



**Request for Qualifications
Design, Supply, and Installation of
Playground Equipment at
Planters Grove Park, Lambton Park and North of
Woods Park**

June 23, 2021

**Response Due Date and Time:
*Friday , July 9th, 2021
3:00 p.m., E.S.T.***

**Deliver to:
City of New Albany
99 West Main Street
New Albany, OH 43054**

REQUEST FOR QUALIFICATIONS

1. Project Information

- 1.1 Project Name: Planter's Grove Park, Lambton Park and North of Woods Park Playground Replacement 2021-2022
- 1.2 Project Overview: The City of New Albany is seeking a qualified Vendor to design and furnish the City with new playground equipment and site furnishings at three (3) playgrounds located throughout the city. Services shall include design, equipment removal, supply of new equipment, installation, site furnishings, surfacing, and associated site work.
- 1.3 Project Budget: \$1,000,000
 - 1.3.1 Project budget shall be inclusive of the total costs of all materials, labor, equipment, warranty, and other supplies/service furnished to fulfill this contract.
- 1.4 Project Locations: The City of New Albany owns and maintains several playgrounds within its residential neighborhoods. The primary users of the playgrounds are residents that live in the adjacent neighborhoods. The playgrounds were originally constructed by the developer who built the neighborhoods, however maintenance responsibilities transfer to the city after approximately 20 years. Two playgrounds transferred to the city in 2021. One will transfer in 2022. Please see Exhibit A for a map of locations.
- 1.5 Project Site: Typically, the available area for each playground is approximately 50'x50' and in the shape of a square. Most have existing mature trees that are to remain. In general, the grade is relatively flat across the project area. See attached Conceptual Site Plan (Exhibits B, C & D).
- 1.6 The City of New Albany General Conditions shall apply to this project. A copy of the General Conditions is attached.
- 1.7 The successful Vendor, upon award of the Contract, shall furnish a performance bond in a sum equal to one hundred percent (100%) of the contract price covering the faithful performance of the Contract and the payment of all obligations arising thereunder.
- 1.8 Prevailing Wage: This contract will be subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code. The Vendor and all subcontractors shall comply with all provisions therein, particularly those of Section 4115.05 which provides that the wages paid to all employees shall not be less at any time during the life of the contract than the current prevailing wage rate relating to the trade or occupation as determined by the Ohio Department of Commerce for the county in which the work is being performed. It is the responsibility of the

Vendor to ensure that all laws relating to prevailing wages in Chapter 4115 of the Ohio Revised Code are adhered to by all subcontractors. If the Vendor or any subcontractor fails to comply with any of the provisions therein, the City may withhold payments of any estimate until the Vendor or subcontractor has complied.

2. Scope of Services

- 2.1 The selected Vendor shall provide all plans, samples, materials, and installation services for the construction of the playground and associated site work. This work is of a highly specialize nature and shall be performed by a company which derives a significant portion of its annual income from play structure design and installation. The City may require work performance reference and history. Vendor shall provide the location of a nearby example of his/her product upon request. The Playground Installation Supervisor shall be a Certified Playground Safety Inspector by the National Recreation and Parks Association. A copy of the Supervisor's current, valid certificate must be included as part of the Statement of Qualifications. Copies of certificates will not be counted toward the page limit maximum.
- 2.2 Design Criteria: The following information is included for reference only. Vendors should **not** include design proposals as part of their Statement of Qualifications. The selected Vendor will be required to provide a minimum of **three** different design proposals, including three dimensional renderings.
 - 2.2.1 All playground equipment, site layout, and surfacing shall conform to CPSC (Consumer Products Safety Commission) guidelines (publication #325 – Handbook for Public Playground Safety) for lead paint, use zones, spacing, entanglement, protrusion and entrapment hazards, etc.
 - 2.2.2 All equipment shall be certified by IPEMA (International Play Equipment Manufacturer's Association) as conforming to ASTM (American Society for Testing and Materials) Publication #F1487-95 (Standard Consumer Safety Performance Specification for Playground Equipment for Public Use).
 - 2.2.3 Playground equipment and design shall meet ADA (Americans with Disabilities Act) current requirements and shall incorporate multiple accessible features.
 - 2.2.4 Design shall be age appropriate for children 2 – 12 years old. Specific equipment shall be identified as age appropriate for 2 – 12, 2 – 5, or 5 – 12.
 - 2.2.5 Final colors will be determined at award of contract, however dark or natural stained colors are preferred
 - 2.2.6 Natural materials, such as wood and metal are the preference for the playground equipment, however the city will consider equipment made from a composite material if they are deemed to be significantly similar to the color and finish of natural materials.

