ROCKY MOUNT
FINANCE
THE CENTER OF IT ALL

Parks and Recreation

Request for Proposal #: 320-150926TW

Sunset Park Playground

Date of Issue: September 30, 2026

Proposal Due Date: October 28, 2026

at 2:30 P.M. Eastern Time

Direct all inquiries concerning this RFP to:

Tracy Winfield

Purchasing Associate II

Email: tracy.winfield@rockymountnc.gov

Phone: (252) 972-1229

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CITY OF ROCKY MOUNT
STANDARD FORM OF INFORMAL CONTRACT
AND GENERAL CONDITIONS

FOR

Project ID# 320-150926TW

I. ADVERTISEMENT FOR BIDS

Pursuant to Section 143-129 of the General Statutes of North Carolina, sealed proposals endorsed "RFP #320-150926TW Sunset Park Playground" will be received by the City of Rocky Mount Purchasing Office, located in Frederick E. Turnage Administrative Complex, 331 South Franklin Street, until 2:30 P.M., on Tuesday, October 27, 2026. Proposals will be publicly opened and read at that time in the Purchasing Conference Area located on the 4th floor of the Frederick E. Turnage Administrative Complex.

The project of the design, procurement, and construction of a new playground at Sunset Park in Rocky Mount, NC in accordance with the specifications and requirements contained in the solicitation documents.

All contractors are hereby notified that they shall comply with all applicable North Carolina laws and regulations governing their respective trades and shall be duly qualified and licensed as required.

A mandatory pre-bid meeting will be held on Wednesday, 10/14/2026**,** at 1550 River Drive*,* Rocky Mount, NC 27804. The purpose of the meeting is to review the Scope of Work and answer questions regarding the project. Attendance is mandatory for prospective bidders.

Bid Submission: Bid responses must be received by the City of Rocky Mount Purchasing Office no later than 2:30 P.M. on Wednesday, 10/28/2026. Bids received after the specified deadline will not be considered.

Bids may be submitted by mail to:
CITY OF ROCKY MOUNT
PURCHASING OFFICE - ATTN: TRACY WINFIELD
331 SOUTH FRANKLIN STREET, P.O BOX 1180
ROCKY MOUNT, NC 27802-1180

Bid responses may also be hand delivered to the Purchasing Office at the address above.

Bidding information may be viewed on-line at https://www.rockymountnc.gov/Bids.aspx or https://evp.nc.gov/solicitations/.

The City of Rocky Mount reserves the right to reject any and all bids and to waive informalities as permitted by applicable law. The City will not discriminate against any bidder submitting a bid because of race, creed, color, national origin, religion or handicap.

CITY OF ROCKY MOUNT
Tracy Winfield
Purchasing Associate II

II. INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

A. The bid forms furnished by City of Rocky Mount Purchasing Division with the proposal shall be used and shall not be altered in any manner.
B. All entries on the bid form, including signatures, shall be written in ink.
C. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. ***Unit prices must be limited to TWO decimal places. ***
D. An amount bid shall be entered on the bid form for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item and shall be written in figures in the "Amount Bid" column of the form.
E. The total amount bid shall be written in figures in the proper place on the bid form. The total amount shall be determined by adding the amounts bid for each item.
F. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use White Out or similar product to make corrections.
G. The bid shall be properly executed. All bids shall show the following information:

    a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
    b. Name of individual or representative submitting bid and position or title.
    c. Name, signature, and position or title of witness.
    d. Federal Identification Number
    e. Contractor's License Number
    f. Bids submitted by corporations shall bear the seal of the corporation.
    g. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
    h. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

H. THE PROPOSAL WITH THE BID FORM STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE PURCHASING OFFICE ATTN: TRACY WINFIELD, CITY OF ROCKY MOUNT – PURCHASING DIVISION, 331 S. FRANKLIN STREET, ROCKY MOUNT, NORTH CAROLINA, BY 2:30 PM on **OCTOBER 28, 2026**.
I. The sealed bid must display the following statement on the front of the sealed envelope:
PROPOSAL FOR: RFP 320-150926TW Sunset Park Playground

AWARDING CONTRACT

"The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Transportation (49 C.F.R., Part 21), issued pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin".

Award will be made to the lowest responsible and responsive Bidder for each Contract as soon as practicable, provided that in the selection of equipment or materials, a Contract may be awarded to a responsible Bidder other than the lowest in the interest of standardization or if ultimate economy is clearly evident.

SUBMISSIONS OF BIDS

All spaces for lump sum and unit prices in the Bid Form shall be filled in with a number. Spaces left blank will be evaluated as zero ($0.00).

Discrepancies between the multiplication of units of Work and Unit Prices will be resolved in favor of the Unit Prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

The award of the Contract, if it is awarded, will be to the lowest responsive, responsible bidder on the base bid whose qualifications indicate the award will be in the best interest of the City of Rocky Mount. The City of Rocky Mount reserves the right to waive technicalities and/or reject any or all bids.

