



## MEMORANDUM

TO: Prospective Bidders

FROM: Becky Smyth, Purchasing Director

RE: Request for Bid - #021-20 Ridge Ferry Park Playground Equipment Replacement  
And Installation

DATE: July 1, 2020

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Enclosed you will find the necessary information for preparing and submitting your bid for the **Replacement and installation of playground equipment at Ridge Ferry Park** for the City of Rome Georgia.

A pre-bid walk through will be held on **July 9, 2020 at 11:00 a.m.** at the work site. Interested parties are urged to attend this meeting.

The deadline for submitting your bid is **July 23, 2020 at 10:00 a.m.**

Interested parties may receive a copy of the proposal request by logging on to the City of Rome Georgia Website at [www.romefloyd.com](http://www.romefloyd.com). All questions regarding the proposal should be sent to Jackson Abercrombie, [jabercrombie@romega.us](mailto:jabercrombie@romega.us) no later than **July 15, 2020 at 5:00 p.m.** All questions and answers will be posted on the City of Rome website. It is the responsibility of interested parties to visit the site regularly to insure receipt of any new information that may be provided.

If you have further questions, please do not hesitate to call my office at 706-236-4410.

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Becky Smyth  
Purchasing Director

601 Broad Street • PO Box 1433 • Rome, Georgia 30162-1433  
phone: 706/236-4410 • fax: 706/236-4549

[www.romega.us](http://www.romega.us)

## INSTRUCTIONS FOR BIDDERS

I. Bids must be received by **July 23, 2020 at 10:00 a.m.**

II. Bids must be delivered to:

City of Rome  
601 Broad Street  
Rome, GA 30161

III. Bids must be sealed and marked:

**“Bid # 021-20 Ridge Ferry Park Playground Equipment Replacement and Installation”**

IV. Bids must be complete and include:

- A. Completed Bid Proposal Form
- B. Executed Bidder’s Declaration
- C. Executed Certificate of Non-Discrimination
- D. Executed Affidavit of Non-Collusion
- E. Prompt Payment Affidavit
- F. Request for Taxpayer I.D. Number
- G. Completed Drug-Free Certificate
- H. SAVE Affidavit
- I. E-Verify Affidavit

All bids submitted shall be subject to acceptance or rejection and the City of Rome specifically reserves the right to accept or reject any or all bids, to waive any technicalities and formalities in the bidding.

Bidder shall submit all required forms and information simultaneously with sealed bids, which forms and information become a part of the property of the City of Rome and will not be returned to bidders unless a written request to withdraw is received prior to **July 23, 2020 at 10:00 a.m.**

V. Payment:

When contracts are awarded, payment by the City of Rome will be the normal 30-day cycle. However, the City does make every effort to honor all discounts.

# **BID # 021-20 Ridge Ferry Park Playground Equipment Replacement and Installation**

## **Introduction**

The City of Rome is requesting proposals from qualified firms to provide playground equipment at Ridge Ferry Park. Furthermore, it is the desire of the city to have a unique element to the playground, preferably something that might resemble the city's iconic Clocktower (picture attached).

The purpose for this Request for Proposal is to solicit competitive sealed proposals from interested firms to provide playground equipment for Ridge Ferry Park.

The successful Firm must provide all equipment, materials, proposed layout, and the product numbers of the equipment proposed for this project

## **Questions and Amendments**

Any questions regarding this RFP shall be submitted by email to [jabercrombie@rome.ga.us](mailto:jabercrombie@rome.ga.us) by **July 15, 2020 at 5:00 p.m. EST**. All questions will be answered and made publicly available. The City of Rome reserves the right to amend the RFP for any reason.

## **Proposal Submission**

Proposals must be received no later than **10:00 a.m. EST on July 23, 2020**. Proposals received after this time will not be accepted or opened. The City of Rome reserves the right to contract in its best interests and to reject any and all bids at any time prior to award. The City of Rome will only accept proposals submitted in hard copy. All responses to this RFP must be made in accordance with the specifications as set forth herein. Failure to adhere to any specifications contained herein may be cause for your proposal to be rejected.

Contractors shall submit one (1) original and four (4) paper copies of the proposal. Proposals must be sealed in a package marked with the name and address of the contractor. The City of Rome will date stamp the package with the submission date and submission time when it is received. Additionally, the sealed package in which the proposal is submitted should be labeled "**021-20 Ridge Ferry Park Playground Equipment Replacement and Installation**". Proposals that are faxed will not be accepted.