- 2.3 Existing Structures and Landscape: Nearby existing asphalt surfaces, curbs, other surfacing, lawn areas, trees, etc. shall be retained and protected during all work unless otherwise specified herein. Critical root zones of mature trees as identified by the City shall be fenced off with protective fencing prior to commencement of all work and remain undisturbed.
- 2.4 Demolition: the selected Vendor shall remove all existing play equipment, plastic curbing, benches, and wood/rubber fiber surfacing in the playground area except for any small items salvaged by City. Dispose of all debris properly.
- 2.5 Curbing: the selected Vendor shall provide and install vertical concrete curbing around new playground area per Detail 1 as needed. Curbs shall be 6" wide x 18" deep.
- 2.6 Surfacing: The City requires poured-in-place (PIP) resilient surfacing of EPDM rubber with aromatic polyurethane binder (or approved equivalent) installed on a compacted aggregate base per manufacturer's directions. Depth of surfacing shall be based on design specifications of installed equipment. Color shall be a 70/30 blend with black, color to be determined by City. Dimensions of curbed area and PIP rubber shall be per equipment manufacturer's specifications and PIP Detail 1.
- 2.7 Trees: Tree pruning, removal or transplant as needed will be by Owner.
- 2.8 Sign: the selected Vendor shall provide one or more playground safety signs that include age appropriate warnings. Vendor shall install sign(s) on concrete foundation (surface mount style) outside safety surfacing, or via direct bury style if within safety surfacing. Foundation shall be 20" deep, with finish to match nearest existing concrete.
- 2.9 Benches & Furnishings: the selected Vendor shall remove existing benches that are in disrepair near the playgrounds. Replacement benches will be determined prior to finalizing a Scope of Work.
- 2.10 Walkway: the concrete sidewalks may need be removed and replaced. The need for replacement or additional walks will be determined prior to finalizing a Scope of Work. Slope of all walks shall not exceed 1:25.
- 2.11 Other concrete pads: the selected Vendor shall install one (1) additional concrete pad for a trash can. Pads shall be rectangular in shape: 88" x 52" x 4". Final locations and shapes to be determined by the City following evaluation of statements of qualifications and award of contract. Finish to match nearest existing concrete surface. Trash cans by others.

2.12 Installation: the selected Vendor shall be responsible for all installation and associated site work. All equipment shall be installed to conform to manufacturer's guidelines. Site damage caused by installation shall be repaired to the City's satisfaction upon completion of work. Concrete curbs shall be installed as per Detail #1. All concrete installed for this project shall be minimum 4,000 psi, treated with curing compound, and protected from vandalism until fully cured. Control joints shall be saw cut; expansion joints shall be included as needed per design. Vendor shall cut and fill as needed to create level grades and gradual transitions to lawn. Excess soil shall be disposed of offsite by Vendor. Vendor shall secure site and all equipment from use by protective fencing until playground is ready for public use.

