CITY OF KNOXVILLE

REQUEST FOR QUALIFICATIONS

Design and Build Services for the Baker Creek Preserve Bike Park

Qualifications to be Received by 11:00:00 a.m., Eastern Time
October 25, 2018

Submit Qualifications to:
City of Knoxville
Office of Purchasing Division
City/County Building
Room 667-674
400 Main Street
Knoxville, Tennessee 37902

CITY OF KNOXVILLE
Request for Qualifications

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City of Knoxville
Request for Qualifications

Design and Build of Baker Creek Preserve Bike Park

I. Statement of Intent

The City of Knoxville seeks to pre-qualify up to three (3) Bike Park Firms or Teams to provide professional services to finalize design plans; prepare stamped construction plans, specifications and details; and manage the construction of a mountain bike skills park as part of the Urban Wilderness Gateway Park Project at Baker Creek Preserve.

The design of the Baker Creek Bike Park will identify a range of bike park terrain features, including progressive jumps, starting ramp, flow course, banks, and/or launch ramps. The park should include graduated terrain to encourage skill development and offer off-road biking opportunities from beginners to experts.

The bike park project budget is currently $650,000. All project costs should include design, engineering, consultants, testing, materials, construction management and contingencies within this budget amount.

Selected qualified Firms or Teams will be asked to prepare a proposal outlining a scope of professional services in a RFP process. Proposal submittals will be required to include, but are not limited to, the following information: Cover letter, organizational chart, list of previous bike park projects, design/build strategy, project budget, timeline/schedule, warranty information, and maintenance plan outline.

II. RFQ Time Line

Availability of RFQ ..... October 8, 2018

Deadline for questions to be submitted in writing to the
Assistant Purchasing Agent ..... October 18, 2018

Qualifications Due Date..... October 25, 2018

This timetable is for the information of submitting entities. These dates are subject to change. **However, in no event shall the deadline for submission of qualifications be changed except by written modification from the City of Knoxville Purchasing Division.**

III. Background

The Baker Creek Bike Park is just one component of a larger site design project, the Urban Wilderness Gateway Park Project.

About Knoxville's Urban Wilderness – see Exhibits A and B

Knoxville's Urban Wilderness is a recreational, cultural and historic preservation initiative within South Knoxville incorporating 1,000 forested acres. The area invites residents and visitors alike to experience the special character-defining assets of Knoxville with more than 50 miles of trails and greenways connecting parks, quarry lakes, four Civil War sites, incredible views and unparalleled natural features.

A Four-Year Implementation Plan for the Urban Wilderness was created in 2016. The Urban Wilderness Gateway Park and the Baker Creek Preserve Bike Park were highlighted as objectives, placing the finishing touches on the amenities of Baker Creek Preserve and establishing a main portal to the system.

To view a promotional video on the Urban Wilderness, visit https://bit.ly/2okEjNG.

To view Urban Wilderness main website, visit www.knoxurbanwilderness.com.

About the Urban Wilderness Gateway Park – See Exhibit C

The Urban Wilderness Gateway Park project is a $10 million City investment to create a linear park connection from downtown's Morningside Park to South Knoxville, serving as an adventure portal into the Urban Wilderness. Like other projects throughout the 1,000-acre Urban Wilderness, the gateway park will reflect the community and its natural, historic, recreational and environmental assets.

This new park proposes to include amenities such as a landscaped access point and gathering space at Baker Creek Preserve and at the James White Parkway terminus, parking, pedestrian and bike pathways and trails, a bike park, additional children's nature play areas, improved connectivity and safety to existing neighborhoods, businesses, schools, and the planned BMX facility at South-Doyle Middle School.

To view the City's project page for the Urban Wilderness Gateway Park Project, visit https://bit.ly/2wn3iEo.

About Baker Creek Preserve – See Exhibit D and E

Baker Creek Preserve's 100-acres of hills, valleys and meadowland along Baker Creek provide over seven miles of natural surface trails of varying difficulty, including three downhill-only mountain bike trails for experienced riders. The existing trail difficulty levels range from gree, blue, to double black diamond. The entrance features an adventure play area for kids of all ages with beginner mountain bike activities including a mini asphalt pump tract and beginner trail loop.

To view the Baker Creek Preserve existing amenities, visit https://www.visitknoxville.com/urban-wilderness/explore/baker-creek-preserve/.

The Baker Creek Preserve Bike Park

The design of the Baker Creek Preserve Bike Park should create a cutting-edge bike park that offers something for riders of all abilities and provides for a progressive user experience. The bike park will be approximately two (2) acres in size and become a part of the growing amenities of Knoxville's Urban Wilderness within the Baker Creek Preserve boundary and integrated into the parks existing and future use.

IV. General Conditions

4.1 The following data is intended to form the basis for submission of qualifications to provide professional services for the City of Knoxville's Baker Creek Preserve Bike Park Project.

4.2 This material contains general conditions for the procurement process, the scope of service requested; contract requirements; instructions for submissions of qualifications; and submission forms that must be included in the Statement of Qualifications. The RFQ should be read in its entirety before preparing the submission.

