

Request for Proposals

The Town of Ogden is accepting Proposals for the following:

Playground Equipment Design, Procurement, and Installation, including Safety Surfacing
At
Town of Ogden Pineway Ponds Park
1 Park Road
Spencerport, NY 14559

The Town of Ogden is seeking proposals from qualified firms for the design, procurement, and installation of playground equipment and safety surfacing. The scope of services and proposal submission documents are available from the Town of Ogden Town Clerk's Office, 269 Ogden Center Road, Spencerport, New York between the hours of 8:30am and 4:30pm Monday through Friday.

The playground site, located at 1 Park Road, Spencerport NY will be available for a pre-bid examination by all interested bidders on Monday, February 25 at 10:00am. A representative from the Town will be available at this time to answer any questions.

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

Playground Suppliers shall provide one (1) or more designs. Designs must be detailed with front, back, and overhead views covered, in full color.

Proposal submissions will be accepted by the Town Clerk's Office until 10:00am March 18, 2019. Submissions received after this date and time will not be considered. All proposals must be submitted in a SEALED ENVELOPE with the marked "Town of Ogden Pineway Ponds Park Playground and Surfacing project", and must contain all submission requirements listed below and further outlined on attached papers. The Town of Ogden reserves the right to reject any and/or all bids submitted, and to accept the proposal(s) that in its judgment is in its best interest.

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Request for Proposals
Town of Ogden Pineway Ponds Park
Playground & Surfacing Project

I. PROJECT SPECIFICATIONS

1. Introduction

The Town of Ogden seeks proposals for the design, procurement, and installation of playground equipment and safety surfacing at Pineway Ponds Park, 1 Park Road, Spencerport, NY 14559. The playground will be designed for ages 2 through 12 years. The Town will select one qualified supplier to provide the equipment and materials for the project as outlined in this request.

2. Scope of Project

The project consists of the design, procurement, and installation of a playground system, including safety surfacing. Work is to include removal of the current play structures and safety surfacing, the design of a play system within the constructed play area boundaries, as well as the installation of commercial grade playground equipment, equipment footings, drainage materials, safety surfacing, and landing mats.

3. Specific Terms

- a. Qualified Suppliers should base their playground equipment designs on meeting all federal, state, and local safety and building standards, as well as the guidelines identified in this RFP.
- b. Quality of equipment components, quality of design, play value, cost, and appropriateness to location and target demographic must be taken into consideration in the design of the play system.
- c. The total amount allowed for this project is \$220,000. Any proposals submitted should give consideration to this budget.
- d. The Town of Ogden reserves the right to reject any or all proposals submitted.
- e. The final contract is subject to the approval of the Town of Ogden Town Board and is effective only upon their approval.

4. Required Items

- a. Removal and proper disposal of all existing playground equipment.
- b. Removal and proper disposal of all existing playground surfacing.
- c. All play system elements must meet and/or exceed all federal, CPSC, ASTM, and IPEMA guidelines.
- d. Play system must include pour in place fall zone material to required minimum depth over play area with subsurface drainage system, drainage fabric, and all concrete footings installed per federal standards. Note that grading and drainage outlets currently exist for the play system.
- e. Play system must include landing pads for all equipment as appropriate.
- f. Play system features (in priority order):
 1. Provide a minimum of one structure designed for ages 5 to 12.
 2. Provide a minimum of one structure designed for ages 2 to 5.
 3. Provide one swing set which shall have a minimum 2 swings for infants/toddlers.
 4. Other desired elements include: climbers, slides, ladders.
- g. Preferred play system qualities:
 1. All play system elements must demonstrate the highest level of durability in materials and finishes selected in consideration of child health and safety.

