

RFP Number
35-12
A Request for Proposal for the
County of Spartanburg, South Carolina

Sealed Proposals must be delivered to the Office of Purchasing, Office address below, or mailed to the mailing address below. Facsimile and other electronic forms of Proposal will not be accepted. All sealed Proposals must be received by **2:00pm, EST, January 13, 2012**, and then will be publicly opened. Sealed Proposals are subject to the conditions and all provisions set forth herein and attached. All qualified Proposer's are invited to submit Proposals to Spartanburg County for the following:

**SPARTANBURG COUNTY TYGER RIVER PARK
PLAYGROUND DESIGN AND INSTALLATION**

Description of project: The project will include the design, fabrication and installation of two themed play structures in a large-scale baseball/softball tournament facility. This project was originally issued as RFP 18-12 with a submission date of December 8, 2012. All proposals received in response to that RFP were rejected based on non-compliance with the specifications for proposal submittal. This RFP has been modified from RFP 18-12 in the following ways:

1. All information from explanatory addenda for RFP 18-12 has been incorporated into this revised RFP.
2. This RFP has been limited to two playground structures, formerly described, in RFP 18-12, as "Bid Component 1."
3. Some portions of RFP 18-12 have been removed or altered, to increase the ease of understanding the requirements of this revised RFP.

However, since the essential elements of the project have not changed, no pre-bid conference will be scheduled.

Spartanburg County will respond expeditiously to any questions received by the deadline of 3:00 p.m., January 6.

Submit: **One (1) unbound original and three (3) unbound copies** of the Proposal, no tabs, must be received on or before **2:00pm, EST, January 13, 2012.**

Address To: Spartanburg County Government
Office of Purchasing
Room 1220
Attention: Lisa Coleman, Director of Purchasing

Mailing Address: P.O. Box 5666
Spartanburg, South Carolina 29304

Office Address: 366 North Church Street
Room1220
Spartanburg, South Carolina 29303

Mark Envelope: Outside of sealed Proposal envelope must be marked:
RFP # 35-12 "SPARTANBURG COUNTY TYGER RIVER PARK
PLAYGROUND DESIGN AND INSTALLATION" followed by your
firm name and address.

Deadline Enforced

Proposals or withdrawal requests, delivered after the time and date set for receipt of Proposals, are late and will NOT be accepted. Late Proposals will be void and returned unopened to the Proposer, regardless of when they were mailed or delivered. It is the Proposer's responsibility to ensure timely delivery of a Proposal.

INSTRUCTIONS TO PROPOSERS

1. Enter Proposer's name on any specifications or descriptive papers submitted with this Proposal.
2. Show trade name or brand of any article included in the specifications.
3. When required, furnish samples, free of expense, prior to the Proposal opening. Label each sample with Proposer's name and the item number. Should you wish samples returned, at your expense, when not destroyed in tests, make request for return within 60 days following Proposal opening.
4. Proposals must be submitted on this form. Proposals made otherwise will be subject to rejection. Proposal is to include the amount of all taxes, including any South Carolina state sales tax and any use tax which may be owed by Spartanburg County as a result of this Proposal (SC TAX RATE IS 6%), and costs of transportation to the required destination.

CONDITIONS

1. The County (Agency/Institution) reserves the right to reject any and all Proposals, and to waive all technicalities.
2. Unit prices will govern over extended prices, unless otherwise stated in notice.
3. In case of default by Proposer, the County reserves the right to purchase any or all items in default on the open market, and charge the Proposer with any excessive costs.
4. All materials and products offered must be guaranteed to meet the requirements of the specifications indicated, given or referred to.
5. Prices proposed must be based upon payment in thirty days.
6. The right is reserved, in case of tie bids, to make award as considered being most advantageous to County.
7. The right is reserved to reject any Proposal in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.
8. Unless otherwise indicated by County (Agency/Institution) prices must be firm.

**PROPOSAL FOR RFP # 35-12 TYGER RIVER PARK PLAYGROUND
EQUIPMENT DESIGN AND INSTALLATION**

Proposer has examined copies of all Proposal Documents, the Advertisement for Proposals,
and of the following Addenda (receipt of which is hereby acknowledged)

Addenda Number: _____ **Date:** _____

Lump Sum Proposal Price: \$ _____

In compliance with invitation, and subject to all conditions, thereof, the undersigned offers and agrees, to furnish and complete the installation of all items for base Proposal and all Proposal voluntary adds, at the prices as set forth above, within _____ calendar days after fax receipt of purchase order. PROTESTS: Proposers who are aggrieved in connection with the solicitation or award of contract may protest in accord with Spartanburg County Procurement Regulations. Protests shall be submitted in writing to the Procurement Office within 7 calendar days of the Intent to Award Notice.

By: _____ Title: _____

Signature: _____ Date: _____

Address: _____

Telephone / Email: _____

Introduction

Any offer submitted as a result of this Request for Proposal (RFP) shall be binding on the Proposer for sixty (60) calendar days following the specified opening date. Any Proposal for which the Proposer specifies a shorter acceptance period will be rejected. At the end of the 60-day period, Proposals may be withdrawn at the written request of the Proposer. If not withdrawn within five days subsequent to the sixty-day period, the Proposal shall remain in effect until an award is made or the solicitation is cancelled.

