

General Contractor Partner– Request for Qualifications

For

The Arbors at South Crossing Redevelopment Project

For

**GREENSBORO HOUSING AUTHORITY by
Greensboro Housing Management Corp., LLC
450 North Church Street
Greensboro, NC 27401**

**Response Due
January 5, 2023
4:00 PM EST**

1. INTRODUCTION

Greensboro Housing Management Corporation (GHMC), a non-profit, tax exempt 501 (c) (3) subsidiary of the Greensboro Housing Authority, is seeking the services of an experienced General Contractor and/or **joint venture Contractor team partner** with low to mid rise residential building experience who will work as part of a team that also includes an architect, mechanical, electrical, plumbing, and structural engineer. The Contractor team partner will be working together to develop approximately 21.97 acres of site and infrastructure improvements and construct 2 separate phases of construction (Phase 2 - 42 senior units, and Phase 3 116 Multi-Family units) on the North side of the existing Smith Homes neighborhood in Greensboro, NC. General Contractor respondents who possess successful Low Income Housing Tax Credit (LIHTC) and FHA-financed project experience are preferred.

Through a single method Request for Qualification (RFQ) process, GHMC is seeking to identify a qualified General Contracting firm and/or joint venture Contractor team with expert knowledge and demonstrated experience in developing physical sites and who will be responsible for providing construction services for the projects throughout the pre-construction and construction phases.

GHMC seeks to retain a qualified General Contractor Partner. A qualified General Contractor Partner is an entity or joint venture entity that (i) provides construction management services for a project throughout the preconstruction and construction phases, (ii) is licensed as a General Contractor, and (iii) has the capacity to provide guarantees for construction costs of the project.

GHMC will be responsible for managing all design and permitting activities and will obtain the items necessary to conduct the work including, but not limited to environmental reports, survey, due diligence reports, coordination with the City of Greensboro, submission of all plans for approval by agencies having jurisdiction, planning, and other approvals as necessary. In addition, the Owner has instructed the design team to pursue and secure Energy Star certification as required by the North Carolina Housing Finance Agency (as specified in the 2020 Qualified Allocation Plan (QAP)). Respondents should not contact the Architect or any other entities that may be referred to in this solicitation.

GHMC, the Owners Representative and the A/E will work together as a team with the General Contracting firm during the design and construction phases. Construction is projected to begin in the Spring/Summer of 2023. The General Contractor Partner employed by GHMC shall be responsible for the following scope of work, further described in the preliminary plans and specifications (contained in Exhibit C):

- The total project area of 21.97 acres includes 3.10 acres of dedicated public infrastructure right-of-way and 18.87 acres of developable land area containing private infrastructure improvements Installation of erosion control measures and sediment basins for public infrastructure activities
- Mass grading activities over public right of way and private development area including areas for public infrastructure line installations

- Installation of stormwater, portable water, and sanitary sewer systems to city standards
- Construction of public streets and sidewalks to NCDOT and City standards, which create a walkable community that also serves the surrounding neighborhood and provides connections to existing public transit centers reducing the dependency on car mobility
- Stabilization of private development areas through the completion of utility laterals and building pads for new housing construction
- Stabilization of street trees and common areas for neighborhood preservation
- Installation of public and private franchise utility installations (such as street lighting, fiber optic cable and hi-speed internet lines to accommodate broadband infrastructure)
- Phase 2 vertical building construction:
 - 36 1-bedroom / 1 bath 857 square foot senior cottage units
 - 6 2-bedroom / 1 bath 1,039 square foot senior cottage units
 - 6 accessible senior cottage units (1- bedroom 857 square feet units and 2-bedroom 1,039 square feet units)
 - Community building space
 - Laundry space and tenant storage area
 - Maintenance building
 - Gazebo and Mail kiosk and 2 outdoor sitting areas
 - 5 Raised Bed Garden plots
- Phase 3 vertical building construction:
 - 18 1-bedroom / 1 bath 698-822 square foot units
 - 70 2-bedroom / 1 bath 912-1,213 square foot units
 - 28 3-bedroom / 2 bath 1,265-1,300 square foot units
 - accessible senior cottage units (1- bedroom 822 square foot units, 2-bedroom 1,148 square foot units, 3-bedroom 1,300 square foot units)
 - Community building space
 - Laundry space and tenant storage area
 - Maintenance building
 - Gazebo and Mail kiosk and 2 outdoor sitting areas
 - Playground and tot lot

2. BACKGROUND & OVERVIEW

A. Background

The Greensboro Housing Authority (GHA) which is the third largest Housing Authority in the State of North Carolina with a combined ownership of 20 properties along with the direct management of over 3,522 housing choice vouchers serving over 12,000 families in Greensboro, North Carolina.

