

Request for Qualifications for CONSTRUCTION MANAGEMENT SERVICES



Public Works Facilities Division

Issue Date: Friday, October 4, 2024

Proposal Due: **Thursday, October 31, 2024, by 5:00 PM**
111 West 2nd Street
Washington, NC 27889
via e-mail or delivery of electronic media

CONTACT PERSONS:

Questions Regarding RFQ Package

Hollie Jones- Purchasing Officer

Phone: (252) 946-7721 x1080

Email: hollie.jones@beaufortcountync.gov

Questions Regarding Plans/Specifications

Christina Smith - Public Works Director

Phone: (252) 975-0720 x1060

Email: christina.smith@beaufortcountync.gov

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SECTION 1 - NOTICE TO PROPOSERS
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Beaufort County is requesting proposals from qualified Construction Management firms and/or individual professionals for the purpose of providing Construction Management Services for capital construction projects and renovation projects. This Request for Qualifications (RFQ) is extended to all construction management firms (here after “CM”) that meet the minimum qualifications and have the required experience as described below. The scope of work and other details and requirements are included in the RFQ.

Electronic proposals will be received by the County until **5:00 PM, Thursday, October 31, 2024**. The proposal must be signed by an official authorized to bind the Proposer and should be clearly marked **"Proposal Enclosed, Construction Management Services"** in the email subject line. Beaufort County assumes no responsibility for incorrectly marked proposals. The electronic proposal shall be emailed to hollie.jones@beaufortcountync.gov.

Beaufort County reserves the right to reject any or all proposals, waive any informality and award contracts that appear to be in its best interest. The right is reserved to hold any or all proposals for a period of sixty (60) days from the proposal opening thereof.

From the date of this advertisement until the date of receiving the proposals, this RFP will be on file in the Beaufort County Purchasing Department, 132 West 2nd Street Washington, NC 27889, during regular business hours, and available to prospective proposers. It will also be available on the website <http://co.beaufort.nc.us/> under “Bids/Contracts”. Inquiries should be directed to Hollie Jones at hollie.jones@beaufortcountync.gov or (252) 946-7721, x1080.

Minority/Women owned businesses are encouraged to submit proposals.

SECTION 2 – INSTRUCTIONS

2.1 Schedule:

Issue Date	Monday, October 4, 2024
Deadline for Written Questions	Thursday, October 24, 2024 at 5:00 PM
Last posting of addenda on County website (if any)	Tuesday, October 29, 2024 at 12:00 PM
Proposals Due	Thursday, October 31, 2024 at 5:00 PM
Review and discussion of proposals	November 4-14, 2024
Anticipated Award of Contract	On or before November 27, 2024

- 2.2 Should a Proposer find discrepancies in, or omissions from the documents, or should he/she be in doubt as to their meaning, he/she should at once notify the County, and a written Addendum shall be issued if necessary. The County will not be responsible for any oral instructions. Acknowledgment of any Addendum received shall be noted on the proposal in the exhibit provided. In closing of a contract, any addendum issued shall become a part thereof.
- 2.3 Proposals must be signed by an authorized individual of the firm. Proposals not signed will be rejected.
- 2.4 Any person, firm, corporation, or association submitting a proposal shall be deemed to have read and understood all the terms, conditions, and requirements in the specifications and/or scope of work.
- 2.5 Each proposal shall note whether Proposer or any individual working on the RFQ have a possible conflict of interest and, if so, the nature of that potential conflict. Proposers should err on the side of disclosing potential conflicts, or situations which might have the appearance of conflict. The Beaufort County Board of Commissioners reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Proposer. The Beaufort County Board of Commissioners' determination regarding any questions of conflict of interest shall be final.
- 2.6 No more than one (1) proposal from any Proposer will be considered by the County. In the event multiple proposals are submitted in violation of this provision, the County will have the right to determine which proposal will be considered, or at its sole option, reject all such multiple proposals.