This RFP provides basic information regarding the County's requirements. Services which are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed, shall be included in this submittal.

The words "Contractor", "Vendor", "Offeror", "Consultant", "Bidder", and "Proposer", are used interchangeably throughout this RFP to define the companies submitting proposals.

If the Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify the County of such error, in writing, and request modification or clarification of the document. The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFP or it shall be deemed waived.

The County reserves the right to reject any and all Proposals; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the Proposals submitted; and to award the contract based on the established criteria and according to the Proposal which best serves the interests of the County.

This RFP is being issued by Spartanburg County Government, Department of Purchasing. Direct all questions or requests for clarification of this RFP, in writing, to: Lisa Coleman, Purchasing Director, at choice of addresses listed on Notice of RFP Page 1. Proposers are specifically directed not to contact any other County personnel for meetings, conferences, or technical discussions related to this RFP. Failure to adhere to this policy may be grounds for rejection of Proposals.

Proposers are cautioned that any statements made by County staff persons, which may materially change any portion of the Proposal document, shall not be relied upon unless they are subsequently ratified by a formal written addendum to the Proposal document. Any revisions to this RFP will be issued and distributed as an addendum.

PROTESTS: Proposers who are aggrieved in connection with the solicitation or award of contract may protest in accord with Spartanburg County Procurement Regulations. Protests shall be submitted in writing to the Procurement Office within 7 calendar days of the Intent to Award Notice.

A Proposal received by Spartanburg County is considered a public document under provisions of the South Carolina Freedom of Information Act (FOIA) unless it contains information that may clearly be considered accepted and excluded from disclosure according to State statute. All information that is to be considered confidential and/or proprietary must clearly be identified, and each page containing confidential and/or proprietary information, in whole or in

part, must be stamped as **CONFIDENTIAL**, in bold font of at least 12-point type, in the upper right hand corner of the page.

General Terms and Conditions

Purchasing Regulations: This solicitation is subject to the provisions of the Spartanburg County Government's Purchasing Regulations and any revisions thereto. A copy of Purchasing Regulations may be obtained by contacting the Department of Purchasing (864) 596-2519. Spartanburg County reserves the right to negotiate and contract with any individual firm deemed suitable to provide the services required. At the County's discretion, one or more firms may be engaged for this work.

Applicable Laws and Compliance: This solicitation and any resulting contract shall be governed in all respects by the laws of the State of South Carolina. The Proposer shall comply with applicable federal, State, and local laws and regulations. By submitting this Proposal, the Proposer certifies it is currently and will remain in compliance with:

The Federal Civil Rights Act of 1964, as amended;
The Federal Immigration Reform and Control Act of 1986;
The Americans with Disabilities Act

Public Record: Upon award, or Protest, copies of the Proposals will be made available for public inspection, under the supervision of County Purchasing Department staff, from 8:30 a.m. until 5:00 p.m., Monday through Friday, at 366 N. Church Street, Room 1220, Spartanburg, South Carolina.

Debarment Status: By submitting a Proposal, Proposers assert that they are not currently debarred from proposing on contracts by any agency of the State of South Carolina, nor are they an agency of any person or entity currently debarred from submitting Proposals on contracts by an agency of the State of South Carolina.

Payment Terms and Invoices: Prices proposed must be based upon payment in thirty days after invoice or owner accepted delivery of goods and services, whichever occurs last. Partial payment requests are to be submitted on the AIA Document G703. Invoices must show the contract or purchase order number assigned by the Spartanburg County Purchasing Department and shall be submitted by the Proposer to the Spartanburg County Parks Department by email (jenn.ellis@spartanburgparks.org).

Proposer Qualification: The Spartanburg County Government may make such reasonable investigations, including inspections of the Proposer's physical plant, as deemed proper and necessary to determine the ability of the Proposer to perform stipulated contract work and the Proposer shall furnish the Spartanburg County Government all such information and data for this purpose as may be requested.

Assignment of Contract: A contract shall not be assignable by the Proposer in whole or in part without the written consent of the Spartanburg County Government.

Changes to the Contract: By written notice to the Proposer, Spartanburg County Government may, from time to time, make changes within the general scope of the contract. The Proposer shall promptly comply with such written notice. Any such notice which causes an increase or

decrease in the Proposer's cost of performance shall be redressed through a negotiated, equitable adjustment in the payment rate, and the terms of the contract shall be modified accordingly.

Entire Contract: The entire contract entered into by the Spartanburg County Government and the Proposer shall consist of the Spartanburg County Standard Contract, this Request for Proposal and any addendum issues. Collectively these materials shall comprise the Contract Documents.

Default: In case of failure to deliver services in accordance with the contract terms and conditions, Spartanburg County Government, after written notice, may procure services from other sources and hold the Proposer responsible for any resulting additional expense.