2.13 Schedule: The selected Vendor shall prepare and maintain a project schedule. Installation and site restoration dates will be negotiated along with Scope and Fee for the work. Key project dates are as follows:

Statement of Qualifications Due.....	July 9, 2021
City Manager Approval of Selected Vendor.....	July 16, 2021
Equipment Ordered.....	TBD
Construction Complete	TBD

3. Submittal Requirements

3.1 Statement of Qualifications will be received by the City until **3:00 PM E.S.T. on July 9, 2021.**

Submit Statement of Qualifications Package to:

City of New Albany

99 West Main Street

PO Box 188

New Albany, OH 43054

Attention: Adrienne Joly

Director of Administrative Services

Please be advised that failure to comply with the following criteria will be grounds for disqualification:

3.1.1 Receipt of submittal by the specified date and time

3.1.2 Three hard copies and one electronic PDF of the Statement of Qualifications submitted as specified

3.1.3 Adherence to maximum page limits (this includes the proposal and cover letter)

- 3.1.4 Deposit of submittal in correct location (the City is not responsible for responses that are not received to Village Hall at 99 West Main Street)
- 3.1.5 Prohibition against contact or communication with any elected official, representative, or employee of the City of New Albany regarding this solicitation or the type of work contemplated therein, unless otherwise provided for within subsequent instructions.

Submittals are not returnable and will become the property of the City of New Albany. Please be advised that once submitted, they become “public record” and are available to all for inspection and copying, upon request.

- 3.2 Statement of Qualifications Format (only the following format will be accepted):
 - 3.2.1 Submit statement of qualifications in a sealed envelope. The firm name and project title shall be displayed on the front of the envelope. Three copies and one electronic PDF copy shall be provided.
 - 3.2.2 Required contract terms are provided in the RFQ. Any contract terms the proposer disagrees with shall be noted clearly in submittal.
 - 3.2.3 Do not submit a fee proposal.
 - 3.2.4 Consultant shall limit the proposal to no more than ten (10) total pages. The 10 pages does not include a statement of qualifications cover, table of contents, sections dividers, or copies of CPSI certification. A ‘page’ is one side of a sheet of paper with text, graphics, etc. If both sides of a sheet of paper have text, that is two pages.
 - 3.2.5 The proposal shall be accompanied by a one-page cover letter that shall be bound with the proposal as the first page inside of the front cover.
 - 3.2.6 All pages shall be 8-1/2” by 11”, with 1-inch margins (headers and footers may encroach with the margins).
 - 3.2.7 The minimum font size shall be 11 point, Times New Roman or Arial.
- 3.3 The City is not liable for any costs associated with the preparation of the Statement of Qualifications or any other costs incurred by the Vendor prior to the execution of the contract. The rejection of any Statement of Qualifications in whole or in part, at the City’s discretion, will not render the City liable for incurring any costs or damage.
- 3.4 Questions shall be submitted in writing and will be answered to all participants. Questions shall be submitted to Adrienne Joly via email to ajoly@newalbanyohio.org. Interested participants shall notify Adrienne Joly of their interest in receiving questions and responses. All questions must be submitted by Tuesday, July 6th at 3:00 pm E.S.T. unless it is determined in the best interest of the City to extend this deadline.

4. Evaluation Criteria

- 4.1 Project Team (based on training, experience, and availability of the individuals assigned to the project) (20 points)

- 4.2 Past Performance (past performance on similar projects based on quality of work, ability to meet deadlines, previous communication history, and ability to maintain the project budget) (30 points)
- 4.3 Understanding of the Project / Project Approach (understanding of scope, site observations, description of experience with similar projects, and ability to maintain the project budget) (35 points)
- 4.4 Quality of the proposal in terms of research, accuracy, graphics, and following instructions (15 points)

5. Selection Process

- 5.1 The Vendor ranked highest in the SOQ will be deemed the most-qualified and will be selected to negotiate Scope, Timeline and Fee for the work.