4.3 All materials submitted pursuant to this RFQ shall become the property of the City of Knoxville.

4.4 To the extent permitted by law, all documents pertaining to this Request for Qualifications shall be kept confidential until the qualification evaluation is complete and a recommendation submitted to City Council for review. No information about any submission of qualifications shall be released until the process is complete, except to the members of the Evaluation Committee and other appropriate City staff. All information provided shall be considered by the Evaluation Committee in making a recommendation to enter into an agreement with the selected consultant.

4.5 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFQ shall be made **in writing and be in the hands of the Assistant Purchasing Agent by the close of the business day on October 18, 2018**. Questions can be submitted by letter, fax (865-215-2277), or email to powens@knoxvilletn.gov. The City of Knoxville is not responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Qualifications, the Purchasing Division will post them to the City's website at www.knoxvilletn.gov/purchasing. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any qualifier to receive such addendum or interpretation shall not relieve such Proposer from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

4.6 The City of Knoxville reserves the right to (a) accept or reject any and/or all submissions of qualifications; (b) to waive irregularities and technicalities; and (c) accept any alternative submission of qualifications presented which in its opinion, would best serve the interests of the City. The City shall be the sole judge of the qualifications, and the resulting negotiated agreement that is in its best interest, and its decision shall be final. The City also reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but

is not limited to, current financial statements by an independent CPA, verification of availability of equipment and personnel, and past performance records.

4.7 Included in the Contract Documents is an affidavit that the undersigned has not entered into any collusion with any person in respect to this qualification. The qualifier is required to submit this affidavit with the submission. Also included is the Diversity Business Program contracting packet. Submissions must indicate on the enclosed form whether or not the proposer/qualifier intends to use subcontractors and/or suppliers from one of the defined groups. Proposers/Qualifiers are advised that the City tracks use of such use, but it does not influence or affect evaluation or award.

4.8 Subsequent to the Evaluation Committee's review and the Mayor's recommendation of a firm(s), Knoxville City Council approval may be required before the final contract may be executed.

4.9 All expenses for making submission of qualifications shall be borne by submitting entity.

4.10 Any submission of qualifications may be withdrawn up until the date and time for opening of the submissions. **Any submission not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 90 days to the City of Knoxville for the services set forth in the Request for Qualifications until one or more of the submissions have been duly accepted by the City.**

4.11 Prior to submitting their proposals, proposers are to be registered with the Purchasing Division through the City of Knoxville's online Vendor Registration system. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing. **Submissions from un-registered submitters may be rejected.**

4.12 **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this procurement action is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

4.13 **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:

- If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
- The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

V. Scope of Service

Only pre-qualified vendors/contractors will be provided solicitation documents for the project

design/build-out. It is the intent of the City of Knoxville to select a Consultant team that provides all design and construction management services, including all stamped plans, cost estimates, project management, materials testing, site inspection, knowledge of bike skills parks and feature shaping, as well as ride testing.

The exact number and type of bike park features will be determined by the proposal submitted by the Consultant, based on probable cost.

The City intends to enter into a contract with the Consultant to provide for final design, construction documents, and construction management services for development of the bike park facility. Specific services of the Consultant will include, but not be limited to: preparation of construction drawings, specifications and details, construction cost estimating, development of a phasing plan, project management, final feature shaping and ride testing. The selected Consultant will be responsible for preparing a detailed scope of professional services as part of their RFP submittal. The final scope of work will be subject to contract negotiations.

Bike Park Project Include:

<u>Design services</u>

- Develop a final set of construction drawings, specifications, details, quantities take offs, cost estimates, and phasing plan for each site.
- Develop a complete project cost estimate to include all required construction services, costs and contingencies.
- Complete all design development drawings and any construction documents and specifications.
- Develop fabrication and construction documents and specifications, as may be needed, for all engineered bike park built features (ramps, bridges, etc.) for project.
- Develop a maintenance and operations plan

<u>Construction Project Management Services</u>

- Ensure compatibility with site design for Urban Wilderness Gateway Park
- Ensure general compliance with all site permit requirements.
- Selection and oversight of all sub-contractors, oversee their work, and provide in-field guidance.
- Communicate with the City's Project Manager and staff during construction process and provide updates as requested.
- Provide in-field guidance to contractor(s) for final shaping of features.
- Ride test features to ensure they operate and function as designed.
- Complete closeout of project including punch list development.

<u>Additional Contract Requirements</u>

- Winning proposer must meet able to meet the insurance requirements detailed in Section 6.8 Insurance

- Winning proposer (or construction subcontractor) will be required to provide a Performance Bond and a Payment Bond for the faithful performance of the Contract, each in the amount of one hundred percent (100%) of the Contract price, with a corporate surety approved by the Owner.
- Construction work must be performed by a member of the Team that is licensed in Tennessee per the Contractors Licensing Act of 1994 and all Acts amendatory thereof. This license must be in place for the contract to be executed.
- Plans and specifications must be sealed by a member of the Team that is a licensed Engineer in the State of Tennessee and is qualified to seal the associated project material. This license must be in place for the contract to be executed.

VI. Contract Requirements

Submitting entities, if selected, must be willing to sign a contract with the City which will include certain provisions, among which are the following:

6.1 Contract Documents. The contract shall consist of (1) the RFQ; (2) the qualifications submitted by the contractor to this RFQ; (3) the RFP and the proposal submitted; and (3) the contract. In the event of a discrepancy between the contract, the RFQ, the submitted qualifications, the RFP, and the submitted proposal, the terms that provide the greater benefit to the City and/or impose the greater obligation to the contractor will prevail.

6.2 Administration. The contract will be administered by the City of Knoxville Department Parks & Recreation Department.

6.3 Invoices. Invoices for services will be submitted to the City in accordance with the contract terms.

6.4 Independent Contractor. The relationship of contractor to the City will be that of independent contractor. The contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors done during the performance of the contract. All services performed by the contractor shall be provided in an independent contractor capacity and not in the capacity of officers, agents, or employees of the City.

6.5 Assignment. The contractor shall not assign or transfer any interest in this contract without prior written consent of the City of Knoxville.

6.6 Indemnification and Hold Harmless. Contractor shall indemnify, defend, save and hold harmless the City, its employees, agents, and officers, of and from suits, claims, actions, damages, and expenses, including reasonable attorney's fees, to the extent caused by the negligent acts, errors, omissions of the firm, and/or its agents, employees, officers, directors, consultants, subcontractors and suppliers ("Indemnified Claim").

Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action involving an Indemnified Claim upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as

Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an Indemnified Claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against an Indemnified Claim with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims o demands against the City with respect to any Indemnified Claim.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

6.7 Termination. The City may this Agreement at any time, with or without cause, by written notice of termination to the Contractor.

If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: the amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if this Agreement had not been terminated.

The City may, by written notice of default to the Contractor, terminate the whole or any part of this Agreement if the Contractor fails to perform any provisions of this Agreement and does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of said notice from the Purchasing Division specifying such failure. If this Agreement is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those terminated.

6.8 Insurance. When applicable and prior to the commencement of the contract, contractor must, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. Contractor shall furnish the City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:

A. **Commercial General Liability Insurance**; occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than two million dollars each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than $3,000,000.

Such insurance shall:

(a.) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.

(b.) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(c.) At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

B. **Automobile Liability Insurance**; including vehicles owned, hired, and non-owned, with a combined single limit of not less than $1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.

C. **Workers' Compensation Insurance.** Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than $500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage.

D. **Professional Liability (including Errors & Omissions).** Consultant shall maintain professional liability insurance covering claims arising from real or alleged negligent errors, omissions, or acts committed in the performance of professional services under this contract with limits of $2,000,000. If the coverage is written on a claims-made form:

a. The “Retro Date” must be shown and must be before the date of the contract or the beginning of contract work.
b. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work and acceptance by the City.

c. If coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.

d. A copy of the claims reporting requirements must be submitted to the City for review.

E. **Other Insurance Requirements.** Contractor shall:

- Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville; P.O. Box 1631; Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.

- Upon the City's request, provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsements(s), proof of such policy wording or endorsement(s) will be required.

- Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.

- Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.

- If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.

- Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.

- Large Deductibles; Self-Insured Retentions. Any deductibles and/or self-insured retentions greater than $50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial ability as determined by the City.

- Waiver of Subrogation Required. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.

- Occurrence Basis Requirement. All general liability policies must be written on an occurrence basis, unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the City. Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

6.9 Ethical Standards. Attention of all firms is directed to the following provisions contained in the Code of the City of Knoxville: Chapter 24, Article II, Section 24-33 entitled "Debts owed by persons receiving payments other than Salary;" Chapter 2, Article VIII, Division 11. the Contractor hereby takes notice of and affirms that it is not in violation of, or has not participated, and will not participate, in the violation of any of the following ethical standards prescribed by the Knoxville City Code:

A. Section 2-1048. Conflict of Interest.

It shall be unlawful for any employee of the city to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to the employee's knowledge there is a financial interest possessed by:

(1) the employee or the employee's immediate family;

(2) A business other than a public agency in which the employee or member of the employee's immediate family serves as an officer, director, trustee, partner or employee; or

(3) Any person or business with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment.

B. Section 2-1049. Receipt of Benefits from City Contracts by Council Members, Employees and Officers of the City.

It shall be unlawful for any member of council, member of the board of education, officer or employee of the city to have or hold any interest in the profits or emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any

such contract for a job, work or service for the city in which any member of council, member of the board of education, officer or employee has or holds any such interest is void.

C. Section 2-1050. Gratuities and Kickbacks Prohibited.
It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of:

(1) An official action taken, or to be taken, or which could be taken;
(2) A legal duty performed, or to be performed, or which could be performed; or
(3) A legal duty violated, or to be violated, or which could be violated by such person while a city employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.

Kickbacks. It is unlawful for any payment, gratuity, or benefit to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

D. Section 2-1051. Covenant Relating to Contingent Fees.
(a) Representation of Contractor. Every person, before being awarded a contract in excess of ten thousand dollars ($10,000.00) with the city, shall represent that no other person has been retained to solicit or secure the contract with the city upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business.

(b) Intentional Violation Unlawful. The intentional violation of the representation specirfied in subsection (a) of this section is unlawful.

E. Section 2-1052. Restrictions on Employment of Present and Former City Employees.
Contemporaneous employment prohibited. It shall be unlawful for any city employee to become or be, while such employee, an employee of any party contracting with the particular department or agency in which the person is employed.

For violations of the ethical standards outlined in the Knoxville City Code, the City has the following remedies:

(1) Oral or written warnings or reprimands;
(2) Cancellation of transactions; and
(3) Suspension or debarment from being a Contractor or subcontractor under city or city-funded contracts.

The value of anything transferred in violation of these ethical standards shall be recoverable by the City from such person. All procedures under this section shall be in accord with due process requirements, included but not limited to a right to notice and hearing prior to imposition of any cancellation, suspension or debarment from being a

Contractor or subcontractor under a city contract.

6.10 Firms must comply with the President's Executive Order No. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Firms must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

6.11 Firms shall give consideration to the inclusion of minority firms or individuals in this project, and shall advise the city in this submittal of qualifications of their efforts to do so.

6.12 Firms shall give consideration to the use of environmentally sustainable best practices, and shall advise the city in this submittal of qualifications of their efforts to do so.

6.13 Federal, State, and Local Requirements. Each submitting entity is responsible for full compliance with all applicable federal, state, and local laws, rules and regulations.

6.14 Licenses. The contractor must be a licensed professional as required by the State of Tennessee for any services in this contract requiring such licensure. Additionally, any and all sub-consultants/contractors employed by the prime consultant/contractor for the performance of the services requested in this RFQ must be licensed as professional service firms in the State of Tennessee if said sub-consultants/contractors will perform services that are considered professional in nature. As such, the prime consultant/contractor submitting his/her statement of qualifications must submit an affidavit with his/her statement of qualifications stating that all sub-consultants/contractors he plans to use are indeed licensed as professional service firms in the State of Tennessee. This affidavit is located in the "submission forms" section of this RFQ.

6.15 Before a contract is signed by the City, the submitting entity, if selected, **must** provide the City Purchasing Division with a copy of its valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location.

6.16 Funding. The City's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.

6.17 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict of laws provisions. Venue for any action arising between the City and the Contractor from the Agreement shall lie in Knox County, Tennessee.

6.18. Subcontracts to the Agreement. Contractor shall not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.

6.19. Amendments. This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of the Agreement.

6.20 Captions. The captions appearing in the Agreement are for convenience only and are not a part of the Agreement; they do not in any way limit or amplify the provisions of the Agreement.

6.21. Severability. If any provision of the Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of the other provisions contained in the Agreement. Failure to enforce any provision of the Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

6.22 No Benefit for Third Parties. The services to be performed by the Contractor pursuant to the Agreement with the City are intended solely for the benefit of the City, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to the Agreement. No such person or entity shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against the City or the Contractor, its officers, employees, agents, or contractors shall accrue to the Contractor or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety, or any other third party as a result of this Agreement or the performance or non-performance of the Contractor's services hereunder.

6.23 Non-Reliance of Parties. Parties explicitly agree that they have not relied upon any earlier or outside representations other than what has been included in the Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.

6.24. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times shall be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall means the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

6.25 EEO/AA/ The City of Knoxville is an EE/AA/Title VI/Section 504/ADA/ADEA Employer.

6.26 By submitting a statement of qualifications, the submitting entity agrees to all terms and

conditions established in this RFQ, including its contract requirements.

VII. Instructions to Submitting Entities

All submissions of qualifications shall comply with the following instructions. These instructions ensure that (1) submissions contain the information and documents required by the City RFQ; and (2) the submissions have a degree of uniformity to facilitate evaluation.

7.1 General

Submission forms and RFQ documentation may be obtained on or after October 8, 2018, at no charge from:

City of Knoxville Purchasing Division
City/County Building
400 Main Street, Room 667
Knoxville, Tennessee 37902

between 8:30 a.m. and 4:30 p.m. (Eastern Time), Monday through Friday or by calling 865-215-2070. Forms and RFQ information are also available on the City web site at www.knoxvilletn.gov/bids where it can be read or printed using Adobe Acrobat Reader software.

7.2 Submission Information

Submitters shall include six (6) hard copies (one original and 5 duplicates**—mark the original as such**), as well as one electronic copy of their submission (.pdf format on CD and USB drive only—**mark the storage device with the company name**); the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. **Electronic submissions must be included with the sealed submissions; do not email your submission.**

Submissions of Qualifications shall clearly indicate the legal name, address and telephone number of the submitting entity (company, firm, partnership, individual). Original signature must be signed above the typed or printed name and title of the signer. All submissions of qualifications must be signed by an officer of the company authorized to bind the firm to a contract.

Qualifications will be received until 11:00:00 a.m. (Eastern Time) on October 25, 2018. Each submission of qualifications must be submitted in a sealed envelope addressed to:

City of Knoxville Purchasing Division
City/County Building
400 Main Street, Room 667
Knoxville, TN 37902

IMPORTANT NOTE: Each outermost mailing envelope or shipping carton containing a

submission of qualifications must be plainly marked on the outside "Baker Creek Preserve Bike Park." Those making submissions are reminded that the Purchasing Division receives many submissions for any number of solicitations; **unlabeled submissions are extremely difficult to match to their appropriate solicitations and therefore may be rejected.**

Any submissions of qualifications received after the time and date on the cover sheet will not be considered. It shall be the sole responsibility of the submitting entity to have the submissions of qualifications delivered to the City of Knoxville Purchasing Division on or before that date.

