



RECEIPT CONFIRMATION FORM

RFP NUMBER: #2425-13

TITLE: Salt Point Center (SPC) Playground Replacement
(a Public Works project)

VENDORS: PLEASE COMPLETE AND RETURN THIS CONFIRMATION FORM AS SOON AS POSSIBLE TO michael.maher@dcboces.org

_____ (INITIAL)	We intend to submit a proposal and understand that this proposal is due to Dutchess BOCES no later than <u>2/11/2025 2 p.m.</u>
_____ (INITIAL)	We DO NOT intend to submit a proposal on this project.

COMPANY NAME		
ADDRESS		
CITY	STATE	ZIP
POC:	TITLE:	
PHONE:	FAX:	
EMAIL:		

I authorize the Dutchess BOCES to send, by the following method, further correspondence that the Dutchess BOCES deems to be pertinent to this proposal:

E-mail:
Other (specify):

Submitting this form will ensure that you receive all further communication in regards to this request for proposal.

REQUEST FOR PROPOSAL #

2425-13

FOR:

Salt Point Center (SPC) Playground Replacement

PROPOSAL SUBMISSION OPENING DATE:

2/11/2025 2 p.m.

DUTCHESS COUNTY
BOARD OF COOPERATIVE
EDUCATIONAL SERVICES (BOCES)

5 BOCES Road
Poughkeepsie, NY 12601

BID OPENING DATE: **2/11/2025 2 p.m.**

PLACE: **Dutchess BOCES Administration Bldg.**
Dutchess BOCES
5 BOCES Road
Poughkeepsie, NY 12601

Salt Point Center (SPC) Playground Replacement #2425-13

Contract Period: Commencing upon signing of contract and ending after equipment turnover,
NLT 1 Sept. 2025

The undersigned agrees to supply the service and products proposed and as agreed upon in final contract and pursuant to the terms of this Request for Proposal.

COMPANY NAME		
ADDRESS		
CITY	STATE	ZIP
POC:	TITLE:	
PHONE:	FAX:	
EMAIL:		
SIGNATURE:		

DO NOT SEPARATE THESE SHEETS.

VENDORS ARE REQUIRED TO RETURN ONE FULL COMPLETED SET WHEN SUBMITTING THEIR BID. BE SURE TO CAREFULLY READ ALL SECTIONS OF THIS DOCUMENT INCLUDING THE INSTRUCTIONS TO BIDDERS.

TO BE PURCHASED BY: DUTCHESS BOCES

Non-Collusive Bidding Certification

Bid # 2425-07: DUTCHESS BOCES ARCHITECTURAL / ENGINEERING SERVICES RFP

I. In accordance with Section 103-D of the General Municipal Law, the following must be subscribed to by every vendor:

A. By submission of this proposal, each vendor and each person signing on behalf of any vendor, and in the case of a joint proposal, each party thereto certifies as to its own organization under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor;

2. Unless otherwise required by law, the prices which have been presented in this proposal have not been knowingly disclosed by the vendor and will not knowingly be disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor; and

3. No attempt has been made or will be made by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

B. A proposal shall not be considered for award nor shall any award be made where (A) (1), (2), and (3) above have not been complied with; provided, however, that if in any case the vendor cannot make the foregoing certification, the vendor shall so state and shall furnish with the proposal, a signed statement which sets forth in detail the reasons therefore. Where (A) (1), (2) and (3) above have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the vendor (i) has published price lists, rates or tariffs covering items being procured, (ii) has informed prospective customers of proposed for pending publication of new or revised price lists for such items, or (iii) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of section I. (A) above.

II. Any proposal hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate vendor for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such proposal contains the certification referred to Section I above, shall be deemed to include the signing and submission of the Bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Company

Signed

Title

IRAN DIVESTMENT ACT COMPLIANCE RIDER

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the District, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

(a) The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

(b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the SFL and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the SFL. In any case where the bidder or proposer cannot certify that it is not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The District may award a bid to a bidder who cannot make the certificate on a case by case basis if:

(1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

(2) The District makes a determination that the goods or services are necessary for the District to perform its functions and that, absent an exemption, the District would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

CERTIFICATION

IRAN DIVESTMENT ACT OF 2012

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, added new provisions to the State Finance Law (SFL), §165-a and General Municipal Law (GML) §103-g effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b) and GML §103-g, the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Proposer is advised that once the list is posted on the OGS website, any Proposer seeking to enter into, renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is bid upon or a proposal submitted, or the contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should Dutchess BOCES and/or Component District receive information that a person is in violation of the above-referenced certification, Dutchess BOCES and/or Component District will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then Dutchess BOCES and/or Component District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

Dutchess BOCES reserves the right to reject any bid, proposal or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

Sexual Harassment Prevention Certification

State Finance Law §139-I requires vendors on state procurements to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training to all its employees and that such policy, at a minimum, meets the requirements of §201-g of the Labor Law.

