

Recreation and Parks Department

2000 Cedar Lane Greenville, NC 27858

Request for Proposals (RFP)

Date of Issue: June 1, 2022



Wildwood Park Playground

Through this RFP the City of Greenville is soliciting Proposals from Recreation Equipment Companies for the provision of design and installation of playground equipment for Wildwood Park.

> Project Manager Contact Information: Mark Nottingham, Parks Planner City of Greenville Greenville Recreation and Parks Department Parks Division (252) 329-4242 <u>mnottingham@greenvillenc.gov</u>

1. DEFINITIONS IN THIS RFP

"City" means the City of Greenville.

"**Proposal**" is the response of a person, firm, or corporation proposing to provide the services/products sought by this RFP.

"Proposer" is the person, firm, or corporation that submits a Proposal.

"Vendor" is the Proposer with which the City enters into a contract to provide the services stipulated in this RFP.

2. PURPOSE OF RFP & SCOPE OF SERVICES

The purpose of this RFP is to secure design and installation services for playground equipment at Wildwood Park. Proposed equipment should include 2-5 and 5-12 year-old play equipment. The playground equipment should have an emphasis on nature and adventure based play. The City desires this playground to be unique and it shall serve as a major feature for the City's newest park. Design work on a Welcome Center adjacent to the playground site is complete. The design and installation should be completed in 6 (six) months.

Wildwood Park is located at 3450 Blue Heron Drive, Greenville, NC.

2.1. SCOPE OF SERVICES

The City of Greenville seeks a qualified recreation equipment company to develop documents that includes site plan, play equipment design, construction documents, project manual, technical specifications, and a written quote. The Vendor shall prepare documents for the Wildwood Park Playground with the following building program elements:

- **<u>2.1.1.</u>** CONTRACT DELIVERABLES The Vendor shall provide the following deliverables:
 - a. <u>Schematic Phase</u>: Facilitate design meetings with the City to refine the playground equipment and overall design aesthetics.
 - b. <u>Design Development</u>: The Vendor shall provide 3-D colored renderings for review and final changes.
 - c. <u>Construction Documents</u>: The Vendor shall submit 3-D colored renderings of the final design for approval. A final quote that includes installation and an installation schedule shall be provided. The Vendor shall also prepare all required permit applications needed prior to construction and obtain all required permits needed prior to construction.
 - d. <u>Construction Administration</u>: The Vendor shall manage the installation of the playground equipment and coordinate playground construction with the contractor

who will be building the Wildwood Park Welcome Center concurrently on the same site.

This scope provides a best representation of the work to be completed; however, the City reserves the right to make reasonable changes in scope that due not significantly augment the overall outcome of the project.

2.2. CITY RESPONSIBILITIES

The City of Greenville shall be responsible for:

- a. Providing the Vendor with copies of relevant materials that can assist the consultant in his/her design. Note that the City can only provide materials that are currently in existence, and is not responsible for information that is incorrect, incomplete, or out of date.
- b. Providing access to the proposed construction site during normal business hours of operation.

The City of Greenville shall work closely with the Vendor to answer questions, make decisions, provide guidance and assist with coordination where needed. The City's responsibilities do not include conducting research and design tasks for the Vendor.

2.3. CONTRACT

The City may include additional contract provisions, some of which are found in Appendix B.

3. SUBMITTAL REQUIREMENTS

Firms that are interested in providing the required services to the Greenville Recreation and Parks Department (GRPD) are invited to submit a PROPOSAL, in electronic format along with four paper hard copies, to Mark Nottingham at 2000 Cedar Ln Greenville, NC 27858, and <u>mnottingham@greenvillenc.gov</u>. Each firm is solely responsible for the timely delivery of its PROPOSAL. All PROPOSALs must be received <u>by 2:00 pm local time on Thursday, June 30,</u> <u>2022</u>. *No Proposal Packages will be accepted after this deadline*. Firms accept all risks of late delivery regardless of fault.

