



Request for Qualifications No. 2024-058

Construction Manager at Risk Services, Union County Jail Project

Due Date: February 28, 2024
Time: 10:00 AM Local Time
Receipt Location: Electronic Submission
Union County Government Center
Procurement Department
500 N. Main Street, Suite 709
Monroe, NC 28112

Non-Mandatory Pre-Submittal Conference

Date: February 8, 2024
Time: 10:00 AM Local Time
Location: Union County Sheriff's Office
Eddie Cathey Community Room
3370 Presson Road
Monroe, NC 28112

Procurement Contact

Vicky Watts, CLGPO
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1 NOTICE OF ADVERTISEMENT

Union County, North Carolina
Request for Qualifications No. 2024-058
Construction Manager at Risk Services – Union County Jail Project

Electronic Statements of Qualifications (SOQs) will be received by the Union County’s Procurement Department at the Union County Government Center, 500 North Main Street, Monroe, NC 28112 until **10:00 AM local time on February 28, 2024**. Late submittals will not be accepted.

Union County is soliciting SOQs from well-qualified firms, interested in providing construction manager at risk services related to construction of the Union County Jail project. The firm selected will be required to provide construction manager at risk services in conjunction with an architectural and/or engineering, (A/E) firm, yet to be selected, to provide architectural and engineering services for design and construction administration of the Union County Jail project.

A Non-Mandatory, Pre-Submittal Conference will be held on **February 8, 2024 at 10:00 AM local time** at the Union County Sheriff’s Office, Eddie Cathey Community Room, 3370 Presson Road, Monroe, NC 28112. Representatives from Union County Facilities Management will be on-hand to give a brief overview of the project and to answer questions. Attendance at this meeting is strongly encouraged.

Companies or individuals must be licensed in the State of North Carolina, as set forth under Article 1 of Chapter 87 of the North Carolina Statutes.

This solicitation may be examined at the Union County Government Center, Procurement Department, 500 North Main Street, Suite 709, Monroe, NC 28112, Monday through Friday between the hours of 8:00 am and 5:00 pm. Copies of the solicitation may be obtained from the locations listed below:

1. Download the Solicitation Documents from the Union County Website:
<https://www.unioncountync.gov/departments/bids-procurement/current-bids>
2. Download the Solicitation Documents from the State of North Carolina eVP website:
<https://evp.nc.gov/solicitations/> (Search County of Union)

Union County (UC) reserves the right to reject any or all submittals, to waive technicalities and to make such selection deemed in its best interest. With limited response, Union County reserves the right to extend the solicitation opening date as appropriate in order to assure a competitive procurement process.

Offerors are required to comply with the non-collusion requirements set forth in the Solicitation Documents. Union County reserves the right to reject any and or all submissions.

Union County encourages good faith effort outreach to Minority Businesses (HUB Certified) and Small Businesses.

--End of Advertisement--

2 Submittal Details

2.1 SUBMISSION DEADLINE AND DELIVERY ADDRESS

All submittals, for the services specified are to be received by the Union County Procurement Department no later than **10:00 AM local time on February 28, 2024**, per the instructions below. Any submittals received after this date and time shall be rejected without exception.

2.2 SUBMISSION REQUIREMENTS

The Statement of Qualifications must be submitted electronically using the following link: <https://lfportal.unioncountync.gov/Forms/procurementsubmit>. Select the Solicitation drop down arrow and choose this RFQ from the list. Complete the form, upload the SOQ as one complete document and select submit. The maximum size accepted is 20 MB. An email response will be sent to the address entered on the form as your confirmation of receipt.

The submittal **must be signed** by a person who is authorized to bind the proposing Company. Instructions for preparing the SOQ are provided herein.

Paper and/or e-mail submissions will not be accepted.

There is no expressed or implied obligation for Union County to reimburse Offerors for any expenses incurred in preparing a response to this request.

Union County reserves the right to reject any or all submittals, to waive technicalities and to make such selection deemed in its best interest. Union County reserves the right to cancel this RFQ.

2.3 NON-MANDATORY PRE-SUBMITTAL CONFERENCE

A Non-Mandatory, Pre-Submittal Conference will be held on **February 8, 2024 at 10:00 AM Local Time** at the Union County Sheriff's Office, Eddie Cathey Community Room, 3370 Presson Road, Monroe, NC 28112. Representatives from the Union County Facilities Management and Sheriff's Office will be on hand to give a brief overview of the project and to answer questions. Attendance at this meeting is strongly encouraged.

