



Request for Proposals

To Design, Procure and Install All-Inclusive
Playground Equipment at Heritage Park

Active Core

March 22, 2022

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Section I: Request for Proposal

The Village of Homer Glen is requesting proposals to design, procure and install all-inclusive playground equipment for Heritage Park, Active Core. The Village will select one (1) proposer to provide equipment, materials and installation services for the park as outlined in this request.

For the purpose of this RFP and the anticipated Agreement, "Village" means the Village of Homer Glen, and "Services" means the provision and installation of Equipment and Materials for the construction of all-inclusive additional playground equipment at Heritage Park, Active Core ("Park").

The selected contractor will be invited to enter into an agreement with the Village, in a form to be provided by the Village ("Agreement"), to provide the equipment and services in accordance with the Project Scope section of this RFP. The Village Board has the ultimate authority to approve any proposal and to authorize execution of the negotiated Agreement.

Section II: Introduction

Incorporated April 17, 2001, the Village of Homer Glen is located in northeastern Will County, 25 miles southwest of downtown Chicago. Homer Glen has a population of approximately 24,591. Homer Glen is one of Will County's largest municipalities encompassing more than 22 square miles. In 2021, the Village established the Ability Awareness Committee, a volunteer committee with a focus on inclusivity for residents with all abilities. One of the Committee's focus has been increasing the availability of inclusive play equipment at village parks.

The Village of Homer Glen currently manages fourteen (14) parks throughout the Village.

The Park is located at 14240 W 151st St in Homer Glen. The Heritage Park / Active Core is approximately 6.75 acres and has the following amenities: Tennis Courts, Pickleball Courts, Sand Volleyball, Nature Play Area, Sensory Garden, Ninja Challenge Course, Exercise Area, Pavilion and Walking Paths.

Section III: Scope of Work

The project consists of the design, procurement and installation of an all-inclusive playground system including fall zone material at Heritage Park / Active Core. Work is to include the design of a play system, as well as the installation of commercial grade playground equipment, equipment footings, drainage materials, fall zone material and perimeter edging. All equipment will be assembled and installed by the proposer.

The Park must serve all ages listed in Appendix A and should comply with the Americans with Disabilities Act and Illinois Disability Guidelines. The Park must have appropriate signage, walkways, ramps, and access points to enable efficient movement and use of the Park. The playground and the Equipment and Materials therein must comply with the National Recreation and Parks Playground Safety Inspection guidelines. The Village's total budget for the Park, including all Equipment, Materials, construction, and installation is \$225,000, and the Village's expectation is that all of the construction work will be complete by August 31, 2022. Construction schedule may change with approval of the Village.

The Village is issuing this RFP for proposers to submit proposals, which must include, without limitation, proposed designs and specifications ("Design Proposal") for the proposed Park construction. Proposers shall provide a maximum of three (3) designs for each supplier represented for the park playground. The Design Proposal must satisfy the specifications set forth by the Village in Appendix A.

The playground assembly, construction and installation will be provided and managed by the Proposer. The Proposer must supply direct supervision from manufacturer or supply qualified and certified representative familiar with playground installation. All tools and equipment required to install play equipment shall be provided by the Proposer. The work site shall be protected throughout the delivery and installation process.

The firm that is selected pursuant to this RFP will be invited to enter into the Agreement with the Village, which Agreement will be provided by the Village. The Agreement will require that the selected proposer provide all of the Equipment and Materials set forth in the Design Proposal so that the Construction Firm can construct the park and install the Equipment and Materials in accordance with the selected proposer's Design Proposal.

All Equipment and Materials provided by the proposer must be new and first quality as to construction, workmanship and appearance.

Section IV: Deliverables and Submittal Procedures

The firm must provide the following:

1. Cover Letter, including the Name, Address, Phone Number, Email Address, Web Site, and Brief History of Your Firm.
2. List of Qualifications and Certifications, and Required Licensing.
3. List a minimum of three (3) references, preferably should be government entities.