The Owner will not consider any bid or award of Contract to any person, firm, or corporation who has defaulted in any obligation to the Owner or who, in the opinion of the Owner, failed to perform their work satisfactorily, either as to character or time.

A conditioned or qualified bid will not be accepted.

Requirements for the submittal information will vary based on the complexity and importance of the product to the project as a whole. Submittals should be prepared in a concise and straightforward manner. Submittals shall clearly identify variances from the specifications. Products that clearly do not meet the requirements of the specifications and plans should not be submitted. Unless noted, products shall be the manufacturer's standard offering, with standard options.

Incomplete submittals, or submittals received after the deadline, shall not be considered.

The Owner and Landscape Architect shall review all submitted questions and issue an Addendum to all document holders no later than the project schedule shown herein unless extended by bid addenda. All requests for interpretations related to this RFP must be submitted in writing to the Landscape Architect no later than the project schedule. All responses to timely submitted requests for interpretations will be published in the form of an addendum and emailed to the pre-bid meeting attendees.

Pre-approval of materials or equipment does not, in any manner, preclude the manufacturer from meeting the full requirements of the specifications, including any performance guarantees required, unless specific exceptions are noted in the pre-approval.

No Post-Bid substitutions shall be permitted except as herein provided.

A Bid Security in the amount of five percent (5%) of the Bid must accompany each Bid a $500,000.00 or more. A Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, with a corporate surety approved by the City of Rocky Mount, will be required for the faithful performance of the contract. Bidders shall provide certification that performance and payment bond sureties are licensed in North Carolina. Applies to bids $300,000.00 or more.

IMPORTANT FEDERAL FUNDING NOTICE

This procurement may be funded in whole or in part with Federal financial assistance. If Federal funds are used for this procurement, the City of Rocky Mount shall administer the procurement and resulting contract in accordance with all applicable Federal statutes, regulations, Federal award terms and conditions, and the requirements of 2 CFR Part 200.

The City shall identify the applicable Federal awarding agency, Federal program, Assistance Listing number, Federal award identification number, and any program-specific Federal requirements before contract execution.

The resulting contract shall contain all Federal contract provisions applicable to the procurement, including applicable provisions required by 2 CFR § 200.327 and Appendix II to 2 CFR Part 200.
Federal requirements shall include, as applicable to the Federal award and the project:

- Governmentwide debarment and suspension requirements;
- Byrd Anti-Lobbying requirements;
- Applicable domestic-preference requirements;
- Applicable recovered-material requirements;
- Telecommunications and video-surveillance equipment or service restrictions;
- Applicable environmental requirements;
- Applicable labor standards, including Davis-Bacon and Related Acts requirements when required by Federal program legislation or the Federal award;
- Applicable Build America, Buy America requirements when required by Federal law or the Federal award;
- Applicable civil-rights and nondiscrimination requirements;
- Applicable record-retention and access-to-records requirements; and
- Any additional Federal awarding-agency or pass-through-entity requirements.

Nothing in this RFP shall be construed to waive or supersede a mandatory Federal requirement.

If Federal funding is not ultimately used for the procurement, only those Federal requirements independently applicable to the City or contract shall apply.

III. PURPOSE

The purpose of this Request for Proposal is to solicit competitive turnkey proposals from qualified, licensed contractors for the design, procurement, and construction of a new playground at Sunset Park in Rocky Mount, North Carolina.

The City intends to award a single contract under which the selected Contractor shall furnish all design, shipping, site work, construction, and project management, testing, inspections, permits, documentation, and other services necessary to deliver a complete, code-compliant, and fully functional playground facility ready for public use, in accordance with this RFP and the resulting Contract Documents.

The procurement shall be conducted in a manner that provides qualified firms a fair opportunity to compete and that promotes full and open competition consistent with applicable City, State, and Federal requirements.

IV. WORK

Required

- Play area of 65’x85’ with concrete border, appropriate sub-surface, grading and drainage.
- Pour-in-place or tile surfacing with accessible connection to existing sidewalk. Landscape Architects shall provide separate alternate pricing for each surfacing option.

- Main play feature consisting of a rope-and-cable climbing playground for ages 6–12 of at least 475 square feet, or a functionally equivalent playground structure of equal or greater size and comparable quality and play value.
- Three-bay minimum swing set.
- Two benches on pad or with pads.
- One trash receptacle located near the sidewalk.
- All design, engineering, procurement, shipping, site preparation, construction, installation, project management, testing, inspections, permits, cleanup, restoration, and closeout documentation necessary for a complete project.

Preferred / Proposal Alternates
The City may consider, but is not obligated to purchase:

- Additional tot-lot equipment for ages 2–5;
- Additional play amenities;
- Accessible play amenities or features;
- Shade structure for bench;
- Shade structure for playground;
- Picnic table and pad;
- Additional benches on pads or with pads;
- Other clearly identified enhancements proposed by the Landscape Architect.

Alternates shall be separately priced and shall not be included in the Base Proposal unless expressly identified as part of the Base Proposal.

