



September 14, 2021

Subject: Invitation to Bid, Request For Proposal (RFP)# RE-2021-01: Shamrock Park Playground Renovation

Ladies and Gentlemen,

The Town of Tyrone, Georgia is seeking bids from qualified vendors/contractors for the design and installation of a new playground (play system, fencing, and safety surface) in Shamrock Park (947 Senoia Road, Tyrone, GA 30290).

A representative from any firm wishing to bid on this project MUST send an email to Brandon Perkins, Town Manager at bperkins@tyrone.org announcing their intent to bid. Use “Intent to bid on RFP RE-2021-01” as the subject line.

An **optional** pre-bid conference will take place at 10:00 a.m. on September 28, 2021 at Town Hall, 950 Senoia Road. This will allow prospective bidders to learn more about the project, see the install site, and ask questions.

Other questions concerning this invitation to bid should be addressed to Brandon Perkins, Town Manager in writing via email to bperkins@tyrone.org. Questions will be accepted until 2:00 pm on October 11, 2021.

Please return your **Sealed Bid Response** to:

Town of Tyrone
Attn: Brandon Perkins
950 Senoia Road
Suite A
Tyrone, GA 30290

Bid Number : RE-2021-01
Bid Name: Shamrock Park Playground

Your response must be sealed and show your company’s name and address.

Incorporated 1911



Bids will be received at the address above until 2:00 pm on October 19, 2021. Bids will be opened at that time.

Bids must be signed to be considered. Late bids and faxed or emailed bids cannot be considered.

Please be sure to monitor the Town's website at <http://tyrone.org/links/bid-items/> for any addenda that might be issued for this solicitation prior to submitting your bid. The Town cannot be responsible for missed addenda.

Respectfully,

A handwritten signature in black ink, appearing to read "Brandon Perkins".

Brandon Perkins
Town Manager

Incorporated 1911

ADDITIONAL TERMS AND CONDITIONS
Invitation to Bid: RFP# RE-2021-01
Shamrock Park Playground

1. **Definitions:** The term "contractor" as used herein and elsewhere in these specifications shall be used synonymously with the term "successful bidder." The term "Town" shall mean Town of Tyrone, Georgia.
2. **Bid is Offer to Contract:** Each bid constitutes an offer to become legally bound to a contract with the Town, incorporating the invitation to bid and the bidder's bid. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the invitation to bid, except to the extent that a bidder takes written exception to such provisions. All such terms, conditions, special conditions, specifications, and requirements will form the basis of the contract. The bidder should take care to answer all questions and provide all requested information, and to note any exceptions in the bid submission. Failure to observe any of the instructions or conditions in this invitation to bid may result in rejection of the bid.
3. **Binding Offer:** Each bid shall constitute a firm offer that is binding for ninety (90) days from the date of the bid opening, unless the bidder takes exception to this provision in writing.
4. **Bidder's Questions:** The Town Manager must receive questions about this invitation to bid in writing at least six (6) days before the scheduled bid opening, excluding Saturdays, Sundays, and holidays. The Town will post answers to questions and/or other information concerning the invitation to bid in the form of an addendum on the Town's website at <http://tyrone.org/links/bid-items/>. It is the responsibility of the prospective bidder to check the website for any addenda issued for this invitation to bid.
5. **References:** Include with your bid a list of four (4) jobs that your company has done that are of the same or similar nature to the work described in this invitation to bid, on the form provided. Include all information as requested on the form.
6. **Bid Submission:** Submit your bid, along with any addenda issued by the Town, in a sealed opaque envelope with the following information written on the outside of the envelope:
 - a. The bidder's company name,
 - b. The bid number, which is RE-2021-01, and
 - c. The "reference" which identifies the bid, which is "Shamrock Park Playground".

Mail or deliver one (1) unbound original bid (paperclip or binder clip acceptable, no staples), signed in ink by a company official authorized to make a legal and binding offer, to:

Town of Tyrone
Attn: Brandon Perkins
950 Senoia Road
Suite A
Tyrone, GA 30290

You may submit bids in person, by U.S. mail, or by a commercial carrier. Do not submit bids by facsimile, e-mail, or other electronic means. Once submitted, all bids become the property of Tyrone.

