



**REQUEST FOR PROPOSALS
CITY OF DAVENPORT
SPLASH PAD DESIGN-BUILD SERVICES**

Issued by:

**City of Davenport
Parks & Recreation Department**

**Proposals must be submitted
No later than 2:00 PM
On November 28, 2024**

LATE PROPOSALS WILL BE REJECTED

For further information regarding this RFP contact
Dan McClain, Parks & Recreation Director
863-588-1130 x 137
dmcclain@mydavenport.org

Issued: October 28, 2024

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Request for Proposal

City of Davenport
1 South Allapaha Avenue
Davenport, FL 33837

PROJECT: Splash Pad Design Build
BID #: RFP 2024-001 – Splash Pad

The City of Davenport Parks Recreation Department is requesting proposals from qualified and experienced Design-Builders to provide a turn key design, engineering, permitting and construction for the City’s Splash Pad located at 5 State Street N.

The City of Davenport will receive sealed proposals until 2:00 p.m. local time on November 28, 2024 at the City Clerk’s office, 1 South Allapaha Avenue, Davenport, Florida 33837. All proposals submitted in response to the Request for Proposals must be received at the City Clerk's office, clearly marked as “Request for Proposals – Splash Pad” and addressed to: City Clerk Rachel Castillo, City of Davenport, 1 South Allapaha Avenue, Davenport Florida 33837.

As an added service bids can be submitted at www.centralbidding.com. For any questions regarding the electronic bidding process, please contact Central Bidding at 225-810-4814 or support@centralbidding.com.

A complete RFP package may be obtained by contacting Parks & Recreation Director Dan McClain at (863) 419-3300 ext. 137 or by email at dmcclain@mydavenport.org. All questions regarding this project can be directed to Dan McClain.

Proposals received after this date will not be accepted. Proposals will be publicly opened and read immediately thereafter in the Commission Chambers. All interested parties are invited to attend. Proposers shall submit one original bid form, three complete copies and one digital version on a USB drive or similar.

For additional information call (863) 588-1130 Ext. 137.

The City of Davenport or the City Commission are not responsible for expenses incurred prior to award.

SECTION 1 – SPECIAL TERMS AND CONDITIONS

A. PURPOSE

The City of Davenport is dedicated to the redevelopment of its downtown. Numerous businesses have opened in the past year and the City is committed to investing in public infrastructure to foster the redevelopment.

The purpose of this project is to contract with a Design-Build Team consisting of qualified and experienced members for the design, permitting and construction of an approximately 3,380 square foot of brushed concrete splash pad (including 5' dry area) with a mechanical room to house Splash Pad equipment.

B. INFORMATION OR CLARIFICATION

Material changes, if any, to the scope of services or solicitation procedures will be valid only if transmitted by written addendum. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal/offer will be considered evidence the Respondent has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

In the event any conflict or ambiguity exists within these documents, such conflict or ambiguity shall be resolved by assigning control of meaning to the documents in the following order: 1) Special Terms and Conditions, 2) Submittal Format and Evaluation, 3) Scope of Work, 4) Supplemental Conditions, then 5) General Terms and Conditions.

C. PRE-PROPOSAL CONFERENCE/SITE VISIT

A pre-proposal site visit can be scheduled by contacting Dan McClain at (863) 419-3300 ext. 137, Monday thru Friday between the hours of 8:00 am to 5:00 pm.

D. LICENSURE REQUIREMENTS

Respondents to this solicitation must meet the definition of a design-build firm as stated in Florida Statute 287.055 (2)(h) below:

- (h) A design-build firm means a partnership, corporation, or other legal entity that:
 1. Is certified under s. 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 2. Is certified under s. 471.023 to practice or to offer to practice engineering; certified under s. 481.219 to practice or to offer to practice architecture; or certified under s. 481.319 to practice or offer to practice landscape architecture.'Registered' contractors solely submitting for either discipline shall not be acceptable or considered.

The design-build firm shall obtain and pay for all licenses required for this project and shall

comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and/or fines imposed on the City or the vendor for failure to obtain required licenses shall be borne by the vendor.

The design-build firm shall be responsible for subcontracting with properly licensed contractors to perform the necessary type of work to be performed for the full duration of the project.

Allowing the license to lapse at any time during the project will be cause for the contract to be terminated for cause. The license must be effective at the time their bid is submitted.

Licenses will be verified through the Florida Department of Professional Regulation website (myfloridalicense.com).

E. QUALIFICATIONS & ELIGIBILITY

The City desires to contract with a qualified and experienced company on this project. Responding companies must have documented experience on splash decks/splash pads or interactive fountains no smaller than 3,380 square feet of brushed concrete splash pad (including 5' dry area). The responding company shall have constructed a minimum of three (3) splash pads or interactive fountains within the last three (3) years, with at least one (1) of those projects being located in Florida. Project reference shall be provided in their submittal as instructed.