GHA, through its development entity Greensboro Housing Management Corporation (“GHMC”) and property management company, GHMC Property Management, LLC (“GHMC-PM”), relocated the

residents from the existing site (Smith Home northside, the “Project Area”) and plan to demolish the 63 buildings (242 units), and develop new affordable housing on the existing 21.97 acres of land (being the northside of the property).

B. Property Information

The Smith Homes site is located at 707 West Florida Street, Greensboro, NC 27406. The property is bounded by Freeman Mill Road to the west and Randleman Road to the east. The site contains a total of 428 public housing units and two non-residential units, plus a community building. All units are in low-rise buildings and range in size from one to five bedrooms. The first 400 units were built in 1952, with an additional 30 elderly units were added in 1964.

Due to the age of Smith Homes’ structures, GHA desires to redevelop the project and a create a multi-phased mixed income residential development that is a contributor to the city of Greensboro.

C. Project Information

Greensboro Housing Management Corporation (GHMC) intends to develop The Arbors at South Crossing (formerly Smith Homes public housing) redevelopment project, which consists of approximately 21.97 acres are located on the north side of Florida street, “The Project”. Please see Exhibit B for additional project information.

3. SCOPE OF SERVICE

The scope of services by the General Contractor Partner is described below:

Stage I – Pre-Construction Phase:

The General Contractor Partner will help develop the design program, schedule, and construction budget to ascertain the requirements of the Project and shall arrive at a mutual understanding of these requirements and associated cost with GHMC. The selected General Contractor Partner shall meet with GHMC, Owners Representative and the Architect as required to develop and finalize the program, to establish the intended uses, and to develop the desired program and features for the facilities, and methods of project delivery. The General Contractor Partner shall provide to GHMC cost evaluations of alternative materials and systems (“value engineering”).

The General Contractor Partner shall prepare preliminary estimates of construction cost for program requirements based on the 85% set of drawings scheduled to be delivered in mid-December 2022. The General Contractor Partner shall consult with GHMC and the Architect regarding the construction documents and make recommendations whenever design details adversely affect constructability, cost, schedules and to N.C. codes. If the General Contractor Partner does not have concerns with the construction documents, GHMC expects all can be built within the construction contract.

The General Contractor Partner shall prepare and periodically (at least monthly) update a project schedule for the design teams and Owners Representative review and GHMC’s acceptance.

Stage II - Construction Phase: Administration of the Construction Contract

The General Contractor Partner shall provide administration of the construction contracts in cooperation with the Architect, and provide cost and schedule updates, forecasts to GHMC on a

weekly basis and a monthly project report with aerial photos unless otherwise agreed to by GHMC, as well construction management of the site development, infrastructure, and 2 phases of vertical construction described in Section 2 and displayed in the design information contained in Exhibit C.

The General Contractor Partner shall develop and implement procedures for the review and processing of applications for payment from the Contractors. The General Contractor Partner will review those payment applications with GHMC or GHMC's representative.

General Contractor Partner construction phase activities:

- Obtain Building Permit
- Daily Jobsite Management and Supervision
- Coordination of subcontractors, consultants, and vendors.
- MWBE plan development and oversight
- Quality Assurance Plan development and oversight
- Schedule Management
- Budget Management
- Safety Management

Project Planning

The General Contractor Partner shall provide a brief, overall description of how the project will be organized and managed, and how the services will be performed in both Pre-Construction and Construction Phases. Project planning that offers the same project manager for pre-construction and construction phases shall be given preference.

- Value Engineering
- Code Review Approval
- Constructability Issues
- Cost Model/Estimates
- Project Tracking/Reporting
- Request for Information (RFI) and Shop Drawings
- Quality Control
- Schedule and Staffing Plan

4. METHOD OF SOLICITATION & SUBMISSION REQUIREMENTS

All work is subject to, and shall comply with, all Federal, State and Local Government requirements, regulations, codes, guidelines, standards, and policies.

