

REQUEST FOR PROPOSAL PLAYGROUND EQUIPMENT AND INSTALLATION

**Proposals are due on September 28, 2023,
by 2 PM at the Town Hall**

ISSUED BY:

**Town of New Castle
Town Hall
49 Main Street
PO Box 367
New Castle NH 03854**

Playground location:

**Great Island Common
301 Wentworth Rd
New Castle NH 03854**

REQUEST FOR PROPOSALS (RFP)

New Playground Equipment for Great Island Commons

Background

The Great Island Common is a town-owned and operated seasonal park on the New Hampshire coast. The park is a regional destination for weddings, parties, picnics, and school trips and the general public. The existing playground was installed in the 1990s and consists of a large playground structure (ages 5-12), a small playground structure (ages 2-5), three swing sets, a seesaw and other small play items.

Presently, the Town anticipates deconstructing the current playground this fall and installing the new equipment in the early spring prior to the park opening in May 2024. Ideally, the town would like to replace all items as one project, but budgetary constraints may necessitate a two-phased replacement plan.

Scope of Services

The Town of New Castle, herein referred to as the Town, is requesting proposals that include new playground equipment and installation.

The playground should accommodate the widest possible range of activities that will provide fun, promote physical fitness, and encourage social interaction. Among the play activities that should be considered are balancing, climbing, crawling, hanging, imagining, manipulating, pushing, pulling, riding, seesawing, sitting, sliding, swinging, and whirling.

The playground equipment can be made of metal, plastic, or a combination. Being on the coastline, corrosion-resistance is of particular importance for a long-lasting playground. The color and theme of the structure should closely match the aesthetics of the scenic park and not be seen as an eye-sore on the natural landscape. Proposals should also incorporate a variety of features on both structures as well as free-standing play equipment, with final design to be agreed upon by the Town.

The playground equipment should be in full compliance with both the American Society for Testing and Materials (ASTM) and Consumer Product Safety Commission (CPSC) guidelines. The equipment shall be accessible to the handicapped in accordance with State and Federal laws.

Installation Schedule

Request for Proposals are due September 28, 2023, by 2 PM at the Town Hall
The installation will be early spring to allow for grass to take hold prior to foot traffic and playground use by May 15, 2024.

General Information

Point of Contact

Contact Chris Robillard, Public Works Superintendent, for any questions related to the RFP.

Chris Robillard
PO Box 367
New Castle NH 03854
603-766-3613

Deadline for Receipt of Proposals

All replies and proposals in response to this RFP must be received in a sealed envelope and clearly marked as "PLAYGROUND EQUIPMENT" no later than September 28, 2023, by 2 PM at the address shown below:

**Town of New Castle Town Hall
49 Main Street
PO Box 367
New Castle NH 03854**

Revisions to the Request for Proposal

If it becomes necessary to revise any part of the RFP, the revisions will be circulated to all those who received the original document.

Limitations of Liability

The Town assumes no responsibility and no liability for costs incurred by proposers in responding to this RFP, or in responding to any further request for interviews, additional data, etc., prior to the issuance of a contract.

PROPOSAL ACCEPTANCE AND REJECTION:

The Town reserves the right at their sole discretion to accept any Proposal and reject any Proposal; to award the Proposal to other than the lowest priced proposal which the Town in their sole and absolute discretion determine will best serve the Town; and to accept the Proposal on one or more items of the proposal, on all items of the proposal or any combination of items of the proposal. The Town reserves the right to waive any informality in or reject any or all Proposals or any part of any Proposal. Any Proposal received after the time and date specified shall not be considered. The Town also reserves the right to negotiate with any individual Vendor making the proposal.

REQUEST FOR PROPOSALS (RFP) SHALL CONTAIN:

1. A description of the company, a statement of qualifications, experiences, and references.
2. Detailed descriptions of work, materials, and cost figures for the Scope of the Work (described in Section IV).
3. A description of all design, labor, materials, tools, and equipment necessary and required to complete all work for the construction of the proposed work.
4. Information concerning whether your company has been and/or is presently involved in any litigation, arbitration, or mediation? (If so, please explain.)
5. Two copies of the Proposal specification.