The City may accept or reject any alternate in accordance with the terms of the RFP and the City's available funding.

Reference Image
Any photograph or image included in this RFP is provided for general reference concerning the type, scale, appearance, and quality of playground facility desired. It is not intended to restrict competition to a particular manufacturer, brand, model, product, or proprietary design.

Equivalent products and designs meeting or exceeding the stated functional, dimensional, safety, accessibility, quality, and performance requirements shall be considered.



This image of the South Rocky Mount Community Center play area is for REFERENCE ONLY to indicate a space the City is very pleased with. The City recognizes numerous manufacturers provide excellent rope and cable or similar play structures.

V. PROJECT SCHEDULE

Event	Responsibility	Date and Time
Issue of RFP	City	Wednesday, September 30,2026
Mandatory Pre-Bid/Site Visit	City/ Landscape Architects	Tuesday, October 20,2026 at 10:00 A.M. ET
Submit Written Questions	Landscape Architects	Wednesday, October 21,2026 at 5:00 p.m. ET
Final Addendum	City	Thursday, October 22,2026
Submit Proposals (First)	Landscape Architects	Wednesday, October 28,2026 at 2:30 P.M. ET
Rebid	City	Friday, October 30, 2026
Submit Proposals (Rebid)	City	Friday, November 13, 2026
City Council Meeting	City	Monday, December 14, 2026
Contract Award	City	Wednesday, December 14, 2026
Start Construction	Landscape Architects	Friday, December 18, 2026
Construction Complete – All invoices and required documents submitted	Landscape Architects	Friday, March 19, 2027
Prepare Documents	Firm	Sunday, March 21, 2027
Finance Director review and submit	City	Wednesday, March 30, 2027, US Dept of Interior deadline

VI. MANDATORY PRE-BID MEETING

Date: October 20, 2026
Time: 10:00 A.M. Eastern Time
Contact: (252) 972-1229

Instructions: It shall be **MANDATORY** that each Contractor's representative be present for a **mandatory** pre-bid site meeting on **October 20, 2026**. Attendees must meet promptly at 10:00 am at Sunset Park located at **1550 River Drive, Rocky Mount, NC 27804** on the date and time listed above.

All attendees must sign in upon arrival and clearly indicate the Prospective vendor represented on the sign-in sheet.

The purpose of the meeting is to allow prospective Landscape Architects to inspect the site and become familiar with conditions that may affect performance.

Attendance shall be documented by the City.

Information provided during the site meeting that changes, supplements, or interprets the requirements of this RFP shall not become binding unless incorporated into a written addendum issued by the City.

The City will not rely upon oral statements made during the meeting to establish new requirements.

If the City determines that a prospective Landscape Architect was unable to attend because of circumstances beyond its reasonable control, the City may, in its discretion and consistent with applicable procurement requirements, provide an equivalent site-inspection opportunity. Any such determination shall be documented in the procurement file.

VII. QUESTIONS

Written questions shall be emailed to **tracy.winfield@rockymountnc.gov** by the date and time specified in the proposal schedule. Contractors will enter "**RFP #320-150926TW – Questions**" as the subject for the email.

Questions must be received no later than **Wednesday, October 21, 2026, at 5:00 P.M. Eastern Time**.

Responses to questions, clarifications, corrections, and changes to this RFP shall be issued through written addenda, and any additional terms deemed necessary by the City of Rocky Mount will be posted in the form of an addendum to the City of Rocky Mount website **https://www.rockymountnc.gov/Bids.aspx** and the North Carolina Department of Administration website **https://evp.nc.gov/solicitations/** and shall become an Addendum to this RFP.

No oral statement, informal communication, or individual communication by City personnel shall modify or supplement this RFP unless confirmed by written addendum.

Landscape Architects are responsible for monitoring the City's designated procurement website for addenda.

The final addendum is anticipated to be issued no later than **Thursday, October 22,2026**.

If an addendum materially changes the scope, specifications, evaluation criteria, or submission requirements, the City may extend the proposal deadline when necessary to provide Landscape Architects with a reasonable opportunity to respond.

VIII. PROPOSAL SUBMITTAL

Landscape Architects interested in performing the services requested shall submit one complete proposal containing all information required by this RFP.

Proposals shall include:

1. Legal name, address, telephone number, and email address of the Landscape Architect;
2. Authorized contact person;
3. Completed Proposal/Acceptance Form;
4. Base Proposal price;
5. Separately stated prices for all proposed alternates;
6. Proposed playground products, manufacturers, suppliers, and model numbers, where applicable;
7. Product literature and technical information;
8. Renderings or conceptual drawings sufficient to demonstrate the proposed design;
9. Proposed project schedule;
10. Relevant experience;
11. At least three references for projects of similar size, scope, complexity, and value;
12. Applicable North Carolina licenses and certifications;
13. Identification of proposed subcontractors as required by North Carolina law;
14. Required Federal and State certifications;
15. Insurance information;
16. Any exceptions or requested deviations from the RFP; and
17. Any other information specifically required by this RFP.

