

# INVITATION TO BID



## PURCHASING DEPARTMENT

P. O. BOX 1125  
216 E. CENTRAL AVENUE  
VALDOSTA, GEORGIA 31601

BID #09-24-25

FOR: Olympic Park Rubber Surfacing

OPENING DATE: Wednesday, August 28, 2024

TIME: 11:00AM EST

TEFFANY EDWARDS  
PURCHASING AGENT

(229) 259-3525 • Fax (229) 259-5460

## **GENERAL SPECIFICATIONS**

It is the intent of these specifications to furnish the City of Valdosta with the following requisitioned equipment, according to the attached. It is clearly understood that the following are minimum specifications and are made to show the exact quality through specifications of the equipment proposed.

The City of Valdosta reserves the right to accept any or all bids or to choose the bid considered to be in their best interest and to waive any technicalities.

The final decision of purchase will be made upon the award of the City of Valdosta Mayor and Council if the item or items total are greater than \$25,000.

**NO BID WILL BE CONSIDERED IF RECEIVED AFTER THE DATE AND TIME SPECIFIED.**

**Be sure to put the Bid Number on the outside of your return envelope.**

## INSTRUCTIONS TO BIDDERS

1. Proposals must be made upon the form of the proposal attached hereto. They must be enclosed in a sealed plain envelope, with the bid number written on the outside and endorsed with the title of the proposal and must be filed with the Purchasing Agent of the City of Valdosta, located at 216 E. Central Ave. In the event you choose to mail your proposal, it should be mailed to Teffany Edwards, P.A., P.O. Box 1125, Valdosta, Ga. 31603.
2. No bidder will be allowed to withdraw his proposal for any reason whatsoever after the bids have been opened.
3. The specifications following represent the minimum general size, weight, capacity and performance characteristics desired in the equipment to be purchased. These requirements are not intended to prevent obtaining fair prices or to eliminate competition, but to insure, if possible, that all bids submitted shall not be subject to correction or alteration after the bid has been filed, opened, and publicly read. In view of an unusual wide disparity in details of design and manufacture, complete descriptive literature and manufacturer's specifications must be submitted on each type of equipment offered. The City of Valdosta reserves the right to evaluate any or all bids, particularly where there is a range in specifications. Special consideration will be given to the ready availability of repair parts and service.
4. Federal or State taxes are not applicable to Georgia Municipalities under the United States Code Title 26 and Georgia Exemption Certificate Number 3-465-686-300-1.
5. It is expressly understood by the bidder that written notice of the award or purchase order by the City of Valdosta will constitute an agreement and consummate the transaction and will serve together with the proposal, the advertisement, these instructions, and the detailed specifications, as the entire form of contract between the parties.
6. The bidder agrees that the City of Valdosta reserves the right to reject any or all proposals, or to accept the part of the bid considered to be in the best interest of the City.
7. Specifications referred to are minimum, therefore unless otherwise indicated by the bidder, the City will assume proposals meet or exceed all specifications.
8. The names of a certain brand, make or definite specifications are to demote quality standard of the article desired, but do not restrict bidders to be specific brand, make or manufacturer named; it is to set forth and convey to prospective bidders the general style, type, character, and quality of the article desired.
9. The award of the contract will be made to the lowest responsible bidder taking into consideration quality performance and the time specified in the proposals for the performance of the contract. The City of Valdosta reserves the right to reject all bids as appears in its own best interest and to waive technicalities. In cases of a tie, the bid received first will be awarded or whichever bid is in the best interest of the City.

Playground equipment and Rubber Surfacing for Olympic Park

Qty	Unit	Description
1	each	Owner's Kit
1	each	Odyssey Playground System (Upgraded) to include:
		1 3-in-a-Row Maze 11" Gizmo
		1 Answer Wheel
		1 Bubble Mirror
		1 POD (1'-0")
		2 3 ½" Uprt Ass'Y Alum 7'
		2 3 ½" Uprt Ass'Y Alum 8'
		22 3 ½" Uprt Ass'Y Alum 4'
		2 Entry Way
		1 Wavy Tree
		1 Wave Zip Slide (2'-6" & 3')
		1 Maze Panel
		1 Ergo Climber 5' & 5'6"
		1 Stego Climber 6' & 6'6"
		1 Pod Climber
		1 7'-0" /8'-0" Dbl Bubble Climber Attac
		1 Single Spiral
		1 Wrinkle Wall Attachment 6'
		1 3' Odyssey Pod w/thunderring
		1 6' Odyssey Pod w/internal climber
		1 8' Odyssey Pod w/internal climber
		1 5' Odyssey Pod w/gizmo
		1 Letters Maze Above Deck
		1 Traverse Climber
		1 Splitter 8'
		1 Ripple Pass
		1 Metallophone Panel
		1 Space Race Panel
		2 Hi Line Climb Link 2 Deck 3' Rise
		1 Inclined Climber 5'
		1 Modern Transfer w/Guardrail 2' Rise
		1 Wide End Balance Beam
		1 Vine Climber Low
		1 Vine Climber High
		1 3'/4'Single Vine Climber
		2 3 ½" Uprt Ass'Y Galv 4'
1	each	Installation Services- Performed by a Certified Intaller, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty.