Email Submission Requirements

GHA must receive **(1) electronic copy** of the complete submission package via email to GHA no later than 4:00 PM (EST), **January 5, 2023**. Please note in the email subject line: **General Contractor Partner RFQ Response for The Arbors at South Crossing**

Please include the respondent's name, address, telephone number, e-mail address in the email of the submission. The submission shall include an attachment that includes the required Questionnaire and appropriate attachments that correspond to the items in the Questionnaire Form.

Email responses received later than the date and time specified may be rejected or deemed nonconforming. GHA assumes no responsibility or liability for receipt of responses.

Submission Package Requirements

All submission packages should contain the following information:

1. Title Page

Title Page should include the Request for Qualifications subject, the firm's name; the name, address, telephone number, fax number and e-mail address of the contact person; and the date of the proposal.

2. Letter of Transmittal

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, and a statement as to why the firm believes it is the best qualified to perform the engagement.

3. Statement of Firm's Qualifications

- a. State the size of the firm and the location of the office from which the work on this project is to be performed.
- b. List all North Carolina construction license numbers, classifications, limits, and expiration dates of the North Carolina contractor licenses held by your business. If any of your firm's license(s) are held in the name of a corporation or partnership, list the names of the qualifying individual(s) listed on the North Carolina licensing board's records who meet(s) the experience and examination requirements for each license. Proposers must possess all licenses required by North Carolina law, including, at a minimum, an unlimited general contractor's license in the building classification under N.C.G.S. Chapter 87, and shall submit proof of current licensing with their proposal.
- c. Joint Ventures with MWBE firms are encouraged and if proposed, identify, and include separate qualifications for each firm that is to be included in the proposal along with the proposed arrangement with the MWBE firm (joint venture company operating agreement, subcontract agreement, commitment to an agreement, memorandum of understanding to include ownership entity splits with percentages and defined roles and responsibilities, etc.).
- d. Provide information relating to the firm's experience with 'green building' techniques and energy consultants with Energy Star experience.
- e. Provide information relating to the firm's experience in working as a Construction Manager at Risk and a General Contractor.
- f. Provide track record relating to job site safety.
- g. Provide evidence of ability to provide 100% construction completion guaranties to all project lenders and investors. Outline the terms of your guarantees and your experience providing these guarantees.
- h. Provide evidence of working capital based on current financial statements and work in progress for each respondent and joint venture team member.
- i. List experience with at least two fully constructed Low Income Housing Tax Credit (LIHTC) projects.
- j. List experience with HUD 221 (d) (4) projects.

- k. List all NC Housing tax credit project experience.
- l. Provide evidence that offeror has principal office in North Carolina in accordance with criteria established by the North Carolina Housing Finance Agency in the 2020 Qualified Allocation Plan.

4. Project Team and Staff Experience

Identify the principal supervisory and management staff, including MWBE and Joint Venture partners / team members, managers, other supervisors, and specialists, who would be assigned to the project. Provide an organizational chart to show how your team will be structured. Indicate whether each such person is registered or licensed to practice in North Carolina. Provide information on the experience of each person and longevity with firm, including membership in professional organizations relevant to the performance of this project. List the number and nature of the professional staff to be employed on this project on a full-time basis and part-time basis.

Indicate how the quality of staff over the term of the agreement will be assured.

Consultants and firm specialists mentioned in response to this Request for Proposals can only be changed with the express prior written permission of Owner, which retains the right to approve or reject replacements. Other project personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

5. Project Experience

List the most comparable projects (maximum of 5) performed in the last five (5) years that are similar in scope and size to the engagement described in this Request for Proposals. Particular emphasis should be placed on projects in Guilford County, NC.

Indicate the scope of work, date, engagement partners, original budget, final contract amount, time allowed versus time to completion, and the name and telephone number of the principal client contact. Also, indicate the level of involvement and role played during the design process.

Contractor experience in wood frame construction is encouraged but is not required. GHA may consider steel frame construction if this approach provides a betterment to the project.

6. Specific Project Approach and Schedule

The proposal should set forth a work plan which describes in detail how you propose to accomplish the tasks outlined in the scope of services. Each key point of the process should be addressed. The work plan should address at a minimum:

- Quality assurance program or quality management plan that would be proposed to be incorporated
- Project management methods, including staffing
- Project progress reporting
- Project schedule management and approach

A project schedule should be a part of the proposal. The goal is to wrap up design and permitting by the end of April 2023. This schedule should indicate the amount of time in weeks that each phase

and/or activity identified will require. This information should be presented so that the review committee can see how activities relate to each other and how long the project is expected to take from contract execution to delivery of the final product. Identify scheduling software used by the firm.