Proposals shall be addressed to:

City of Rocky Mount
Purchasing – Tracy Winfield
Attn: RFP #320-150926TW
331 S. Franklin Street
Rocky Mount, NC 27804

Proposals may be submitted by U.S. Mail, FedEx, UPS, or hand delivery.

Faxed proposals will not be accepted.

Proposals must be received by the City no later than **Wednesday, October 28,2026 at 2:30 P.M. Eastern Time**.

Late proposals shall be handled in accordance with applicable City procurement procedures.

Proposal Changes and Exceptions

Landscape Architects shall not alter the substantive terms or requirements of this RFP.

Any proposed exception, qualification, substitution, clarification, or deviation shall be identified on a separate sheet clearly referencing the applicable RFP section.

The City may reject a proposal that takes material exception to the requirements of the RFP.

The City shall not modify evaluation criteria or material requirements after the proposal deadline except through a procurement action permitted by applicable law and City policy.

IX. REFERENCES

Landscape Architects must provide at least three references for completed projects of similar size, scope, complexity, and value.

References should demonstrate experience with playground design, procurement, installation, site work, surfacing, accessibility, and project management, as applicable.

The City may contact references to verify the information provided and evaluate past performance.

The City shall not require that referenced projects be located within a specified geographic radius of Rocky Mount.

The City may consider geographic proximity only when relevant to a legitimate project requirement and only in a manner consistent with applicable competition requirements.

City of Rocky Mount projects may be provided as references but shall not count toward the three required independent references.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	EMAIL
Optional: City of Rocky Mount			

X. EVALUATION AND SELECTION METHOD

The City intends to use a competitive proposal evaluation process.

The City will first determine whether each proposal satisfies the mandatory submission requirements and whether the Landscape Architect is eligible and responsible.

A proposal that fails to meet a mandatory requirement may be deemed nonresponsive and may be rejected.

Responsibility determinations shall not be scored as a subjective point category.

A. Mandatory Requirements

The following shall be evaluated on a pass/fail basis:

- Timely submission;
- Required forms completed and signed;
- Required licenses;
- Required references;
- Required insurance information;
- Required subcontractor information;
- Required certifications;

- Compliance with mandatory scope requirements;
- Attendance at the mandatory pre-proposal meeting;
- Required Federal eligibility certifications, if applicable; and
- Any other requirement expressly designated as mandatory in this RFP.

B. Responsibility

The City may evaluate whether a Landscape Architect is responsible based upon factors including:

- Financial capability;
- Technical capability;
- Relevant experience;
- Personnel qualifications;
- Licensing;
- Equipment and resources;
- Past performance;
- Ability to meet the project schedule;
- Ability to satisfy applicable safety and regulatory requirements; and
- Any other legally permissible responsibility factor.

The City may verify information supplied by a Landscape Architect.

Evaluation Factor	**Maximum Points**
Compliance with required scope and technical approach	25
Proposed playground design, quality, durability, and play value	20
Base Proposal price and price of required work	30
Relevant experience and demonstrated past performance	10
Project schedule and ability to meet required completion date	10
Proposed warranty, maintenance, and post-installation support	5
Total	100

The City may use a scoring sheet documenting the basis for each evaluator's score.

The City may request clarification of a proposal when permitted by applicable procurement requirements.

Clarification shall not be used to permit a material revision of a proposal or to provide an unfair competitive advantage.

If discussions or negotiations are conducted, they shall be conducted in accordance with the City's applicable procurement procedures and the published evaluation framework.

The City may award to the Landscape Architect whose proposal is determined to provide the best value based upon the published evaluation factors, applicable procurement requirements, and available funding.

The City will not use unpublished evaluation factors to determine the award.

XI. PROJECT BUDGET AND ALTERNATES

The anticipated project budget is approximately $340,000.

This amount is an estimate and does not constitute a guaranteed contract amount.

Landscape Architects shall provide complete pricing for all Required Base Proposal work.

Alternates shall be separately identified and priced.

The City may select none, one, or multiple alternates, subject to available funding and applicable procurement requirements.

Where an alternate replaces a Base Proposal item, the Landscape Architect shall clearly identify:

1. The Base Proposal amount;
2. The amount deducted for removal of the Base Proposal item; and
3. The amount added for the alternate item.

The resulting net change shall be clearly identified.

XII. CITY'S RIGHTS AND OPTIONS

The City reserves the following rights, which may be exercised at the City's sole discretion:

- To supplement, amend, substitute or otherwise modify this RFP at any time;
- To cancel this RFP with or without the substitution of another RFP;
- To take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the City;
- To issue additional requests for information;
- To require one or more Service Providers to supplement, clarify or provide additional information in order for the City to evaluate the Proposals submitted;
- To conduct investigations with respect to the qualifications and experience of each Service Provider;
- To waive any defect or irregularity in any Proposal received;
- To reject any or all Proposals;
- To share the Proposals with City employees other than the Evaluation Committee or City advisory committees as deemed necessary;
- To award all, none, or any part of the Services that is in the best interest of the City, with one or more of the Service Providers responding, which may be done with or without re-solicitation.
- To discuss and negotiate with selected Service Provider(s) any terms and conditions in the Proposals including but not limited to financial terms; and
- To enter into any Contract deemed by the City to be in the best interest of the City, with one or more of the Service Providers responding
- The City reserves the right to withhold payment and/or offset any amounts due to the Contractor under this contract against any debt, delinquent taxes, fees, fines utility charges, judgements, or other obligations owed by the Contractor to the City.