150	Linear feet	GT-Impax – Concrete Curb 4" Wide – Not Reinforced
1700	Square feet	GT-Impax – Digout/Sitework of area Does not include removal of spoils, they will be left on site
1700	Square feet	GT-Impax-Crushed & Compacted Stone Sub-Base Installed per specifications of Unitary Surfacing Requirements
1700	Square feet	GT-Impax-Poured Rubber Surfacing – 8' fall height 50% Standard Color – Aromatic Blend –3.5" thick with ½" EPDM wear course cap – 5 year warranty

## SPECIFICATIONS

It is the intent of these specifications to furnish the City of Valdosta with Labor and Materials to install pour in play Surfacing structure at Olympic Park located at 100 West Florida Ave, Valdosta, Ga. We ask that you design a structure to provide a playground atmosphere for children aged 5-12. The site will be replacing an existing structure that we will demo. The measurements are listed below. These are minimum specifications, and all deviations should be marked. Please return the marked deviations along with your proposal to this office.

### GENERAL:

The existing park is located at (Olympic) 100 West Florida Ave. Valdosta, Ga. is in need of rubber pour in play surfacing structure. A site visit is recommended. Questions or appointments to visit the parks may be addressed to Mr. George Page at (229) 259-3507.

**Radius: 24.53ft**

**Area: 1,897.15sq. ft**

**Circumference: 154.38ft**

**1900 GT-Impax or Equivalent Crushed & Compacted Stone Sub-Base**

**Must be installed per specification of Unitary Surfacing Requirements**

**1900 GT-Impax or Equivalent – Poured Rubber Surfacing – 8’ fall height with 50% standard color-Aromatic Binder-3.5” Thick with ½” EPDM wear course cap – Min. 5 year warranty.**

## SPECIFICATIONS

1. Must meet ASTM F 1292 and CPSC surfacing requirements. \_\_\_\_\_
2. Minimum 3 inches compacted, crushed aggregate base. \_\_\_\_\_
3. Minimum 2.5 inches of bonded rubber. (more as needed to meet fall height requirements) \_\_\_\_\_
4. Installer is responsible for all site work including grading. Purchaser will remove debris from site. \_\_\_\_\_
5. Installer to be responsible for any damages to play structures during installation process. \_\_\_\_\_
6. Installer is responsible for the security of work area and materials left on site during the installation process and after work hours. \_\_\_\_\_
7. Full five-year written warranty to be provided. \_\_\_\_\_
8. Bidder site visit is required prior to bid. \_\_\_\_\_
9. Purchaser shall approve all sub-contractors prior to bid. \_\_\_\_\_
10. Upon completion, installer is to present a statement by a Certified Playground Safety Inspector certifying that all requirements have been met. \_\_\_\_\_
11. Vendor must carry general liability, auto, and workers compensation insurance at the time of the installation as well as be bonded. \_\_\_\_\_

## DESIGN OF PLAY STRUCTURE

### COLORS

The City reserves the right to change a particular color on the structure if deemed necessary at no additional cost. Please provide a sample of all colors offered by your company.

## EVALUATION PROCEDURES

Proposal submitted will be evaluated by the City's Selection Committee. Proposals will be evaluated using the general, technical, and cost criteria as described. Firms meeting the mandatory criteria below will have their proposals evaluated for both technical qualifications and cost as follows:

Design of the structure	20%
Pricing	25%
Warranty	25%
Availability/Delivery Time	15%
Available Colors	15%

During the evaluation process, the City's Selection Committee and the City reserve the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract by and between the City and the firm selected.

## MANDATORY ELEMENTS

### **FAILURE TO MEET THE MANDATORY REQUIREMENTS DESCRIBED BELOW WILL RESULT IN IMMEDIATE REJECTION OF THE ENTIRE PROPOSAL AND NO EVALUATION OF THE REMAINDER OF THE TECHNICAL COMPONENT OR OF THE COST PROPOSAL WILL BE MADE**

Mandatory Elements:

1. The consulting firm is independent and licensed to practice in Georgia.
2. The firm has no conflict of interest with regard to any other work performed by the firm for the City.
3. The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal.
4. Insurance Requirement

The Company shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the Work hereunder by the Company, its agents, representatives, employees, or subcontractors.

#### Minimum Limits of Insurance

The Company shall maintain insurance policies with coverage and limits no less than:

- a. Commercial General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting there from. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable).



b. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of Georgia and Employers Liability of \$1,000,000 per occurrence or disease.

c. Professional Liability (Errors and Omissions) Coverage: \$1,000,000 combined single limit per loss is required, in the event Consultant is performing design, engineering or other professional services.

#### Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

##### a. General Liability Insurance

(i) Additional Insured Requirement. The City, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents (hereinafter referred to as "Insured Party" or "Insured Parties") are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Company. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Company to provide liability insurance coverage to any Insured Party for claims asserted against such Insured Party for its sole negligence.

(ii) Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.

(iii) Separate Coverage. Coverage shall state that the Company's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.

(iv) Defense Costs/Cross Liability. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

#### 5. Workers' Compensation and Employers Liability Coverage

The Company shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Company, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against the City, and its officers, officials, employees and volunteers for losses arising from the work performed by the Company for the City.

#### 6. Waiver of Subrogation

The insurers shall agree under each policy of insurance required by this Contract to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the City.

#### 7. All Coverage

##### (i.) Notice Requirement.

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Owner, in care of the City of Valdosta. The City reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under

Georgia law.

(ii) Acceptability.

The insurance to be maintained by Company must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurers with a minimum AM Best's Policyholder's Rating of "A" or better and with a financial rating of Class VIII or greater. All policies shall be subject to approval by the City of Valdosta's Attorney's Office as to form and content.

(iii) Failure of Insurers.

The Company shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form.

#### 8. Verification of Coverage

The Company shall furnish the City with certificates of insurance and endorsements to the policies evidencing all coverage required by this Contract. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to the City. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates, endorsements and declaration page shall be furnished at or prior to the time the time this Contract is submitted to the City for execution, and must be received and approved by the City before any work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time. The Company shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

#### 9. Subcontractors

The Company shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insured.

#### 10. Hold Harmless, Indemnification Provisions and Limitations of Damages.

Subject to the limitations hereinafter set forth, the Company agrees to and shall defend, indemnify and hold harmless the City of Valdosta, its officers, city officers and city employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees, litigation costs and expenses, arising out of the performance of the Services or Additional Services, caused solely by any act or omission actionable at law on the part of the Company, company employees or agents, or any subcontractor of Company. Lack of insurance coverage shall not negate Company's obligation under this paragraph. If Company is required to indemnify the City of Valdosta hereunder, Company may assume the defense of the City of Valdosta with counsel reasonably acceptable to the City at the expense of Company. In addition, the City of Valdosta may engage its own counsel to participate in any defense in any such proceeding at the City's expense.

This obligation to indemnify, defend and hold harmless the Indemnified Party and Indemnified Parties shall survive the expiration or termination of this Agreement provided that the claims are based upon or arise out of acts or omissions that occurred during the performance of this Agreement.

#### 11. Termination For Convenience

The City may terminate this Agreement at any time for any reason upon 120 days prior written notice to the Company. The effective date of termination shall be set forth in the

notice. As the sole remedy for City's termination for convenience without cause, the Company shall be paid for any validated services performed under this Agreement up to the time of termination. Company shall not incur new obligations upon receipt of such notice and shall cancel as many outstanding obligations as possible. The Company includes a termination for convenience in all applicable subcontracts entered into pursuant to this Agreement. The Company shall terminate any applicable subcontracts upon receipt of a termination notice to or from the City.

FINAL SELECTION - The City will select a firm based upon the review committee recommendations. It is anticipated that a firm will be selected by January 13, 2020. Following notification of the firm selected, it is expected a contract will be executed between both parties within two (2) weeks. Prior to the final contract execution, the selected consultant/consulting firm will be required to enter into discussions with the City to resolve any contractual differences. These discussions are to be finalized and all exceptions resolved within ten (10) calendar days of notification, if not, this could lead to rejection of the proposal.

RIGHT TO REJECT PROPOSALS - Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected. The City reserves the right without prejudice to reject any or all proposals, to waive irregularities and technicalities, and to request resubmission. Any proposal, which does not include all the required statements and affirmations called for in this RFP, will be automatically rejected as not being responsive.

### BID SUBMITTAL

Please include the following with your proposal:

Total price for the structure, delivery, and two days supervision cost.

A colored drawing with your recommended components as well as color samples.

Delivery date.

Warranty on proposed equipment.

Colors available for the structure.

E-Verify

W-9

## REFERENCES

Three references shall be provided where similar work was performed:

Entity	Name	Phone
1.		
2.		
3.		

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. Affiant 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. Affiant also states as bidder, that they have not been a party to any collusion with any officer of the City of Valdosta or any of their employees as to quantity, quality or price in the prospective contract; and that discussions have not taken place between bidders and any office of the City of Valdosta 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



**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Contract No. and Name: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

**City of Valdosta Georgia  
Contractor 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 contracting with the City of Valdosta, Georgia has registered with and is participating in a federal work authorization program\*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Valdosta, Georgia, the Contractor will secure from subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Valdosta Georgia at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / E-Verify TM User Identification Number

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

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

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

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

[NOTARY SEAL]

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

My Commission Expires: \_\_\_\_\_

\*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Contract Act of 1986 (IRCA), P. L. 99-603