



140 STONEWALL AVENUE WEST, STE 204 FAYETTEVILLE, GEORGIA 30214 PHONE: 770-305-5420 www.fayettecountyga.gov

November 1, 2016

Subject: Request for Proposals #1218-P: Playground Equipment for Kenwood Park

Gentlemen/Ladies:

Fayette County, Georgia is seeking proposals from qualified contractors for the purchase, design and complete installation of playground equipment for Kenwood Park. You are invited to submit a proposal in accordance with the specifications and information contained herein. All required information should be included with your proposal.

A pre-proposal conference will be held at 1:30p.m., Thursday, November 17, 2016 at Fayette County Georgia, Kenwood Park located at 305-325 GA Highway 279 in Fayetteville, Georgia 30214. This will be the opportunity to voice all questions, concerns and comments about the Request for Proposals, and have them addressed.

All questions and inquiries concerning this request for proposals or the specifications shall be addressed in writing to Trina Barwicks, Contract Administrator of Purchasing, email address: <a href="mailto:tbarwicks@fayettecountyga.gov">tbarwicks@fayettecountyga.gov</a> or fax to (770) 719-5515, Monday through Friday excluding holidays from 8:00 a.m. to 5:00 p.m. The telephone number is (770) 305-5420. All questions must be received no later than 10:00am, Wednesday, November 23, 2016. The county will post answers to questions and/or other information concerning the Request for Proposal in the form of an addendum on the county's website at <a href="http://www.fayettecountyga.gov/purchasing/bids\_and\_proposals.htm">http://www.fayettecountyga.gov/purchasing/bids\_and\_proposals.htm</a>. It is the responsibility of the prospective proposer to check the website for any addenda issued for this request for proposal. Any deviations from this procedure for questions or information pertaining to this request for proposal may result in your proposal being rejected.

All prices shall be F.O.B. Destination, Fayette County. Be sure to include the <u>proposal</u> <u>number</u> and <u>reference</u> along with your company's name and address on the <u>sealed</u> envelope in which the proposal is returned.

PROPOSAL MUST BE SUBMITTED TO: FAYETTE COUNTY PURCHASING DEPARTMENT 140 STONEWALL AVENUE WEST, SUITE 204 FAYETTEVILLE, GEORGIA 30214

PROPOSAL #: 1218-P

REFERENCE: PLAYGROUND EQUIPMENT FOR KENWOOD PARK

Proposals will be received at the above address until 3:00pm, Tuesday, November 29, 2016 in the Purchasing Department, Suite 204. Proposals will be opened at approximately 3:00pm, Tuesday, November 29, 2016 and the names of the companies that responded will be read. Proposals must be signed to be considered. Late proposals will not be considered. Faxed/Emailed proposals will not be considered.

If this request for proposal is downloaded from our web site, it is the responsibility of the individual or company that downloads this request for proposal to continue to check the Fayette County web site for any addenda that might come out for this request for proposal and are posted on the Fayette County web site. Fayette County shall not be responsible for any information that any individual or company fails to get in an addendum that is posted on the Fayette County web site but is not downloaded. However, if the Fayette County Purchasing Department mails the request for proposal to a company or individual, we will keep a record of who we mailed that request for proposal to and all addenda for that request for proposal will also be mailed to those companies or individuals.

\*

Note: The name of the companies that respond to this request for proposals will be posted on the Fayette County website within 3 business days after the proposal opening.

There is no set time for an award to be made, as the proposals have to be evaluated. If an award is not made within 60 days of the proposal opening, an update will be posted on the Fayette County website.

If this proposal is awarded; once everything has been received by the successful company and the award is completed, that information will be posted on the Fayette County website. Please keep this procedure in mind.

\*

Sincerely,

Ted L. Burgess Director of Purchasing

TLB/tcb

Attachment

#### TERMS AND CONDITIONS

- 1. **Definitions:** The term "contractor" as used herein and elsewhere in the Terms and Conditions shall be used synonymously with the term "successful offeror." The term "county" shall mean Fayette County, Georgia.
- Preparation of Offers: It shall be the responsibility of the offeror to examine specifications, scope of work, schedule and all instructions that are part of this request for proposal. Failure to observe any of the instructions or conditions in this request for proposal may result in rejection of the offer.

All of the specifications and information contained in this request for proposal, unless specifically excepted in writing by the offeror and such exceptions being included with the offer, will form the basis of the contract between the successful offeror and the county. The offeror should take care to answer all questions and provide all requested information.

