

HOKE COUNTY, NC
Request for Qualifications
DESIGN BUILD SERVICES
for
HOKE AREA TRANSIT SYSTEM (HATS)
ADMINISTRATION AND MAINTENANCE FACILITY

Hoke County hereby request “Statements of Qualifications” for Design-Build Services for a new Administrative and Maintenance Facility. The project scope consists of building design, land clearing & grading, construction, paving, and other items consistent with design-build projects. The approximate size of the Administrative and Maintenance Facility is 7,000 square feet, with a parking surface of 23,000 square feet, on a proposed 1.43 acres site.

Issue Date: June 11, 2021

Submission Deadline: 5:00 PM (EST) July 15, 2021

Contact Information:

Charles “Andrew” Jacobs II

cjacobs@hokecounty.org

Mailing Address: 227 N. Main St. Raeford, NC 28376

Attention: Charles “Andrew” Jacobs II

1. Project Background and Objectives

Pursuant to N.C.G.S. § 143-64.31, Hoke County (“County”) is requesting Statements of Qualifications (SOQ) from qualified firms and/or organizations registered and operating in the State of North Carolina. This request is to design-build in compliance with the requirements of the Federal Transportation Authority (“FTA”) and Hoke County. Responses to this RFQ will be used to determine the relative qualifications of various firms to perform the scope of work and tasks specified. The County is seeking a firm/organization with demonstrated experience in the design-builds, preferably similar to the kind and type of building mentioned in this RFQ.

2. Conflict of Interest

No employee, officer, board member, or agent of the Owner shall participate in the selection, award, or administration of a contract supported by Federal Transit Administration (FTA) funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

3. General

The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Citations to federal law, regulation, and guidance references include, but are not limited to, the Master Agreement, FTA MA (23), dated October 1, 2016; FTA Circular 4220.1F, dated November 1, 2008; "Best Practices Procurement & Lessons Learned Manual", October 2016; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 C.F.R. Part 200, dated December 26, 2014, will supersede and apply in lieu of U.S. DOT’s common grant rules, 49 C.F.R. parts 18 and 19, State and Local Governments and Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and any subsequent amendments or revisions thereto.

4. Notification of Federal Participation

To the extent required by Federal law, the State of North Carolina agrees that, in administering any Federal assistance Program or Project supported by the underlying Grant Agreement or Cooperative Agreement, any request for proposals, solicitation, grant application, form, notification, press release, or other publication involving the distribution of FTA assistance for the Program or the Project that it will identify the FTA grant source by listing the Catalog of Federal Domestic Assistance Number of the program. The following FTA grant programs will be eligible to participate in this bid, 20.500, 20.505,

20.507, 20.509, 20.513, 20.514, 20.516, 20.518, 20.519, 20.521, 20.522, 20.523, 20.525, 20.526, 20.527, 20.528, 20.529, 20.530, and 20.531. Federal funding assistance up to eighty (80%) percent may be provided.

5. Request for Qualifications

2.1 Inquiries

Questions regarding this project may be directed to Charles "Andrew" Jacobs, II, Grant Manager via e-mail at cjacobs@hokecounty.org. Any oral communications will be considered unofficial and non-binding on the County. Any questions will be answered in writing via email.

1.1 Closing Date

Four (4) complete hard copies and one (1) electronic copy in PDF format of each response must be received before 5:00 PM (EST), July 15, 2021, at the physical address on the front cover of this RFQ. Responses **must not be** sent by facsimile. Email the electronic copy to Charles "Andrew" Jacobs II at the email address above. Responses and their envelopes should be clearly marked with the name and address of the firm and the project title.

6. RFQ Schedule

Event	Date
RFQ Release – Posted to County Website	June 11, 2021
Qualifications Submittals Due	5 PM (EST) July 15, 2021
Projected Contract for Services in Place	Pending FTA and County approval after consultant selection and contract negotiation completion.

7. Scope of Services

The Scope of Services to be provided relative to the Project will include without limitation the general conditions and disciplines outlined below to the extent necessary to provide complete, accurate and fully coordinated design, permitting, construction, construction administration, and post-construction documents for the Project:

- A. Development of construction drawings and specifications
- B. Cost estimating project installations
- C. Federal, State, and Local Permitting
- D. Design, Permits and Construction documents
- E. Construction
- F. Administration and Project Management

- G. Development of quality assurance/inspection plan
- H. Construction observation
- I. Post-construction, including record drawings, warranty inspections, and an Operation and Maintenance Plan

8. Contract Assurance

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the NCDOT and/or the PROCURING AGENCY deems appropriate.