SECTION 3 – SCOPE OF WORK

- 3.1 Beaufort County has a continuous need for professional construction management services for a variety of County building projects. Current projects consist of renovating office buildings, essential government services facilities, court facilities, health care facilities, a detention center, and maintenance buildings. Additional projects of similar scope and character will be added each year. Future projects may also include new building construction, site work, carpentry, electrical upgrades, HVAC upgrades, fire protection, roofing, and IT improvements.

Projects currently funded include interior renovations of the courthouse, sheriff's office, detention center, and various administrative buildings; new generator installation; roof repair work; card access improvements; and HVAC replacements.

- 3.2 The selected CM(s) will become an integral component of the County's public works department, working closely with the Public Works Director, Deputy Public Works Director, and Facility Maintenance Supervisor. The CM will also work closely with architects, engineers, contractors, building occupants, and other stakeholders to ensure that projects are executed according to plan and meet all necessary regulations and quality standards. CM duties will include planning, organizing, and managing resources to ensure timely completion of projects within budget and to the satisfaction of the County. The CM will follow the requirements of the County's policies, including procurement, safety, and budget. The CM representative must possess strong organizational and communication skills, as well as the ability to manage multiple projects simultaneously.

- 3.3 Due to the uniqueness of each project, different professional services may be required. Services that may be requested are as follows:

3.3.1 Design Assistance

- Cost estimates
- Design sketches
- Value engineering/Alternative Analysis
- Review of building systems

3.3.2 Bidding Assistance

- Compose bids/proposal requests
- Stimulate bid/proposal interest
- Qualify bids/proposals
- Clarify scope with trades
- Assistance with possible pre-purchase of long lead materials
- Assist conducting pre-bid and pre-construction meetings

3.3.3 Construction Administration and Inspection

- Work with owner, architects, engineers, contractors, and vendors to clearly define roles and responsibilities during construction and develop construction management plans
- Coordinate the work of contractors to minimize delays and conflict
- Provide on-site management/coordination duties

- Assist conducting construction coordination meetings and producing meeting minutes
- Develop recovery plans if needed to maintain project schedule
- Establish notification procedures for any shutdowns of utilities for the progress of the work.
- Coordinate testing and inspection projects, review test reports, and make recommendations as necessary
- Produce cost reports to monitor the current and project final costs of the project
- Develop and maintain correspondence logs
- Develop and maintain submittal/shop drawing logs, reviewing all as received before transmitting to design team to assure completeness and accuracy
- Develop and maintain Request for Information (RFI) logs, coordinating and tracking responses with the design teams
- Develop and maintain change order logs reflecting the status of each change order and total cost of changes
- Review Owner or design team proposed document changes and prepare cost estimates for each
- Produce weekly e-mail updates providing the progress of the work completed including change orders, RFI's, submittals, schedule and potential claims
- Produce monthly reports summarizing progress of work, financial status, challenges, and next steps
- Review monthly payment requests for completeness and accuracy and make recommendations for payment to County
- Monitor construction schedules provided by contractors
- Provide progress photos and video recordings, especially documenting vital installations or issues on a regular basis
- Identify potential claims. If any are received, review, and make recommendations
- Provide field inspection to evaluate work in progress confirming it accordance with contract documents (generalist inspection skills related to building systems such as mechanical, electrical, plumbing and telecommunications)
- Monitor contractors' safety program
- Prepare punch-lists with design teams and County. Monitor completion of the punch-lists by the contractors
- Coordinate and receive all close-out items including as-built drawings, operation and maintenance manuals, and warranties as required
- Assist resolving contract issues (warranties, bonds, etc.) at closeout of project
- Prepare a final close out report with final payment recommendation, notice of completion, and closeout documentation summary
- Assist with building system training

3.4 Generally, administrative services can be done during normal business hours. However, CA/inspection services may be required after-hours or during the weekends when construction frequently occurs to minimize impact on County operations.

- 3.5 Compensation to the CM shall be paid on a time and material basis (actual time worked to provide requested services and previously agreed upon reimbursable expenses). Hourly rates and reimbursable expenses will be agreed upon after the selection of the CM. The selected CM firm shall provide estimates of anticipated costs for each project.

SECTION 4 – SUBMISSION REQUIREMENTS

- 4.1 Submit one electronic copy via e-mail.
- 4.2 Unless the Proposer is an individual, all proposals must be signed with a firm/company name and by a responsible employee with authorization to commit the proposer to the terms of the proposal (an officer, if a corporation).
- 4.3 The first four pages of the proposal must be Exhibits 1, 2, 3, and 4. The Proposer may determine the format of remainder of the proposal. The proposal should not be greater than 30 pages including the four Exhibits, attachments, and photographs. At a minimum, the following information should be provided in the proposal:
- **Experience of the Firm** – Provide a narrative of firm's prior experience and qualifications in oversight and administrative services for similar projects. Provide a list of projects with similar requirements as those projects listed in Section 3.1. Include a general description of the work, dates accomplished, the personnel involved with the project and any other pertinent information.
 - **Team Members** – Provide a list of the employees/consultants proposed to use to provide CM services. Identify the responsibility of each team member and current office location. Provide a resume for each person, detailing specific similar project experience. Also, detail the qualifications and experience of any sub-consultants proposed.
 - **Fee Schedule** – Include position(s) of personnel that may be needed under this RFQ.
 - **Other Supporting Data** – Include any other information desired provided 30 pages is not exceeded.

SECTION 5 – BEAUFORT COUNTY GENERAL REQUIREMENTS

- 5.1 The Contract period shall start as soon as possible following award of the contract.
- 5.2 Payment Procedures
- 5.2.1 All payments under the contract resulting from the RFP shall be made only for services requested and approved by the Owner.
- 5.2.2 Contractor shall invoice Owner once per month for work previously completed. The Contractor shall prepare a Schedule of Values based on the line items and unit prices in the Proposal Form and submit to Beaufort County for approval before the first invoice is submitted. Line items may be billed based on the percentage completed at the end of the month. The invoice shall also contain the dates when services were performed.

- 5.2.3 All invoices must include a Contractor's Sales Tax Report for North Carolina State and Local Tax report or list the sales tax amount separately on the invoice.
- 5.2.4 Invoices will not be paid until all work completed is to the satisfaction of the County. Approved invoices are paid net 30 days.
- 5.3 Non-Appropriation Clause: Contractor acknowledges that Beaufort County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Beaufort County's obligations under this contract, then this contract shall automatically expire without penalty to Beaufort County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Beaufort County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Beaufort County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Beaufort County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Beaufort County upon written notice to Contractor of such limitation or change in Beaufort County's legal authority.
- 5.4 The Contract pursuant to this RFP shall not be assigned to another party without the advance written consent of the Owner.
- 5.5 The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work, including all safety requirements.
- 5.6 No waiver, alterations, consent or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Owner or his/her designee.
- 5.7 The Contract shall be deemed to be under and shall be governed by, and construed according to, the laws of North Carolina.
- 5.8 Any litigation arising out of the Contract shall be heard in the Courts of Beaufort County, North Carolina.
- 5.9 The Proposer hereby certifies that the Contract made pursuant to this RFP is made without prior understanding or agreement with any corporation, firm or person who submitted proposals for the Work covered by the Contract and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into the Contract and to execute same on behalf of the Contractor as the act of the said Contractor.
- 5.10 The Contract, including the RFQ, the Proposer's responses, any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of the Contract shall be deemed to exist or to bind either party hereto.
- 5.11 Contractor acknowledges, represents, and warrants to the Owner that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all

- guidelines, requirements, laws, regulations, and any other Federal, State, or local agencies or authorities.
- 5.12 The County shall have the right to inspect and accept or reject the Work based upon compliance with the Contract Documents. Contractor shall immediately correct any and all deficiencies identified during this inspection or disclosed to Contractor by County's Representative, or any other authorized representative of the county, at any time. In the event the Contractor fails to correct any deficiencies identified during the County's inspection and disclosed to the Contractor, the County, at its option, may: (1) order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; and/or (2) engage a third party to re-perform, repair or replace the deficient work of the Contractor and shall deduct the cost thereof from the Contract Price otherwise payable to the Contractor.
- 5.13 Proposers may find instances where they take exception with certain requirements or specifications of the Request for Proposals. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the Owner, and a description of the advantage to be gained or disadvantages to be incurred by the Owner as a result of these exceptions. All exceptions shall be noted on Exhibit 1.
- 5.14 The Proposer represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the Owner (County of Beaufort). Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the County of Beaufort, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. The Proposer shall further understand that the Owner cannot save and hold harmless and/or indemnify the Proposer and/or the Proposers employees against any liability incurred or arising as a result of any activity of the Proposer or any activity of the Proposers employees performed in connection with the contract.
- 5.15 The Proposer represents and warrants to the Owner that the Proposer has or shall secure at its own expense prior to the commencement of services hereunder, all necessary personnel and equipment required to perform the services under this contract. All services required of Contractor hereunder shall be performed by Contractor, or under its supervision, and all personnel engaged in performing such services shall be fully qualified, and if necessary, authorized under applicable law to perform such services. The Contractor represents and warrants to the Owner that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor shall remove from the work described in this Contract any person the Owner deems to be incompetent, careless or otherwise objectionable.
- 5.16 The Owner reserves the right to reject any and all proposals, to waive minor irregularities in the evaluation process and to request clarification of, or additional information from any Proposer. The Owner also reserves the right to further negotiate minor modifications with the successful Proposer upon completion of the evaluation process prior to the execution of a final contract. The Owner is not obligated to enter into a contract on the basis of any proposal submitted in

response to this document, is under no obligation to award this project to the Proposer having the lowest fee estimate and reserves the right to award a contract deemed most advantageous for the Owner.

- 5.17 Prior to the final selection, Proposers may be required to submit additional information which the Owner may deem necessary to further evaluate the Proposer's qualifications. Inspection of equipment to be used on this Contract may also be required.
- 5.18 Termination Clauses
- 5.18.1 This Contract may be terminated, without cause, by either party upon sixty (60) days written notice to the other party. This termination notice period shall begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of contract.
- 5.18.2 This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.
- 5.18.3 Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.
- 5.18.4 Authority to Terminate: The Beaufort County Manager is authorized to terminate this contract on behalf of the Owner.
- 5.19 The Contractor shall hold harmless the County and its elected and appointed officers, agents and employees from and against any and all court actions, legal proceedings, claims, demands, damages, costs, expenses, loss, liability, and attorney fees, arising out of defective material and products, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable local, state or federal codes, ordinances, orders or statutes including the Occupational Safety and Health Act (OSHA) and State Industrial Safety Act. This guarantee is an addition to and not intended as a limitation on any other warranty, expressed or implied.
- 5.20 The Contractor shall be fully responsible to the County for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by it, as the Contractor is for the acts and omissions of persons directly employed by it.
- 5.21 The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and will continue to comply with these requirements at all times during the term of this Agreement. The Contractor shall also require that all of its subcontractors that perform any work pursuant to this Agreement comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this requirement shall be deemed a material breach of this Agreement.
- 5.22 The County of Beaufort does not discriminate on the basis of race, color, sex, age, national origin, religion, sexual orientation, marital status, genetic identification, political affiliation, or

disability in matters affecting employment, or in providing access to programs to employees or in the provisions of goods and services.

