



## **SAUL ALEXANDER PLAYGROUND**

Request for Proposals

Issued: February 10, 2021

Proposals must be received by 2:00 PM ET on February 22, 2021

### **INTRODUCTION**

The Town of Summerville (“the Town”) is requesting proposals to design, provide and install playground equipment and safety surfacing in connection with Saul Alexander Playground located at 615 S Laurel St., Summerville SC 29483. The City will select one (1) company to provide equipment and materials for the park as outlined in this request.

### **PROJECT GOALS**

The Town desires to build an inclusive playground for all people. The company will need to work around the existing landscape.

### **SCOPE OF WORK**

This project consists of the design, procurement and installation of a playground system including low maintenance safety surfacing at the Saul Alexander Playground. The playground should include various physical, cognitive, social, and sensory elements designed for children with varying abilities. The equipment should also accommodate a wide age range of children.

Proposals must include the estimated costs of the play equipment, safety surfacing, delivery charges, any discounts, and cost of installation.

All equipment must meet or exceed all current federal CPSC, ASTM, IPEMA, and ADA standards.

The safety surfacing should consist of a unitary rubber or artificial material that is ADA-compliant and meets impact attenuation criteria. All sidewalks and routes should be ADA accessible. The current perimeter fence will remain.

### **BUDGET**

The budget for this project is not to exceed \$400,000.

## PROPOSAL CONTENT

Any Company desiring consideration for this project shall submit **three (3) bound copies** of their submittal to the following address on or before **February 22nd at 2:00 pm** in order to be considered. **Proposals submitted after the deadline will not be accepted.**

Town of Summerville Procurement Office  
Attn: Krista Collins  
200 South Main Street  
Summerville, SC 29483

All submittals shall contain the required information. The first item in all submittals shall be a cover letter identifying a contact person including phone, e-mail address, and mailing address.  
All proposals shall also be submitted in an electronic format (flash drive).

## SUBMITTAL REQUIREMENTS

**All submittals shall provide the following information for consideration and state the time period it shall remain in effect:**

- A. **Cover Letter:** Please include a cover letter summarizing your company's background and relevant experience in the design and installation of inclusive play equipment. Also include the name, address, phone number, and e-mail address of the company and the primary personnel to be involved in the execution of the scope of services.
- B. **Description of Team Members Qualifications:** Please include a resume for each key team member. The resumes should clearly demonstrate each individual's qualifications and professional experience with inclusive playgrounds.
- C. **Experience with Similar Projects:** Include a brief description of previous projects performed by the company that were similar in scope and complexity to this project.
- D. **References:** For each project noted above, include a contact name, address, current telephone number and e-mail address for the Town's use in verifying the company's past performance.
- E. **Project Approach:** The proposal should include a description of how the company will approach each step of the project from design to final completion.
- F. **Fee Proposal:** Provide estimated costs for the elements listed in the Scope of Work. All fees and expenses should be indicated. The proposed fee will not be the sole criteria for selection of the company.
- G. **Project Schedule:** Provide a proposed schedule that indicates project milestones and overall time for completion.

## CRITERIA FOR AWARDS/EVALUATION

The selection of the successful company will be made based upon the qualifications, experience and ability of the company as detailed in the proposals submitted. The following criteria will be used in evaluating Consultant's proposals and contract award:

1. **Experience in the design and installation of inclusive play equipment:** 0-10 Points
2. **Overall Proposal:** 0-10 Points
3. **Layout and best use of facility:** 0-15 Points
4. **Unique Approach to Project:** 0-10 Points

5. **Quality of design, play value and target demographic:** 0-10 Points
6. **Team members associated with the project and their biographies:** 0- 10 Points
7. **General Budget including playground equipment, surfacing, installation options:** 0-10 Points
8. **Development and construction outline and timeline:** 0-10 Points
9. **Company's approach to inclusive play, playground design and support:** 0-15 Points
10. **Compliance to all ADA and safety standards:** Yes/No

Proposals will be reviewed by a selection committee. The award will be made to the qualified company whose proposal is deemed most advantageous to the Town.