Termination of Contract: The performance of work, under the contract, may be terminated by the County, in whole or in part, whenever the County determines that termination is in the County's best interest. Unless otherwise noted in this solicitation, any agreement entered into as a result of this solicitation may be terminated by the County without penalty upon thirty (30) days notice, in writing, prior to the effective date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

The performance of work under the contract may be terminated by the County in whole or in part whenever the County determines, in its sole discretion that the selected Proposer is not performing as set out in the Proposal. Any such determination shall be effected by the delivery to the Proposer of a written notice of termination at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, except as otherwise directed, the selected Proposer shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further order or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendor and subcontracts; and settle all outstanding liabilities and claims.

Indemnification: The selected Proposer covenants to save, defend, keep harmless, and indemnify the County and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and costs, including court costs, attorney's fees, charges, liability, and exposure, however caused, resulting from, arising out of, or in any way connected to the selected Proposer's negligent performance or nonperformance of the terms of the contract.

Insurance: The Proposer shall procure and maintain during the life of the contract, Insurance Coverage for not less than any limits of liability shown below and shall include contractual liability insurance as applicable to the vendor's obligations, with a carrier authorized to conduct business in the State of South Carolina.

All coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of the insurer's liability. Original endorsements, signed by a person authorized to bind coverage on its behalf shall be furnished to the County by the successful Proposer.

- A. Commercial General Liability: The Proposer shall maintain insurance for protection against all claims arising from injury to person or persons and against all claims resulting from damage to any property due to any act or omission of the Proposer, his agents, or employees in the operation of the work or the execution of this contract.

Bodily Injury (Injury or Accidental Death) and Property Damage \$1,000,000
per occurrence

- B. Comprehensive Automobile Liability: The Proposer shall maintain Automobile Liability Insurance for protection against all claims arising from the use of vehicles, rented vehicles, or any other vehicle in the prosecution of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off site of the project. The minimum amounts of Automobile Liability Insurance shall be as follows:

Bodily Injury (Injury or Accidental Death) and Property Damage \$1,000,000
Combined Single Limit

- C. Worker’s Compensation: The Proposer shall maintain Worker’s Compensation Insurance within statutory limits for all employees who are in any way connected with the performance of work under this agreement. Such insurance shall comply with all applicable State laws.

- D. Professional Liability Insurance: If providing a professional service, the Proposer shall maintain Professional Liability Insurance to cover errors, acts of omission by the Proposer, its agents and representatives in the performance of obligations.

Professional Liability Insurance \$1,000,000 per occurrence

- E. Employers Liability Insurance \$500,000 each accident
\$500,000 disease, each employee
\$500,000 disease policy limit

- F. Umbrella Policy: \$5,000,000

Proposers must provide the County with a Certificate of Insurance showing proof of insurance as is acceptable to the County. Proposer and/or its insurers are responsible for payment of any liability arising out of Workers’ Compensation, unemployment or employee benefits offered to its employees.

Insurance is to be placed with insurers licensed to operate in the State of South Carolina by the South Carolina Department of Insurance unless otherwise accepted by the County. Insurance should be placed with insurers possessing a current A.M. Best’s rating of not less than A: VIII.

Workers’ Compensation policies are to be endorsed to include a waiver of subrogation in favor of the County, its officers, officials, employees and agents.

For Automobile and General Liability insurance, the successful Proposers shall name the County, its officers, officials, employees and agents as Additional Insured with respect to

liability arising from the performance of work contained in this proposal. All insurance policy requirements shall contain a provision that coverage afforded under the policies will not be cancelled unless and until a thirty (30) day prior written notice has been provided the County. Should Proposer cease to have insurance as required during any time, all work of Proposer pursuant to this agreement shall likewise stop until insurance acceptable to the County is secured.

The Proposer must agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, or self-insured retention.

The Proposer shall agree to cause each subcontractor employed by Proposer to purchase and maintain insurance of the type specified herein, unless the Proposer's insurance provides coverage on behalf of the subcontractor. Evidence of subcontractor insurance shall be made available to the County upon request of the County.

Independent Contractor: The selected Proposer shall be legally considered an independent contractor and neither the Proposer nor its employees shall, under any circumstances, be considered employees of the County; and the County shall at no time be legally responsible for any negligence or other wrong doing by the Proposer or its employees. The County shall not withhold from the contract payment to the Proposer any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Proposer. Further, the County shall not provide to the Proposer any insurance coverage or other benefits, including Worker's Compensation.

Audit: The Proposer hereby agrees to retain all books, records, and other documents relative to this engagement for five (5) years after final payment for services. Spartanburg County Government, its authorized agents, and agents of the State and federal government shall have full access to documents and the right to examine any materials during the said period.

Fraud Policy: Proposers submitting Proposals to Spartanburg County Government must review the County's policy related to fraudulent activities and acknowledge their responsibilities for protection against acts of fraud in the conduct of business.

Additional Information: Spartanburg County Government reserves the right to seek clarification of information, request information deemed missing from the Proposal, or request additional information as may deemed necessary or desirable.

Proposer Obligation: In submitting a Proposal, the Proposer covenants that he/she has satisfied him/herself of the conditions to be met in this solicitation, that he/she is fully aware of obligations contained herein, and that he/she will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

Availability of Funds: By signing this Proposal, the Proposer agrees that the Spartanburg County Government shall be bound only to the extent funds are available and appropriated by the duly elected body of Spartanburg County for the purpose of any resultant contract.