7. **Bid Preparation Costs:** The bidder shall bear all costs associated with preparing the bid.
8. **Late Bids:** Bids not received by the time and date of the scheduled bid opening will not be considered, unless the delay is a result of action or inaction by the Town.
9. **More than One Bid:** Do not submit alternate bids or options, unless requested or authorized by the Town in the Invitation to Bid. If a responder submits more than one bid without being requested or authorized to do so, the Town may disqualify the bids from that responder, at the Town's option.
10. **Bid Corrections or Withdrawals:** The bidder may correct a mistake, or withdraw a bid, before the bid opening by sending written notification to the Town Manager. Bids may be withdrawn after the bid opening only with written authorization from the Town Manager.
11. **Defects or Irregularities in Bids:** The Town reserves the right to waive any defect or irregularity in any bid received. In case of an error in extension of prices or totals in the bid, the unit prices shall govern.
12. **Prices Held Firm:** Prices quoted shall be firm for the period of the contract, unless otherwise specified in the bid. All prices for commodities, supplies, equipment, or other products shall be quoted FOB Destination, Town or job site.
13. **Brand Name:** If items in this invitation for bid have been identified, described or referenced by a brand name or trade name description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that may be offered. Alternative products may be considered for award if clearly identified in the bid. Items offered must meet required specifications and must be of a quality which will adequately serve the use and purpose for which intended.
14. **Bidder Substitutions:** Bidders offering substitutions or deviations from specifications stated in the invitation to bid, shall list such substitutions or deviations on the "Exceptions to Specifications" sheet provided, or on a separate sheet to be submitted with the bid. The absence of such list shall indicate that the bidder has taken no exception to the specifications. The evaluation of bids and the determination as to equality and acceptability of products or services offered shall be the responsibility of the Town.

15. **Samples:** When the Town requires samples as part of the bid and vendor selection process, bidders must provide requested samples within the time allotted, and at no cost to the Town unless otherwise specified. Any goods provided under contract shall conform to the sample submitted. The Town will return samples only at the bidder's request, and at the bidder's expense, if they are not destroyed by testing.
16. **Non-Collusion:** By responding to this invitation to bid, the bidder represents that the bid is not made in connection with any competing bidder, supplier, or service provider submitting a separate response to this invitation to bid, and is in all respects fair and without collusion or fraud.
17. **Bid Evaluation:** Award will be made to the lowest responsive, responsible bidder, taking into consideration payment terms, vendor qualifications and experience, quality, references, any exceptions listed, and/or other factors deemed relevant in making the award. The Town may make such investigation as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the Town all information and data for this purpose as the Town may request. The Town reserves the right to reject any bid item, any bid, or all bids, and to re-advertise for bids.
18. **Contract Award:** The contract will be awarded by base bid plus selected alternates. The award will be made in the best interest of the Town.
19. **Discounts:** Cash discounts offered will be a consideration in awarding the bid, but only if they give the Town at least 15 days from receipt of invoice to pay. For taking discounts, time will be computed from the date of acceptance at destination or the date a correct invoice is received, whichever is the later date. Payment is deemed made, for the purpose of earning the discount, on the date of the check. For payment of full invoice price, minimum terms of net 30 are preferred.
20. **Trade Secrets - Confidentiality:** If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See O.C.G.A. § 50-18-72 (A)(34).
21. **Trade Secrets - Internal Use:** In submitting a bid, the bidder agrees that the Town may reveal any trade secret materials contained in the bid to all Town staff and officials involved in the selection process, and to any outside consultant or other third parties who may assist in the selection process. The bidder agrees to hold harmless the Town and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the bidder has designated as a trade secret.

22. **Ethics - Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Town Council or the Town Manager, or before the Town renews, extends, or otherwise modifies a contract after it has been awarded, the contractor must disclose certain relationships with any Town Elected Official or Town Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest the business.

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

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

23. **Contract Execution & Notice to Proceed:** After the Town Council makes an award, all required documents are received by the Town, and the contract is fully executed with signature of both parties, the Town will issue a written Notice to Proceed. The Town shall not be liable for payment of any work done or any costs incurred by any bidder prior to the Town issuing the Notice to Proceed.

24. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the Town under the contract.

25. **Insurance:** The successful bidder shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits as follows:

- a. General Liability Insurance: \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
- b. Automobile Liability Insurance: \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
- c. Worker's Compensation & Employer's Liability Insurance: Workers Compensation as required by Georgia statute.
- d. Builder's "All Risk" Insurance: In the event the contractor is performing construction services under the contract, contractor shall procure and maintain "all-risk" builder's insurance, providing coverage for the work performed under the contract, and the materials, equipment or other items incorporated therein,

while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy limit shall be at least 100% of the value of the contract, including any additional costs which are normally insured under such policy.

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

Town of Tyrone
950 Senoia Road
Suite A
Tyrone, GA 30290

26. **Bid Bond:** You must include a bid bond with your bid, equal to five percent (5%) of the total amount bid. Bid bonds shall be provided by a surety which appears on Georgia's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties (Circular 570).
27. **Performance and Payment Bonds:** Prior to execution of a contract, the successful bidder shall submit performance and payment bonds each equal to 100% of the contract value, provided by a surety which appears on Georgia's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties (Circular 570).
28. **Unauthorized Performance:** The Town will not compensate the contractor for work performed unless the work is authorized under the contract, as initially executed or as amended.
29. **Delivery Failures:** If the contractor fails to deliver contracted goods or services within the time specified in the contract or fails to replace rejected items in a timely manner, the Town shall have authority to make open-market purchases of comparable goods or services. The Town shall have the right to invoice the contractor for any excess expenses incurred or deduct such amount from monies owed the contractor. Such purchases shall be deducted from contracted quantities.
31. **Inspection and Acceptance of Deliveries:** The Town reserves the right to inspect all goods and products delivered. The Town will decide whether to accept or reject items delivered. The inspection shall be conclusive except with respect to latent defects, fraud, or such gross mistakes as shall amount to fraud. Final inspection resulting in acceptance or rejection of the products will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by the Town to claim reimbursement or damages for such products which are later found to be in non-conformance with specifications. Should

public necessity demand it, the Town reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Town Manager.

32. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.

**Town of Tyrone, Georgia
Checklist of Required Documents**

**PLEASE RETURN THIS CHECKLIST AND THE REQUIRED DOCUMENTS IN THE
ORDER LISTED BELOW.**

RFP # RE-2021-01: SHAMROCK PARK PLAYGROUND

- Company Information – on the provided form _____
- Contractor Affidavit under OCGA 13-10-91(b)(1) _____
- Bid Bond, if required _____
- Contractor’s Experience Form _____
- Base Bid Summary Sheets _____
- Bid Summary Form _____
- Bid Form _____
- Alternate Form _____
- List of exceptions, if any – on the form provided _____
- Contractor’s Proposed Contract _____
- Addenda Acknowledgement Form _____

COMPANY NAME: _____

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Town of Tyrone, Georgia

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 2021 in (city) _____, (state) _____.

Signature of Authorized Officer or Agent

Print Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 2021

NOTARY PUBLIC

My Commission Expires: _____

RFP# RE-2021-01: SHAMROCK PARK PLAYGROUND

CONTRACTOR EXPERIENCE FORM

THIS IS TO CERTIFY pursuant to Town of Tyrone, Georgia RFP# RE-2021-01 that _____ has proficiency in the service(s) requested. This may be demonstrated by reference to the successful performance of similar work on the following four projects:

Projects 1, 2, 3 & 4 – Completed within the past five years and of similar scope and complexity to RFP# RE-2021-01. Include one photo of each of the 4 projects along with final construction costs and construction time.

