



Town of Superior

199 N Lobb Avenue, PO Box 218, Superior AZ 85173
(520) 689 – 5752, Fax (520) 689 – 5822

REQUEST FOR PROPOSALS (RFP) TO DESIGN, PROCURE AND INSTALL PLAYGROUND EQUIPMENT AND DOG PARK AT US 60 PARK

Issue Date: July 15, 2019

The Town of Superior, hereinafter known as the TOS, requesting proposals to design, provide and install playground equipment and Dog Park as an alternative for this project. The TOS will select one (1) Supplier and or Contractor to provide equipment and materials for the playground as outlined in this request.

RFP Closing Time: 3:00 pm local time

RFP Closing Date: Friday, August 30, 2019

Delivered to: Town of Superior
199 N. Lobb Avenue Superior, AZ 85173
Attn: Todd Pryor, Town Manager

SCOPE OF THE WORK:

This project includes procurement, furnishing, delivering, installing composite play structures, equipment footings at US60 Park, 830 W US Highway 60, Superior, Arizona 85173. The successful respondent must provide performance, labor & materials bonds, each for 100% of the amount bid, before a purchase order can be issued. The TOS reserves the right in the negotiation phase to increase or decrease scope of work and budget based on proposals from applicants.

All equipment will be assembled and installed by the Supplier and or Contractor. Each

respondent is limited to a maximum of (2) two design proposals for this RFP.

The TOS requires Suppliers to design a play system that meets or exceeds all current federal CPSC, ASTM, IPEMA standards and ADA requirements. The proposals shall include the costs of delivered play systems as designed, inclusive of the equipment structures, components, hardware, detailed technical installation instructions and maintenance & operations manuals from manufacturer.

Questions concerning the bid should be directed to:

Town of Superior
Attn: Todd Pryor
199 N Lobb Ave.
Town of Superior, AZ 85173
(520) 689-5752
manager@superioraz.gov

The TOS shall be exempt for any liability for costs incurred by unsuccessful Respondents / Suppliers in preparation of the proposals.

DESIGN ELEMENT GUIDELINES & PLAY SYSTEM SPECIFICATIONS



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Suppliers should base their playground equipment designs on meeting all accessibility and safety standards as well as the guidelines & specifications listed in this RFP. 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.

Required Items:

1. All play system elements must meet and/or exceed all federal, CPSC, ASTM & IPEMA and ADA guidelines.
2. Play system must include engineered poured in place rubber safety surfacing to required minimum depth over play area with subsurface drainage system, drainage fabric and all concrete footings installed per all federal standards.
3. Play system must include landing pads for all equipment as appropriate.
4. Play system must include mining or construction themed elements

Play System Features in Priority Order:

1. Provide a minimum of one structure designed for ages 2 to 5.
2. Other desired separate elements may be included to compliment the design which could include but are not limited to: Tables and Benches for rest, Spinning apparatus, balance beams, and smaller climbing structures.

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. Total playground equipment design shall accommodate a minimum of 30 children.
3. Integrated shading structures.
4. Modern and Contemporary designs are preferred.

Site Improvements:

1. Install sand and grass to current state and municipal codes.

Alternates:

1. Install a 0.5 acre dog park.
2. Dog waste stands and watering features.
3. Limited dog play structures for dog park.

In the proposal, provide a list of the components proposed for the TOS 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 manufacturers warrantee and any other relevant descriptive information.

Play system design shall safely fit in the playground area as shown on the site plans (**Exhibit A**). Suppliers are encouraged to be creative in their designs and to maximize the role of unstructured play in their proposals.

BUDGET

The proposed budget will not exceed \$200,000 including all alternates. Proposals will be evaluated for adherence to



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the budget and value within the design guidelines.

TIMING OF CONSTRUCTION

The Supplier will be given seventy-five (75) calendar days to complete the proposed work from notice to proceed. Working days will begin as outlined in the Notice to Proceed documents. It is anticipated that construction of the playground will begin on or around September 10th, 2019 with substantial completion on or around November 15th, 2019.

ASSEMBLY/INSTALLATION AND INSPECTION

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.

It is the requirement of this RFP that Suppliers shall provide and pay for equipment installation.

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 TOS and remedied immediately. Co-inspection with the Supplier's representative of assembly and installation work will be conducted by the TOS following installation. The TOS will supply the punch list for completion generated by this co-inspection. The Supplier shall submit to the TOS, the manufacturer's certification of compliance and warranty following punch list completion.

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 TOS the manufacturer's warranty of installed equipment.

COMPLIANCE

All equipment must meet and/or exceed all federal, CPSC, ASTM & IPEMA guidelines. Documentation of compliance must be provided to the TOS with the Supplier's proposal. All equipment must comply with Americans with Disabilities Act (ADA). The designs submitted by the Supplier must incorporate either a transfer platform or ramp in each design when necessary.

In accordance Nondiscrimination Provision in All Public Contracts, the Supplier will ensure that hiring is made based on merit and qualifications and that there will be no discrimination based on race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap or national origin by the persons performing the contract.

The Supplier must provide an original Certificate of Product Liability Insurance with TOS named as certificate holder for a minimum of \$1,000,000 coverage.

Liability Insurance:

Successful proposer will be required to carry full liability insurance. The limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers Compensation: Statutory
2. Comprehensive General Liability:
3. Bodily Injury (including completed operations products liability):



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\$ 1,000,000 Each Occurrence
\$ 2,000,000 Annual Aggregate

Property Damage:

\$ 1,000,000 Each Occurrence
\$ 2,000,000 Annual Aggregate
or combined single limit of \$ 2,000,000

Property Damage Liability Insurance will provide Explosion, Collapse and Underground coverage where applicable.

