



CLEVELAND HEIGHTS

Request for Proposals

Forest Hill Park Inclusive Playground Equipment

Issued: **Wednesday, January 13, 2021**

Prepared By:
City of Cleveland Heights Parks and Recreation Department
Cleveland Heights, Ohio

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216-691-7260 or jmcr@clvhts.com

PRE-PROPOSAL MEETING: (Optional) **Wednesday, January 20, 2021 at 1 pm** via Cisco Webex. Meeting will be provided upon request. Interested vendors can tour the existing location separately.

PROPOSALS DUE BY: **5:00 pm, Wednesday, February 17, 2021**
Cleveland Heights City Hall, 40 Severance Circle Dr., Cleveland Heights, Ohio, 44118. **Please submit 3 print copies and 1 digital copy on a flash drive to attention of Joe McRae, Director.**

Overview

The City of Cleveland Heights, Ohio (hereafter referred to as “City” or “Cleveland Heights”) owns and operates Forest Hill Park Playground, located at 2370 Lee Boulevard, Cleveland Heights in Cleveland Heights, Ohio. It is located just north of the Cleveland Heights Community Center. The historic landmark Forest Hill Park, was once owned by John D. Rockefeller features playground equipment, 3 picnic shelters, restrooms, and four baseball fields, a multipurpose path, a meadow and nature trails and is bordered by the dugway creek.

The successful vendor for this exciting project will have the responsibility to work with the Cleveland Heights Parks and Recreation staff as well as community stakeholders such as residents, elected officials, appropriate boards and commissions and community groups to design and install new all-inclusive (all abilities) 5-12 year olds playground equipment with appropriate swing set, seating and mulch for the playground area. The playground design should meet all required CPSC and ASTM safety standards and ADA accessibility standards. **The project budget cannot exceed \$200,000 and must be completed by MAY 31, 2021. NO EXCEPTIONS DUE TO GRANT REGULATIONS.**

The vendor selected will have best demonstrated their related experience in designing and building an all-inclusive playground, which would be appropriate for kids of all physical abilities. This solicitation is not a price determinant competitive sealed bid. The selection criteria which will include (proposed playground design, price, timeframe for project completion, experience working with community stakeholders, equipment warranty) shall be used to measure how well each vendor has met the desired requirements and qualifications. The award will be based on evaluation of the selection criteria. The City reserves the right to accept or reject any proposal as it deems appropriate.

By submitting this RFP, the vendor agrees in advance that if it is the selected vendor, it agrees to enter into an agreement with terms similar to the City’s standardized agreement and will operate according to the terms and conditions outlined in the agreement. Vendor may suggest contract amendments, but the City, in its sole discretion, may accept or reject any proposed amendments without waiving the City’s absolute right to require the terms of the contract.

The successful vendor shall comply with and perform the services in accordance with all applicable Federal, State and Local City laws including, without limitation, all City codes, ordinances, standards and policies as now existing or hereafter adopted or amended including but not limited to the following:

- Federal, State and Local safety and licensing laws related to playground design and installation;
- City code provisions requiring any person or entity doing business in the city to obtain a business license and/or construction permit; and
- City Parks and Recreation policies.

- Prevailing Wage requirements

The City is seeking vendors that best demonstrate the ability to provide innovative, affordable, safe and inclusive playground equipment services to our diverse park patrons.

