



LEGAL NOTICE

REQUEST FOR PROPOSAL SEALED PROPOSAL 11-176

For

Towne Park Play Area

For

**ST. CHARLES COUNTY GOVERNMENT
ST. CHARLES, MISSOURI**

St. Charles County is seeking proposals for **Towne Park Play Area**. The county reserves the right to terminate the contract for any violation, by the successful proposer, of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies.

PROPOSAL INSTRUCTIONS

One original and one [1] signed copy of the proposal must be received in a sealed envelope plainly marked “**11-176 Towne Park Play Area**” with the due date and time in the lower left corner of the envelope.

An authorized representative of the company/person submitting the proposal must sign the proposal, in blue ink.

Proposals must be submitted to the St. Charles County Finance Department-201 North Second Street-Room 541-St. Charles MO-63301 prior to **9/21/2011 at 2:00 PM**.

St. Charles County reserves the right to accept and/or reject any and all proposals.

Proposal results may be obtained by emailing a request to the St. Charles County Purchasing Manager at purchasing@sccmo.org, **no phone calls please**. Include the name and number of the proposal and date of the proposal opening when requesting the results. The time it takes for final proposal results to be made public depends on the complexity and cost of the project.

PROPOSAL INQUIRIES

Any questions or clarifications concerning this Request for Proposal must be submitted in writing via E-mail (preferred), mail or fax to:

Rick Hooker, Purchasing Manager
St. Charles County Government
Finance Department
201 North Second St
St. Charles, Missouri 63301
Fax: (636)949-7589
purchasing@sccmo.org

- The proposal number and title shall be referenced on all correspondence.
- All questions must be received no later than **5:00 PM** on **09/14/2010**. Any question received after this deadline may not be answered.

Responses to questions/clarifications will be placed on the County’s website <http://finance.sccmo.org/finance>. Check this website frequently for updates and any addendum that are issued.

Prohibited Communication

Unauthorized contact with any representative, other than through the procedure outlined in the section titled “Proposal Inquiries”, concerning this request is prohibited. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and the Agencies within St. Charles County. Any Offeror engaging in such prohibited communications may be disqualified at the sole discretion of St. Charles County.

TERMS AND CONDITIONS

- St. Charles County reserves the right to reject any and all proposals or parts of a proposal and waive technicalities, and to adjust quantities.
- All proposals will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of proposal opening.
- All delivery costs or charges must be included in the F.O.B. destination proposal price.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to St. Charles County and must be excluded.
- The contract shall be effective for the approximate twelve (12) month period from the date of the notice of award.
- The electronic version of this RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this RFP on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the proposal must sign all proposals, in blue ink.
- Vendors must submit two [2] signed copies of their proposal; one is to be an original and so marked.
- All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the proposal.
- St. Charles County will not make an award to any individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "Void" and will not be opened.
- The successful proposer is specifically denied the right of using in any form or medium the names of St. Charles County or any other public entity within the St. Charles County for

public advertising unless express written permission is granted.

- All proposers must possess the necessary and appropriate business and/or professional licenses in their field.
- Award will be made to the low responsive, responsible proposer, or to the offeror whose proposal is most advantageous to the County, price and other factors considered. When payments are to be made to the County, award will be made to the most advantageous offer.
- County reserves the right to accept any item or group of items offered, unless the proposer qualifies his proposal by specific limitations. The proposal can be on an "all or none" basis if wording in the proposal so states and if all items solicited are included in the proposal.
- When applicable, provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.

Employment of Unauthorized Aliens Prohibited (Missouri Revised Statutes Section 285.530)

As a condition for the award of any contract or grant in excess of **five thousand dollars** by St. Charles County to a business entity, the business entity shall, by sworn affidavit and provision of documentation**, affirm its enrollment and participation in a federal work authorization program (**E-Verify**) with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program (**E-Verify**) and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

Any entity contracting with St. Charles County shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit is included in this proposal request. Vendors may choose to send the required documentation using one of the following options:

- Send the notarized affidavit and E-Verify MOU signature page to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301 prior to responding to any solicitations; **OR**
- Send the notarized affidavit and E-Verify MOU signature page along with a proposal solicitation response.

These documents will be kept on file. The notarized affidavit will remain current for **one year** from the date of the notarized affidavit.

**** PLEASE NOTE:**

Acceptable enrollment and participation documentation consists of a valid copy of the signature page of the E-

Verify Memorandum of Understanding, completed and signed by the Contractor, and the Department of Homeland Security - Verification Division

The online address to enroll in the E-verify program is:

<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

Open Records

Any and all information contained in or submitted with the proposal becomes a public record subject to the Missouri Sunshine Law when a contract is executed or all proposals are rejected. If Proposer believes that any information contained in or submitted with the proposal is protected by the Missouri Sunshine Law, Proposer must clearly identify what information Proposer believes is so protected and must also clearly identify the legal basis therefor.

