### I. REQUEST FOR QUALIFICATIONS OVERVIEW

## 1.1 Purpose of Request for Qualifications

The Town of Matthews ("Town") is hereby soliciting responses to a Request for Qualifications (Proposal) for professional design and engineering services from one or more multidisciplinary firms to the project as described below. The primary purpose is to configure the historic Matthews Train Depot Building (Depot) located at 201 Matthews Station Street in downtown Matthews for use as a Visitor's Center. The Depot footprint is approximately 1.700 square feet with approximately 950 square feet of open display space. In addition, there is a caboose adjacent to the Depot that retains its original interior features and is accessible to the public. The task is to best display information, in both spaces, such that it more fully exposes the history and tourism aspects of the Town. Within the Depot, visitors will find brief vignettes which share the history of the Depot (primary focus), the town, and the train line that runs adjacent to it. Consideration should be given in how to best highlight these historical components recognizing the Matthews Heritage Museum is located a few blocks of walking distance. One of the desires of this project is to seamlessly bridge the Matthews Heritage Museum to the Depot, creating a continued learning experience for the visitor. Space utilization and optimization are important while preserving the architectural interior and exterior features as originally constructed.

# 1.2 Background and Overview

Matthews is a town in the southeastern part of Mecklenburg County and has a population of approximately 29,623 (2022 U.S Census Bureau). Located in the downtown area, the Depot serves as the Matthews Visitor Center and is considered a central and popular stop for visitors and people exploring relocation to the area. Constructed in 1875, Carolina Central Rail Way operated the Depot for freight and travel activities. In 1966 the depot closed permanently and around 1999 the Town of Matthews purchased, restored, and moved it to its current location.

### 1.3 Proposal Publication and Deadline Information

Information related to this solicitation, including any addenda, will be posted to the Town's website at <a href="https://evp.nc.gov/solicitations/">www.matthewsnc.gov</a> and to the North Carolina electronic Vendor Portal (NC eVP) at <a href="https://evp.nc.gov/solicitations/">https://evp.nc.gov/solicitations/</a>

The deadline to submit a completed Proposal packet is January 31, 2025 at 5:00 p.m. EST. The packet must include one (1) original signed print copy and four (4) additional printed copies for a total of five (5) packets. In addition, the packet must include a digital copy (pdf preferred).

The Packet should include the RFQ identifier (#2025-01) and fully address all information requested. The Proposal packet shall be delivered, via in-person or via USPS/FedEx/UPS to Melia James at:

Town of Matthews
Attention: Matthews Train Depot Renovations RFQ
(#2025-01)
c/o Melia James
232 Matthews Station Street
Matthews, NC 28105

The Town reserves the right to reject any offer for failure to comply with the requirements of this notice; however, the Town may waive any minor defects or information at its discretion. The Town further reserves the right to reject all offers or award a contract which, in its judgement, is in the best interest of the Town.

## **END OF SECTION**

## II. PROPOSAL SCOPE OF WORK AND QUALIFICATIONS

### 2.1 Scope of Services

The scope of services for this project include:

- Participate and understand vision and project goals in collaboration with Train Depot project team members.
- Develop a comprehensive design concept that incorporates:
  - A conceptual and schematic design based on the existing location and square feet of the depot. The design should consider the following as it relates to the project goals:
    - Existing interior and exterior architectural features,
    - Existing space for both office and museum utilization
    - Exhibits display elements that promote business and tourism aspects of the town. Elements should consider the visitors full experience for obtaining why Matthews is such a unique and charming town for business and quality of life factors.
  - Final detailed drawing and specifications
- Consult with the Town project team, at times and at different phases of the project appropriate to the design of the project
- As needed, provide presentations and status summaries to the project team,
   Town staff, and the Town Board of Commissioners

#### 2.2 Qualifications

The selected firm(s) will demonstrate a comprehensive understanding and experience in completing projects of the following nature:

- Create design concepts considering the customer experience
- Proven experience designing in spaces with emphasis on historical preservation
- Complete tasks and activities on scheduled and within the contracted budget
- Knowledge of museum space design and concepts

#### 2.3 Proposal Criteria

A completed Proposal Packet will address the following information in a thorough and concise manner. Failure to include information for each section may be cause for rejection of the proposal.

1. Cover Letter: Provide a cover letter of transmittal attesting to accuracy of the Proposal, signed by the firm's Design Principal or President, or designated roles performing these functions. As part of the attestation, provide the individual or type of business (e.g., corporation, partnership, other, etc.), the associated Tax ID Number (FEIN/SSN) along with an authorized signature, title, and date submitted, and if applicable, the firm's Engineering and Architectural License Number. The cover letter should also include any trade secret issues, proprietary, conflict of interest, and/or confidential information needing consideration.