Notice of Requirement of State of South Carolina Sales Tax License or Retail Tax License or Use Tax License: Failure to include all service costs, including any State of South Carolina Sales Tax or Retail Tax or Use Tax which may be owed by Spartanburg County as a result of this Proposal, will result in the disqualification of the Proposer.

The Spartanburg County Council reserves the right to accept or reject any or all Proposals, parts thereof, and to waive any technicality when the best interest of the County shall be served.



Spartanburg County
State of South Carolina Sales Tax License or Retail Tax License or Use Tax License
Acknowledgement Form

RFP No: 35-12
Proposal Name: Spartanburg County Tyger River Park Playground Design and Installation
Proposer Information: Proposer: _____ Address: _____ City, State, Zip: _____ Contact: _____ Telephone: _____ Email: _____ State of South Carolina Sales Tax License or Retail Tax License or Use Tax License ID number: _____ Federal Tax ID number: _____

The signature below acknowledges that Proposer is aware of and has been notified that Proposal will not be accepted if Proposer does not turn in this form with State of South Carolina Sales Tax License or Retail Tax License or Use Tax License ID number and Federal Tax ID number.

In addition, proposer is aware that Spartanburg County is not a State of South Carolina Sales Tax or Retail Tax or Use Tax exempt County and the Proposal shall be a lump sum which shall include the amount of all taxes, including any State of South Carolina Sales Tax or Retail Tax or Use Tax which may be owed by Spartanburg County as a result of this Proposal.

Proposer's Signature

Date Signed

Spartanburg County
Proposer's Fraud Acknowledgement Form

RFP No: 35-12
Proposal Name: Spartanburg County Tyger River Park Playground Design and Installation
Proposer Information: Proposer: _____ Address: _____ City, State, Zip: _____ Contact: _____ Telephone: _____ Email: _____

The signature below acknowledges that I am aware of and have read the Spartanburg County Fraud Policy adopted by Spartanburg County Council on July 18, 2005. As a Proposer engaged in a business relationship with Spartanburg County, I understand that I am responsible for aiding in the protection against fraudulent acts (which are defined in the Fraud Policy) by complying with all aspects of the Fraud Policy.

Proposer's Signature

Date Signed

Copies of Spartanburg County's Fraud Policy can be obtained as follows:

1. Spartanburg County's website at www.spartanburgcounty.org under the link to Auditor/Internal.
2. Request a copy from the Internal Auditor at 596-3538.

WHEREAS, Spartanburg County is often required to contract or retain independent contractors and vendors to perform maintenance, repair, construction and demolition services for or on behalf of the County for the public good, welfare and safety; and

WHEREAS, when independent contractors and vendors undertake to provide such work and services for the County, the risk of liability for accidents and incidents involving county personnel and property as well as private citizens and property may arise as a result of the activities of such independent contractors and vendors and their agents and employees; and

WHEREAS, to protect the County employees and County property as well as private citizens and private property from loss that may occur from the activities of independent contractors and vendors, the County has determined that all such independent contractors and vendors should be properly insured and/or bonded and should warrant their compliance with OSHA and other applicable safety standards.

NOW THEREFORE, to establish eligibility for contracting with the County or to qualify for the performance of certain work or services for or on behalf of the County, the undersigned independent contractor or vendor, agrees, affirms and warrants as follows:

1. That the undersigned independent contractor or vendor warrants and affirms that it shall comply with OSHA and other applicable safety standards for any work or services that may be performed by the employees of the independent contractor or vendor during the course of work or services for the County.
2. That the undersigned independent contractor or vendor warrants that it is properly bonded and/or maintains adequate liability insurance to cover any and all damages, losses, claims or costs, whether involving County personnel or property, private parties, private property or businesses, that arise or may arise, in whole or in part, from any work, services or activities performed by the independent contractor or vendor for the County.
3. That the undersigned independent contractor or vendor warrants and affirms that it maintains adequate workers compensation insurance to cover any and all damages, losses, claims by any employee that may arise or occur during the course of any work, services or activities by the independent contractor or vendor.
4. Notwithstanding any other provision or agreement, the undersigned independent contractor or vendor indemnifies and holds Spartanburg County harmless from any and all claims, damages, losses or costs that arise or may arise, in whole or in part, from any work, services or activities performed by the independent contractor or vendor during the course of any construction, maintenance, repair or service of County facilities, buildings, property and equipment including demolition and removal of unsafe structures.

