

Request for Qualifications Design-Build Services For Town of Fair Bluff, NC

Design, Engineering, and General Contracting Services for the DOWNTOWN PARK PROJECT

**Issued By:
Town of Fair Bluff Project Department
1054 Main Street, Ste B.
Fair Bluff, NC 28439**

Date of Issue: October 22, 2024

Due Date: November 19, 2024, 2:00 PM EST

1.

INTRODUCTION

Pursuant to N.C.G.S. § 143-128.1A, the Town of Fair Bluff is soliciting proposals from qualified design-build teams that are interested in providing design, engineering, and general contracting services for the Downtown Park Project. The intent of this RFQ is to select a design-build team, by Qualifications-Based Selection (QBS), to provide design and construction services for this project. The Town is requiring a General Contractor (GC) to lead the team. The GC and the Engineer are one "team", but the contract will be between the Town and the GC and will utilize the contract template titled "Agreement Between Owner and Design-Builder for Progressive Design-Build".

This Request for Qualifications ("RFQ") describes the required scope of work for the selected design-build team, selection process, evaluation criteria and the minimum information that must be included in the RFQ. Failure to submit information in accordance with these requirements and procedures may be cause for disqualification. This RFQ is for ONE agreement to cover all the work described in the RFQ. Qualifications are due by November 19, 2024, 2:00 PM EST.

2.

PROJECT BACKGROUND AND DESCRIPTION

This project will provide design and construction services to create parks and recreational needs that best fit the needs of the community. The plan will provide recommendations, phasing and costs for implementation of the new park.

Per the Overall Conceptual Plan included as Attachment C, the specific objectives of this project will be to:

1. Develop in phase, the outdoor park improvements that have been identified in the "Conceptual Park Master Plan" as prepared by LKC Engineering (see map attached). All land has already been acquired.
2. Components of the "Conceptual Park master Plan:" include but are not entirely limited to: playgrounds, splash pad, stage, farmer's market, picnic shelter, RV and tent campsites, sand volley ball court, grand lawn, tennis courts, softball field, jogging trail, basketball courts, necessary parking, and other improvements
3. Particular emphasis will be scrutinized for proposals that demonstrate flood resiliency and recovery for all of the acquired park area. This area is subject to prolonged inundation from flood waters of the Lumber River.
4. All applicants must submit a budget that shows percentages important to the project such as:
 - Engineering and design percentage
 - Project Administration
 - Construction and development
 - Other
5. Submitting entities should also discuss their past record, willingness, and ability to apply for grants in the area of Parks and Recreation as other funding opportunities may present themselves during the completion of this project.

This project was selected to receive partial funding from NC State Legislative funding. Funds must be encumbered by June 30, 2028, and spent by December 2028.

3.

GENERAL INFORMATION

Town of Fair Bluff is requesting qualifications, which shall address at a minimum the tasks outlined in this RFQ. The Town intends to award the design, engineering, and general contracting services for this project as a single Master Service Agreement encompassing the following specialty services: park design and build. All work shall comply

with the requirements of federal, state, and local laws, professional engineering standards, and other regulations that may apply.

4. ESTIMATED PROJECT BUDGET

The budget for the Downtown Park Project budget phase 1 is 5,000,000 including design, permitting, and construction.

5. PROJECT SCHEDULE:

Event	Date
RFQ Release -	October 22, 2024
Qualifications Submittals Due	November 19, 2024, 2 PM (EST)
Shortlist Interviews (if needed)	November 25-27, 2024
Council Award	December 3, 2024
Construction Complete	TBD

6. SCOPE OF SERVICES

The Scope of Services shall be comprehensive including programming, schematic design, design development, cost estimates, development of construction documents, permitting, right-of-way and/or easement services, and general contracting services. The specific scope of services for the selected Design-Build Team will be defined in the Design- Build agreement. Selected firm(s) will coordinate meeting(s) with Town staff to gain insight into project needs and changes during the design and construction process.