- 2. **Letter of Interest:** Provide a letter of interest with a describing the firm's interest of the response and why it is most qualified to complete the work envisioned in this proposal. The letter should provide a brief overview of the firm's work history, including any experience working for or with municipal governments/agencies, as well as well the tourism industry.
- 3. **Approach:** Explanation of the firm's approach to accomplishing the scope of services, and other relevant tasks within this project. Include what the firm views as critical aspects to be determined and an explanation of the following:
  - Specific objectives
  - Detailed deliverables for completion of services
  - Project timeline for completion of services
- 4. **Work Experience:** Provide a resume or overview of work experience for each key staff and/or contractor responsible for deliverables. Where possible, the firm should include an overview of experience with projects of this type and the quality of outcome.
- 5. **Expectations of Town:** Identify any information and tasks expected from the Town to enable you to complete the Scope of Work.

## III. PROPOSAL EVALUATIONS

**3.1** The Town's Project team will review all proposals to ensure the requirements and criteria have been met. Proposals that meet this threshold will be moved forward for consideration by the Board of Commissioners. The Project team may conduct interviews with the firm(s) or other relevant parties as deemed necessary, regarding submitted qualifications, experiences, references, and methodology.

The information listed in the Proposal is to establish quality standards, not to limit competition. A 100-point scale will be used to evaluate the Proposals. The factors and weighting will be applied in the following manner:

Weight	Factors
Up to 40 points	Overall suitability to provide the services for this project given the project objectives and goals. Demonstrated ability to meet deliverables of work plan, operational constraints, as well as firm/agency's overall performance with previous clients through references.
Up to 30 points	Firm's expertise, experience, and qualifications, including other key personnel necessary for achieving Scope of Services
Up to 30 points	Prior experience with tourism space design and renovations, especially museum-related

# 3.2 Schedule and Proposal Submission

Provided below is the summary of activities with the associated deadline for this Proposal. The Town reserves the right to adjust the schedule and to add/remove specific activities to meet the needs of this Proposal.

Advertisement of Proposal	January 8, 2025 at 10:00 a.m. (EST)
Proposal Pre-Submittal Conference/Site Visit	January 15, 2025 at 11:00 a.m.(EST) (210 Matthews Station Street; Concord, NC 28105)
Proposal Submission Deadline	January 31, 2025 at 5:00 p.m. (EST)
Proposal Selection Committee Evaluation	February 1 – February 15, 2025
Board of Commissioners Consideration of Contract (Board of Commissioner Meeting)	February 24, 2025

# **END OF SECTION**

# IV. REPRESENTATIONS, CONDITIONS, AND OTHER REQUIREMENTS

# 4.1 Accuracy of Proposal and Related Documents

Each Agency must independently evaluate all information provided by the Town. The Town makes no representations or warranties regarding any information presented in this Proposal and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the Town will not be bound by or be responsible for any explanation or conclusions regarding this Proposal or any related documents other than those provided by an addendum issued by the Town. Agencies may not rely on any oral statement by the Town or its agents, advisors, or consultants.

If an Agency identifies potential errors or omissions in this Proposal or any other related documents, the Agency should immediately notify the Town of such potential discrepancy in writing. The Town may issue a written addendum if the Town determines clarification necessary. Each Agency requesting an interpretation will be responsible for delivering such requests to the Town's designated representative as directed in the Proposal Section II.

# 4.2 Town's Rights and Option

The Town reserves the right, at the Town's sole discretion, to take any action affecting this Proposal, this Proposal process, or the Services or facilities subject to this Proposal that would be in the best interests of the Town, including:

- 1) To supplement, amend, substitute, or otherwise modify this Proposal, including the schedule, or to cancel this Proposal, at any time;
- 2) To require any Agencies to supplement or clarify its Proposal or provide additional information relating to its Proposals;
- 3) To investigate the qualifications, experience, capabilities, and financial standing of each Agency submitting a Proposal;
- 4) To waive any defect or irregularity in any Proposal received;
- 5) To reject any or all Proposals;
- 6) To share the Proposals with Town employees and contractors in addition to the Evaluation Committee as deemed necessary by the Town;
- 7) To award all, none, or any part of the Services and enter into Contracts with one or more of the responding Agencies deemed by the Town to be in the best interest of the Town, which may be done with or without re-solicitation;
- 8) To discuss and negotiate with any firm(s) their proposal terms and conditions, including but not limited to financial terms; and
- 9) To terminate discussions and negotiations with any Agency at any time and for any reason.

## 4.3 Expense of Submittal Preparation

The Town accepts no liability, and Agencies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

## 4.4 Proposal Conditions

The following terms are applicable to this Proposal and the Agency's Proposal.

a. Proposal Not an Offer.

This Proposal does not constitute an offer by the Town. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the Town unless the Town and the Agency execute a Contract. No recommendations or conclusions from this Proposal process concerning the Agency shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.

Trade Secrets and Personal Identification Information.
 Definition.

Upon receipt by the Town of Matthews, all materials submitted by an Agency (including the Proposal) are considered public records except for (1) material that qualifies as "trade secret" information under N.C. Gen. Stat. § 66-152 et seq. ("Trade Secrets") or (2) "personally identifiable information" protected by state or federal law, to include, but not be limited to, Social Security numbers, bank account numbers, and driver's license numbers ("Personally Identifiable Information" or "PII").