6. Attachments

- 6.2 Exhibit A – Location Map
- 6.3 Exhibit B Conceptual Site Plan – Planter's Grove
- 6.4 Exhibit C Conceptual Site Plan – Lambton park
- 6.5 Exhibit D Conceptual Site Plan – North of Woods
- 6.6 Required Contract Terms

Exhibit A - Location Map

North of Woods

Dublin-Granville Road

US-62

Lambton Park

Planters Grove

Morse Road

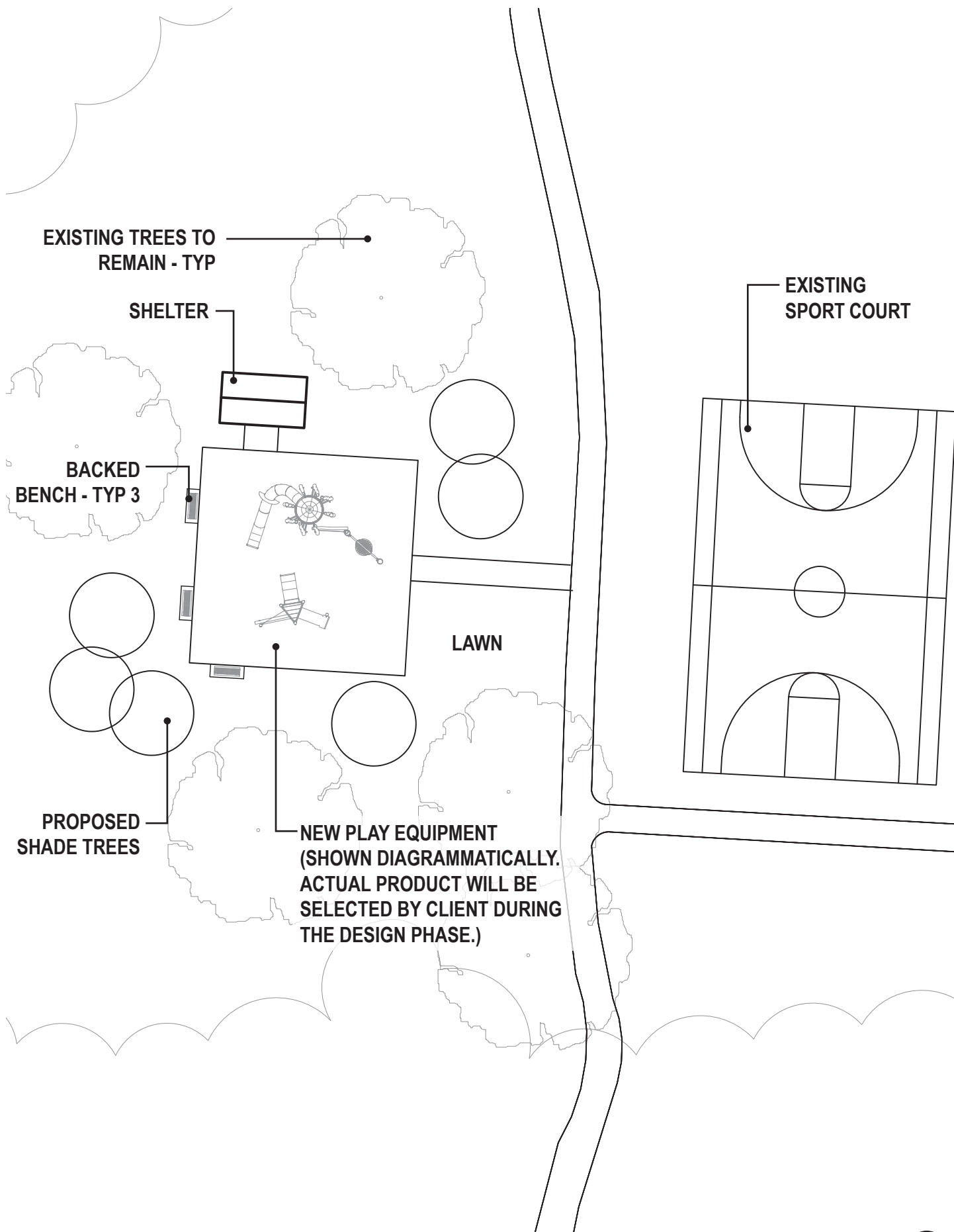


EXHIBIT B: PLANTER'S GROVE SITE DIAGRAM

SCALE 1" = 30'-0"