7. Identification of Anticipated and/or Potential Project Problems

The proposal should identify and describe any anticipated and/or potential project problems, the firm's approach to resolving these problems and any special assistance that will be requested from GHMC.

8. Fees

The proposal should include a description of your organization's proposed:

- A. Pre-construction phase fee (stated as a flat fee) and including items and services to be included in the fee. The Pre-construction phase fee will be included in the Construction phase fee.

NOTE: The construction phased fee will be negotiated later and shall be guided by financing regulations and any other regulatory requirements.

It will be assumed that the above fees will include all reimbursables, fees and other expenses related to the project.

9. Financial Statement

Provide financial statements (preferably audited) for the past 3 years that provide evidence of the ability to obtain a performance bond. The statement should show assets, liabilities, and net worth of the firm and should include information on all general partners or principal shareholders. Also include bank references supporting the ability to finance major construction projects. All financial information submitted in support of this RFQ will be held confidential.

10. Arbitration, Mediation and Litigation History

List any claims, disputes ending in mediation, arbitration or litigation associated with any project (initiated either by your company or against your company) in the past five (5) years that has not been settled/adjudicated in your favor.

State whether your firm has been terminated for cause on any project within the past ten (10) years and, if so, attach a description of each instance.

List and briefly describe all legal actions for the past five (5) years in which the Proposer has been a debtor in bankruptcy or a defendant in a lawsuit for deficient performance under an agreement or contract and damages claimed, a respondent in an administrative action for deficient performance on a project, or a defendant in a criminal action.

11. Commitment to Minority/Women Business Enterprises (M/WBE) Participation –

MWBE firms and collaborations with a M/WBE firm creating a joint venture structure is encouraged. For any joint venture partnerships that respond, the JV certified business owner must include a MWBE firm that possess a significant interest in the business arrangement evidenced by an ownership interest, investment of capital, profits and losses of the joint venture at least proportionate to their capital in the venture. The business “Owner” interest and partnership decision-making / rights / obligations must be evidenced and identified in an operating agreement or commitment memorandum, or other acceptable legal form to establish the business relationship. The MWBE “Ownership” interest / ownership percentage will be rated and scored as follows:

- a. Highest MWBE business ownership interest and decision-making obligations in the Joint Venture of at least 51% or higher – maximum point total allowed for this category
- b. 2nd Highest MWBE business ownership interest and decision-making obligations in the Joint Venture of at least 40% or higher – Half of the maximum point total allowed for this category
- c. 3rd highest MWBE business ownership interest and decision-making obligations in the Joint Venture of at least 25% or higher – Quarter of the maximum point total allowed for this category
- d. For all other respondents – No points awarded for this category

12. GHMC Section 3 Program

For guidance on responding to this Submission Requirement see **Exhibit E – GHMC Section 3** in this solicitation.

GHMC is committed to ensuring that employment, training, contracting, and other Section 3 generated by this project are directed to low- and very low- income individuals where GHMC projects are located, and to those business concerns that substantially support those efforts. GHMC’s overall SECTION 3 goals are as follows:

- a. **Employment of low and very low-income individuals** – at least thirty percent (30%) of the aggregate number of new hire hours for the duration of the contract.
- b. **Contracting with business concerns that substantially support low- and very low-income individuals** – (a) at least ten percent (10%) of the total dollar amount of the contract for building trades work arising in connection with housing rehabilitation, construction

BOND AND INSURANCE REQUIREMENTS

BOND REQUIREMENTS

The selected contractor will be required to furnish a bond with the appropriate “powers of attorney” in the amount of one hundred percent (100%) of the contract total maximum price from a corporate surety authorized (licensed) by the State of North Carolina and acceptable to GHMC.

INSURANCE REQUIREMENTS

Before work begins, Contractor and all subcontractors engaged by it shall procure from a reputable insurance company authorized to do business in the State of North Carolina the following insurance policies which provide (at a minimum) the following coverages:

- a) Commercial General Liability: Shall have minimum limits of \$1,000,000 per occurrence combined single limit with a \$2,000,000 annual aggregate for bodily injury liability and property damage liability. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and XCU coverage, and a contractual liability endorsement.
- b) Business Auto Policy: Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.
- c) Workers Compensation: Insurance covering all employees and owners performing work or providing services under this contract. The coverage must include employers' liability with a limit of \$100,000 each accident, \$100,000 bodily injury by disease each owner/employee, and \$500,000 bodily injury by disease policy limit. Where applicable, coverage shall meet any additional requirements of state and federal law.
- d) Builders Risk Insurance: Insurance including coverage for a) Owner occupancy while construction is in progress and b) Equipment, machinery, fixtures, and materials not yet installed, but intended to become part of the structure.
- e) Umbrella Policy: \$5,000,000 Per Occurrence / \$5,000,000 Annual Aggregate.