All completed proposals should be mailed or delivered to:

City of Rome  
601 Broad Street  
Rome, GA 30161

Responsive written proposals shall contain the information below:

- Cost
  - Removal of old equipment
  - Equipment
  - Installation
  - Rubber Surface

- Product Data: For each type of product indicated.
  - Shop Drawings: Show fabrication and installation details for playground equipment and structures.
  - Coordination Drawings: Plans, drawn to scale, on which the following items are shown and coordinated with each other, based on input from installers of the items involved:
    - Extent of surface systems and use zones for equipment.
    - Critical heights for playground surface or fall heights for equipment.
    - Samples: For each type of exposed finish.
    - Product certificates.
- Safety Standards: Provide playground equipment complying with or exceeding requirements in the following:
  - ASTM F 1487.
  - CPSC No. 325. D
- Experience
  - Describe the history of your firm
  - Describe your firm's experience
  - Describe the experience of the installation crew that will be used
- Key Personnel
  - Provide an organizational chart for implementing and managing the project including the responsibilities of each individual
  - Identify your proposed key personnel and their specific experience with play structure installations of this size
  - Provide the names, addresses and phone numbers of three client project owners to be used as a reference

## Warranty

Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of playground equipment that fails in materials or workmanship within specified warranty period.

- Failures include, but are not limited to, the following:
  - Any Structural failures.
  - Deterioration of metals, metal finishes, and other materials beyond normal weathering.

## Warranty Period:

- 15 years from date of Completion and acceptance on punched steel decks, pipes, rails, loops, rungs and polyethylene components.
- Lifetime limited warranty on support posts, powerlock and hardware.

## **Proposal Evaluation Process**

Proposals will be evaluated by a committee comprised of City representatives and the Project Steering Committee. The evaluation process will include review of qualifications, proposed schedule and costs, and other information submitted with the proposal. Non-responsive or incomplete proposals will be rejected for further consideration.

The City of Rome reserves the right to waive any informality or irregularity in any bid, to reject any and all bids, to award a bid wholly or in part, to call for re-bid, and to negotiate with any contractor, if it is deemed in the best interest of the City of Rome to do so. As part of the evaluation process, the contractor may be required to attend one or more meetings with the City of Rome for the purpose of clarifying materials, products, services, and pricing. The selection process may include requests for additional information from individual contractors regarding the proposed materials, products, scope of services, pricing, and product specifications.

## **REQUIREMENTS FOR BIDDERS**

These items apply to and become a part of the terms and conditions of the bidders bid. Any exceptions must be in writing.

Notice is hereby given that the City of Rome will receive sealed bids from interested parties until **July 23, 2020 at 10:00 a.m.** at its offices located at 601 Broad Street, Rome, Georgia 30161.

Any bids received thereafter will not be considered.

Bids will be publicly opened and read at the City of Rome Purchasing Department located at 601 Broad Street on the day and at the hour specified.

The purchaser may consider as non-responsive, any bid in which there is an alteration of, or departure from the bid form hereto attached.

The City of Rome will review and evaluate the RFP responses, and determine the firm that demonstrates the greatest capabilities and relevant experience, proposes a reasonable cost, and is the most advantageous in fulfilling the City's goals for this project. The City of Rome reserves the right to accept, reject, and/or negotiate any or all proposals as determined by them to be in the City's best interest. The bidder to whom award is made will be notified at the earliest possible date. The purchaser reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time, contracts of a similar nature, or the bid of a bidder who, in the sole opinion and discretion of the purchaser is not in a position to perform the contract, or whose name appears on the United States Comptroller General's list of ineligible contractors.

Bids may be withdrawn by written or faxed request, provided such withdrawals are received prior to bid opening date.

NOTE: Unless stated on the bid form the bid submitted will assume all specifications will be met. Please note on the bid form all exceptions.

## NOTICE TO BIDDERS

It is the sole responsibility of the bidder(s) to ensure that proposals reach the Purchasing Department on or before the closing date and time. The City of Rome shall not be held responsible for delays caused by any situation. Offers by telephone, facsimile, or email will not be accepted.