#### **CONFIDENTIALITY**

Responses to the RFP will become public records and, therefore, will be subject to public disclosure. However, South Carolina Statutes provide a method for protecting some documents from public disclosure. If the company designates a document as confidential or a trade secret, the Town will withhold the document from public disclosure to the extent that is entitled or required to do so by applicable law, and will return the document after selection.

#### **CONDITIONS AND LIMITATIONS**

The City expects to select a company from the proposals submitted, but reserves the right to request substitutions of companies. The Town also reserves the right to reject any or all responses to the RFP, to advertise for new responses, or to accept any response deemed to be in the best overall interest of the Town. A response to this RFP should not be construed as a contract or an indication of a commitment of any kind on the part of the Town nor does it commit either to pay for costs incurred in the submission of a response to this request or for any cost incurred prior to the execution of a final contract. The Town will reserve the right to dismiss any part or all of the contracted team when, in the Town's opinion, the project is not moving as scheduled or is hindered in any way by the actions or personalities of team members.

This is an informal solicitation process, and the Town reserves the right to reject any or all proposals in their entirety. No proposal bond shall be required. The Town may award the work using the criteria described above, in its sole discretion. Proposals shall be in the form of a lump sum amount. The Town will not pre-pay any amount at contract execution.

#### **QUESTIONS**

Technical questions regarding this RFP should be directed to Krista Collins, Procurement Officer at [kcollins@summerville.sc.gov](mailto:kcollins@summerville.sc.gov)

#### **GENERAL TERMS AND CONDITIONS:**

**Indemnification:** The Company shall indemnify, defend, save, and hold harmless the Town of Summerville, South Carolina, including, but not limited to, its respective elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the Company, its subcompany, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to property damage, personal injury and death as well as court costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the Agreement relating to insurance requirements. The Company agrees that it will procure and keep in force at all times at its own expense, insurance in accordance with these specifications. Notwithstanding the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of the Town, or its employees, agents or companies, the Company's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principal of comparative fault.

**Termination:** This Agreement may be terminated by either Party provided thirty (30) days written notice is given to the other before the effective date of termination. Such notice shall contain the reasons for the intention to terminate this Agreement. In the event of such termination, Company shall be entitled to receive reasonable compensation for all work performed and items delivered and accepted by the Town as of the termination date and the Town shall be entitled to a refund of any unearned funds paid in advance to the Company. In the event of such termination, both Parties shall continue to be bound by all obligations set forth in this Agreement arising prior to the date of termination, in connection therewith, and/or obligations, promises, and/or covenants of this Agreement set forth below. The obligations as applicable contained in paragraphs 1, 3, and 4 shall survive the termination of this Agreement or the completion of the work plus any applicable warranties.

**Termination for Breach; Default and Remedy:** A Party will be in breach of this Agreement if that Party defaults in the performance of any of its obligations under this Agreement and such default shall continue for thirty (30) days after receipt by that Party of written notice thereof from the non-breaching Party, except that Company shall be in default immediately upon failure to maintain insurance hereunder. In the event of any breach, the non-breaching party shall have the right to terminate this Agreement immediately for an uncured breach upon the conclusion of such thirty (30) day period, except as such timeframe may be extended at the mutual agreement of the Parties. Exercise by either Party of any of its rights specified above shall not prejudice that Party's right to pursue any other remedy available at law or equity. The failure of either Party to strictly enforce any provision of this Agreement shall not be construed as a waiver. The rights and remedies of the Parties with respect to any of the terms and conditions of the Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies. In the event of termination of this Agreement as a result of a breach by the Company, the Town shall not be liable for any expenses except as otherwise provided herein and may, at its sole option, award an agreement for the same services to another qualified Company with the best proposal, or call for new proposals and award the agreement thereunder and the Company shall be liable to the Town for its direct and consequential damages as a result of that breach. The prevailing party in any dispute under this Agreement shall be entitled to an award of its reasonable legal fees and costs. In the event of such termination, the obligations as applicable contained in paragraphs 1, 2, and 4 of this Agreement shall survive, plus any applicable warranties.

