



THE COUNTY OF
Granville
NORTH CAROLINA

Request for Qualifications (RFQ)
GC Hawley Recreational Facility
Design Services

RFQ Release Date: January 9, 2026
Proposals Due: February 9, 2026 / 3PM

Granville County Government
Scott Phillips, Development Services Director
122 Williamsboro Street, Oxford, NC 27565
(919)-603-1425
scott.phillips@granvillecounty.org
www.granvillecounty.org

Request for Qualifications (RFQ) GC Hawley Recreational Facility

I. PURPOSE/BACKGROUND

Granville County (“County”) is conducting a qualification-based selection process for firms experienced in public recreational and facility planning / design services who wish to be considered for providing such services to the County as more particularly described herein.

The County has recently acquired approximately 27.51 acres, formerly known as GC Hawley Middle School, located at 2173 Brassfield Road, Creedmoor, NC. The existing 90,000 square foot educational building is currently being demolished to prepare for the design and development of the recreational site. An overview map is attached to this RFQ showing the property location.

Qualified firms that can demonstrate experience working with North Carolina's local governments, and who have extensive experience working with grant agencies are encouraged to respond. The services to be conducted are more particularly described below in Section 4 entitled Project Specifications. The County encourages proposals submitted by small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms. Firms that do not have all services in-house may include subcontractors who will be part of their project team in their response.

Contracts for services shall be negotiated on the basis of demonstrated competence and qualifications.

All necessary staffing, management, supervision, materials, equipment, and supplies shall be provided by the firm(s) to complete the identified services.

Notwithstanding anything herein to the contrary, the County reserves the right to cancel this RFQ at any time and solicit new responses.

II. STATEMENT OF REQUIREMENTS AND PROPOSAL INSTRUCTIONS

Proposal Submittal and Due Date: Electronic copies are preferred and should be forwarded by email to: scott.phillips@granvillecounty.org with an email subject line of “Granville County, NC – GC Hawley Recreational Facility”. Please note there is a 25MB file limit.

Proposals must be received no later than **3:00 PM EST on February 9, 2026**.

The designated individual responsible for coordination of the RFQ is:

Scott Phillips, Development Services Director
Granville County
141 Williamsboro Street
Oxford, NC 27565
scott.phillips@granvillecounty.org

Questions relating to this RFQ should be directed to the Development Services Director Scott Phillips at (919) 603-1425 or by email to scott.phillips@granvillecounty.org. Please note for any such questions, email subject lines should be titled "Questions for RFQ – GC Hawley Recreational Facility". All questions should be received by **3:00 PM EST on Monday, January 26, 2025**.

Please take note of the following important requirements:

- (1) **All materials shall be submitted electronically in Adobe Acrobat 9.0 (or later) PDF format (preferably in one file) by the date indicated in the schedule below.** No printing, binding, or other paper handling is required. Paper submittals will be accepted but will not be accepted in lieu of an electronic copy.
- (2) Submittals may be color or black/white and all portions must be 8½" x 11" portrait orientation.
- (3) Submittals may include spreadsheets, graphics, logos and any other "objects" embedded in the file.
- (4) A cover letter may be inserted after page one and WILL be counted as part of the total page limitation.
- (5) Links or references to websites will not be allowed. A submittal must be received. Passive activities are not permitted.
- (6) **Submittal (all pages and sheets) is limited to a maximum of 25 pages (front and back equals 2 pages).**
- (7) The Statement of Qualifications shall be signed by an authorized representative of the professional services firm.

The submittal shall address each of the following:

A. GENERAL INFORMATION

1. Firm name, address, phone and fax numbers, e-mail address, and contact person(s).
2. Year in which the firm was established and any former names under which the firm operated.
3. The name of the person(s) authorized to represent the proposer in negotiating and signing any agreement which may result from the proposal.
4. Names of key personnel, including professional affiliations, licenses, and other relevant background information of key personnel.
5. Statement of the qualifications of the firm and its key personnel who would work on County projects.
6. List what services are typically provided by the firm.
7. Identify proposed project architect (person directly responsible) and proposed principal-in-charge and/or project manager, if different from the project architect and include resumes for each. Include five (5) projects the proposed architect completed in the last five (5) years for the type of project specified in this RFQ. For each project, include size, scope, cost, location, date completed versus the original scheduled

completion date, initial budget versus actual cost, and the percentage of change orders issued for the project.

8. List any subcontractors that would be proposed to work on the project, if the scope of any part of the project is greater than is possible by the firm alone.
9. Provide three (3) client references. Government project references are preferred. Provide one reference from a financial institution.
10. Provide an anticipated timeline that your firm will be able to meet, including starting on time and ending on time.
11. Provide a schedule of professional fee hourly rates.
12. Describe previous litigation or arbitration in which your firm has been involved and the outcome during the past five (5) years.
13. State any history or present condition that would put the firm in a conflict of interest in the design and/or construction of the project.
14. Attach any other supporting material to your response.
15. Provide your Architect's license number and confirmation that the proposer is duly licensed by the North Carolina State Board of Architecture and Registered Interior Designers to engage in the practice of architecture as such term is defined in G.S. 83A-1(7).

B. PROJECT APPROACH: A brief description of the firm's understanding of and approach to the tasks is required for a successful project. Include a proposed scope of services listing specific anticipated work tasks.

C. SIMILAR EXPERIENCE: Describe experience of your firm with similar projects in detail. Include specific projects, names and the description of the work completed, client names and individuals with telephone numbers of one individual to contact for reference for each project listed.

1. Photographs, maps, layouts or other supporting material from similar projects are encouraged.
2. For project references, please give the person's title along with their relationship to either a particular project or how they are acquainted with the firm. Email addresses and telephone numbers should be listed.

D. PROJECT TEAM

1. Multi-firm "teaming" is acceptable to provide the best-qualified professionals for this contract.
2. Provide a graphical representation of your team organizational chart, including the firm's name, individuals involved, and the role they will perform (principal-in-charge, project manager, engineer, surveyor, planner, economist, etc.).
3. Provide a description of the qualifications and experience of the specific individuals that will be involved in this project, including the staff of other professional firms to be used (provide registration numbers and expiration dates of architects, planners,

engineers, surveyor, etc. for verification). Identify their experience with similar type projects.

4. Identify the person who will be the point of contact for the County and who will coordinate the work of others within the firm(s) providing services to the County.

E. COST CONTROL & SCHEDULING

1. Describe your firm’s method of keeping a task or project on schedule and within budget.
2. Creative techniques that minimize research and work redundancy while providing a comprehensive effort should be described.
3. The firm shall ensure that sufficient staff are always available and assigned to the project.
4. The submittal should describe workload capacity and level of experience commensurate with levels of service required by the County.

F. INSURANCE: Provide current Certificate(s) of Insurance listing all coverage provided for the firm.

G. Confidentiality of Documents: North Carolina General Statute Chapter 132, Public Records, governs the accessibility of records compiled by NC Governmental Entities. In general, all documents submitted in response to this Request for Qualifications are subject to public disclosure unless specifically exempted by N.C. Gen. Stat. §132-1.2 and §66-152 which provide definitions and protection of certain documents and information from public disclosure that constitute a “trade secret,” provided it meets the specific conditions as outlined in N.C. Gen. Stat. §132-1.2(1)a-d. The County will attempt to withhold from public disclosure, or redact documents or information, designated “confidential trade secret” that clearly meet the conditions of N.C. Gen. Stat. §132.2(1)a-d to the extent that it is entitled or required to do so by applicable law. Regardless, The County shall not be held responsible for any information that is released, nor shall the County be held responsible for nor pay any penalty or expense in relation to information so released. Any submission marked “confidential” or “trade secret” in its entirety may be rejected at the sole discretion of the County.

III. SELECTION CRITERIA

The selection of the firm shall be based on proposal information exhibited in both written and graphic form and personal interviews (if conducted).

Minimum Qualifications: The County will review proposals received to determine whether each proposer meets the following minimum qualifications:

1. a North Carolina Design Professional duly licensed to provide the services as reflected within this request;
2. ability to provide the services needed by the County to the standards required by the County and State; and

3. the financial resources to perform the desired services, or the ability to obtain such resources.

Evaluation Criteria/proposal content: Proposals meeting the above minimum qualifications will be evaluated by the County using the following criteria.

1. **25% - Firm experience/reputation/workload.**

The Firm's experience with similar work and the record of successful results of that work. Consideration will be given for the Firm's ability to take on additional work, specific management approaches, how well the Firm's organizational structure shows the depth of its present workload, approaches to managing project budgets and time, and the Firm's ability to perform services successfully as required.

2. **25% - Project management approach and responses to Proposal Contents.**

Items outlined should demonstrate the Firm's overall project management approach, relevant tools used and records of performance for the identified services and deliverables.

3. **35% - Experience of Project Team.**

Consideration will focus on specific project experience, local government experience, relevant experience, and key staff qualifications and evidence of collaboration within the Firm as well as with local governments. The County will give considerable weight to the individual qualifications of team members who will be assigned to do a majority of the work.

4. **15% - Thoroughness of the Proposal.**

The Firm's overall proposal addressing the services required by the County through a clear demonstration of all required elements as outlined in this proposal.

Selection of Firm: The steering committee will evaluate proposals. The evaluation of the proposals is based on experience, qualifications, the Firm's approach to the project and any innovative ideas you may have for the County's consideration related to this RFQ. Final selection will be based upon the scoring of proposals unless it is additionally deemed necessary by the committee to conduct interviews with closely ranked Firms. The County intends to select the firm or project team based on the best overall qualifications package that, in its sole opinion, is most advantageous to the County. A proposal with all the requested information does not guarantee the proposing Firm to be a candidate for additional consideration. The committee may contact references to verify material submitted by the Firm. The ranking of proposals and recommendations of any Firm is the sole responsibility of the County.

The County will consider proposals only from firms or organizations that in the County's sole judgement, have demonstrated the capability and willingness to provide the services contemplated by this RFQ.

The County will engage in individual discussions with firms deemed best qualified, responsible, and suitable on the basis of initial responses. If a contract satisfactory and advantageous to the County can be negotiated at a schedule of fees considered fair and reasonable, the award shall be made for the best qualified firm or firms. Otherwise, negotiations with the other firm(s) will be conducted until such contract can be negotiated

at a fair and reasonable fee with the next best qualified firm. The County anticipates contracting with more than one firm. Fees may be further negotiated for individual projects.

Anticipated Schedule: The County anticipates the following general timeline for its selection process. The County reserves the right to modify this schedule.

RFQ Advertised	January 9, 2026
Proposal Due Date & Time	February 9, 2026 by 3:00 pm EST
Selection Evaluation	Week beginning February 9, 2026
Interviews (if needed)	Week beginning February 16, 2026
Estimated Date for Board Consideration to Award Contract	March 2, 2026

IV. PROJECT SPECIFICATIONS

The firm selected must confirm their ability and experience by providing the following scope of services:

General Project Description:

The project site is an approximate 27.50-acre parcel(s) located at 2173 Brassfield Road, Creedmoor, NC and is the former GC Hawley Middle School facility. *Additional property may be added to the project site.* The design team is expected to provide the following services needed for recreational site development.

- Public engagement: The firm will coordinate and facilitate public engagement sessions and surveys necessary to determine the desired recreational elements.
- Based upon input from the public engagement sessions and the recreational stakeholders committee, create and provide up to three (3) conceptual design schematics and budgetary cost estimates.
- Advise and assist the County in potential grant applications and/or public – private partnerships.
- Provide geotechnical, environmental, and topographic surveys as needed.
- Provide design development and construction document preparation.
- Provide an engineering estimate for construction related cost.
- Assist the County with any state or local permitting requirements.
- Provide bidding and construction administration services.

V. FEES

The fee for services for individual projects may be negotiated as a fixed fee, or on a time and materials basis with a “Not-to-Exceed” amount considering the scope of services required, the estimated service hours required for each level, and the hourly rates for the skill levels of for the work.

VI. TERMS AND CONDITIONS

All costs incurred in the preparation of the RFQ will be completely absorbed by the responding party to the RFQ. Any material submitted that is confidential must be clearly marked as such.

VII. MISCELLANEOUS REQUIREMENTS

A. Minority/Women Owned Business Enterprise

The County provides equal opportunity on a nondiscriminatory basis, for minorities, women, and all other persons and businesses to participate in all aspects of the County's contracting and procurement programs, including but not limited to employment, construction development projects, and materials/services, consistent with the laws of the State of North Carolina and applicable federal law. The County prohibits discrimination against any person or business in pursuit of these opportunities on the basis of sex (including pregnancy, gender, sexual orientation, gender identity or expression or transgender status), race, color, religion, national origin, age, disability, genetic information, veteran status, or any other legally protected characteristic. It is further the policy of the County to conduct its contracting and procurement programs so as to prevent such discrimination and to investigate and address claims of such discrimination in accordance with applicable law.

In the event this project receives federal funding, when possible, the County and all parties contracting with the County for services related to the project, including any subcontracts issued pursuant to the terms hereof, will ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered. Such consideration means (1) These business types are included on solicitation lists; (2) These business types are solicited whenever they are deemed eligible as potential sources; (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types; (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring a contractor under a Federal award to apply this section to subcontracts.

B. ADA Compliance

The County will comply with the Americans with Disabilities Act (ADA) which prohibits discrimination based on a disability. The County will make reasonable accommodations in all programs to enable participation by an individual with a disability who meets essential eligibility requirements. County programs will be available in the most integrated setting for each individual. If any accommodations are necessary for participation in any program or services, participants are encouraged to notify the County staff.

C. Insurance Requirements

The selected firm agrees to purchase and maintain during the life of any contract resulting from this RFQ, with an insurance company acceptable to the County authorized to do business in the State of North Carolina, the following insurance:

AUTOMOBILE LIABILITY - Bodily injury and property damage liability insurance covering all owned, non-owned, and hired automobiles for limits for bodily injury of not less than \$1,000,000 per person/\$2,000,000 per accident, and property damage limits of not less than \$1,000,000 per accident. The automobile liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.

COMMERCIAL GENERAL LIABILITY - Bodily injury and property damage liability as shall protect the contractor and any subcontractor performing work under any contract resulting from this RFQ from claims of bodily injury or property damage which arises from operation of said contract whether such operations are performed by contractor, any subcontractor or anyone directly or indirectly employed by either.

The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/\$2,000,000 aggregate and \$1,000,000 property damage each occurrence/\$2,000,000 aggregate. This insurance shall include coverage for products/completed operations, personal and advertising injury liability and contractual liability in an amount not less than \$1,000,000 each occurrence/\$2,000,000 aggregate. The liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.

WORKERS' COMPENSATION - Meeting the statutory requirements of the State of North Carolina, even if not required by law to maintain such insurance.

Employers Liability - \$1,000,000 per accident limit, \$1,000,000 disease per policy limit, \$1,000,000 disease each employee limit.

Cyber Liability – Combined single limit of no less than \$1,000,000 per occurrence for network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense).

PROFESSIONAL LIABILITY – Insuring against professional negligence/ errors and omissions on an occurrence or claims-made basis with policy limits of \$1,000,000 per claim/\$2,000,000 annual aggregate. If insurance is provided on a claims-made basis, “Tail” coverage will be required at the completion of any agreement arising from this RFQ for a duration of thirty-six months, or the maximum time period reasonably available in the marketplace. The firm shall furnish certification of “tail” coverage as described or continuous “claims made” liability coverage for thirty-six months following completion of its services under any agreement arising from this RFQ. Continuous “claims made” coverage will be acceptable in lieu of “tail” coverage provided its retroactive date is on or before the effective date any agreement arising from this RFQ. If Continuous “claims made” coverage is used, the firm shall be required to keep the coverage in effect for duration of not less than thirty-six months from the end any

agreement arising from this RFQ. This will be a condition of the final acceptance of work or services.

Certificates of such insurance will be furnished and shall contain the provision that the County will be given thirty (30) days written notice of any intent to amend or terminate by either the consulting engineer or the insuring company. In addition, the County shall be named an additional insured under such automobile and commercial general liability policies.

Additional excess/ umbrella coverage may be required for certain projects.

VIII. CONTACT ONLY WITH DESIGNATED PARTY

After the date and time established for receipt of proposals by the County, any contact initiated by any firm with any County representatives, other than Scott Phillips or County counsel, concerning this RFQ is prohibited. Any such unauthorized contact may cause the disqualification of the firm from this proposal process.

IX. ADHERENCE TO UNIFORM ADMINISTRATION REQUIREMENTS

If federal funds are involved in a particular project, all parties (including subconsultants) must maintain compliance with the following throughout the contracting process:

- Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contacts Under Federal Awards

The final contract between the parties will be drafted by the County’s attorney and may contain standard terms and conditions applicable to contracts which are or may be funded by federal funding sources.

X. NON-COLLUSION AFFIDAVIT

Each proposal package must be accompanied by a notarized affidavit on non-collusion, executed by the firm or in the case of a corporation, by a duly authorized representative of said corporation. The Non-Collusion Affidavit is provided herein.

XI. CONFLICT OF INTEREST

All parties (including subconsultants) must maintain compliance with conflicts of interest guidelines that meet or exceed those required under 2 C.F.R. 200.318(c)(1) for all projects funded in part or whole with federal assistance (direct or reimbursed). In addition to the prohibition against self-benefiting from a public contract under N.C. Gen. Stat. §14-234, no officer, employee, elected official, governing body member, or agent of the County may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal or State award if he or she has a real or perceived conflict of interest. A real or perceived conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from award of a contract: the officer, employee, elected official, governing body member, or agent involved in the selection, award, or administration of a contract; as well as any member of his or her immediate family; his or her partner, or an organization which employs or is about to employ any of these parties. Any such conflict shall be disclosed in writing and included

with the proposal. Contractors that are related to County personnel having any influence over the decisions to consider or award a contract are strictly prohibited from bidding/responding or accepting award of a contract for the project. Accepting gifts and favors from vendors and contractors is prohibited under N.C. Gen. Stat. §133-32, additionally officers, employees, elected officials, governing body members, and agents of the County are prohibited from accepting or soliciting gifts, gratuities, favors, or anything of monetary value from contractors, suppliers, or parties to subcontracts. Violating this policy will result in disciplinary action for the employee and termination of the contract and violating firms/persons may not be eligible for future contract awards.

XII. ADDENDA/CHANGES

Any additions, deletions, modifications, or changes made to this RFQ shall be processed through the County's Development Service Director. Any deviation from this procedure may result in the disqualification of the firm's submittal or the cancellation of a contract resulting from this RFQ.

XIII. PROPRIETARY INFORMATION

All proposals received are considered public record and available for public inspection as required by Chapter 132 of the North Carolina General Statutes. Trade secrets or proprietary information submitted by a firm in connection with a procurement transaction shall not be subject to the public disclosure under the North Carolina Public Records Act to the extent allowed by law pursuant to NC General Statutes §66-152(3). However, the firm must invoke the protection of this section prior to or upon submission of the data or other materials and must identify the data on other materials to be protected and state the reasons why protection is necessary. Each individual page considered a trade secret or proprietary information must be clearly labeled "Confidential" or "Trade Secret". For further information, see "Confidentiality of Documents" above.

XIV. AWARD/CONTRACT TIME

No part of this solicitation is to be considered part of a Contract, nor are any provisions contained herein to be binding on the County.

Awards shall be made to one or more responsible firms submitting proposals determined to be the most advantageous to the County, taking into consideration the evaluation factors set forth in the RFQ.

The County wishes to enter into an agreement with one or more firms which will be responsible for the work associated with this RFQ.

