proposal Guidelines

- **Response:** Three (3) hard copies and one (1) flash drive, of the Contractor's response with the signed Acknowledgement accompanying each should be submitted to the City of Houston, Missouri City Clerk, Heather Sponsler, 601 S Grand Ave, Houston, MO 65483. Responses are to be marked “**Replacement Playground Equipment Westside Park**”. Electronic or facsimile offers will not be considered in response to this RFP, nor will modifications by electronic or facsimile notice be accepted. The City reserves the right to request clarifications concerning information provided in the response. The City is not liable for any cost or expense incurred by the bidder in responding to this Request for Proposal. All responses shall remain valid and binding for a period of ninety (90) calendar days from the proposal submission date. An authorized representative of Bidder shall sign all responses.
- **Response Deadline:** Responses must be received by **2:30 p.m. CST, Wednesday, October 7, 2021**. Responses received after the deadline will not be opened and will be returned.
- **Selection Criteria:** The criteria considered in selecting the contractor will include, but not be limited to
  - 1) qualifications and experience of personnel,
  - 2) financial stability,
  - 3) cost for services.
- **Award:** The intent of the City would be to make the selection on or before the October 18, 2021 Board meeting. The City reserves the right to reject any and all proposals and to make the award at its sole discretion and for the benefit of the City. The City is not bound to accept the proposal solely based on the lowest monetary offer.

## INVITATION TO BID WESTIDE PARK PLAYGROUND REPLACEMENT

The City of Houston is soliciting bids from qualified contractors for the design, site preparation, delivery, and installation of playground equipment (5-12 year old) to Westside Park, 110 King Street, Houston, Missouri 65483. Sealed bids will be accepted until 2:30 p.m., Wednesday, September 29, 2021, at which time they will be opened publicly and read aloud in the Board Chamber of Houston City Hall. Bids should be submitted to: Heather Sponsler, City Clerk, 601 S Grand Ave, Houston, MO 65483, Telephone: 417-967-3348. Bids may be delivered in person, by carrier or by mail. It is the sole responsibility of the vendor to see that his/her bid is received in proper time. No late bids will be considered. Bids must be submitted in a sealed envelope clearly marked "Westside Park Playground Replacement". Include the date and time of the bid opening on the front of the envelope. The city reserves the right to accept or reject any proposals as deemed in the best interest of the City of Houston. A Payments and Performance Bond issued to the benefit of the City in the amount equal to One Hundred (100.0%) percent of the contract sum as specified in the bid form, herein shall be required by the successful bidder. A 10% Bid Bond shall be provided with the bid. Questions regarding this bid should be directed to Scott Avery, City Administrator or at [cityadministrator@houstonmo.org](mailto:cityadministrator@houstonmo.org) or 417-967-3488.

### CITY OF HOUSTON WESTSIDE PARK PLAYGROUND REPLACEMENT

#### I. INSTRUCTIONS TO BIDDERS Please Read All Instructions Carefully

1. Bids submitted in accordance with the specifications contained herein will be received by the City of Houston by 2:30 p.m., Wednesday, September 29, 2021. All sealed bids should be delivered to the City of Houston City Clerk at 601 S Grand Ave, Houston, Missouri, 65483.
2. Bid proposals will be opened publicly immediately following the deadline on Wednesday, September 29, 2021 at 2:30 p.m., in the Board Chamber of Houston City Hall, 601 S Grand Ave., Houston, Missouri, 65483. Include the name of the bidder and date and time of the bid deadline on the front of the envelope. Bid proposals are to be

contained in a sealed envelope, plainly marked, "Westside Park Playground Replacement".

3. The City reserves the right to reject any or all bids, to waive any technicalities and to select the bid deemed by the Mayor and Board of Aldermen to be in the best interest of the City.
4. Please complete bid proposal in duplicate. Bid proposal forms, Non-Collusion Affidavit, Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq. must be completed and signed. Failure to complete the bid forms is cause for rejection of bids.
5. Estimated amount of time for completion must be included in bid proposal. The City requires the work to be completed no later than March 30, 2022.
6. All specifications listed are intended to be preferred function and performance specifications. No specification should be construed as representing any particular brand of materials. Bidders should propose to furnish materials that come closest to meeting the details of the specifications. Where deviations are necessary, bidder must specify such deviation in the "Bid Response Form," stating why the supplies he/she proposes will render equivalent reliability or performance. Failure to detail all such deviations will provide a basis for rejection of the entire proposal. The City of Houston has a preference for materials made in the U.S.A.
7. The City of Houston is exempt from all sales tax. Exemption certificates will be furnished upon request. Any and all discounts for which the City of Houston qualifies should be applied and included in the bid.
8. Questions regarding this bid request should be directed to Scott Avery, City Administrator or at [cityadministrator@houstonmo.org](mailto:cityadministrator@houstonmo.org) or 417-967-3488.
9. No fax, e-mail or verbal bids will be accepted. Contractors are responsible for the timely delivery of bid packages to the Houston City Clerk. A postage meter mark is not sufficient evidence of mailing any bid package.