Where the Contractor will use a sub-contractor (team member) for the construction and installation of the City's splash pad, the sub-contractor shall have installed a minimum of three (3) projects of similar kind and size within the last three (3) years, with at least one (1) of those projects located in Florida. Project references for the sub-contractor (team member) shall be included in the proposal.

Respondents to this Request for Proposal must hold the proper license. Proposals received from a company not holding the proper license shall be deemed non-responsible and not considered for award.

F. PERMITS

The vendor shall obtain and pay for all permits and inspection fees required for this project and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and/or fines imposed on the City or the vendor for failure to obtain required permits, inspection fees, or inspections shall be borne by the Contractor. Required permits may include the following:

- Florida Department of Environmental Health
- City of Davenport Site Plan
- City of Davenport Building Permit
- Southwest Florida Water Management District
- Any other permitting agency with jurisdiction over the project

All permits will be obtained by and paid for by the Contractor. Contractor shall be

responsible for the cost and effort to obtain any permit variances needed for the final design.

G. METHOD OF AWARD - SINGLE AWARD

It is the intent of the City to select a respondent being most advantageous to the City based on submittals by all respondents. Once submitted, the City will work directly with the top ranked respondent on an acceptable preliminary design and negotiated design/build price. Negotiations will start with the top ranked proposer and may also take place with lesser ranked respondents. The top ranked firm may not necessarily win the final award. The final Agreement will require approval by the City Commission at one of their regular meetings.

The City will contract with a company holding one of the required licenses listed under Licensure Requirements.

The City of Davenport reserves the right to reject any or all Responses or any part of any Response, to waive any informality in any Response, or to re-advertise for all or any part of the work contemplated.

H. DELIVERY OF SOLICITATION RESPONSE

To be considered for award, a proposal must be received and accepted by the City Clerk no later than the due date and time established within the solicitation. Allow sufficient time for transportation and inspection. Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your proposal is securely sealed in an opaque envelope/package to provide confidentiality of the proposal prior to the solicitation closing.

ELECTRONIC SUBMISSIONS BY ANY MEANS SHALL NOT BE ACCEPTED.

I. NOTICE OF RESPONSES RECEIVED

RFP responses received from the approved participants by the appointed due date and time will be recorded and a List of Respondents will be made available. There will be a public opening of the responses.

J. SUBMISSION REQUIREMENTS

Respondents shall submit

- One (1) signed original,
- Three (3) complete copies of the package, and one PDF copy on Thumb Drive.

All submissions shall be sealed and delivered to the City Clerk's office no later than the official RFP Due Date and time. The digital copy shall be in Adobe Acrobat PDF

readable format replicating the content of the paper version of the submission. The digital copy will be an exact duplicate of the paper response submitted.

The City is not liable or responsible for any costs incurred by any Respondent in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your proposal, you are making a binding offer to the City and are agreeing to all of the terms and conditions in this solicitation should your offer be accepted. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the City may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the proposal must initial the change. The proposal shall be manually signed by an official authorized to legally bind the Respondent to its provisions.

K. LEGAL REQUIREMENTS

Federal, State, County, and local laws ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the Respondent will in no way be cause for relief from responsibility.

L. CONTRACT NEGOTIATIONS AND ACCEPTANCE

Proposer must be prepared for the City to accept the proposal as submitted. If proposer fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject proposal or revoke the award, and may begin negotiations with another proposer. No binding contract will exist between the proposer and the City until the City executes a written Agreement.

M. LIABILITY

The Respondent shall hold and save the City of Davenport, its officers, agents, and employees harmless from liability of any kind in the performance which may result from this RFP.

N. INSURANCE REQUIREMENTS

Please submit a copy of your insurance certificate with your proposal. Upon execution of a contract, the Vendor shall maintain insurance during the life of the Contract. Vendor shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Vendor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days (10 days for non-payment) prior to the effective

date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

- Vendor shall, at its sole cost and expense, procure and maintain throughout the term of this agreement, Commercial General Liability and Workers' Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$1,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$2,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.
- Vendor must also provide a Business Automobile Liability insurance policy in the minimum amount of \$1,000,000 Combined Single Limit. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).
- All insurance policies shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty days written notice to the City's contract administrator; 2) be evidenced by an endorsed Certificate of Insurance generated and executed by a licensed insurance broker, brokerage, or similar licensed insurance professional evidencing such coverage, and naming the City of Davenport as a named additional insured, as well as furnishing the City with a certified copy, or copies, of said insurance policies; and 3) be approved as to form and sufficiency by the City's contract administrator. The original insurance certificates, all extensions to the insurance certificate, and declaration sheet should be sent to City of Davenport, Attn: Rachel Castillo, 1 South Allapaha Avenue, Davenport, FL 33837 or e-mailed to rcastillo@mydavenport.org. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. Vendor is solely responsible for all applicable policy premiums, deductibles, and/or self-insured retentions attached to any required coverages. Said insurance coverages procured by the Vendor as required herein, including but not limited to any excess and/or umbrella coverages, shall be considered, and the Vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Vendor as required herein.
- Vendor hereby grants to the City of Davenport a waiver of right to subrogation which any insurer of the Vendor may acquire against the City of Davenport by virtue of the payment of any loss under such insurance. Vendor agrees to obtain an endorsement that may be necessary to affect this Waiver of Subrogation, but this provision applies

regardless of whether the City of Davenport has received a Waiver of Subrogation endorsement from the insurer.