INDEPENDENT CONTRACTOR/ PROPOSER

By: **X**

Date:

Its:

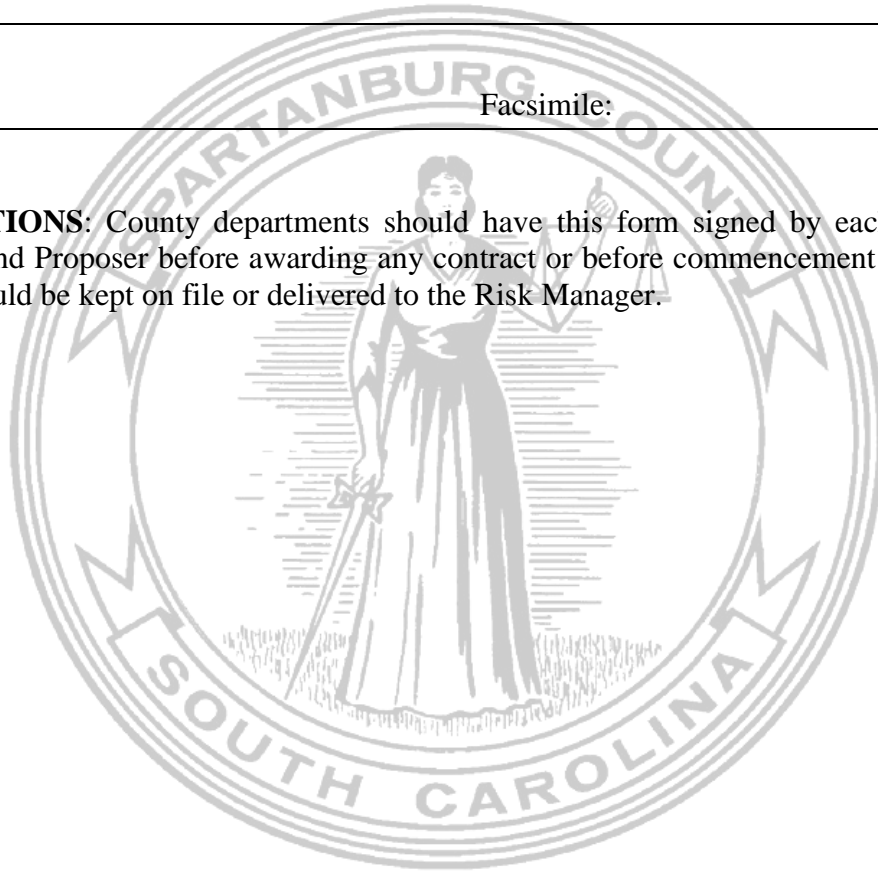
For Company Name:

Address:

Telephone:

Facsimile:

INSTRUCTIONS: County departments should have this form signed by each independent contractor and Proposer before awarding any contract or before commencement of work. The original should be kept on file or delivered to the Risk Manager.



Scope of Work/Services Provided:

1. The awarded Proposer shall perform and carry out in a good, clean, and professional manner, those services necessary to complete the TYGER RIVER PARK PLAYGROUND DESIGN AND INSTALLATION. The playground is located at Tyger River Park. Tyger River Park is located at 285 Gano Drive, Reidville, SC 29375. Tyger River Park is located in the Town of Reidville. Contact the Town of Reidville for required licenses. Proposer responsible for all applicable fees and licenses associated with this work.
2. The park is 138 acres in size and includes 13 tournament ball fields surrounding a 2 acre playground.
3. Some infrastructure to support this playground has already been installed, as have several pieces of standard playground equipment. Existing playground to be defined as: sand box, sand box diggables, 2-5 year swings (2 bay), 5-12 year old swings (3 bay), net climber, poured-in-place surface and engineered wood fiber surface.
4. The playground has been covered with engineered wood fiber and poured-in-place rubber to provide fall safety. See Exhibit A for location of existing engineered wood fiber and poured-in-place rubber. The successful Proposer is responsible for confirming the depth and applicability and adequacy of the existing material and is required to add additional material if needed to meet all Federal and Industry guidelines listed below. Existing engineered wood fiber is ASTM F 1292 IPEMA certified and purchased from Pallet Resource of NC, Inc. dba Kid Cushion.
5. The depth and repair of the poured in place has not been confirmed. Proposer should visit the playground site to confirm the depth if their proposal involves utilization of the area where the poured in place material is located. The manufacturer of the existing poured in place is:

Rubber Wholesalers/Rubber Trails & Surfaces
P.O. Box 128
Ranger, GA 30734
www.rubbertrailsandsurfaces.com

A description of the poured in place product follows:

The EPDM poured in place surfacing consist of a polyurethane binder mixed with shredded rubber buffings to create the “Cushion Layer”. The Cushion Layer is then capped with EPDM rubber granules mixed with polyurethane binder creating the “Wear Course”. Each layer is troweled in place. Depth of product will vary depending on fall height requirements.

Cushion Layer: The Cushion Layer consists of shredded rubber buffing adhered with a polyurethane binder. This layer will vary in depth base on fall height requirements of the project. The rubber is a 6-16 mesh product. The binder ratio for this layer is 12-14% of rubber weight. This allows proper coating of all rubber particles.

Wear Course: The Wear Course consists of EPDM rubber granules adhered with a polyurethane binder. This layer will be a minimum of 3/8” thick. The EPDM granules

are 1-3mm in size. The binder ration for the Wear Course is a minimum of 20% of rubber weight. This allows for proper coating of all EPDM particles. The Wear Course is available in color combinations which include: Blue, Beige, Green, Eggshell, Red, Gray and Black. Premium colors also include: Orange, Yellow and Purple.