Late submissions will not be considered. Submissions that arrive late due to the fault of United States Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such submissions shall remain unopened and will be returned to the submitting entity upon request.

7.3 Format

The City is committed to reducing waste. Submissions of qualifications must be typed on 8.5 x 11 inch wide white paper, printed on both sides. DO NOT BIND the document; instead, staple or binder clip the submission together and place in a sealed envelope (see Paragraph 7.2). Pages must be consecutively numbered. A table of contents must be included in the submission immediately after the title page, and each of the following numbered sections must be tabbed.

Submissions of qualifications shall be structured as follows:

1. Title Page
2. Table of Contents
3. Submission Forms:
   A. Form S-1
   B. Non-Collusion Affidavit
   C. No Contact/No Advocacy Affidavit
   D. Drug-Free Affidavit
   E. Iran Divestment Act Certification of Noninclusion
   F. Diversity Business Enterprise Program form
   G. References from at least three recent projects of similar scope/size
4. Statement of Qualifications: Information which submitting entity wishes to include to demonstrate the qualifications of the firm to perform the project

NOTE: All required submission forms may be found in this solicitation document.

7.4 Evaluation of Qualifications

All qualified submissions received by the deadline will be analyzed by the Evaluation Committee according to the criteria outlined in these specifications. Failure to comply with the provisions of the RFQ may cause any submission of qualifications to be ineligible for evaluation. Each submittal of Qualifications will be initially analyzed and judged according to the evaluation criteria below. The maximum score is 100 points.

Firms and/or teams responding to this Request for Qualifications shall be available for interviews with the Evaluation Committee. Discussions may be conducted with responsible submitting entities for purposes of clarification to assure full understanding of and conformance to the RFQ requirements. Selection shall be based on the firms' qualifications applicable to the scope and nature of the services to be performed per this request for qualifications. Determination of firms' qualifications shall be based on their written responses to this Request for Qualifications and information presented to the Evaluation Committee during oral interviews, if any.

Each Statement of Qualifications will be initially analyzed and judged according to the evaluation criteria listed in Section VIII below. The maximum score is 100 points.

In addition to materials provided in the written responses to this Request for Qualifications, the Committee may request additional material, information, or references from the submitting entity or others.

Provided it is in the best interest of the City of Knoxville, the firm or team determined to be the most responsive to the City of Knoxville, taking into consideration the evaluation factors set forth in this Request for Qualifications, will be selected to begin contractual negotiations. The firm or team selected will be notified at the earliest practical date and invited to submit more comprehensive information if necessary. If no satisfactory agreement can be reached with the "most responsive firm," the City may elect to negotiate with the next best and most responsive firm or team.

VIII. Evaluation Criteria

An evaluation team, composed of representatives of the City, will evaluate Statements of Qualifications on a variety of quantitative and qualitative criteria. Upon receipt of submissions, the City will review to determine whether the submission is acceptable or non-acceptable based on the criteria outlined below.

The criteria, and their associated weights, upon which the evaluation of the qualifications will be based includes, but is not limited to, the following:

- **Qualifications and Experience: 50 points**
    - Qualifications and experience of key individuals assigned to project, as indicated by prior involvement and successful completion of similar projects.
    - Experience in preparing stamped plans, specifications, and design details for bike parks.
- **Project Management Skills: 40 points**
    - Ability to provide regular project management and oversight on project phases.
    - Demonstrated ability to meet time and budget requirements.
    - Warranty provided and quality of warranty.
- **References and Quality of Past Work: 10 points**

Submission Forms

CITY OF KNOXVILLE
REQUEST FOR QUALIFICATIONS

Baker Creek Preserve Bike Park

Submission Form (S-1)

Qualifications To Be Received by 11:00 a.m., Eastern Time, October 25, 2018, in Room 667-674, City/County Building, Knoxville, Tennessee.

IMPORTANT: Submitters shall include six (6) hard copies (one original and five (5) duplicates**—mark the original as such**), as well as one electronic copy of their submission (.pdf format on CD or USB drive only—**mark the storage device with the company name**); the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. **Electronic submissions must be included with the sealed submissions; do not email your submission.**

Please complete the following:

Legal Name of Qualifier:_____

Address: _____

Telephone Number: _____

Fax Number: _____

Contact Person: _____

Email Address: _____

DUNS #: _____

Signature: _____

Name and Title of Signer:

_____

Note: Failure to use these response sheets may disqualify your submission.

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) He/She is the _____ of _____, the firm that has submitted the attached Proposal;

(2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed contract or agreement; and

(5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

_____
NOTARY PUBLIC

My Commission expires _____

No Contact/No Advocacy Affidavit

State of_____

County of _____

_____, being first duly sworn, deposes and says that:

(1) He/She is the owner, partner, officer, representative, or agent of _____

_____, the Proposer that has submitted the attached Proposal;

(2) The Proposer _____ swears or affirms that he/she will abide by the following "No Contact" and "No Advocacy" clauses:

a) NO CONTACT POLICY**:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Assistant Purchasing Agent (Penny Owens). Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

b) NO ADVOCATING POLICY**:** To ensure the integrity of the review and evaluation process, companies and/or individuals submitting proposals for any part of this project, as well as those persons and/or companies representing such proposers, may not lobby or advocate to the City of Knoxville staff including, but not limited to, members of City Council, Office of the Mayor, Department of Parks & Recreation or any other City staff.