9. Clean Air Act and Federal Water Pollution Control Act

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387) and 2 C.F.R. Part 200, Appendix II (g). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal Assistance provided by FTA.

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387) and 2 C.F.R. Part 200, Appendix II (g).

10. Debarment, Suspension, Ineligibility, and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “No procurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government wide Debarment and Suspension (No procurement),” 2 C.F.R. part 180, 2 C.F.R. § 200.213, and 2 C.F.R. Part 200 Appendix II (I). These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any

tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), at <https://www.sam.gov/> in accordance with the OMB guidelines at 2 C.F.R. part 180 that implement Executive Orders 12549 and 12689. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The Procuring Agency will be reviewing all third party contractors under the “System for Award Management” at <https://www.sam.gov/> before entering into any contracts.

If the Procuring Agency or NCDOT suspends, debar, or takes similar action against a Contractor or subcontractor, the NCDOT will provide immediate written notice to the:

- (a) FTA Regional Counsel for the Region in which the NCDOT is located or implements the Project,
- (b) FTA Headquarters Manager that administers the Grant, or
- (c) FTA Chief Counsel, and
- (d) NCDOT/Public Transportation Division.

The requisite Debarment and Suspension Certification is included as ATTACHMENT D (attach additional statement if necessary) and must be executed for contracts of \$25,000 or more and prior to the award of the contract.

11. Hold Harmless

Except as prohibited or otherwise limited by State law, the Contractor agrees to indemnify, save, and hold harmless the Owner of this Contract and its officers, agents, and employees acting within the scope of their official duties against any liability, including all claims, losses,

costs and expenses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor or subcontractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor.

The Contractor represents and warrants that it shall make no claim of any kind or nature against the Owner or its agents who are involved in the delivery or processing of contractor goods to the Owner. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

12. Submission Requirements

- A. Qualifications of the firm and employees who will be assigned to the project. The project manager and other key team members should be clearly identified. If sub-consultants are to be used for any portion of the work, they should be properly identified and their qualifications included.
- B. A resume outlining the firm has prior experience with design builds related to transportation systems projects and projects with similar scale and complexity.
- C. A description of the organization/firm's project approach and experiences working with County government.
- D. Up to three (3) examples of similar projects.
- E. A minimum of three (3) references relating to completed projects for the services being requested with full name, title, address, phone and email address.
- F. Provide four (4) hardcopies of your submittal and one (1) emailed electronic copy.

13. Evaluation Criteria

The firm must demonstrate its qualifications, experience, and competence related to the project with the following criteria:

- A. Specific recent experience on similar projects.
- B. Proven capacity of the proposed team to deliver the project requirements on time and on or under budget.
- C. Familiarity with the requirements of the FTA.
- D. Description of the practicing ideas or themes that serve as the central organizing elements of your firm's planning, permitting, excavation, stabilization, and other relevant items to a stream clearing and debris removal project.
- E. A project schedule for the estimated duration of the design, permitting, and construction phases of the project.
- F. Submittal of current Rate and Fee Schedule.

14. DBE Participation Goal

The NC Department of Transportation/Public Transportation Division's overall goal for DBE participation is **6.1%**.

The DBE participation goal for this construction Contract is set at **6.1 %**. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling **not less than 6.1 %** of the total Contract price. Failure to meet the stated goal at the time of proposal submission **may** render the Bidder/Offeror non-responsive.

Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed **DBE Utilization Form** (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule** (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the NCDOT and/or the PROCURING AGENCY.
3. An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE Participation Schedule**.
4. An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the NCDOT and/or the PROCURING AGENCY will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the NCDOT and/or the PROCURING AGENCY will consider as part of the Bidder/Offeror's

good faith efforts include, but are not limited to, the following:

1. Documented communication with the NCDOT and/or the PROCURING AGENCY's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, the NCDOT and/or the PROCURING AGENCY generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to target DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract (49 C.F.R. § 26.53(b) (2) (VI)).

In determining whether a Bidder has made good faith efforts, the NCDOT and/or the PROCURING AGENCY may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the NCDOT and/or the PROCURING AGENCY may view this as evidence of the Bidder having made good faith efforts.