Testing: ASTM F 1292; ADA Accessibility; ASTM F 1551 Water Permeability

6. A 40' high observation tower is located in the center of the playground area.
7. Proposer is responsible to investigate site conditions and notify Spartanburg County through the Exclusion / Addenda / Prior Approval process of any items that need clarification. Proposals will include all items necessary to complete job at no additional cost to Spartanburg County.
8. All new playground equipment locations to be staked in the field for owner approval before construction begins.
9. Existing playground equipment is the owner's responsibility to meet all applicable Federal guidelines. If the installation of the new playground equipment requires relocation of any existing playground structures, then the contractor must ensure that the relocated equipment meets manufacturer specifications and must warranty the reinstallation of the existing playground structure.

At a minimum, this work shall include:

1. Complete and submit a playground design, as further described in RFP 35-12. At a minimum the design should include:
 - a. Site plan
 - b. Elevations or 3-D rendering
 - c. Photographs of similar installations.
 - d. List of manufacturer products being proposed with unit cost breakdown.
2. Manufacture playground equipment to meet all applicable guidelines listed in Playground Federal and industry guidelines section below.
3. Ship playground equipment to specified location
4. Install playground Equipment to meet all applicable guidelines listed in Playground Federal and industry guidelines section below.
5. If the proposer determines that additional fall safety material as needed per Proposers individual playground equipment requirements or audit results, proposer will add engineered wood fiber and/or poured-in-place rubber, as needed, to meet pertinent certifications. If additional engineered wood fiber or poured-in-place rubber is needed it is preferred that it match the color, texture, and size of existing material as close as possible. A sample of the proposed engineered wood fiber or poured-in-place rubber must be submitted to Spartanburg County for approval. If additional fall safety material is required the finish grade should match the surrounding existing grades while maintaining required slopes for playgrounds. See Exhibit A for detail of engineered wood fiber and subgrade.

6. Complete the work, in place. Furnish all materials, equipment, and incidentals which are reasonably and properly inferable and necessary for the proper completion of the Work, whether specifically indicated in RFP 35-12 and Exhibit A or not.
7. Perform or provide repairs, replacements and restoration required as a result of damages resulting from construction operations, vandalism, or defective materials or workmanship. Awarded Bidder required to provide Builders Risk insurance until Substantial Completion is met.
8. All work shall be completed in accordance with Federal, State, and Spartanburg County regulations.
9. Spartanburg County recently adopted the tourism theme: "Spartanburg: Revolutionary," in part to recognize the important role Spartanburg County played in the Revolutionary War. Responders to this request are asked to provide proposals that include representations of forts and similar structures.

Proposed Schedule

As Tyger River Park is opening for tournaments in March, timely completion of the playground project is essential. Spartanburg County, in rating proposals, will award more points to proposers who are able to meet or improve upon the proposed schedule.

Date	Time	Description
January 4, 2012		Advertise for bids
January 13, 2012	2:00 PM	Bid Opening
To Be Determined		Notice of Intent to Award
To Be Determined		End of Protest Period
To Be Determined		Purchase Order (Notice to Proceed) Issue Date
March 1, 2012		Substantial Completion
March 8, 2012		Final Completion

* All Proposals are to provide calendar days to complete project, on the Notice of Proposal Page Two.

Signing of Agreement

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Spartanburg County Standard Contract with all other written Contract Documents attached. Within seven (7) days thereafter Contractor shall sign and deliver the required number of counterparts of the Contract and attached

documents to Owner. Within seven (7) days thereafter Owner shall deliver one fully signed counterpart to Contractor. If the contractor fails to submit the required documents within the required seven (7) days, the Notice of Award may be rescinded. The County may then issue a new Notice of Award to another Contractor, the original Successful Bidder or not award the contract.

Notice to Proceed

The purchase order will act as the Notice to Proceed. The purchase order will be issued once all of Spartanburg County's requirements are met by the bidder.

Change Orders

After award of purchase order, any changes that result in additional cost to Spartanburg County must be submitted in writing to jenn.ellis@spartanburgparks.org for prior written approval. Do not proceed with change order until purchase order is in hand.

Substantial Completion

The substantial completion date will be defined as the purchase order issue date plus the number of calendar days to complete the project as listed on the Notice of Proposal page 2. Substantial completion is defined as when all playground equipment has been installed per the plans. All required fall safety material is to be in place and the playground equipment ready for public use. A substantial completion letter will be issued with punch list attached. After substantial completion Spartanburg County will be responsible for insuring the equipment from vandalism.

Final Completion

Final completion must be reached within 7 calendar days from the date of substantial completion. Final Completion is defined as when the independent Certified Playground Safety Inspector consultant has inspected and approved all new playground equipment and installation for guidelines listed in the Federal and industry guidelines section below. All punch list items to be completed before final completion. A final acceptance letter will be issued before the 10% retainage will be released.

Testing

Prior to Substantial Completion, Spartanburg County to hire a third party Certified Playground Safety Inspector consultant to perform an audit of the new playground. Proposer to correct all items that do not meet guidelines listed in the Federal and industry guidelines section below at no expense to owner. Final Completion to be met once all items are corrected. If the results of the playground audit are not agreed upon by the owner and contractor, both shall agree on another third party certified playground safety inspector to verify findings of initial inspection and provide resolution. (Proposer to cover this expense.)