- Vendor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein. Vendor further agrees that any person or entity that they subcontract with shall be considered an additional insured or covered under their insurance policy.
- Nothing herein shall be construed to extend the City of Davenport liability beyond that provided in section 768.28, Florida Statutes.

O. INDEMNIFICATION & HOLD HARMLESS

Vendor shall defend, indemnify and hold harmless the City of Davenport and all of the City of Davenport officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the Vendor its officers, agents or employees in performance or non- performance of its obligations under any agreement or contract with the City of Davenport pursuant to this bid/proposal. Vendor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Davenport when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Davenport in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. Compliance with any insurance requirements required within an agreement or contract pursuant to this bid/ proposal shall not relieve Vendor of its liability and obligation to defend, hold harmless and indemnify the City of Davenport as set forth in this article of the bid/proposal.

Nothing herein shall be construed to extend the City of Davenport liability beyond that provided in section 768.28, Florida Statutes.

P. PRIOR CITY WORK

If your firm has prior experience working with the City DO NOT assume this prior work is known to the evaluation committee. All firms are evaluated on the information contained in their proposal, information obtained from references, interviews, other sources, or presentations if requested. All submittals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects.

Prior work done for the City may be used as a reference submitted by the Professional if it is submitted within their proposal and similar to the work being requested in this RFP.

Q. PROPRIETARY AND CONFIDENTIAL INFORMATION

All RFP submittals delivered and accepted by the City becomes a public record, except as listed below. All material submitted becomes the property of the City and shall not be returned to the submitting entity. The City has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of an RFP package does not affect this right.

The City is governed by the Public Records Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081, F.S., will be exempt from disclosure. If a respondent submits trade secret information, the information must be segregated and each pertinent page must be clearly labeled “trade secret”. The City will maintain the confidentiality of such trade secrets to the extent provided by law. If a respondent labels all or most pages “trade secret”, the Respondent may not be considered for award.

Also pursuant to Section 119.071 (c), F.S., financial statements, if provided, will be exempt from examination by anyone other than legally authorized City employees or agents. The City will maintain the confidentiality of such financial data to the extent provided by law.

By submission of a response to this RFP the responder agrees to hold harmless the City should any information marked as confidential and/or proprietary knowingly or unknowingly be released as the result of a public records request.

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CH. 119, *FLORIDA STATUTES*, TO PROPOSER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY’S CUSTODIAN OF PUBLIC RECORDS, RACHEL CASTILLO, CITY CLERK, 863-419-3300 Ext 125, rcastillo@mydavenport.org, 1 SOUTH ALLAPAHAAVE., DAVENPORT, FL 33837.

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SECTION 2 - SCOPE OF WORK

A. OVERVIEW:

The purpose of this project is to contract with a Design-Build Team consisting of qualified and experienced members for the turn key design, permitting and construction of an approximately 3,380 square foot of brushed concrete splash pad (including 5' dry area), sidewalks, site lighting with a well-planned connection between park features

B. PROJECT SCOPE STATEMENT:

The purpose of this solicitation is to establish a one-time contract with a design-build firm to provide all labor, administration, design, equipment, materials, permitting and construction of a splash pad and associated facilities. The intent is for the splash pad to serve as both a visual feature and an inviting children's play area. Features shall promote areas of multiple children playing together while using the splash pad but also have the ability to serve as a "dry" civic area when the splash pad is not operating. The splash pad shall be approximately 3,380 square feet of brushed concrete splash pad (including 5' dry area) of wet surface, with adjacent over spray area.

Respondents shall submit pricing, accompanied by a conceptual design which includes equipment listing and specifications, piping layout with sizing and water spray feature layout with specifications. The cost for Civil site design/permitting and construction for the related site improvements shall also be included in this Contract. The design-build firm shall be responsible for final grading within the limits of the splash pad and related improvements construction. Respondents may submit more than one conceptual plan with their proposal.

C. PROJECT REQUIREMENTS AND PROVISIONS FOR WORK:

The successful respondent is responsible for design and permitting of all aspects of this project to include the overspray area, splash pad, walkways, site lighting, grading, restorative landscaping and drainage. Sidewalks are required for access to the Splash Pad from the street to the Splash Pad, location based on equipment placing.

The Design-Builder will be expected to provide conceptual and detailed design, supply and installation of splash pad equipment as necessary for the complete functioning of the splash pad system. In addition, it is required that incidental and minor items, specified or implied by the nature of this type of work, be completed within the Proposer's scope of work.

The Design-Builder shall be responsible for preparing all necessary permit applications. The Design-Builder will be responsible for processing the required building permit as well as any required trade permits in accordance with the Florida Building Code and City of Davenport Building Department requirements. All permits required for a construction activity will be acquired prior to commencing the construction activity. The Design Builder will be reimbursed for all permit fees. Delays due to incomplete permit packages, agency rejection, agency denials, agency processing time, lack of payment, or any permit violations

shall be solely the responsibility of the Design-Builder and will not be considered sufficient reason for time extension. Changes to the concept requiring additional permitting activities are the responsibility of the Design-Builder.

State and Federal Agencies:

The Design-Builder shall be responsible for environmental permitting through the agencies with jurisdiction that include the U.S. Army Corps of Engineers, Florida Department of Health, Southwest Florida Water Management District, and Florida DEP. Design-Builder is responsible for complying with these permit conditions, and the permits reference Chapter 373 and 403, Florida Statutes, Chapters 40 and 62, Florida Statute 872.05, Florida Administrative Code; the Clean Water Act.

City Agency:

The project will require a building permit in accordance with City requirements. The Design-Builder will be responsible for preparing the building permit application and processing the plans through the various trades at the City building department that include, but are not limited to, structural, fire, plumbing, and electrical. Any permitting required by City departments and/or agencies shall be prepared in accordance with their specific requirements and regulations. Preparation of all permit applications and the acquisition of all applicable City related permits shall be the responsibility of the Design-Builder. Should it be required, the Design-Builder shall attend and represent the City at public hearings for project review and approval purposes.

Duke Energy:

The Design-Builder shall be responsible for coordinating with Duke Energy for the electrical service.

D. General Splash Pad Design Requirements

1. Design shall meet all applicable code requirements; including, but not limited to, Florida Administrative Code (FAC) 64E-9 and Florida Building Code Section 454. Design will include, but is not limited to:
2. Design of re-circulating system, including pumping, filtration and disinfection.
3. Zero contained depth with gravity flow, non-suction drains.
4. Components to be all flush mounted spray fixtures that can be interchanged with above ground features to allow for future design variety.
5. Components design and colors should supplement or complement existing character of the City.
6. The City would prefer American made components such as Vortex or Rain Drop.
7. No more than 4 features shall be fed by one supply line.
8. ADA compliant throughout the splash pad area.
9. Splash Pad coating shall be concrete or soft play material.
10. Overspray area shall be concrete or soft play material.

E. Recirculation System Requirements

The Recirculation System shall consist of filtration, disinfection (including UV), and pumping. The system must be in compliance with all State and Local Department of Health, Building Code, and other standards and must include at a minimum, the following parameters:

1. Reservoir / Holding Tank:
 - A. Size shall be sufficient in usable water volume of a minimum 5 times the maximum combined feature and filter flow rate.
 - B. Tank lid shall open to expose 100% of the surface area.
 - C. Automatic fresh water fill and water leveling device.
 - D. Non-corrosive polymer access ladder
 - E. NSF certified vacuum cartridge filter elements connected to pump suction lines sized for 100% filtration of both filter and feature pump flow capabilities. Elements must have means of easy removal, cleaning and replacement. A spare set of vacuum cartridge elements shall be provided.

2. Recirculation System Enclosure Requirements / Build-out:
 - A. Space to be provided for the recirculation equipment and controls will be housed in area which will be designated as the mechanical room. Equipment utilized in the mechanical room must meet all code requirements and allow unobstructed access to all equipment for operation and maintenance. Adequate storage for chemicals must be provided adjacent to the enclosure and must include all required safeguards and be protected from access by the public. Chemical storage shall be oriented on the site to provide access for deliveries and servicing.
 - B. Complete filtration assembly must be certified U.L. 1081 standard.

3. Filtration Equipment:
 - A. All internal filtration components must be NSF50 International certified.
 - B. Feature pumps shall be sufficient to operate all spray features at once and activated by a common touch sensor.
 - C. Water chemistry shall be regulated by an approved chemical controller which shall be electronically interlocked with both the filter and feature chemical feed systems. Chemical feed to the feature discharge line shall be halted when flow is stopped. All feeding of chemicals shall be halted if the filter flow is stopped.
 - D. Chemical crocks shall be securely contained.

4. Control System:
 - A. All controllers must be touch programmable with on screen prompts and menu. Controllers must be certified by Underwriters Laboratory (U.L.).
 - B. Controllers must perform, at a minimum, the following functions:
 - C. Control the pad days and hours of operation;
 1. Control activation and sequencing of all spray features without limits to times or patterns;
 2. Monitor, display and control water chemistry;
 3. Provide for remote communication and monitoring via the internet or the City's network.

5. Commissioning:

- A. Equipment manufacturer shall provide a factory representative to arrive onsite after all construction, utility connection and site work has been completed to review the installation of the equipment and to initiate functional operation of the system.
- B. The equipment manufacturer shall provide a minimum of 6 hours of instruction and training (2 days, 3 hours/day) to the facilities designated maintenance team on the procedures required to keep the equipment functioning properly.

The selected Design-Build Construction Services Team shall complete the following tasks and submittals:

1. Conceptual Design:

- Prepare and submit Draft Conceptual Plan of the improvements and a Draft Cost Estimate showing the completed project will remain within the City's budget.
 - a. Design Development and Construction Documents:
 - Prepare and submit 60% Design Plans of the improvements incorporating feedback from City staff and a 60% Cost Estimate showing the completed project will remain within the City's budget.
 - Following review by City staff, prepare and submit 90% design plans of the improvements incorporating feedback from the City staff review and a 90% Cost Estimate showing the completed project will remain within the City's budget.
 - Following review by City staff, Prepare and submit final design plans of the improvements incorporating feedback from the City staff review and a final Cost Estimate showing the completed project will remain within the City's budget.

2. Construction:

- Provide all construction services required for completion of the project.
- Coordinate all required testing, reviews, and inspections.
- Provide construction administration and maintain all project records.
- Attend monthly progress meetings
- Prepare operations & maintenance manuals and train City staff in the operation & maintenance of the system.
- Provide as-built in hard copy, certified by a Florida registered professional surveyor along with AutoCAD electronic copies.

SECTION 3 – SUBMITTAL FORMAT & EVALUATION

ES-1. PROPOSAL FORMAT

Respondents must respond according to the following prescribed format. Not following the prescribed format may result in a deduction of points during evaluation or disqualification of the proposal entirely.

Please submit one (1) un-bound original along with three (3) exact copies for a total of 3 written responses and one electronic PDF. All responses, and copies, are to be bound individually.

Section	Page Limit
Product Literature	No limit
Title Page	1
Table of Contents	1
Letter of Transmittal	1
Background & Qualifications	1
Respondent Referenced Projects	12 max – 4 per project [1 for info pg. & 3 for pics.]
Team Member Background & Qualifications	2
Team Member Ref. Projects	12 max – 4 per project [1 for info pg. & 3 for pics.]
Project Discussion	2
Proposed Designs	2
Features	2pg per feature
City Forms	4
Proposal Forms/Detailed pricing	2
Project Schedule	2
Concept Plan	3
Maximum Pages (excluding product literature)	47

ALL PRODUCT LITERATURE
MUST BE PROVIDED IN
HARDCOPY FORMAT.
REFERENCES TO WEBSITES OR
ON-LINE CONTENT IS NOT
ACCEPTABLE.

The City shall not be responsible for any costs incurred by the Proposer in preparing, submitting or presenting its response to the RFP. This Request for Proposals does not and shall not commit the City or their agents to enter into any agreement, to pay any costs incurred in preparation of the submittals or to procure or contract for services or supplies.

Each Section must be clearly marked as the beginning of a section.

PROPOSAL DOCUMENT FORMAT

Title Page. The Title page shall provide the request for proposals' subject, the company's name, the name address and telephone number of contact person, and the name, address, principal place of business and telephone number of legal entity with whom the contract is to be written.

Table of Contents. The table of content of the proposal should include a clear and complete identification of the materials submitted by section and page number.

Letter of Transmittal. This letter will summarize in a *brief and concise* manner the following:

- (a) Proposer's understanding of the scope of work and make a positive commitment to timely perform the work.
- (b) The letter must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.
- (c) The Letter of Transmittal must be signed by an authorized agent of the company and indicate the agent's title or authority.

SECTION A

Respondent Background and Qualifications. Provide information on your company's background and qualifications in the splash deck/splash pad or interactive fountain market.

Respondent Reference Projects, Respondent Requirement – Provide at least three (3) projects your company has completed within the last three (3) years, with at least one (1) of the projects located in Florida. Include design layout and/or pictures of the sample projects. Include the following information for each reference project:

- Organization Name
- Date of final completion
- Description of the project
- Original contract amount
- Final contract amount
- Size in square feet of wetted surface
- Number of features
- Name of feature manufacturer
- Name of pump/filtration manufacturer
- Contact name
- Contact phone number
- Contact e-mail address

For each member company of the design-build team provide the following:

Team Member Background and Qualifications. Provide information on each of the design- build team members background and qualifications in the splash deck/splash pad or interactive fountain market.

Team Member Reference Projects, Respondent Requirement - Provide at least three (3) projects in the last three (3) years each of the design-build team members has completed, with at least one (1) of the projects located in Florida. Include design layout and/or pictures of the sample projects.