Any company and/or individual who does not comply with the above stated "No Contact" and "No Advocating" policies may be subject to having their proposal rejected from consideration.

Signed:_____

Title:_____

Subscribed and sworn to before me this _____ day of _____, 2_____.

My commission expires:_____

DRUG-FREE WORKPLACE AFFIDAVIT

State of _____

County of _____

_____, being duly sworn, deposes, and says that:

(1) He/She is a principal officer of _____, the firm that has submitted the attached Proposal, his or her title being _____ of the firm; and

(2) He/She has personal knowledge of the policies of the above-named firm with respect to the maintenance of a drug-free workplace; and

(3) He/She certifies that all provisions and requirements of the Tennessee Drug-Free Workplace Program, as established by Tenn. Code Ann. §§ 50-9-101 et. seq., have been met and implemented.

_____
(Signed)

_____
(Title)

Subscribed and sworn to before me this _____day of _____, _____.

Title_____

My Commission expires _____

IRAN DIVESTMENT ACT

Certification of Noninclusion

NOTICE: Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

Vendor Name (Printed)	Address
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	

NOTARY PUBLIC:

Subscribed and sworn to before me this _____ day of _____, 2_____.

My commission expires:_____

DIVERSITY BUSINESS ENTERPRISE (DBE) PROGRAM

The City of Knoxville strongly encourages prime contractors to employ diverse businesses in the fulfillment of contracts/projects for the City of Knoxville.

The City of Knoxville's Fiscal Year 2019 goal is to conduct 4.03% of its business with minority-owned businesses, 16.30% of its business with woman-owned businesses, and 39.77% with small businesses.

While the City cannot engage (pursuant to state law) in preferential bidding practices, the City does **strongly encourage** prime contractors to seek out and hire diverse businesses in order to help the City meet its goals as stated above. As such, the City encourages prime contractors to seek out and consider competitive sub-bids and quotations from diverse businesses.

For DBE tracking purposes, the City requests that prime contractors who are bidding, proposing, or submitting statements of qualifications record whether or not they plan to employ DBE's as sub-contractors or consultants. With that in mind, please fill out, sign and submit (with your bid/proposal) the following sub-contractor/ consultant statement.

CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

Diversity Business Enterprise (DBE's) are minority-owned (MOB), women-owned (WOB), service-disabled veteran-owned (SDVO), and small businesses (SB), who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background. These persons must own at least 51% of the entity and operate or control the business on a daily basis.

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

a. African American, persons having origins in any of the Black racial groups of Africa;

b. Hispanic American, persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;

c. Native American, persons who have origin in any of the original peoples of North America ;

d. Asian American, person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Minority-owned business (MOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or

more minority individuals.

Woman-owned business (WOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more women.

Service Disabled Veteran-owned business (SDOV) is a continuing, independent, for profit business that performs a commercially useful function, owned by any person who served honorably on active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service connected. Meaning such disability was incurred or aggravated in the line of duty in the active military, naval or air service, and is at least fifty-one percent (51%) owned and controlled by one (1) or more service disabled veteran.

Small Business (SB) is a continuing, independent, for profit business which performs a commercially useful function and has total gross receipts of not more than ten million dollars ($10,000,000) average over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

Subcontractor/Consultant Statement

(TO BE SUBMITTED IN THE BID/PROPOSAL ENVELOPE)

We_____ do certify that on the
(Bidder/Proposer Company Name)

_____
(Project Name)

$_____
(Amount of Bid)

Please select one:

☐ **Option A: Intent to subcontract using Diverse Businesses**

A Diversity business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay is:

$_____.
Estimated Amount of Subcontracted Service

Diversity Business Enterprise Utilization			
Description of Work/Project	Amount	Diverse Classification (MOB, WOB, SB, SDOV)	Name of Diverse Business

☐ **Option B: Intent to perform work "without" using Diverse Businesses**

We hereby certify that it is our intent to perform 100 % of the work required for the contract, work will be completed without subcontracting, or we plan to subcontract with non-Diverse companies.

DATE:_____ COMPANY NAME:_____

SUBMITTED BY: _____ TITLE:_____
(Authorized Representative)

ADDRESS:_____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____

Exhibit A

Urban Wilderness Gateway + James White Parkeway

In the early 1980's, the Tennessee Department of Transportation (TDOT) began construction of James White Parkway, a controlled access four-lane highway which bisected South Knoxville in order to link Downtown Knoxville to a broader highway network and series of destinations southeast of Knoxville including the Great Smoky Mountains National Park.

The project was never completed and only a 2-mile portion of this seldom used four-lane highway exists today extending Downtown Knoxville south across the Tennessee River where it terminates in a dead-end. In and around property acquired for the highway's completion, a series of outdoor recreation destinations began to develop which together has evolved to become Knoxville's Urban Wilderness, one of the most popular and dynamic outdoor recreation destinations in the United States.