### Instructions for Marking and Identifying Trade Secrets

If any Proposal contains Trade Secrets or PII, such Trade Secrets and PII must specifically and clearly be identified by clearly separating them from the rest of the Proposal. For hard copy documents, it must be submitted in a separate, sealed envelope, marked either "Personally Identifiable Information – Confidential" or "Trade Secret—Confidential and Proprietary Information." For electronic submissions it must also be submitted on a separate flash drive. In both hard copy or electronic format, the confidentiality caption stated above must appear on each page of the Trade Secret or PII materials.

#### Availability of Proposals to Town Staff and Contractors

By submitting a Proposal, each Agency agrees that the Town may reveal any Trade Secret materials and PII contained therein to all Town staff and Town officials involved in the selection process, and to any outside consultant or

other third parties who serve on the Evaluation Committee or who are hired or appointed by the Town to assist in the evaluation process.

#### Availability of Proposals via Public Records Requests

Any person or entity (including competitors) may request Proposals submitted in response to a Proposal. Only those portions of Proposals properly designated as Trade Secret or PII are not subject to disclosure. The public disclosure of the contents of a Proposal or other materials submitted by an Agency is governed by N.C. Gen. Statute §§ 132 and 66-152, et seq.

When determining whether to mark materials as Trade Secret, please note the following:

- Entire Proposals may not be marked as Trade Secret
- Pricing may not be marked as Trade Secret

The Town may disqualify any Agency that designates its entire Proposal as a trade secret, or any portion thereof that clearly does not qualify under applicable law as a Trade Secret or PII. Each Agency agrees to indemnify, defend, and hold harmless the Town and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Agency has designated as a Trade Secret or PII. This includes an obligation on the part of the Agency to defend any litigation brought by a party that has requested Proposals or other information that the Company has marked Trade Secret or PII.

c. Amendments to Proposal.

If the Town amends this Proposal, addenda will be posted to the Town's website at <a href="https://www.matthewsnc.gov">www.matthewsnc.gov</a> and to the North Carolina Interactive Purchasing System website at <a href="https://www.ips.state.nc.us">www.ips.state.nc.us</a>.

d. Proposal Terms Firm and Irreversible.

The signed Proposal shall be considered a firm offer on the part of the Agency. The Town reserves the right to negotiate price and other terms. All Proposal elements (including all statements, claims, declarations, prices, and specifications) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by the Town. The Agency chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety, at the Town's election.

# e. Proposal Binding for 180 Days.

The Proposal is a firm offer for one-hundred-eighty (180) calendar day period from the date of the opening. This statement must be signed by an individual authorized to bind the Agency. All prices quoted shall be firm and fixed for the full Contract period. The Town shall have the option to accept subject to exception by Contract.

## f. Subcontracting.

The Agency given contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Agency shall remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by all subcontractors. The Town retains the right to approve all subcontractors.

# g. Equal Opportunity.

The Town has an equal opportunity purchasing policy. The Town seeks to ensure that all segments of the business community have access to supplying the goods and services needed by Town programs. The Town provides equal opportunity for all businesses and does not discriminate against any Companies regardless of race, color, religion, age, sex, and national origin or disability.

#### h. Use of Town's Name.

No advertising, sales promotion, or other materials of the Agency or its agents or representatives may identify or reference the Town in any manner absent the prior written consent of the Town.

## i. Withdrawal for Modification of Proposal

An Agency may change or withdraw a previously-submitted Proposal at any time prior to the Proposal due date. Only formal written requests addressed in the same manner as the Proposal and received by the Town prior to the Proposal due date will be accepted. The request must be in a sealed envelope that is plainly marked "Modifications to Proposal." No oral modifications will be allowed. If the Agency complies with this Section, after the Proposal due date, the Proposal will be withdrawn or corrected in accordance with the written request(s).

# j. No Bribery.

In submitting a response to this Proposal, each Agency certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the Town in connection with the Contract.

k. Exceptions to the Proposal.

Each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this Proposal. An "exception" is defined as the Agency's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the Proposal. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this Proposal. If the Agency provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Agency's solution, must be described in detail.

I. Fair Trade Certifications.

By submitting a Proposal, the Company certifies that:

- The prices in its Proposal have been arrived at independently, without consultation, communication, or agreement with anyone, as to any matter relating to such prices for the purpose of restricting competition;
- Unless otherwise required by law, the prices quoted in its Proposal have not been knowingly disclosed by the Company and will not knowingly be so disclosed prior to the Proposal due date; and
- No attempt has been made or will be made by the Company to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.
- m. Companies' Obligation to Fully Inform Themselves.

Companies or their authorized representatives must fully inform themselves as to all conditions, requirements, and specifications of this Proposal before submitting Proposals. Failure to do so will be at the Agency's own risk.

#### **END OF SECTION**