

## **Recreation and Parks Department**

2000 Cedar Lane  
Greenville, NC 27858

### **Request for Qualifications (RFQ)**

*Issued: November 12, 2015*



#### **Inclusive Playground at Town Common**

Project Manager Contact Information:

Lamarco M. Morrison, Parks Planner  
City of Greenville  
Greenville Recreation and Parks Department  
Parks Division  
(252) 329-4242  
[lmorrison@greenvillenc.gov](mailto:lmorrison@greenvillenc.gov)

## 1. DEFINITIONS IN THIS RFQ

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**“City”** means the City of Greenville.

**“Statement of Qualifications”** or **“SOQ”** is the response of a person, firm, or corporation proposing to provide the services sought by this RFQ.

**“Proposer”** is the person, firm, or corporation that submits an SOQ.

**“Company”** is the Proposer with which the City enters into a contract to provide the services stipulated in this RFQ.

## 2. PURPOSE OF RFQ & SCOPE OF SERVICES

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In the Summer of 2015, Trillium Health Resources awarded the Greenville Recreation and Parks Department (GRPD) a grant in the amount of \$750,000 for the installation of an inclusive playground at Town Common. To meet the requirements of the grant, the City of Greenville is soliciting Statements of Qualifications (SOQ) from playground companies for the provision of the design and installation of an inclusive playground on a one acre site at Town Common. The project site is located at 105 East 1<sup>st</sup> Street, Greenville, NC 27834.

### 2.1. SCOPE OF SERVICES

The design of the inclusive playground shall include construction drawings, technical specifications, and a quote for construction. The Company to whom the contract is awarded shall prepare construction documents for the inclusive playground with the following program elements:

**2.2.1. CONTRACT DELIVERABLES** - The Company shall provide a site layout plan based on the program elements outlined in project scope in **Appendix B**. The Company shall verify all existing conditions and report any discrepancies to the the City. The site layout plan shall be prepared and submitted to the City for review, comment and approvals prior to moving forward with construction documents.

- a. Site Plan: As part of the playground site plan, the Company shall include ADA accessible walkways, landscape plan, and a material / equipment list for playground components. A preliminary cost estimate shall accompany the site plan to ensure budget control.

- b. Final Submittal: Based on the approved site plan, the Company shall submit sealed engineering drawings from a design professional registered in the State of North Carolina. One set of original sealed drawings shall be submitted to the Recreation and Parks Department for submitting to the Planning Division for approvals and permitting. Permits must be obtained prior to proceeding with construction.
- c. Construction: The Company shall provide all labor, equipment, supervision, tools, machinery, etc. for the complete construction of the project in accordance with plans and specifications approved by the City of Greenville. All site work shall include the following.
  - 1). Site preparation, staking, and grading required for the installation of the playground. Staking and layout shall be approved by Recreation and Parks prior to proceeding with installation.
  - 2). Foundation work, footings and concrete slab installation connections as per approved engineered drawings.
  - 3). Utility connections for electrical, water and sewer.

## **2.2. CITY RESPONSIBILITIES**

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The City of Greenville shall be responsible for:

- a. Arranging, scheduling, and providing facility space for meetings.
- b. Providing the Company with a topographic and boundary survey, and copies of relevant Town Common plans that can assist the Company's design. Note that the City can only provide those plans that are currently in existence, and is not responsible for plan information that is incorrect, incomplete, or out of date.
- c. Providing the Company with copies of relevant City of Greenville ordinances, design guidelines and existing plans of the project area.
- d. Providing access to the facility during normal business hours of operation.
- e. Submitting final construction documents to the Planning Division for approvals and building permits.

The City of Greenville shall work closely with the Company 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 consultant.

## 2.3. DESIGN GUIDELINES AND POLICIES

The following guidelines and policies are intended to assist the Company during the design development process with common policies, regulations, statutes and issues that may impact the project. These guidelines are derived from Local State and Federal laws, regulations and codes.

- 2.3.1. AMERICANS WITH DISABILITIES ACT (ADA) – The Company shall prepare the design development documents in accordance with the 2010 ADA Standards for Accessible Design, which provides that those facilities that are constructed or altered by, on behalf of, or for the use of public entity shall be designed, constructed or altered to be readily accessible to and usable by individuals with disabilities. The design and construction must meet or exceed the 2010 ADA Standards.
- 2.3.2. PROJECT BUDGET – The complete project budget for the inclusive playground is **\$750,000**. The City shall retain five percent of the project budget (**\$37,500**) for administrative costs related to surveying, permitting, construction testing and project contingency. The design and construction of the inclusive playground shall have a maximum price of **\$712,500**. The construction price shall include materials, labor, equipment, permits, and construction inspection / administration.
  - a. The Company shall work within the parameters of the design construction budget. No transition of funds from one task or another, or use of Specified or Unspecified Additional Services monies shall occur without prior written approval from the City.
  - b. The Company is responsible for recommending alternative selections, design parameters, proposed alignments, major project features, and special provisions etc. that follow City standard practices and meet the goals of the project.
  - c. The Company is responsible for recommending alternative selections, design parameters, proposed alignments, major project features, and special provisions etc. that follow City standard practices and meet the project goals outlined in Section 2.

### 3. SUBMITTAL REQUIREMENTS

Companies that are interested in providing the required services to the Greenville Recreation and Parks Department (GRPD) are invited to submit a Statement of Qualifications (SOQ), in electronic format only, to Lamarco. M. Morrison at [lmorrison@greenvillenc.gov](mailto:lmorrison@greenvillenc.gov). Any Company having an SOQ with more than 5 megabits should submit it using one of the following methods:

- a. Download the SOQ the City of Greenville ftp site at <ftp://ftp.greenvillenc.gov/> . To view this ftp site in Explorer: press Alt, click **View**, and then click **Open FTP Site in File Explorer**.

Use the Username **PublicUser**, Password is **publicuser**. Locate the folder labeled "**Town Common Inclusive Playground**", and drag your electronic SOQ to that folder. Make sure the name of your firm and contact information is labeled on or within your file.

or

- b. Email a link to your Company ftp site to download the SOQ. Include the required username and password along with your ftp address.

or

- c. Provide a link to download the SOQ via Dropbox.

or

- d. Provide a CD or thumb drive with the SOQ, via hand delivery or by shipping to 2000 Cedar Lane, Greenville, NC 27858

Each firm is solely responsible for the timely delivery of its SOQ. All SOGs must be received **by 2:00 pm local time on Wednesday, November 24, 2015**. It is the responsibility of the Proposer to confirm receipt of their SOQ, either by email or calling immediately after the SOQ has been submitted. The phone number is (252) 329-4242. ***No Qualification Packages will be accepted after this deadline.*** Company 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

RFQ Submitted and Advertisement .....	November 12, 2015
SOQs submitted .....	November 24, 2015
Evaluation procedure complete .....	November 30, 2015
Contract Negotiations .....	December 5, 2015
Council contract approval .....	December 10, 2015

### 3.2. FORMAT

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The SOQ should be divided into the individual sections listed below. Proposers are urged to include only information that is relevant to this specific project so as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of the RFQ and emphasize the Proposer's demonstrated capability to provide services of this type.

All requirements and questions should be addressed, and all requested data should be supplied. The City reserves the right to request additional information which, in its opinion, is necessary to validate that the Proposer's competence, number of qualified employees, business organization and financial resources are adequate to perform according to contract.

Minimum font size should be the equivalent of 11pt Times New Roman. One-inch margins are preferred. **The cover letter and Non-Collusion should appear before Tab 1.**

#### 3.2.1. COVER LETTER

The SOQ 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 SOQ on behalf of the legal name of company in response to the City of Greenville RFQ for the Town Common Inclusive Playground."

The cover letter should contain one of the following two paragraphs:

"With respect to all trade secrets that the Proposer may submit to the City in connection with this SOQ or the Contract, if the Contract is awarded to the Proposer, the Proposer shall comply with the section of the RFQ 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 SOQ 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 RFQ constitutes an invitation to bid or propose. The Company and its staff are prohibited from communicating with elected City officials and City employees regarding the RFQ or submittals from the time the RFQ 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 RFQ and/or the Qualification Package submitted by the Company. Violation of this provision by the Company and/or its agents may lead to the disqualification of the Company submittal from consideration. Exceptions to the restrictions on communications with City employees are detailed in **Section 3.4 of the RFQ**. 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, SOQs 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: \_\_\_\_\_*

### **3.2.3. PROJECT TEAM (TAB 1)**

Behind “Tab1” respond to the following requirements in the same sequence as listed:

- a). Identify the legal entity that would enter into the contract with the City and include location of company headquarters, local office location, type of business (sole proprietorship, partnership, or corporations), state of incorporation or organization, and the name and title of the person authorized to enter into an agreement.
- b). Identify the primary contact professional who would be assigned responsibility for this project and note their experience with projects of a similar scope. Also identify other assigned personnel, their qualifications and their location.
- c). For proposed sub-consultants, provide the name of each firm, the office location, contact name and telephone number, and the service to be provided.

### **3.2.4. RELEVANT EXPERIENCE (TAB 2)**

Provide a summary of Proposer's experience with projects of similar scope.

Behind "Tab 2", to be attached to the SOQ, include detailed information for a maximum of five previously completed projects by the Company that are similar in nature to this specific project, including, but not limited to, contracts with the City, currently in progress or having been performed in the past five (5) years comparable to this project as follows:

- List only projects **involving current staff** comprising your proposed team;
- List projects in **date order** with most recent project listed first.

Information should include a description of the project, scope of work, location of project and total project cost; client name and telephone number; and dates of project work. As part of the selection process the City may contact the Proposer's references. **Do not include your consulting fee as part of the project cost.**

### **3.2.5. METHODS AND PROCEDURES (TAB 3)**

The Proposal should provide a detailed methodology for accomplishing the entire project scope within this construction schedule. This project approach shall include additional suggestions that are not specifically requested in this RFQ, but are considered necessary to ensure the highest degree of safety, constructability, value and operation.

If your SOQ assumes that the City will take certain actions or provide certain facilities, data or information, state these assumptions explicitly.

### **3.2.6. MINORITY AND WOMEN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS (TAB 4)**

The City of Greenville is committed to an annual goal of 4% for Minority Business Enterprises (MBE) and 4% for Women Business Enterprises (WBE) participation for all professional services contracts. Teams must demonstrate a good faith effort to include MWBE firms. Please see **Appendix D** for applicable forms.



It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchases, and professional and personal service contracts. The City's MWBE goals for construction are 10% MBE and 6% WBE. The Design-Build team will be required to implement this MWBE policy on behalf of the owner for all phases of the construction project. Each submitter should provide a strategy for meeting the City's goals and describe their prior experience in this area. A formal strategy—subject to review--should be submitted after award.

### **3.3. LIMIT ON CLAIMS**

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

### **3.4. COMMUNICATION GUIDELINES AND QUESTIONS**

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Companies may submit written questions concerning this RFQ to the Project Manager for receipt no later than **5 pm local time on Friday, November 20, 2015**. Any questions about the RFQ should be submitted, in writing to:

Lamarco M. Morrison, Parks Planner  
City of Greenville  
Recreation Department  
PO Box 7207  
Greenville, NC 27834-7207

or via Email: [lmorrison@greenvillenc.gov](mailto:lmorrison@greenvillenc.gov)

or via fax: (252)329-4062

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

### **3.5. COMPENSATION**

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Compensation will be negotiated with the successful Proposer.

### **3.6. EVALUATION CRITERIA**

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It is the policy of the City that the selection of firms to provide professional services shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. GRPD shall conduct a fair and impartial evaluation of all submittals that are received in accordance with the provisions of this RFQ. GRPD will perform the evaluations, and shall put each SOQ submitted through a process of evaluation to determine responsiveness to all administrative and technical requirements of the RFQ.

The evaluation criteria are intended to be used to make a recommendation to the entity or person who will award the contract, but who is not bound to use these criteria or to award to a firm on the basis of the recommendation. Further, the City reserves the right to vary from this procedure as it determines to be in the City's interest. For example, the City may request clarification of any point in a firm's/team's Qualification Package or obtain additional information. All firms/teams who submit a Qualification Package will be notified of the selection committee's choice. Final approval of any selected firm/team is subject to the action of City Council.

#### **3.6.1. EVALUATION METHOD**

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

Analysis: The City's Project Manager will independently analyze each SOQ. Points will be assigned using the point-scoring schedule below as a guideline.

#### **3.6.2. POINT-SCORING SCHEDULE**

Qualifications will be evaluated using the minimum following criteria (Total possible points = 90):

##### **1). Proposer's Qualifications and Experience: 30 Points**

Verifiable technical capacity, experience on similar projects and an outstanding record of successfully completed projects. Past performance on City projects may be considered.

##### **2). Personnel Qualifications and Experience: 20 Points**

Proposer's principal(s), years of experience and number of years with the firm/company. Proposer's location and experience of personnel assigned to the project, their projected educational background, certification and licensing that are deemed to meet the project requirements.

**3). Project Approach: 20 Points**

Proposer's familiarity with, and understanding of the project and their ability to innovate upon and complete the work.

**4). Workload / Ability to meet Schedule: 20 points**

Proposer's current workload, number of active projects, and availability to work on this project.

**4. ADDITIONAL PROVISIONS OF THIS RFQ**

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A response to this RFQ should not be construed as a contract, nor indicate a commitment of any kind. The RFQ does not commit the City to pay for costs incurred in the submission of a response to this RFQ or for any cost incurred prior to the execution of a final contract. No recommendations or conclusions from this RFQ 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**

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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 RFQ 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 E, Section 6 of the Standard form of Agreement.**

**4.2. DISCRETION OF THE CITY**

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The City reserves the right to request substitutions of sub-consultants. The City reserves the right to contact any firm/team to negotiate if such is deemed desirable by the City. The City of Greenville reserves the right to reject any or all SOQs. 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 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 SOQ, whether or not something is stated to be mandatory and whether or not it is said that an SOQ will be rejected if certain information or documentation is not submitted with it, and (ii) to enter into an agreement for the work with one or more firms that do not submit an SOQ. For example, all deadlines are for the administrative convenience or needs of the City and may be waived by the City in its discretion.

## 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 SOQ.

**(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.

### **Inclusive Playground Program Elements**

The Company to whom the contract is awarded shall provide the design and installation of an inclusive playground designated one acre site at Town Common. The proposed playground shall have a river theme and include the following program elements as a minimum:

- 1). Playground structure w/shade structures for the 2 – 5 year old age group
- 2). Playground structure w/shade structures for the 5 – 12 year old age group.
- 3). Fifty foot long, dual tract Zip-line structure; one tract that is ADA accessible.
- 4). Merry-go-round structure
- 5). Music Panels and/or music instruments
- 6). Water feature with iconic structure (e.g. river species)
- 7). Liberty Swing or approved equal
- 8). Adult fitness/workout circuit
- 9). ADA accessible walks from parking area to playground
- 10). Stand-alone, ground level play structures with at least twenty five percent being ADA accessible.

**Refer to Appendix C for a map of the proposed site.**

### **Playground Design**

The Company shall submit a site layout plan to the City for final approval before proceeding with construction documents and specifications. Provide sealed engineering drawings and specifications to include but not limited to site civil plan, playground layout plan, grading and drainage plan, MEP plan, electrical plan, and site details.

Engineering plans and specifications must be approved by the City before proceeding with construction.



SITE AERIAL