The spectacular 1000-acre outdoor adventure area includes over 50 miles of trails and greenways, a nature center, lakes, historic sites, dramatic quarries, adventure playgrounds, five city parks, and a 500-acre wildlife area. It is composed of two major areas, the South Loop and the Battlefield Loop.

CITY OF KNOXVILLE

URBAN WILDERNESS GATEWAY PARK

V&M | port | SANDERS PACE ARCHITECTURE | EQUINOX | GRESHAM SMITH AND PARTNERS

Exhibit B

KNOXVILLE'S URBAN WILDERNESS

SOUTH LOOP TRAILS & BAKER CREEK PRESERVE

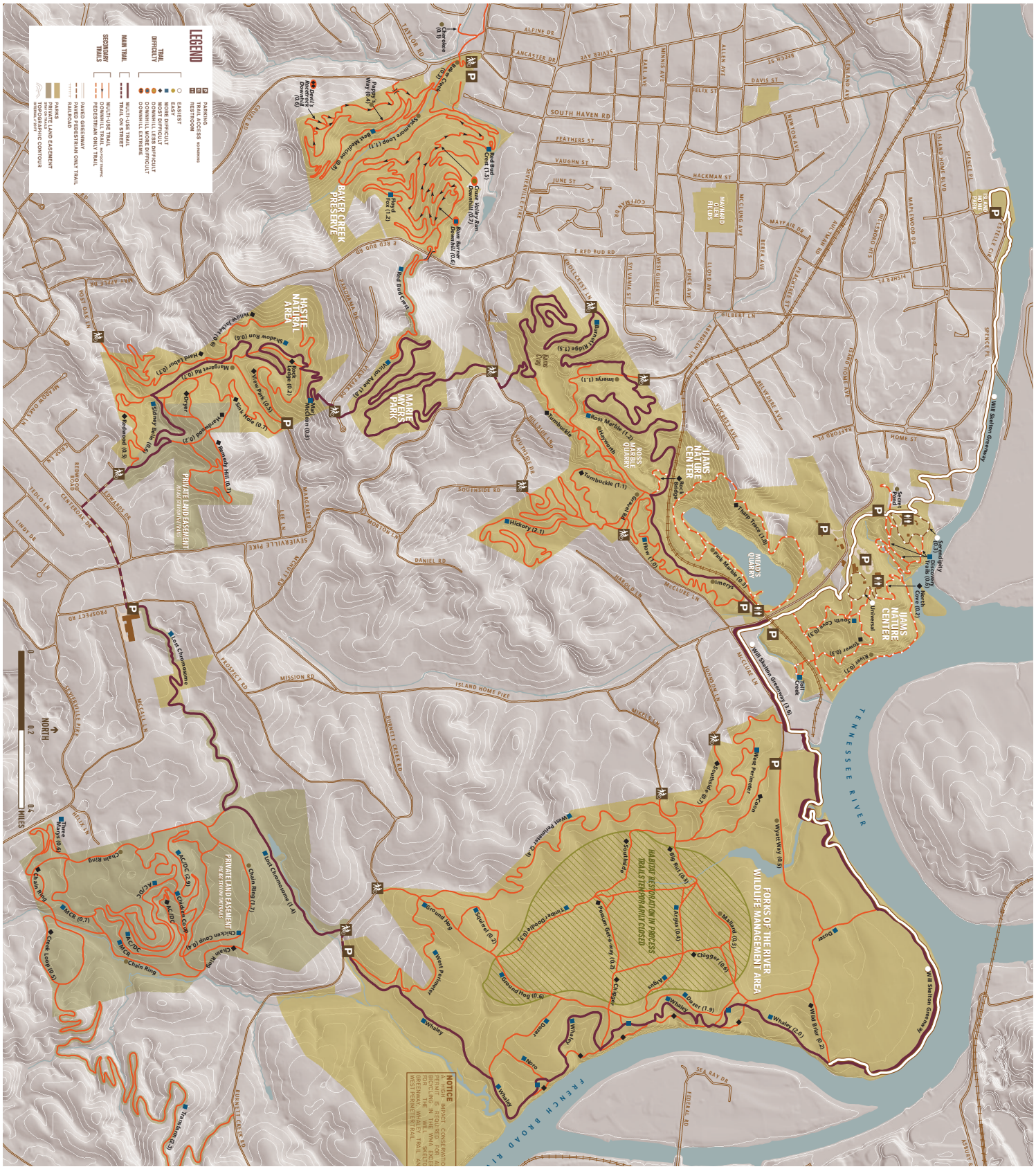


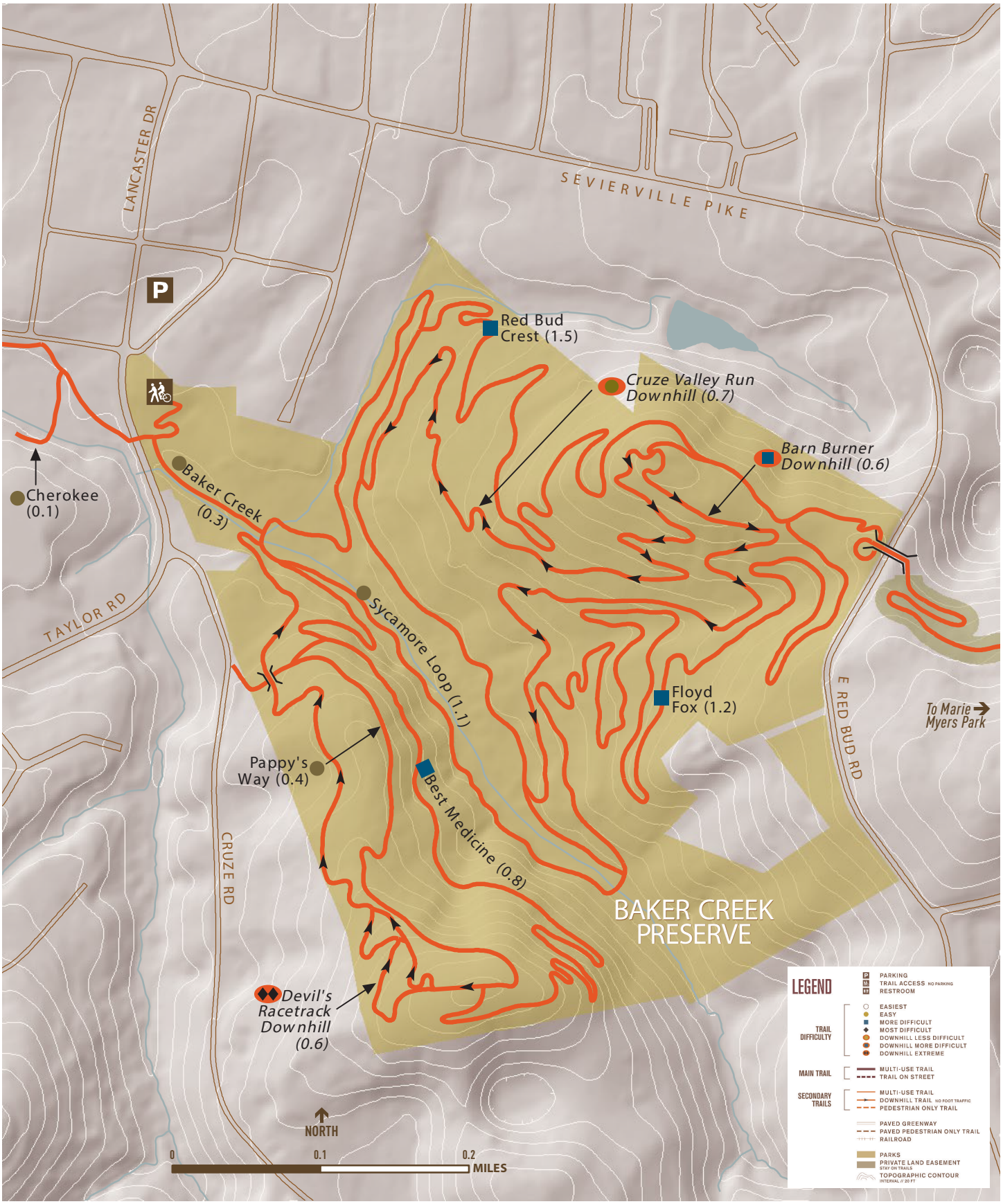
Exhibit C

Urban Wilderness Gateway Park
Bike Park Components
Potential Angled Parking
Cottrell St Greenway
Terminus Parking (65 Spaces)
Shade Trees + Pedestrian Walkway
Bioswale
Event Plaza
Kids Bike Circuit
Ride Center
Swings
Bouldering + Climbing Rocks
Slides + Hillside Scramble
Woodland Plaza + Picnic Area
Greenway
Greenway + Soft Surface Trail
Restrooms
Park Drive
Bioretention
Footpath
Angled Parking (32 Spaces)