By submission of this proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint proposal, each party thereto certifies its own organization, under penalty of perjury, that the vendor has and has implemented a written policy addressing sexual harassment prevention in the workplace, and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of §201-g of the Labor Law.

The signature below certifies its compliance with State Finance Law §139-I.

Bidder: _____

By (signature): _____

Name (Please Print): _____

Title: _____

Date: _____

This form must be signed by an authorized executive or legal representative.

If the vendor cannot make the above certification, they must provide a statement with their proposal detailing the reasons:

CONFLICT OF INTEREST DISCLOSURE STATEMENT

PLEASE COMPLETE A OR B BELOW:

- A. No affiliations or financial interests exist between myself and any segment of Dutchess BOCES or any employee, board member or elected official of Dutchess BOCES.

Signature: _____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

- B. An affiliation or financial interest exists with a Dutchess BOCES employee, board member or elected official. The affiliation or financial interest is as follows (please be specific):

Explain Here:

Signature: _____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

INSTRUCTIONS

The Dutchess County Board of Cooperative Educational Services (Dutchess BOCES) in accordance with Section 103 of Article 5-A of the General Municipal Law, hereby invites the submission of sealed proposals to the Dutchess BOCES for the replacement of the Salt Point Center playground equipment.

Request for Proposal (RFP) #2425-13

Salt Point Center (SPC) Playground Replacement - FY25 (a Public Works project)

Proposal forms may be obtained from the offices of the Dutchess BOCES, 5 BOCES Road, Poughkeepsie, New York, 12601 upon request or on our website: www.dcboces.org.

Sealed proposals on the forms provided are to be filed with Michael Maher, Purchasing Agent, Dutchess County BOCES, 5 BOCES Road, Poughkeepsie, New York, 12601. The proposal will be publicly opened at the Administration Building of the Dutchess BOCES on 2/11/2025 2 p.m.

This Request for Proposals is being offered by Dutchess County Board of Cooperative Educational Services (BOCES), by Michael Maher, Purchasing Agent.

GENERAL INFORMATION

1. By submitting a proposal in response to this Request for Proposal (RFP), you are asking Dutchess BOCES to accept your offer for the sale of goods and services. It is important that you read and understand all terms and conditions contained herein, as well as understand the laws that govern Municipal Purchasing in the State of New York.
2. Once Dutchess BOCES has opened bids, there can be no changes to price or terms, unless clearly specified in this document. In addition, there are no provisions to cancel after an award is made, except by Dutchess BOCES, which maintains a unilateral right to cancel or extend in accordance with the terms of this RFP.
3. The envelope shall be clearly marked on the front with the name of person, firm, or corporation submitting the proposal, and "Salt Point Center (SPC) Playground Replacement #2425-13 - PROPOSAL OPENING 2/11/2025 2 p.m." This includes marking the outside of any express mail envelope that may be used.
4. Facsimile, telephone, or verbal proposals or any modifications of proposal documents will not be accepted or considered.
5. Proposals received after the time stated for the proposal opening date in the Notice to Vendors will not be considered and will be returned to the vendor unopened. The vendor assumes all responsibility for having the proposal submitted on time at the place specified.

6. No modifications or additions are to be made to the printed proposal documents. In the event the vendor deems that modifications are necessary, such modifications must be set forth in writing to Dutchess BOCES in a separate document and submitted with the proposal documents to be considered. However, any modifications or additions submitted may result in the proposal being considered non-responsive.

7. Dutchess BOCES will interpret the submission of a proposal to mean that the vendor is fully informed as to the extent and character of the services, supplies, materials, and equipment required and that the vendor can furnish the same in complete compliance with the specifications.

8. This is a Public Works contract covered by Article 8 of the New York State Labor Law. The Department of Labor has assigned PRC # 2025001032 to this project and the prevailing wage schedule provided under this PRC will be provided as part of the awarded contract. As such Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the contractor and their subcontractor(s) must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, as a Public Works contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of § 220 of the Labor Law shall, when applicable, be a condition precedent to payment and vendor will provide any and all documents required by Dutchess BOCES to complete the appropriate filings, including but not limited to, certified payrolls. Prevailing Wage Schedules may be obtained at the DOL web site at <https://dol.ny.gov/prevailing-wage-schedules>

9. No charge will be allowed for federal, state, or municipal sales and excise taxes, from which the political subdivisions are exempt, or for any portion of a gross receipts tax, MTA surcharge or other tax or surcharge imposed upon the vendor.

