

Request for Proposals Installation of Pavilions

The Jefferson County Parks and Recreation Commission is now accepting proposals for the installation of three (3) pavilions at James Hite Park located at 1425 Hite Road, Kearneysville, WV 25430.

All proposals are due to be turned in to the Jefferson County Parks and Recreation Commission, JCPRC at 235 Sam Michael's Lane, Shenandoah Junction, WV 25442 by 2:00 p.m. September 28, 2017. All responses must be submitted in sealed envelopes and have **"Installation of Pavilions"** clearly marked on the envelope. Please mail or hand-deliver three (3) copies of the proposal to:

Jennifer Myers, Director
235 Sam Michaels Lane
Shenandoah Junction,
WV 25442

Proposals will not be accepted after the date and time stated above. Incomplete proposals or proposals that do not conform to the requirements specified herein may not be considered. Issuance of this RFP does not obligate JCPRC to accept any proposal or to approve any agreement. The JCPRC is not liable for any costs incurred by any party involved in preparing a response to this RFP. The act of submitting a proposal is a declaration that the respondent has read the RFP and understands all of its requirements and conditions.

We look forward to receiving and reviewing your proposal.

Attachment: Request for Proposals

**SPECIFICATIONS
INFORMATION FOR BIDDERS**

**REQUEST FOR PROPOSALS
INSTALLATION OF PAVILIONS**

Section I
Request for Proposals
James Hite Park
Installation of Pavilions

INFORMATION & INSTRUCTIONS

1.0 Submission Requirements:

1.1 The complete original proposal must be submitted in a sealed package and received in accordance with the instructions detailed in the cover letter. All proposals shall be marked, **Installation of Pavilions**. Proposers shall file all documents necessary to support their proposal and include them with their proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

1.2 **Proposal Format:** Proposals shall be submitted in the following format and include the following formation:

- a) Detailed description and specifications for proposed installation of the pavilion and surrounding upgrades.
- b) Fee proposals per instructions in Section III, Schedule of Prices, signed by responsible party.
- c) Published warranties.
- d) Experience with projects of similar scope and design.

1.3 It is the sole responsibility of the Proposer to assure that they have received the entire Request for Proposal.

1.4 Proposers will be notified in writing of any change in the specifications contained in this RFP.

1.5 **Right of Clarification:** JCPRC reserves the right to request clarification of information from any proposer.

1.6 **Request for Additional Information:** Prior to the final selection, proposers may be required to submit additional information which the JCPRC may deem necessary to further evaluate the proposer's qualifications.

1.7 **Denial of Reimbursement:** The JCPRC will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

1.8 **Right of Negotiation:** The JCPRC reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.

1.9 **Right of Rejection of Lowest Fee Estimate:** The JCPRC is under no obligation to

award this project to the proposer having the lowest fee estimate. Evaluation criteria included in this document shall be used in evaluating proposals.

- 1.10 Exceptions to the RFP:** It is anticipated that proposers may find instances where they may take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the JCPRC, and a description of the advantage to be gained or disadvantages to be incurred by the JCPRC as a result of these exceptions.
- 1.11 Indemnification:** The Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the JCPRC, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services. The Proposer shall secure and maintain General Liability Insurance as will protect him from claims under the Worker's Compensation Acts and from claims for bodily injury, death,

or property damage which may arise from the performance of his services under this contract. Further, the proposer shall provide the JCPRC with evidence and the amount of Errors and Omissions Insurance, i.e., Professional Liability Insurance currently in effect.

1.12 Rights to Submitted Material: All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by proposers shall become the property of the JCPRC when received.

1.13 Copies: An original and two copies of the proposal and supporting documents must be submitted in response to the RFP. All responses must relate to the specifications as outlined.

1.14 Contacts: Proposers must submit proposals in accordance with the instructions contained in this RFP. All requested information must be submitted with the proposal. Instructions for preparation and submission of proposals are contained in this package.

Questions regarding this request for proposal should be directed to:

Jennifer Myers
Director
Email: jmyers@jcprc.org

1.15 Contract: The contract between the JCPRC and the contractor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto, and (2) the proposal submitted by the contractor in response to the RFP. In the event of a conflict in language between the two documents referenced in the RFP shall govern. However, the JCPRC reserves the right to clarify any contractual relationship in writing with the concurrence of the

contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the contractor's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.

