

REQUEST FOR PROPOSALS
Purchasing Department

Town of Mooresville
War Memorial/Liberty Park Feasibility Study
Bid 019-08-0002

Issued November 28th, 2018
Bids Due December 19th, 2018 2:00PM



Town of Mooresville
Town Hall
413 N. Main St
Mooresville, North Carolina 28115

REQUEST FOR PROPOSALS – WAR MEMORIAL/LIBERTY PARK FEASIBILITY STUDY

I. INTRODUCTION

A. Purpose

The Town of Mooresville is soliciting proposals from qualified firms to provide a Feasibility Study to assist the Town in determining whether to pursue plans for a new recreation and aquatics center as well as a second phase of construction for an adjacent park, and if so under what circumstances. The Study will evaluate location, demographics, size, program elements, capital and operating costs, and market potential. This Study will include approximately 12 acres of Town-owned property that currently houses the recreation center, pool and a neighborhood/community park, plus an approximate adjacent 2.4 acres with administrative offices, storage buildings, parking and green space.

Proposals are due back to the Town no later than **Wednesday December 19th, 2018 at 2:00PM**. This is an informal proposal process. Proposals will not be opened and read aloud. The Town reserves the right to reject any and/or all proposals. Please note, these documents become part of the contract between the Town and Firm.

B. General Information

The War Memorial Recreation Center is often considered the foundation of parks and recreation services in the Town of Mooresville. It serves as an important recreation amenity for residents through its recreation programs, out-of-school camps, aquatics opportunities and many facility rentals.

The core of the War Memorial Recreation Center was constructed and opened in 1949 and included various-sized programming rooms and a kitchen. The outdoor swimming pool, pool house and tennis courts were added in 1954, and the gymnasium, offices and basement were added in 1967. Some facility remodeling took place in the mid-1990's. The pool house was renovated in 1999, and a new pool was built inside the existing one. A new gym floor was installed in 2001, and air conditioning was added in 2014.

Liberty Park was also constructed in the late 1940's. Phase I of park renovation will begin in 2019 and will add a new park entrance, bandshell, walking paths and event space to the already existing playground, basketball courts, restrooms and parking. War Memorial and Liberty Park are connected by a small pedestrian bridge that traverses a rock outcrop with waterfall following rain events.

The 2016 Parks and Recreation Master Plan identifies that citizens believe important actions for the Town to take include upgrading existing neighborhood and community parks; developing a new indoor community center; and upgrading the

War Memorial Center. The master plan also notes the need to connect existing walking and biking trails, and to develop additional trails and connecting areas.

C. Brief Scope of Services

The scope of services will include, but not be limited to: existing site and facility analysis; market and demographic analysis; research of similar recreation, park and aquatic facilities; national standards; developing and implementing a public outreach process; graphics and other visual aids for public presentations; capital and operating cost estimating; potential rate structure evaluation; operational cost recovery analysis based on multiple operational models and program components; project scheduling; alternatives for financing; preparation of a draft and final written report; and a final presentation to the Town Board of Commissioners.

D. Site Meeting

Before submitting a proposal for the work, the Firm may attend a non-mandatory on-site meeting to examine the work sites and clarify for themselves the existing conditions under which they will be obliged to cooperate. A non-mandatory on-site meeting will be held at the War Memorial Recreation Center, 220 N. Maple Street, Mooresville, North Carolina, on **Wednesday December 5th at 10:00 A.M. EST**. No allowance shall be made subsequently, on behalf of the Firm, for any negligence on his/her part in not being familiar with town sites.

E. Questions

Upon release of this RFP, all interested bidders shall send an email to purchasingbids@moorevillenc.gov to indicate their intent to submit a proposal. This will give Purchasing a list of firms to send any addendums to the RFP that might arise. Interested bidders that do not respond with their intent to bid may be disqualified. All questions or clarifications should be directed in writing to the Project Manager's email address below and cc'd to purchasingbids@moorevillenc.gov. Any issued addenda will be posted on the Town's website.

Unauthorized contact regarding this RFP with other Town Board, employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding on the Town.