Play Forest (Existing)
Entry Wall
Baker Creek Bottoms
Bike + Pedestrian Connection
Secondary Greenway + Connection to Baker Creek Bottoms
Relocated Adventure Playground
Sloped Lawn
Bike Park
Soft Plaza
Flexible Parking Plaza (15 Spaces)
Picnic Pavilion + Restrooms
Kids Mini Pump Track (Existing)
Trailhead
Baker Creek Preserve
South Doyle Middle School Parking (300+ Spaces)
Future BMX Park (By Others)
Woodland
Meadow
Baker Creek
Sevier Ave
McClung Ave
Allen Ave
Price Ave
Minnis Ave
Wynn Ave
Earl Ave
Haywood Ave
Trotter Ave
Pearson Ave
Sevierville Pike
Taylor Rd
Gatlinburg Bypass Rd
Alcoa Hwy
Cross Rd
Bluff View Ln
Lancaster Dr
Junior Heights Rd
Alcoa Dr Ext
Rennie Dr
Lake St
Bluff View Dr
Bluff View Ln
Bluff View Ln
Bluff View Ln

Exhibit D

KNOXVILLE'S URBAN WILDERNESS

BAKER CREEK PRESERVE



Baker Creek Preserve Entrance Concept Design Plan

Exhibit E

CITY OF KNOXVILLE

URBAN WILDERNESS GATEWAY PARK

V&M | port | SANDERS PACE ARCHITECTURE | EQUINOX | GRESHAM SMITH AND PARTNERS