4. Design Proposals. The proposer shall submit the Design Proposals in an electronic format. A copy of all design drawings that are part of the Design Proposal must be provided in large board format (48" x 36" is preferred).
5. Proposal and Fee Structure
 - a. The proposer shall describe all the costs and fees associated with the provision of the Services, including an itemized list of the cost for each piece of Equipment and all Materials. The fee summary should clearly identify the proposed not-to-exceed fee, inclusive of all goods and services, for the provision of the Services in accordance with the Project Scope provided in Section III of this RFP.
 - b. The not-to-exceed costs specified by the proposer are to include all direct and indirect costs of implementing the Services, and the Village shall not be bound to pay any additional costs absent a written change order.

All questions regarding the Request for Proposals should be directed in writing to John Robinson, Parks and Facilities Superintendent, at jrobinson@homerglenil.org. Questions will be accepted until April 1, 2022 at 4:30 p.m. An optional site visit will be scheduled for March 30, 2022 at 10 a.m.

The Village must receive a presentation board, 3 hard copies and 1 digital copy of the final proposal. All proposals must be delivered in a sealed envelope to:

John Robinson, Parks and Facilities Superintendent
Village of Homer Glen
14240 W. 151st Street
Homer Glen, IL 60491

Proposals must be received no later than **12:00 p.m. on April 15, 2022**. Proposals submitted after this time will not be accepted. No oral, telephone, or facsimile proposals will be considered.

Section V: Evaluation and Selection Process

Proposals will be evaluated by Village staff, the Village Parks and Recreation Committee and Village Board with input from residents. All respondents who submit a valid and complete response will be evaluated based on the following criteria:

1. ADA, ASTM, IPEMA & SPSC compliance
2. Proposal addressed design guidelines and specifications
3. Quality of design, play value and target demographic
4. Uniqueness of equipment

5. Quality and durability of equipment
6. Inclusivity of equipment
7. Cost
8. Overall quality of proposal

Following the review and evaluation of all submittals, an interview and/or presentation may also be requested to aid in the selection.

Tentative Timeline

RFP Issued	March 22, 2022
Optional Site Visit	March 30, 2022
Questions Due	April 1, 2022
RFP Deadline	April 15, 2022
Consideration of Proposals	April 18 – April 22, 2022
Village Board Approval	April 27, 2022

Section VI: Additional Terms of Qualification

The following additional terms must be met in the firm’s preparation of and the Village’s consideration of each submittal.

1. Compliance with Laws:
 - a. All services of any qualifying firm shall comply with all Federal and State of Illinois laws, county and municipal codes, ordinances, rules and regulations that in any manner affect the services to be provided or the operations of the firm, including, but not limited to, the Prevailing Wage Act, the Illinois Procurement Code, and all laws governing employment.
 - b. A qualifying firm shall certify that it shall not discriminate against any worker, job applicant, employee, or member of the public, because of race, creed, color, sex, sexual orientation, age, handicap, or national origin, and shall not otherwise commit any unfair employment practice, and that it shall comply with all requirements of the Illinois Human Rights Act, as amended (775 ILCS 5/101, et. seq.), and all rules and regulations of the Illinois Department of Human Rights and the Equal Opportunity Commission.
 - c. A qualifying firm shall further certify that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code (30 ILCS 500/1-1, et. seq.); and further certifies that it has not been barred from contracting with a unit of State or local government as a result of any violation of Sections 33E-3 or 33E-4 of the Illinois Criminal Code {720 ILCS 5/33E-3, 33E-4}. Furthermore,

qualifying firms must submit a completed and signed Non-Collusion Certificate (Appendix B).

- d. A qualifying firm shall also certify that its workplace complies with the Drug Free Workplace Environment Act {30 ILCS 580/1, et. seq.}, and that it provides a written program for prevention of substance abuse among employees and testing of employees for substance abuse, in accordance with the Substance Abuse Prevention Act (820 ILCS 265/1, et. seq.).
- e. A qualifying firm shall have the ability to obtain all necessary licenses, permits and approvals, whenever applicable.
- f. A qualifying firm shall submit a completed and signed Certifications and Assurances form (Appendix C).

