

PLAYGROUND SAFETY SURFACE



Department of Finance

Bureau of Purchase & Supplies
375 Executive Blvd., 2nd Floor
Elmsford, N.Y. 10523
(914) 231-1872
www.westchestergov.com

CONTRACT AWARD NOTIFICATION

TITLE:	PLAYGROUND SAFETY SURFACING
CONTRACT NUMBER:	RFB-WC-14095
CONTRACT PERIOD:	June 1, 2017 to May 31, 2018 June 1, 2016 to May 31, 2017 June 1, 2015 to May 31, 2016
COUNTY DEPARTMENTS:	Parks and Recreation
SPECIFICATION REFERENCE:	As Incorporated In The Invitation for Bids

Address Inquiries To:

County Departments & Vendors	Political Subdivisions
Name Dianne Munro Title : Senior Buyer Phone : 914-231-1315 Fax : 914-231-1546 E-mail: dmm6@westchestergov.com	Customer Service Name : Dianne Munro Phone : 914-231-1315 Fax : 914-231-1546 E-mail: dmm6@Westchestergov.com

Description

A requisition must be entered for all purchases.

OPTION 1:

Vendor #735869
Dunning Playground Surfacing
105Bickyard Road
Farmington, CT 06032

Michael McGuffie, General Manager
Cell: 860-309-9901

OPTION 2:

Vendor #729856
Playground Maintenance Corp.
dba Playground Medic
146Broodway
Hawthorne, NY 10532

Janet Kuney, President
Phone:914-741-2228

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Email: mmcguffie@dunningplaygroundsurfacing.com

Email: janet@playgroundmedic.com

SCOPE:

This is a cooperative effort among political subdivisions in Westchester County to:

1. Establish a contract as contractor's primary offering to political subdivisions in Westchester County.
2. Achieve cost savings for vendors and government agencies through a single bid process that eliminates the need for multiple government bids and multiple responses by vendors.
3. Combine the requirements of government agencies regionally to achieve cost effective pricing.

DELIVERY POINT:

Delivery point shall be designated by the municipality or political subdivision. Each municipality or political subdivision shall be responsible for its own delivery points, orders and invoices. Contractor is instructed to deal individually with the political subdivision on these matters.

DELIVERY:

Delivery shall be expressed in number of calendar days required to make delivery after receipt of a purchase order. Deliveries must be made to the political subdivision within thirty (30) days of the contractor's receipt of order. The contractor must notify the political subdivision at least forty-eight (48) hours in advance of shipment so that necessary arrangements can be made. If deliveries cannot be effected within the stated time after receipt of order, the political subdivision must be advised immediately to facilitate any purchase from an alternate source of supply.

Delivery shall be made in accordance with instructions on Purchase Order from each political subdivision. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency and, if applicable, from the Bureau of Purchase and Supplies.

PAYMENT

All purchase and payment transactions shall be made directly between the Contractor and the political subdivision.

PRICE:

Prices include all customs duties and charges and are net, F.O.B. destination any point in Westchester County as designated by the ordering agency including unloading at point of use.

NOTE TO CONTRACTOR:

Contract Award Notification is not an order. Do not take any action under this contract except on the basis of purchase order(s) from the political subdivision.

TERM OF CONTRACT AND RENEWAL:

The initial term of Contract shall be one year. Westchester County shall have the right in its best interest to renew Contract for up to three (3) additional one (1) year periods. If the County elects to renew Contract, the County will provide notice to Contractor ninety (90) days prior to the expiration date of Contract. Failure to notify Contractor within this time period shall not operate as a waiver of County's right to renew Contract. Within ten (10) Business Days of receiving such notice, Contractor shall submit a signed renewal to County. Each renewal shall be on the same terms and conditions as the prior term.

At the end of the initial term or any renewal Contractor shall, at the County's written request for an additional partial term, provide services as specified in Contract for a period not to exceed six (6) months under the same terms and conditions as the prior term.

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CANCELLATION FOR CONVENIENCE:

The County retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least thirty (30) days notice of its intent to cancel. Any such cancellation shall have no effect on existing political subdivisions agreements, which are subject to the same 30 day discretionary cancellation or cancellation for cause by the respective political subdivision.

CONTRACT QUANTITIES:

Unless otherwise stated in the Specifications, unit prices shall not vary, notwithstanding any increase or reduction in the quantities of Goods or Services requested by the political subdivision, and no claim for damages shall be made by or allowed to Contractor by reason of such increase or reduction.

This is a Requirements Contract unless specifically stated otherwise, and the estimate of quantities of the Goods or Services required is approximate and shall in no respect be deemed a guarantee.

- a. The quantities actually required to complete the Contract may be less or more than estimated, and, if less, then no action for damages or lost profits shall accrue to Contractor.
- b. If the quantity(ies) varies from original estimated number or amount, then the Contract Price shall be adjusted accordingly.
Even if this is not a Requirements Contract, the County shall have the right to increase or reduce the quantity of Goods or Services by up to ten percent (10%) thereof.

REPORT OF CONTRACT PURCHASES:

A quarterly report listing totals by the full list pricing and totals by the net sales pricing shall be submitted to the Bureau of Purchase and Supplies on or before the fifteenth of the month following each quarter of the contract period.

The report is to be submitted to the Bureau of Purchase and Supplies, 375 Executive Blvd., Elmsford, NY 10523 to the attention of Dianne Munro and shall reference the contract, contract number, sales period, and contractor's name.