2. "Green" construction practices and materials are highly desired. Provide LEED or other green certification with the proposal. New York manufactured or supplied materials are encouraged, but not required.
3. Structures and elements should be unique to the Ogden area. Suppliers are encouraged to be creative in their designs and to maximize the role of unstructured play and a variety of play elements in their proposals. Suppliers may submit proposals from non-traditional type play structures, if desired, in whole or as components of the overall playground. Play system design shall safely fit in the playground area as shown on the site plans.
- h. Compliance with all OSHA and Taylor law requirements. A prevailing wage schedule will be provided.
- i. The play system assembly and installation will be provided and managed by the Supplier. The Supplier must supply direct supervision from manufacturer or supply qualified and certified representative familiar with playground installation. All tools and equipment required to install play equipment shall be provided by the Supplier. The Supplier will be given thirty (30) calendar days to complete the proposed work, once a schedule for installation has been agreed upon. Site to be safe and secure at the end of each work day.
- j. A representative of the Supplier is required to conduct a post installation inspection of equipment upon completion to insure the proper installation of the equipment. If not properly installed, modifications must be submitted in writing to the Town and remedied immediately. Co-inspection with the Supplier's representative of assembly and installation work will be conducted by the Town following inspection.
- k. Warranty: upon completion of installation, the Supplier must provide documentation attesting the equipment has been installed meeting all specifications thereby warranted by manufacturer. Additionally, it is the Supplier's responsibility to provide to the Town the manufacturer's warranty of installed equipment

5. Project Schedule

The following is the proposed schedule for the submission process and selection timeline:

- | | |
|-------------------------|---------------------------------------|
| 1. Date of RFP Issuance | Wednesday, February 13 |
| 2. Pre-bid examination | Monday, February 25 At 10:00am |
| 3. Submittals Due | Monday, March 18 By 10:00am |
| 4. Award of Contract | TBD by Town Board at March 27 meeting |

II. SUBMISSION REQUIREMENTS

1. Submission Due Date

Proposals will be accepted by the Town Clerk's Office until 10:00am E.S.T. Monday, March 18, 2019; 269 Ogden Center Road, Spencerport NY 14559. Proposals received after this time will not be considered. Proposals may be withdrawn 120 days after opening if no award has been made.

The playground site, located at 1 Park Road, Spencerport NY will be available for a pre-bid examination by all interested bidders on Monday, February 25 at 10:00am. A representative from the Town will be available at this time to answer any questions. Weather conditions may impede pre-bid examination. Please call 617-6174 for day-of updates.

2. Directions for Written Submission

Interested persons are required to submit their proposal to the Town Clerk's Office, no later than the date and time noted above. Submittals shall consist of the following:

- a. A summary of your firm as outlined in Section II.3. of this document.
- b. A list of references.
- c. A detailed quotation of fees for the service. Prevailing wage rates apply.
- d. One (1) or more designs. Designs must be detailed with front, back, and overhead views covered, in full color.
- e. A list of the play system components proposed. Include structure and component model numbers, materials, color choices and recommendations, protective area requirements, target age ranges and developmental levels, target play type or activity, estimated lifetime of equipment, and any other relevant descriptive information.
- f. Documentation of insurance coverage in accordance with the Town of Ogden policies as outlined in Section II.6. of this document.
- g. A certification of compliance (see attachment #1).
- h. A signed Non-Collusive Affidavit (see attachment #2).
- i. A signed Indemnification Agreement (see attachment #3).

3. Vendor Information

Please provide the following:

- The name and location of your company, including the office location that will be serving the Town;
- A brief general description of your business;
- The number of years your company has been in business;
- If your company is a subsidiary of another corporation, the name of the parent company should be provided;
- The number of personnel employed by your company (please include the number of staff dedicated to provided requested services).
- The primary line of business of your firm.

In addition, provide specific reference information for three clients you have served, relevant to the work proposed, to include:

- Client name and location
- Contact name, title and telephone number

The references must be relevant to service in the last twenty-four (24) months.

4. Performance Bond

A performance bond in the amount of 100% of the total bid price will be required of the successful bidder.

5. Prevailing Wage

Prevailing wage rates do apply to this project. Please see Prevailing Wage structure attached.