**Confidentiality:** During the term of this Agreement, and subsequent terms of annual software support, each Party may provide to the other Party certain trade secret, confidential and proprietary information ("Confidential Information"). Confidential Information shall include, but not be limited to technical information including software and its associated documentation, business and financial information, complainant or patient identifying data. Each Party agrees to protect the Confidential Information of the other Party with at least the same degree of care it uses to protect its own Confidential Information. Confidential Information may only be disclosed to the employees, agents, or companies of the receiving party as necessary to fulfill the receiving Party's obligations or exercise the receiving Party's rights herein, provided that such employees, agents, or companies are made aware of the confidentiality obligations of this Agreement and agree to be bound by such obligations. Confidential Information shall not include information that (i) was known by the receiving Party prior receipt from the disclosing party; (ii) becomes known through a third party without a confidentiality obligation; (iii) becomes public knowledge through no wrongful act of the receiving Party or a third party; (iv) is developed independently by the receiving Party without breach of this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information; or (v) is disclosed pursuant to a requirement of a governmental agency or disclosure of which is required by law, provided that notification of such request is made to the disclosing Party by the receiving Party. In the event of a breach of the confidentiality provision, the non-breaching party shall be entitled to obtain an immediate ex-parte injunction against the breaching party. The prevailing party shall be entitled to an award of its reasonable legal fees and costs. The breaching party shall also be liable for any direct or consequential damages of the non-breaching party or any third party as may be determined by a court of competent jurisdiction.

**Entire Agreement:** This Agreement is the entire and exclusive agreement between the Town and Company regarding the subject matter herein. This Agreement replaces and supersedes all prior negotiations, dealings, and agreements between the Town and Company covered by this Agreement.

**Governing Law:** This Agreement shall be construed in accordance with, and shall be governed by, the laws of the State of South Carolina without regard to conflicts of law principles. In the event of any dispute or claim arising out of this Agreement, the Parties agree that any legal action shall be litigated in courts having situs within the State of South Carolina.

**Validity:** This Agreement is not valid without the Town and Company's signatures.

**Delegation of Services:** Notwithstanding and without in any way limiting any terms and conditions set forth in this Agreement, all work and services to be provided by the Company hereunder will be provided only by qualified personnel of the Company, and by subsidiaries of the Company approved by the Town. All approved subsidiaries of the Companies shall be deemed to have made all of the representations and warranties of the Company set forth herein and shall be fully covered under the Company's insurance policies.

**Conflicts:** The Company will use all reasonable efforts to ensure that they are under no obligation, agreement, written or verbal, nor have they previously worked or been otherwise in any position which will cause any conflict of interest to arise in connection with the services to be provided to the Town. This obligation to notify the Town of any potential conflict of interest pertains to both the basic contractual relationship and specific tasks to be performed under this contract.

**Affirmative Action/Equal Employment:** The Town of Summerville is an Affirmative Action/Equal Employment Opportunity Employer. Further, the Town of Summerville and the Company warrants that in the performance of this project, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex or physical disability, including, but not limited to blindness, unless it is shown to be that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States and the State of South Carolina.

**Equal Employment Opportunity:** The Town of Summerville does not discriminate in administering any of its programs and activities. The consultant awarded the contract for work will be required to ensure that no person shall be denied employment, fair treatment or be discriminated against on the basis of race, sex, religion, age, national origin, or handicap.

**Contracting:** Any contract developed for work shall be construed and enforced in accordance with the laws of the State of South Carolina

**Insurance:** The Company, at its expense, will provide, carry and maintain throughout the term of this Agreement, adequate insurance as requested by the Town that will protect the Company, the Town of Summerville its officers, officials, employees and volunteers from any and all claims for loss, damage, injury or death which may arise from the operation of this Agreement by the Company or anyone directly or indirectly employed by them. Policies shall be so written that the Town of Summerville will be notified of cancellation at least thirty (30) days prior to the effective date of such cancellation. Certificates showing that all of the Company's operations are covered, and stating the coverage with the Town included as an additional insured, the limits of liability, expiration dates and exclusions, if any, will be filed with the Town of Summerville before the term of the contract commences.

The Company shall provide the Town with certification by a properly qualified representative of the insurer that the Company's insurance complies with this section.