10. The proposal price for each item must be net and must include all delivery charges fully prepaid by the awarded vendor to the destination indicated in the proposal, installation, preparation, clean up or other charges. Title shall not pass until items have been delivered and accepted.

11. All specifications are minimum standards and accepted samples do not supersede specifications for quality unless the sample exceeds given standards, in which case deliveries must be the same identity and quality as accepted in the sample.

12. Proposals for the provision of material, supplies and/or equipment must provide for same that are standard, new and of the latest model, and in current production, unless otherwise specified.

13. Dutchess BOCES reserves the right to accept this bid by item or as a whole or, in its discretion, reject all bids and re-advertise in the manner provided by § 103 of the General

Municipal Law. Also reserved is the right to reject, for cause, any bid in whole or in part; to waive technical defects, qualifications, irregularities, and omissions if, in its judgment, the best interests of Dutchess BOCES will be served. Also reserved is the right to reject bids and to purchase items on County or New York State Contract, if such items are available on the same terms, conditions, specifications, and at a lower price.

14. Selection of the awarded proposal will be based upon “**Best Value**” in accordance with General Municipal Law § 103, State Finance Law § 163(4)(d) and other applicable laws and regulations. The selection will be deemed to best promote the public interest, following the included rubric. As such, responsible vendors should include all applicable information including warranties and other quantitative offerings that bring value to their proposal.

15. Where items or articles of equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the article as specified represents an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required; but it is not the intention to limit competition thereby. Dutchess BOCES reserves the right to determine whether or not substituted items meet their needs.

16. Prices, and all required information, except signature of Bidder, should be typewritten or printed for legibility. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.

17. At the time of the opening of the proposals, if appropriate, each vendor will be presumed to have inspected the site and to have examined, and to be thoroughly familiar with, the drawings, general requirements and specifications (including all addenda thereto). The failure and/or omission of any vendor to receive or examine any drawings, forms, instructions, or documents shall in no way relieve such vendor from any obligation in respect to their proposal.

18. The placing in the mail of a notice of award or purchase order to an awarded vendor to the address given in their proposal is considered sufficient notice of award of contract. Failure of the successful vendor to contact Dutchess BOCES to object to the award or prices therein, within seven (7) days of mailing of such notice, will be considered an acceptance of the contract by the selected vendor.

19. The selected vendor will not commence work until an executed contract exists between Dutchess BOCES and the vendor, properly endorsed by Dutchess BOCES, AND there is an Issued Purchase Order from Dutchess BOCES. .

20. If the selected vendor fails to commence work within the time specified in the contract or on the purchase order or within reasonable time as interpreted by Dutchess BOCES (5 days from receipt of purchase order) or fails to make replacement of rejected articles when so requested immediately or as directed by Dutchess BOCES, Dutchess BOCES may purchase from other sources to take the place of the item rejected or not delivered. Dutchess BOCES reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the selected vendor agrees to reimburse Dutchess BOCES

promptly for excess costs occasioned by such purchases. Should the cost be less, the selected vendor shall have no claim to the difference.

21. It is mutually understood and agreed that the selected vendor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract, to any person, company or corporation without the previous written consent of Dutchess BOCES.

22. Proposal prices must be honored by the vendor for the period indicated in the Scope of Services. The bid award may be extended beyond the bid period by mutual consent of the selected vendor and Dutchess BOCES.

DELIVERY

23. Delivery will be required to be made to Dutchess BOCES unless otherwise noted. All equipment and material shall be delivered and placed where directed, unless the schedules or purchase order issued to the selected vendor thereon indicates otherwise. The vendor will be required to furnish proof of delivery in every instance. No help for unloading will be provided. Suppliers should notify their personnel accordingly. Deliveries shall be made between the hours of 8:30 a.m. to 3 p.m., Monday through Friday (excluding days of scheduled school closings) unless otherwise noted. Notice of delivery shall be made twenty-four (24) hours in advance. All materials and supplies must be securely packed in uniform containers, adequately marked as to contents and delivered without damage or breakage in such units specified in schedules.

24. Items shall be securely and properly packed for shipment, storage and stocking, according to accepted commercial practice, without extra charge for packing cases, baling or sacks or other shipping materials.

25. The selected vendor shall be responsible for delivery of items in good condition at the point of destination. The selected vendor will be responsible for repairing or replacing items damaged in shipping within a reasonable timeframe to meet project deadlines. Vendor will then be solely responsible to take action with the carrier for any reimbursement.

