



Request for Proposal (RFP)# 21-23
for
Playground for McCoy Park
Issue Date: November 30, 2020
Proposal Due Date and Hour: December 10, 2020 3:00
p.m.

Montgomery County Purchasing Department
755 Roanoke Street, Suite 2C
Christiansburg, VA 24073-3179

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Playground for McCoy Park

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COUNTY OF MONTGOMERY, VIRGINIA
RFP # 21-23

ISSUE DATE: NOVEMBER 30, 2020

Playground for McCoy Park
(TO BE COMPLETED AND RETURNED)
GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Heather M. Hall, C.P.M., Procurement Manager, Phone: (540) 382-5784; faxed to (540) 382-5783, or e-mail: hallhm@montgomerycountyva.gov

DUE DATE: Sealed Proposals will be received until **December 10, 2020**, up to and including **3:00PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: Proposals should be mailed or hand delivered to: **Montgomery County Purchasing Department, 755 Roanoke Street, Suite 2C, Christiansburg, Virginia 24073-3179**. Reference the Due Date and Hour, and RFP number in the lower left corner of the return envelope or package.

COMPANY INFORMATION/SIGNATURE: In compliance with this Request For Proposal and to all conditions imposed herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services and goods in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

| | | | |
|--|------------|-------------------------------|---------------------------|
| Full Legal Name (print) | | Federal Taxpayer Number (ID#) | Contractor's Registration |
| Business Name / DBA Name / TA Name and Address | | Payment Address | Purchase Order Address |
| Contact Name/Title | | Signature (ink) | Date |
| Telephone Number | Fax Number | Toll Free Number | E-mail Address |

COUNTY OF MONTGOMERY

RFP# 21-23

Playground for McCoy Park

I PURPOSE: The intent and purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiation for a Playground at McCoy Park for the County of Montgomery, Virginia herein after referred to as “County.”

II BACKGROUND:

Montgomery County is located in the southwestern part of Virginia in the region known as the New River Valley. This region takes its name from the New River, the nation's oldest and the world's second oldest river, and includes the counties of Floyd, Giles, Montgomery, Pulaski, and the City of Radford. The County has a land area of 393 square miles and lies in the broad picturesque area between the Appalachian Plateau and the Blue Ridge Mountains. Topography varies from gently rolling to steep mountainous terrain, with elevations varying from 1,300 to 3,700 feet above sea level. The majority of the County is at an elevation of 2,000 feet.

Today the Towns of [Blacksburg](#) and [Christiansburg](#), the County seat, are the population centers of the County and are located approximately 35 miles southwest of the City of Roanoke. Blacksburg is home to [Virginia Polytechnic Institute and State University](#) (Virginia Tech). Founded in 1872 as a land-grant college, Virginia Tech is the largest university in Virginia and one of the country's leading research institutions. The County had a 2020 population of 100,839. (This includes two incorporated towns, Blacksburg and Christiansburg, with a combined population of approximately 67,365).

The County is governed by an elected seven member Board of Supervisors who appoints a County Administrator.

McCoy Park is located in the rural part of the County and there is a Fire and Rescue Station for the area directly in front of this ballfield and identified playground area. Please see the map and the County's GIS website for more detail.

III STATEMENT OF NEED:

The County needs the services of a Contractor that can provide the following:

- Playground configuration in the spot identified on the map.
- Engineered wood fiber and borders for the base.
- Give us three (3) Proposals to review of equipment for this space.
- We have \$130,000 for total turn key project. Install and equipment must be included in your price.
- Typical warranty and guaranteed workmanship expected.
- Appropriate drainage for interior footprint.
- Playground vendors/installers must have been licensed and in business for at least 5 years and have provided at least 10 similarly scaled playground installations within VA.

IV PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and two (2) copies of each proposal must be submitted to:

Heather M. Hall, C.P.M., Procurement Manager
Montgomery County Purchasing Department
755 Roanoke Street, Suite 2C
Christiansburg, VA 24073-3179

Identify on outside of envelope: **Sealed RFP # 21-23**

RFP Due date/Opening date and hour: **December 10, 2020, 3:00 P.M.**

The Offeror shall make no other distribution of the proposal.