All of the insurance policies required shall have the legal company name of the insurer providing coverage, and contain the current rating of the insurer as provided by "Best's Insurance Reports", which must be A -, VII or above. This obligation applies to coverage written on an occurrence as well as a "claims-made" basis.

The Insurance Certificate must state whether coverage is written on an "occurrence" basis or a "claims-made" basis. All insurance must maintain that the Town is an "additional insured" for General Liability and Umbrella policies, and any other coverage as the Town may require for specific projects. Such insurance must be issued by insurance companies licensed to write such insurance in the State of South Carolina.

The Town, its officers, officials, employees and volunteers are to be covered as insured as respects liability arising out of activities performed by or on behalf of the Company; products and completed operations of the Company; premises owned, occupied, or used by the Company. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees, and volunteers.

The Company's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees and volunteers shall be excess of the Company's insurance and shall not contribute with it.

#### **A. Worker's Compensation and Employer's Liability**

Worker's Compensation must be provided in accordance with the Worker's Compensation Laws of South Carolina. Should a Company be involved in operations requiring coverage under special State or Federal Acts, such as Maritime or Railroad, the Company must provide evidence of this coverage. Should a Company be exempt from the Worker's Compensation Laws of the State of South Carolina, or any other State or Federal requirements, evidence of such exemption must be provided to the City and a "Hold-Harmless" agreement provided in language satisfactory to the City holding it harmless in the event of any claim for injury or damages. Companies based out-of-state must provide evidence that their Worker's Compensation policy will cover injuries/illnesses sustained while working in the State of South Carolina.

The Company is responsible for ensuring that all of its subcompanies carry Worker's Compensation Insurance, as described above.

Employer's Liability must be provided in accordance with the following limits:

- Each Bodily Injury \$500,000
- Disease - Each Employee - Bodily Injury \$500,000
- Disease - Policy Limit - Bodily Injury \$500,000

#### **B. General Liability**

##### **Occurrence Policy Guidelines**

General Liability - Written under commercial or comprehensive form including the following: (Premises/Operation, Products/Completed Operations, Contractual, Independent Companies, Broad Form Property Damage, and Personal Injury.)

- General Aggregate \$2,000,000
- Products/Completed Operations Aggregate \$2,000,000
- Personal & Adv Injury \$1,000,000
- Each Occurrence \$1,000,000
- Fire Damage (any one fire) \$1,000,000
- Medical Expense (any one person) \$10,000

The Town requires that these aggregate limits be maintained by the Company as required. It is the responsibility of the Company or his representative to notify the Town if ever or whenever claims reduce the General Aggregate below \$2,000,000. If the aggregate limits include defense costs the Town should be so notified. It is the responsibility of the Company and his insuring agent to provide the City with current certificates throughout the contract period

keeping the required limits in full force and effect. The Town of Summerville reserves the right to modify or change the requirements at any time if it is in the best interest of the City to do so.

### **Claims-Made Coverage Guidelines**

General Liability - Written under commercial or comprehensive form including the following:

- Premises/Operations
- Products/Completed Operations
- Contractual
- Independent Companies,
- Broad Form Property Damage and Personal Injury

The Town requires that the Certificate of Insurance include the retroactive date of the policy. Retroactive dates must be either before or coincident with the Contract's inception.

The City requires prompt and immediate notice of the following:

- Erosion of any aggregate limits.
- Advance of any retroactive dates.
- Cancellation or non-renewal. Prior 30-day notice.

The Town requires that any extended reporting period premium be paid by the named insured. The reporting of possible claims to the Town of Summerville is necessary and the Town retains the right to require that the extended reporting period be invoked by the Company at his/her expense. The Town requires that if any excess coverage is secured to meet the requirements that the retroactive dates be concurrent with the primary policy and that the retro dates be either before or coincident with the inception of the contract. If the retroactive date is moved, or if the policy is canceled or not renewed, the Company must invoke the tail coverage option, at no expense to the Town but rather at the expense of the Company, in order to adequately assure that the policy meets the above requirements.

Liability Limits: Same as those under Section B "Occurrence Policy Guidelines".