The Project Manager for this RFP will be:

Name: Pam Reidy – Director of Parks & Recreation
Address: Town of Mooresville Parks & Recreation Department
P.O. Box 1455
Mooresville, NC 28115

Telephone: (704) 663-7026

Email: preidy@moorevillenc.gov

F. Proposed Timeline

| | |
|---------------------------|----------------------------|
| Proposals Due | December 19, 2018, 2:00 PM |
| Shortlist Firms Notified | December 28, 2018 |
| Interviews | Week of January 14, 2019 |
| Consultant Selected | Week of January 21, 2019 |
| Anticipated Project Start | Week of February 25, 2019 |

II. TERMS AND CONDITIONS

A. Qualifications

Team expertise should include:

- Recreation center planning, schematic design and engineering expertise.
- Aquatics planning, schematic design and engineering expertise.
- Market demand analysis.
- Recreation and aquatics facility capital and operating cost estimating expertise.
- Site evaluation capabilities and experience including any required transportation and traffic impact expertise.
- Business Planning (Pro Forma, rate sensitivity assessment, projected demand, etc.)
- Broad knowledge of similar facilities' costs and performance characteristics.
- The organization should be able to explore options that could enhance revenue generation and cost recovery.
- Financing of public facilities.

B. Changes and/or Contract Modifications

The Town reserves the right to increase or decrease quantities, services or requirements, or to make any changes necessary at any time during the term of the contract, or any negotiated extension thereof.

Changes of any nature after contract award, which reflects an increase or decrease in requirements or cost, shall not be permitted unless a properly drafted Change Order is submitted to the Purchasing Manager. Town Manager/Town Board approval is required (depending on the overall contract value.) If changes are performed in advance of Town Manager/Town Board approval, this work may be subject to denial and non-payment.

C. Inspection of Work

The Town's Director of Parks and Recreation shall inspect the work and point out to the Firm's representative any discrepancies between what is being presented and what is required under this contract. The Firm shall make adjustments to eliminate these discrepancies.

D. Default

The Town of Mooresville may at any time, by 30-day written notice to the Firm, terminate the contract and the Firm's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

- Failure to provide insurance and bonds when called for, in the exact amounts and within the time specified or any extension thereof.
- Failure to perform the services within the time specified herein, or any extension thereof within 48 hours of notification of the failure.
- The unauthorized substitution of articles for those bid and specified.
- Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
- Failure to perform in compliance with any provision of the contract.

E. Standard of Performance

The Firm guarantees the performance of the commodities, goods or services rendered in accordance with the accepted standards of the industry or industries concerned, except that if this specification calls for higher standards, then such higher standards shall be provided.

Upon the Town's notice of the Firm's failure to comply with such standards or to otherwise be in default of the contract in any manner following the Notice to Proceed, the Firm shall immediately remedy the defective performance in a manner acceptable to the Town and required by the contract documents. Should the Firm fail to immediately correct the defective performance as required by these documents, the failure shall be considered a breach of contract and grounds for termination of the same by the Town.

In the event of any breach of the contract by the Firm, the Firm shall pay any cost to the Town caused by the breach including but not limited to the replacement cost of such goods or services with another Firm.

The Town reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

In the event the Firm is in breach of contract in any manner, and such breach has not been satisfactorily corrected, the Town may bar the Firm from being awarded any future contracts with the Town.

All remedies available to the Town herein are cumulative and the election of one remedy by the Town shall not be a waiver of any other remedy available to the Town.

F. Independent Firm

At all times, the Firm, any of his/her employees, or his/her sub firms and their subsequent employees shall be considered independent contractors and not Town employees. The Firm shall exercise all supervisory control and general control over all workers' duties, payment of wages to Firm's employees and the right to hire, fire and discipline their employees and workers. As an independent Firm, payment under the contract shall not be subject to any withholding for tax, social security or other purposes, nor shall the Firm or his/her employees be entitled to sick leave, pension benefit, vacation, medical benefits, life insurance or worker's unemployment compensation or the like.

G. Called Meetings

The Firm and/or Project Supervisor shall be available to meet with the Town at a mutually agreeable time to discuss problems, issues or concerns relative to the contract. Either party may call a meeting at any time. When such a request for a meeting is made, the meeting date shall, in no case exceed five working days after the request; and, if in the sole opinion of the Director of Parks and Recreation, the severity of the circumstance warrants, no more than one working day.