- 3. **Submission of Offers:** Offerors must submit their proposal, along with any amendments issued by the county, in a sealed opaque envelope with the following information written on the outside of the envelope:
  - a. The offeror's company name,
  - b. The Request for Proposals (RFP) number, which is #1218-P.
  - c. The "reference" which identifies the proposal, which is: Playground Equipment for Kenwood Park.

Mail or deliver one (1) <u>unbound</u> original proposal (paperclip or binder clip acceptable, no staples), signed in ink by a company official authorized to make a legal and binding offer, and three (3) copies, to:

Fayette County Government Purchasing Department 140 Stonewall Avenue West, Suite 204 Fayetteville, GA 30214

Attention: Contract Administrator

- 4. **Timely Receipt**: Offers not received by the time and date of the scheduled proposal opening will not be considered, unless the delay is a result of action or inaction of the county.
- 5. **Open Offer:** The offer, once submitted and opened, shall remain open for acceptance for a period of at least ninety days from the date of the opening unless this time-frame is specifically excepted to in your offer.
- 6. **Corrections or Withdrawals:** The offeror may correct a mistake, or withdraw a proposal before the proposal opening date by sending written notification to the Director of Purchasing. Proposals may be withdrawn after the opening only with written authorization from the Director of Purchasing.

The county reserves the right to waive any defect or irregularity in any proposal received.

In case of discrepancy between the unit price and the extended or total price, the unit price shall prevail.

7. **Trade Secrets – Confidentiality:** If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a

minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See Georgia law at O.C.G.A. § 50-18-72 (A)(34).

- 8. **Site Conditions**: Offerors are urged to visit the site to familiarize themselves with site conditions. Upon submission of an offer, it is understood that the offeror is acknowledging his acceptance of all site conditions.
- 9. **References**: Provide at least three (3) references on the form included in the RFP. Include entity name, contact person, email address, telephone number and service provided. Governmental references are preferred.
- 10. Ethics Disclosure of Relationships: Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

- 11. **Evaluation of Offers:** The evaluation of offers and the determination as to acceptability of services offered shall be the responsibility of the county. Accordingly, to insure that sufficient information is available, the offeror may be required to submit literature, samples, or other information prior to award. The County reserves the right to obtain clarification or additional information from any firm regarding its proposal. The County reserves the right to select a responsive, responsible firm on the basis of best value that is deemed to be most advantageous to the owners. The County further reserves the right to reject any proposal, or all proposals, and to re-release the request for proposals.
- 12. **Non-Collusion:** By responding to this request for proposals, the offeror shall be deemed to have represented and warranted that the proposal is not made in connection with any other offeror submitting a separate response to this request for proposals, and is in all respects fair and without collusion or fraud.
- 13. **Ability To Perform:** The offeror may be required, upon request, to provide to the satisfaction of the county that he/she has the skill, experience and the necessary facilities, as well as sufficient financial and human resources, to perform the contract in a satisfactory manner and within the required time. If the available evidence is not satisfactory to the county, the county may reject the offer.
- 14. **Notice to Proceed**: The County shall not be liable for payment of any work done or any costs incurred by any offeror prior to the county issuing a written notice to proceed.

- 15. **Unavailability of Funds**: This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the county under the contract.
- 16. **Severability**: The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
- 17. **Patent Indemnity:** The contractor guarantees to save the county, its agents, officers, or employees harmless from liability of any kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.
- 18. **Indemnification**: The contractor shall defend, indemnify and save the county and all its officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. The contractor shall pay any judgment with cost which may be obtained against the county growing out of such injury or damages.
- 19. **Non-Assignment**: Assignment of any contract resulting from this request for proposal will not be authorized.
- 20. **Insurance**: The contractor shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits set forth as follows:
  - **General Liability Insurance**: \$2,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
  - **Automobile Liability Insurance**: \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
  - Worker's Compensation: Workers Compensation as required by Georgia statute.