ATTACHMENT A: PROPOSAL/ACCEPTANCE FORM

For

RFP 320-150926TW

Sunset Park Playground

TURNKEY

The Landscape Architect proposes to provide all design, engineering, shipping, site work, construction, installation, project management, testing, inspections, permits, cleanup, restoration, closeout documentation, and other necessary work to complete the project.

Required Base Proposal

Item	**Price**
65' x 85' play area, concrete border, sub-surface, grading and drainage	$
Pour-in-place surfacing	$
Three-bay minimum swing set	$
Main rope/cable or equivalent playground structure	$
Two benches and pads	$
Trash receptacle	$
Required site work, installation, project management and closeout	$
TOTAL BASE PROPOSAL	$

The Landscape Architect shall identify which surfacing option is included in the Base Proposal.

Preferred Alternates

Alternate	**Description**	**Add/Deduct**	**Price**
1	Alternate surfacing option	$	$
2	Additional tot-lot	$	$
3	Additional accessible play feature	$	$
4	Playground shade structure	$	$
5	Bench shade structure	$	$
6	Picnic table and pad	$	$
7	Additional benches	$	$
8	Other proposed enhancement	$	$

The City may add, delete, or modify alternates by written addendum before the proposal deadline.

Proposal Certification

The undersigned certifies that:

1. The Landscape Architect has examined the RFP and understands the requirements.
2. The Landscape Architect has inspected the site as required.
3. The Landscape Architect's proposal is based upon the requirements of the RFP and all issued addenda.
4. The Landscape Architect has identified all exceptions and qualifications.
5. The Landscape Architect will comply with applicable Federal, State, and local requirements.
6. The Landscape Architect will comply with applicable Federal award requirements if Federal funds are used.
7. The Landscape Architect will comply with applicable labor, safety, licensing, accessibility, environmental, and building-code requirements.
8. The information submitted is true and complete to the best of the Landscape Architect's knowledge.

Base Proposal: $_____

Amount in Words: _____

NC Contractor License Number: _____

NC GS143-128(d) requires all single prime bidders to identify their subcontractors for the above subdivisions of work. A contractor whose bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (i) if the listed subcontractor's bid is later determined by the contractor to be non-responsible or non-responsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (ii) with the approval of the awarding authority for good cause shown by the contractor.

Respectively submitted this _____ day of _____ 20____

_____

(Contractor's Name)

Federal ID#: _____ By: _____

Witness: _____ Title: _____
(*Owner, partner, corp. Pres. Or Vice President)*

_____ Address: _____
(Proprietorship or Partnership)

Attest: *(corporation)* Email Address: _____

(***Corporate Seal)***

By: _____ License #: _____

Title: _____
(Corporation, Secretary. /Ass't Secretary.)

FEDERAL CONTRACT REQUIREMENTS

The following provisions shall be incorporated into the resulting contract to the extent applicable to the Federal award and procurement.

1. Federal Award Identification

Federal Awarding Agency: _____

Federal Program: _____

Assistance Listing Number: _____

Federal Award Identification Number: _____

Federal Award Date: _____

Pass-Through Entity, if applicable: _____

Federal Funding Amount: _____

Federal Funding Percentage: _____

2. Compliance With Federal Law

The Contractor shall comply with all applicable Federal statutes, regulations, executive orders, and Federal award terms and conditions applicable to the project.

3. Debarment and Suspension

The Contractor represents that neither it nor, to the Contractor's knowledge, its principals, subcontractors, or other participants required to be checked under applicable Federal requirements are presently suspended, debarred, or otherwise excluded from participation in Federal programs.

The City may verify eligibility through the System for Award Management and other applicable Federal systems.

The Contractor shall immediately notify the City if its Federal eligibility status changes during the contract.

4. Byrd Anti-Lobbying

For any contract exceeding $100,000, the Contractor shall comply with applicable Federal lobbying restrictions and submit the required Byrd Anti-Lobbying certification and disclosures.

The Contractor shall require applicable lower-tier participants to comply with the same requirements.

5. Telecommunications and Video-Surveillance Equipment

The Contractor shall comply with applicable Federal restrictions concerning covered telecommunications equipment or services and covered video-surveillance equipment or services, including 2 CFR § 200.216 and related Federal requirements.

Federal funds shall not be used in violation of applicable Federal restrictions.

6. Domestic Preferences

To the extent applicable, the Contractor shall comply with Federal domestic-preference requirements applicable to the Federal award, including 2 CFR § 200.322.