Include the following information for each reference project:

- Name of prime contractor they performed as a sub-contractor for.
- Organization Name
- Date of final completion
- Description of the project
- Project Cost
- Size in square feet of wetted surface
- Number of features
- Name of feature manufacturer
- Name of pump/filtration manufacturer
- Contact name
- Contact phone number
- Contact e-mail address

SECTION A

Project Discussion – Provide a discussion and understanding of the City’s project. Describe any challenges and opportunities you see with the project.

Proposed Designs – Respondents shall submit two conceptual plans and two pricing proposals with their proposal. One conceptual design shall include a central feature, and one shall have a variety of features with no central feature. Be sure to consider the design considerations listed in the Scope of Work section.

Features – Identify the benefits of each design.

Evaluation considerations may include:

- Design Feasibility – meeting the needs and environment of the City project.
- Proposed features.
- Incorporation of the General Design Requirements and Desirable Features provided in Section 2.
- Number of playstations/activities.
- “Fun-factor” of designs provided
- Complementary design to the playground.

The proposed designs may, and most likely will not be the final design approved by the City. This information will be used to evaluate your company, the design-build team, and design services. The City will work with the top ranked firm to determine a final design, play features, and cost.

**SECTION
A**

City Forms – Complete the City forms provided and include in this section.

Detailed Pricing – Provide pricing for the conceptual design on the forms provided.

**SECTION
A**

Project Schedule – Provide a project schedule for the City’s Splash Pad project. Respondents are requested to provide a timeline for completion based on a December 16, 2024 award date.

EVALUATION CRITERIA AND SCORING

EVALUATION CRITERIA	SCORING
Experience/Qualifications/References – Section A	25 score
Proposed Design – Section B	30 score
Overall Value – Sections C	30 score
Project Schedule – Sections D	10 score
Overall Impression of the Respondent & Proposal	5 score
Total Weight Score Possible	100 score

EVALUATION PROCESS and RANKING METHODOLOGY

Proposals will be evaluated and ranked by a Selection Committee or Review Team, in accordance with the evaluation criteria established in the solicitation document.

The City of Davenport evaluations shall be conducted as follows:

- i. The City will verify compliance with the basic solicitation requirements. This verification will include, but is not limited to the review of all stated RFP requirements and supporting documentation in accordance with the stated response format; and Reference Surveys.
- ii. Responsive and responsible solicitation packages will be provided to the Evaluation Panel which shall consist of at least 3 members, but not more than 5 members for their review and consideration.

Evaluation of Companies

- i. The Evaluation Panel will evaluate the responses based on, but not be limited to the criteria indicated within this document. Evaluation will be based on the Panel's ability to identify and determine the Respondent's qualifications applicable to the scope of services specified in this RFP. The evaluation criteria indicate weighted importance of each element.

The Evaluation Panel members will score responses independently through raw scores which will be converted to ordinal scores.

- a. Ordinal Scores are determined as the order of preference based on the individual member's raw scores point totals.
 - i. The highest raw score will receive an ordinal score of 1; the 2nd highest raw score will receive an ordinal score of 2, and so on.
 - ii. The individual ordinal score for each Panel member for each respondent will be added together for a total ordinal score.
- b. The Panel will meet to discuss the responses, scoring, ranking, and any other issues related to the project. Members have an option to either:
 - i. Adjust their scoring based on the discussion;
 - ii. Re-rank respondents based on the discussion; or
 - iii. Determine a ranking by the consensus of the Panel.
- c. Discussion may or may not be conducted with Respondents for clarification purposes.
- d. The Panel may prepare a "shortlist" of highest ranked Respondent depending on the number of Respondents and analysis of the final scoring.

It is the responsibility of each Respondent to insure their proposal includes sufficient information to address the qualifications requested/required and each of the Evaluation Criteria listed.

3. CITY STAFF APPROVAL

The Final Ranking as determined by the Evaluation Committee will be presented to the City Staff for approval to enter into negotiations for a contract with the City for the design-build project.

Upon the selection of a contractor, the City and its stakeholders will work with the Vendor to finalize the splash pad design. The final design may be based on one of the submitted designs or may change significantly based on the input and desires of the stakeholders.

REQUIRED FORMS INDEX

- 1. General Contractor Information**
- 2. Engineer Information**
- 3. Installer Information**
- 4. Manufactures Information**
- 5. Respondent's Certification**
- 6. Addendum Acknowledgement**
- 7. Project Pricing**
- 8. Drug Free Workplace Certification**
- 9. Payments, or termination**
- 10. Public Contracting and
Environmental Crimes Certification**
- 11. Sworn Statement on Scrutinized
Companies Certification**

Complete ALL the forms in this section and submit them in a sealed envelope as your bid response.