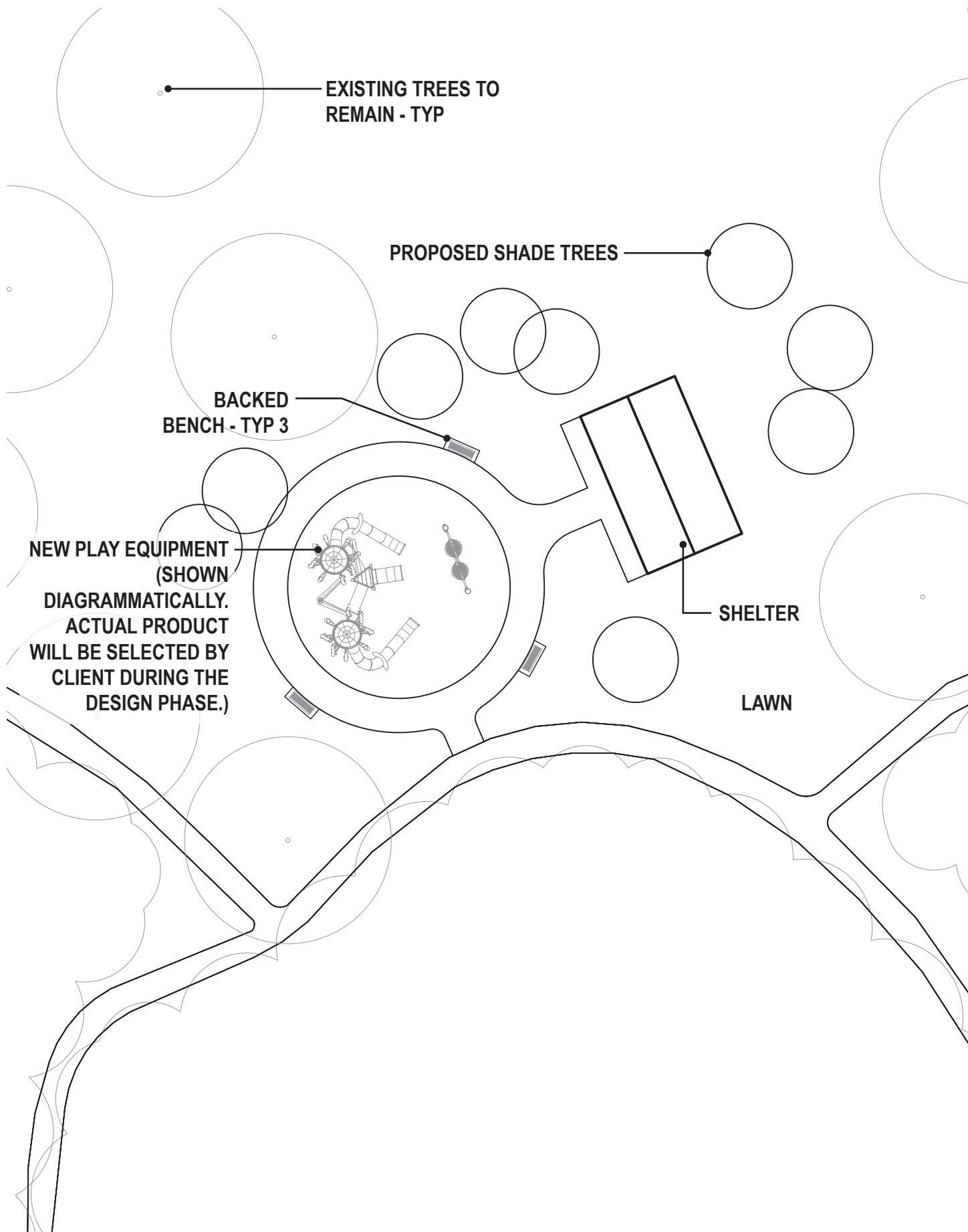


EXHIBIT C: LAMBTON PARK SITE PLAN

SCALE 1" = 30'-0"



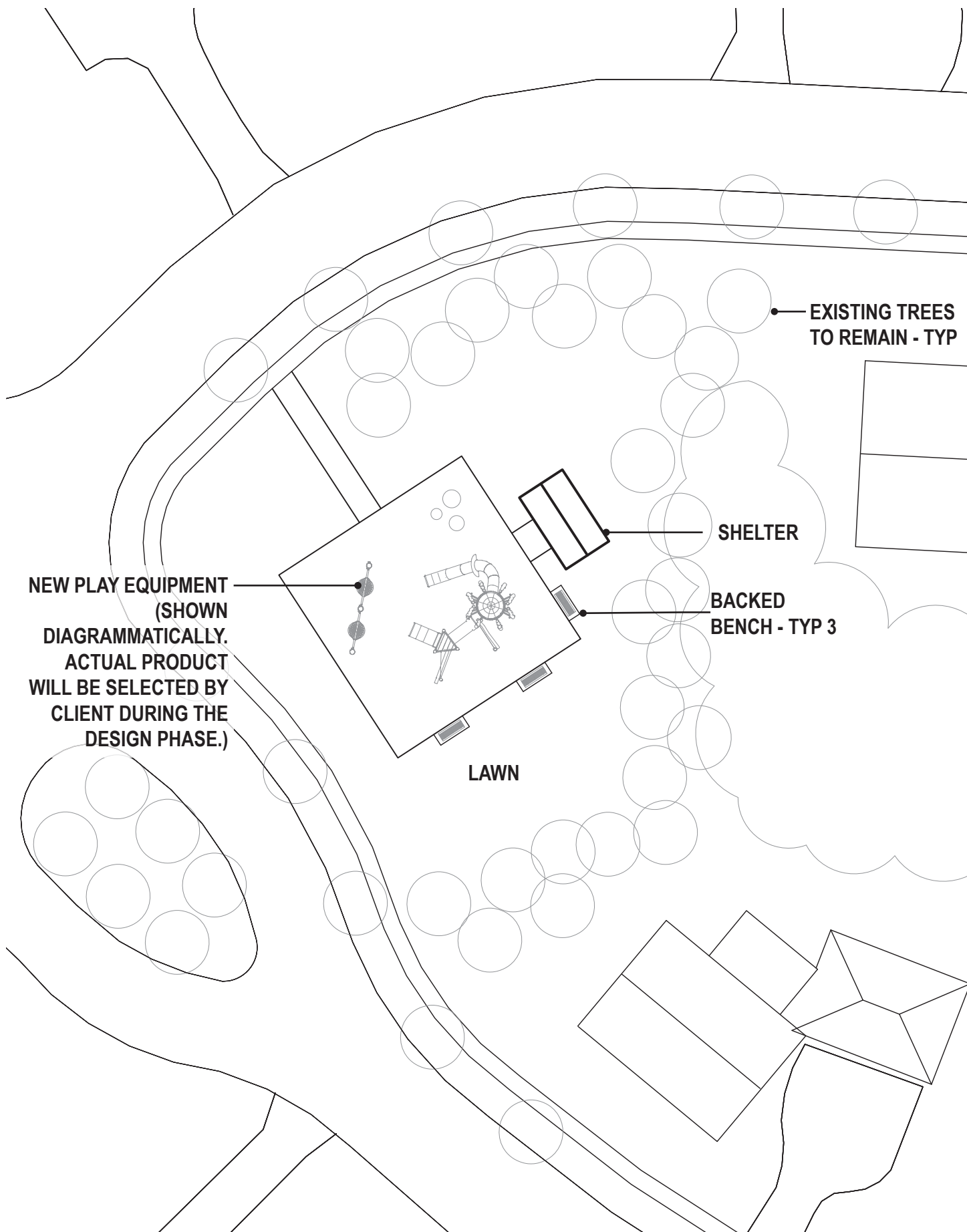



EXHIBIT D: NORTH OF WOODS SITE PLAN

SCALE 1" = 30'-0" 

Required Contract Terms

The following terms are required to be part of any contract between the City and a successful proposer. By submitting a proposal for the City's consideration, proposer acknowledges and agrees that the following terms shall be part of any contract with the City.

Applicable Laws and Venue

This contract shall be governed by the laws of the State of Ohio. The Revised Code of the State of Ohio, the Charter of the City of New Albany, and all City Ordinances and administrative rules shall be made part of this contract insofar as they apply to the laws of competitive bidding, procurement, contracts, and purchasing.

Any legal action seeking to enforce this contract or that otherwise arises from this contract shall be brought only in a court of competent jurisdiction in Franklin County, Ohio. The U.S District Court for the Southern District of Ohio shall be the exclusive venue for any such action brought in federal court.

Indemnification by Proposer

To the fullest extent allowed by law, the Proposer shall indemnify and hold harmless the City, its employees and agents, from any liability for claims, damages, losses and expenses, including reasonable attorney fees, resulting from the negligent performance of the contract, or any negligent act or omission, by Proposer, its employees, agents, subcontractors or assigns. Proposer's obligation to indemnify under this section shall not be construed to negate, abridge, or reduce other rights of indemnity or contribution to which the City, its agents or employees are legally entitled.

No Indemnification by City

The City does not agree to indemnify or hold harmless the Proposer, its employees and agents, from any liability for claims, damages, losses and expenses, including reasonable attorney fees, resulting from or arising under the contract.

Insurance

The Proposer shall not commence work under this contract until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the City nor shall the Proposer allow any subcontractors to commence work on this subcontract until all similar insurance required for coverage of the subcontractor has been so obtained and approved.

The Proposer shall take out and maintain during the life of this contract, Workers' Compensation Insurance for all of his/her employees employed on the project, and in case any work is sublet, the Proposer shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Proposer. If the Proposer already maintains Worker's Compensation Insurance, Proposer shall submit proof of such coverage to the City with Proposer's submission and thereafter upon request. Proposer shall maintain such insurance throughout the life of any contract with the City.

Municipal Income Tax

Successful proposer shall withhold all City income taxes due or payable under the provisions of the Income Tax ordinance for wages, salaries, and commissions paid to its employees pursuant to Chapter 181 of the

Codified Ordinances of the City of New Albany, Ohio. The successful proposer shall require its subcontractors to withhold any such City income taxes due for services performed under this Contract. The successful proposer will be required to sign a tax affidavit as required under section 5719.042 of the Ohio Revised Code. No payment shall be made under this contract unless such affidavit has been executed and provided to the City. Proposer will be required to sign a tax affidavit as required under section 5719.042 of the Ohio Revised Code.

Force Majeure

For the purpose hereof, force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein not within the reasonable control of the party affected. A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The party who is prevented from performing by force majeure (i) shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.

Termination of Contract for Cause

If, through any cause, the Proposer shall fail to fulfill in a timely manner and proper manner its obligations or if the Proposer shall violate any of the covenants, agreements or stipulations of the contract, the City shall thereupon have the right to terminate the contract by giving written notice to the Proposer of such termination and specifying the effective date of termination. The notice may be mailed, hand-delivered, or sent electronically. In that event, and as of the time notice is given by the City, all finished or unfinished services, reports or other materials prepared by the Proposer shall, at the option of the City, become its property, and the Proposer shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the Proposer shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the contract by the Proposer and the City may withhold any payments to the Proposer for the purpose of set off until such time as the exact amount of damages due the City from the Provider is determined.