Failure to submit the required report may be cause for contract cancellation and disqualification of contractor for future contracts.

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appear at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny. The authorized user, when purchasing from County contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements.

INSURANCE.

The Contract may be terminated for cause if Contractor fails to comply with the terms of this Section.

During performance of this Contract and up to the date of final acceptance of the Work, Contractor shall effect and maintain with companies satisfactory to the County the types of insurance, in the amounts shown on the standardized insurance form.

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EXTENSION OF USE:

Any contract resulting from this bid solicitation may be extended to additional political subdivisions in Westchester County.

ESTIMATED QUANTITIES:

This bid is for a new contract commodity and has no historical annual dollar value. However, each contract shall be for the quantities or dollar values actually ordered during the contract period. The individual value of each contract is indeterminate and will depend upon the number of contracts issued and the competitiveness of the pricing offered. Political Subdivisions will be encouraged to purchase from contractors who offer the supplies, services, and pricing that best meet their needs in the most practical and economical manner.

ESTIMATED ANNUAL QUANTITY

PRODUCT A WOOD CARPET ENGINEERED WOOD FIBER

1

Blindbrook-Rye School District
120 Cubic Yards Blown-in
30 Cubic Yards

2

Dobbs Ferry School District
80 Cubic Yards
40 Cubic Yards

3

Mamaroneck School District
100 to 150 Cubic Yards

4

Ossining School District
50 Cubic Yards Blown-in

5

Pelham School District
160 Cubic Yards
80 Cubic Yards

6

Somers School District
30 to 50 Cubic Yards

7

Tarrytowns School District
135 Cubic Yards Blown-in

8

Town of Yorktown
524 Cubic Yards
98 Cubic Yards

9

Village of Mount Kisco
15 Cubic Yards.

10

Village of Scarsdale
100 Cubic Yards Blown-in

11

Westchester County Parks Department, various locations throughout the county.
300 Cubic Yards

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PLAYGROUND SAFETY SURFACING MATERIAL:

Playground Surfacing Material is material used under and around a particular piece of equipment with a Critical Height Value of at least the height of the highest designated play surface on the equipment.

REQUIREMENTS:

Park and playground surfacing must meet all current applicable Federal, State and Local regulations, the guidelines stated in the "Handbook for Public Playground Safety" published by the Consumer Product Safety Commission, dated October 1997 and ANSI, OSHA, CPSC and ASTM standards, including the following:

- ASTM F2223-04, Standard Guide for ASTM Standards on Playground Surfacing
- ASTM F1292-0 Impact Attenuation of Surface Systems Under and Around Playground Equipment Within Fall Zone-
- ASTM F1951-99 Determination of Accessibility of Surface Systems Under and Around Playground Equipment
- ASTM F2075-04 Engineered Wood Fiber for Use As A Playground Safety Surface Under and Around Playground Equipment
- ASTM F1487-01e1 Consumer Safety Specification for Playground Equipment for Public Use

CERTIFICATION:

A certificate must be provided with each delivery to validate conformance to the above standards.

PURCHASES:

Purchases for Play Ground Safety Surfacing should be based on the below chart where Cubic Yards, Square Foot Coverage and Compaction Rate of 12 inches are taken into consideration.

OPTION 1:

ASTM CERTIFIED PLAYGROUND SAFETY SURFACING

Manufacturer's Product Line: Playground Safety Surfacing
 Address of Plant Where Manufactured: 166 Windsville Rd. Brocead Brook CT
 Manufacturer's Standard Warranty: 10 Years
 Guaranteed Delivery: 5 Days ARO

All Prices are cost per Cubic Yard delivered, F.O.B. destination based upon a depth of 12 inches after compaction.

New Name: Dunning Playground Surfacing

AMERICAN PLAYGROUND SURFACING				
Truck Load	Cubic Yards	Cost Per Cubic Yard	Extended Cost	Terms of Payment / Delivery
Small (20 to 59 Cubic Yards)	25	31.78	794.50	2% 10 NET 30 7 Days ARO
Medium (60 to 99) Cubic Yards	60	25.78	1,546.80	2% 10 NET 30 7 Days ARO
Large	100	22.78	2,278.00	2% 10 NET 30 7 Days ARO

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OPTION 2:

ASTM CERTIFIED PLAYGROUND SAFETY SURFACING

Manufacturer's Product Line: Zeager Bros. Woodcarpet

Address of Plant Where Manufactured: Hawthorne, NJ

Manufacturer's Standard Warranty: 15 Years

Guaranteed Delivery: 5 Days ARO

All Prices are cost per Cubic Yard delivered, F.O.B. destination based upon a depth of 12 inches after compaction. Minimum Order 20 Cubic Yards.

PLAYGROUND MAINTENANCE CORP. DBA PLAYGROUND MEDIC								
Truck Load	Cubic Yards	Square Ft. Coverage	Cost Per Cubic Yard	Extended Cost	Additional Cost per Truck Load Blown-In	Total per CY Supply and Blown-In/Install	Extended Cost	Terms of Payment / Delivery
Small (20 to 59 Cubic Yards)	25	500	36.00	900.00	312.50	48.50	1,212.50	2% 10 NET 30 7 Days ARO
Medium (60 to 99) Cubic Yards	60	1,200	27.00	1,620.00	1,080.00	45.00	2,700.00	2% 10 NET 30 7 Days ARO
Large	100	2,000	22.75	2,275.00	1,725.00	40.00	4,000.00	2% 10 NET 30 7 Days ARO