## II. TERMS AND CONDITIONS

1. The proposed materials must be new. Substitutions must be approved before ordering.
2. The City of Houston reserves the right to cancel all or part of orders if shipment is not made as promised.

3. Materials must be shipped to 601 S Grand Ave, Houston, Missouri 65483. All shipping charges must be prepaid.
4. Estimated amount of time for completion must be included in bid proposal. The City requires the work to be completed no later than March 30, 2022.
5. Prices quoted are to be firm and final; and prices shall be stated in full with packing, and shipping charges included. Any and all discounts for which the City of Houston qualifies should be applied and included in the bid.
6. Payment will be made through normal purchase order and invoice procedures. Before this payment is made, the Contractor shall furnish to the City a complete itemized bill, the appropriate lien waivers, and an affidavit of compliance with State prevailing wage rates and a certified copy of the payroll for this project.
7. Warranty information must be provided and include warranties for material and workmanship.
8. Contractor must be properly licensed with federal, state and local governments and agencies. The Contractor shall comply with all the provisions of Missouri statues, and is bound to comply with section 292.675 regarding completion of Occupational Safety and Health Administration construction safety program and any amendments thereto.
9. Prevailing wages paid to all workers shall comply with the wage rates established by the Missouri Division of Labor Standards. The Contractor shall comply with, and is bound by, the provisions of Missouri statues pertaining to the payment of wages on public works projects contained in sections 290.210 through 290.340, section 290.550, section 285.530 (RSMo 2000), and any amendments thereto.
10. The CITY OF HOUSTON in accordance with Title VI of the Civil Rights Act of 1964, 78, Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies 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 in response to this invitation and will not be discrimination against on the grounds of gender, disability, race, color or national origin in consideration for an award.

11. Each bid shall be submitted on the attached “Bid Response Form”, “Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq.,” and “Non-Collusion Affidavit of Prime Bidder” which shall be signed with the full name of the company submitting the proposal. The proposal shall be signed by an authorized agent or officer of the company, stating his/her title, along with the complete mailing address and telephone number stated. Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq. and Non-Collusion Affidavit of Prime Bidder must be signed and notarized.

12. Any bid proposal may be withdrawn prior to the closing time for receipt of the bids; but no bid proposal shall be withdrawn for a period of ninety days after the closing time for the receipt of the bids.

13. All conditions and specifications are incorporated by reference in any purchase order issued or contract signed.

14. All pages of the “Bid Response Form” must be returned in its entirety, along with any deviations from the specifications noted on separate sheets. Failure to do so is cause for rejection of any bid proposal.

15. Signature of bidder on “Bid Response Form” indicates that he/she has examined the information herein and is familiar with requirements as to equipment, supplies and labor of such undertaking; and he/she has prepared, examined and checked the Proposal to ascertain that no mistake or error is contained in the Proposal, and that he/she will make no claim for correction or modification after the closing time for the receipt of the bids.

### III. GENERAL PROVISIONS OF THE SPECIFICATIONS SCOPE OF WORK

The City of Houston is requesting proposals for the design, delivery, site preparation and installation of playground equipment. Provide all labor, material, time, equipment, insurance, etc for a complete Scope of Work as a general contractor for the project listed below. Total project budget is \$50,000. This includes site preparation, concrete, play components, signage, and clean up.

#### A. Playground Equipment

1. The City of Houston is interested in a 5-12 year old playground for Westside Park, 110 King Street, Houston, Missouri, 65483.