The detailed Scope of Work and schedule of deliverables shall be negotiated with the successful firms for each specified project.

XV. CONTRACT DOCUMENT

The successful firm will be required to enter into a contract with the County in a form drafted by the County Attorney and suitable to counsel for the County subject to reasonable negotiation with the selected firm(s).

XVI. SUBCONSULTANTS

If any subconsultants will be used for the various projects, the successful firm shall a list of names of any of the intended subconsultants, their applicable license number(s) and a description of the work to be done by each subconsultant. The successful firm(s) shall not substitute other subconsultants without the written consent of the County. The successful firm(s) shall be responsible for all services performed by a subcontractor as though they had been performed by the successful firm. Responsibilities include, but are not limited to, compliance with applicable licensing regulations. If at any time the County determines that any subcontractor is incompetent or undesirable, the County shall notify the successful firm(s) accordingly, and the successful firm(s) shall take immediate steps for cancellation of the subcontract and replacement with a firm suitable for the County. Nothing contained in any contract resulting from this RFQ shall create any contractual relationship between any subcontractor and the County. It shall be the successful firm(s)' responsibility to ensure that all terms of the primary contract with the County are incorporated into all subcontracts.

XVII. INDEMNIFICATION

- A. To the fullest extent allowed by law, the firm shall indemnify and hold harmless the County, its officers, officials, employees, agents, or indemnities (collectively called "Indemnified Parties") from and against those losses, liabilities, damages, and costs proximately caused by, arising out of, or resulting from the sole negligence of the firm, the firm's agents, or the firm's employees.
- B. In matters other than those covered by subsection a. above, and to the fullest extent allowed by law, the firm shall indemnify and hold harmless the Indemnified Parties from and against those Losses, liabilities, damages, and costs caused by, arising out of, resulting from, or in connection with the execution of the work provided for in this Agreement when the Fault of the firm or its Derivative Parties is a proximate cause of the loss, liability, damage, or expense indemnified.
- C. Costs and expenses shall include attorneys' fees, litigation or arbitration expenses, or court costs actually incurred by the Indemnified Parties to defend against third-party claims alleged in any court, tribunal, or alternative dispute resolution procedure required of any of the Indemnified Parties by law or by contract, only if the Fault of the firm or its Derivative Parties is a proximate cause of the attorney's fees, litigation or arbitration expenses, or court costs to be indemnified.
- D. The firm's duty to indemnify and hold harmless described hereinabove shall survive the termination or expiration of this Contract.
- E. Definitions
 - 1. For the purposes of this Section the term "Fault" shall mean any breach of contract; negligent, reckless, or intentional act or omission constituting a tort under applicable statutes or common law; or violation of applicable statutes or regulations.

2. For the purposes of this Section the term “Loss” or “Losses” shall include, but not be limited to, fines, penalties, and/or judgments issued or levied by any local, state, or federal governmental entity.
3. For the purposes of this Section the term “Derivative Parties” shall mean any of the Firm’s subcontractors, agents, employees, or other persons or entities for which the Firm may be liable or responsible as a result of any statutory, tort, or contractual duty.

XVIII. GOVERNING LAW; JURISDICTION; VENUE

The construction and performance of this Agreement shall be governed by and construed pursuant to the laws of the State of North Carolina. Venue for any legal actions initiated concerning this Agreement or arising in any way from and out of this Agreement shall be brought in the appropriate state court sitting in Granville County, North Carolina, having jurisdiction over said claim. The parties’ consent to the jurisdiction of said court and waive any right they may have to venue in any other jurisdiction.

XIX. AVAILABILITY OF FUNDS

Any resulting contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The County’s extended obligations on contracts that include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).

XX. NON-EXCLUSIVE CONTRACT

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the selected firm. A contract of award shall not restrict the County from acquiring similar, equal, or like goods and/or services from other sources.

XXI. INTELLECTUAL PROPERTY

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of services under the contract shall be the property of the County. Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the firm’s performance of services under a contract resulting from this RFQ shall vest in the County. Works of authorship and contributions to works of authorship created by the firm’s performance of services under a contract resulting from this RFQ are hereby agreed to be ‘works made for hire’ within the meaning of 17 U.S.C. § 201.

XXII. OWNERSHIP OF INSTRUMENTS OF SERVICE

All designs, drawings, specifications, design calculations, notes and other works developed in the performance of this contract shall become the sole property of the County and may be used on any other design or construction without additional compensation to the firm

or any subcontractor. The use of the design, including tracings and specifications, by any person or entity, for the purpose other than the project for which they are intended, shall be at the full risk of such person or entity and the firm and its subcontractors shall be relieved of any liability whatsoever, including claims for personal injury, property damage, or death as a result of such other use.

XXIII. FORCE MAJEURE

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Except at otherwise provided in any environmental laws, rules, regulations, or ordinances applicable to the parties and the services performed under a contract resulting from this RFQ, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the contract resulting from this RFQ must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under a contract resulting from this RFQ by this provision.

XXIV. PROFESSIONAL STANDARDS

Firm personnel shall use a degree of professional care, competence, and skill that other competent personnel performing the same or similar tasks would use working in the same or similar geographic area. With the County's prior written permission, if the firm subcontracts any of the work to be performed under the terms of the contract, the firm shall be responsible for ensuring that the subcontractors perform their tasks using the degree of professional care, competence, and skill that other competent professionals performing the same or similar tasks would use working in the same or similar area.

XXV. CANCELLATION

The County may terminate the contract at any time by providing written notice to the firm. The firm shall cease performance immediately upon receipt of such notice. In the event of early termination, the firm shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the County. Notwithstanding the foregoing, in no event will the total amount due to the firm under this section exceed the total amount due the firm under a contract resulting from this RFQ.

XXVI. E-VERIFY

It is understood that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with N.C. Gen. Stat. § 64-25 et seq. The firm is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the

North Carolina General Statutes. To the best of the firm's knowledge, any subcontractors utilized by the firm as a part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.

XXVII. RESTRICTED COMPANIES

By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., the submitter certifies that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to NCGS 147 Article 6E, Iran Divestment Act, Iran Divestment Act Certification. The submitter shall not utilize any sub that is identified on the Final Divestment List. In addition, any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

XXVIII. NO LIENS

The firm shall promptly pay all invoices for labor performed by any of its subcontractors, if any, and for materials provided in the construction of the improvements upon the County's property, if any, and shall keep the County's property free of any liens or claims of lien at all times, to the extent applicable to any services provided under a contract resulting from this RFQ.

XXIX. ADDITIONAL PROVISIONS

- A. The firm shall be responsible for the proper custody and care of any property furnished or purchased by the County for use in connection with the performance of a contract resulting from this RFQ and will reimburse the County for the replacement value of its loss or damage. The firm shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. The firm represents that it has, or will secure at its own expense, all personnel required in performing the services under a contract resulting from this RFQ. Such employees shall not be employees of or have any individual contractual relationship with the County.
- B. **CERTIFICATION**: The firm submitting a qualifications statement hereby certifies that it has carefully examined this Request for Qualifications and all attachments hereto, that it understands and accepts all terms and conditions and the scope of work, and that it has knowledge and expertise to complete the project.

END OF REQUEST FOR QUALIFICATIONS

Aerial Map of approximately 27.51 acres located at 2173 Brassfield Road, Creedmoor. Shaded portion owned by Granville County



NON-COLLUSION AFFIDAVIT

A completed, signed, and notarized form shall be submitted with the RFQ.

The firm submitting a proposal, under penalty of perjury under the laws of the United States and the law of the State of North Carolina, certifies that neither s/he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any collusion has been offered, accepted, or promised by any employees of your organization.

FIRM NAME: _____

BIDDER/RESPONDING REPRESENTATIVE:

Print

Sign

Date

NOTARY-

_____ State _____ County

I, _____, a Notary Public for said County and State, do hereby 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 _____ of 20 ____.

(Official Seal)

Notary Public Commission expires _____, ____ 20 ____.