The City of Rome will not be responsible for late deliveries or delayed mail. The proposal opening time shall be strictly observed. Under no circumstances shall proposals delivered after the specified time be considered.

Failure to restrict contacts or discussion regarding this RFP to the City of Rome Purchasing Department will be considered a serious breach of process and may, at the sole discretion of the City of Rome, result in disqualifying the violating party's firm from further consideration in this RFP opportunity. Additionally, any unauthorized contact with members of the City Commission or City employees by a bidder or a bidder's representative concerning this proposal may result in the disqualification of the bidder.

The City of Rome reserves the right to accept or reject any and all proposals, to waive any irregularity in proposals received, to award the entire proposal to one contractor or to make awards by group or by line item whichever is in the best interest of the City of Rome. Additionally, the City of Rome may unilaterally terminate this contract in whole or in part, for its convenience, availability of unobligated funds, or because of failure of the bidder to fulfill the contract obligations in any respect.

## SCOPE OF WORK

- There are to be two separate play structures.
- One play structure should accommodate an age group between 3 and 5 years of age
- One play structure should accommodate an age group between 5 and 12 years of age
- The play structure for older children must have a clock tower theme
- The play structure for younger children does not have to be a clock tower theme but must match the other structure
- Both play areas should be covered with a bonded rubber surface that must meet all applicable safety standards

## SPECIFICATIONS

The specifications below are merely suggestions and the bidder have creative liberties when developing a proposal for the City of Rome, as it is the desire of the city have a unique element to the playground, preferably something that might resemble the city's iconic Clocktower.

### **Rubber Surface**

- Both play areas should be covered with a bonded rubber surface that must meet all applicable safety standards

### **5-12 Years Age Range Play Structure**

#### **Swings**

- Belt swing seat
- Molded bucket swing seat with harness
- Multi-user swing

#### **Slides**

- Various types of slides from different levels of the structure

#### **Stand Alone Equipment**

- Must include multiple pieces of age appropriate free-standing play equipment

### **2-5 Years Age Range Play Structure**

#### **Swings**

- Belt swing seat
- Multi-user swing
- Full bucket swing seat
- Half bucket swing seat
- Molded bucket swing seat with harness

#### **Slides**

- Various types of slides from different levels of the structure

#### **Stand Alone Equipment**

- Must include multiple pieces of age appropriate free-standing play equipment
- Must include equipment for children between 6-23 months

The final completion date for this project is 70 days after the Notice to Proceed is issued. Liquidated damages will begin on the 71<sup>st</sup> day. Liquidated damages will be assessed at the rate of \$250.00 per day for each calendar day beyond final completion date as stated above.

GENERAL CONDITIONS

1. All work must be completed 70 days after the Notice to Proceed is issued. Weekend work may be necessary to complete the project within the timeframe. Should the project be incomplete on the 71<sup>st</sup> day, liquidated damages would begin.

**Bidders Response:** \_\_\_\_\_

2. Owner reserves the right to eliminate components if needed due to budget constraints.

**Bidders Response:** \_\_\_\_\_

3. All areas adjacent to the work areas must be kept free from litter and work debris at all times. The contractor is responsible for providing a receptacle for waste and debris if necessary.

**Bidders Response:** \_\_\_\_\_

4. Grounds, plants, shrubbery, heating and cooling equipment must be adequately protected during the work period, if there is work being done in the immediate area.

**Bidders Response:** \_\_\_\_\_

5. The contractor is responsible for all work materials and equipment left on the premises during the work period.

**Bidders Response:** \_\_\_\_\_

6. Progress payments are authorized for this job. 10 percent retainage will always be maintained. Payment for the final invoice will be paid within 10 days after acceptance and approval of the work.

**Bidders Response:** \_\_\_\_\_

7. A certificate of insurance must be provided before any works begin. Insurance must be in the amount of \$2,000,000 dollars liability with the City of Rome as the additionally insured.