If the project is subject to the Build America, Buy America Act, the Contractor shall comply with the applicable requirements of Federal law, 2 CFR Part 184, and the Federal awarding agency's applicable BABA requirements, including applicable waiver procedures.

The City shall identify any project-specific BABA requirements in the solicitation or by addendum before proposal submission when practicable.

7. Recovered Materials

To the extent applicable, the Contractor shall comply with Federal requirements concerning the procurement and use of recovered materials under 2 CFR § 200.323 and applicable Federal environmental requirements.

8. Davis-Bacon and Related Acts

Davis-Bacon and Related Acts requirements shall apply only if required by the Federal program legislation, Federal award, or other applicable Federal authority.

If applicable, the City shall incorporate the required U.S. Department of Labor wage determination and labor standards provisions into the solicitation and resulting contract.

The Contractor and all applicable subcontractors shall comply with the applicable wage determination, payroll, certification, recordkeeping, and labor-standard requirements.

9. Environmental Requirements

The Contractor shall comply with applicable Federal environmental requirements identified in the Federal award or by the Federal awarding agency or pass-through entity.

10. Records and Access

The Contractor shall maintain records necessary to document performance, costs, payments, changes, compliance, and other matters relating to the Federal award and contract.

The Contractor shall provide access to such records to the City and other governmental entities authorized under applicable Federal, State, and local law.

11. Termination

The City may terminate the contract for cause or convenience as provided in the contract and applicable Federal requirements.

Termination procedures and settlement shall comply with applicable Federal requirements and the terms of the executed contract.

ATTACHMENT B: ACCEPTED by the City of Rocky Mount

For

Sunset Park Playground

320-150926TW

City of Rocky Mount

Total amount accepted by the owner, included base proposal and proposal alternates:

$_____

BY:_____Title: **Purchasing Manager**

Date: _____

PRE-AUDIT

This instrument has been preaudited in the manner required by the Budget and Fiscal Control Act.

_____

Finance Director **Date**

ATTACHMENT C: G E N E R A L C O N D I T I O N S

1. GENERAL

By submitting a proposal, the Contractor acknowledges that it has examined the contract documents, drawings and specifications, attended the required site meeting, inspected the site, and familiarized itself with conditions affecting the work.

2. CONTRACT DOCUMENTS

The Contract Documents consist of:

- Executed contract;
- Proposal/Acceptance Form;
- This RFP;
- General Conditions;
- Supplementary General Conditions;
- Drawings and specifications;
- Addenda;
- Approved submittals;
- Approved change orders;
- Required bonds;
- Insurance certificates;
- Applicable Federal contract provisions; and
- Other documents expressly incorporated into the executed contract.

If a conflict exists between the Contract Documents, the executed contract and applicable mandatory Federal requirements shall control to the extent required by law, followed by the specifications, drawings, and other documents in the order established in the executed contract.

3. FEDERAL REQUIREMENTS

If Federal funds are used, the Contractor shall comply with all applicable Federal award requirements incorporated into the Contract Documents.
Federal requirements shall flow down to subcontractors and lower-tier participants when required.
The Contractor shall remain responsible for ensuring that its subcontractors comply with applicable contract requirements.

4. SUBMITTALS

No equipment or material requiring Owner approval shall be ordered or installed before written approval of the required submittal, unless the City expressly authorizes otherwise in writing.
Submittals shall demonstrate compliance with applicable safety, accessibility, performance, manufacturer, ASTM, CPSC, building-code, and other project requirements.

5. SUBSTITUTIONS

Substitution requests shall identify the proposed manufacturer, supplier, product, model, specifications, performance data, warranties, applicable testing, and comparison with the specified product.
Substitutions shall not be used to restrict competition or circumvent the solicitation requirements.
Where a substitution is approved before proposal opening and materially affects the solicitation, the City shall issue an addendum to all prospective Landscape Architects.

6. CODES, PERMITS AND INSPECTIONS

The Contractor shall obtain all permits required for its work and shall comply with applicable:

- North Carolina Building Code;
- Electrical Code;
- Accessibility requirements;
- OSHA requirements;
- Local ordinances;
- Fire and life-safety requirements;
- Playground safety requirements;
- ASTM standards;
- CPSC requirements; and
- Other applicable Federal, State, and local laws and regulations.

7. PLAYGROUND SAFETY

All playground equipment, surfacing, installation, and related work shall comply with applicable current ASTM and CPSC requirements.

The Contractor shall provide required manufacturer's documentation and inspection/certification documentation before final acceptance and payment.

Where a Certified Playground Safety Inspector inspection is required by the RFP or applicable project requirements, the Contractor shall provide the required certification before final payment.

8. CHANGES IN WORK

No change affecting scope, price, or contract time shall be performed without an authorized written change order, except emergency work expressly authorized by the Owner.

Change orders shall identify:

- Description of change;
- Reason for change;
- Price adjustment;
- Time adjustment;
- Supporting cost information; and
- Required approvals.

The Contractor shall not perform extra work based solely on oral instructions.