Playground Federal and industry guidelines:

All new playground equipment manufacture and installation shall meet all applicable Federal government standards and industry guidelines in regards to playgrounds. All new playground equipment manufacture and installation shall include the requirements listed below at a minimum.

- Certification from the International Play Equipment Manufacturers Association (IPEMA) preferred
- **ASTM F 1487** - Standard Consumer Safety Performance Specification for Playground Equipment for Public use
- **ASTM F 1292**: Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment
- **ASTM F 2075**: Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment
- **ASTM F 2223**: Standard guide for ASTM standards on playground surfacing
- **ASTM F 2373**: Standard Consumer safety performance specification for public use play equipment for children 6 months through 23 months.
- **ASTM F 1951**: Standard Specification for determination of accessibility of surface systems under and around playground equipment
- **ASTM F 2479**: Standard guide for specification, purchase, installation and maintenance of poured-in-place playground surfacing.
- **CPSC Publication 325**-Handbook for Public Playground Safety
- **ADA** “ Final Accessibility Guidelines for Play Areas”

Specifications

1. There will be a minimum of two playground structures; one for ages 2-5 and one for ages 5-12 (see exhibit A). The proposed budget for these two structures & associated play components must not exceed \$200,000.
 - a. One play system/structure for ages 2-5 (See exhibit A for available use zone location).
 2-5 age system/structure to be located in 2-5 age area as best suits proposer. Playground curbs not preferred. Additional fall safety material may be required if specified equipment heights exceed existing fall zone requirements. If subgrade elevation becomes lower than surrounding subgrade elevation proposer must include adequate drainage facilities with proposal. The engineered wood fiber is sitting on the subgrade.
 - b. One play system/structure for ages 5-12 (See exhibit A for available use zone location).
 5-12 age system/structure to be located in 5-12 age area as best suits proposer. Playground curbs not preferred. Additional fall safety material may be required if specified equipment heights exceed existing fall zone requirements. If subgrade elevation becomes lower than surrounding subgrade elevation proposer must include adequate drainage facilities with proposal. The engineered wood fiber is sitting on the subgrade.
2. Tyger River Park is designed to be a youth sports tourism attraction for Spartanburg County. As such, we want to provide the best possible experience for tournament attendees. Accordingly, we would like the playground to provide an enjoyable, exciting and memorable component to the park to promote booking repeat business for the park.

Thus, equipment should ideally be unique & creative. Also, because Spartanburg County has adopted the tourism promotion theme “Spartanburg: Revolutionary,” we believe it would be appropriate for the playground equipment to include representations of forts and similar structures as well as natural play components.

3. Equipment shall be commercial quality and very low maintenance. Playground equipment must be constructed of composite material, metal, plastic, concrete, and or approved equal. Equipment made of wood will be permitted only if the proposer can provide client references that attest to the wooden component’s high durability and low maintenance. Double spring riders are not preferred. Play panels with clear plastic fronts are not preferred. Post size to be sized for maximum safety and integrity of equipment.
4. The goal for all play structures is to meet or exceed existing Federal standards for accessible play equipment, and to provide, to the extent feasible, play experiences for children with disabilities on the same structure used by children without disabilities. **Thus, all structures proposed must include handicap ramps that provide access at a minimum of 50% of the elevated components.** Handicap accessibility is intended to benefit children. At a minimum proposer to provide a 5' wide poured in place rubber pathway to ramp entrances.
5. An AutoCAD file containing existing playground survey is available. An Electronic Media User Agreement is available on the Spartanburg County website. Complete agreement and email to lcoleman@spartanburgcounty.org. AutoCAD file will be emailed to email address listed on agreement.

Proposal submittal documents:

Items must be provided, in the order listed, as a Proposal package, or Proposal may be disqualified. Proposal shall not exceed, with voluntary alternates, 50 pages. Provide one original and three copies of ALL submittal documents, all unbound, no tabs.

1. Notice of Proposal Page 2 with Proposal prices and proposed days to complete Proposal.
2. State of South Carolina Sales Tax License or Retail Tax License or Use Tax License Acknowledgement Form completed, Notice of Proposal Page 9.
3. Proposer’s Fraud Acknowledgement form completed, Notice of Proposal Page 10.
4. Loss Prevention Eligibility Requirements form completed, Notice of Proposal Pages 11 and 12.
5. If subcontractors are to be used, provide list of subcontractors and copy of their contracting licenses. If no subcontracts are used, provide a statement to that effect.
6. Provide letters from insurance companies listing proposer and subcontractor EMR ratings (EMR rating no greater than 1.00 required). EMR rating letters must be on insurance company letterhead.
7. Bid bond.
8. Provide letter from bonding company stating Proposer ability to get performance/payment bond in amount of Proposal. A letter from a South Carolina Banking Institution stating ability to get Letter of Credit in amount of Proposal will be an acceptable substitute.
9. Playground design to be submitted with the RFP response to include, at a minimum:
 - a. Site plan

- b. Elevations or 3-D rendering
- c. Photographs of similar installations.
- d. List of manufacturer products being proposed with unit cost breakdown.
- e. Describe the components included in your proposal, using the chart below.

Playground Component Break Down		
	2-5 Year Playground	5-12 Year Playground
Children Play Capacity (# of children)		
Non Play Components		
ADA ramps		
ADA transfer stations		
Roof		
Decorative Panel		
Total		
Elevated Play Components Total		
Play panels		
Bridges		
Climbing		
Slides		
Stepping		
Musical Instrument		
Other		
Total		
Ground Level Play Components		
Play panels		
Spinning		
Bouncing		
Climbing		
Stepping		
Musical Instrument		
Other		
Total		

10. Experience as detailed in Experience section below.

11. Warranty

Award:

An award shall be made to the Proposer best suited to provide the services detailed in the Scope of Services section of this solicitation. Proposal shall be awarded based on the following criteria, as scored by a selection committee chosen by the Spartanburg County Parks Director, as well as any other information deemed relevant by the Spartanburg County Administrator.

References (30%)

References will be sought to determine, in the experience of the reference: the durability of the equipment, the flexibility of the company installing the equipment, the ease of obtaining replacement parts and whether, given the reference contact's experience with the equipment, would the reference again decide to purchase the equipment.

Design & Equipment (30%)

Playground to be evaluated on play experience, creativity and uniqueness.

Schedule (25%)

Number of Calendar Days to complete project provided on Notice of Proposal Page 2 will be evaluated. In rating proposals more points will be awarded to proposer who is able to meet or improve upon the proposed schedule.

Cost (15%)

Lump sum cost will be measured against perceived value, when considering the play experience and other factors.

- Proposal Submittal Documents:

All Proposal submittal documents must be included with the Proposal, or Proposal may be disqualified.

- Bonding of Proposer:

Proposer shall provide, with the Proposal, a bid bond for 5% of the total Proposal amount with Spartanburg County as the beneficiary.

The Proposer shall provide a performance/payment bond in the full amount of the Proposal with Spartanburg County as the beneficiary. This performance / payment bond shall be required after Proposal and issuance of purchase order. Purchase order will be issued contingent on production of performance / payment bond 3 working days after fax receipt of purchase order. A Letter of Credit, made out to Spartanburg County, in the full amount of Proposal, will be an acceptable substitute. At the end of the job, all of the Proposer's subcontractors shall send a letter, on company letterhead, that they have been paid in full and Spartanburg County can release the performance / payment bond.

- Cost:

Proposal is to be a lump sum with all fees included by Proposer. Proposal is to include the amount of all taxes, including any State of South Carolina Sales Tax or Retail Tax or Use Tax which may be owed by Spartanburg County as a result of this Proposal.

- Experience:

Proposer shall provide list of locations and total number of employees. List five jobs, similar in size, completed by your firm, preferably within 100 miles of Spartanburg County, for

Governmental clients. Provide dollar amount, brief description, reference name, reference e-mail and/or phone number for each job.

- Exclusion / Addenda / Prior Approval process:

Any items that need clarification, manufacturer model prior approval, and items that are not possible to be provided are to be emailed to lcoleman@spartanburgcounty.org. Proposals are not to have any exclusion. Exclusions will come from Spartanburg County in the form of an addendum posted on the Spartanburg County website on the Bids and Contracts page. **Any bids received with exclusions will not be accepted.**

- Compliance with all Applicable Codes

It is the Proposer's responsibility to insure that work is in compliance with all Federal, State, County, City, or other codes. Proposer is responsible for all documentation, applications, purchasing any business licenses, and purchasing any permits required by the previous entities. Proposer is responsible for securing all business licenses and permits, and providing all county required documentation.

- Protests:

Proposers who are aggrieved in connection with the solicitation or award of contract may protest in accord with Spartanburg County Procurement Regulations. Protests shall be submitted in writing to the Procurement Office within 7 calendar days of the Intent to Award Notice.

- Liquidated Damages:

Awarded Proposer will have liquidated damages of \$500.00 per calendar day that job completion exceeds final completion date.

- Registration of Proposer:

Proposer must be registered to submit a Proposal. If not a registered Proposer (verify by calling Spartanburg County Purchasing at (864-596-2519), register online at www.spartanburgcounty.org, click on "Bids and Contracts", click on "How to Register", and click on "Vendor Registration Application." Proposal will not be accepted if Proposer is not a registered Proposer with current Federal tax ID number.

- Certificate of Insurance:

Prior to beginning work the selected contractor/company shall submit a certificate of insurance (COI) as mentioned previously in this RFP. Spartanburg County is to be listed as additional insured. Project description and project location are to be listed on COI. The COI should also indicate that the selected proposer has Workers' Compensation IAW "Statutory Limits" and automobile coverage if proposer will be operating a vehicle (i.e. company vehicle) to conduct work.

- Warranty:

All playground equipment and installation must carry a minimum of a one-year warranty. A letter of warranty must be provided at substantial completion. The warranty will start on the substantial completion date. The warranty must state that the awarded bidder is responsible for repair or replacement of any defective material or workmanship.