2.4 SUBMITTAL QUESTIONS

Submittal questions will be due on or before **5:00 PM local time on February 12, 2024**. The primary purpose is to provide participating Offerors with the opportunity to ask questions, in writing, related to the RFQ. Addenda will be issued prior to the due date to answer applicable questions.

Submit questions by e-mail to Vicky Watts at vicky.watts@unioncountync.gov by the deadline shown above. The email should identify the RFQ number and project title. All questions and answers may be posted as addenda on www.unioncountync.gov and/or <https://evp.nc.gov/solicitations/>.

2.5 ADDENDA

Union County may modify the RFQ prior to the date fixed for submission of SOQs by the issuance of an addendum.

Should an Offeror find discrepancies or omissions in this RFQ, or any other documents provided by Union County, the Offeror should immediately notify the County of such potential discrepancy in writing via email as noted above.

Any addenda to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addenda. Receipt of Addenda shall be acknowledged by the Offeror on Appendix B, Addendum and Anti-Collusion form.

2.6 COMMUNICATION

All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this Request for Qualifications must be made only through the Procurement Contact noted on the cover of this RFQ. A violation of this provision is cause for the County to reject a Company's proposal. No contact regarding this document with the Board of County Commissioners or other County employees is permitted and may be grounds for disqualification.

3 INTRODUCTION

3.1 PURPOSE

Union County, through Facilities Management, is soliciting Statements of Qualifications proposals for construction manager at risk services related to the Jail project, a new facility intended to replace the existing jail facility, provide updated core support spaces and an increase in the total number of inmate beds. The County intends to acquire professional services of construction manager at risk, (CMAR) firm, during analysis of the existing site and other sites as a part of the initial planning and programming phase, all phases of design, pre-construction phase services, and construction phase services of the Jail project for a fixed price. Construction manager at risk firms will be required to provide professional services in conjunction with the services of an architectural and/or engineering, A/E firm. The A/E firm, once selected, will be under separate contract by the County to develop a program document as the basis of design for the Jail project and provide full architectural and engineering services and will coordinate and fully cooperate with the selected CMAR firm. The purpose of the RFQ process is to identify the most qualified respondents.

3.2 COUNTY

The County (estimated population 254,070) is located in the central, southern piedmont. The County provides its citizens with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration.

4 PROJECT BACKGROUND

The Union County Jail Project is a capital improvement project intended to address several issues with the current facility. Those include the need to replace an aging and deteriorating existing jail facility, increase the total bed count to address current and future needs.

5 PROJECT DESCRIPTION AND SCOPE OF SERVICES

The project description and scope of work includes but is not limited to:

The project may be constructed on the site of the existing Union County Jail or another site yet to be determined. Current planning efforts have identified the need for a facility that may include a bed count of up to 600 beds and approximately 185,000 gross square feet. The facility will also include core jail operations and support spaces aligned with the bed count, as well as current and future program improvements. The non-housing components of the program may include sally port and intake areas, video and in-person visitation, laundry, kitchen and meal preparation, inmate health services, magistrate office functions, training and conference spaces, staff fitness room, staff offices and various storage components.

The A/E and CMAR contracts will be separately led and managed by Union County. The CMAR shall contract directly with the County for all construction; shall publicly advertise as prescribed in NCGS 143-129; and shall pre-qualify and accept bids from first tier sub-contractors for all construction work under this section. The CMAR shall use the prequalification process determined by the County in accordance with (N.C.G.S) 143-135.8, provided that the County and CMAR shall jointly develop the assessment tool and criteria for the specified project, which includes the prequalification scoring and minimum required score for prequalification on the project (refer to Pre-Qualification Policy). The County shall require the CMAR to submit its plan for compliance with (N.C.G.S) 143-128.2 for approval by the County prior to soliciting bids for the project's first-tier subcontractors.

The following representative list of services to be provided by the CMAR, is for illustrative purposes and is not intended to be exhaustive or exclusive.

The CMAR shall provide consulting, scheduling, estimating, cost control services and will function as one of the key team members along with the County, the A/E, the A/E's consulting team, and the commissioning agent yet to be selected. The CMAR will collaborate with all members of the project team in the assembly of logical work packages to break the project into tasks and will manage the work related to the project.