1. <u>General Contractor Information</u>			
Company Name: _____			
Physical Address: _____			
Mailing Address: _____			
Phone No.: _____		FEIN No. _____	
Email Address: _____			
		No. of Years in Business _____	
No. of Personnel Currently Employed _____		No. of Personnel Available for this Project: _____	
Principal Name		Title	
Has your company ever constructed/engineered/installed a splashPad? _____			
If yes, has your company completed a splash pad project within the last 3 years? _____ Describe the type of work normally performed by your company:			

Provide information regarding who may be contacted regarding this bid response.

Primary Contact	
Name: _____	
Title: _____	
Address: _____	
Phone No.: _____	Mobile Phone No.: _____
Email Address: _____	

Complete ALL the forms in this section and submit them in a sealed envelope as your bid response.

<u>2. Engineer Information</u>	
Company Name: _____	
Physical Address: _____	
Mailing Address: _____	
Phone No.: _____	FEIN No.: _____
Email Address: _____	
	No. of Years in Business: _____
No. of Personnel Currently Employed: _____	No. of Personnel Available for this Project: _____
Principal Name	Title
Has your company ever constructed/engineered/installed a splashPad? _____	
If yes, has your company completed a splash pad project within the last 3 years? _____	
Describe the type of work normally performed by your company:	

Provide information regarding who may be contacted regarding this bid response.

Primary Contact	
Name: _____	
Title: _____	
Address: _____	
Phone No.: _____	Mobile Phone No.: _____
Email Address: _____	

Complete ALL the forms in this section and submit them in a sealed envelope as your bid response.

3. <u>Installer Information</u>	
Company Name: _____	
Physical Address: _____	
Mailing Address: _____	
Phone No.: _____	FEIN No.: _____
Email Address: _____	
	No. of Years in Business: _____
No. of Personnel Currently Employed: _____	No. of Personnel Available for this Project: _____
Principal Name	Title
Has your company ever constructed/engineered/installed a splashPad? _____	
If yes, has your company completed a splash pad project within the last 3 years? _____	
Describe the type of work normally performed by your company: _____	

Provide information regarding who may be contacted regarding this bid response.

Primary Contact	
Name: _____	
Title: _____	
Address: _____	
Phone No.: _____	Mobile Phone No.: _____
Email Address: _____	

Complete ALL the forms in this section and submit them in a sealed envelope as your bid response.

4. <u>Manufacturer Information</u>		
Company Name: _____		
Physical Address: _____		
Mailing Address: _____		
Phone No.:	FEIN No.:	
Email Address: _____		
		No. of Years in Business: _____
No. of Personnel Currently Employed:	No. of Personnel Available for this Project:	_____
Principal Name	Title	
How many complete splash pad packages has your company distributed in the past 3 years? _____		
Please list a few projects for reference purposes? _____		
Describe the location where your company sources a majority of the materials to be used? _____		

Provide information regarding who may be contacted regarding this bid response.

Primary Contact	
Name: _____	
Title: _____	
Address: _____	
Phone No.: _____	Mobile Phone No.: _____
Email Address: _____	

5. RESPONDENT’S CERTIFICATION

- I have carefully examined the solicitation document, instructions, General and/or Special Conditions, Specifications, the Proposal submitted and any other documents accompanying or made a part of this solicitation.
- I hereby promise to furnish the goods or services specified in the solicitation. I agree that my proposal will remain firm for the period established in the solicitation document in order to allow the City adequate time to evaluate the proposal and make award. Furthermore, I agree to abide by all conditions of the solicitation.
- I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the contractor as its act and deed and that the contractor is ready, willing and able to perform if awarded the contract.
- I further certify this proposal is submitted bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Davenport or of any other bidder interested in said bid; and that the undersigned executed this Bidder’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.
- I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the Solicitation.
- I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the bidder's submission non-responsive.

NO EXCEPTIONS WILL BE ALLOWED AFTER THE BID IS SUBMITTED.

Please check one:

I take NO exceptions

I take the exceptions listed here:

(If more space is needed, please indicate exceptions here and attach additional pages as needed)

6. ADDENDUM ACKNOWLEDGMENT

No Addendum were issued.

The undersigned acknowledges receipt of the following addenda to the Invitation to Bid (indicate number and date of each):

Addendum No.	Dated:	Addendum No.	Dated:
Addendum No.	Dated:	Addendum No.	Dated:

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE BID PRICES IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF THE BID.