Before a contract is executed with the successful offeror, the successful offeror shall provide Certificates of Insurance for all required coverage. The successful offeror can provide the Certificate of Insurance after award of the contract, but must be provided prior to execution of the contract document by both parties. Certificates shall list an additional insured as follows:

Fayette County, Georgia 140 Stonewall Avenue West Fayetteville, GA 30214

- 21. **Bid Bond**: You must include a bid bond with your bid, equal to five percent (5%) of the total amount bid. Bid bonds shall be provided by a surety which appears on Georgia's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties (Circular 570).
- 22. **Performance and Payment Bonds**: Prior to execution of a contract, the successful responder shall submit performance and payment bonds each equal to 100 percent of the contract value, provided by a surety which appears on Georgia's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties (Circular 570).

- 23. **Termination for Cause**: The county may terminate the contract for cause by sending written notice to the contractor of the contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the county's rights or remedies by law.
- 24. **Termination for Convenience**: The county may terminate the contract for its convenience at any time with 90 days' written notice to the contractor. In the event of termination for convenience, the county will pay the contractor for services performed. The county will compensate partially completed performance based upon a signed statement of completion submitted by the contractor, which shall itemize each element of performance completed.
- 25. **Force Majeure**: Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
- 26. **Governing Law**: This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Fayette County, Georgia.

## Fayette County, Georgia Checklist of Required Documents

(Be Sure to Return This Checklist with your proposal and the Required Documents in the order listed below)

# PROPOSALS #1218-P: PLAYGROUND EQUIPMENT FOR KENWOOD PARK

Company information – on the form provided	<del> </del>	-
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)		
Bid Bond	·	
Completed Proposal	p	
Price schedule	-	
List of exceptions, if any – on the form provided		
References – on the form provided		
COMPANY NAME:		

## Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Fayette County, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number	-
Date of Authorization	-
Name of Contractor	-
1218-P: PLAYGROUND EQUIPMENT FOR KENWOOD PARK	
Name of Project	-
FAYETTE COUNTY, GEORGIA	
Name of Public Employer	-
I hereby declare under penalty of perjury that the foregoing	is true and correct.
Executed on,, 2016 in (city)	, (state)
Signature of Authorized Officer or Agent	
Printed Name and Title of Authorized Officer or Agent	
SUBSCRIBED AND SWORN BEFORE ME	
ON THIS THE DAY OF	, 2016.
NOTARY PUBLIC	
My Commission Expires:	

## RFP #1218-P: PLAYGROUND EQUIPMENT FOR KENWOOD PARK

#### **STATEMENT OF WORK**

Fayette County Parks and Recreation Department is seeking Proposals for the purchase, design and complete installation including warranty for playground equipment at Kenwood Park located on Georgia Highway 279 in Fayetteville, GA. 30214

#### **QUALIFYING**

The following criteria must be met to qualify proposals for consideration:

- ♦ Compliance to meet current ASTM and CPSC Safety Standards and Guidelines
- IPEMA validated components and products must be listed with proposal
- ♦ Letter submitted that all parts shipped are in compliance to requirements listed in these specifications
- ♦ ADA Compliant
- NPSI Certified Installers
- NPSI Certified Inspector
- 3" diameter round metal posts
- ♦ ¼" punch holes on decking
- Metal and Double Walled Plastic Composition
- ♦ Examples of similar type products furnished and installed by the supplier and located within a 100-mile radius of Fayette County. Examples should include recent structures as well as those structures installed within the last 5 to 10 years.

#### **GENERAL INFORMATION**

- ◆ Custom designed play structures for a 50' X 100' level area as identified on the map that is enclosed to describe the location and orientation of project. One small structure should be for 2 to 5 year olds and another larger structure for 5 to 12 year olds. There should be an area separating the two structures. Appropriate signage should be installed for each structure. Contractors are urged to visit the site to familiarize themselves with site conditions. If a proposal is submitted it is understood that the contractor is acknowledging his acceptance of all site conditions.
- ♦ The target completion date will be February 24, 2017. The county will hold firm to the completion date established. If the successful contractor cannot meet the completion date, the county shall, at its sole discretion, deduct from final payment an amount not to exceed 0.15% of total proposal price per calendar day past the completion date. If the Contractor cannot meet the completion date for reason beyond their control, (WEATHER), contractor may request in writing an extension for the completion of the project. The decision by the county shall be final.
- Contractor shall provide a contract performance and payment bond.
- Structure should be predominately metal and double walled plastic composition.
- 3" minimum diameter round metal posts.
- 1/4" punch holes on decking.