3.1. SUBMITTAL TIMELINE

The following is the likely schedule and timing leading up to a contract signing. The City may change this schedule as appropriate

Advertisement	June 1, 2022
Last Day to Submit Questions	June 16, 2022
PROPOSALs Submitted	
City Council Contract Approval	-

3.2. FORMAT

The PROPOSAL should include proposed designs and equipment that will meet the City's expectations for unique nature/adventure based play equipment. Proposed designs should be in a 3-D colored rendering format and should be designed to fit the available space as shown in the attached Welcome Center plan sheets (Attachment 1). Proposals should be designed to fall within the budgeted amount of\$500,000. Designs should propose unique trend setting play equipment and features not found in other Greenville parks.

The City reserves the right to request additional information which, in its opinion, is necessary to ensure that the Proposer's competence, number of qualified employees, business organization and financial resources are adequate to perform according to contract.

3.2.1. COVER LETTER

The PROPOSAL should contain a cover letter, signed by a principal in the firm, indicating his or her title that he or she has authority to submit the proposal on behalf of the firm, including the cover letter, and which should contain the following statement:

"The undersigned has the authority to submit this PROPOSAL on behalf of the <u>legal name of</u> <u>company</u> in response to the City of Greenville RFP for the Wildwood Park Playground"

The cover letter should contain <u>one</u> of the following two paragraphs:

"With respect to all trade secrets that the Proposer may submit to the City in connection with this PROPOSAL or the Contract, if the Contract is awarded to the Proposer, the Proposer shall comply with the section of the RFP titled "Trade Secrets and Confidentiality," (see Appendix A) including but not limited to all of its subsections, such as the subsection titled "Defense of City." The Proposer acknowledges that the City will rely on the preceding sentence."

-or-

"The Proposer is not submitting and shall not submit any trade secrets to the City in connection with this PROPOSAL or the Contract, if the Contract is awarded to the Proposer." The Proposer acknowledges that the City will rely on the preceding sentence.

3.2.2. NON-COLLUSION

This RFP constitutes an invitation to bid or propose. Firms and their staff are prohibited from communicating with elected City officials and City employees regarding the RFP or submittals from the time the RFP has been released until all respondents have been notified and the selection results have been publicly announced. These restrictions extend to "thank you" letters, phone calls, and emails and any contact that results in the direct or indirect discussion of the RFP and/or the Proposal Package submitted by the firm/team. Violation of this provision by the firm/team and/or its agents may lead to the disqualification of the firm's /team's submittal from consideration. Exceptions to the restrictions on communications with City employees are detailed in **Section 3.5 of the RFP**. Acknowledge that you have read this section by including the following signed Non-Collusion affidavit with your response:

The City of Greenville prohibits collusion, which is defined as a secret agreement for a deceitful or fraudulent purpose.

I, ________ affirm that I have not engaged in collusion with any City employee(s), other person, corporations or firms relating to this bid, PROPOSALs or quotations. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Signature:_____

The City has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin or ancestry. A copy of this clause may be obtained at the City Clerk's Office, City Hall, Greenville, NC. By submitting qualifications and/or proposals, the firm is attesting that they are an Equal Opportunity Employer.

Include the completed forms with the proposal.

3.3. LIMIT ON CLAIMS

No Proposer will have any claims or rights against the City for participating in the PROPOSAL process, including without limitation submitting an PROPOSAL. The only rights and claims any Proposer will have against the City arising out of participating in the PROPOSAL process will be in the Contract with the selected Proposer.

3.4. COMMUNICATION GUIDELINES AND QUESTIONS

Firms may submit written questions concerning this RFP to the Project Manager for receipt no later than **5 pm local time on Thursday, June 16**, **2022.** Any questions about the RFP should be submitted, in writing via email to:

Mark Nottingham, Parks Planner City of Greenville Recreation and Parks Department

via Email: mnottingham@greenvillenc.gov

Questions received after the stated deadline will not be answered. Answers to submitted questions will be published. No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFP, and changes to the RFP, if any, shall be made in writing only and issued in the form of an Addendum to the RFP.

3.5. COMPENSATION

The proposed budget, which shall cover all design, equipment, and installation is up to \$500,000. *The exact amount will be negotiated with the selected vendor.*

3.6. EVALUATION CRITERIA

GRPD shall conduct a fair and impartial evaluation of all submittals that are received in accordance with the provisions of this RFP. The City is interested in unique playground designs that put an emphasis on nature and adventure based play. Vendor must have active contracts through Sourcewell or Omnia.

