

TOWNSHIP OF HAVERFORD



Request for Proposal
Park, Recreation and Open Space Plan
April 13, 2022

Request for Proposal (RFP)
Haverford Township
Park, Recreation and Open Space Plan

Haverford Township is seeking a qualified consultant team or consultant company to prepare a Park, Recreation, and Open Space plan to prioritize annual capital improvements and provide guidance for management and maintenance of parks, trails, open spaces and program management. The plan will serve to inventory the existing facilities in Haverford Township, provide analysis of operations and maintenance practices, and engage the public in the planning process. Plan outcomes should aim to recommend ways to improve maintenance capacity, standardize sustainable practices, and provide costs for key improvements related to department structures, staffing, and capital improvements.

The township owns and operates:

- more than 30 parks containing 450 acres,
- An indoor 35,000 square foot community and environmental center with fitness center, 2 full basketball gyms, year round recreational, environmental and fitness programming
- More than 15 miles of trails both paved and unpaved.

The goal of this project is to develop a community supported plan that provides guidance for management and maintenance of our park and recreation facilities and programs. This plan should be specific and implementable.

The plan will be funded in part by a grant awarded in 2021 from ***Delaware County Greenways Grant Program*** administered by *Delaware County Planning Department*.

Background:

Haverford Township operates a robust Parks and Recreation Department serving 49,500 residents consisting of 34 parks, miles of natural trails, a state-of-the-art recreation center, and acres of open space. In 40 years, the Parks Department grew from one-person staff to its present day 10 full-time/20 part-time staff; a maintenance staff of 6 full-time/5 part-time employees; and 150 seasonal staff. In the past 10 years, expanding recreation programs and capitalizing upon opportunities, Haverford Township opened a Community Center with a fitness center, turf field, playground and pavilion situated on a site that includes miles of trails and 120 acres of open space. In the same years trail development boomed, resulting in the current multimodal trails and the planned trail expansions (including the Pennsy Trail and Darby-Creek Trail -- part of the Circuit trail.) Haverford Township is also undertaking park capital projects, these includes new play equipment, upgrading tennis and basketball courts and replacing a turf field.

With such a large inventory of recreation facilities in the Township, there is a need to develop a plan for the management, improvements, and connections of these resources. Many of the recreational facilities and trails in Haverford offer ideal regional connections to the neighboring Townships of Radnor, Upper Darby, and Marple. A comprehensive Park, Recreation, and Open Space plan for Haverford Township will effectively prioritize annual capital improvements and provide guidance for efficient and sustainable management of existing parks, recreation, and open spaces.

Scope of Services:

The work elements are outlined in five headings:

A. Project Oversight

Haverford Township will establish a “Park, Recreation, and Open Space (PROS) Plan Advisory Committee” to meet at least four times to:

- Acquire information, materials and references
- Prepare for and review input from committee and public meetings
- Review conclusions, options and recommendations
- Review the draft plan prior to and prepare for the formal public review

The Advisory Committee will be composed of:

- Parks and Recreation staff
- Parks and Recreation Board
- Parks Maintenance staff
- HavaTrail members

B. Public Participation

Gather data and information from public outreach groups through contact and surveys:

- Parks and Recreation Board
- Civic Groups
- Local Sports organizations
- Senior groups
- Moms of Havertown
- HavaTrail
- DCVA

C. Inventory Analysis

Inventory of all existing recreation facilities township wide and review their policies for maintenance and management and provide recommendations to improve Park and Trail maintenance.

D. Plan Development

The consultant will provide a plan for each of the following:

- Parks and Recreation (Facilities and Programming)
- Trails
- Open Space
- Operations & Maintenance (should include financing)
- Implementation Strategies

E. Deliverables

Will include final report and any associated Appendices that provide further resources.

F. Cost and Timeframe

The township expects the project will take approximately 12 months to complete. Each proposal must include a chart that lists the anticipated cost and timeframe for each project task.

The cost proposal should provide a not-to-exceed cost for completion of work outlined in the Scope. If, during the duration of the project, the scope of work changes and/or costs exceed the original proposal, the selected firm shall submit a new proposal for remaining work. No work may commence on the additional work until the Board of Commissioners authorize.

A. PROPOSAL SUBMISSION

The Township of Haverford will receive proposals at the following address:

Haverford Township
1014 Darby Road
Havertown, PA 19083
Attn: Brian Barrett, Director Parks and Recreation Department

To facilitate processing please mark the outside of the envelope as follows: Haverford Township Parks and Recreation Open Space Proposal. The envelope shall also include the Proposer’s return address.

Proposers shall submit one (1) hard copy and one (1) electronic copy of the proposal via email. Proposals will be deemed received as of the earlier of the submissions.

Proposal Calendar:	Release of RFPs:	April 15, 2022
	Pre-proposal meeting:	May 11, 2022 at 10am <i>Haverford Township 1014 Darby Road Havertown, PA 19083</i>
	Submission of Inquiries by email	May 18, 2022
	Due date for RFPs:	May 25, 2022 at 4pm
	Interviews:	June 6-17, 2022
	Anticipated Project award:	July 15, 2022
	Project start:	Aug 2022

Proposals received after the established deadline will be returned unopened to the Proposer.

Upon opening, proposals may be subject to public disclosure consistent with Pennsylvania’s Right-To-Know-Law.

B. RFP REQUIREMENTS

Written proposals shall be limited to ten pages and shall include, at a minimum, the following information:

- 1) Letter of Interest/Cover Letter/Contact Information.
- 2) Contractor Qualifications & Capabilities: Describe the qualifications and capabilities of the firm, team or individuals as they relate to project work. If any aspect of the project is to be outsourced, this must be noted in the proposal and include the outsourced firm's identifications and qualifications.
- 3) Technical Approach/Proposed Scope of Services: Describe the technical approach and proposed scope of services that will be used to complete the project.
- 4) Past Project Experience: Include descriptions of comparable projects and references.
- 5) Cost Proposal: Provide a cost breakdown of proposed services, including a schedule detailing hourly rates and billable expenses.
- 6) Key Personnel Assigned to Project: Identify specific personnel that will be assigned to the following key roles for the project: Project Manager and Lead Technical Staff members.
- 7) Schedule: Provide a project schedule that identifies and tracks task by the anticipated duration for the overall project schedule.

C. ELIGIBILITY

The Township will consider Proposals submitted by qualified consultants.

D. CONTRACT AWARDS AND FUNDING

The Township of Haverford anticipates entering into a lump sum or not-to-exceed contract with the Proposer who, in the sole discretion of the Township, submits the most advantageous Proposal in terms of planning approach, qualification and experience of the proposed project team, and project cost. The Township anticipates awarding one contract but reserves the right to award more than one, or none at all, if in the best interest of the Township.

The Township of Haverford reserves the right to reject all proposals, to abandon the project, or to re-advertise for and solicit other proposals. The Township may waive any informalities or irregularities contained in a Proposal or in the manner of its submittal and award a contract thereafter. The Township further reserves the right to negotiate all terms of the proposal.

E. RFP DEVELOPMENT COSTS

Neither the Township nor its representatives shall be liable for any expenses incurred in connection with preparing a response to this RFP. Proposers are encouraged to prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

F. INQUIRIES

Interested parties may submit questions about this RFP in writing to Eileen Mottola, Assistant Director of Parks & Recreation via email to emottola@havtwp.org. All questions or requests for clarification concerning the meaning or interpretation of this RFP are due by date established in Section A, page 4.

G. ADDENDA

The Township will issue its responses to inquiries and any supplemental instructions in the form of written addenda. Likewise, if revision or clarification to the RFP becomes necessary, the Township will provide written addenda to all known potential Proposers. Proposers shall be responsible to contact the Township to ascertain whether any addenda have been issued. Failure to do so could result in a Proposal being deemed unresponsive. All Proposers shall examine the RFP and any addenda carefully. Any ambiguities or inconsistencies should be brought to the attention of the Township in writing prior to the opening of the proposals.

H. DELAYS

The Township may delay scheduled due dates if it is to the advantage of the Township to do so. The Township will notify known potential Proposers of all schedule changes by written addenda.

I. SELECTION PROCESS

A Selection Committee will review the proposals. The Selection Committee will be comprised of representatives of the Township's appointed Parks and Recreation Board and Parks and Recreation Department staff. The reviewers will evaluate and rate each proposal utilizing a number of criteria, including but not limited to:

- 1) Overall responsiveness and quality of the proposal in clearly stating an understanding of the work to be performed.
- 2) Technical ability of the Proposer to perform the required services.
- 3) The experience and reputation of the Proposer as represented in the response and the quality of the references.
- 4) Cost compared to proposed services to be provided.

The Selection Committee will evaluate proposals and recommend selection of the Proposer that meets the best interests of the Township. After evaluating the proposals, the Selection Committee may request additional information. In its discretion, the Selection Committee may require any Proposer to make an oral presentation of the proposal. These presentations provide an opportunity for the Proposer to clarify the proposal for the Township.

The Board of Commissioners shall be the sole judge of the Township's best interests, the proposals, and the resulting negotiated agreement. The decisions of the Board of Commissioners will be final.

The Township reserves the right to negotiate all elements of this Proposal, including but not limited to the fee structure and length of the contract.

RIGHT-TO-KNOW ACT COMPLIANCE

By submitting a Proposal, each Proposer agrees to abide by the terms of the Pennsylvania Right to Know Act (the "Act") with respect to documents prepared under any subsequent contract that are in the possession of the consultant. The consultant further acknowledges that any documents or work product produced by consultant under any subsequent contract may be subject to public disclosure as required under the Act and that consultant agrees to work with the Township to timely produce any such documents as required under the Act. The consultant agrees to indemnify and hold the Township

harmless for any penalties or damages incurred by the Township that are related to the consultant's failure to abide by the terms of this Section. The terms of this Section shall survive termination of this contract.

INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Consultant, for itself, its successors and assigns, hereby agrees, to the extent permitted by law, to indemnify, protect, defend and hold harmless the Township and the Township's representatives, including but not limited to supervisors, officers, attorneys, directors, employees, elected officials, agents, contractors, successors and assigns from and against any and all losses, liabilities, claims, demands, causes of action, damages (including consequential and/or any other damages allowed by law), costs, including reasonable attorneys' fees, and reasonable expenses of every kind and nature, whether or not covered by insurance, arising out of, resulting from or caused by, in whole or part, any negligent act, error, omission or willful misconduct (whether or not such acts or omissions constitute a violation of applicable law or of this Agreement) on the part of the Consultant, its agents, employees, officers, workers, and/or subcontractors in connection with this Agreement, including but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, any liability for fines, fees or penalties for violations of any statutes, ordinances, codes, rules, regulations or standards applicable to the services performed by Consultant, its agents, officers, employees and/or subcontractors. This obligation to indemnify, defend and hold harmless Haverford Township, and Haverford Township's representatives, officers, directors, employees, elected officials, successors, and assigns, shall survive the termination of this Agreement.

INSURANCE

Before commencing performance of any services under this Agreement, the Provider shall procure, pay for, and maintain the following minimum types and limits of insurance, on forms reasonably acceptable to Township. Such insurance shall be maintained in full force and effect until final acceptance of the Services or the completion of all post-acceptance warranty or related work by Provider, whichever is later.

Coverage shall be obtained from insurance carriers approved to transact that class of business in the state where the work will be performed, having an A.M. Best Rating of A- VII or better.

Certificates of insurance evidencing that the below requirements have been met shall be provided to Township prior to the start of work.

1. General Liability

Commercial General Liability, written on an occurrence basis, covering bodily injury, property damage and/or personal/advertising injury to third parties, which may arise from operations under the Agreement, whether such operations are performed by the Provider or its Sub-Consultant, with limits not less than:

Each Occurrence, Bodily Injury and Property Damage	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Per Project Aggregate	\$2,000,000

The General Liability policy shall include contractual liability, covering liability assumed by the Provider under the Indemnification and other provisions of the Agreement.

2. Business Automobile Liability

Business Automobile Liability coverage for bodily injury and property damage arising out of the ownership, maintenance, or use of owned, non-owned, hired, and leased vehicles, including uninsured/underinsured motorists coverage, with limits not less than:

Combined Single Limit	\$ 1,000,000
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3. Workers' Compensation and Employers Liability

Workers Compensation and Employers Liability as required by the state of hire and/or the state in which the work will be performed, including "other states" coverage, with limits not less than:

Workers Compensation	Statutory
Bodily Injury by Disease, each Employee	\$500,000
Bodily Injury by Disease, Policy Limit	\$500,000
Bodily Injury by Accident	\$500,000

4. Umbrella Liability

Umbrella Liability applying excess of the General Liability, Automobile Liability, and Employers Liability policies, on a following-form basis, with limits not less than:

Each Occurrence	\$2,000,000
Aggregate, Per Project	\$2,000,000

5. Commercial Crime (if applicable)

Commercial Crime or Fidelity (Employee Dishonesty) insurance extending to third parties (i.e., theft from Owner or third parties), including but not limited to Theft of Money and Securities both on- and off-premises and in transit, ERISA, Forgery or Alteration, Computer Fraud, Embezzlement and Funds Transfer Fraud, with limits not less than:

Employee Dishonesty, First Party	\$1,000,000
Employee Dishonesty, Third Party including	
Theft of Property	\$1,000,000
Computer Fraud	\$1,000,000
Forgery or Alteration	\$1,000,000
Funds Transfer Fraud	\$1,000,000
ERISA	Included
On Premises	\$ 50,000
In transit	\$ 50,000
Annual Aggregate	\$1,000,000

7. Professional Liability/Errors & Omissions (E&O)

All contractors and consultants who will perform, or retain others to perform, professional services in connection with the work (including, but not limited to Architects, Engineers, Consultants, Design-Build, and Project/Construction Managers) shall provide Professional Liability insurance covering negligent acts, errors, or omissions in the performance of the Services, with limits not less than:

Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000

8. Cyber/Technology Insurance (if applicable)

Cyber/Technology insurance coverage with the following coverage parts and with limits not less than:

Network Security Liability, each claim and aggregate \$1,000,000
Liability coverage for when the insured's web-based platform or computer system fails to prevent a security breach or a privacy breach, including but not limited to transmission of a computer virus and liability associated with the failure to provide authorized users with access to the web-based system.

Regulatory Liability, each claim and aggregate \$1,000,000
Liability coverage for lawsuits or investigations by Federal, State, or Foreign regulators relating to Privacy Laws.

Crisis Management (including the following coverages): Included
Notification Expense (*First party expenses to comply with Privacy Law notification requirements*);
Credit Monitoring Expense (*First party expenses to provide up to 12 months credit monitoring*);
Forensic Investigations (*First party expenses to investigate an intrusion into an Insured's computer system*); Public Relations (*First party expenses to hire a public relations firm*)

Cyber Extortion \$1,000,000
Payments to a party threatening to attack an Insured's computer system in order to avert a cyber-attack.

General Insurance Provisions

Provider shall be responsible for the payment of all deductibles or self-insured retentions applicable to its insurance coverages.

All policies required hereunder other than Workers Compensation, Professional Liability, and Commercial Crime shall name Haverford Township and its officers, directors, employees, agents, subsidiaries, and affiliated companies as Additional Insureds on a primary and noncontributory basis, for losses arising from the work of the Provider or its Sub-Consultant or anyone for whom they may be liable. Additional Insured status shall include defense and shall apply to both Ongoing and Completed Operations, for a period of not less than three years after completion of services.

All policies shall provide a Waiver of Subrogation in favor of Township and/or Township's agent(s) and/or other parties designated by Township.

If coverage is written on a claims-made basis, an Extended Reporting Period, or tail coverage, shall be provided for three (3) years following completion of the Provider's services. In the alternative, the claims-made policy shall be renewed for not less than three (3) years following completion. The policy retroactive date shall be no later than the effective date of this Agreement.

Policies shall not be canceled, terminated or non-renewed unless sixty (60) days prior written notice is sent to the additional insured parties.

Sub-Consultant

Provider shall require each Sub-Consultant (if any) to provide insurance as outlined above. Such policies shall name Haverford Township, Provider, and their officers, directors, employees, agents, subsidiaries, and affiliated companies as additional insureds on a primary/noncontributory basis at the limits required herein, for losses arising from the negligence of the Sub-Consultant, and shall provide a Waiver of Subrogation in favor of the Additional Insured parties. Additional Insured status shall include defense and shall apply to Completed Operations for a minimum three years after project completion.

Provider shall be responsible for securing certificates of insurance from all Sub-Providers evidencing the insurance coverages required above.

The insurance coverages and limits required herein are designed to meet the minimum requirements of Township. The Township reserves the right to modify these requirements, including limits, based on special circumstances. Additionally, if the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Township requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. They are not designed as a recommended insurance program for Provider or its Sub-Providers. **Meeting these minimum requirements shall in no way limit, qualify, quantify, or relieve the Provider's liability and obligations under any other provision of the Agreement.** The Provider shall acquire, at its own expense, any other additional insurance coverage it deems necessary for the protection of its work under this Agreement.