1. Name/Type of Project _____

Description:

Owner: _____

Total Contract Amount: _____

Date of Completion: _____

Contact Name & Title: _____

Phone Number: _____

Email: _____

2. Name/Type of Project _____

Description:

Owner: _____

Total Contract Amount: _____

Date of Completion: _____

Contact Name & Title: _____

Phone Number: _____

Email: _____

3. Name/Type of Project _____

Description:

Owner: _____

Total Contract Amount: _____

Date of Completion: _____

Contact Name & Title: _____

Phone Number: _____

Email: _____

4. Name/Type of Project _____

Description:

Owner: _____

Total Contract Amount: _____

Date of Completion: _____

Contact Name & Title: _____

Phone Number: _____

Email: _____

Owner/President/CEO Certification

I certify the above information is true and accurate and is provided to satisfy minimum bidding requirements with respect to Contractor experience for RFP# RE-2021-01.

This _____ day of _____, 2021.

Name of Company: _____

By: _____

Title: _____

RFP# RE-2021-01: SHAMROCK PARK PLAYGROUND

COMPANY INFORMATION

Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

AUTHORIZED REPRESENTATIVE

Printed Name: _____

Signature: _____

Title: _____

Email: _____

Phone Number: _____

PROJECT CONTACT PERSON

Printed Name: _____

Title: _____

Email: _____

Phone Number: _____

RFP# RE-2021-01: SHAMROCK PARK PLAYGROUND

SCOPE OF WORK

I. Introduction

This Request for Proposal (RFP) is issued by the Town of Tyrone, Georgia (hereinafter referred to as the “Town”) for the purpose of establishing a contract with a qualified vendor for the design and installation of a new playground structure for Shamrock Park (hereinafter referred to as the “Park”), which is located in the heart of our Downtown area at 947 Senoia Road.

Shamrock Park, containing a lake, walking trail, tennis courts, a basketball court, and a “great lawn” that is used for Town events and recreational activities, is a popular year-round destination for our citizens. The Park also contains a (approximately) 5,000 sq. ft. playground area that contains dated swings and small play structures that are also dated, in various states of disrepair, and past their service life. This equipment will be removed by the Town and the new structure(s) that results from this RFP will be erected, by the successful bidder or their contractor, on the existing site.

The Town has received requests from citizens over the last several years to make improvements to this playground and is now ready to fulfill those requests in the form of a brand-new fenced-in play structure with a safety surface.

II. Design

The successful bidder shall design, or cause to be designed, a new play structure that offers multiple activities (climbing, slides, tunnels, swings, etc.) and will safely accommodate multiple children at any given time. All play equipment must meet the current ASTM, CPSC, ADAAG, and IPEMA guidelines. Third-party certification (i.e. IPEMA) shall be submitted with bid.

The Town desires to seek public input prior to selection of the final product. Consequently, the successful bidder will need to submit a minimum of two (2) play set options to choose from.

III. Construction

A. Site Preparation

The successful bidder will be responsible for site preparation to include any necessary tree and root removal, grading, and drainage. During construction, the vendor/contractor shall ensure that erosion and sediment control measures are installed and maintained.

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The successful bidder will be responsible for site preparation to include any necessary tree and root removal, grading, and drainage. During construction, the vendor/contractor shall ensure that erosion and sediment control measures are installed and maintained.

C. Utilities

The successful bidder is responsible for ensuring that all utilities (if any) are located prior to construction and for protecting any utilities during construction.

D. Work Hours

Construction may take place Monday – Saturday between the hours of 8am and 5pm.

E. ADA Path Connection

The final product shall have an ADA compliant connection to the existing parking lot or multi-use path. The path shall be constructed of asphalt to match existing surfaces.

F. Staging

The Town will work with the successful bidder to provide a safe location(s) to stage construction equipment and materials.

IV. Surface

The Town is open to all industry-standard safety surfaces, including wood fiber, but prefers turf or rubber. Transition from the available paved multi-use path to the play surface must be ADA compliant.

V. Budget

The Town has established a budget of \$150,000 for this project including any contingencies. All bidders shall include in their bid response an itemized list of costs to include design, construction, and contingency, etc.

ATTACHMENT #1 – SITE OVERVIEW
Invitation to Bid: RFP# RE-2021-01
Shamrock Park Playground