2. Playground Design/Theme: All proposals for playground equipment should complement the design/theme of the existing equipment which is adjacent to the new playground.
3. Footprint of the existing 5-12 year old playground is about 55' x 36'.
4. Installer Qualifications: An experienced installer who has experience specialized in installing work similar in material, design and extent to that indicated for this Project and who is acceptable to manufacturer of playground equipment.
5. Manufacturers Qualifications: A firm whose playground equipment components have been certified by IPEMA's "3rd Party Certification" service. a. Provide only playground equipment and play structure components bearing the IPEMA Certification Seal.
6. Standards and Guidelines: Provide playground equipment complying with or exceeding requirements of the following: a. ASTM F 1487. b. CPSC No. 325, "Handbook for Public Playground Safety." c. Label play structures with warning label and manufacturer's identification per ASTM F 1487.
7. Accessibility: Playground must meet all ATSM, CPSC, and 2010 ADA standards for accessibility. All designs should encourage maximum interaction between children of all abilities.
8. Bidders shall submit scale drawings of structures with their bid.
9. All equipment colors will be selected when ordering equipment.

#### B. Installation

1. Playground equipment shall be installed according to the manufacturer's recommendations and approved by the City of Houston.
2. All concrete used in the installation must be poured from a concrete truck.
3. Contractor is responsible for staking of the project so that the Parks and Recreation Director can approve the location prior to installation.

#### IV - CHANGES AND EXTRAS

The City may make changes within the general scope of the Contract by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the City in

accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor and must be agreed upon in writing by the City prior to beginning such work. Any adjustment in the contract sum resulting for authorized extra work or change in work shall be determined based on unit prices previously specified, to the extent that such unit prices are applicable. If such unit pricing is not applicable, the adjustment in Contract Sum shall, at the option of the City be determined by an acceptable lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, or by an acceptable cost plus percentage or fixed fee.

V – INDEMNIFICATION, INSURANCE AND BONDS The Contractor agrees that he shall and will indemnify, hold harmless and defend the City, his agents, servants and employees from and against any and all losses, damages (by judgment or settlement), charges and expenses (including reasonable attorney's fees) which they or any one or more of them may incur or sustain by reason of any claims or causes of action for personal injury or injuries, including death, to any person or persons whomsoever (including the officers, agents, servants or employees of the Contractor or of any subcontractor) including but not limited to such claims or causes of action arising out of, or in any way connected with, or occasioned by the work performed by the Contractor or subcontractor, their respective agents, servants or employees under or pursuant to this contract. Without limiting his liability under this contract, the Contractor shall procure and maintain at his expense during the life of this contract insurance of the types stated below at the amounts required by Missouri law:

1. Workmen's Compensation Insurance in full compliance with the Workmen's Compensation and Occupational Disease laws of the State of Missouri.

2. Comprehensive General Liability: Bodily injury, including death  
Property damage

3. Comprehensive Automobile Liability:  
Bodily injury, including death  
Property damage

The Comprehensive Liability Policy shall include blanket contractual liability coverage or a contractual liability endorsement covering the liability assumed by the Contractor



under this agreement with limits not less than those specified. The certificates of insurance to be furnished hereunder shall reflect such coverage. Said insurance shall be written by a company licensed to do business in the State of Missouri and satisfactory to the City. Before commencing any work hereunder, certificates evidencing the maintenance of such insurance shall be furnished to the City and shall contain the following statement: Insurance evidenced by this certificate will not be canceled or altered except ten (10) days after receipt by the City of Houston, Missouri of written notice thereof. Contractors shall not subcontract the performance of any part of the work without requiring the subcontractor to procure and maintain insurance in the forms and amounts approved by the City, and likewise said subcontractor shall pay wages specified by the Missouri Division of Labor Standards. The Contractor shall, at a minimum, pay wages and benefits in accordance with annual wage order identified. A copy of the wage order must be posted on site in a location available to employees engaged in work on the site. The Contractor, and each subcontractor, shall submit certified copies of their current payroll in conjunction with submittal of payment requests setting forth the names and addresses of each worker; the class or type of work; rate of pay; daily and weekly hours; deductions made; and actual wages paid for each class and type of work performed by each worker on this project. The Contractor, and any subcontractors, shall be subject to a penalty of One Hundred Dollars (\$100.00) per day for each worker employed by them on the job who is paid less than the prevailing wage provided in the wage order. A Payments and Performance Bond issued to the benefit of the City in the amount equal to One Hundred (100.0%) percent of the contract sum as specified in the bid form, herein shall be required by the successful bidder. A 10% Bid Bond shall be provided with the bid.