- Color selections and combinations should be tan, green and white. All playground design submittals shall depict these color combinations.
- ♦ Each responder should not submit more than 3 designs. All submittals should be 2D and 3D color factory drawings accurate to scale.
- ♦ Proposals should contain a variety of play elements including slides, bridges, tunnels, decks, climbers, balance panels, crawl, and upper body activities.
- Proposals should contain as few as possible elements with chains, ropes, moving parts, bubbles, panels, mirrors, and roofs.
- Submittals should not contain any swings or metal seat slides.
- Submittals shall include the installation of 6" high recycled rubber playground borders double stacked to give a 12" high border to retain the mulch.
- ♦ Total price to design, produce equipment, install by NPSI certified installers and inspect by NPSI certified inspector, shipping costs, warranty, taxes, bonds, and other expenses as necessary for the proper and complete implementation of the proposal shall not be more than \$40,000.
- Proposal pricing shall <u>not</u> include materials or installation of site grade work, landscaping, barrier/retaining walls, or safety ground cover.
- ♦ The successful contractor shall be responsible for keeping job site clean and orderly. All excess material is to be removed after completion. Successful contractor shall repair <u>all</u> damage to walking trails, landscaping, fields or park.
- Contractor shall obtain all necessary permits to perform the work and arrange for inspection by authorities having jurisdiction. Contractor shall pay all necessary fees.
- Successful contractor should coordinate all work with the county before any installation begins.
- Once playground has been installed, a letter shall be submitted showing playground meets all safety requirements and has been inspected by a NPSI Certified Inspector.
- Fayette County will make a one-time payment to the successful contractor for materials for the work listed herein after such materials are delivered to the Fayette County job site. Final payment will be rendered after all work is completed to the satisfaction of the county including clean up.

#### WARRANTY

Warranty information shall be included with your submitted proposal. Contractor shall provide a letter stating warranty and verify that all material shipped confirms to meet all the specifications.

#### **ALTERNATES**

The following alternates should be priced individually as indicated on the Pricing Sheet. Some or all may be included in the final approval by Fayette County. Please note on the pricing sheet if any of these alternates are included in the Base Proposed Amount.

- a) Install a French drain system after the playground equipment has been installed and before the mulch is installed.
- b) The French Drain will be approximately 180 feet12 inch wide ditch by 18 inches deep.
- c) Install 6 inches of number 57 gravel on the bottom of the ditch
- d) Install 4" corrugated pipe with sleeve
- e) Install 6 more inches of number 57 gravel followed by 6 inches of dirt
- f) Finish by installing 12 inches of playground mulch

### PROPOSAL RESPONSE REQUIREMENTS

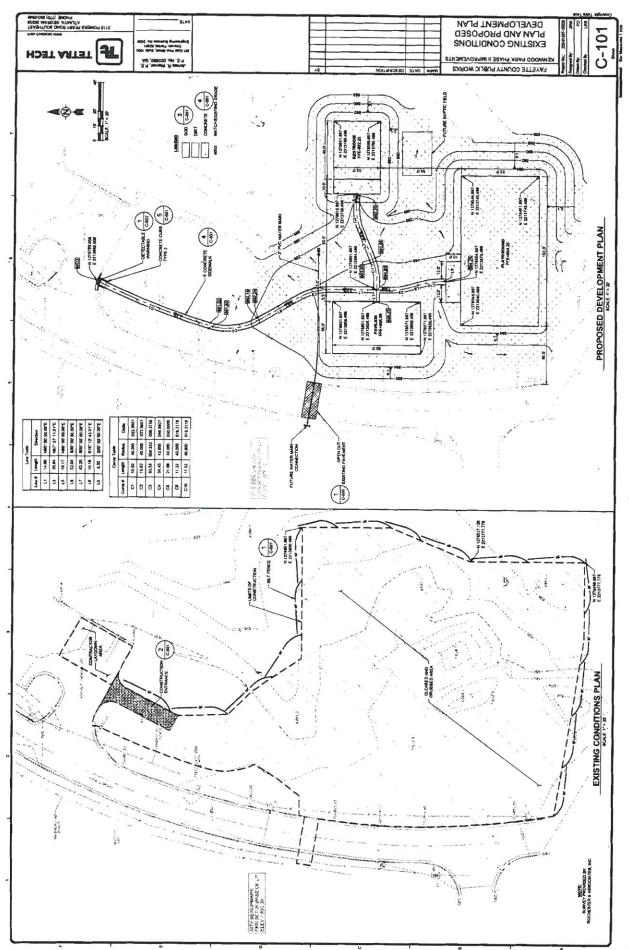
Your proposal must include the following, in the order shown:

- 1) **Cover Page**: Include the Request for Proposals number (#1218-P) and Title (*Playground Equipment for Kenwood Park*). Also include your firm's name, address, telephone number, fax number, and email address.
- 2) Table of Contents
- **Required Documents:** Company Information Page, Bid Bond, Contract Affidavit and signed addenda, if any.
- 4) **Project Understanding and Proposed Solution**: Describe the firm's understanding of the objectives. Describe your proposed playground equipment, and how it will meet the County's needs with a creative design, appeal, usability, quality, and quantity of product in equal proportions. Include any items or work not specifically mentioned in this Request for Proposals, but which you decide should be included, or would present the best solution.
- 5) Company History and Experience / Project Team: Give a brief overview of your company, including the number of years in business, background, and history. Include the firm's experience in providing services such as described herein. Also include at least three references for recent work completed for similar projects.
- 6) **Proposed Schedule**: Provide a project schedule. Specifically include the lead time from order to installation of the playground equipment.
- 7) **Price**: All applicable charges shall be included in your total base proposed amount, including but not limited to materials, equipment, installation, labor, and any other amounts. No additional charges will be allowed after the proposal opening.
- 8) **Warranty:** Specify the length and terms of warranty(s) offered including what is covered, and for how long.

#### **EVALUATION CRITERIA**

- 1) **Technical Merit**: An Evaluation Committee will review and evaluate proposals. The points earned for technical merit will comprise 70% of your evaluation score. Criteria for technical merit evaluation are, in priority order, as follows:
  - a) Project understanding and the proposed design
  - b) Company's background and experience
  - c) The proposed schedule
  - d) Warranty
- 2) **Price**: The remaining 30% of your score will be determined by your proposed pricing, as compared to other responding companies' prices. For scoring purposes, this will include the base bid plus all alternates. The final purchase, however, may include none, some, or all Alternates.

The County may, at its discretion, choose one or more of the best-scoring companies to make in-person presentations. If more than one company makes a presentation, the Evaluation Committee will evaluate and score the presentations, and adjust evaluation score totals accordingly.



## **EXCEPTIONS**

use this sheet and list the items you are taking an exception on. ANY exception(s) shall be explained in full.
COMPANY NAME

# PLAYGROUND EQUIPMENT FOR KENWOOD PARK - PRICING SHEET

DESCRIPTION	PLAYGROUND EQUIPMENT FOR KENWOOD PARK
TOTAL BASE PROPOSED AMOUNT:	s

## **ALTERNATES**

DESCRIPTION	ADDITIONAL AMOUNT FOR ALTERNATES
a. Install a French drain system after	
playground equipment has been	
installed	\$
b. French Drain approx. 180' X 12"	\$
c. Install 6" of #57 Gravel	\$
d. Install 4" corrugated pipe with sleeve	\$
e. Install 6 more inches of #57 gravel	
followed by 6" of dirt	\$
f. Install 12" of playground mulch	\$

STATE PAYMENT TERMS
STATE HOW MANY DAYS TO START PROJECT AFTER NOTICE TO
PROCEED DAYS.
STATE LENGTH OF TIME TO COMPLETE PROJECT AFTER START
DATEDAYS.
COMPANY NAME:

## REFERENCES RFP #1218-P: PLAYGROUND EQUIPMENT FOR KENWOOD PARK

Please list three (3) references of current or very recent customers who can verify the quality of service your company provides. Government references are preferred.

REFERENCE ONE	
Government/Company Name	
City & State	
Contact Person and Title	
Phone	
Approx. Date & Scope of Work	
REFERENCE TWO	
Government/Company Name	
City & State	
Contact Person and Title	
Phone	Email
Approx. Date & Scope of Work	
REFERENCE THREE	
Government/Company Name	
City & State	
Contact Person and Title	
Phone	Email
Approx. Date & Scope of Work	
COMPANY NAME	

# COMPANY INFORMATION RFP #1218-P: PLAYGROUND EQUIPMENT FOR KENWOOD PARK

Company
Physical Address Of Business
Mailing Address (If Different)
Authorized Representative
(Print or Type)
Authorized Representative (Signature)
(Signature)
Title
Email Address:
Company Telephone Number: Fax Number:
*************************
Project Contact Person Name:
Office Number: Cellular Number:
Email Address: