

# REQUEST FOR PROPOSAL

# Rosebrook Park Playground and Splash Pad June 16, 2025

## City of Roseville

## REQUEST FOR PROPOSAL

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## **SUBMITTAL GUIDELINES**

The City of Roseville is requesting proposals for the construction of the following Project: Rosebrook Park Playground Replacement and Splashpad. It is the responsibility of the proposer to verify receipt of documentation prior to submittal deadline. Late submittals will not be accepted.

## PROPOSALS MUST BE SUBMITTED NO LATER THAN

12:00pm CST, July 9, 2025

Late proposals will NOT be considered.

Do not submit copies to any other person or location.

## **Hard Copies:**

Parks and Recreation Office 2660 Civic Center Drive Roseville, MN 55113

Confirmation: Staff will provide submitter with a receipt confirming receipt of bid.

## OR

## **Electronic Copies:**

Email completed appendices to Dani Christensen <u>danielle.christensen@cityofroseville.com</u>. Electronic submittals must be in PDF format.

All proposals that are submitted will receive a confirmation email within one business day. If you do not receive a confirmation email, contact Dani at 651-792-7103 prior to the submittal deadline.

## **INQUIRIES**

The person designated below shall be the only contact for all inquiries regarding any aspect of this process and its requirements. All questions or inquiries should be sent via email. Do not contact any other employee or representative regarding this RFP unless specifically indicated or instructed to do so in writing by the person designated below.

Jim Taylor, Parks Superintendent (651) 792-7107 jim.taylor@cityofroseville.com

#### 1.1 QUESTIONS AND INQUIRIES

- Carefully read the information contained in this RFP and submit a complete response to all requirements specifications and directions, as directed.
- Respondents receiving this proposal other than directly from the City of Roseville are
  responsible for notifying the Contact for the RFP Inquiries that they are in receipt of a
  proposal package, and are responsible for providing a name, address, and e-mail in
  the event an addendum is issued.
- Only additional information provided by formal written addenda shall be binding. Oral
  and other interpretations or clarifications, including those occurring at the pre- proposal
  meeting, site visits, tours, etc. will be without legal effect.

## 1.2 TENTATIVE SCHEDULE OF EVENTS

Be advised that these dates are subject to change as the City deems necessary.

RFP Issued	June 16
Pre Proposal Education for Vendor/s *	June 20
Vendor/s questions and inquiries deadline	July 2
RFP Responses due date	July 9
Interviews	July 14
Clarification Phase Summary Meeting (Potential BV only)	TBD
Final Council Approval	TBD
Anticipated Notice to Proceed	July 25 (est)

<sup>\*</sup> The Pre Proposal Meeting is strongly recommended

11:00am - Friday, June 20 Microsoft Teams Meeting

Visit www.cityofroseville.com/parkrfp for additional meeting information.

This meeting will provide vendors with an overview of the process. Only proposals that correctly follow the proposal process will be considered.

Questions about material covered in the preproposal meeting will not be answered for vendors who do not attend the meeting.

Visit <u>www.cityofroseville.com/parkrfp</u> for meeting information.

#### 1.3 EVALUATION CRITERIA

• The vendor/s selected for an award will be the vendor/s whose proposal is responsive, responsible, and the most advantageous to the City, as determined by the City in its sole discretion. The City anticipates awarding to the best valued vendor. The vendor will be prioritized based on price, past performance of the vendor/s, and current performance capability as outlined in this document. The City anticipates that all vendors will have a fair and reasonable opportunity to provide service.

Evaluation criteria will be weighed according to the following categories:

CATEGORY	WEIGHT	CRITERIA
Responsiveness	Pass/Fail	Reference RFP Section 3.1
Milestone Schedule	Pass/Fail	Reference RFP Section 3.9
Preliminary Design Concept	200 Points	The preferred proposal will provide a design that is high quality, resilient, creative and effectively use the space. See Attachment D and Section 2.2
Risk Plan	100 Points	An effective risk plan will identify risks that are beyond the vendors control, and demonstrate the vendor's ability to effectively mitigate risk.
Project Capability	150 Points	An effective proposal will demonstrate the vendors ability to deliver the project on time and within the proposed budget. Factors include track record, capability claims, references, and quality of the presentation.
Cost	200 Points	Cost shall be listed on Attachment D.
Quality	150 Points	Past Performance, Previous Projects, Warranty Information
Value Added	100 Points	Proposer offers potential updates that showcase a thoughtful understanding of the project and can be useful to the City.
Interview	100 Points	Competence of project manager, ability to effectively articulate the vision from beginning to end, ability to effectively answer any committee questions/concerns.

#### 1.4 ISSUANCE OF RFP AND AWARD PROCESS

- Issuance of this RFP does not compel the City to award a contract. The City reserves the right to reject any or all proposals wholly or in part; to waive any technicalities, informalities, or irregularities in any proposal at its sole option and discretion. The City reserves the right to request clarification or additional information. The City reserves the right to award a contract in whole or in part, to award multiple contracts to multiple Respondents, to re-solicit for proposals, or to temporarily or permanently abandon the procurement.
- If the City awards a contract, it will award the contract to the Respondent whose proposal is the most advantageous to the City, as determined by the City in the exercise of its sole discretion.

## 1.5 PROPOSAL SUBMISSION

- Proposals will be accepted as outlined on Page 1 and must include all attachments outlined in Section 3.1.
- LATE SUBMISSION: Proposals received by the City after the Submittal Date and Time indicated on the Submittal Guidelines Page 1 **WILL NOT** be considered. The Respondent

assumes the risk of the method of dispatch chosen. Postmarking by the Submittal Time and date shall not substitute for actual proposal receipt.

 RESPONDENT'S OFFER – SIGNATURE AND CERTIFICATION FORM: The Respondent's Signature and Certification Form (Attachment A) must be signed by an authorized representative of your company. Include this signed document with the original proposal, and provide a copy of it with each copy of the proposal.

#### 1.6 OWNERSHIP OF PROPOSAL

 All materials submitted in response to this request become the property of the City, and may become a part of any resulting contract. Award or rejection of a proposal response does not affect this right.

## 1.7 RELEASE OF CLAIMS, LIABILITY, AND PREPARATION EXPENSES

 Under no circumstances shall the City be responsible for any proposal preparation expenses, submission costs, or any other expenses, costs, or damages of whatever nature incurred as the result of a Respondent's participation in this RFP process. The Respondent understands and agrees that it submits its proposal at its own risk and expense, and releases the City from any claim or damages or other liability arising out of the RFP and award process.

## 1.8 PUBLIC PROPOSAL OPENING

• The City will open the responses on the Submittal Date and Time indicated. Respondents may attend the proposal opening. Only the names of the Respondents will be made public at the opening.

#### 1.9 DURATION OF RESPONDENT'S OFFER

• The proposal constitutes an offer by the Respondent that shall remain open and irrevocable for the period specified on the Respondent's Offer – Signature and Certification Form (Attachment A).

#### 1.10 ERRORS IN PROPOSALS

The City shall not be liable for any errors in the Respondent's proposal. Except during
negotiations initiated by the City, no modifications to the proposal shall be accepted
from the Respondent after the Submittal Date and Time. The Respondent is
responsible for careful review of its entire proposal to ensure that all information is
correct and complete. Respondents are responsible for all errors or omissions
contained in their proposals.

#### 1.11 WITHDRAWING PROPOSALS

 Respondents may withdraw their proposal at any time prior to the Submittal Date and Time by submitting a written request to the Contact for RFP Inquiries indicated onthe Submittal Guidelines Page (Page 1). The written request must be signed by an authorized representative of the Respondent. The respondent may submit another proposal at any time prior to the Submittal Date and Time. No proposal may be withdrawn after the Submittal Date and Time without approval by the City. Such approval shall be based on the Respondent's submittal, in writing, of a reason acceptable to the City in its sole discretion.

#### 1.12 ADDENDUM

• The City reserves the right to issue an addendum to the RFP at any time for any reason. If any addenda are issued such addenda shall be issued by The City prior to the time that proposals are received and shall be considered part of the RFP.

#### 1.13 RESPONSES SUBJECT TO PUBLIC DISCLOSURE

- The City considers all information, documentation and other materials (collectively, "Materials" or "Items") submitted in response to this RFP to be of a non-confidential and/or non-proprietary nature, and therefore shall be subject to public disclosure after a contract is awarded. By submitting a proposal, the Respondent agrees to release the City from any liability resulting from the City's disclosure of such information. If submitting information in response to this RFP that you believe to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statute Section 13.37 (MGDPA), follow these instructions:
  - A. Clearly and conspicuously mark any Materials you believe to contain trade secret information.
  - B. Enclose such Materials in a separate envelope, which itself is clearly and conspicuously marked "Confidential."
  - C. Include in the envelope an attorney's opinion for each item indicating the legal basis for regarding it as trade secret under the MGDPA.
- Your proposal may be rejected by the City in the exercise of its sole discretion if any of these three requirements are not met. The Respondent also agrees to defend any action seeking release of the Materials believed to be trade secret, and indemnify and hold harmless the City, its Regents, agents, and employees from any judgments or damages against the City in favor of the party requesting the Materials and any and all costs connected with that defense. Additionally, the Respondent understands and agrees that in the event a request is made under the MGDPA, the City will notify the Respondent of such request, but under no circumstances shall the City be required to commence or defend any action to prevent the disclosure of any Materials which the Respondent believes to be trade secret or confidential.

## 1.14 RESPONSIBLE PROPOSERS (RESPONDENTS)

 The City reserves the right to award project contracts only to the responsible respondents. Responsible respondents are defined as companies that meet the requirements of this RFP and demonstrate the financial ability, resources, skills, capability, willingness, and business integrity necessary to perform the contract. The City's determination of whether a Respondent is a responsible respondent is at the City's sole discretion.

#### 1.15 NOTIFICATION OF AWARD

- If the City makes an award as a result of this RFP process, the City will deliver to the selected Respondent a notice of selection. The resulting project contract shall consist of (but not limited to):
  - a. The terms, conditions, specifications, and requirements of this RFP and its attachments,
  - b. Any addenda issued by the City pursuant to this RFP,
  - c. All representations (including, but not limited to, representations as to performance, and financial terms) made by the Respondent in its proposal and during any interview(s), meeting(s), or presentation(s) or demonstrations for the benefit of the City,
  - d. Any mutually agreed upon written modifications to the terms, conditions, specifications, and requirements to his RFP or to the proposal,
  - e. Risk Assessment and Value Added Plan
  - f. The Quality Control Plan
  - g. Proposal Form

## 1.16 SUBCONTRACTING

Unless otherwise agreed to in writing by the City, the successful Respondent(s) shall be
responsible for the performance of any subcontractors. Use of subcontractors in the
performance of the contract is subject to City consent. The awarded vendor must ensure that
any subcontractors abide by all terms and conditions of the contract.

## SECTION 2 - BACKGROUND / SCOPE OF WORK

## 2.1 BACKGROUND

## **Parks and Recreation Mission Statement and Promise**

#### Parks and Recreation Mission Statement

Providing diverse programs and facilities, sustaining park lands and preserving natural resources for today's citizens and future generations.

## • Community Promise

As citizens and customers you deserve the best possible service, programs and facilities. We, the Roseville Parks and Recreation staff, promise to do everything possible to cheerfully and respectfully serve you by providing clean, safe facilities; enjoyable, safe programs; and timely and effective service, which includes listening and responding to your suggestions and concerns.

## **Parks and Recreation System Profile**

Roseville Parks and Recreation maintains 33 parks, 689 acres of parkland and open space, 67 miles of trails and walkways; manages a variety of recreation, leisure and sport facilities and offers thousands of recreation and leisure programs and special events annually. Roseville is a suburban community of 36,254, located in the northern Minneapolis/St. Paul metropolitan area. Located on two major highways (I-35W & State Highway 36), it borders both Minneapolis and St. Paul, and is a short commute to either downtown area. Roseville is considered the retail and commercial hub of the northeast suburban area. Roseville was incorporated as a city in 1948 with a population of 4,589. The City experienced dramatic growth in both population and commercial development in the 1950s and '60s. Since then, the City has shifted its focus from planning to redevelopment and preservation. Today Roseville is a mixed-land use community with established neighborhoods, ample open space, and vibrant retail and commercial development.

Roseville Parks and Recreation is a dynamic organization that works to develop, plan, promote and manage a variety of recreation activities and facilities to meet community preference and needs. Roseville Parks and Recreation understands that quality of life is vital to the residents of Roseville. The many facilities and numerous recreation programs and special events contribute directly to the health and well-being of the entire community.

## 2.2 DETAILED SCOPE OF WORK

The City of Roseville is completing a substantial update to Rosebrook Park. The updates include:

- Removal outdated play structure
- Removal of outdated wading pool and support building (outside of this scope)
- Installation of a new parking lot (outside of this scope of work)
- Installation of a new playground of similar or better play value
- Installation of a new recirculating and UV filtered splash pad.

The scope of this RFP includes the splash pad, playground, sitework, and flatwork related to the splashpad and playground area (as noted shown in exhibit 1.1 and 1.2). The pool demolition, parking lot installation and landscaping will be a bid in a separate proposal package.

#### **Current Site Conditions**

Rosebrook Park is an 8-acre park located at the corner of County Road C and Snelling Avenue but is only accessible by vehicle via Fry Street. The park contains two full-size lighted soccer fields, tennis courts, a gathering building with exterior bathrooms (opened in 2015), a mid-sized playground, and a 50 by 30-foot wading pool. It is identified as a "community park" in the Parks and Recreation System Master Plan, meaning that it has recreational opportunities that will be of interest to the whole community, as opposed to primarily the immediate neighbors.

The proposed location of the splash pad (where the playground is currently located) and future playground has some water issues (flooding) during heavy rains.

The park building on site was built in 2016 and will remain on site. There is an approximately 15' x 4' storage room adjacent to the proposed splash pad that could be used for some small mechanical. Tours of this space are available by request.

The scope of this work focuses on the installation of a new splash pad and playground, as outlined in the Draft Concept 1 and 2.

## The services will include the following

- 1. Neighborhood engagement: successful vendor will participate in at least two neighborhood design meetings to receive feedback from the neighborhood about their proposed design and discuss options with them.
- 2. Propose specific methods and designs for installation of the splash pad and playground, including fixtures, equipment, surfacing.
- 3. Work with City contracted architect (LHB) to integrate proposed splash pad and playground into final site plan.
- 4. Complete all installation of flatwork associated with the final design.
- 5. The play structure and all components must meet all CPSC guidelines. The structure must meet ADA standards. This includes the provision of accessible safety surface leading to access points, and more if the budget supports it.
- 6. The playground shall include some shade structures, explicitly itemized, to mitigate heat on site.
- 7. The splash pad will be a <u>recirculating system</u> and contain a <u>UV disinfecting system</u>. The splash pad design and proposed budget shall include all required infrastructure and equipment, including support building/structures.
- 8. Design, build and installation of all support structures related to the splash pad.
- 9. Work with City staff to identify and document the highest value standards for play area construction and implementation. These may include safety surface, play pan construction, amenities, shade structures, fencing, accessibility methods, and other features of play areas using current play philosophies and methods of creating safe, engaging, and compelling play experiences.
- 10. Recommend options for re-use, recycling, or disposal of existing equipment to be replaced, considering economic, environmental, and social factors.
- 11. Identify any purchasing programs that could be utilized to maximize value for the City.
- 12. Define a construction schedule. The City prefers a final completion date not later than June 1, 2026.
- 13. Provide an operations and maintenance manual including manufacturer's detail sheets for each component included in the construction; the manual shall be submitted in draft form for review by City staff; the project shall not be considered complete and any warranty periods shall begin until the manual has been approved by City staff.

- 14. Proposals shall be accepted for complete turnkey play areas and shall include all play components, site work, play area curbs and paths/walks, drainage systems, safety surfacing, and other related components and the installation of all components. The work shall include construction fencing sufficient to protect the public from construction activities and equipment, to prevent public access to the construction site, and to maintain construction site safety. The contractor shall also be responsible for erosion control, protection of existing improvements intended to remain, and procurement of any permits required for construction of the improvements.
- 15. Unimpacted areas of Rosebrook Park including the park building, soccer fields, tennis courts, and green space will remain open during construction. The selected vender must coordinate their work with Parks and Recreation staff to limit impact to the programs and services offered at Rosebrook Park.
- 16. Coordinate planning and installation efforts in concert with Park and Recreation Staff,. Utilize City of Roseville Parks Superintendent as much as possible to keep cost to the City down. Identify the role of the Parks Superintendent in the neighborhood engagement process, design, and implementation of play areas considering ways in which the greatest value can be achieved in the play area improvements."

## **Anticipated Budget**

The anticipated budget for this scope of work is \$680,000.

## **Services Provided by City**

The City of Roseville will provide the following:

- 1. Technical assistance and information as requested
- 2. Input and review as requested
- 3. Staff liaison
- 4. Electronic base maps and survey of existing conditions for current Playground area
- 5. Mailings to neighborhoods and constituents

The City Parks and Recreation Division will provide primary support for the vendor/s. The Parks and Recreation Director and the Parks Superintendent will be heavily involved in the entire process and will collaborate with the Respondent at all levels. Other City Staff will be involved as appropriate, i.e. City Communications will be involved in coordinating public awareness, recreation program staff will be involved in identifying trends, obstacles, communicating public meetings, etc. The City of Roseville has several media outlets, including a web site, social media and City newsletters among other methods that may be used to keep the public informed on the process. Because of the publication deadlines, communications to the public will often need to be planned well in advance.

#### 2.3 PREVAILING WAGE

This contract is <u>state funded and</u> subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned <u>prevailing wage requirements</u> may result in civil or criminal penalties." The applicable prevailing wage rates and requirements are attached as Exhibit C in the draft contract documents.

Vendors will be required to submit prevailing wage worksheets and payroll with each request for payment.

## 2.4 DELIVERABLES

The vendor/s is expected to deliver fully operational "turnkey" projects per standards and schedule as outlined above. As the projects move forward through the vendor's design process, we will require final approval from the City. This approval will serve as the "goahead" for the construction process and production of final project deliverables. The deliverables shall include:

- 1. Turnkey play area
- 2. Turnkey splash Pad
- 3. Flatwork associated with the approved final concept including curbs, walkways, and containers.
- 4. All necessary support structures related to the splash pad.
- 5. Staff training on operation and maintenance of the splash pad
- 6. Electronic "As Built" drawings
- 7. Supply City warranty information

## **Project Schedule**

Once the vendor or vendors have been selected, the actual planning schedule will be solidified for each project. An implementation schedule has been proposed as a part of this RFP. This proposed schedule shall be used as a basis to provide a detailed schedule for neighborhood meetings and implementation of play areas. Vendor/s shall provide a detailed work plan that addresses all major tasks and milestones to be accomplished throughout the process. The City desires complete installation no later than June 1, 2026.

#### **Task Timeframe**

It is expected that upon a contract award the vendor/s will begin work immediately in a manner that is consistent with the final work plan developed in cooperation with and approved by the City of Roseville. The final work plan will include detailed methods and milestones, incorporate expectations described in the RFP, and the scope of work.

## 2.5 TERMS AND CONDITIONS

The selected Respondent will enter into a contract substantially similar to the example below with the City of Roseville. The contract shall be effective from the date it is entered into until full completion and required approval of the above deliverables. Respondents should clearly identify any proposed deviations from the contract terms and conditions in their proposal response.

Example contract

## CITY OF ROSEVILLE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made on the \_\_\_\_\_ day of 20\_\_\_, between the City of Roseville, a Minnesota municipal corporation (the "City"), and [NAME OF CONTRACTOR] ,a [TYPE OF ENTITY] (the "Contractor", each a "Party" and together the "Parties").

- 1. Scope of Work. The Contractor agrees to provide the professional services described in Exhibit A ("Work") which is attached to this Agreement and incorporated by this reference. All Work provided by Contractor under this Agreement shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professional consultants currently providing similar services.
- **2. Term and Termination**. The term of this Agreement will commence on [DATE]. Unless extended by written agreement of the Parties, this Agreement will terminate no later than [DATE], or upon completion of the Work, whichever occurs first. This Agreement may be terminated earlier by the City with or without cause, by delivering, a written notice at least thirty (30) days prior to the date of such termination to Contractor. The date of termination shall be stated in the notice. Upon termination the Contractor shall be paid for services rendered and eligible reimbursable expenses incurred by the Contractor through and until the date of termination. If the City terminates this Agreement for cause, the notice shall so-state, and no further payment shall be due to the Contractor following the delivery of the termination notice.
- 3. Compensation for Work. The City agrees to compensate Contractor the in accordance with **Exhibit B** attached hereto for the Work. Any changes in the Work which may result in an increase to the compensation due the Contractor shall require prior written approval of the City.
- **4. Method of Payment**. Following the conclusion of each calendar month, Contractor must submit an itemized invoice detailing actual hours worked and actual expenses incurred for Work performed under this Agreement during the previous month. Invoices submitted shall be paid in the same manner as other claims made to the City. Invoices shall contain the following:
  - a. For compensation based on hours worked by various individuals, for each individual, their name, job title, the number of hours worked, rate of pay and description of the Work performed. For reimbursable expenses an itemized listing including, as applicable, receipts for such expenses.
  - b. Upon request of the City, Contractor must also provide the City's project number, a progress summary showing the original (or amended) amount of the Agreement, the current billing, past payments, the unexpended balance due under the Agreement.
- **5. Representatives and Notices**: The below-named individuals will act as the representatives of the Parties with respect to the work to be performed under this Agreement. Any termination notice issued under this Agreement shall be either hand delivered or sent by U.S. Mail to the belownamed individuals:

To City:	To Contractor:
City of Roseville	
2660 Civic Center Drive	
Roseville, MN 55113	
Attn: [NAME_TITLE]	Attn·

- **6. Assignment or Subcontracting**. Unless noted otherwise in Exhibit A, the Contractor shall not assign or enter into subcontracts for services provided under this Agreement without the written consent of the City. If subcontracts are approved and entered into, the Contractor shall promptly pay any subcontractor involved in the performance of this Agreement as required by, and the Contractor shall otherwise comply with, the State Prompt Payment Act.
- 7. Independent Contractor. All Work provided pursuant to this Agreement shall be provided by Contractor as an independent contractor and not as an employee of the City for any purpose. Any and all officers, employees, subcontractors, and agents of Contractor, or any other person engaged by Contractor in the performance of the Work pursuant to this Agreement, shall not be considered employees of the City. Contractor, its employees, subcontractors, or agents shall not be entitled to any of the rights, privileges, or benefits of the City's employees, except as otherwise stated herein.
- **8. Compliance with Laws and Regulations**. The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations in the performance of the Work.
- 9. Non-Discrimination. During the performance of this Agreement, the Contractor shall not discriminate against any person, contractor, vendor, employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Contractor shall post in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Contractor shall incorporate the foregoing requirements in all of its subcontracts for Work done under this Agreement and will require all of its subcontractors performing such Work to incorporate such requirements in all subcontracts for the performance of the Work. The Contractor further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act.
- **10. Data Practices Act Compliance**. Contractor acknowledges that all data provided, produced, or obtained under this Agreement shall be protected, maintained, and administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (the "Act"), and that with regard to such data Contractor must comply with the Act as if it were a government entity. Contractor will immediately report to the City any requests from third Parties for information relating to this Agreement.

- **11. Audit Disclosure**. Under Minn. Stat. § 16C.05, subd. 5, Contractor's books, records, documents, and accounting procedures and practices relevant to this Agreement, including books and records of any approved subcontractors, are subject to examination by the City and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years after the termination of this Agreement.
- 12. Indemnification. The Contractor agrees to defend, indemnify and hold the City, and its mayor, councilmembers, officers, agents, employees, and representatives harmless from and against all liability, claims, damages, costs, judgments, losses and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from any negligent or wrongful act or omission of the Contractor, its officers, agents, employees, contractors and/or subcontractors, pertaining to the performance or failure to perform the Work. Nothing herein shall be construed as a limitation on or waiver of any immunities or limitations on liability available to the City under Minnesota Statutes, Chapter 466, or other law.
- **13. Insurance**. Prior to starting the Work and during the full term of this Agreement, the Contractor shall procure and maintain, at Contractor's expense, as follows:
  - a. Workers Compensation insurance for all employees performing Work under this agreement in accordance with Minnesota law The Contractor shall also provide Employer's Liability Insurance with minimum limits as follows:
    - \$500,000 Bodily Injury by Disease per employee
    - \$500,000 Bodily Injury by Disease aggregate
    - \$500,000 Bodily Injury by Accident

If Minnesota Statutes, Section 176.041 exempts the Contractor from Workers' Compensation insurance, the Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes the Contractor from the Minnesota Workers' Compensation requirements.

b. [CHECK WITH CITY ATTORNEY] Professional/Technical (Errors and Omissions) Liability Insurance

For contractors providing professional services as determined by the City, the Contractor is required to maintain Professional Liability (Errors and Omissions) Insurance that provides coverage for all claims the Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to the Contractor's professional services required under the contract.

The Contractor is required to carry the following minimum limits:

- \$2,000,000 per occurrence
- \$2,000,000 annual aggregate

The retroactive or prior acts date of such coverage shall not be after the effective date of the contract and the Contractor shall maintain such insurance for a period of at least two (2) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by the Contractor to fulfill this requirement.

- c. Commercial General Liability Insurance: The Contractor is required to maintain Commercial General Liability Insurance protecting it from claims for damages for bodily injury, including death, and from claims for property damage, which may arise from operations under the contract. This policy shall have no coverages removed by endorsement. Insurance minimum limits are as follows:
  - \$1,500,000 per occurrence
  - \$2,000,000 annual aggregate
  - \$2,000,000 annual aggregate Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability

The City, including its elected and appointed officials, employees, and agents, must be endorsed as an Additional Insured using ISO Form CG 20 10 or equivalent for Ongoing Operations and ISO Form CG 20 37 or equivalent for Products/Completed Operations.

d. Business Automobile Liability Insurance.

The Contractor is required to maintain Business Automobile Liability Insurance protecting it from claims for damages for bodily injury, including death, and from claims for property damage resulting from the ownership, operation, maintenance or use of all autos which may arise from operations under the contract. Insurance minimum limits are as follows:

- \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage
- The following coverages shall be included: Owned, Hired, and Non-owned Automobiles.
- e. Additional Insurance conditions:
  - The Contractor's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the Contractor's performance under the contract.

- An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the contract.
- All insurance shall be provided on an occurrence basis and not on a claims-made basis, except professional liability insurance or other coverage not reasonably available on an occurrence basis; provided that all such claims-made coverage is subject to the approval of the City Attorney.
- Any insurance limits in excess of the minimum limits shall be available to the City.
- All policies, except professional liability, shall be endorsed with a waiver
  of subrogation in favor of the City, including its elected and appointed
  officials, employees, and agents for losses arising from activities under
  the contract.
- Deductibles and self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related expenses within the deductible and retention.
- The Contractor is required to submit a Certificates of Insurance acceptable to the City as evidence of the required insurance coverage requirements.
- The Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' written notice for non-payment of premium.
- The Contractor is responsible to review and ensure all subcontractors comply with the insurance provisions contained herein and said insurance is maintained as specified.
- If the City authorizes the Contractor to be self-insured, a Certificate of Self-Insurance must be attached.
- The Contractor shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota, or as approved by the City.
- The City reserves the right to immediately terminate the contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor.
- All insurance policies must be open to inspection by the City, and copies of policies must be submitted to the City's authorized representative upon written request.
- The City's failure to approve or disapprove the Contractor's policies or certificates shall not relieve the Contractor of full responsibility to maintain the required insurance.
- If the coverage period shown on the Contractor's current certificate of insurance ends during the duration of the project, the Contractor must, prior to the end of the coverage period, obtain a new certificate of insurance showing that coverage has been extended.

- No representation is made that the minimum insurance requirements are sufficient to cover the obligations of the Contractor under the contract.
- Contractor must provide a copy of: (i) a certification of insurance satisfactory to the City, and (ii) if requested, the Contractor's insurance declaration page, riders and/or endorsements, as applicable, which evidences the compliance with this Paragraph, must be filed with the City prior to the start of Contractor's Work. Such documents evidencing insurance shall be in a form acceptable to the City and shall provide satisfactory evidence that the Contractor has complied with all insurance requirements.
- 14. Ownership of Documents. All plans, diagrams, analysis, reports and information generated in connection with the performance of this Agreement (the "Information") shall become the property of the City, but the Contractor may retain copies of such documents as records of the services provided. The City may use the Information for any reasons it deems appropriate without being liable to the Contractor for such use. The Contractor shall not use or disclose the Information for purposes other than performing the Work contemplated by this Agreement without the prior consent of the City.
- 15. Conflicts. No salaried officer or employee of the City and no member of the City Council of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision shall render this Agreement void.
- **16. Waiver**. Any waiver by either Party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement or either Parties' ability to enforce a subsequent breach.
- 17. Governing Law. This Agreement shall be controlled by the laws of the State of Minnesota. Any disputes, controversies, or claims arising under this Agreement shall be heard in the state or federal courts of Minnesota and the Parties waive any objections to jurisdiction.
- **18. Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be considered an original.
- **19. Severability**. The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.
- **20. Entire Agreement**. Unless stated otherwise in this, the entire agreement of the Parties is contained in this Agreement. This Agreement supersedes all prior oral agreements and negotiations between the Parties relating to the subject matter hereof as well as any previous agreements presently in effect between the Parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the Parties, unless otherwise provided herein.

(The remainder of this page has intentionally been left blank.)

IN WITNESS WHEREOF, the undersigned Parties have entered into this Agreement as of the date set forth above.

CITY OF ROSEVILLE	[CONSULTANT]
By:	By:
Mayor	Its:
By:	By:
City Manager	Its:

## **SECTION 3 - STRUCTURE AND CONTENT OF SUBMITTAL**

## 3.1 REQUIRED SUBMITALS AND FORMATTING REQUIREMENTS

- Respondents must prepare submissions that follow the format and sequence specified in this RFP. This includes adherence to the format of any attachments.
  - ✓ Attachment A: Respondents Signature and Certification Form
    - Please use the enclosed form.
  - ✓ **Attachment B**: Respondents Profile
    - Please use enclosed form.
  - ✓ Attachment C: Exceptions to Award Terms and Conditions
    - Please use the enclosed form
  - ✓ **Attachment D**: Proposal Form and Budget
    - Proposers are encouraged, but not required, to use the enclosed form. The total attachment shall not exceed four (4) pages. If a proposer choses to use their own format, the proposer is responsible to clearly and unambiguously answer each question listed on Attachment D.
  - ✓ Attachment E: Risk Plan
    - Use the attachment format. Do not exceed two pages. Ensure that each risk includes a proposed solution and documented performance capability.
  - ✓ Attachment F: Project Capability Plan
    - Use the attachment format. Do not exceed two pages.
  - ✓ Attachment G: Value Added Plan
    - Proposer may use the enclosed document or their own format. Each possible value add shall include the cost impact, and schedule impact.
  - ✓ Attachment H:- References
    - Include three references
  - ✓ Attachment I: Statement of Non-Collusion
    - Use enclosed form.
  - ✓ Attachment J (Optional): Vendors may submit preliminary schematics/renderings, not exceeding 10 pages.
  - ✓ **Milestone Schedule:** Please include a milestone schedule.

#### 3.2 PROPOSAL INFORMATION

- The Respondent will prepare and submit a proposal that includes of the attachments listed in section 3.1. Proposals shall include information about how the vendor would approach both of preliminary concepts (exhibit 1.1 and 1.2). A preferred proposal will show the proposers expertise in planning, design, incorporation of community engagement, and installation.
- Rendering, schematics, and a more detailed itemized budget are recommended, but not required (Attachment J).

#### 3.3 RISK PLAN

Respondent should list and prioritize major risk items on this project that could cause

the Respondent's "vision" or "plan" to deviate or not meet the expectations of the client (i.e. risks that the Respondent <u>does not control</u>). This includes sources, causes or actions that are beyond the scope of the contract that may cause cost increases, delays, change orders, or dissatisfaction from the Owner. Do not include in this submittal any risks caused by a lack of the Respondent's technical competency. The risks should be described in simple terms so that non-technical personnel can understand the risk. The Respondent must also explain how they will mitigate, manage, and/or minimize the risk from occurring. A mitigation and management plan with supporting documented performance references is required for a high rating from the selection committee. This performance information may include where the mitigation plan was used previously, and the impact on performance in terms of customer satisfaction and the number of times it was used and successful.

#### Evaluation

• The Evaluation Committee will review and rate each Risk Plan document. To receive a high rating, the Respondent must support / document their capability to mitigate, manage, and minimize the risk with either verifiable performance metrics or best value practices with performance measurements references. A submittal that does not support a claim of risk mitigation with performance measurements (previous job customer satisfaction measurements, scope of the measured projects, on time and on budget percentages, deviation rates or a combination of performance measurements that support the claim) may not help the Respondent to gain a high rating.

## 3.4 PROJECT CAPABILITY PLAN

• The Respondent must submit Attachment F. The Project Capability Plan is to allow the Respondent to differentiate their capability to meet the requirements of this project with a plan that meets time and cost goals. The Respondent must also identify their "vision" or "plan" on the alignment of their expertise over the duration of the project, minimizing risk by tracking time and cost deviation of the project as a capability. The Respondent should also address cash flow and disbursements on the project, and how it is integrated into the schedule. All activities associated with capabilities listed in the Plan must be included in the Respondent's base cost and schedule.

## Evaluation

• The Evaluation Committee will review and rate each Project Capability Plan. The evaluators will not be provided with names or any other information prior to evaluating the Plan (to minimize any personal bias). To receive a high rating, the Respondent must use either verifiable performance metrics or best value practices with performance measurements references. The performance information is the documentation that supports the Respondent's claims and which will lead to a high rating.

## 3.5 VALUE ADDED PLAN

- The Respondent must submit Attachment. G. The Value Added Plan provides Respondents with an opportunity to identify any value added options or ideas that may benefit the Owner. These options or ideas may also be referred to as additional or optional services. Where applicable, the Respondent should identify:
  - 1) what the client may have excluded or omitted from its scope; and 2) how these options or ideas have been successful through verifiable performance information and/or best value practices. The Respondent should identify and briefly describe any

options, ideas, alternatives, or suggestions to add value to this project, and indicate how the items will increase or decrease cost (note: a Value Added option <u>must</u> have an associated cost impact). All items should be listed in terms of a proposed dollar amount for the value add (either addition or subtraction). <u>The ideas identified in the VA Plan must NOT be included in the Respondent's Total Cost</u>. If applicable, the Respondent should identify if the Value Added claim increases or decreases schedule.

#### Evaluation

The Evaluation Committee will review and rate each Value Added Plan. The
evaluators will not be provided with names or any other information prior to evaluating
the Plan (to minimize any personal bias). To receive a high rating, the Respondent
must support value-added options or ideas with either verifiable performance metrics
or best value practices with performance measurements references.

## 3.6 INTERVIEWS

- The City may shortlist (if necessary) the top rated Respondents. The shortlisted Respondents will be required to participate in an interview period. Each Respondent should be prepared to discuss and substantiate any area of its proposal, its own proposals for the services required, and any other area of interest relevant to its proposal. The City may interview all critical team members, including (but not limited to) the project manager.
- The Owner may also request to interview additional personnel.

## 3.7 MILESTONE SCHEDULE

 The Respondent will prepare and submit information regarding their proposed milestone schedule for the Project. Respondents milestone schedule shall assume a fully executed agreement on July 7, 2025 and at least two community engagement meetings prior to the final design and construction. The City prefers that a project completion by June 1, 2026 but would like to leverage vendor expertise to determine if that is possible.

The milestone schedule is not weighted, nor rated by the Evaluation Committee, but the milestone and detailed schedules will be reviewed and clarified during the Clarification Phase. Failure to complete may result in disqualification.

## SECTION 4 - SELECTION OF BEST VALUED CONTRACTOR

#### 4.1 ANALYSIS OF PROPOSALS

- All responsive Respondents will be evaluated based on the criteria outlined in Sections 1.3 and 3. The City may use a decision making tool to assist them in analyzing and prioritizing the Respondents based on the submitted information. All responsive proposals will be evaluated based on the criteria and weights outlined in Section 2.3. The City will initially evaluate each project separately.
- The City will determine the potential best-valued Respondent who, in the sole judgment of the City, best meets the requirements of the project. The City reserves the right to clarify or seek additional information on any proposal. The City also reserves the right to re-scope the project, waive irregularities and informalities, and/or cancel and reject all proposals.
- The City shall use a simple linear relationship model to assist in analyzing and prioritizing the proposals based on the submitted information. This model will assign the most points to the Respondent with the best score in each criterion, and fewer points to the other Respondents (based on their relative distance from the best). See the example below (this is only an example).

## 4.2 IDENTIFICATION OF POTENTIAL BEST VALUE

- After prioritizing all of the Respondents by project, the City will identify the potential best valued vendor/s in the following manner:
  - 1) If the highest ranked vendor's Total Cost is within budget and their cost is not more than 15% higher than the next highest ranked consultant's Total Cost, then they will be invited to the Clarification Phase.
  - 2) If the highest ranked consultant is within budget, but is greater than 15% of the second highest ranked consultant's Total Cost, the City reserves the right to invite the second highest ranked consultant to the Clarification Phase.
  - 3) If the highest ranked consultant's Total Cost is over-budget, the City reserves the right to proceed to the highest ranked consultant within the budget (or the City may seek additional funding to proceed with a Consultant that is over the budget).
  - 4) If all of the consultants' Total Costs are over-budget, the City may: obtain additional funds, re-scope the project, or cancel the project.
- If any proposal has a Total Cost that is greater than 15% above or below the average Total Cost of all proposals, the City reserves the right to not consider the proposal.

## 4.3 CLARIFICATION PHASE

#### Overview

The Clarification Phase is carried out prior to the signing of the contract. The City's objective is to have the project completed on time, without any Respondent cost increases or delays, and with high customer satisfaction. At the end of the project, the City will evaluate the performance of the Respondent based on these factors, so it is very important that the Respondent pre-plans the project to ensure there are no surprises.

It is the Respondent's responsibility to ensure it understands the scope of the project and clearly identify what they are delivering, and to manage and mitigate the risk of the project. It is the City's responsibility to ensure that it conveys any potential concerns and issues before the contract is signed.

The Clarification Phase provides the Respondent with an opportunity to identify "what is in" and "what is out" of their proposal. This is attached with a milestone schedule and a cost. The City has the right to accept or deny this proposal. The City also has a right to identify their perceived risks, concerns, and issues which it will require the Respondent to mitigate and manage. The major products of the Clarification Phase include the scope of the project, the milestone schedule, the Risk Management Plan (RMP) and the cost breakout of the project.

In many cases, one of the Respondent's biggest risks (in terms of delivering the service with high satisfaction) is the client. Therefore, it is in the Respondent's best interest to identify any issues or concerns ahead of time during the Clarification Phase. The Respondent should minimize their risk by creating documentation that assists them to be proactive in mitigating risk.

## **Pre-Planning and Coordination**

Respondents may be required to provide the City with supporting documentation of any information listed in their submittals before entering the Clarification Phase. Once the potential best value Respondent is notified, the City may provide a list of risks identified by the other Respondents and a list of any City issues or concerns.

The City requires that the Respondent conduct a Kick-Off Meeting to present their proposal, the milestone schedule, their risk management plan (RMP), and to seek additional issues or concerns that the City may have.

## **ATTACHMENTS & EXHIBITS**

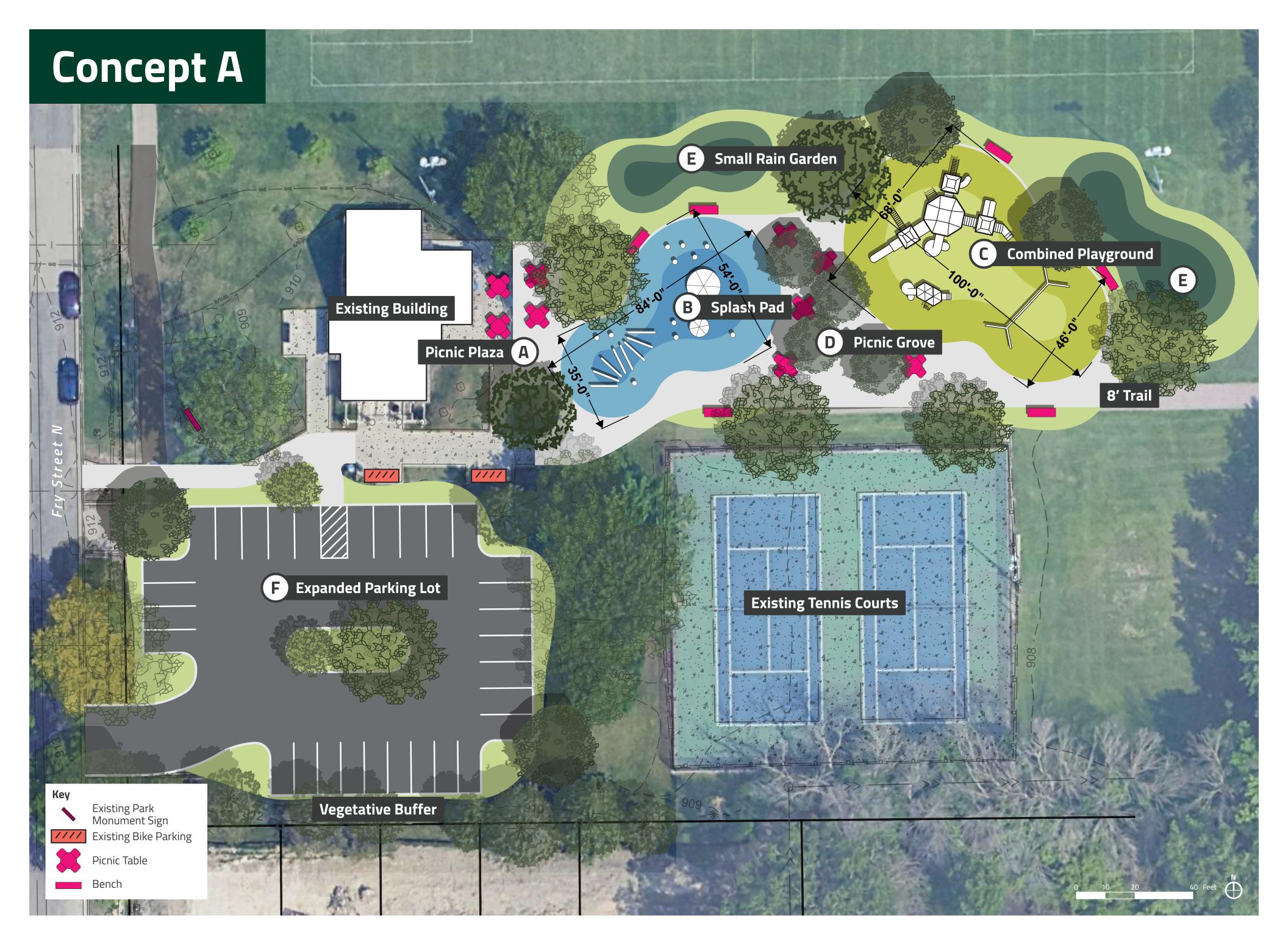
## EXHIBIT 1.1 & 1.2: Preliminary Site Concepts

Attachments to Be Submitted (Word Version Available at https://www.cityofroseville.com/890/Bids-RFPs-RFQs)

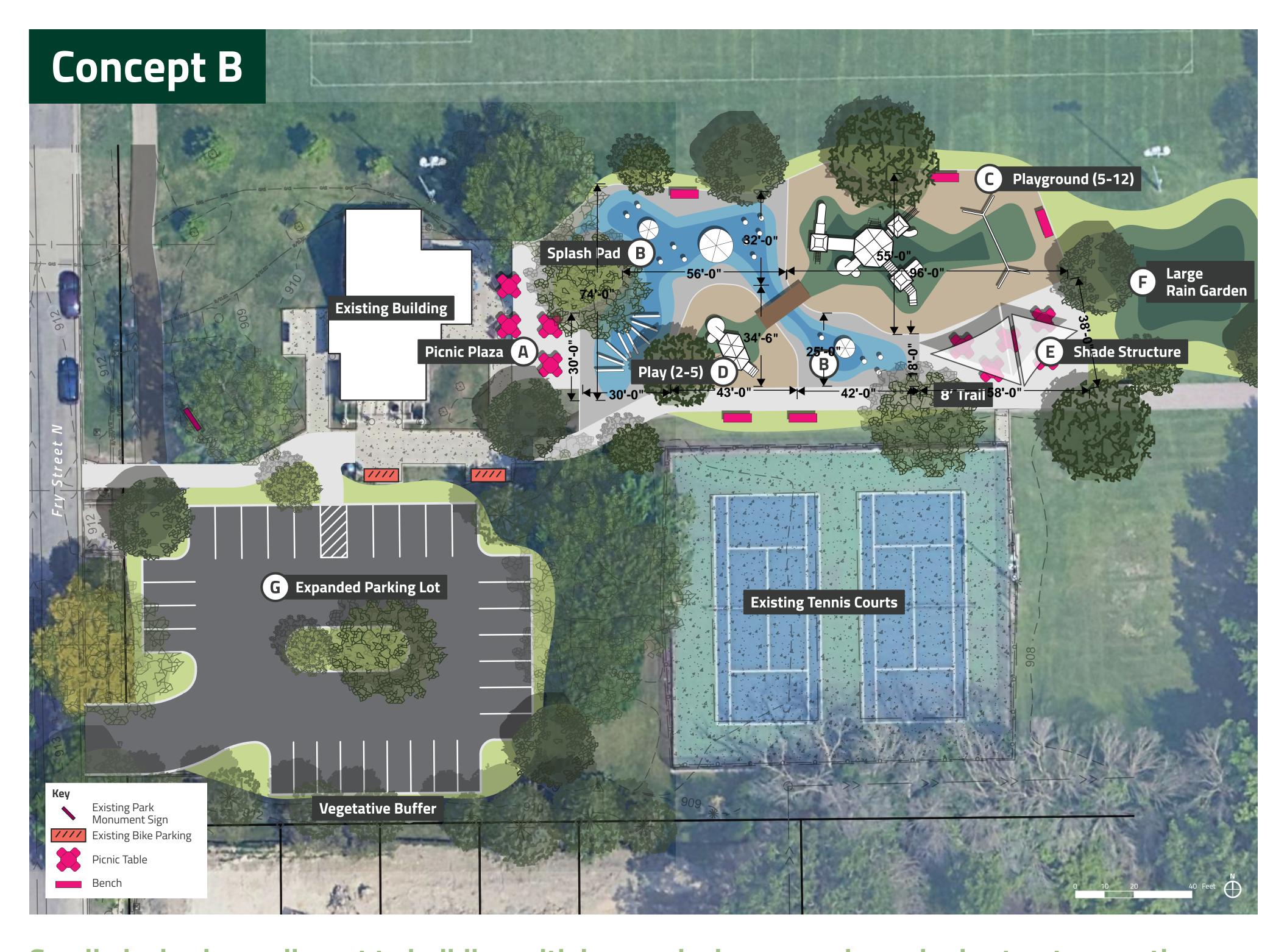
- ✓ Attachment A: Respondents Signature and Certification Form
- ✓ Attachment B: Respondents Profile
   ✓ Attachment C: Exceptions to Award Terms and Conditions
- ✓ Attachment D: Proposal Form and Budget.
- ✓ Attachment E: Risk Plan.
- ✓ Attachment F: Project Capability Plan
- ✓ Attachment G: Value Added Plan
- ✓ Attachment H:References
- ✓ **Attachment I**: Statement of Non-Collusion.
- ✓ Attachment J (Optional): Vendors may submit preliminary schematics/renderings, not exceeding 10 pages.

Milestone Schedule: Please include a milestone schedule

# EXHIBIT 1.1 and 1.2 PRELIMINARY CONCEPTS



Small picnic plaza directly adjacent to building with a larger, centralized picnic grove. Splash pad and playground are each in their own containers and are separated from eachother. Trail connection running along southern edge of play features. Stormwater managed via multiple, smaller rain gardens.



Small picnic plaza adjacent to building with larger picnic area under a shade structure on the east side of play features. Splash pad and playgrounds are intertwined with a "creek" running between the two age-separated play features which connect via a "bridge". Splash pad could be more nature play focused in this concept. Trail connection running along the southern edge of the play features. Stormwater managed via one larger rain garden.



#### **ATTACHMENT A**

#### **RESPONDENT OFFER - SIGNATURE AND CERTIFICATION FORM**

The undersigned has carefully examined all instructions, requirements, specifications, terms and conditions of this RFP; understands all instructions, requirements, specifications, terms and conditions of this RFP; and hereby offers and proposes to furnish the products and/or services described herein at the prices quoted in the Respondent's proposal, and in accordance with the requirements, specifications, terms and conditions of this RFP.

The Respondent also certifies:

- 1. Its proposal is a valid and irrevocable offer for the City's acceptance for a minimum of 90 days from the Submittal Date and Time shown in the Submittal Guidelines (Page 2) of this RFP to allow time for evaluation, negotiation, selection, and any unforeseen delays, and that its proposal, if accepted, shall remain valid for the life of the contract.
- 2. It is a reputable company regularly engaged in providing products and/or services necessary to meet the requirements, specifications, and terms and conditions of this RFP.
- 3. It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, and accepts terms and conditions of this RFP.
- 4. It is aware of, is fully informed about, and is in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances.
- 5. All statements, information, and representations prepared and submitted in response to this RFP are current, complete, true, and accurate. The Respondent acknowledges that the City will rely on such statements, information, and representations in selecting the successful Respondent.
- 6. It is not currently debarred or suspended from doing business with the Federal Government, the State of Minnesota, the City of Roseville, or any of their respective agencies.
- 7. It shall be bound by all statements, representations, warranties, and guarantees made in its proposal, including but not limited to, representations as to performance, and financial terms.
- 8. Submission of a proposal indicates the Respondent's recognition that some subjective judgments may be made by the City as part of the evaluation.

Signature:	
Name (type or print):	
Title (type or print):	
Date:	

# **ATTACHMENT B**

## RESPONDENT PROFILE FORM

## Purchase Orders should be faxed to:

Vendor Name:

Contact Person:		Title	
Street:			
City, State, Zip:			
Phone:		Fax:	
Web Address:			
E-Mail Address:			
Payments should be mailed to	:		
Vendor Name:			
Contact Person:		Title:	
Street:			
City, State, Zip:			
Phone:		Fax:	
Do you accept Master Card?	Yes: No:	Payment Terms: Net 30	
Federal Tax ID# or Social Security #:		MN State Tax ID#:	
Signature of Authorized Agent:			Date:

## ATTACHMENT C

#### **EXCEPTIONS TO AWARD TERMS AND CONDITIONS**

Any award made as a result of the RFP will be governed by the terms and conditions contained in the RFP.

If you take exception or wish to propose a deviation to any term or condition in this document, do so clearly and conspicuously on this Attachment by referencing the number of the term or condition, the specification section, and by describing the exception or deviation, and proposing alternative language.

If you do not clearly and conspicuously take and exception or propose a deviation to a specific term or condition, you shall be bound by such term or condition in the event an award is made to you.

The City reserves the right in each instance to:

- 1) Accept with deviations or exceptions,
- 2) Negotiate deviations or exceptions, or
- 3) Reject a proposal with deviations deemed unacceptable by the City at its option and in the exercise of its sole discretion

Exceptions Taken (Attach additional pages if necessary):		

# **ATTACHMENT D**

## PROPOSAL FORM

PROJECT TEAM	
Name Vendor:	
Name of Project Manager:	
PRELIMINARY PROPOSAL The City's objective, including scope of wo	rk. is outlined in section 2.2.
elements. It should be understood by the v	uding amount of equipment, type of surfacing, play value and othe endor that this preliminary proposal will likely change significantly ss. Vendors are encouraged to include schematics and/or concep
<b>PLAYGROUND</b> What brand of playground equipment are y	ou proposing?
Is the playground equipment available und	er any sort of cooperative purchasing agreement (please identify)
Is installation available under any kind of c	ooperative purchasing agreement (please identify)?
SPLASH PAD What type of splash pad are you proposing	g (brand, circulation, and filtration type)?
What type of auxiliary/mechanical enclosur	re are you proposing?
Is the splash pad equipment available und	er any sort of cooperative purchasing agreement (please identify)

Is splash pad installation availa	ble under any k	ind of cooperative purchasing agreement (please identify)?
What is the anticipated annual	water usage of	your proposed splash pad?
WARRANTY and EXPECTED Briefly state what the expected		arranty for your product is.
What is the expected lifespan for	or your project (	(itemized)?
What warranties are available a	ıs part of your p	project?
	id flatwork, as s	eet the City's objective of designing and installing the Rosebrook shown in preliminary concept A and B ? )
TOTAL Splashpad (includ	ing installation)	·
Flatwork/concrete work (in	ncluding installa	ation)
Other	cost	
TOTAL BINDING TURN-	KEY COST	
Note – in addition to the above, proposers MUST fill out each of		choose to include a more detailed/itemized budget. However, ss.
Name of Company		
Printed Name of Firm Represen	tative	Signature of Firm Representative
Phone	Fax	Date

## **ATTACHMENT E**

#### **RISK PLAN**

This template must be used. The Risk Plan should address the risks that the Respondent <u>does NOT control</u>. The risks should be prioritized (list the greatest risks first). The Respondent may add or delete Risk table templates, but do not exceed the <u>2-page</u> limit. Do NOT include any identifying information in the Plan. Information listed under the "Documented Performance" line may describe where the Respondent has used the approach or solution previously, and what the results were in terms of verifiable metrics.

APPLICABLE PROJECT NUMBER(S):		
Risk 1 Description:		
Solution:		
Documented Performance:		
Risk 2 Description:		
Solution:		
<b>Documented Performance:</b>		
Risk 3 Description:		
Solution:		
Documented Performance:		
Risk 4 Description:		
Solution:		
<b>Documented Performance:</b>		
Risk 5 Description:		
Solution:		
<b>Documented Performance:</b>		

## ATTACHMENT F

#### **PROJECT CAPABILITY PLAN**

This template must be used. The Project Capability Plan should identify the Respondent's <u>capability to</u> <u>meet the project's requirements</u> with a plan that meets time and cost goals. The capability claims should be prioritized (list the most important claims first). The Respondent may add or delete Project Capability Claim table templates, but do not exceed the <u>2-page</u> limit. Do NOT include any identifying information in your Plan. Information listed under the "Documented Performance" line may describe where the Respondent has used the approach or solution previously, and what the results were in terms of verifiable metrics. Be sure to include all key elements of the project including **engagement**, **design**, **and installation**; and budget of the project.

Project Capability 1 Claim:	
Documented Performance:	
Project Capability 2 Claim:	
Documented Performance:	
•	
Project Capability 3 Claim:	
Documented Performance:	

Please include a list of <u>three</u> projects of similar size and scope to what is proposed here, that you have done in the past five years. Please include the project location, budget, and a contact person from the organization for which the project was completed.

## **ATTACHMENT G**

## **VALUE ADDED PLAN**

Identify any options, ideas, alternatives, or suggestions to add value to this project. Include a short description of how it adds value to the project and identify if the items will increase or decrease schedule, cost, or satisfaction. All cost and schedule impacts associated with these value added options must NOT be included in your base cost/schedule. You <a href="mailto:may">may</a> add/delete additional rows if necessary but do not exceed the <a href="mailto:2-page">2-page</a> limit.

APPLICABLE PROJECT NUMBER(S):	
Item 1 Claim:	
Documented Performance:  Cost Impact (\$):	
now will this add value?	
Documented Performance: Cost Impact (\$):	Schedule Impact (%)
Item 3 Claim: How will this add value?	
Documented Performance:  Cost Impact (\$):	
Item 4 Claim: How will this add value?	
Documented Performance:  Cost Impact (\$):	
Item 5 Claim:  How will this add value?	
Documented Performance:  Cost Impact (\$):	Schedule Impact (%)

## **Attachment H**

Please submit three references for projects similar to this. References shall include project date, project budget and contact information for client project manager. If subcontractors or partnerships are being used, it is recommended that references for both parties be included. References that are close enough to be evaluated in person are preferred but not required.



# Project 1:

Name/Date/Location/Budget/Contact/Description

# Project 2:

Name/Date/Location/Budget/Contact/Description

# Project 3:

Name/Date/Location/Budget/Contact/Description

## Attachment I

## Statement of Non-Collusion

The following statement shall be made as part of the Consultant proposal.

I affirm that I am the Consultant, a partner of the Consultant firm, or an officer or employee of the Consulting corporation with authority to sign on the Consultant's behalf.

I also affirm that the attached has been compiled independently and without collusion or agreement, or understanding with any other consultant designed to limit competition.

I hereby affirm that the contents of this proposal have not been communicated by the Consultant or its agent to any person not an employee or agent of the City.

	Signed
	Print Name
	Title
	Title
	Firm Name
	T IIII TGING
	Address
_	
	City / State / Zip Code
_	Talambana and Fay Numbers
	Telephone and Fax Numbers
_	Email Address

## **Attachment J**

## Schematics/Concept Plans

Vendors may submit preliminary schematics/renderings/budgets or other information, not exceeding 10 pages. However, this should not replace a complete and comprehensive answer to each attachment.

## MILESTONE SCHEDULE

The Respondent will prepare and submit information regarding their proposed milestone schedule for the Project. Respondents milestone schedule shall assume a fully executed agreement on July 23, 2025 and at least two community engagement meetings prior to the final design and construction. The City prefers that a project completion by June 1, 2026 but would like to leverage vendor expertise to determine if that is possible.

The milestone schedule is not weighted, nor rated by the Evaluation Committee, but the milestone and detailed schedules will be reviewed and clarified during the Clarification Phase. Failure to complete may result in disqualification.