15. Limitations

- A. **REJECTION OF SUBMITTALS:** The County reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFQ does not obligate the County to pay any costs incurred

by respondents in the preparation and submission of their qualifications. Furthermore, the RFQ does not obligate the County to accept or contract for any expressed or implied services.

- B. **CONTRACT AWARD:** The County reserves the right to make an award without further discussion of the submittals. Following consultant selection, the successful firm shall prepare a scope of work and cost proposal for review by the County. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiations of the final Contract. The County shall not be bound or in any way obligated until both parties have executed a Contract. No party may incur any chargeable costs prior to the execution of the final Contract.
- C. Notwithstanding great disparity in the submitted Statement of Qualifications, an interview process will likely follow the SOQ submittal.

**** All Statement of Qualifications are due by 5:00 pm on July 15, 2021 to:**

**Charles “Andrew” Jacobs II
Grants Manager**

227 N. Main St.

Raeford, NC

Attachment A

DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

_____ The Bidder/Offeror is committed to a minimum of _____% DBE utilization on this contract.

_____ The Bidder/Offeror (if unable to meet the DBE goal of _____%) is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the NCDOT and/or the PROCURING AGENCY has any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Race and Gender of Firm

Attachment B

CERTIFICATION REGARDING LOBBYING
(To be submitted with each bid or offer exceeding \$100,000)

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

(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons 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 the awarding to 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to 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 and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

Date

Signature of Contractor's Authorized Official

Attachment C
CERTIFICATE OF COMPLIANCE
WITH BUY AMERICA REQUIREMENTS

(To be submitted with all bids exceeding \$150,000. A bid, which does not include this certification or the certification under Attachment C, will not be eligible for award.)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.

DATE _____

SIGNATURE _____

COMPANY _____

NAME _____

TITLE _____

State of _____

County of _____

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

Notary Public _____

My Appointment Expires _____

Attachment D

CERTIFICATE OF NON-COMPLIANCE
WITH BUY AMERICA REQUIREMENTS

(To be submitted with all bids exceeding \$150,000. A bid, which does not include this certification or the certification under Attachment B, will not be eligible for award.)

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulation in 49 CFR Part 661.7.

DATE _____

SIGNATURE _____

COMPANY _____

NAME _____

TITLE _____

State of _____

County of _____

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

Notary Public _____

My Appointment Expires _____

Attachment E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION

(To be submitted with all bids exceeding \$25,000.)

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), _____, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

DATE _____
SIGNATURE _____
COMPANY _____
NAME _____
TITLE _____

State of _____

County of _____

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

Notary Public _____

My Appointment Expires _____

Attachment F

STATE OF NORTH CAROLINA

COUNTY OF _____

AFFIDAVIT OF COMPLIANCE WITH N.C. E-VERIFY STATUTES

(To be submitted with all quotes/bids)

I, _____ (hereinafter the "Affiant"), duly authorized by and on behalf of _____ (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

1. I am the _____ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. 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.

3. Employer employs 25 or more employees, and is in compliance with the provisions of N.C. General Statute §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.

Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. General Statute §64-26.

4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. General Statute §64-26.
5. Employer shall keep the State of North Carolina informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina Statutes.

This ____ day of _____, 20 ____.

Signature of Affiant

Printed Name and Title

State of _____

County of _____

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

Notary Public _____

(SEAL)

My Appointment Expires _____

Attachment G
CERTIFICATION OF COMPLIANCE WITH
DAVIS-BACON PROVISIONS

PROJECT: _____

(List name of construction project/repair)

LOCATION: _____ **NC** **COUNTY:** _____

(City)

CONTRACTOR/SUBCONTRACTOR: _____

In accordance with the requirements of the Davis-Bacon Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government are being paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of title 40, United States Code.

In addition, the owner/representative must conduct adequate oversight for compliance with Davis-Bacon and related Acts through (a) the review of payrolls and associated certifications, (b) conducting of employee interviews if necessary, and (c) the posting of the Davis-Bacon Poster, all wage determinations, and additional classifications (as appropriate) on the work site.

The Contractor/Subcontractor, _____, certifies or affirms the truthfulness and accuracy of the above statement and that the referenced project will be in compliance with the Davis-Bacon requirements.

Date

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Subscribed and sworn to before me this ___ day of _____, 20___, in the State of _____;
and the County of _____.

Notary Public _____

My Appointment Expires _____

Attachment H

Federal Transportation Authority Governing Procurement