- 1.16 Termination of Contract:** The JCPRC may cancel the contract at any time for breach of contractual obligations by providing the contractor with a written notice of such cancellation. Should the JCPRC exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the contractor.
- 1.17 Proposal Reservations:** The JCPRC reserves the right to reject any or all proposals, to award in whole or in part and to waive minor immaterial defects in proposals. Negotiations may be necessary in order to complete the contract.
- 1.18 Conflict of Interest:** The proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
- 1.19 Independent Contractor:** The proposer represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the JCPRC. Therefore, the proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the JCPRC, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. The proposer shall further understand that the JCPRC cannot save and hold harmless and/or indemnify the proposer and/or the proposer's employees against any liability incurred or arising as a result of any activity of the proposer or any activity of the proposer's employees performed in connection with the contract.
- 1.20 Compliance with Laws:** In connection with the furnishing of supplies or performance of work under the contract, the

proposer agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

1.21

CONTRACTOR'S INSURANCE: The Contractor shall maintain such insurance as will protect him from claims under Workmen's Compensation Acts, by coverage with the representative insurance companies recognized by the State Insurance Commissioner and by no other method, for damages for personal injury, including death, which may arise from the operations under this contract, whether such operations by himself or by any sub-contractor or anyone directly or indirectly employed by either of them. He shall protect himself and the Owner from other claims. Valid certificates of current Workmen's Compensation coverage from the Contractor, sub-contractor or anyone directly or indirectly employed by either of them shall be furnished to the JCPRC by the insurance carrier.

The Contractor shall provide and maintain during the life of the contract Public Liability and Property Damage Insurance and Umbrella Coverage in the following amounts:

- a) Public Liability - \$1,000,000 combined single limit
- b) Umbrella Liability - \$1,000,000 with a \$10,000 self-insured retention

This insurance is to protect the contractor, his agents, and employees from claims of damages for personal injury including wrongful and accidental death and property damage which may arise from operations under the contract, whether such operations are performed by him or his employees. The policy or policies shall name the JCPRC as additional insured and shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the JCPRC ninety (90) days' notice in writing. A lapse in insurance coverage shall be considered as contract default.

1.22

INVOICES: Submit invoices for approval to the Director. All invoices will indicate James Hite Park Pavilion and the description of work performed during the invoice period.

Section II
Request for Proposals
James Hite Park
Installation of Pavilions

SCOPE OF WORK

2.0 The JCPRC is soliciting proposals for the installation of three (3) Pavilions. It is the desire of the JCPRC to provide a venue for general purposes such as picnics, family gatherings and shelter from the elements.

The proposer will be required to provide sufficient documentation to define the items being provided within this scope of work. Such documentation may include but is not limited to, vendor catalog sheets, general data sheets, drawings and sketches or specification and warranty information. Attached is Exhibit 1 showing a vicinity map and description, Exhibit 2 shows all site plans, landscape and details. Exhibit 3 shows the construction drawings for the pavilions that will be installed. The building and permit associated costs shall be provided by JCPRC as noted in 2.2 and assigned to the successful proposer immediately after award. All work shall be complete 30 days after notice to proceed.

2.1 **Pavilion Assembly**

The unassembled Pavilions will be furnished by JCPRC (via RCP Shelters Inc.), staged in the general vicinity of each Pavilions finished location shown in the attached Exhibits, stored in their factory packaging, ready for unpackaging, erection, and installation by Contractor.

Contractor shall provide all labor, materials, equipment, independent testing, including but not limited survey & layout, foundation and subgrade materials, aggregate, reinforcing & chairs, embeds and anchors, grout, concrete, control & expansion joints, curing compounds, protection of coatings and adjacent surfaces from concrete and construction activities, temporary barricades and weather protection for your work, landscaping and minor grading as a result of your work, for a complete finish of the Pavilions and Access Improvements as described herein and detailed in Exhibits 1, 2, and 3.

2.2 **Permits:** The JCPRC shall be responsible for acquiring building permits.

2.3 **Standards:** All equipment and installation must as a minimum meet the following standards:

ADA	Americans with Disabilities Act
IBC	International Building Code
	West Virginia and Jefferson County Code

2.4 **Installation Requirements:**

All structures shall be constructed in strict accordance with the manufacturer's installation instructions. All equipment shall be rigid, straight, plumb and level. All equipment shall be secured with manufacturer's fastening devices. No protrusions of any kind shall be allowed upon completion of installation.

All concrete footings and slabs shall meet local code requirements and as shown in the details of Exhibits 1, 2, and 3.

Contractor shall be responsible for all costs associated with the immediate removal of all packing materials and cartons and legal disposal of such materials off-site.

The contractor shall restore all areas disturbed as a result of the construction work to match original conditions. This shall include, but is not limited to, finish grading of impacted areas, restoration of ruts or stockpile areas and seeding. The contractor shall be responsible for damages to trees, shrubs, and their root systems and any plant or other material caused by the contractor's personnel, vehicles or equipment at the site.

The contractor shall be responsible for maintaining site security throughout the installation. This shall include erecting a temporary plastic safety fence or similar barrier around the area required for installation, including space or storage of materials and equipment. The contractor shall also be responsible for posting "No Trespassing" signs at the site during installation.

2.7

Structural Requirements:

Contractor shall provide independent testing as required by the Building Permit – Inspections, including subgrade compaction for concrete footers and, slabs.

Contractor shall pay special attention to Concrete Notes on Exhibit 3. 3000 PSI for Foundations, and 3500 air-entrained for Slabs

Pavilion Columns shall be protected from Concrete during installation and underside of column baseplate shall be coated with a bituminous coating (spray undercoating) before placing on leveling nuts and final grouting.

Plastic components should be kept to a minimum. No wood products will be accepted.