As a part of the assigned scope, services of the Design-Build Team will include but not be limited to:

Develop a schematic, engineered plan for the park development.

Periodic updates to Town staff will be required.

Develop a complete project cost estimate to include all required services, costs and contingencies.

Complete the plan and development drawings and specifications for the project that meet all federal, state, and local code requirements. Plans must be sealed by a design professional licensed in the State of North Carolina.

Provide a total project phasing plan for consideration.

Provide construction management and general contracting services.

Coordinate with partners (NCDOT, etc.)

Perform grant administration services, including but not limited to preparation of reports and reimbursement packages.

7.

CONTENTS OF QUALIFICATIONS

The following shall be included in the proposal:

Cover letter.

Title and legal entity to enter into design-build contract with the Town and location of company headquarters, local office location, type of business (sole proprietorship, partnership, corporation, etc.), state of incorporation or organization and Federal Employer Identification Number, and name, title, and contact information of primary contact person for submittal.

Year in which the firm was established and any former names under which the firm operated.

Organizational chart including name and office location of all personnel who will be assigned to this project, including general contractor, consultants, or subcontractors. Pursuant to N.C.G.S. §143-64.31 and 143-128.1A, provide project team description (with resumes and detailed background information) to include the General Contractor for the Design-Build Team, emphasizing experience and capabilities of key personnel and clearly delineating roles and responsibilities of various team members. List any professional registrations and certifications (with applicable states), each team member's years of service with the team, and role in past projects.

Proposed project team's experience, capabilities, and unique qualifications in the areas outlined in this RFQ.

Track record of completing projects on time and within budget.

Describe the firm's approach to cost control and project scheduling.

Current workload and percentage of availability

Quality control and assurance process

List of previous projects performed by firm and any contractors or subcontractors for projects similar in size or type to this project. Include a brief description of each project, with the dates services were performed, owner's contact information (name, phone number, email address and physical address), total project dollar value, and total time period involved. Also list any Errors and Omissions on each project in dollars and total construction cost percentage. If key personnel's involvement was with another firm, list that firm.

Conceptual and technical project approach and work methodology, expanding or revising the scope of services provided if necessary. Any deviations from the scope shall be clearly designated in the proposal. Include and describe all necessary sub-consultant services. Include discussion of plan for possible public involvement and engagement.
Proposed schedule for completing the work.

Firm's proximity to and familiarity with the area where the projects are located.

Litigation history: list of any pending or settled lawsuits or professional liability claims in which the firm was involved during the past ten (10) years. Please explain each occurrence and the circumstances with the outcome.
State any conflicts of interest any Design-Build team member may have with the Town.

Additional information the respondent believes to be relevant to the selection efforts.

Contractors subject to this RFQ, as a preference, should have an NC Contractor's license with a minimum of 5 years in business.

The Town will require a bond pursuant to Article 3 - Chapter 44A, for 100% of the contract price.

8.

SELECTION PROCESS

Selection of the Design-Build Team will be based on the proposal contents, prior experience, and specific experience and capabilities of the designated team members. Staff reserves the flexibility to select contractor(s) or subcontractor(s) through the initial RFQ process or a subsequent RFQ process. After contract award, the design-builder can only substitute key personnel (the contractors, subcontractors, and design professionals identified in the design-builder's response to the RFQ) after obtaining written approval from the Town. The team, and in particular the project manager, must be fully capable in all areas outlined under the scope of work above. Key personnel shall have the professional license(s) issued by the State of North Carolina as required for these services. A selection team will evaluate the RFQ's based on the criteria noted herein and recommend a firm to the Town Council for award of contract. If several firms appear to have similar

	Evaluation Criteria	Points
1.	Design-Build Team: Evaluation of Design Professionals Engineer's experience with Design-Build Process. Engineer's experience with Team's GC. Engineering firm's litigation and/or arbitration records. Engineering firm's reputation, references and referrals. Engineering firm's creativity and imagination in park design and build. Specialty Design Contractor(s)' experience with successfully constructed projects of similar scope and size.	30
2.	Design-Build Team: Evaluation of lead Design-Builder and Design Builder's General Contractor/Builder (If different) GC experience with Design-Build Process. GC experience with successfully constructed projects of similar scope and size. GC track record of "on-time and on-budget" projects. GC litigation, legal action, and safety records. GC reputation, references, and referrals GC methodology/approach to accomplish objectives of this project	30
3.	Disciplines, qualifications, certifications, and demonstrated abilities of all team members.	20
4.	Introduction: Company Information Firm's name and business address, including telephone, email address, website address. The type of firm (individual, partnership, corporation, etc.) and list the names of all partners, principals, etc. Year established. Include former firm/company name(s) and year(s) established, if applicable. The name, title, address, and telephone number of the firm's authorized negotiator. The person identified must be empowered to make binding commitments for the firm. Letter of Interest	5
5.	Experience with State, Municipal, or Town park projects. Public involvement experience.	15
	Total	100

qualifications the Town may request those firms attend an interview and provide a brief presentation.

The Town reserves the right to obtain clarification of any item in a teams' proposal or to obtain additional information.

Please do not contact any other Town staff member other than the designated contact person regarding the project contemplated under this RFQ while this RFQ is open, and a selection has not been finalized. Any attempt to do so may result in disqualification of the team's submittal from consideration.

9. QUALIFICATIONS PACKAGE EVALUATION CRITERIA

Qualifications Packages will be evaluated on the team's ability to meet the requirements of this RFQ. Some specific weighted evaluation criteria will include, but may not be limited to, the following:

10. SUBMITTAL REQUIREMENTS

Proposals shall be limited to a maximum of twenty (20) pages, excluding resumes, minimum 11-point font. Proposals exceeding the page limit shall not be considered. The following information shall be included in the submittal:

- Information described in Section 7 above
- Statement regarding team's possible conflict of interest for the work
- Attachment A: Certification Regarding Lobbying
- Attachment B: Supplemental Vendor Information

Detailed approaches, scopes, and fees will be developed during contract negotiations with the selected team prior to contract execution. Fees shall not be submitted with this RFQ.

11. REQUIREMENTS OF SELECTED TEAM

The selected team must be able to begin work within 30 days upon award of contract, must attend and/or make proposals to staff and must be able to maintain the required level of effort to meet the project schedule.

Insurance

The Town of Fair Bluff requires the selected team to maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; Town of Fair Bluff, North Carolina, 154 Main Street, Ste B, Fair Bluff, NC 28439 shall be named as additional insured. (b) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence-if providing professional services; (c) a minimum of \$1,000,000 of professional errors and omissions insurance; (d) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit; (e) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable; (f) other as referenced elsewhere herein. Certificates of Insurance shall be furnished prior to the commencement of Services. Depending on the type of services to be provided, cyber liability insurance or increased limits may be

necessary. Based on the nature of the Agreement and project delivery method, other insurance and/or bond requirements may apply as the project progresses.

Title VI Nondiscrimination

The Town of Fair Bluff, North Carolina in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Acceptance of Terms

Submission of a proposal shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth in the RFQ unless otherwise expressly stated in the proposal.

Right of Rejection by the Town

The Town reserves the right to accept the proposal that best fits the Scope of Services as defined by the Town of Fair Bluff and is deemed to be in the best interest of the Town; or the Town can reject all proposals.

Financial Responsibility

The firm making the proposal understands and agrees that the Town shall have no financial responsibility for any costs incurred by the firm in responding to this RFQ prior to the issuing of an agreement. This includes but is not limited to costs related to site visit(s) and estimate preparation(s) for contract negotiations.

Conditions and Reservations

The Town expects to select and contract with one (1) lead Design-Build team, but reserves the right to request substitutions of consultants, contractors, or subcontractors. The Town reserves the right to reject any or all responses to the RFQ, to advertise or solicit for new RFQ responses, or to accept any RFQ response deemed to be in the best interest of the Town. The Town reserves the right to waive technicalities and informalities.

A response to this RFQ should not be construed as a contract, nor indicate a commitment of any kind. This RFQ does not commit the Town to pay for costs incurred in the submission of a response to this RFQ or for any cost incurred prior to the execution of a final contract. No recommendations or conclusions from this RFQ process concerning your firm 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. Neither binding contract, obligation to negotiate, nor any other obligation shall be created on the part of the Town unless the Town and your firm executes a contract.

12.

SPECIAL CONDITIONS: STATE AND/OR FEDERAL REQUIREMENTS

This Contract will be funded in whole or in part with State and/or Federal funding. As such, State and/or federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such State and/or federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the State and/or federal government determines otherwise. This section identifies the State and/or federal requirements that may be applicable to this contract. The Vendor is responsible for complying with all applicable

provisions, updates or modifications that occur in the future relating to these clauses.

The federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.C.F.R., Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Vendor pursuant to its obligations under this Contract. The Vendor and its sub-contractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

13. PROPOSAL SUBMISSION DEADLINE

Interested firms are invited to submit one (1) electronic copy, in searchable PDF format, and 2 hard copies of its response to this RFQ no later than 2:00 pm, November 19, 2024, to the following address:

Bobbie Faircloth, Project Manager
Town of Fair Bluff
Downtown Park Project

Hand delivery:
154 Main Street, Ste. B.
Fair Bluff, NC 28463

By USPS:
PO Box 157
Fair Bluff, NC 28439

Each team is solely responsible for the timely delivery of its Proposal. No Proposals or Qualifications Packages will be accepted after the deadline. Teams accept all risks of late delivery of Qualifications regardless of fault.

For questions regarding this Request for Qualifications, contact Bobbie Faircloth, at fbtownhallprojectmanager@gmail.com (910) 649-7426. All questions shall be submitted 8 days prior to the submission date. The question deadline will allow an addendum to be issued to clarify the project, if need be. All requests for clarification/information shall be in writing; no verbal correspondence is considered binding. Clarifications or revisions to this Request for Qualifications will be made only by an addendum.

ATTACHMENT A: CERTIFICATION REGARDING LOBBYING (Submit with Proposal)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal and/or State appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal and/or State Contract, the making of any Federal and/or State grant, the making of any Federal and/or State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal and/or State Contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ATTACHMENT B: SUPPLEMENTAL VENDOR INFORMATION (Submit with

Proposal) MWBE AND ELIGIBLE LOCAL BIDDERS

Minority and Women Business Enterprises (MWBEs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of these categories. Also included are disabled business enterprises and non-profit work centers for the blind and severely disabled. Eligible Local Bidders consist of firms located within the Greenville Town limits or ETJ that meet other criteria as outlined in Resolutions 031-15, 020-16.

Pursuant to G.S. 143-128.2, 143-48, 143-128.4, and the Town of Fair Bluff MWBE Plan along with Resolutions 031-15 and 020-16, the Town invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled business enterprises and non-profit work centers for the blind and severely disabled and local bidders. This includes utilizing subcontractors to perform the required functions in this solicitation.

Any questions concerning MWBE or Local Bidder status, contact the MWBE Coordinator, Tish Williams, at 252.329.4462.

The Vendor shall respond to the questions below.

- a) Are you an MWBE firm? D Yes D **No**
- b) Are you certified with North Carolina as a Historically Underutilized Business (MWBE)? **0Yes** D**No**
- c) Are you a certified Disadvantaged Business Enterprise (DBE) with the Department of Transportation?
0Yes0No
- d) Are you a local bidder? D Yes D **No**

Please provide complete *physical* address of firm:
