



**THE CHILDREN'S HAVEN, INC.**

**REQUEST FOR PROPOSALS FOR  
PLAYGROUND  
RENOVATIONS**

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## 1.0 PROJECT TEAM

### CLIENT:

THE CHILDREN'S HAVEN, INC

### CLIENT'S REPRESENTATIVE:

Marcie Smith, Executive Director

[Marcie@cherokeechildrenshaven.org](mailto:Marcie@cherokeechildrenshaven.org)

### NOTE

All correspondence shall be with the Client's representative only. Any other attempts at communication, other than with the parties outlined above is grounds for bid disqualification. Please present questions in written form only.

## 2.0 REQUEST FOR PROPOSAL

The purpose of this Request for Proposal is to obtain proposals from qualified General Contractors to construct the first phase of playground following the approved architectural concept drawings from Perkins + Will. Construction will take place at The Children's Haven located in Canton, Georgia at 1083 Marietta Highway, Canton, Georgia 30114.

It is the intent of this Request for Proposal is to obtain fixed price proposals that perform the necessary construction utilizing the drawings that have been approved for the project. Proposals are due no later than December 9, 2019 at 2:00 pm. The project description, Scope of Services being sought, and specifics are outlined below:

### 2.1 Project Description

The Children's Haven located in Canton, Georgia at 1083 Marietta Highway, Canton, Georgia 30114 with a mission to promote the health and happiness of children impacted by abuse. We are committed to building successful children by providing programs that ensure their safety, advocate on their behalf and respond to meet their needs.

This project will update the playground in the rear of the building including site grading and drainage, concrete walks and a basketball court, plantings, installation of donated furnishings and materials, fencing and more. The goal is to create a space that is warm and welcoming for children.

The Children’s Haven has determined the scope and character of the Playground Renovation in collaboration with Perkins + Will and The Children’s Haven. Concept drawings have been developed by Perkins + Will.

The project is anticipated to track against the following milestone schedule.

<b>RFP Issued</b>	07-Nov-19
<b>Site Visit/Pre-Bid Meeting</b>	13-Nov-19 10:00 AM
<b>Questions Due</b>	20-Nov-19
<b>Addendum Due</b>	25-Nov-19
<b>Bids/Proposals Due</b>	09-Dec-19 2:00 PM
<b>Anticipated Award Date</b>	07-Jan-2020

## 2.2 Scope of Services

The requirements that follow outline the priority of elements to be installed. These requirements represent The Children’s Haven’s design intent and all measurements and existing conditions are the responsibility of the proposing organization to confirm or verify. Drawings were based off of an aerial photograph and will need to be coordinated in the field to verify proper measurements.

Requirements:

1. Site Grading
  - a. Grade entire playground site evenly (as building footprint allows) 1.5%-2% from existing building due east. Ensure positive drainage around new play berm.
  - b. Erosion and drainage management to control water draining onto the property from the north. Erosion to be addressed through a swale minimum 1 foot deep and 3 feet wide with filter fabric and large rocks (8”-12”) for storm water energy dissipation. Rocks should completely cover filter fabric with no exposed material.
2. Concrete Pavement
  - a. Concrete area is approximately 3,058 square feet, including 1,798 square feet of painted concrete for the basketball area (paint by others) and a concrete walkway 4 inches thick with 6 inches thickened edges. Concrete work should include footings for playground equipment, site furnishings,

fencing, sleeves for electrical lines, basketball goal, etc. The Contractor is responsible for all measurements.

3. Fencing
  - a. Install perimeter 6 feet high black chain link fence (330 linear ft) with Gates as identified in drawings.
4. Lighting Electrical lines
  - a. Install all electrical lines, lights (owner-provided) as necessary for site lighting.
5. Miscellaneous
  - a. Install all site furniture (owner-provided) including basketball goal, benches, etc. Step Tree Stumps to be provided by contractor.
  - b. Install Step Stones to gate (owner-provided).

Further the contractor is responsible for:

- a. All required approvals related to construction and installation of the project (for example: building permits, Fire Marshall stamp(s)).
- b. Completion of the project according to the approved plans and not later than the agreed upon completion date.
- c. Final payment will not be made to the contractor until final acceptance by The Children's Haven.
- d. Time is of the essence.

### 2.3 Response Protocol

The Responses must be submitted in an organized manner; each copy should address distinct sections as listed in the RFP Table of Contents. All RFP responses should have consecutively numbered pages

Only written inquiries will be permitted during the solicitation period. Questions are to be submitted via email to the Client's Agent for this solicitation at: [marcie@cherokeechildrenshaven.org](mailto:marcie@cherokeechildrenshaven.org) no later than the date and time indicated in the Schedule, as may be amended. Answers will be posted via formal Addendum and only released as part of the solicitation documents on the organization's website. All interested parties are instructed to monitor the organization's website on a regular basis throughout the solicitation period. The final date for posting of Addenda is per the Schedule, as may be amended.

### 2.4 Proposal Format

Interested Bidders/Proposers should complete and submit the Bid/Proposal Package which, at a minimum, will contain the following:

- A. Cover page with company name, contact name, address and telephone number.
- B. Company background and approach
  - a. Provide a brief history of firm and identify projects of similar size and scope that your firm has completed.

- b. General contractor's license
- C. Organization and Staffing for this project

a.

- D. Information and Addenda Acknowledgement Form (Appendix A),
- E. Non-Influence and Non-Collusion Affidavit (Appendix B)
- F. E-Verify Affidavit (Appendix C),
- G. References (Appendix D) - Please provide at least 3 client references. The Children's Haven reserves the right to contact not only those references listed by the proposer in its proposal but references both included in the proposal and beyond as a means of scoring; further The Children's Haven reserves the right to contact as many references as may be needed, in The Children's Haven's sole determination, to score "References".
- H. Acceptance of The Children's Haven Agreement (Appendix E) – see "Contract" section below
- I. Suspension, Debarment and Litigation Affidavit (Appendix F) provided by the county.
- J. Certifications, Licenses or Registrations as required by law and as applicable to the solicitation (Appendix G)
- K. Proof of Insurance or ability to provide Insurance per the limits identified in the Agreement (Appendix H)
- L. Bid Bond Requirements (Appendix I)
- M. Contractor's Qualifications Statement (Appendix J)
- N. Davis-Bacon Act shall apply to all construction agreements that may result from this solicitation and that are in excess of \$2,000.
- O. Prior/Pending Litigation
- P. Fee Proposal (See below)

Children's' Haven is requesting:

- A. Original – One (1) (Unbound, 8 1/2x11, One sided only)
- B. Copies – Two (2)

## 2.5 Fee for Basic Services

Any proposal submitted shall constitute an irrevocable offer, for a period of 90 days, to provide to the organization the proposed services at the proposed compensation.

The organization reserves the right to reject any or all bids/proposals, to waive technicalities and to make a selection and final award as deemed to be in the best interest of the organization, including using any form of contract it deems most advantageous to the organization. The organization further reserves the right to reject the bid of any vendor who has previously failed to perform properly or complete on time contracts of a similar nature, or who upon investigation shows is not in a position to perform the contract.

**CONTRACT:** The Children’s Haven intends to use its standard:  Professional Services Agreement or  Construction Services Agreement and  Purchase Order to create a contract for the Work outlined in this solicitation. If using an Agreement, it has been included for review and reference as a separate PDF document to this solicitation and the organization strongly urges all bidders/proposers to review the standard Agreement with its legal counsel and insurance representative(s). Acceptance of the Agreement and all terms and conditions, inclusive of the liability insurance limits, is to be noted on the provided form and as indicated in the Submittal Instructions above. If using Purchase Order, the terms and conditions of the solicitation govern.

**2.6 Evaluation Criteria**

Bids/Proposals will be evaluated based on the following criteria as broadly defined:

Weighting of Selection Criteria:

<u>Percent</u>	<u>Category</u>
40%	Qualifications/Previous Experience (Please refer to Section 2.4)
10%	References
50%	Cost

**END OF SECTION 2**

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## SECTION 3

### GENERAL SOLICITATION TERMS AND CONDITIONS:

#### 1. Project Schedule & Addenda

- 1.1 All official dates and times will be posted to the Bids/RFP section of The Children's Haven website [www.cherokeechildrenshaven.org](http://www.cherokeechildrenshaven.org).
- 1.2 The project schedule is subject to change at the discretion of The Children's Haven. All schedule changes will be publicly posted in the Bids/RFP section on The Children's Haven's website.
- 1.3 Changes or clarifications to the schedule and specifications will be communicated through email.

#### 2. Questions/Information

- 2.1 All questions and requests for information shall be addressed to the Client's Agent via email within the deadline set by The Children's Haven in the project schedule for submitting questions. Questions received after the question submission deadline will be answered at The Children's Haven's discretion.
- 2.2 Questions should include RFP number, a reference to the specific section(s) in question, and provide an email contact for acknowledgement.
- 2.3 It is the supplier's responsibility to ensure that the Client's Agent has received the question and that an acknowledgement has been sent verifying receipt.
- 2.4 Answers to questions received prior to the question submission deadline will be posted on The Children's Haven's website in the form of an addendum.

#### 3. Pre-Bid/Proposal Meeting (if applicable)

- 3.1 Discussions during the pre-bid/proposal meeting are informal in nature and will not be provided as meeting minutes or included in the solicitation documents. Only the solicitation package and posted addenda shall constitute the official information to be used by the supplier in preparing a bid/proposal.
- 3.2 All attendees at mandatory pre-bid/proposal conferences will be required to sign an attendance sheet indicating their attendance at the meeting. Signatures will be collected prior to the start of the meeting and may continue to be accepted for a period of 15 minutes once the meeting has begun. After the 15 minute grace period, it will be at the sole discretion of The Children's Haven to allow further signatures from late arrivers. It is the responsibility of the supplier to ensure they have signed the attendance sheet in order to receive credit for attending the meeting; The Children's Haven assumes no responsibility for the supplier's attendance or directions to the meeting.

#### 4. Communication with The Children's Haven Representatives

- 4.1 Suppliers shall avoid engaging in communication with The Children's Haven staff regarding this project, unless directed by the Client's Agent in charge of this solicitation. Unauthorized contact may disqualify the supplier from further consideration.



## 5. Proposal Preparation & Submission

- 5.1 Proposals shall be prepared simply and economically, providing a straightforward and concise description of the supplier's capabilities to satisfy the requirements of the solicitation.
- 5.2 The Children's Haven expects bids/proposals to be well organized according to the terms and organization of the solicitation, as well as address all the requirements contained in the solicitation (including any addenda).
- 5.3 Any and all costs associated with participating in this solicitation will be solely borne by the supplier.
- 5.4 Proposals and required forms must be signed by an authorized representative of the supplier.
- 5.5 Information which the supplier desires to present but does not fall within any of the requirements of the solicitation should be inserted at the end of the bid/proposal and designated as "Additional Material".
- 5.6 It is the supplier's responsibility to ensure that the bid/proposal is responsive to all The Children's Haven's requirements and complete in all aspects.
- 5.7 The original bid/proposal should be clearly marked "original" and should be unbound, one-sided, 8 1/2" X 11" size. Copies, if applicable, may be bound and double sided; preference is 8 1/2" X 11".
- 5.8 The bid/proposal, at a minimum, should contain all of The Children's Haven's standard forms provided in the solicitation and any additional information as listed in the Submittal Instructions above; lack of such required submittals may be reason to deem a bid/proposal "non-responsive". Such a determination by The Children's Haven shall not be a cause of action by the bidder/proposer against The Children's Haven.
- 5.9 Suppliers should use the forms included in the solicitation; alternate forms may not be accepted.
- 5.10 Bids/Proposals are to be mailed or delivered in a sealed envelope to the address provided below and in the solicitation.
- 5.11 Bids/Proposals should include the RFB/RFP number on the outer most packaging.
- 5.12 It is the responsibility of the interested party to ensure the timely delivery of the bid or proposal. Improperly addressed bids/proposals run the risk of not being delivered to the Client's Agent by the submission deadline. Late proposals will not be accepted.
- 5.13 Unless otherwise noted in the solicitation, the proposals should be addressed as follows:

Solicitation #  
The Children's Haven  
Attn: Marcie Smith  
1083 Marietta Hwy  
Canton, Ga 30114

## 6. The Children's Haven's Right to Amend and/or Cancel

- 6.1 The Children's Haven reserves the right to cancel this solicitation, in whole or in part, at any time prior to award.

