

Request For Qualifications (“RFQ”)

For: Design/Build Services

For: New Community Center

Elizabethtown, North Carolina

Issued: May 10, 2024 Proposals

Due May 26 @ 2PM

Revision 004

Introduction

Per NCGS 143-64.31, Elizabethtown, North Carolina seeks written proposals for qualified Design/Build Firms licensed in North Carolina, for the design and construction of a Community Center located at 409 Martin Luther King Drive, Elizabethtown NC 28337.

Project Description

The selected firm will work with Elizabethtown to design and construct the Project as well as prepare site work, construct building, landscaping parking lot and sidewalks. It will be located at 409 Martin Luther King Drive, Elizabethtown, North Carolina.

The project will consist of an area for a full court basketball/volleyball court with bleachers. The minimum eave height of twenty-four feet and 2/12 pitch roof. The adjoining building will consist of three twelve by twelve offices, men’s and women’s restrooms, twenty-four by twenty four conference room/dining area and a full commercial kitchen. This area will have an eave height of twelve feet with 2/12 pitch roof.

The construction of this Project will be monolithic slab with an elevation of twelve inches above adjoining streets of Martin Luther King Drive and Dunham. The building will be constructed of metal frame with brick facade facing Martin Luther King Drive and Dunham. The remainder of the building will be metal sheeting. The roof will be Galvalume Standing Seam with 2/12 pitch with roof access ladder. The interior wall within the Gym area will be sheeted with white wall panels and insulated per North Carolina Building Code. The Office/Kitchen area will be constructed with CMU and have doors with hollow metal frames and fiberglass door panels. The windows will be aluminum store front components with insulated LOWE tempered glass. The exterior doors will be aluminum full-view doors with panic hardware, insulated LOWE

tempered glass. The ceilings will be two by two suspended ceiling with drop in LED lighting in the Office/Kitchen area. The floors in the Gym will be stained concrete with volley ball receptacle. The floors in the Office/Kitchen will be VCT tile and owners choice.

HVAC systems will be either Package Unit Electric or Split System Electric. All lighting will be LED drop in, LED fixture or LED Halo lighting. Electrical service required will be 400 amp service with panel and subpanel.

Utility Providers

Electricity	Duke Power
Sewer	Town of Elizabethtown
Water	Town of Elizabethtown
Gas	Propane Only

The size of the Gym Area will be approximately 110 feet by 77 feet, 24 feet eve height and 2/12 roof pitch. The adjoining office, bath, kitchen and conference room will be approximately 62 feet by 42'-2" (see attached floor plan example).

The Project Budget is 2.5 Millions Dollars and being funded by a North Carolina Department of Commerce CBDG-NR Grant.

Initial Project Schedule Time Estimate

Task	Date
RFQ Release Date (NCGS 143-64.31)	May 10, 2024
Addenda (if applicable) Inssuance Deadline	May 20, 2024 5pm
RFQ Proposal Due	May 22, 2024 2pm
Review & Tentatively Select Most Qualified	June 29, 2024 5pm
Negotiate Contract	June 30, 2024
Design Phase	August 15 , 2024
Construction Start Date	September 30, 2024
Construction Completion	July 31, 2025

Proposal Format

A written proposal must be submitted in the format outlined herein. Each proposal will be reviewed to determine if it is complete to actual evaluation. A total of three hard copies and one electronic copy of the proposal shall be submitted to the Town of Elizabethtown.

Proposal Content

The written proposal should provide background information about your firm, its employees, standard fee schedules and its experience of the firm, as well as any consultants on the proposed team. For the purposes of the RFQ, the term “Firm” shall refer to the prime respondent of this RFQ, or in other words, the Firm with whom the Town will contract.

The term “Consultant” shall refer to any and all consultants or subcontractors with whom the prime respondent of this RFQ, or in other words, the Firm with whom the Town will contract.

Specifically, the proposal should address the following information in order:

1. Firm profile listing: name, address, year established, type of ownership, size of Firm and staff, and organization chart. If Firm has multiple offices, please list where the work for this project will be performed. Please also list the number of states in which the Firm has performed public building/community center design and highlight any consolidated facility design similar in nature to the Project scope.
2. Information about the overall makeup of the proposed project team, including: the identity of all key personnel, a description of their respective responsibilities and duties, and each team members experience with regional design/build projects.
3. Information about any consultants or Engineering Firms to be used in the design process. Identify each firm proposed to be used and list recent projects with design/build that they have participated.
4. List of two design/build projects completed outlining original budget, final cost and an explanation of overage or under budget.
5. List two project outlining original schedule, completion schedule and an explanation of under or over original completion date.
6. List last three projects MBE participation percentage of project.
7. Current Firm workload and ability to perform work for this project.

8. Listing of any pending or settled lawsuits or professional liability claims in which the Firm was involved and found liable or guilty in any way for any claims during the last 5 years.
9. Please provide references of clients for whom the Firm and Consultants have provided work for. Include name, title, Firm or agency, phone number and electronic contact information.
10. This is a Qualifications-based selection process intended to result in the selection of the most qualified Firm without regard to price for the solicited services at this stage.
 - a. Do Not include cost or fee estimates for providing the solicited services to the Town other than standardized unit pricing/fee schedules that apply to all of Firm's work or services including those outside the scope of this project.
 - b. Any such schedules of standardized fee SHOULD be included.
 - c. The successful firm will be asked to negotiate a contract with the Town at a reasonable price to provide Design/Build services after selection, and in the event no reasonable price can be negotiated, the Town may reject that firm and negotiate with the next most qualified firm until an agreement is reached.
11. Additional information the respondent believes to be relevant to the selection efforts of the County.
 - a. Note: The Town reserves the right to issue Addenda to update the terms and conditions of this RFQ, which if issued shall be openly published on its website at [http:// https://elizabethtownnc.org/news-and-notices](http://https://elizabethtownnc.org/news-and-notices) by deadline stated in the project schedule above. It is the responsibility of each Firm to check for and respond in accordance with any such addenda before submitting its final proposal in response to this RFQ.

CONTRACT PROVISIONS

By submission of a Qualification Statement, Contractor agrees to comply with the following provisions. Failure to comply with any and all provisions herein may be cause for the contracting agency to issue a cancellation notice to a contractor and maybe construed as a breach of contract by Contractor. The Contractor shall also be required to comply with additional EDA provisions as they are introduced throughout the course of the project.

I. Interest of Members, Officers, or Employees of the Local Governing Body, or other Public Officials.

No member, officer, or employee of the local government, or its agents, and no other public official of the local government who exercises any functions or responsibilities with respect to the program, during his tenure, or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family

members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The contractor shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest pursuant to this section, and shall take appropriate steps to assure compliance.

II. Interest of Contractor and Employees

The Contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interests shall be employed.

III. Legal Remedies/Termination of Contract

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Contract, the Local Government shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, the Contractor shall be entitled to receive just and equitable compensation for all satisfactorily completed work. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner and Local Government for damages sustained by the Owner and Local Government by virtue of any breach of the Contract by the Contractor, and the Local Government may withhold any payments to the Contractor for the purpose of set-off until such time as the amount of damages due the Local Government from the Contractor is determined.

IV. Nondiscrimination Clause - Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in the whole or in part with funds made available under this title.

V. Age Discrimination Act of 1975, as amended - Nondiscrimination on the Basis of Age

No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal Financial assistance.

VI. Section 504 of the Rehabilitation Act of 1973, as amended - Nondiscrimination on the Basis of Handicap

No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal Financial assistance.

VII. Section 3 – Compliance in the Provision of Training, Employment, and Business

Opportunities:

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that

are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

VIII. Access to Records and Record Retainage

All accounts and records shall be maintained, including personal property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary to assure proper accounting for all project funds, both federal and non-federal shares. These records shall be retained for three years after project closes out unless permission to destroy them is granted by the funding agency.

IX. Lobbying Clauses: Required by Section 1352, title 31, U.S. Code

- a. No federal 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 a Member of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence 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 an submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This 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 this transaction imposed by Section 1352, Title 31, U.S. Code. 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 \$100.00 for each such failure.

X. Certification of Eligibility

By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 29 CFR 5.12(a)(1) or to participate in HUD programs pursuant to 24 CFR Part 24 or, if applicable, by virtue of Section 3(a) of the Davis-Bacon Act.

No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 29 CFR 5.12(a)(1) or to participate in HUD programs pursuant to 24 CFR Part 24 or, if applicable, by virtue of Section 3(a) of the Davis-Bacon Act.

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001 and 18 U.S.C. 1010.

XI. Key Personnel

The Contractor shall not substitute key personnel assigned to the performance of this contract without prior approval by the local government and the grantor agency, the North Carolina Department of Commerce, Division of Community Assistance. Individuals designated as key personnel for purposes of this contract are those specified in the proposal submitted by the Service Provider.

XII. Subcontracting

Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval by the Local Government and the grantor agency. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.

Proposal Submission

Submit three (3) hard copies and one (1) electronic copy of your Firm's written proposal in response to this RFQ no later than the deadline first stated above. No proposal will be accepted after this time. No faxed submissions will be accepted. Firms are solely responsible for ensuring timely delivery of any proposals to the Town by the deadline stated.

Submit qualification to:

Town of Elizabethtown

Attn: Rusty Worley

805 W Broad Street

PO Box 700

Elizabethtown NC 28337

All questions regarding this project should be directed to Town Planning Director Rusty Worley at (910) 862-3979 ext 2014 or email at rworley@elizabethtownnc.org

General Comments:

1. Any cost incurred by respondents in preparing or submitting proposals for the project shall be the respondent's sole responsibility.
2. All responses, inquiries, or correspondence relating to this RFQ will become the property of the Town when received and will be subject to the open records law of the state of North Carolina.
3. The Town reserves the right to refuse any or all proposals received.
4. The Town reserves the right to select a Firm without holding interviews.

Selection Criteria

In selecting Design/Build Firm, the selection Town Council will take into consideration qualification information including such factors as:

1. Specialized or appropriate expertise in the type of project
2. Past performance on similar projects.
3. Adequate staff and proposed design or consultant team for the project.
4. Current workload and State projects awarded.
5. Proposed design approach for the project including design team and consultants.
6. Recent experience with project costs and schedules.

7. Construction administration capabilities.
8. Proximity to and familiarity with the area where the project is located.
9. Record of successfully completed projects without major legal or technical problems.

Other factors which may be appropriate for the project.

Proposed Design