A. Proposal Submission Requirements

1. Proposals shall be submitted as follows:
 - a. Proposals shall be submitted on the Proposal Forms in this Request for Proposals (RFP).
 - b. Proposals must be received for consideration by the City, at the Cleveland Heights City Hall, 40 Severance Circle, Cleveland Heights, Ohio 44118, by no later than **5:00 p.m., on Wednesday, February 17, 2021. Attention: Joe McRae, Director**
 - c. An electronic copy (submitted via flash drive) as well as 3 print copies of the proposal and any supporting materials shall be submitted.
 - d. Proposals shall clearly indicate the legal name, address, telephone number, e-mail address, website, if any, and fax number of the submitting entity (e.g., company, partnership, or individual) on the title page.
 - e. Proposals shall bear an original signature, being signed above the typed or printed name and title of the signer. Proposals must be signed by an officer of the business authorized to bind the Vendor to a contract.
 - f. Each proposal must be submitted in a sealed envelope plainly marked as follows:
"City of Cleveland Heights Parks and Recreation Department - Submission of Proposal for Forest Hill Park Inclusive Playground"
 - g. Any proposals received after the time and date due will not be considered. It shall be the sole responsibility of the submitting entity to have the proposals delivered to the Cleveland Heights Community Center for receipt on or before that date and time.
2. An optional pre-proposal meeting will be held at the Cleveland Heights Community Center on **Wednesday, January 20, 2021 at 1 pm** for an overview of this bid. In light of the global pandemic, this will be a virtual meeting held via Cisco Webex. A link to the meeting will be provided upon request of interested vendors. Vendors will be permitted to tour of the existing Forest Hill Park Playground at their own leisure. Meeting attendance is not mandatory.
3. Obtaining Forms: RFP documentation may be obtained on the City website www.clevelandheights.com.
4. Questions: Questions may be submitted, by email only, to General Recreation Supervisor Dee Marsky at dmarsky@clvhts.com. Answers will be sent periodically as the City determines is necessary to all parties requesting this RFP.
5. Proposals shall include the following:
 - a. Proposal Form attached to this RFP, fully completed and signed.
 - b. A narrative providing at minimum:

- (i) A description of the vendor's history of successful inclusive playground equipment design and installations at other similar locations. Vendor shall submit a written history of work with municipalities. This narrative shall include projects which are similar in nature to the type of work being solicited for which the proposer had direct control and was charged with full responsibility of the outcome.
 - (ii) Vendor shall define its pricing for installation of new playground equipment. The City will remove existing playground equipment and haul it away at no cost to the vendor.
 - (iii) A description of the background of the company, including, but not limited to, the following:
 - (A) Number of years' experience;
 - (B) Number of employees;
 - (C) Names of those authorized to represent the company;
 - (D) List and pictures of recently completed playground equipment projects
- c. All attached forms fully completed and signed as required for each form.
- d. At least three references (Ohio references preferred), including contact information. See attached form.

B. Evaluation and Qualifications

1. All qualified submissions received by the deadline will be analyzed by the City according to the criteria outlined in this RFP. Failure to comply with the provisions of the RFP may cause a proposal to be rejected.
2. The City reserves the right to (a) accept or reject any and/or all submissions of proposals; (b) to waive any irregularity, technicality, informality or discrepancy in a proposal; (c) accept any alternative submission of proposals presented, which in its opinion, would best serve the interests of the City; (d) give full and proper evaluation of the Vendor or team presenting the proposal. The City shall be the sole judge of the proposals, and the resulting negotiated agreement that is in its best interest, and its decision shall be final.
3. Vendor must have demonstrated past experience with municipal playground design and installation. Must also have experience working with community stakeholders.
4. **Evaluation Criteria:** Proposals shall be evaluated based on qualifications, the quality of products and proposed playground design, price, timeframe for project completion, experience working with community stakeholders, equipment warranty/maintenance, and references.

C. Scope of Services to be Provided

1. Propose the design for new playground with equipment for 5-12 year olds. Include new swing set, playground wood engineered fiber mulch, ADA accessible play components and access and seating. Play unit should feature earth tone/ natural colors and design such as blue, green, brown, etc. The new play units should not be taller than the existing unit. Please provide price for pour-in entry ways and exists only.
2. Provide an itemized list of services, equipment and costs to complete the project.

3. Work with City staff to facilitate a community meeting with stakeholder groups (families of children with physical disabilities) to get input on potential amenity changes and design.
4. **Plan, schedule and install new playground equipment by May 31, 2021 – NO EXCEPTIONS.** Obtain necessary construction permits, conduct any needed site prep such as underground utility location.
5. Attend and participate in community “All Are Welcome” ribbon cutting event for new playground - July 2021

D. Equal Opportunity

The City of Cleveland Heights is an Equal Opportunity Employer and prohibits, in accordance with the law, discrimination on the basis of race, color, religion, sex, national origin, age, ancestry, disability, sexual orientation or gender identity. Minority Business Enterprise, Female Business and Small Business Enterprise shall be afforded full opportunity to submit qualifications. The contractor awarded a contract pursuant to this RFP shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, ancestry, disability or handicap, sexual orientation, or gender identity. Vendor’s employees must be treated during employment without regard to race, color, religion, sex, national origin, age, ancestry, disability or handicap, sexual orientation, or gender identity. As used herein, “treated” means and includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. The contractor shall, during the term of the contract with the City, post in conspicuous places, available to employees and applicants for employment, notices to be provided by its hiring representatives setting forth the provisions of this nondiscrimination clause and that contractor is an Equal Opportunity Employer.