SECTION 6 – BEAUFORT COUNTY INSURANCE REQUIREMENTS

- 6.1 Contractor is required to carry and provide proof of the following insurance throughout the term of the contract:
 - 6.1.1 General Liability Insurance: \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
 - 6.1.2 Automobile Liability Insurance: \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
 - 6.1.3 Worker's Compensation: Workers Compensation as required by North Carolina statute.
- 6.2 Contractor shall have no right of recovery or subrogation against Beaufort County (including its officers, agents, and employees).
- 6.3 It is the intention of the parties that the insurance policies afforded by Contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- 6.4 Beaufort County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- 6.5 Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 121 West 3rd Street, Washington, NC 27889, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Beaufort County, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- 6.6 Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Beaufort County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- 6.7 Certificate Holder shall be listed as follows: Beaufort County - Attention: Jennifer Ore, Risk Manager - 121 West 3rd Street - Washington, NC 27889.
- 6.8 If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

SECTION 7 – EXHIBITS / PROPOSAL FORMS (See Table of Contents)

EXHIBIT 1CHECKLIST & SIGNATURES

The following items must be executed by ALL PROPOSERS and submitted by the due date and time. Not submitting these forms by the due date and time may deem your proposal as non-responsive.

- ☐ EXHIBIT 1 – CHECKLIST & SIGNATURES
- ☐ EXHIBIT 2 – STATEMENT OF PROPOSER QUALIFICATIONS
- ☐ EXHIBIT 3 – CLIENT REFERENCE
- ☐ EXHIBIT 4 – ANTI-COLLUSION AFFIDAVIT
- ☐ Additional information provided by Proposer.

Does the Proposer have any possible conflict of interest? ☐ Yes ☐ No

If so, explain the nature of potential conflict: _____

Except as noted below, the undersigned hereby agrees to comply with all terms and conditions put forth in the County's Request for Qualifications.

☐ No Exceptions

☐ Exceptions: _____

The Proposer acknowledges receipt of the following addenda to the RFQ:

Addenda No. _____, Dated _____

Addenda No. _____, Dated _____

Addenda No. _____, Dated _____

I hereby certify that the information contained in this response to the request for proposals is correct and truthful to the best of my knowledge and belief.

Signature: _____ **Date:** _____

Title: _____ **Company:** _____

EXHIBIT 2STATEMENT OF PROPOSER QUALIFICATIONS

1. Company Name and Address:

2. Contact Person for this Project: _____

Telephone No: _____

Email address: _____

3. Number of years Firm has been engaged under the present name, as indicated above:

4. Number of regular full-time employees _____

5. Number of part time employees _____

6. Company Federal ID # _____

7. NC Contractor License #: _____ Discipline: _____

NC Engineer License #: _____

NC Surveyor License #: _____

NC Architect License #: _____

Other License %: _____

6. Name(s) of consultants/subcontractors that will share significant and substantive responsibilities with the Contractor in performing the scope of services under the Contract:

EXHIBIT 3CLIENT REFERENCE**Reference #1**

Company Name	
Contact Name & Title	
Telephone Number	
E-mail address <i>(if available)</i>	
Scope of Services Provided	

Reference #2

Company Name	
Contact Name & Title	
Telephone Number	
E-mail address <i>(if available)</i>	
Scope of Services Provided	

Reference #3

Company Name	
Contact Name & Title	
Telephone Number	
E-mail address <i>(if available)</i>	
Scope of Services Provided	

EXHIBIT 4**ANTI-COLLUSION AFFIDAVIT****STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT**

I, _____, certify that:
(print name)

1. I am the _____ of _____;
(title) (company name)
2. I am fully informed respecting the preparation and contents of the attached response and of all pertinent circumstances respecting such response;
3. Such response is genuine and is not collusive or sham response;
4. Neither the said responder, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other responder firm or person to submit collusive or sham response in connection with the contract for which the attached response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached response, if applicable, or of any other responders, to fix any overhead, profit, or cost element of the response price, if applicable, of any other responder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Beaufort County, or any person interested in the proposed contract; and
5. The price or prices quoted in the attached response are fair and proper and are not contained by any collusion, conspiracy, connivance, or unlawful agreement on the part of the responder or any of its agents, representatives, owners, employees, or parties, in interest, including this affiant.

(signature)

(title)

CORPORATE SEAL
(if applicable)

Subscribed and sworn to before me, this the _____ day of _____, 20____.

Notary Public Signature _____

County of _____, NC

My Commission expires _____

NOTARY SEAL