Request for Proposals  
Kids Discovery Station  
350 W. Yosemite Ave, Merced, CA

INTRODUCTION

Kids Discovery Station (KiDS), the children’s museum in Merced, CA, invites qualified firms to submit responses to this Request for Proposals (RFP) for supply and installation of outdoor playground equipment described in the subsequent sections. The playground equipment should be designed to fulfill the vision for the overall space design and the requirements outlined in this RFP below. The final selection of a proposal will be based on an evaluation of the cost, Proposer’s experience, and qualifications.

KiDS was awarded a $275,000 funding grant by City of Merced and the Central Valley Community Foundation to create an outdoor exhibit space for the museum. The grant money is to be used to create the “Our World” outdoor exhibit. The Proposer will be compensated for its work with grant funds. All of the work on this project has to be completed by May 31, 2023.

PROJECT DESCRIPTION

The outdoor section of the museum will be designed as the “Our World” exhibit and will be comprised of different sections that imitate travel from outer space to the local region and to the City of Merced. The total outdoor area of the museum constitutes approximately 12,000 sq. ft., and this project will outfit approximately 6,000 sq. ft. of that space. Three major components of the outdoor exhibit that will have to be supplied and installed, include specifically: (i) a family picnic area and playground for ages 5-12 designed based on spaceship and intergalactic/interplanetary travel theme, (ii) a sand and water play area which will evoke images of extraterrestrial planets and raise questions of where water is found in the universe, (iii) a climbing area/performance stage which echoes motifs of Yosemite National Park and surrounding nature. The overall area containing these play components also has to be designed and landscaped to ensure smooth transition between the major play space components. Shade structures are an integral and necessary required part of each of the component of the exhibit. Shading should be designed taking the specifics of the area and its sun exposure into account. The outdoor spaces need to be designed in a way that permits outdoor play in the real conditions of Merced summer when temperatures are high.

The “Our World” exhibit will be designed for children to enjoy with their entire family, or with their peers on a school fieldtrip. With an emphasis on hands-on play, visitors of all ages will be engaged regardless of cultural background or language skills. Museum staff will develop age-appropriate learning objectives and activities that encompass the outdoor exhibits, complement California curriculum and support 21st Century Learning Skills. Pictorial displays, bilingual signage, volunteer docents, workshops and teacher resources will help deepen the experience.

The project generally includes the following work:

- The design, procurement, and supervised installation of the outdoor exhibit features including playground surfacing and overall landscaping.
- The project requires suppliers to design a playground system that meets or exceeds all current federal standards and shall meet the following certifications, guidelines, rules, and regulations:
  - ADA (Americans with Disabilities Act).
  - IPEMA Certification (Internal Play Equipment Manufacturers Association).
- Playground structure(s) shall be designed for age groups 5-12 years.
- The submittal of detailed technical installation, maintenance, and operations instructions. Full warranty information, including fade resistance, must be included.
Attachment “B” shows the map of the site indicating the approximate location of each of the components. The Proposer shall be responsible for walking the project sites if deemed necessary prior to submitting a proposal to ensure they have an accurate understanding of the existing conditions and the scope of the project. The Proposer can request additional information/data from KiDS if necessary. By the act of submitting a proposal, proposers shall have evidenced that they are familiar with the site conditions, scope of work, and have based their proposal on the requirements included herein.

PROPOSAL SUBMISSION

The proposal package shall include the following information:

- Description of the Proposer’s qualification and relevant experiences from past similar projects;
- Conceptual sketches/drawings/photos for the components of the “Our World” exhibit as outlined above and images outlining available materials and color options and/or images from previously completed projects similar to components of the “Our World” exhibit;
- Bid prices for each component including the costs of the equipment, fall zone material, and labor listed separately;
- Approximate timeline/Schedule for the work to be completed (Note: all work must be completed by May 31, 2023);
- Signed “Terms and Conditions Acknowledgement Form” (Attachment “A”).

PROPOSAL SELECTION

This RFP does not commit KiDS to enter into a contract, nor does it obligate KiDS to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. KiDS reserves the right, without qualification, to:

- Select any proposal when such action is considered to be in the best interest of the KiDS;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening for its own convenience;
- Approve or disapprove the use of particular subcontractors;
- Accept other than the lowest offer;
- Exercise discretion and apply its judgment with respect to selection of any proposals submitted;
- Waive informalities and irregularities in the Proposals;
- Negotiate with any, all, or none of the Proposers;
- Select proposals, based on initial proposals received, without discussion or after detailed discussions or contract negotiations;
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with KiDS.

KiDS reserves the right to reject any and all proposals, with or without cause, and to accept proposals which it considers most favorable.

An agreement shall not be binding or valid with the KiDS unless and until it is executed by authorized representatives of the KiDS and of the Proposer.

The selection process will include review of the submitted proposals which will be followed up by interviews with the selected organizations. Proposals for the project will be accepted until an organization is chosen to execute the project. After selection process is complete KiDS and the chosen Proposer will negotiate and sign the contract to fulfill the objectives of the project.

Page 2 of 7
After KiDS reviews the submitted proposals and chooses a firm to complete the project, a Contract will be signed between KiDS and the selected firm hereafter referred to as “Proposer”. The Contract will include, but might not be limited to, the following Terms and Conditions:

1. **PROPOSER QUALIFICATIONS AND STANDARD OF WORK.** Proposer warrants that it is fully qualified to perform the work, and holds all applicable licenses, permits, and other necessary qualifications. Proposer shall perform and complete in a good and workmanlike manner all the work described in this Agreement to the plans and specifications provided to the Proposer by KiDS, and shall do everything required by these Terms and Conditions and other contract documents attached hereto.

2. **KIDS BUSINESS LICENSE** Proposer agrees that if its business is based within City of Merced limits then a current City of Merced business license is required. Failure to comply with this requirement could result in criminal penalties.

3. **PROPOSER SERVICES.** Proposer shall, at its own cost and expense and as authorized and directed by KiDS, provide the personnel, supervision, equipment, supplies, services, administration, transportation, and other needs to complete the work described in the proposal within the agreed upon time schedule and budget. Proposer responsible for obtaining and administering the employment of personnel having the training, experience, licenses, and other qualifications necessary for the work assigned. All project-related costs shall be assumed and paid by the Proposer.

4. **SCHEDULE OF PERFORMANCE AND BUDGET.** The Proposer shall satisfactorily perform the services agreed to between the Proposer and KiDS. The Proposer shall review the remaining work and remaining budget at least monthly and shall confirm that completion may be expected within the budget approved or, in the alternative, give immediate notice when it shall first appear that the approved budget will not be sufficient, together with an explanation for any projected insufficiency. The Proposer shall immediately inform KiDS of any problems, obstructions, or deviations of which the Proposer becomes aware affecting Proposer’s ability to complete the project in a timely, efficient, and competent manner.

5. **INDEPENDENT PROPOSER.** It is expressly understood that Proposer is an independent contractor and that its employees shall not be employees of or have any contractual relationship with KiDS. Proposer shall be responsible for the payment of all taxes, workers’ compensation insurance and unemployment insurance. Should Proposer desire any insurance protection, the Proposer is to acquire same at its expense.

6. **COMPENSATION.** Payment by KiDS to the Proposer for actual services rendered shall be made upon presentation of an invoice detailing services performed.

7. **TERMINATION FOR CONVENIENCE OF KIDS.** KiDS may terminate the Agreement any time by mailing via certified U.S. Mail a notice in writing to Proposer that the Agreement is terminated. If the Agreement is so terminated, the Proposer shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

8. **RECORDS.** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Proposer relating to the matters covered by the Agreement shall be the property of KiDS, and Proposer shall deliver the same to KiDS upon termination of the Agreement. It is understood and agreed that the documents and other materials, including, but not limited to, those set forth hereinabove, prepared pursuant to the Agreement are prepared specifically for KiDS and are not necessarily suitable for any future or other use.

9. **INDEMNITY.** Proposer shall indemnify, protect, defend (with legal counsel selected by KiDS), save and hold KiDS, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Proposer or Proposer’s officers, employees, volunteers, and agents during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or
omissions of Proposer or its employees, subcontractors, or agents, or by the quality or character of Proposer’s work.

10. **INSURANCE.** During the term of the Agreement, Proposer shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

   a. **General Liability.**
      i. Proposer shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
      ii. Proposer shall maintain limits of no less than One Million Dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage.
      iii. KiDS, its officers, employees, volunteers, and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Proposer.
      iv. The policy shall stipulate that this insurance will operate as primary insurance for work performed by Proposer and its subcontractors, and that any other insurance or self-insurance maintained by KiDS or other named insureds shall be excess and non-contributory.
      v. Proposer shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to KiDS naming KiDS of Merced, its officers, employees, agents, and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to KiDS within thirty (30) days of the annual renewal.

   b. **Automobile Insurance.**
      i. Proposer shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars ($1,000,000) per accident for bodily injury and property damage. KiDS, its officers, employees, volunteers, and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired, or borrowed by the Proposer.
      ii. The policy shall stipulate that this insurance will operate as primary insurance for work performed by Proposer and its sub-contractors, and that any other insurance or self-insurance maintained by KiDS or other named insureds shall be excess and non-contributory.

   c. **Professional Liability Insurance.**
      i. Proposer shall carry professional liability insurance appropriate to Proposer’s profession in the minimum amount of One Million Dollars ($1,000,000). Architects and engineers’ coverage is to be endorsed to include contractual liability.

   d. **WORKERS COMPENSATION INSURANCE.** Full workers’ compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars ($100,000) for any one person and as required by law, including Employer’s Liability limits of One Million Dollars ($1,000,000) per accident. The policy shall be endorsed to waive the insurer’s subrogation rights against KiDS.

11. **Qualifications of Insurer.** The insurance shall be provided by an acceptable insurance provider, as determined by KiDS, which satisfies all of the following minimum requirements:

   a. An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
   b. An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers’ compensation provided through the California State Compensation Fund),
   c. **Certificate of Insurance.** Proposer shall complete and file with KiDS prior to engaging in any operation or activity set forth in the Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to KiDS prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies KiDS may have,
KiDS reserves the right to withhold payment if Proposer’s insurance policies are not current.

12. PERMITS AND LICENSES.
   a. Proposer shall apply for and procure permits and licenses necessary for the work.
   b. Proposer shall give notices necessary and incidental to the due and lawful prosecution of the work and shall comply duly with the terms and conditions of permits and licenses.
   c. Proposer shall pay charges and fees in connection with permits and licenses.

13. CONFORMANCE TO APPLICABLE LAWS. Proposer shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules, and ordinances. No discrimination shall be made by Proposer in the employment of persons to work under the Agreement because of race, color, national origin, ancestry, disability, sex, or religion of such person. Proposer hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Proposer so employ such unauthorized aliens for the performance of work and/or services covered by the Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against KiDS for such use of unauthorized aliens, Proposer hereby agrees to, and shall, reimburse KiDS for the cost of all such sanctions imposed, together with any and all costs, including attorneys’ fees, incurred by KiDS in connection therewith.

By signing below the Proposer acknowledges that their organization is informed of the Terms and Conditions for Services and Purchases that the project outlined in this RFP is subject to:

Proposer:

Authorized Representative Name ____________________________________________

Organization Name _________________________________________________________

Organization Address ________________________________________________________

Organization Phone _________________________________________________________

Organization Website ________________________________________________________