The work of the CMAR may be performed in various phases under separate contracts for each phase. Phases may include pre-construction services, preliminary GMP and Final GMP. Since the construction manager at risk will be providing only professional services for the benefit of the Owner based on a fee for such services, this procurement will be made in accordance with provisions of North Carolina General Statute (N.C.G.S) 143-64.31 which require that firms qualified to provide such services be selected on the basis of demonstrated competence and qualification for the type of professional service required without regard to fee and thereafter negotiate a contract for those services at a fair and reasonable fee with the best qualified firm.

All work performed under this contract shall be in accordance with the General Conditions of the Contract hereinafter set as modified or supplemented by any Contract Amendments, Special Conditions, or other Contract Documents as listed hereinafter as addenda, and other components of the Contract.

5.1 PRE-CONSTRUCTION PHASE SERVICES

Pre-construction Phase Services shall include, but are not limited to, collaboration with the County, Architect/Engineer consulting team and Commissioning Agent to develop the project, charrettes, design meetings and general meetings to determine construction type constructability, constructability reviews, site logistics, budget reconciliation and project value decision making, value engineering, identification and mitigation of risk thru analysis and assessment cost control, scheduling and sequencing coordination, developing and updating project schedules, developing detailed cost estimates, collaboration with A/E in developing early work packages, construction document conversion into subcontractor bid packages, developing a Guaranteed Maximum Price, (GMP) to construct the project and related work, review requests for information, (RFI's) and shop drawings

5.2 CONSTRUCTION PHASE SERVICES

Construction Phase Services shall include, but are not limited to, complying with General Conditions, providing construction trailers, storage, equipment, barriers, etc., collaborating with the County and A/E team to execute the project, developing and updating construction schedules, prequalifying subcontract bidders in compliance with (N.C.G.S) 143-135.8 and Union County Policy, managing subcontract bidding, providing reporting and project management of CMR forces, providing construction management services during construction, developing safety and quality assurance measures, maintaining a system for tracking submittals, coordinating, conducting, and documenting regular construction meetings, reconciling construction contract requirements with the construction budget, obtaining permits and inspections, coordinating all types of testing and inspections, coordinating with Owners Consultant, under separate contract for special inspections and construction material testing, documenting activities associated with administration, management, and construction of the project, certifying monthly all work in place and approve all subcontractor and vendor payment requests, delivering the project to the County within the approved GMP, and ensuring proper project closeout procedures.

5.3 PROJECT PROCUREMENT SCHEDULE

The following is the estimated Project Procurement Schedule. The Owner reserves the right to modify the Project Procurement Schedule via Addenda or by contacting Shortlisted firms directly.

Date	Activity
January 24, 2024	Issue/Advertise RFQ
February 8, 2024	Non-Mandatory, Pre-Submittal Conference
February 12, 2024	Question Deadline
February 28, 2024	RFQ Submittals Due
Week of April 1, 2024	Interviews with Shortlisted Firms

6 DETAILED SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

6.1 TERMS OF SUBMISSION

All material received from a person or company ("Respondent") in response to this solicitation shall become the property of Union County and will not be returned to the Respondent. Any and

all costs incurred by a Respondent in preparing, submitting, or presenting submissions are the Respondent's sole responsibility and Union County shall not reimburse the Respondent. All responses to this solicitation will be considered a public record and subject to disclosure under applicable public records law.

Any material in a response which the Respondent considers a trade secret and exempt from disclosure as a public record under applicable law, including (N.C.G.S) §§ 132-1.2 and 66-152, must be properly designated as a trade secret. In order to properly designate such material, the Respondent must: (i) submit any trade secret materials in a separate envelope, or file, from all other submitted material, being clearly marked as "Trade Secret – Confidential and Proprietary Information," and (ii) stamp the same trade secret/confidentiality designation on each page of the materials therein which contain trade secrets.

To the extent consistent with public records law, Union County will make reasonable efforts to maintain the confidential nature of trade secrets, as determined by Union County and subject to the conditions set forth herein. Respondent understands and agrees by submitting a response to this solicitation, that if a request is made to review or produce a copy of any information in the Respondent's materials which was properly labeled by the Respondent as a trade secret, Union County will notify the Respondent of the request and the date that such materials will be released to the requestor unless the Respondent obtains a court order enjoining that disclosure. If the Respondent fails to obtain the court order enjoining disclosure prior to that date, Respondent understands and agrees that Union County will release the requested information to the requestor on that date.

Furthermore, the Respondent also agrees to indemnify and hold harmless Union County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that has been designated as a trade secret by Respondent.

6.2 PROPOSAL FORMAT

The County desires all responses to be identical in format. While the County's format may represent a departure from the offeror's preference, the County requests adherence to the format. All responses are to be in the format described below.

Offerors should prepare their SOQ in accordance with the instructions outlined in this section. The submittal should be one (1) complete document. Each Offeror is required to submit the SOQ electronically – Refer to page 4, item 2.2. The SOQ should be prepared as simply as possible and provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFQ.

Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, or tables should be numbered and clearly labeled. Response information should be limited to pertinent information only. Marketing and sales type information is not to be included.

The total length of the submittal, including cover letter, should be no more than 50 single-sided pages. Submittals should be on 8 ½" x 11" paper with an 11-point minimum text size.

Key personnel resumes may also be provided as an appendix to the document and will not count against the page limit. Covers, section acknowledgements, and the required forms, do not count against the page limit.

The submittal should be organized into the following sections:

- **Section A** – Cover Letter
- **Section B** – Background and Experience
- **Section C** – History of Construction Manager at Risk Experience
- **Section D** – Qualifications
- **Section E** – Project Team
- **Section F** – Project Management and Quality Control
- **Section G** – Project Approach and Methodology
- **Section H** - Financial
- **Section I** – MBE/WBE/SBE Participation Plan
- **Section J** – Legal
- **Section K** – Required Forms
 - Appendix A – Statement of Qualifications Submission Form
 - Appendix B – Addenda Receipt and Anti-Collusion

Omissions and incomplete answers may be deemed unresponsive. Please initial any corrections.

6.2.1 SECTION A – COVER LETTER

The cover letter shall briefly introduce your firm, principal in charge, and area(s) of experience in which your firm is seeking consideration. Also include the following;

- Expression of firm’s interest in the work;
- Statement of whether firm is on register with the Secretary of State;
- Legal company name and DBA (if applicable).
- Corporate headquarters’ address, phone number and Website address.
- Location Providing Service (if different from headquarters), address and telephone number.
- **Name of single point of contact, title, direct telephone number and/or extension and direct email address.**
- Name of person with binding authority, title, address, direct telephone number and/or extension and email address.
- Make the following representations and warranty in the cover letter, the falsity of which might result in rejection of its Statement of Qualifications:

“The information contained in this SOQ or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to the County, is true, accurate, and complete. This SOQ includes all information necessary to ensure that the statements therein do not in whole or in part mislead the County as to any material facts.”

6.2.2 SECTION B – FIRM BACKGROUND AND EXPERIENCE

Provide a representative summary of your firm’s specialized experience or expertise as it relates to providing CMAR services as mentioned in the scope above. Reference recent experience with project costs and schedules as well as past performance on similar assignments.

6.2.3 SECTION C– HISTORY OF CONSTRUCTION MANAGER AT RISK EXPERIENCE

Since 2018, has your firm completed and reached substantial completion on three (3) or more CMAR type projects having equal or greater size and complexity for which subcontractor bids are to be submitted that comply with North Carolina Construction Manager at Risk requirements. The prospective CMAR must have been the Construction Manager at Risk (CMAR) for the projects.

Yes

No

Provide the information listed below for each project, a minimum of three (3) maximum of five (5) projects:

- Name of the project;
- Address of the project;
- Date completed;
- Name of construction manager, project staff, senior executive, project manager, site manager;
- Name, address, and telephone number of Owner;
- Name, title, telephone number and e-mail address of Owner’s representative or Owner’s contact;
- Type of project;
- Description of services provided and the extent of pre-construction and construction phase services;
- GMP contract amount;
- CM fee percent;
- CM general conditions as a percent of work;
- Final cost of project;
- Number of executed change orders;
- Original contract time;
- Authorized contract time extensions;
- Final contract time;
- Duration from substantial completion to completion of closeout;
- Original MWSBE percentage; and
- MWSBE percent at completion.

6.2.4 SECTION D - QUALIFICATIONS

- Firms seeking construction management at risk work must be licensed general contractors registered with the State of North Carolina.
- List and provide all license numbers, classifications, limits, qualifiers name, date of issue, expiration date exactly as on file with the North Carolina Licensing Board. Provide a copy of all licenses listed above.
- Has the license ever been revoked or suspended? (applies to all parties of a joint venture). If yes, provide an explanation including dates, alleged misconduct finding and term of revocation suspension.
- The firm must have bonding capacity to provide a payment & performance bond for the total cost of the work. A letter from a surety stating that the firm has sufficient bonding capacity must be submitted with the cover letter. The letter should also indicate the grade of the bonding agency.
- The firm must be able to obtain a Builders Risk insurance policy for the total cost of the work; provide verification with the cover letter.

6.2.5 SECTION E – PROJECT TEAM

Provide a detailed organization chart that presents the team to be dedicated to these services. This should include key personnel assigned to the project and other supporting staff to be used throughout completion of the work. Information to be included in this section shall include:

For each person listed above, list what aspects of pre-construction or construction the person will handle. For those persons who will divide their time between pre-construction and construction phases, indicate what percentages of their time will be devoted to each phase.

For each person listed in the response above, list his/her experience with firm, their job function for this project, years in present job function and other prior and/or relevant experience with projects of similar size and scope in construction/design, and the persons location. Attach the resumes and references for each person listed.

- Professional, relevant qualifications for up to five (5) projects, including the projects listed under the “History of Similar Projects” section of the response, the individual(s) had a significant role;
- Office location and number of year’s employee has worked with the current firm;
- Available time (in percent) that each team member may commit to this service;
- Current work load and municipal projects awarded;
- Familiarity with the area where project is to be located;
- Administration capabilities;
- The specific experience the proposed program manager has in managing related or similar programs; and
- Subconsultants to be utilized in the execution of the project must be clearly identified within the organizational chart. Provide relevant qualifications for up to

five projects for each subconsultant proposed as part of the project team. Projects listed should demonstrate prior successful teaming with the respondent.

6.2.6 SECTION F – PROJECT MANAGEMENT AND QUALITY CONTROL

Provide a brief description of the systems and methods employed by the firm to effectively manage proposed projects, including a summary on the management of goal setting, managing client expectations, communications, scope, quality control, managing project schedule, cost, quality control/assurance, risk and stakeholders within prescribed budgets and change management.

6.2.7 SECTION G – PROJECT APPROACH AND METHODOLOGY

Provide a brief summary to include the approach for this project including the team and consultants as it relates to the previously defined scope.

6.2.8 SECTION H - FINANCIAL

- Submit a notarized statement from the proposer's surety company confirming the proposer has currently available bonding capacity.
- Provide the name of proposer's Bonding Company/Surety including name of Surety agent, address and telephone number, firm's total bonding capacity and current available bonding capacity and Surety's A.M. Best rating. Include this information for Surety's utilized over the past three (3) years. Firms must be able to provide 100% Performance and Payment Bonds.
- Union County reserves the right to request financial data during the final stage of the solicitation process. If requested, provide a copy of audited financial statements for the three (3) previous fiscal years and the last quarterly report. Statements must include auditor's letter of opinion, auditor's noted balance sheet, statement of income/loss. All financial statements provided will be recognized as confidential material for Union County's review only. Each prime or joint venture partner must submit the requested information.
- Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft or any other act of dishonesty?

6.2.9 SECTION I – MBE/WBE/SBE PARTICIPATION PLAN

The Union County Minority and Small Business Guidelines and Outreach Plan and applicable goal applies. Firms are encouraged to consider all possibilities for MBE/WBE NC Historically Underutilized Business (HUB) participation.

MBE Goal: May be satisfied by an entity that qualifies as a Minority Business Enterprise under N.C. General Statute § 143-128, and that has been certified as a Historically Underutilized Business (HUB) by the State of North Carolina. Please note, when identifying MBE's for inclusion towards the MBE Goal, only HUB-certified MBEs will be counted towards the MBE Goal.

Proposers are required to include an MBE/WBE/SBE Participation Plan under this tab which describes your approach and past history (three projects) M/W/SBE Utilization. Provide up to three examples of MBE/WBE NC HUB Participation Plans that your firm prepared for past CMAR projects.

The selected CMR firm for this project will be required to submit its plan for compliance with NCGS 143-128.2 and the Union County Minority and Small Business Guidelines and Outreach Plan for approval by the County prior to soliciting bids for the project's first-tier subcontractors.

6.2.10 SECTION J - LEGAL

- Describe any claims, disputes ending in mediation, arbitration or litigation associated with any current project(s) and/or project(s) completed in the past five (5) years. Also note any project(s) where your firm has been terminated.
- Has your firm or any of its owners, officers or partners ever been found liable in a civil suit, found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity, or been convicted of a crime involving any federal, state or local law related to construction?
- If YES, explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

6.2.11 SECTION K – REQUIRED FORMS

Submittals must include the following documents:

- Appendix A – Statement of Qualifications Submission (signed)
- Appendix B – Addenda Receipt and Anti-Collusion (signed)

NOTE: This is a Request for Qualifications (RFQ). Responding firms are not required to submit project specific scope information nor price. Do not submit price information nor work product with your submittal package. Each submittal package will be reviewed based on qualification criteria listed in this RFQ. In accordance with NC G.S. 143-64.31, the county will negotiate a contract with the best qualified firm based on the Scope of Work listed in this RFQ.

7 EVALUATION CRITERIA AND SELECTION PROCESS

7.1 SELECTION PARTICIPANTS

1. Maintaining the integrity of the RFQ process is of paramount importance for the County. To this end, do not contact any member of the Union County Board of Commissioners or any member of the Union County staff regarding the subject matter of this RFQ until a selection is made, other than the County's designated contact person identified in the introduction to this RFQ. Failure to abide by this requirement shall be grounds for disqualification from this selection process.

2. The Owner will establish an RFQ Evaluation Team to review and evaluate the submittals independently in accordance with the published evaluation criteria.
3. Union County reserves the right to conduct interviews with a shortlist of selected respondents.
4. At its sole discretion, the Owner may ask written questions of Offerors, seek written clarification, and conduct discussions with Offerors on the submittals.
5. At the Owner's discretion, it will initiate negotiations with the Preferred Offeror. The "Preferred Offeror" is the Offeror that the Owner determines achieves the apparent best overall ranking. If the Owner is unable to execute a contract with the Preferred Offeror, negotiations with the Preferred Offeror may be terminated, and provided that such negotiations are terminated in writing, the Owner may proceed to negotiate with the next Preferred Offeror. The Owner will continue in accordance with this procedure until a contract agreement is reached or the selection process is terminated. Negotiations are at the Owner's sole discretion.

7.2 EVALUATION SELECTION PROCESS

A weighted analysis of the evaluation criteria will be utilized to determine the Vendor that represents the best value solution for the County.

In the evaluation and scoring/ranking of Offerors, the Owner will consider the information submitted in the RFQ as well as the meetings (if applicable) with the respect to the evaluation criteria set forth in the RFQ as follows on next page:

SOQ Evaluation Criteria	Weights
- Experience <ul style="list-style-type: none"> • <i>Specialized or appropriate project experience;</i> • <i>Past performance on similar projects;</i> • <i>Understanding of specific needs for this project;</i> • <i>Record of successfully completed projects without major legal or technical difficulties.</i> -History of Construction Manager at Risk Experience	30%
- Project Team and Availability of Resources <ul style="list-style-type: none"> • <i>Qualified staff and proposed consultant team for the project;</i> • <i>Current workload and availability to support the project;</i> • <i>Familiarity with the area where the project is located;</i> • <i>Administration capabilities.</i> 	25%
- Qualifications - Construction Manager at Risk - Project Management and Quality Control	25%
- Project Approach and Methodology <ul style="list-style-type: none"> • <i>Proposed approach for the project including team and consultants.</i> - MBE/WBE/SBE Participation Plan	20%

The initial evaluation criteria/factors and relative weights listed below will be used to recommend selection of the Proposed Offeror or for the purpose of selecting Short-Listed Offerors. The County may choose to award without engaging in interview discussions.

After identification of Short-Listed Offerors, the Owner may or may not decide to invite Short-Listed firms for interviews/demonstrations. If interviews are scheduled with the Short-Listed Offerors, previous evaluation and rankings are not carried forward. For the purpose of selecting a Preferred Offeror, the evaluation criteria will be given the following relative weights:

Interview Evaluation Criteria	Weights
-Project/Construction Manager at Risk Experience -Project Team and Availability of Resources -Project Management, Approach, and Quality Control	75%
-Quality and Relevance of Interview as it Relates to the Scope of the RFQ	25%

7.3 AWARD PROCEDURE

The County reserves the right to make an award without further discussion of the submittals received. It is understood that any SOQ submitted will become part of the public record.

A submittal may be rejected if it is incomplete. Union County may reject any or all submittals and may waive any immaterial deviation in a submittal.