**VI - CONTRACTOR'S RESPONSIBILITY** Nothing in these specifications shall be construed as placing the work under the specific direction or control of the Owner or relieving the Contractor from their liability as an independent contractor and, as such, they shall be solely responsible for the method, manner and means by which they shall perform their work, including, but not limited to supervision and control of their own personnel and scheduling of the work required to insure its proper and timely performance and they shall exercise due care to prevent bodily injury and damage to property in the performance of the work. Until the work is accepted, it shall be in the

custody and under the charge and care of the Contractor, and he shall take every necessary precaution against injury or damage to the work by the action of all the elements, or from any other cause whatsoever. The Contractor shall restore and make good at his own expense all injuries or damages to any portion of the work before its completion and acceptance. Issuance of any estimate or partial payment to the contractor for any part of work done will not be considered as final acceptance of any work. The Contractor agrees to assume and shall have full and sole responsibility for compliance with all Federal, State or Municipal laws and regulations in any manner affecting the work to be performed by the Contractor and subcontractors, including, without limiting the generality to the foregoing, the laws of the State of Missouri relating to the "Safety of Construction Works in Certain Cities," as amended or as may be amended. It is agreed to by the Contractor that it will comply with all the terms and conditions, and requirements of the Americans with Disabilities Act (ADA), including not only in hiring practices but its employment practices and all the requisite accommodations necessary there under to comply with the ADA, as amended or as may be amended.

**VII - PROSECUTION OF WORK** The Contractor shall be responsible for all work under this contract whether performed by the Contractor or a subcontractor. The Contractor shall provide the name of a competent and reliable superintendent who at all times shall have the full authority to act on behalf of the Contractor. Contractor shall not commence work until a Notice to Proceed has been issued by the City of Houston. Such notice to proceed will not be issued until the city has received and approved all documents required in the general terms and conditions including construction schedule, Insurance Certificate and required Performance and Payment Bonds. After commencement of the Work, the work shall proceed continuously unless otherwise provided for in the approved schedule. The Contractor shall report to the City as such intervals as the City may reasonably direct, the actual progress of the work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason, he shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the City for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable, the Contractor will not be required to take, or

cause his Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the City shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable shall be borne by the Contractor. Nothing herein shall be construed as placing the work under the specific direction or control of the City or relieve the Contractor from his responsibility or liability under this contract. The Contractor shall be solely responsible for the method, manner and means by which their subcontractors perform their work including, but not limited to, the supervision and control of personnel, scheduling of the work and in exercising due care to prevent bodily injury to employee or the general public and damage to property in prosecution of this work. If the Contractor fails to begin the work within the time specified, or fails to perform the work with sufficient workers and equipment or performs their work in an unsuitable manner or neglects or refuses to remove materials or perform anew such work as has been rejected as defective and unsuitable, or discontinues the prosecution of the work, or for any other cause whatsoever does not carry on the work in an acceptable manner, or if the Contractor becomes insolvent or declares bankruptcy, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, the City shall give notice in writing by registered mail, to the Contractor and their surety of such delay, neglect, or default. If the Contractor and their surety after such notice, does not proceed to properly prosecute the work within ten (10) days, the City shall have full power and authority at their option and without violating the contract to take over the completion of the work, to appropriate or use any or all materials and equipment on the ground that may be suitable and acceptable or to enter into agreements with others for the completion of said contract according to the terms and provisions thereof, or to use such other methods as may be required for the completion of said contract in an acceptable manner. For all costs and charges incurred by the City, together with the cost of completing the work under the contract, the Contractor and their surety shall be liable and such costs may be deducted from any monies due, or which may become due the Contractor. In case the expense so incurred by the City for work equal in quality and quantity to that required of the Contractor hereunder, is less than the sum

which would have been payable under the contract if it had been completed by the Contractor, the Contractor shall be entitled to receive the difference; and in case such expense for work equal in quality and quantity to that required of the Contractor hereunder exceeds the sum which would have been payable under the contract, the Contractor and their surety shall be liable and shall pay to the City the amount of said excess. Failure of the City to take action as stipulated above shall not relieve the Contractor and his surety of their obligations. Any discrepancies or questions pertaining to the extent of the work shall be submitted immediately to the City Administrator. Performance of the Work hereunder may be terminated by the City by giving three (3) days prior written notice to the Contractor if the City, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, the Contract Sum shall be reduced in an equitable manner by agreement between the parties or by arbitration pursuant to the Construction Industry Arbitration Rules.

VIII - PAYMENT The Contractor shall be entitled to periodic payments or one final lump sum payment. Before any payment is made, the Contractor shall furnish to the City a complete itemized bill, the appropriate lien waivers, and an affidavit of compliance with State prevailing wages rates and a certified copy of the payroll for this project. The City will make payment within thirty (30) days after the completion of the work and acceptance of the work. All work shall be inspected by the Public Grounds Supervisor prior to submittal of a bill for payment. All deficiencies shall be corrected before payment is made. Final payment shall not relieve the Contractor of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance.