2. Proposal Preparations:

- a. Proposal shall be signed by an authorized representative of the Offeror. All information requested should be submitted. The Procurement Manager will review all proposals to ensure required information is included. Failure to submit all information requested may result in a request to submit the missing information. Proposals which are substantially incomplete or lack key information may be rejected as incomplete. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals will be reviewed and evaluated by a Committee as designated by the County.
 - c. Proposal should be prepared simply and economically, providing a straight forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - d. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirements as it appears in the RFP. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342D of the Code of Virginia, in writing, either before or at the time the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
- B. SPECIFIC REQUIREMENTS:** Proposals should be as thorough and as detailed as possible so that the County may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal:
1. The return of the RFP general information form and addenda, if any, signed and completed as required.
 2. Three (3) Proposals of different configurations and products to best fit this space for the dollars that are allocated.
 3. Method and Plan for install, equipment and configuration to include project time projection.
 4. Qualifications and experience of your firm in providing such services to other public jurisdictions.
 5. Pricing for equipment and installation making this a true turn key solution.
 6. Warranty information.

V. EVALUATION AND AWARD OF CONTRACT:

A. Award of Contract: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for proposal. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Montgomery County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Montgomery County may cancel the Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 2.2-4359D, Code of Virginia.) Should Montgomery County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the contractor's proposal as negotiated. See Attachment B for sample contract form.

B. Evaluation Criteria: Proposals shall be evaluated by the County using the following criteria:

| <u>EVALUATION CRITERIA</u> | <u>WEIGHT</u> |
|---|---------------|
| 1. Method and plan for providing services | 30 |
| 2. Price and Fees | 40 |
| 3. Qualifications and experience | 30 |

VI RESERVATION OF RIGHTS: Montgomery County reserves the right to award in part or in whole, to one or more vendors, or to reject any or all proposals, whichever is deemed to be in its best interest.

VII CONTRACT ADMINISTRATION:

Mitchell Haugh, Parks and Recreation Director, or his designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance. The Contract Administrator, or his designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or his designee, shall not have the authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Montgomery County Purchasing Department through a written amendment to the contract.

VIII PAYMENT PROCEDURES: The County will authorize payment to the Contractor after receipt of Contractor's correct invoice for services rendered. Invoices shall be sent to:

Montgomery County Parks and Recreation
Attn: Lindsey Kingrey
755 Roanoke Street, Suite 1E
Christiansburg, VA 24073

**ATTACHMENT A
TERMS AND CONDITIONS**

GENERAL TERMS AND CONDITIONS

http://www.montgomerycountyyva.gov/filestorage/16277/16344/16633/16661/RFP_terms_and_conditions.pdf

SPECIAL TERMS AND CONDITIONS

1. **AS-BUILT DRAWINGS:** The Contractor shall provide Montgomery County a clean set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made during installation or construction. The Contractor shall also provide Montgomery County with maintenance manuals, parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to Montgomery County upon completion of the work and prior to final payment.
2. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Montgomery County, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Montgomery County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
4. **CANCELLATION OF CONTRACT:** Montgomery County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to the authorized owners representatives that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
6. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and addressed as follows:
Montgomery County
Purchasing Department
755 Roanoke Street, Suite 2C
Christiansburg, VA 24073-3179
Reference the opening date and hour, and RFP Number in the lower left corner of the envelope or package.
If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. No other correspondence or other proposals should be placed in the envelope. Proposals may be hand delivered to the Montgomery County Purchasing Department.
7. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of Montgomery County, but shall be an independent contractor.
Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Montgomery County, or to otherwise act on behalf of Montgomery County, except as Montgomery County may expressly authorize in writing.
8. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by Montgomery County.
9. **INSURANCE:**
By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
During the period of the contract, Montgomery County reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.
INSURANCE COVERAGES AND LIMITS REQUIRED:
 - A. Worker's Compensation - Statutory requirements and benefits.
 - B. Employers Liability - \$100,000.00
 - C. General Liability - \$500,000.00 combined single limit. Montgomery County and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
 - D. Automobile Liability - \$500,000.00The contractor agrees to be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.
10. **MINORITY BUSINESS, WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to

furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

11. **PERFORMANCE AND PAYMENT BONDS:** The successful Offeror shall deliver to the Montgomery County Purchasing Department executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the contract amount, with Montgomery County as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the Contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the Montgomery County Purchasing Department. Standard bond forms will be provided by the Montgomery County Purchasing Department prior to or at the time of award.
12. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
13. **SAFETY:** All contractors working in Montgomery County must maintain an adequate safety program to insure the safety of contractor employees, subcontractor employees, and all other individuals working under this contract. The Virginia Occupational Health Act (VOSHA) provides for safety and health protection for employees on the job. The contractor is required to comply with the VOSHA standards. In addition, the contractor must also provide Montgomery County with a written safety program that he intends to follow in pursuing work under this contract. In lieu of providing such a program, the contractor may elect to comply with the "Montgomery County Safety Guide for Contractors and Subcontractors" and advise Montgomery County in writing of his election to do so. No work under this contract will be permitted until Montgomery County is assured that the contractor has an adequate safety program in effect.
14. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Montgomery County. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Montgomery County the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.
15. **STANDARD OF CARE:** **In providing services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances as the same time and in the same or similar locality.**
16. **WARRANTY (COMMERCIAL):** The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to Montgomery County by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.
17. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

**ATTACHMENT B
COUNTY OF MONTGOMERY
STANDARD CONTRACT**

Contract Number:

This contract entered into this ___ day of, 201 __, by _____ hereinafter called the “Contractor” and the County of Montgomery, called the “County”.

WITNESSETH that the Contractor and the County, in consideration of mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide the services to the County as set forth in the Contract Documents.

CONTRACT PERIOD: The initial contract period is _____ through _____.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid in accordance with the Contract Documents.

CONTRACT DOCUMENTS: The Contract Documents shall consist of signed Contract, the statement of need, general terms and conditions, special terms and conditions, specifications, and other data contained in this Request For Proposal Number, dated _____, together with all written modifications thereof, the proposal submitted by the Contractor dated _____ and the Contractor’s letter dated _____, all of which contract documents are incorporated herein.