6. Insurance

The successful bidder will be required to submit and maintain in full force and effect insurance policies with the limits of insurance provided in the contract documents or the following insurance coverage's, whichever is greater. The insurance should be from an insurer that has an A.M. Best Rating of "A" or better.

1. Commercial General Liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$1,000,000 and \$2,000,000 products-completed operations aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial GM form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.
2. Commercial General Liability shall include a per project aggregate endorsement.
3. Business Automobile Liability with a limit of not less than \$1,000,000 each accident, including owned, non-owned, leased and hired vehicles.
4. Statutory Workers Compensation and employers liability coverage for all employees, including corporate officers and sole proprietors.
5. Builders Risk/Installation Floater with a limit of not less than the sub-contract cost for the project. Municipality is to be named as loss payee. Materials shall be covered by contractor's insurance policy until the acceptance of the project by municipality.
6. Umbrella/Excess Liability with a limit of not less than \$1,000,000 per occurrence/aggregate (unless higher limits are required by the Municipality).

The Town of Ogden is to be included as an additional insured on a primary, non-contributory basis (using CG 2012 11/85 or its equivalent) for item 1, including products-completed operations coverage for 3 years, and for items 3 and 6.

No insurance policies obtained in accordance with this paragraph shall exclude coverage for liability resulting from application of either Section 240 or Section 241 of the New York State Labor Law. A copy of the Additional Insured endorsement should be provided to the Town of Ogden.

Contractor agrees to require any and all subcontractors and or substitutes hired to perform work on the project to obtain insurance coverage as provided above, including statutory workers compensation. All such insurance coverage shall name The Town of Ogden as an Additional Insured on a primary, Non-contributory basis on form CG 2010 11/85 or its equivalent.

All policies required by this paragraph shall include a waiver of subrogation in favor of the Town of Ogden.

All policies and certificates of insurance shall expressly provide that the Town of Ogden must receive 30 days written notice in the event of material alteration, cancellation or nonrenewal of coverage, including subcontractors' insurance.

INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT ("Agreement") dated as of the _____ day of _____, 20____, (the "Effective Date") by and between The Town of Ogden with a principal business address at 269 Ogden Center Road, Spencerport, NY 14559 (the "Municipality") and _____ with a principal business address at _____ (the "Contractor"), attached to and forming a part of the contract between Municipality and the Contractor with respect to the project and/or site located at the Town of Ogden Community Center, 269 Ogden Center Road, Spencerport NY, 14559. In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Municipality and Contractor agree as follows:

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless Municipality and each of its officers, directors, shareholders, employees, and agents from and against any and all claims, actions, damages, losses, and expenses, including but not limited to attorneys' fees, for any actual or alleged injury to any person or persons, including death, or damage to or destruction of property arising out of any act or omission on the part of the Contractor, its employees, agents or subcontractors in connection with any work or services performed on behalf of the Municipality.

In the event any provision of this Agreement is held to be unenforceable or voidable by a court of competent jurisdiction, the enforceability of the remaining provisions shall not be affected and, in lieu of such unenforceable or voidable provision, there shall be added automatically provisions as similar in terms as may be enforceable under applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Town of Ogden:

Contractor:

Printed Name

Printed Name

Signature

Signature

Title

Title

(Attachment #2)

STATE OF NEW YORK

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding and that this bid is made without reference to any other bid and without any agreement, understanding, or combination with any person in reference to such bidding.

He further says that no person or persons, firms or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Dated: _____

Printed Name

Signature

Company/Corporation

Signed this _____ day of _____, 20____.

Notary Public

CERTIFICATION OF COMPLIANCE

I, _____, have reviewed all of the terms and conditions of the Town of Ogden Pineway Ponds Park Playground and Surfacing Project specifications and am aware of and will comply with all of the applicable provisions of OSHA and the Taylor Law.

_____ is the _____ of the said company/corporation and I am authorized to execute the foregoing instrument on behalf of _____ for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said company as the act and deed of said company.

Dated: _____

Printed Name

Signature

Company/Corporation

Signed this ____ day of _____, 2019

Notary Public