Final approval of any selected firm/team is subject to the action of City Council.

3.6.1. EVALUATION METHOD

<u>Compliance Check</u>: All PROPOSALs will be reviewed to verify that minimum requirements have been met. PROPOSALs that have not followed the requirements in this RFP or do not meet minimum content and quality standards may be eliminated from further consideration.

<u>Analysis</u>: Members of an evaluation team assigned by the Project Manager will independently analyze each PROPOSAL. The evaluation team will analyze how the Proposers' submittal meets the City's needs.

At the discretion of the City, the evaluation team may decide to conduct interviews of a short list of Proposers.

4. ADDITIONAL PROVISONS OF THIS RFP

A response to this RFP should not be construed as a contract, nor indicate a commitment of any kind. The RFP does not commit the City to pay for costs incurred in the submission of a response to this RFP or for any cost incurred prior to the execution of a final contract. No recommendations or conclusions from this RFP process concerning any firm shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law or statutory law of North Carolina. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the City unless the City and a firm jointly execute a contract.

4.1. FINANCIAL CONDITION OF THE FIRM

The City may request that the Proposer provide an annual operating statement, completed income tax form, or other reasonably comprehensive evidence of financial condition. Financial data provided in response to this RFP will be held confidential if marked "confidential".

The Proposer must be willing and able to provide insurance coverage, bonding and forms required by the City. The insurance required for professional services can be found in **Appendix B.**

4.2. DISCRETION OF THE CITY

The City of Greenville reserves the right to reject any or all PROPOSALs. NOTWITHSTANDING anything to the contrary in this document or in any addendums to this document, unless the provision refers specifically to this provision, the City reserves the right (i) to negotiate reasonable changes of any nature with any firm proposing to do the work with respect to any term, condition, or provision in this document and/or in any PROPOSAL.

4.3. E-VERIFY COMPLIANCE

The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, The Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina Carolina General Statutes.

4.4. IRAN DIVESTMENT ACT

Vendor certifies that: (i) it is not on the Iran Final Divestment List created by the NC State treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any actions causing it to appear on said list during the term of any contract with the City, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.

Appendix A: Trade Secrets and Confidentiality

As a general rule, all submissions to the City are available to any member of the public. However, if materials qualify as provided in this section, the City will take reasonable steps to keep Trade Secrets confidential.

(a) Designation of Confidential Records. The terms "Trade Secrets" and "record" are defined in (a)(1) (Definitions). To the extent that the Proposer wishes to maintain the confidentiality of Trade Secrets contained in materials provided to the City that will or may become a record, the Proposer shall prominently designate the material as "Trade Secrets" at the time of its initial disclosure to the City. The Proposer shall not designate any material provided to the City as Trade Secrets unless the Proposer has a reasonable and good-faith belief that it contains a Trade Secret. When requested by the City, the Proposer shall promptly disclose to the City the Proposer's reasoning for designating individual materials as Trade Secrets. In providing materials to the City, the Proposer shall make reasonable efforts to separate those designated as Trade Secrets from those not so designated, both to facilitate the City's use of records and to minimize the opportunity for accidental disclosure. For instance, if only a sentence or paragraph on a page is a Trade Secret, the page must be marked clearly to communicate that distinction. To avoid mistake or confusion, it is generally best to have only Trade Secret information on a page and nothing else on that page. To the extent authorized by applicable state and federal law, the City shall maintain the confidentiality of records designated "Trade Secrets" in accordance with this section. Whenever the Proposer ceases to have a good-faith belief that a particular record contains a Trade Secret, it shall promptly notify the City.

(1) Definitions.

"Trade secret" means business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that:

a. Derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use; and

b. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

The existence of a trade secret shall not be negated merely because the information comprising the trade secret has also been developed, used, or owned independently by more than one person, or licensed to other persons.

"Record" means all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, received by the City of Greenville in connection with the Proposer's PROPOSAL.

(b) Request by Public for Access to Record. When any person requests the City to provide access to a record designated as Trade Secrets in accordance with subsection (a), the City may

(1) decline the request for access,

(2) notify the Proposer of the request and that the City intends to provide the person access to the record because applicable law requires that the access be granted, or(3) notify the Proposer of the request and that the City intends to decline the request.

Before declining the request, the City may require the Proposer to give further assurances so that the City can be certain that the Proposer will comply with subsection (c) (Defense of City).

(c) Defense of City. If the City declines the request for access to a record designated as Trade Secrets in accordance with subsection (a), the Proposer shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of the City's non-disclosure of the records. In providing that defense, the Proposer shall at its sole expense defend Indemnitees with legal counsel. The legal counsel shall be limited to attorneys reasonably acceptable to the City Attorney. Definitions. As used in this subsection (c), "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, fines, penalties, settlements, expenses, attorneys' fees, and interest. Indemnitees" means the City, and officers, officials, independent contractors, agents, and employees, of the City. "Indemnitees" does not include the Proposer. The City may require the Proposer to provide proof of the Proposer's ability to pay the amounts that may reasonably be expected to become monetary obligations of the Proposer pursuant to this section. If the Proposer fails to provide that proof in a timely manner, the City shall not be required to keep confidential the records whose non-disclosure gives rise to the potential monetary obligation. Nothing in this agreement shall require the City to require any natural person to be imprisoned or placed in substantial risk of imprisonment as a result of alleged nondisclosure of records or for alleged noncompliance with a court order respecting disclosure of records. This subsection (c) is separate from and is to be construed separately from any other indemnification and warranty provisions in the contract between the City and the Proposer.

Appendix B: Sample Contract Additions

Insurance.

The Vendor agrees to purchase, at its own expense, insurance coverages to satisfy the following minimum requirements as detailed in this Section. A certificate reflecting the following minimum coverages shall accompany this Contract. The Vendor shall not commence services under this Contract until the Vendor has obtained all insurance required, and such insurance has been approved in writing by the City. Insurance required shall remain in effect through the term of this Contract. Failure to maintain the required insurance coverage shall constitute grounds for Contract termination.

Insurance requirements are as follows:

(a) <u>Public Liability and Property Damage</u>: The Vendor shall take out and maintain, during the life of this Contract, Commercial General Liability Insurance that shall protect from claims for damage for Bodily Injury, Property Damage, Personal Injury, including death which may arise from operations under this contract, whether such operations be by the Vendor or by any sub-contractor, subconsultant, or by anyone directly or indirectly employed by any of the above.

The Minimum Limits of Insurance required are:Each Occurrence:\$1,000,000Personal and Advertising Injury:\$1,000,000General Aggregate:\$2,000,000Products and Completed Operations Aggregate:\$2,000,000

The aggregate limit must apply per project. The form of coverage must be the ISO CG 00 01 policy as approved by the State of North Carolina Department of Insurance. If a form of coverage other than the CG 00 01 is used it must be approved by the Risk Manager for the City of Greenville. Any endorsed exclusions or limitations from the standard policy must be clearly stated in writing and attached to the Certificate of Insurance. Completed Operations coverage must be maintained for the period of the applicable statute of limitations. The City of Greenville must be added as an Additional Insured to the Commercial General Liability policy.

(b) <u>Automobile Liability Insurance (If Applicable)</u>:

Limit of Insurance: \$1,000,000 combined single limit. The City of Greenville must be added as an Additional Insured on the Commercial Auto Liability policy.

(c) Workers Compensation Insurance:

Limits of Insurance: Statutory for the State of North Carolina

Employers Liability:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee.
No sub-contractor may exclude	executive officers. Workers Compensation must include all employees.

- (d) <u>Cancellation</u>: Each certificate of insurance shall bear the provision that the policy cannot be canceled in less than 30 days after mailing written notice to the assured of such cancellation. The Insurance policies must be endorsed to reflect a 30 day notice of cancellation or material change in coverage be given to the City of Greenville.
- (e) <u>Sub-Consultants</u>: If any part of the services to be performed under this Contract is sublet, the sub-Vendor shall be required to meet all insurance requirements set forth in this Agreement. The parties stipulate that the Vendor will maintain each type of insurance set forth above at a coverage level equal to the amount set forth above for such type of insurance. However, nothing contained herein shall relieve the Vendor from meeting all insurance requirements or otherwise being responsible for the sub-consultant.

Indemnification.