III. EVALUATION CRITERIA AND PROCESS

Evaluations will be based on the criteria listed below. All proposals will be evaluated using the same criteria and possible points:

A. Responsiveness, Quality and Completeness of Proposal

- All forms completed and everything included that was required by the RFP.
- The quality of written material and presentation, relevant experience, answers to questions, and overall organization.

B. Experience/Qualifications/Creativity

- Experience completing recreation and park feasibility studies.
- Experiences working with municipalities.

- Ability to successfully complete the scope of services to a committed schedule and within budget.
- Ability to successfully work with Town staff.
- Five (5) professional references.
- Does the selected team have proven capability to deliver strong and creative solutions that respond to key issues (demonstrate capability in proposals.)?

C. Scope of Services

- Does the Firm understand what it will take to successfully achieve the goals and objectives of the requested services?
- Did the Firm propose any revisions and/or changes to the Scope of Services that would better serve the Town?

D. Cost of Service

- Is the budget reasonable for the scope of services proposed?
- Does the budget provide the Town good value?

E. Communication

- Firm’s ability to conduct public outreach meetings and solicit input.
- Firm’s ability to communicate ideas, reports and vision(s) in a clear and concise format.
- Success of the project will rely on input from the community and from potential partners – how is this feedback incorporated into the process and final product?

F. Qualifications of Key Individuals

- What personnel will be committed to this project and how are they uniquely suited for this project?

After the proposals are evaluated, the Town will determine whether formal presentations and interviews are necessary, and if so, which vendors may be invited to make a formal presentation and/or sit for a panel interview. The Town may choose not to require formal presentations or interviews. The Town may choose to contact officials from other jurisdictions regarding the firm, their prior work experience and their ability to successfully complete the scope of services. The Town may request clarification or additional information from a specific firm in order to assist in the Town’s evaluation of a proposal. Finally, the Town may require changes in the scope of services as deemed necessary by the Town, before execution of the contract, or cancel the project if there is not enough interest.

IV. SUB-FIRMS

The undersigned bidder agrees that the following is a complete and accurate list of all sub-Firms to be utilized if awarded this contract and any changes from this list shall be permitted only with the consent of the Town of Mooresville.

LIST NAME OF EACH SUB-FIRM AND BRIEF DESCRIPTION OF WORK TO BE DONE:

V. PROPOSAL

The undersigned, having become thoroughly familiar with all the proposal documents incorporated herein, the locations described in this document and local conditions affecting the work, hereby proposes to undertake everything required to perform in strict conformity with these documents necessary to complete in a workmanlike manner the work described for the Town of Mooresville at the unit prices below.

TOWN OF MOORESVILLE WAR MEMORIAL/LIBERTY PARK FEASIBILITY STUDY

Firm proposes the following quote for the feasibility study requested by the Town of Mooresville:

Total Fee: \$ _____

What does this include (use additional sheets, if necessary)?

Statistically Valid Survey Fee: \$ _____

Additional Fees: \$ _____

(Outside the Scope of the Project)

What do you consider outside the scope of the project (use additional sheets, if necessary)?

Any additional fees/services that should be included in project scope, but are not:

Please use another sheet of paper to justify your decision.

Proposals may be (1) dropped off at Mooresville Town Hall, 413 North Main St., Mooresville, NC, (2) mailed to Purchasing Manager, Town of Mooresville, PO Box 878, Mooresville, NC 28115, (3) emailed to purchasingbids@mooresvillenc.gov or (4) faxed to 704-799-4034. It is the responsibility of each bidder to ensure their bid is received before the cutoff date and time.

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this bid, which will become a binding contract if accepted by the Town of Mooresville. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with nor offered or accepted anything of value from an official or employee of the Town of Mooresville that would tend to destroy or hinder free competition.

I hereby state that I have read, understand, and agree to be bound by all the terms of this bid document.

Signature

Name

Date

Title

Firm Name:

Address

Telephone

Accepted by the Town of Mooresville: _____
Name Date