The specifications contained herein are being submitted to you for your guidance in submitting your Proposal. Should the Contractor find discrepancies in, or omissions from specifications enclosed, or are in doubt as to their meaning they will notify the Public Works Superintendent who will send written instructions to all Contractors. The Town will not be held responsible for any oral instructions. Contractors are free to suggest alternatives and quote prices for specifications provided alternatives are equal to or better than the Scope of Work described herein.

THE TOWN'S AWARDING OF THIS PROPOSAL IS CONDITIONED ON THE FOLLOWING:

1. Vendor making the proposals are responsible for all costs in preparing their Proposals. The Town will select one Contractor with whom it will make a good faith effort to negotiate an agreement. In the event such an agreement cannot be reached to the satisfaction of the Town, the Town reserves the right to terminate negotiations with no obligation to the apparently selected Contractor and to enter into any agreement with any other party of its choosing.
2. The competency, responsibility, experience, reputation, and financial standard of the vendor making the proposals will be considered in making the award. The Town

reserves the right at its sole discretion to reject any and all Proposals, wholly or in part, to waive any informalities or any irregularities therein, to accept any Proposal even though it may not be the lowest Proposal, to call for redoing the RFP process, to negotiate with any vendor making the proposal, and to make an award which in its sole and absolute judgment will best serve the Town's interest. Vendor making the proposals shall Proposal to specification, and any exceptions must be noted. The Town reserves the right to investigate the financial responsibility of any and all vendor making the proposals to determine the ability of the Contractor to assure service throughout the term of the Contract.

3. Proposals will be evaluated by a group of town employees, board members and residents based on the following criteria: price, brand/theme, design/activities, warranty/durability, and company experience/references.

Other Terms and Conditions to be Incorporated into the Agreement between the Town and Contractor:

1. Any deviations or change orders from the proposed agreement must be submitted in writing to the Superintendent, and any approval will be returned in writing signed by the Superintendent.

2. All designs, concepts, information, and cost-saving alternatives presented by the Contractor during the selection process shall become the property of the Town and shall thereafter be used at the Town's sole discretion.

3. All subcontractors shall be subject to acceptance by the Town.

4. A complete set of "as-built" drawings, specifications, manuals, and documentation of all changes must be supplied to the Town upon completion and final payment.

5. It is expressly understood that the Contractor is an independent contractor and not the agent, partner, or employee of the Town. The contractor certifies that it is licensed and bonded and is solely responsible for the payment of its employees, workers' compensation and unemployment benefits, employment, acts and omissions, control, and direction of its employees.

6. The laws of the State of New Hampshire will govern the interpretation of and performance of this Agreement.

Indemnification:

The firm making the proposal (Contractor) agrees to defend, indemnify and hold harmless the Town, its board members, officers, employees, agents from any and all damages, injury, death, loss, claims, demands, or causes of action arising out of, incidental to, or in connection with the work performed under this agreement, whether or not caused by the negligence of the Contractor, any subcontractor or his or their employees, servants or agents; provided that said indemnification and save harmless obligation shall not apply to circumstances

resulting solely from the negligence of the Town, its employees or servants, as finally determined by a court of competent jurisdiction. Compliance by the Contractor with the Agreement's insurance requirement provisions shall not relieve the Contractor from liability under this provision.

Insurance Coverage Requirements:

Prior to commencement of work and as part of the terms of the agreement with the Town, firm making the proposal (Contractor) will provide the Town with Certificates of Insurance, evidencing:

- I. Worker's Compensation – in accordance with the laws of all jurisdictions (state and federal) which may apply to work being performed and including coverage for Employer's liability with a limit of not less than \$ 100,000.00 Each Accident / \$500,000 Disease-Policy Limit / \$100,000 Disease-Each Employee.
- II. Comprehensive General Liability – with Limits of not less than \$1,000,000.00 per occurrence. The insurance will include the following hazards and the certificates will so indicate:
 - a) Independent Contractors – covering the Contractor for any work performed by subcontractors.
 - b) Contractual – covering the above indemnity agreement.
 - c) Products – covering any product provided under this contract and include a vendor's endorsement in favor of the Town.
 - d) Completed operations – covering work performed under this contract.
- III. Comprehensive Automobile Liability – covering all owned, non-owned, and hired vehicles of not less than \$1,000,000.00 Combined Single Limit.
- IV. Certificate(s) of insurance shall name the Town as an additional or co-insured under the general liability and auto coverages. The certificates of insurance will indicate that the Town will be advised not less than thirty (30) days prior to any change or cancellation. Such insurance will be maintained for the duration of the contract. Completed operations coverage, where applicable, will be maintained for not less than three (3) years after the end of operations under this contract. If a bond is required, the Contractor must provide the document before work can begin.

Warranty: All warranty periods shall commence upon the date of completion of the project with a minimum of two years, except as covered by manufacturers' warranties, extending more than one year.

Payment: At the completion of the project the Contractor shall schedule for a final inspection with the Superintendent. Prior to final payment, the Contractor shall provide to the Town all required warranties, full and final discharges of liens from major material suppliers and himself, and the completion of all punch list items. The Contractor is expected to finance his/her own operations. Request for payments shall be made only for the materials on-site and the percentage of work completed as of the date of application. The Contractor shall be responsible for obtaining and paying for all necessary permits and/or details, as required by the governing building authorities for the performance of work.

Performance Bond: The project requires a satisfactory guarantee for completion of the work before the final award of the project, normally in the form of a performance bond.

PROPOSALS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS:

1. A Contractor filing a proposal thereby certifies that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other contractor for the same work; and that the Contractor is competing solely on his/her/its behalf, without connection with or obligation to, any undisclosed person or firm.
2. No Proposal shall be withdrawn after the date of submission.
3. Any Proposal received after the time and date specified shall not be considered.
4. The Contractor will be required to enter into an agreement with the Town. The Town's awarding of the Proposal is contingent that the Contractor and Town agree to all terms of the agreement within 10 days of issuing the agreement or the Proposal shall be null and void. As previously stated, in the event an agreement cannot be reached to the satisfaction of the Town, the Town reserves the right to terminate negotiations with no obligation to the apparently selected Contractor, and to enter into any agreement with any other party of its choosing. The Town's decision of hiring a Contractor will be final.

Format for Proposals

Proposers are encouraged to be concise, and proposals must include but are not limited to, the following:

- a) Letter of transmittal and completed PROPOSAL SHEET.
- b) A detailed listing of all equipment proposed with cut sheets providing all specifications, a detailed description of the provisions provided for handicapped accessibility, compliance with ASTM and CPSC guidelines should be specified.
- c) Full description of the extent of the product warranty provided for all equipment.
- d) Installation schedule.
- e) Qualifications of key personnel proposed to be assigned to this job.
- f) Location of the office from which the management of this project will be performed.

- g) A listing of at least three sites, preferably nearby, with comparable equipment, and a name and phone number of a contact person for each site.

Selection Schedule Proposals are due at the Town Hall by September 28, 2023, by 2 PM. Opening of proposals shall be at the next Select Board Meeting currently scheduled for 11 AM October 2, 2023, at Town Hall.

PLAYGROUND EQUIPMENT FOR GREAT ISLAND COMMONS PARK

1. BASE PROPOSAL	
Large Playground Structure (ages 2-5)	\$ _____
Small Playground Structure (ages 5-12)	\$ _____
Swing Sets, Other Small Play Items	\$ _____
Option: Full Installation of Equipment	\$ _____
Option: Installation by Town with Contractor oversight and guidance	\$ _____
Safety Surface Materials and Installation	\$ _____
Contingency Allowance	\$ _____
TOTAL	\$ _____
2. CHECKLIST FOR INFORMATION REQUESTED	
Equipment Details	YES / NO
Handicapped Accessibility	YES / NO
ASTM and CPSC Compliance	YES / NO
Warranty Information	YES / NO
Installation Schedule	YES / NO
Key Personnel / Management Office	YES / NO
References	YES / NO