Personal Injury, with employment exclusion deleted:

\$ 2,000,000 Annual Aggregate

Comprehensive Automobile Liability:

Bodily Injury:

\$ 1,000,000 Each Person
\$ 1,000,000 Each Occurrence Property

Damage:

Statutory	Each Occurrence or combined
single limit	<u>\$ 1,000,000</u>

Liability Insurance shall specifically cover claims for damages caused by Contractor's equipment, material, tools and property of TOS or other contractors employed on the project.

Property Insurance:

Contractor shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the supplementary Conditions or required by Laws and Regulations). This insurance shall include the interests of TOS(s), Contractor, Subcontractors, all of whom shall be listed as insureds or additional insured parties, shall insure against the perils of fire and extended coverage and shall include "all-risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and other such perils as may be provided for, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals). If not covered under the "all risk" insurance Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment.

Indemnification:

Contractor will be required to execute an agreement or agreements to indemnify and hold the Town of Superior harmless against all claims arising out of the design and construction of the playground facility including, but not limited to, claims from Contractor's employees, contractors, subcontractors and third parties.

Prevailing Wage:

It shall be the responsibility of the Supplier / Contractor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Supplier / Contractor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.



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Limitation of Damages:

The Proponent, by submitting a Proposal, agrees that it will not claim damages, for whatever reason, relating to the RFP or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal to a maximum of **\$200.00**. The Proponent, by submitting a Proposal, waives any claim for loss of profits if no agreement is made with the Proponent.

Firm Pricing:

Proposals shall be firm for at least 90 days after the RFP Closing Date. Prices will be firm for the entire period of the Contract.

OPTIONAL ON-SITE MEETING

Town of Superior 199 N Lobb Ave, Superior, AZ 85173

10:00 am Local Time, July 23rd 2019

All questions shall be submitted by: 3:00 pm Local Time, July 29th 2019.

PROPOSAL SUBMITTAL AND CONTENT DUE

Sealed proposals must be submitted to Town of Superior by **3:00 pm Local Time, August 30th, 2019** and must be addressed as follows:

Proposal for Town of Superior of Innovation Playground

Town of Superior

Attn: Todd Pryor

199 N Lobb Ave.

Town of Superior, AZ 85173

(520) 689-5752

manager@superioraz.gov

Proposals submitted after 3:00 pm will not be accepted.

Proposals must include complete drawings for each design, specifications and pictures for each component in designs and colors available. 2D or 3D plan view of the proposed equipment and site improvements with the project area listed.

A copy of the manufacturer's warranty

A copy of the manufacturer's, vendor's and installer's liability insurance certificate

Proposals must include a bid price for each design presented (2 maximum). Bids must list the cost of the equipment, fall zone material, site improvements, and labor separately. The School reserves the right to reject any and all proposals with or without cause, and to accept proposals which it considers most favorable.

Applicants shall be responsible for any required State or Municipal approval process submittals and associated permits and fees with this project.

All delivery, assembly, installation and supervision costs must be included in the proposal. Payment for equipment and materials will be sent within sixty (60) days after delivery and assembly/installation and invoicing of the play system.

All proposal amounts shall be guaranteed for not less than sixty (60) days after the proposal submittal deadline date.



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Each proposal must be accompanied by a Certified Check, Cashier’s Check, or Bid Bond payable to the Town of Superior, in an amount not less than ten percent (10%) of the total bid amount. The successful Supplier shall furnish approved Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the bid amount. Workmen’s Compensation, Comprehensive General Liability, and Transportation insurance and insurance certificates shall be provided by the successful Supplier. Successful Suppliers are required to comply with Arizona Business Licensing requirements.

No proposal may be withdrawn within a period of sixty (60) days after the bid opening date. Prices shall include delivery f.o.b., freight paid by the bidder to the jobsite.

Bidders must provide a list of at least three (3) references where the manufacturer’s similar equipment may be viewed, including city, name of contact person, address and telephone number.

The Supplier must submit one (1) hard copy and one (1) electronic copy, on a CD, of the proposal to the address listed above. All Proposals must comply with the specifications and guidelines provided in this document.

This solicitation is being offered in accordance with state statutes governing procurement. Accordingly, Town of Superior reserves the right to negotiate an agreement based on fair and reasonable compensation for the scope of work and services proposed, as well as the right to reject any and all responses deemed unqualified, unsatisfactory or inappropriate at the sole discretion of the Town of Superior.

EVALUATION AND SELECTION PROCESS

Proposals will be evaluated by a selection committee based on the following criteria:

<u>Criteria</u>	<u>Points</u>
1. ADA, ASTM, IPEMA & CPSC compliance	Yes/No
2. Proposal addresses RFP design guidelines, specifications, & budget	0-25
3. Quality of design, play value and target demographic	0-20
4. Quality and durability of equipment	0-20
5. Uniqueness of equipment	0-15
6. Reputation and reliability of manufacturer	0-10
7. <u>Overall quality of Proposal</u>	<u>0-10</u>
Maximum Points:	100

The project award will be made to the qualified Supplier whose proposal is deemed most advantageous to The TOS, all factors considered. Unsuccessful Suppliers / Contractors will be notified in writing as soon as possible. This RFP and Playground exhibit plans will be made available to Suppliers via the TOS website, www.townofsuperior.org starting, September 9th, 2019.

Thank you for taking the time to respond to this RFP,

Todd Pryor, Town Manager



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ATTACHMENT A

Understanding of RFP Procedure, Terms and Conditions

This page to be returned with RFP submission

I acknowledge that I have read and understand all procedures and requirements of the above reference RFP and have complied fully with the general terms and conditions outlined in the RFP.

Supplier / Contractor Team: _____

Representative's Printed Name: _____

Representative's Signature: _____

Date: _____



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EXHIBIT " A " - PLAYGROUND LOCATION

MAP