**CERTIFICATION SIGNATURES
(this section must be signed and completed.)**

Name of Business

Telephone Number

By:

Signature

e-mail Address

Printed Name

Mailing Address

Title

City, State, Zip Code

7. Project Pricing

The City reserves the option to accept or remove any item listed below **PROJECT PROPOSAL**

RESPONDENTS NAME: _____

ITEM DESCRIPTION	Cost
Splash Pad	
Splash Pad- recirculation system	\$
Splash Pad- flush mounted jets/fountains	\$
Splash Pad- surfacing	\$
Splash Pad – concrete pad	\$
6' Overspray Zone- textured concrete	\$
Security & Safety	
Fencing & Gate	\$
Site Work	
Demolition/Clearing	\$
Drainage, Grading & Earthwork	\$
Site Lighting	\$
Sod & Landscaping & Footpath (Hardy Trail to The Spoke)	\$
Other Costs	
Design & Permitting Services	\$
General Conditions	\$
Payment & Performance Bond 110%	\$
Total	\$

The total listed above should include all costs for the complete project.

8. Drug Free Work Place Certification

AFFIDAVIT ON DRUG FREE WORK PLACE. THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Davenport by _____ (print individual's name and title) for _____, whose Federal Employer Identification Number (FEIN) is _____.

I understand that no person or entity shall be awarded or receive a City of Davenport contract for public improvements, procurement of goods or services (including professional services), or a City lease, franchise, concession or management agreement, or shall receive a grant of City monies unless such person or entity has submitted a written certification to the City that it will provide a drug free work place by:

- (1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by §893.02(4), *Florida Statutes*, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:
 - (i) the dangers of drug abuse in the work place;
 - (ii) the person's or entity's policy of maintaining a drug free environment at all its workplaces, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
 - (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) the penalties that may be imposed upon employees for drug abuse violations.
- (2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).
- (3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.
- (4) Notifying the City within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.
- (5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- (6) Making a good faith effort to continue to maintain a drug free work place through implementation of sections (1) through (5) stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF DAVENPORT IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF 8.0

9. PAYMENTS, OR TERMINATION, OR BOTH, IF THE CITY DETERMINES THAT:

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free workplace.

Signature

STATE OF FLORIDA
COUNTY OF _____

Sworn and subscribed before me this _____ day of _____, 2024, by

who appeared before me in person____(check this line if appropriate) or by online notarization____(check this line if appropriate) and is personally known to me_(check this line if appropriate) OR produced the following type of identification to prove identity:

_____.

[Print, type, or stamp commissioned name of Notary Public]

My commission expires: _____

10. PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Davenport by _____ (print individual's name and title) for _____, whose Federal Employer Identification Number (FEIN) is _____.

I understand that no person or entity shall be awarded or receive a City of Davenport contract for public improvements, procurement of goods or services (including professional services), or a City lease, franchise, concession or management agreement, or shall receive a grant of City monies unless such person or entity has submitted a written certification to the City that it has not:

- (4) been convicted of bribery or attempting to bribe a public officer or employee of City, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (5) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (6) been convicted of a violation of an environmental law that, in the sole opinion of the City's project manager, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (7) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (8) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity, or using substantially the same management, ownership, or principles as the ineligible entity.

Any person or entity who claims that the provisions of this affidavit are inapplicable to him or her or the company or business entity because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the City's project manager. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the City.

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

I UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS OR TERMINATION OF CONTRACT, OR BOTH, IF THE CONTRACTING OFFICER OR THE CITY DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

Signature

STATE OF FLORIDA
COUNTY OF _____

Sworn and subscribed before me this _____ day of _____, 2024, by

who appeared before me in person ____ (check this line if appropriate) or by online notarization ____ (check this line if appropriate) and is personally known to me (check this line if appropriate) OR produced the following type of identification to prove identity:

[Print, type, or stamp commissioned name of Notary Public]

My commission expires: _____

11. SWORN STATEMENT ON SCRUTINIZED COMPANIES CERTIFICATION

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Davenport by _____
(print individual's name and title) for _____,
_____, whose Federal Employer Identification Number (FEIN) is
_____.

I understand that no person or entity shall be awarded or receive a contract for public improvements, procurement of goods or services (including professional services), or a lease, franchise, concession, or management agreement, or shall receive a grant of public monies unless such person or entity complies with Section 287.135, *Florida Statutes*.

Specifically, Section 287.135, *Florida Statutes*, states in pertinent part: "A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of: (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company: 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or 2. Is engaged in business operations in Cuba or Syria."

By signing this sworn statement, a bidder/proposer: (i) certifies the company is not in violation of Section 287.135, *Florida Statutes*, and shall not be in violation at the time the company enters into or renews any resulting contract; and (ii) agrees any such resulting contract shall be deemed to contain a provision that allows the City, at its option, to terminate such contract for cause if the company is found to have submitted a false certification, been placed on one or any of the foregoing Lists, been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria.

Signature

STATE OF FLORIDA
COUNTY OF _____

Sworn and subscribed before me this _____ day of _____, 2024, by

who appeared before me in person___ (check this line if appropriate) or by online notarization (check this line if appropriate) and is personally known to me___ (check this line if appropriate) OR produced the following type of identification to prove identity:
_____.

[Print, type, or stamp commissioned name of Notary Public]

My commission expires: _____