Termination of Contract for Convenience

The City may terminate the contract at any time by giving written notice to the Proposer of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. The notice may be mailed, hand-delivered, or sent electronically. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the successful Proposer under the contract shall, at the option of the City, become its property. If the contract is terminated due to the fault of the successful Proposer, termination of contract for cause relative to termination shall apply. If the contract is terminated by the City as provided herein, the successful Supplier will be paid an amount as of the time notice is given by the City which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Proposer covered by the contract, less payments of compensation previously made.

Proposal and Contract Information is Public

The Proposer acknowledges that all documents submitted with any proposal may become public documents and shall be subject to Ohio Revised Code Section 149.43, which is otherwise known as the "Ohio Public

Records Law". By submitting any document to the City of New Albany in connection with a Proposal or Contract, the Proposer waives any claim against the City of New Albany and any of its officers and employees relating to the release of any document or information submitted. Furthermore, proposer agrees and acknowledges that any contract entered with the City, including any attachment or document incorporated by reference, is a public record subject to release pursuant to Ohio Revised Code Section 149.43. Proposer agrees to, and shall, hold harmless the City of New Albany and any of its officers and employees, from any claim whatsoever arising from or related to the release of any document or information made available to the City of New Albany in connection with the proposal or contract with the City.

Cyber and Telecommunications Systems Protections

Successful proposer shall have a plan and adequate resources to address telecommunications and computer systems breach, and shall maintain intrusion detection services and procedures and/or data breaching systems to detect and address "hacking" and "phishing operations" into successful proposer's telecommunications system, that includes services and systems to detect any unauthorized access to or unauthorized activity on the successful proposer's telecommunications system, networks, computer systems, and network devices associated with the use of and access to the City's management systems, databases, and City information and data. Successful proposer will ensure that all intrusion detection measures and data breach systems are maintained and functional on a regular basis. Intrusion detection services and data breach systems shall include, at minimum, network-based intrusion detection and active monitoring of appropriate computer system access logs. Successful proposer shall notify the City, as soon as reasonably possible, of its detection of any potential or suspected intrusions that may affect the City with regard to disbursement of payments or access to City systems, networks, data, or information. Failure by successful proposer to provide this notification shall be a breach under the contract. Successful proposer shall be liable for all costs and damages to the City related to or arising from the breach of successful proposer's telecommunications systems, networks, or computer systems. Successful proposer shall provide the City a historical record of prior breaches of security or intrusions, including all prior incidents of "hacking," that have previously been detected in the successful proposer's system.

Equal Opportunity

Successful proposer agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The successful proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

Incorporation of RFP; Conflict

The terms and conditions of the RFP shall be incorporated and made part of the contract between the City and the successful Proposer. In case of any conflict between the term and conditions of the RFP and the Proposal, the RFP shall prevail unless otherwise agreed upon in writing by the City. The City reserves the right to incorporate terms and conditions contained in the Proposal provided it is not in conflict with the RFP.

Proposal of Additional Contract Terms

The Proposal should include any proposed contractual terms that the Proposer intends to request the City to include in the contract. Such terms and conditions shall not conflict with the required contract terms in this Section. If the proposed contractual terms conflict with the required contract terms, the City may reject the Proposal. The City reserves the right, but not the obligation, to negotiate additional terms with the Successful Proposer. **The Proposer shall provide on the front page of the proposal and titled as**

“Conflict with Required Contract Terms” all terms and conditions of the Proposal that conflict with the required contract terms.

Acknowledgement:

The undersigned hereby acknowledges that:

- The undersigned has read and understands the terms and conditions of the RFP, including the required contract terms.
- The undersigned has the lawful authority to sign this document on behalf of the Proposer.
- If the Proposal is selected, the undersigned’s signature incorporates the required contract terms into the final contract and shall supersede any subsequent contract terms provided by the Proposer, unless otherwise agreed to by the City.

Signature: _____

Print Name: _____

Date: _____