2. Insurance and Indemnification:

- a. A qualifying firm shall provide evidence of insurance coverage.
- b. To the fullest extent permitted by law, the qualifying firm shall, if awarded a contract with the Village, agree to indemnify and hold harmless the Village, its officers, employees, agents and volunteers from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from the performance of the services to be provided; provided that any such claim, damage, loss or expense
 - i. is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, and including the loss of use resulting therefrom; and
 - ii. is caused in whole or in part by any wrongful or negligent act or omission of the firm or anyone directly or indirectly employed by the firm or anyone for whose acts it may be liable, except to the extent it is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. A qualifying firm shall similarly agree to protect, indemnify and hold and save harmless the Village, its officers, employees, agents and volunteers against and from any and all claims, costs, causes, actions, and expenses, including but not limited to legal fees incurred by reason of such firm's breach of any of its obligations under, or default of, any provision of any contract entered with the Village for such services.

c. Insurance Requirements

1. Commercial General and Umbrella Liability Insurance (CGL):

- A. \$1 million per occurrence
- B. \$2 million aggregate

2. Professional Liability Insurance

- A. \$1 million per occurrence
- B. \$1 million annual aggregate

3. Auto Liability

- A. \$1 million per occurrence Combined Single Limit or
- B. \$1 million bodily injury per occurrence
- C. \$500,000 property damage

All Certificates of Insurance shall include the Village of Homer Glen as additional named insured, as well as the Village's officers, agents, employees and volunteers.

- d. Worker's Compensation Insurance: Worker's compensation and employers' liability insurance shall be provided as statutorily required items.

Section VII: Contract

The Village reserves the right to make an award without further discussion of the proposal submitted or to not make any award. The proposal must be submitted initially on the most favorable terms which the firm can propose. The firm shall enter into a written contract, which shall be submitted to the Corporate Authorities of the Village for approval. Final acceptance of the proposal shall only be complete under Corporate Authorities acceptance of a contract executed by the firm.

Consultant should be prepared to accept a contract resulting from this RFP. It is understood that the proposal will become a part of the official file on this matter without obligation to the Village.

This RFP does not obligate the Village to contract for services specified herein. The Village reserves the right, in consultation with the selected firm, to make revisions to the proposed selected design.

APPENDIX A

Design Element Guidelines & Play System Specifications

Proposers should base their playground equipment designs on meeting all accessibility and safety standards as well as the guidelines & specifications listed in this RFP. Quality of equipment components, quality of design, play value, cost, and appropriateness to location and target demographic must be taken into consideration in the design of the play system. Special consideration will be given to all-inclusive and sensory play features.

Required Items

1. All play system elements must meet and/or exceed all federal, CPSC, ASTM & IPEMA guidelines.
2. Ages 2 - 5 play structure
3. Ages 5 - 12 play structure
4. Ages 2 - 5 swing set
5. Additional swing bay with an inclusive parent and child swing.
6. Play surface shall be pour in place.