IX - WORKING CONDITION The Contractor, during the construction period, may leave essential equipment at a location approved by the City Administrator. The Contractor shall be responsible for damages to any city property. The Contractor shall secure the work site against possible injury or harm to others.

X - CLEAN-UP All waste materials, workmen debris, lunch bags, etc. shall be cleaned from the job site each day. Should these items not be satisfactorily removed, the City reserves the right to charge the Contractor's final bill appropriate costs for such cleaning.

XI - COMPLETION TIME The Contractor agrees to complete the job to the City's satisfaction no later than March 30, 2022. Should any unavoidable delays cause the Contractor to go beyond this deadline, the Contractor shall notify the City in writing, and the contract shall be extended as the City deems reasonable. Should the Contractor go beyond this date for no justifiable reason, the Contractor agrees to be held liable for and have deducted from his pay, one hundred dollars (\$100.00) for each calendar day beyond the deadline.

XII – WARRANTY Bidders shall supply a Statement of Warranty for materials and workmanship.

BID RESPONSE FORM Houston Parks and Recreation Westside Park Playground

Replacement Name of

Contractor \_\_\_\_\_

Item Total Cost Playground Equipment (including delivery)

Manufacturer:

Warranty: \$ Installation of Playground Equipment

TOTAL: \$

Estimated construction time frame from contract award: \_\_\_\_\_.

I, (print name) \_\_\_\_\_, authorized  
representative of (print company name)

\_\_\_\_\_ have read and understand  
the terms and conditions of this Playground Replacement. I agree to all stated conditions.  
Materials quoted which do not meet the preferred specifications are described in separate  
sheets attached to this response form. Please mark the envelope with (City Clerk,  
Westside Park Playground Replacement, Do Not Open)

\_\_\_\_\_  
Signature of Representative and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address City Zip

\_\_\_\_\_  
(Phone) (Email)

BID RESPONSE FORM NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of ) ) ss County of ) \_\_\_\_\_, being first  
duly sworn, deposes and says that: 1. He/She is owner, partner, office, representative or  
agent of \_\_\_\_\_, the Bidder that has submitted the attached bid; 2. He/She is  
fully informed respecting the preparation and contents of the attached bid and of all  
pertinent circumstances respecting such bid; 3. Such bid is genuine and is not a collusive  
or sham bid; 4. Neither the said Bidder nor any of its officers, partners, owners, agents,  
representatives, employees or parties in interest, including this affidavit, has in any way  
colluded, conspired, connived or agreed, directly or indirectly, with any connection with  
the contract for which the attached bid has been submitted or to refrain from bidding in  
connection with such contract, or has in any manner, directly or indirectly, sought by  
agreement or collusion or communication or conference with any other bidder, firm or  
person to fix the price or prices in the attached bid or of any other bidder, or to fix any  
overhead, or to secure any advantage against the City or any person interested in the  
proposed contract; and 5. The price or prices quoted in the attached bid are fair and  
proper, and are not tainted by any collusion, conspiracy, connivance or unlawful  
agreement on the part of the Bidder or any of its agents, representatives, owners,  
employees, or parties in interest, including this affidavit. Signed

\_\_\_\_\_ Title

\_\_\_\_\_ Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Notary Public:

\_\_\_\_\_ My Commission expires:

\_\_\_\_\_

BID RESPONSE FORM Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq.  
For all Agreements in excess of \$5,000.00. Effective January 1, 2009 STATE OF  
\_\_\_\_\_ ) ss. COUNTY OF \_\_\_\_\_ ) Before me, the  
undersigned Notary Public, in and for the County of \_\_\_\_\_, State of  
\_\_\_\_\_, personally appeared (Name) \_\_\_\_\_ who is  
\_\_\_\_\_ (Title) of \_\_\_\_\_ (Name  
of company), (a corporation), (a partnership), (a sole proprietorship), (a limited liability  
company), and is authorized to make this affidavit, and being duly sworn upon oath  
deposes and says as follows: (1) that said company is enrolled in and participates in a  
federal work authorization program with respect to the employees working in connection  
with the contracted services; and (2) that said company does not knowingly employ any  
person who is an unauthorized alien in connection with the contracted services. The terms  
used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.  
Documentation of participation in a federal work authorization program is attached to this  
affidavit.

\_\_\_\_\_

Signature

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_ Notary Public My commission expires:

\_\_\_\_\_