The County may accept that SOQ that best serves its needs, as determined by County officials in their sole discretion.

More than one submittal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.

County may select and enter into negotiations with the next most advantageous Offeror if negotiations with the initially chosen Offeror are not successful.

The award document will be a Contract incorporating, by reference, all the requirements, terms and conditions of the solicitation and the Offeror’s SOQ as negotiated.

8 GENERAL CONDITIONS AND REQUIREMENTS

8.1 CONTRACTUAL OBLIGATIONS

The contents of this submittal and the commitments set forth in the selected SOQ shall be considered contractual obligations if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the selected Service Provider(s).

All payroll taxes, liability and worker’s compensation are the sole responsibility of the Proposer. The Proposer understands that an employer/employee relationship does not exist under this contract.

8.2 CONTRACTS/AMENDMENTS

Information regarding the contract document for this project will be provided to the selected firm accordingly. The County intends to use AIA Document A133-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor Edition, as modified by Owner.

8.3 EQUAL EMPLOYMENT OPPORTUNITY

All Firms will be required to follow Federal Equal Employment Opportunity (EEO) policies. Union County will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

8.4 EXPENSE OF FIRM

The Owner accepts no liability for the cost and expenses incurred by firms in responding to this Procurement. Each Firm that enters into the Procurement process shall prepare the required materials and the SOQ at its own expense and with the express understanding that the Firm cannot make any claims whatsoever for reimbursement from the Owner for the costs and expenses associated with the process, even in the event the Owner cancels this Project or rejects all submittals.

8.5 E-VERIFY

E-Verify is the federal 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. Vendor/Firm shall ensure that Firm and any Subcontractor performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

8.6 INSURANCE

One or more of the following insurance limits may be required if it is applicable to the project. The County reserves the right to require additional insurance depending on the nature of the agreement.

At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. WORKERS' COMPENSATION

Statutory (coverage for three or more employees) limits covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

(for any agreement unless otherwise waived by the Risk Manager)

Covering Ongoing and Completed Operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

(for any agreement involving the use of a contractor vehicle while conducting services associated with the agreement)

\$1,000,000 Combined Single Limit - Any Auto

- D. PROFESSIONAL LIABILITY
(only for any agreement providing professional service such as engineering, architecture, surveying, consulting services, etc.)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

ADDITIONAL INSURANCE REQUIREMENTS

- A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. 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.
- E. Union 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.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:

Department: _____
Contract #: _____

- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- I. Certificate Holder shall be listed as follows:
- Union County
Attention: Keith A. Richards, Risk Manager
500 N. Main Street, Suite #130
Monroe, NC 28112
- J. 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.

8.7 INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

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9 APPENDIX A – SOQ SUBMISSION FORM

Request for Qualifications No. 2024-058 Construction Manager at Risk Services,
Union County Jail Project

Submit with SOQ

This SOQ is submitted by:

Company Legal Name: _____
Representative Name: _____
Representative Signature: _____
Representative Title: _____
Address: _____
City/State/Zip: _____
Email Address: _____
Phone Number: _____
Website Address: _____

It is understood that Union County reserves the right to reject any and all submittals, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and re-advertise this project. Statement of Qualifications is valid for 120 calendar days from the due date and is submitted by an executive of the company that has authority to contract with Union County, NC.

Name of Authorized
Company Representative: _____
Title: _____
Signature of Authorized
Company Representative: _____
Date: _____

10 APPENDIX B – ADDENDUM AND ANTI-COLLUSION

**Request for Qualifications No. 2024-058 Construction Manager at Risk Services,
Union County Jail Project**

Submit with SOQ

Please acknowledge receipt of all addenda by including this form with your submittal. Any questions or changes received will be posted as an addendum on www.co.union.nc.us and/or www.ips.state.nc.us. It is your responsibility to check for this information.

Addendum No.	Date Downloaded
_____	_____
_____	_____
_____	_____
_____	_____

I certify that this SOQ is made in good faith and without collusion with any other offeror or officer or employee of Union County.

Legal Company Name: _____

Name: _____

Title: _____

Email Address: _____

Signature: _____

Date: _____

11 APPENDIX C – UNION COUNTY MINORITY AND SMALL BUSINESS GUIDELINES AND OUTREACH PLAN

**Request for Qualifications No. 2024-058 Construction Manager at Risk Services,
Union County Jail Project**

Do Not Submit with SOQ