Preferred Play System Qualities

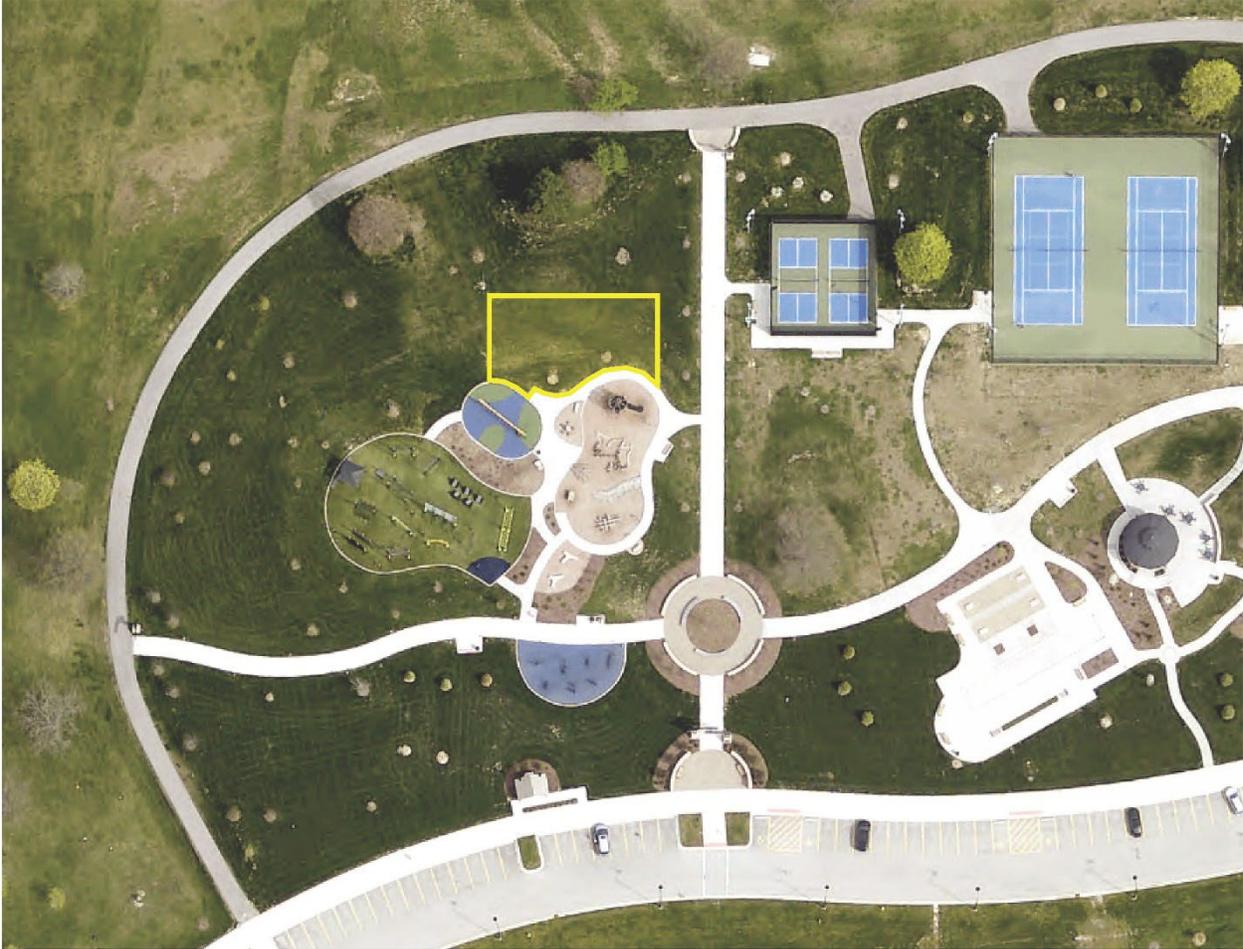
1. Play systems that provide shade to users i.e. roofs.
2. Structures should provide a variety of built-in activity panels and climbers.
3. Structures and elements should be unique.
4. Structure should be inclusive.
5. All play system elements must demonstrate the highest level of durability in materials and finishes selected in consideration of child health and safety.

In the proposal, provide a list of the components proposed for the Heritage Park / Active Core play system. Include structure and component model numbers, materials, color choices and recommendations, protective area requirements, target age ranges and developmental levels, target play type or activity, estimated lifetime of equipment including manufacturers warranty and any other relevant descriptive information.

Play system design shall safely fit in the playground area as shown on the site plans. Proposers are encouraged to be creative in their designs and to maximize the role of unstructured play in their proposals. Proposers may submit proposals from non-traditional type playground structures, if desired, in whole or as components of the overall playground.

APPENDIX B

Site Aerial



Address: 14240 W 151st St, Homer Glen, IL 60491

The shaded area is where the playground equipment is expected to be installed. It is not the expectation that the entire space be included in the playground design.

APPENDIX C

NON-COLLUSION CERTIFICATE

The Undersigned Bidder is not barred from bidding for this Contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38 of the Illinois Revised Statutes concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts.

(Printed Name of Contractor)

Address

City

State

Zip Code

Signature of Authorized Representative

Title

Date

APPENDIX D

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the Village without further negotiation at any time within the 60-day period.
2. In preparing this proposal, I/we have not been assisted by any current or former employee of the Village whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
3. I understand that the Village will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals will become the property of the Village, and I/we claim no proprietary right to the ideas, writings, items, or samples.
4. I/we warrant that, in connection with this procurement:
 - a. The price and/or cost data have been arrived at independently, without consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any competition.
 - b. Unless otherwise required by law, the prices and/or cost data which have been submitted have not knowingly been disclosed by him/her prior to opening, in the case of a proposal directly or indirectly to any other competitor
 - c. No attempt has been made or will be made by the consultant to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Consultant _____

Signature _____ Date_____

Title _____