9. PAYMENTS

Payments shall be made in accordance with the executed contract, applicable North Carolina law, and applicable Federal requirements.
The City shall pay only for work satisfactorily performed and properly documented.
Federal funds shall be used only for allowable project costs under the applicable Federal award.

10. RETAINAGE

Retainage shall be administered in accordance with applicable North Carolina law, the City's applicable policies, and any Federal award requirements.

11. INSURANCE

The Contractor shall maintain the insurance required by the City and applicable North Carolina law.
The Contractor shall provide certificates of insurance before beginning work.

The City may require additional coverage when reasonably necessary for the project and permitted by applicable law.

12. EQUAL EMPLOYMENT AND NONDISCRIMINATION

The Contractor shall comply with all applicable Federal, State, and local laws prohibiting discrimination in employment and the provision of services.

This provision shall be interpreted and administered consistently with the Federal laws and requirements currently applicable to the contract.

The parties shall not rely upon or incorporate requirements based solely on Executive Order 11246 or regulations implementing that revoked Executive Order.

Applicable requirements under Section 503 of the Rehabilitation Act, VEVRAA, Title VI, the Americans with Disabilities Act, Section 504, and other applicable Federal civil-rights laws shall be observed when applicable to the contract or Federal award.

13. RECORDS

The Contractor shall maintain complete records relating to the project, including:

- Invoices;
- Payroll records where applicable;
- Subcontractor payments;
- Change orders;
- Material invoices;
- Progress documentation;
- Testing and inspection records;
- Certifications;
- Federal compliance documentation;
- Procurement-related records provided to the Contractor; and
- Other records required by the Contract Documents or applicable law.

Records shall be retained for the period required by applicable Federal, State, and local requirements.

14. ASSIGNMENT

No assignment of the Contractor's obligations or right to receive payment shall be permitted without the City's written approval and compliance with applicable law.

15. GUARANTEE

The Contractor shall guarantee materials and workmanship for at least twelve months following final acceptance unless a longer manufacturer's warranty or contract warranty applies.

Manufacturer warranties shall be assigned to the City where applicable.

16. TERMINATION FOR CAUSE

The City may terminate the contract for cause upon written notice if the Contractor materially fails to perform, fails to comply with applicable law, fails to maintain required insurance, becomes insolvent, materially violates the Contract Documents, or otherwise defaults.

The Contractor shall be given the opportunity to cure when required by the contract or applicable law.

17. TERMINATION FOR CONVENIENCE

The City may terminate the contract for convenience upon written notice when authorized by the Contract Documents and applicable law.

Upon termination, the Contractor shall stop work as directed and shall protect completed work and materials.

The Contractor shall be compensated for allowable work satisfactorily completed through the effective termination date and other amounts expressly permitted by the contract and applicable law.

The Contractor shall not be entitled to anticipated profits on unperformed work unless expressly required by applicable law or the executed contract.

18. FEDERAL AWARD REMEDIES

If Federal funds are used, the City may apply appropriate contractual remedies for violations of Federal award requirements, including suspension of payments, withholding of payment, corrective action, termination, or other remedies authorized by the Contract Documents and applicable Federal requirements.

19. GOVERNING LAW

The contract shall be governed by the laws of the State of North Carolina, except to the extent a mandatory Federal requirement governs the applicable matter.

ATTACHMENT D: SUPPLEMENTARY GENERAL CONDITIONS

TIME OF COMPLETION
The Contractor shall commence work to be performed under this Contract on a date to be specified in written order from the Designer/Owner and shall fully complete all work hereunder within **91 consecutive calendar days** from the Notice to Proceed. The project overrun, liquidated damages, shall be **$500.00 per day**.

If the Contractor is delayed at any time in the progress of his work by any act or negligence of the Owner, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time may be reasonably extended in a written order from the Owner upon written request from the contractor within ten days following the cause for delay. Time extensions for weather delays, acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the Owner do not entitle the Contractor to compensable damages for delays. Any contractor claim for compensable damages for delays is limited to delays caused solely by the owner or its agents.

CONSTRUCTION SCHEDULE
Project start date will be _____, 202___ with a completion date of _____, 20__.
Contractor to provide a schedule for how they intend to complete the project within the proposed project timeframe.

PAYMENTS
Payment will be provided following the approved application and certification for payment throughout the project.

UTILITIES
Owner may provide certain utilities such as power or water with connections and extensions by the Contractor.

USE OF SITE
May be restricted. Work hours may be limited. Parking permits may be required.

ATTACHMENT E: SUPPLEMENTAL VENDOR INFORMATION

HISTORICALLY UNDERUTILIZED BUSINESSES

Historically Underutilized Businesses (HUBs) consist of minority, women, and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises, and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP. Any questions concerning NC HUB certification, contact the **North Carolina Office of Historically Underutilized Businesses** at (984) 236-0130. The Vendor shall respond to questions (a) and (b) below.

a) Is Vendor a Historically Underutilized Business? ☐ **Yes** ☐ **No**

b) Is Vendor Certified with North Carolina as a Historically Underutilized Business? ☐ **Yes** ☐ **No**

If so, state HUB classification: _____

The City encourages participation by qualified Historically Underutilized Businesses and other businesses eligible for participation under applicable North Carolina law.
The City shall administer HUB participation requirements in accordance with applicable North Carolina law and City procurement policy.
Participation information may be used for outreach and reporting purposes but shall not be used as an undisclosed evaluation factor.