**Bidders Response:** \_\_\_\_\_

8. The contractor must have workers compensation in accordance with the laws of the State of Georgia.

**Bidders Response:** \_\_\_\_\_

**BID FORM**

TO: City of Rome – Purchasing Department  
601 Broad Street  
Rome, Georgia 30161  
Attn: Becky Smyth

**BID PKG. “021-20 Ridge Ferry Park Playground Equipment Replacement and Installation”**

**COST OF REMOVAL OF OLD EQUIPMENT** \_\_\_\_\_

**COST OF EQUIPMENT:** \_\_\_\_\_

**COST OF INSTALLATION:** \_\_\_\_\_

**COST OF RUBBER SURFACE:** \_\_\_\_\_

**TOTAL COST OF EQUIPMENT, INSTALLATION, AND RUBBER SURFACE:** \_\_\_\_\_

**All work must be completed 70 days after the Notice to Proceed is issued**

All bids submitted shall be subject to acceptance or rejection and the City of Rome specifically reserves the right to accept or reject any or all bids, to waive any technicalities and formalities in the bidding.

The undersigned understands that any conditions stated above, clarifications made to the above or information other than that requested should be under separate cover and to be considered only at the discretion of the Purchasing Department.

\_\_\_\_\_  
Name of Individual, Partner  
or Corporation

\_\_\_\_\_  
Company

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Company phone number

Please Attach Company Contact’s Business Card:

BIDDERS DECLARATION

The bidder understands, agrees and warrants:

- That the bidder has carefully read and fully understands the full scope of the specifications.
- That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.
- That the bidder has liability insurance and a declaration of insurance form is included in the bid package.
- That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **July 23, 2020 10:00 a.m.** but may not be withdrawn after such date and time.
- That the City of Rome reserves the right to reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. The City of Rome reserves the right to waive any technicalities and formalities in the bidding.
- That by submission of this bid the bidder acknowledges that the City of Rome has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.
- If a partnership, a general partner must sign.
- If a corporation, the authorized corporate officer(s) must sign and the corporate seal must be affixed to this bid.

BIDDER:

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Name Title

AFFIX CORPORATE SEAL (If Applicable)

## **CERTIFICATE OF NON-DISCRIMINATION**

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by the City of Rome. The bidders may be declared, by the City of Rome, ineligible for further contracts with the City of Rome until satisfactory proof of intent to comply shall be made by the vendor.

The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

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BIDDER

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SIGNATURE

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TITLE

**NON-COLLUSION AFFIDAVIT**

The following affidavit is to accompany the bid:

STATE OF

COUNTY OF

Owner, Partner or Officer of Firm

Company Name, Address, City and State

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affidavit further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any office of the City of Rome or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of the City of Rome or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

FIRM NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**STATE OF GEORGIA PROMPT PAY ACT AFFIDAVIT**

THIS AFFIDAVIT IS TO ACCOMPANY THE BID

GEORGIA PROMPT PAY ACT: The Georgia Prompt Pay Act was enacted by the General Assembly in 1994 and took effect January 1, 1995. This act requires owners to pay contractors within 15 days of receipt of a pay request by the owner or the owner's representative. If payment is not made the owner shall pay the contractor 1% per month interest on the delayed payment. Additionally, the contractor must pay subcontractors within 15 days of receipt of payment from the owner.

This Act is Code Section 13-11-1 (Georgia Laws of 1994, p. 1398 par. 4)

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public



**CITY OF ROME**

**DRUG-FREE WORKPLACE CERTIFICATE**

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By signature on this certificate, the Bidder certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the “Drug-Free Workplace Act” will be complied with in full. The Bidder further certifies that:

1. A drug-free workplace will be provided for the Bidder’s employees during the performance of the contract; and
2. Each contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with (contractor’s name), (subcontractor’s name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this contract pursuant to O.C.G.A. Section 50-24-3(b)(7).”

By signature on this certificate, the Bidder further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF ROME, GEORGIA  
**E-VERIFY COMPLIANCE AFFIDAVIT**

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 the City of Rome, 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  
(Not Required if Less than 10 Employees)

\_\_\_\_\_  
Signature (if less than 10 employees)

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_(city) \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

CITY OF ROME, GEORGIA

SAVE COMPLIANCE AFFIDAVIT

O.C.G.A § 50-36-1(e) (2) Affidavit

By executing this affidavit under oath, as an applicant for a (n) Contract or Services, as referenced O.C.G.A. C. § 50-36-1, from the City of Rome, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) \_\_\_\_\_ I am a United State citizen.
- 2) \_\_\_\_\_ I am a legal permanent resident of the United States
- 3) \_\_\_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.  
My alien number issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e) (1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

\_\_\_\_\_.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name of Applicant

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