E. Miscellaneous

1. **Indemnification:** Vendor shall protect, indemnify and save the City harmless from and against all liabilities, damages, losses, claims, actions, costs and expenses of any nature resulting from injuries or damages to persons or property on or about the City property arising out of or in any manner connected with the use, condition or occupancy of the City property by Vendor or any act or omission of Vendor, its agents, vendors or employees.
2. **Insurance:** Vendor agrees to maintain, at its expense, at all times during the project on City property, comprehensive general liability insurance, with a minimum amount of \$1,000,000 per occurrence, properly protecting and indemnifying the City and naming the City as an additional insured, written by insurers licensed to do business in the State of Ohio. Vendor shall provide the City a certificate of such insurance, which shall provide that the insurer shall not cancel or alter the policy without giving the City written notice at least thirty (30) days in advance.
3. **Liability:** Vendor agrees that all property of Vendor in, on or about the City property shall be at the sole risk and hazard of Vendor. The City shall not be liable or responsible

for any loss, injury or damage to Vendor or any property or business of Vendor, including any theft or damage caused by any invitees, vendors, employees or members of the public.

4. **Default:** Should the Vendor at any time refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect in the performance of any provision of the agreement, the City shall have the right to immediately suspend the contract until such time as the City is satisfied that the agreement may continue, and/or if Vendor shall at any time be in default of the performance of any of the conditions or obligations of the contract, and shall fail to remedy such default within fifteen (15) days after receipt of written notice of the default, the City may, at its option, immediately and without further notice, terminate the contract, and remove Vendor's products and equipment and store it, as the City deems necessary and in its best interest, until such time as Vendor removes or recovers the products and equipment and makes all required payments to the City. No such actions shall be deemed any manner of trespass or forcible entry and detainer. Notwithstanding the provisions of the contract, the remedies provided for herein in the event of default on the part of the Vendor are in addition to, and not in lieu of, any other remedies or relief made available to the City under the laws of the State of Ohio. In addition, nothing in the contract shall limit or condition the City in its enforcement of Health, Fire and Building Codes, and other laws. Waiver by the City of any default, breach or failure of Vendor under the contract shall not be construed as a waiver of any subsequent or different default, breach or failure.
5. **Oversight:** All work performed by the Vendor under the contract shall be under the oversight of the Cleveland Heights Director of Parks and Recreation or his designees.
6. **Independent Vendor:** The Vendor hereby acknowledges that it is an independent contractor and neither it nor its employees or agents are employees of the City. The Vendor shall be responsible for the payment or withholding of any federal, state or local taxes, including, but not limited to, income, unemployment, and workers' compensation, and the City will not provide, or contribute to any plan which provides for benefits, including but not limited to unemployment insurance, workers' compensation, retirement benefits, liability insurance or health insurance. All individuals employed by the Vendor who provide services to the City are not public employees under Ohio state law.

PROPOSAL FORM

Submit this Form, completely filled out and signed, along with your completed Proposal, which must include the below listed items in the Request for Proposal.

Proposal must include the following items:

_____ Initial that a company narrative is included that details the history of professional municipal playground design and installation services including years of experience and company background information.

_____ Initial that the proposal includes a proposed playground design concept complete with sample drawings for evaluation.

_____ Initial that an itemized list of costs is included with this proposal that clearly defines all costs for project completion.

_____ Initial that vendor, if selected, will work with the City to facilitate community engagement activities to gain feedback from local stakeholders such as the local elementary school, churches and neighborhood groups.

_____ Initial that vendor, if selected for the project, agrees to complete the Forest Hill Playground upgrade project by May 31, 2021.

References:

Provide at least three (3) references for playground design and installation services

1. Client Name: _____
Address: _____
Email: _____
Phone: _____
Services Provided: _____
2. Client Name: _____
Address: _____
Email: _____
Phone: _____
Services Provided: _____
3. Client Name: _____
Address: _____
Email: _____
Phone: _____
Services Provided: _____

The City reserves the right to award a concession(s), at its sole discretion, to re-issue an RFP, or to cancel the project of seeking a vendor.

Vendor Information:

Company Legal Name: _____

Contact: _____

Address: _____

Phone: _____

Email: _____

Signature: _____

Date: _____