(a) <u>Hold Harmless</u>: The Vendor shall, to the extent permitted under North Carolina law, indemnify and hold harmless the City and its officers and employees from and against all liabilities, damages, losses and costs that arise in any manner from, in connection with, or out of this Contract as a result of acts or omissions of the Vendor or any sub-consultant or other persons employed or utilized by the Vendor in the performance of this Contract except when such liabilities, damages, losses, and costs are proximately caused by or result from the negligence, in whole or in part, of the City or its independent Vendors, agents, officers or employees.

(b) <u>Survival</u>: This Section shall remain in force despite termination of this contract, whether by expiration of the term or otherwise, and termination of the services of the Vendor under this contract.

(c) <u>Compliance with law</u>: It is agreed that this Section shall be applied to the maximum extent allowed by law and limited only as necessary to comply with N.C.G.S. § 22B-1.

- (a) <u>E-verify Compliance</u>: The Vendor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Vendor utilizes a Subcontractor, the Vendor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, the Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.
- (b) <u>Iran Divestment Act</u>: Vendor certifies that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any actions causing it to appear on any such list during the terms of this contract, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on any list.

Attachments.

The following Attachments shall be a part of this contract:

- (a) RFP
- (b) RFP Addenda
- (c) Scope of Work

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in duplicate originals as of the day and year first above written.

CITY OF GREENVILLE:	Chosen Vendor:
BY:	BY:
TITLE: P.J. Connelly, Mayor	TITLE:
DATE:	DATE:

APPROVED AS TO FORM:

BY: Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control act.

BY: ____

Byron Hayes, Director of Financial Services

Account: Wildwood Park Playground

Attachment 1



TITLE/GENERAL	STE (GYUL ENGINEERING & LANDSCAPE ARCHITECTURAL) L0.0 COMPOSITE PLAN L0.1 DEMOLITION, IREE PROTECTION, EROSION & SEDMENITATION CONTRO, PLAN L1.1 LAYOUT A MATERIALS FANAL AND PANNE DIALABEMENTS L2.1 CARDING & DERANAGE PLAN L3.0 CONSTRUCTION SQUERCE, GRADING MA EROSION CONTROL NOTES L3.1 SELF INSPECTION, RECORD KEEPING AND REPORTING L3.2 GROUND STABLIZATION AND MATERIALS HANDLUNG L3.3 TRE PROTECTION, RECORD CANTROL, MOS STORM DRAINAGE DETALS L3.4 FLANTING FUND AND SOLEDULE L4.1 PLANTING FUND AND SOLEDULE L4.2 COUND FUND FUND AND SOLEDULE L3.4 FUNDING PLAN AND SOLEDULE	ARCH TECTURAL BCSI.T. BULLING CODE SUMMARY A1.1 LLOOR PLAN A2.1 REFLICTE OLIVING PLAN / ROOF PLAN A3.1 EXTEROR ELEVATIONS A4.1 NITEROR ELEVATIONS A5.1 SECTIONS A5.1 SECTIONS A8.1 SECTIONS	NTERORS N/A	STRUCTURAL S1.1 FONDATION PLAN, PLAN LEGENO, & PLAN NOTES S1.2 LOW FOOT FRANID PLAN & SECTORS S1.3 HOIS HOOF FRANID PLAN & SECTORS S2.1 FONDATION SECTORS & DETALS S2.2 FONDATION EETALS S3.1 STRUCT, DESIGN CONTERIA, GON, STRUCT, NOTES, SCHEDULES & ROOF SECTION	PLUMBINO PLI SOHEDULES AND DETALS PLI WASTE PLAN PL2 WATER PLAN	MECHANICAL MI.1 KECHANCAL PLAN	ELECTRICAL E.D.I SOREDULES & RISER E.D.Z. ELECTRICAL SITE PLAN E.J.I POREN PLAN EZ.I LIGHTING PLAN
	C3.1 UTUTY PLAN C4.1 UTUTY DETALS - WATER C5.1 UTUTY DETALS - SEWER		VENDOR	FRE PROTECTION			









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EXISTING TRAILHEAD SIGNAGE KIOSK

RIPARIAN BUFFER

PROPOSED

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EXISTING DIRT PATH

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NC Engineering License No. C-020 NC Architecural License No. 50213 NC Landscare Architectural License No. C-427

THE EAST GROUP