26. All deliveries must be received by the selected vendor unless prior arrangements have been made with Dutchess BOCES. Under no circumstances shall Dutchess BOCES, its agents, employees, volunteers, or other personnel be held liable for damages, missing shipments, or any issues arising from a shipment being received or missing. It is the sole responsibility of the vendor to ensure that all shipments are properly labeled and clearly identified.

27. The vendor shall be solely responsible for all equipment and materials stored on-site for the duration of the project.

PAYMENT

28. No payment(s) will be made without issuance of a purchase order by Dutchess BOCES.

29. Payment will be made only after the proper presentation of invoices or claim forms as required by Dutchess BOCES. The invoice must reflect contracted pricing as provided in the Proposal Submission Sheet. In the event pricing does not match what is provided in the Proposal Submission Sheet, payment may be held up until such discrepancy is resolved to the satisfaction of Dutchess BOCES.

30. Payments of any invoice shall not preclude Dutchess BOCES from making claim for adjustments on any item found not to have been in accordance with general terms and conditions and scope of services in the executed contract.

INSURANCE

31. In contract and/or purchase order involving delivery and installation of any material and equipment, the selected vendor shall take out and maintain, until the accepted completion of the work. Workman's Compensation Insurance for all of its employees employed on the site of the project, and in case any work is sublet, the selected vendor shall require the sub-vendor similarly to provide Workman's Compensation Insurance for all of the latter's employees so as to keep Dutchess BOCES free from liability in any one and all occurrences involving sickness and/or personal injury.

32. In contracts and/or purchase orders involving the providing of services, the installation of any materials and/or equipment, the selected vendor shall take out and maintain, until the accepted completion of the work, Public Liability and Property Damage Insurance as shall protect them, any sub-vendor performing work covered by these specifications and Dutchess BOCES from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from any operation in connection with these specifications, whether such operation be by oneself, any sub-vendor or by anyone directly or indirectly employed by them. Public Liability Insurance shall be in an amount of not less than \$1,000,000.00 for injuries, including wrongful death, to any one person and subject to the same limit for each person in an amount of not less than \$1,000,000.00 on account of one (1) accident. Property Damage Insurance shall be in an amount not less than \$500,000.00 for damages on account of all accidents. Certificates of Insurance on the foregoing will be required from the selected vendor naming "Dutchess County Board of Cooperative Educational Services" as additional insured.

DISPUTE RESOLUTION

To attempt dispute resolution, the process included in this section will be used under this bid award/contract.

Dutchess BOCES and the vendor attempt to resolve the dispute in good faith.

All claims and disputes arising under or relating to this Bid that cannot be resolved at Step 1 above, are to be settled by binding arbitration in the State of New York, or a location mutually agreeable to the parties.

TERMINATION

33. This contract shall be deemed executory only to the extent of monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the political subdivision beyond the amount of such monies.
34. Termination of this contract may be made at any time by mutual agreement.
35. This contract may be terminated for convenience by Dutchess BOCES at any time.
36. This contract may be terminated by Dutchess BOCES for cause if the agency concludes that the Vendor has failed to perform or provide the products agreed upon.

CRITERIA TO EVALUATE PROPOSALS

Design Creativity & Aesthetics	-How well does the proposed design align with the aesthetics and feel of the facility. -How well does the proposed equipment appeal to students as a fun engaging area of play.	25%
Accessibility, Functionality & Safety	-Does the design meet safety standards and regulations (e.g., ASTM, CPSC, ADA compliance)?	25%
Durability & Quality	-Are the materials proposed high-quality and durable?	15%
Warranty & Maintenance	-What are the warranty terms (length, coverage, exclusions)? -Are maintenance requirements reasonable and cost-effective? -Does the vendor provide ongoing support?	10%
Vendor Experience & Reputation	-Does the vendor have a proven track record of successful playground projects?	10%
Cost & Value	-Ranking of cost of equipment, materials, and installation.	15%

Scoring Guide

For each criterion, assign a score between 0–5:

- **5 (Excellent):** Exceeds expectations and requirements.
- **4 (Good):** Meets all requirements and provides additional value.
- **3 (Satisfactory):** Meets basic requirements but lacks additional value.
- **2 (Needs Improvement):** Partially meets requirements; significant improvements needed.
- **1 (Poor):** Does not meet requirements.
- **0 (Unacceptable):** Missing or completely inadequate.

Instructions for Evaluators

1. Review each proposal thoroughly and assign scores for each criterion.
2. Multiply each score by the weight of the criterion to calculate the weighted score.
3. Sum the weighted scores to get the total score for each proposal.
4. Rank proposals based on their total scores.