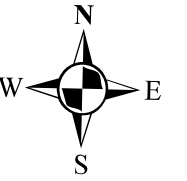
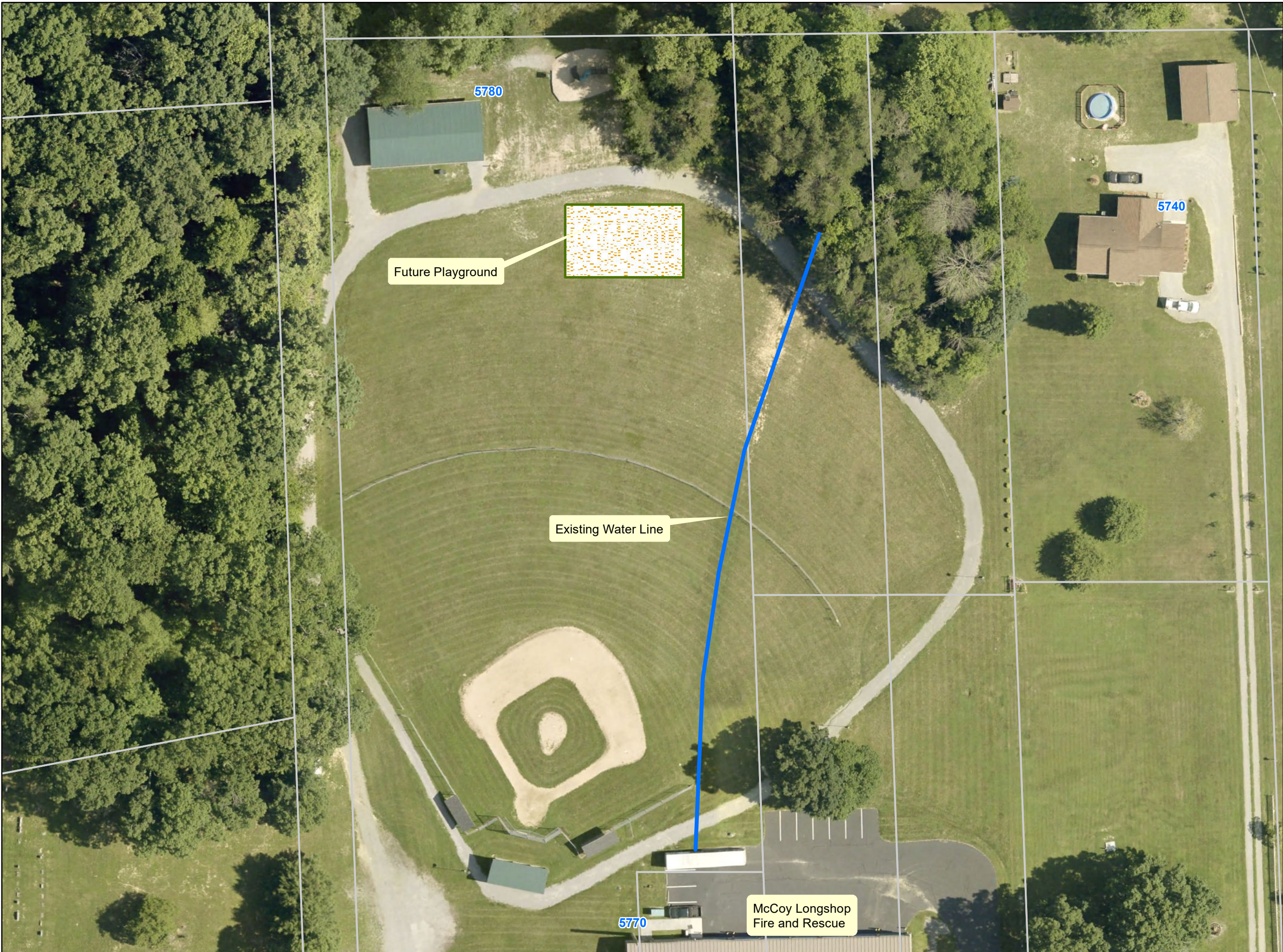
In **WITNESS WHEREOF**, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

COUNTY OF MONTGOMERY:



By: _____ By:

Title: _____ Title:



McCoy Park
5780 McCoy Road
Parcel ID - 070706

Legend

-  Corporate Line
-  Tax Parcels

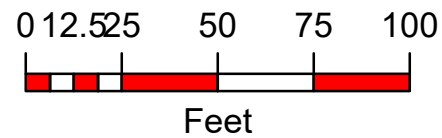
Montgomery County, Virginia
 DISCLAIMER

INFORMATION SHOWN ARE TO BE USED FOR REFERENCE PURPOSES ONLY AND THE MONTGOMERY COUNTY BOARD OF SUPERVISORS OR PLANNING & GIS SERVICES ARE NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED. NO RESPONSIBILITY IS ASSUMED FOR DAMAGES OR OTHER LIABILITIES DUE TO THE ACCURACY, AVAILABILITY, USE OR MISUSE OF THE INFORMATION HEREIN SHOWN.

THE INFORMATION SHOWN HEREON IS TO BE USED FOR REFERENCE PURPOSES ONLY AND IS NOT TO BE CONSTRUED OR USED AS A LEGAL OR OFFICIAL DETERMINATION OF OFFICIAL COUNTY, STATE, AND FEDERAL RECORDS. DATA IS BELIEVED TO BE ACCURATE, BUT IS NOT GUARANTEED.

IN NO EVENT SHALL MONTGOMERY COUNTY BE LIABLE FOR ANY DAMAGES THAT MIGHT ARISE FROM THE USE OF THE INFORMATION SHOWN.

EXACT LOCATION OF FLOOD ZONE TO BE CERTIFIED BY LICENSED SURVEYOR, ENGINEER, OR ARCHITECT.



Map Prepared by Montgomery County, Va
 Planning & GIS Services
 November 24, 2020