FEDERAL SMALL BUSINESS AND SOCIOECONOMIC PARTICIPATION

If Federal funds are used, the City shall take the applicable affirmative procurement steps required by Federal law and the Federal award to provide appropriate opportunities for qualified small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor-surplus-area firms.

Landscape Architects may provide information concerning their status and intended subcontracting participation for procurement-record and reporting purposes.
Such information shall not be used as an undisclosed evaluation factor.

CONTRACTOR REGISTRATION

New vendors must complete a vendor registration form using the link below. If you are a current vendor that has not completed the online vendor registration, also complete the form. Once registration is complete, email a copy of your W-9 and E-Verify Affidavit to the contact person listed on the coversheet.

https://www.rockymountnc.gov/316/Vendor-Registration

The Contractor shall provide all tax, payment, E-Verify, licensing, and other documentation required by the City and applicable law.

ATTACHMENT F: PROPOSED PRODUCTS FORM

No.	Item	Proposed Product(s)	Supplier Names & Addresses
1			
2			
3			
4			
5			

The Contractor certifies that each proposed product complies with the requirements of the RFP or that any exception is specifically identified in the proposal.

The City may require additional product information, testing data, certifications, warranties, accessibility information, safety information, and manufacturer documentation before approving a product.

Contractor:

By: _____ Date: _____
Signature & Title

Approved: CITY OF ROCKY MOUNT

By: _____ Date: _____
Owner or Designer

ATTACHMENT G: WORKERS' COMPENSATION INDEMNITY AGREEMENT

Project Title: _____
Contract Number: _____

This Workers' Compensation Indemnity Agreement ("Agreement") is entered into by and between the City of Rocky Mount ("City") and the undersigned Contractor as a condition of award of the above-referenced contract.

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1. Certification of Coverage

The Contractor certifies that it is in compliance with the North Carolina Workers' Compensation Act (NCGS Chapter 97) and has obtained all necessary workers' compensation insurance coverage for its employees.

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2. Indemnification

The Contractor agrees to defend, indemnify, and hold harmless the City, its officers, employees, and agents from and against any and all claims, demands, actions, liabilities, losses, or expenses (including attorney's fees) arising out of:

- **The Contractor's failure to maintain workers' compensation insurance as required by law;**
- **Any claims brought by the Contractor's employees, subcontractors, or agents for injuries or illnesses arising out of work performed under this contract.**

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3. Subcontractors

The Contractor further agrees that it is solely responsible for ensuring that all subcontractors maintain required workers' compensation coverage and shall indemnify the City against any claims arising from a subcontractor's failure to do so.

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4. Duration

This Agreement shall remain in effect for the duration of the contract and any extensions, renewals, or amendments thereto.

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5. Acknowledgment

The Contractor certifies compliance with the North Carolina Workers' Compensation Act and shall maintain workers' compensation coverage as required by North Carolina law.

The Contractor shall ensure that applicable subcontractors maintain required workers' compensation coverage.

The Contractor shall indemnify the City to the extent permitted by applicable law for claims arising from the Contractor's failure to maintain required workers' compensation coverage.

Nothing in this agreement shall be construed to waive any statutory limitation or immunity applicable to the City.

Contractor: _____
(Company Name)

By: _____
(Signature of Authorized Representative)

Name/Title: _____

Date: _____

State of North Carolina
County of _____

I, _____, a Notary Public in and for said County and State, certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 20.

_____
Notary Public
My commission expires: _____

FEDERAL CERTIFICATIONS

A. Debarment and Suspension Certification

The Landscape Architect certifies that neither the Landscape Architect nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in Federal transactions by any Federal department or agency, except as disclosed in writing with the proposal.

The Landscape Architect shall immediately notify the City if its eligibility status changes before award or during contract performance.

Signature: _____

Name/Title: _____

Date: _____

B. Byrd Anti-Lobbying Certification

For a contract exceeding $100,000, the Landscape Architect certifies compliance with applicable Federal restrictions on the use of Federal funds for lobbying and shall submit all certifications and disclosures required by Federal law.

Signature: _____

Name/Title: _____

Date: _____

C. Telecommunications and Video-Surveillance Certification

The Landscape Architect certifies that it will comply with applicable Federal restrictions concerning covered telecommunications equipment or services and covered video-surveillance equipment or services.

Signature: _____

Name/Title: _____

Date: _____

D. Federal Award Compliance

The Landscape Architect acknowledges that the resulting contract may be subject to Federal award requirements and agrees to comply with all applicable requirements incorporated into the contract.

Signature: _____

Name/Title: _____

Date: _____