Introduction

Boards of Cooperative Educational Services (BOCES) were established by New York State legislation in 1948 to enable smaller school districts to offer more breadth in their educational programs by sharing teachers. In 1955, Legislation was passed allowing BOCES to provide vocational and special education. The BOCES are voluntary, cooperative associations of school districts in a geographic area that share planning, services, and programs to provide educational and support activities more economically, efficiently, and equitably than could be provided locally. BOCES' programs and services include special education, vocational education, academic and alternative programs, summer school, staff development, computer services (management and instructional), educational communication, and business services.

Dutchess BOCES is seeking proposals from qualified vendors to provide and install a new recreation area/playground equipment at the Salt Point Center (SPC) located on the Dutchess BOCES campus at 5 BOCES Road, Poughkeepsie, NY 12601. The project aims to provide a safe, accessible, and engaging play environment for children of all abilities.

1. Project Overview

Location: An area of approximately 5,241 square feet, adjacent to the Salt Point Center on the DC BOCES Campus at 5 BOCES Rd, Poughkeepsie, NY 12601. See attached aerial photo of the existing area.

Budget: The BOCES Board has approved funding for this project for FY 25.

Timeline: Completion and turnover required NLT 1 September 2025.

Scope Summary: This project includes the design, equipment procurement, installation, and any necessary landscaping or surfacing work to include poured rubber. (DC BOCES will deliver to vendor a leveled clear work area with existing equipment removed.)

The proposal will include/address the following:

- The age group for this playground is 5 – 12 years old.
- The recreation area should include an area with sensory play/stimulation areas
- A minimum of two (2) play towers should be included in the primary structure.
- There should be at least 5 swings plus at least 1 ADA accessible swing.
- No less than three (3) slides should be included; design can be similar or dissimilar of included slides.
- The primary playground should be designed for commercial use occupancy of no less than 25 children at a time.,
- Poured in place rubber should be utilized for the ground areas around the equipment. Vendors may propose alternative materials if they feel, in their professional opinion, that it would be in the best interest of the project and Dutchess BOCES.

- Dutchess BOCES will perform, or cause to be performed, the disassembly/removal of the existing play equipment.
- Once the design and square footage is agreed upon, Dutchess BOCES will deliver a leveled area of the agreed upon square footage for the vendor to install equipment and materials.

Final delivery should be all encompassing of a recreation area that is ready and prepared for play consistent with the awarded proposal with a final delivery date NLT 1 September 2025.

2. Project Goals

1. Provide a safe play environment that meets or exceeds all applicable safety standards.
 2. Ensure accessibility for children with disabilities in compliance with ADA guidelines.
 3. Incorporate inclusive, age-appropriate play equipment for children aged 5 – 12 years.
 4. Use durable, environmentally friendly materials.
 5. Enhance the aesthetic and community appeal of the playground.
-

3. Scope of Work

The selected vendor will be responsible for:

- **Site Evaluation:** Assess the current site and identify the required area that needs to be prepared.
 - **Design:** Develop a playground design based on the provided requirements to maximize the usage and space available; Design refinements based upon BOCES feedback should be anticipated and the process identified in your proposal.
 - **Equipment Supply:** Once Dutchess BOCES approves the design, provide all necessary playground equipment and materials, including shipping and delivery.
 - **Installation:** Install all equipment and ensure proper surfacing (e.g., poured in place rubber).
 - **Compliance:** Adhere to all relevant safety and accessibility standards (e.g., ASTM, CPSC, ADA) throughout the project term.
 - **Clean-Up:** Remove debris and ensure the site is clean and ready for safe use upon project completion.
-

4. Submission Requirements

Interested vendors must include the following in their proposals:

- 1) **Company Information:**
 - a. Name, address, and contact information.
 - b. Brief history and relevant experience.
 - 2) **Project Approach:**
 - a. Detailed description of the proposed design and materials.
 - b. Timeline for project completion.
 - 3) **Qualifications:**
 - a. Examples of similar projects completed.
 - b. References from past clients.
 - 4) **Cost Proposal:**
 - a. Detailed breakdown of costs, including design, materials, labor, and any additional fees.
 - 5) **Certifications:**
 - a. Proof of compliance with safety and accessibility standards.
 - 6) **Warranty and Maintenance:**
 - a. Details of warranties provided for equipment and installation.
 - b. Options for ongoing maintenance services.
-

5. Evaluation Criteria

Proposals will be evaluated based on:

- 1) Alignment with project goals and specifications.
 - 2) Vendor experience and qualifications.
 - 3) Quality and creativity of the proposed design.
 - 4) Cost-effectiveness and value for money.
 - 5) References and past performance.
 - 6) Timeline for project completion.
-

End of RFP