## 7. Subcontractors

7.1 Suppliers whose bid/proposal will include the use of subcontractors are required to identify the scope of the project that they intend to subcontract and the subcontractor proposed to perform the work.

#### 8. The Children's Haven Specifications and Supplier Performance

8.1 Suppliers are expected to have the professional expertise to offer the products/services that are consistent with The Children's Haven's solicitation objectives and that are in the best interest of The Children's Haven. Errors or omissions in the specifications or scope of work that would lead to a lower quality of service or deliverable are to be communicated to the Client's Agent as soon as possible to avoid an inferior work product.

8.2 Acceptance of designs, plans, and specifications by The Children's Haven is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The proposing or bidding organization represents, by the submission it provides, that they possess the requisite expertise and experience to perform in accordance with the requirements within this solicitation. The Children's Haven will not, and need not, inquire into adequacy, fitness, suitability or correctness of supplier's performance. No approval of designs, plans, or specifications by any person, body or agency shall relieve supplier of the responsibility for adequacy, fitness, suitability, and correctness of suppliers' work under professional and industry standards, or for performing services in accordance with sound and accepted professional and industry principals.

#### 9. Open Records and Confidential Information

9.1 Bids/Proposals submitted in response to this solicitation may be subject to public inspection under the Georgia Open Records Act (O.C.G.A. 50-18-70-77). Any information that is required by The Children's Haven to be included in the supplier's bid/proposal that constitutes a trade secret, as defined by the Georgia code, must include an affidavit affirmatively declaring that the information constitutes a trade secret. A general indication that the entire contents (or a major portion of the contents) of the bid/proposal is proprietary cannot be honored.

#### 10. The Children's Haven Assumes No Contractual Obligation

10.1 The Children's Haven assumes no contractual obligation associated with this solicitation until final award has been approved by the Board of Directors and/or The Children's Haven Manager and a fully executed Agreement and/or Purchase Order is provided to the selected supplier. Suppliers or subcontractors performing work prior to the execution of a contract or delivery of a purchase order do so at their own risk.

#### 11. Contractor Responsibility

11.1 The supplier is responsible for furnishing and delivery of all Property included in this solicitation, whether or not the supplier is the manufacturer or producer of such Property. Further, the supplier will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of Property.

#### 12. Suppliers Submission Creates a Contractual Obligation

- 12.1 The RFP and the qualifications and proposal submitted by the successful firm will become part of a written contract between Cherokee The Children's Haven and the firm.
- 12.2 Submission of a response (completed, signed and returned) shall constitute an offer to provide the goods and/or services specified by the Supplier, at the prices stated in the bid/proposal, in accordance with the terms and conditions of The Children's Haven's Contract and the terms and conditions of this solicitation.
- 12.3 If any exceptions are taken to any part of the solicitation or proposed contract, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the supplier fully agrees to The Children's Haven's Standard Agreement in its entirety. The Children's Haven reserves the right to reject all exceptions and award the work to a supplier who agrees to The Children's Haven's terms and conditions without exceptions.

### 13. Tax Exemption

- 13.1 The Children's Haven is exempt from the payment of any federal excise or any Georgia sales tax. The price bid/proposal must be net, exclusive of taxes.

### 14. Classifying Proposals as Responsive and Responsible

- 14.1 The Client's Agent or designee will determine whether a supplier has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through negotiation if information surfaces that would result in a determination of non-responsibility. Proposals found nonresponsive will not be considered further.
- 14.2 The Children's Haven may make such investigations as it deems necessary to determine the ability of each supplier to perform, and the supplier shall furnish to The Children's Haven all such information and data for this purpose as The Children's Haven may request.