PROPOSAL SPECIFICATIONS

The St. Charles County Department of Parks and Recreation is requesting proposals for the design of and the purchase of equipment for a new playground at Towne Park located at the intersection of Mo. Hwy 61 and Farris Rd in Foristell, MO.

General Specifications

- The budget for this project is an amount not to exceed **\$90,000.00**. This amount covers the total cost for a fully equipped and completed play area.
- The **location** of this play area is to be such that the nearest edge is no less than 75 feet from a newly constructed pavilion adjacent to the site. The general direction of the proposed play area is west of the pavilion.
- The **site** is a **slightly sloping, open hillside** with an adjacent **pavilion and a pond** in close proximity.
- The **size of the finished area** shall be no larger than required for the included apparatus to meet all minimal fall-zone regulations as specified by CPSC, NPSI, ASPM, and others.
- **Vendor responsibilities**
 - **Vendor** shall provide apparatus, as well as site plans for grading and drainage to daylight and detail drawings for any necessary footings or other surface or sub-surface installations.
 - **Vendor** shall provide on-site supervision and inspection by a competent NPCAI Supervisor thru the project's completion.
- **County responsibilities**
 - **County** shall install apparatus with **Vendor's on-site Supervision** during a regular Monday thru Friday work week as mutually agreed and scheduled by both parties.
 - **County** shall provide labor, equipment, tools, wood beam timbers (or other) containment required to install the proposed play area equipment
- The play area is to be **5-12 year age-appropriate** play area.
- The play area theme is that of a **Nature Area** such as reflected in the use of simulated boulders, logs, etc as reflected but not limited to products such as the following:

"Naturerocks",
"Cre8play" Nature Themed Products

“Park Pets & Boulders”,
Playworld “Origins – Boulders and Ropes”,
Dynamo – Image Series “Nature Course”,

or other designs that use simulated natural elements in a manufactured manner and meet IPEMA and CPSC standards.

- All **installation hardware** including nuts, bolts, hangers, mounting brackets, etc. shall be included with the apparatus and shall be;
 - a. Rust-resistant-such as stainless steel or galvanized
 - b. Powder coated
 - c. Vandal resistant with hex-pinned heads

- **Elements** of the play area **may include** but not be limited to;
 - Climbers
 - Slides
 - Steppers
 - Crawl Tubes
 - Musical Features
 - Boulders - Synthetic or natural, w/ or w/o chain, rope, or other attachments
 - Individual personal development apparatus

- **Configuration of apparatus** may be either as a single composite apparatus or as individual stand-alone apparatus with a coordinated theme and user flow.

- **Surfacing is to be EWF** (engineered wood fiber) wood chips to a depth of no less than 12-inches. Rubber will not be accepted.

- **Proposals** shall include;
 - a. **List** of all apparatus and/or composite elements
 - b. **Photographs** of all elements included in the proposal
 - c. **2-dimensional site plan**
 - d. **3 dimensional rendering**
 - e. **List of similar** projects within a 25 mile radius of the site

- **Evaluation Criteria** shall include a review of the entire package with emphasis on the County Parks staff assessment of the following criteria and priorities;
 - a. **20% Cost of the completed project**
 - b. **20% Quality of the materials used in the apparatus**
 - c. **10% Warranties on the individual apparatus**
 - d. **10% Total number of play features**
 - e. **10% Ease of maintenance**

- f. **10% Challenge for the user**
- g. **10% Creativity in the design**
- h. **10% Past experience of the bidder on same/similar projects**

- The **Selection Process** will be done by St. Charles County Park staff and include an evaluation of the submitted proposals per the criteria indicated above, as well as a review of references and past performance with St. Charles County and others.
- **A Mandatory Pre-bid Meeting** is scheduled for **September 9, 2011, 9:00 AM at the site.**
Note: nothing stated in the meeting shall be interpreted as a change to the written solicitation (specs, plans, etc), unless an addendum is issued with changes/clarifications.

Exception Sheet

If the item(s) and/or services proposed in the response to this proposal is in any way different from that contained in this proposal, the proposer is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the proposer's offer is in total compliance with all aspects of the proposal.
Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

Date: _____

Signature: _____

Title: _____



Company: _____

PROPOSAL FORM

11-176

Towne Park Play Area

PROPOSAL DUE DATE: 9/21/2011 at 2:00 PM

Bidder

Submits this cost for the project specified:

\$ _____

Hours of Supervision included in the cost

Authorized signature

Date

THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE PROPOSAL

Audit Clause for Contracts

Examination of Records

The Contractor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations, obtained during audits, will be kept confidential.

The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

Company Name: _____

Business Address: _____

Business Hours: _____

Phone: _____ Fax: _____

Email address: _____

Contact Person: _____

Authorized Signature: _____

(Indicates acceptance of all proposal terms and conditions)

Date: _____



AFFIDAVIT OF WORK AUTHORIZATION

The bidder/contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the County for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)

_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