### 15. Proposal Withdrawal

- 15.1 Suppliers may withdraw their bids/proposals due to unintentional errors. Proposals received prior to the due date and time may be withdrawn through formal request to the Procurement Department and signed by an authorized individual of the bidder/proposer. Once the bids/proposals have been opened, the supplier shall give notice in writing of his claim of right to withdraw his bid/proposal due to an error within two (2) business days after the date of final submission to The Children's Haven. Bids/proposals may be withdrawn from consideration solely due to a clerical mistake as opposed to a judgment mistake provided that the unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The supplier's original work papers shall be the sole acceptable evidence of error and mistake if they elect to withdraw their bid/proposal. If a bid/proposal is withdrawn under the authority of this provision, the lowest remaining responsive bid/proposal shall be deemed to be low bid/proposal.

15.2 No bidder/proposer who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

#### 16. Opportunity for Discussion

16.1 Suppliers may also be requested to make an oral presentation and/or product demonstration to clarify their bid/proposal or to further define their offer. In either case, Suppliers should be prepared to send qualified personnel to The Children's Haven to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the supplier's expense.

#### 17. Acceptance of Lowest Priced Proposal Not Required

17.1 The Children's Haven shall select the supplier that, in its discretion, offers the most advantageous offer to The Children's Haven. Selection will be based on the evaluation factors outlined in the solicitation. Submission of the lowest price offers no guarantee that the proposal will be determined the most advantageous.

#### 18. The Children's Haven's Right to Reject Bids/Proposals

18.1 The Children's Haven reserves the right to reject any or all bids/proposals based upon its interest or investigation or information submitted and to waive irregularities, informalities, or technicalities. The Children's Haven further reserves the right to make a selection and final award as deemed to be in the best interest of The Children's Haven and to call for new proposals, or to award the contract to the next most qualified proponent if the selected firm will not execute The Children's Haven's standard Professional Services Agreement.

#### 19. Proposals Become The Children's Haven Property

19.1 All submitted bids/proposals and supporting materials as well as correspondence relating to this solicitation become property of The Children's Haven when received. Any proprietary information contained in the proposal must be so indicated.

#### 20. Suspension, Debarment and Litigation

20.1 Suppliers are expected to notify The Children's Haven of any suspension or debarment from performing work for a government entity or any current or pending litigation with a government organization. Suppliers should provide The Children's Haven with a list of current or past suspensions or debarments along with a description of the facts surrounding the suspension and/or debarment as well as a list of current or pending mediation, arbitration or litigation and the facts surrounding those actions. Please use the form included in this solicitation.

20.2 Suppliers are accountable for selecting and managing appropriate subcontractors. Suppliers presenting bids and proposals that include subcontractors that have been suspended, debarred or are in pending litigation, suspension or debarment or from any governmental entity (local, state and/or federal) may cause the bidding or

proposing supplier to be considered non-responsive and/or non-responsible unless the primary supplier as a part of their bid or proposal:

- a) notifies The Children's Haven that as a part of its bid or proposal it has selected a subcontractor or subcontractor(s) that have been suspended, debarred or are pending litigation from a government entity, or suspension or debarment, and
- b) have included the jurisdiction(s) where the subcontractor has suspended or debarred or is being considered for suspension or debarment or litigation and has included the nature of the circumstances resulting in the suspension or debarment or litigation, and
- c) states a compelling reason for including the subcontractor(s) in their bid or proposal, and
- d) includes measures that the bidding or proposing contractor will take to ensure that the subcontractor(s) will complete the work in a timely manner and within the professional standards of quality and workmanship that are expected in the performance of the work bid or proposed, and
- e) in the sole judgement of The Children's Haven it considers the situation to be so compelling that it determined to be in the best interest of The Children's Haven to allow the one- time use of the sub-contractor without prejudice for further consideration on future procurements.

## 21. Insurance

21.1 If insurance is required under the terms of the contract for this project, The Children's Haven shall be listed as an additional insured on the Certificate of Insurance. The "Certificate Holder" shall be listed as "The Children's Haven," acting by and through its Board of Directors, 1083 Marietta Highway, Canton, GA 30114".