GHMC and its affiliates shall be named as additional insured on both the Comprehensive General Liability and Business Auto Liability policies. GHMC and its affiliates shall be included as named insured on the Builders Risk insurance policy. Current, valid insurance policies and bonds (if applicable) meeting the requirements identified herein shall be maintained during the entire term of this Agreement. Renewal certificates shall be sent to GHMC thirty (30) days prior to any expiration date, and Contractor's insurer(s) and bond provider (if applicable) shall give GHMC thirty (30) days prior written notification in the event of cancellation or modification by either Contractor or Contractor's insurer(s) or bond provider (if applicable) of any coverage required by this Agreement.

Contractor shall furnish GHMC with a Certificate(s) of Insurance evidencing the coverages required herein. It shall be unacceptable for any Certificate of Insurance to contain language or wording to the effect that the insurer shall have no liability for failure to provide the prior notices required therein. It shall be the responsibility of Contractor to ensure that any agreements between Contractor and subcontractors shall contain the same insurance requirements as set forth herein.

EVALUATION CRITERIA

The submittals will be evaluated based on the criteria listed in this section. In preparing the submittal to GHMC, it is important for proposers to clearly demonstrate their expertise in the areas described in this document.

Firms are encouraged to identify and clearly label in their submittal how each criterion is being fully addressed. Evaluation of responses to this RFQ will be based primarily on the information provided in the submittal package and, secondarily (if required), on interviews of respondents whose proposals qualify for selection, meet the requirements, and are within the competitive range. GHMC reserves the right to request additional information or documentation from the firm regarding its submittal

documents, personnel, financial viability, or other items to complete the selection process. If a responding firm chooses to provide additional materials in their proposal beyond those requested, those materials should be included in a separate section of the proposal

Each response submittal package should include the following

1. Letter of Transmittal
2. RFQ Questionnaire Form – included as Exhibit A to this RFQ
3. Attachments & Exhibit Package that corresponds to the item in the Questionnaire Form, which include but are not limited to:
 - a. AIA Form A305 (Contractor Qualifications Statement)
 - b. Company profile, brochure and resumes of all key members that will be assigned to the project
 - c. Description and location of projects along with statements on the scope of services rendered on the project
 - d. Contingent liabilities
 - e. Five (5) references from previous projects listed
 - f. Evidence of insurance certificates based on the insurance requirements
4. Statement of Firm's Qualifications
5. Project Team and Staff Experience and team organization chart
6. Project Approach plan and Schedule
7. Project costs and fees
8. Financial statements
9. List any claims, disputes ending in mediation, arbitration, or litigation
10. MWBE compliance forms and joint venture arrangement documentation, if applicable
11. Section 3 compliance forms

EXHIBIT A – RFQ Questionnaire Form is the basis of your response submittal. This form must be completed in its entirety with all the requested and required attachments for **each type** of product/service. If the response package is incomplete, your submission may be deemed non-responsive.

EXHIBIT B –Project and Property Information that contain the Project information, property profile, site plan, neighborhood, and street map.

EXHIBIT C – Design Information that contains site plans, civil drawings, and design development architectural building drawings

EXHIBIT D – Minority and Women Business Enterprise (M/WBE) Compliance Documents that contains the MWBE forms and relevant information needed for the vendor submission

EXHIBIT E – Section 3 Compliance Documents that contains the Section 3 forms that need are part of the vendor submission

I. EVALUATION FACTORS

Proposals will be evaluated based upon the following criteria:

Experience and Qualifications (25 POINTS) – Level of successful construction experience in similar projects. This category will also include such factors as quality of design and cost effectiveness. Previous tax credit experience is required.

Project Approach (20 POINTS) – This category will evaluate the proposed project approach, including staffing, identification, and proposed resolution of potential problems, along with schedule and cost management.

Physical and Financial Status of Current Projects and Construction Contractor Partner Financial Capacity (20 POINTS) – Evaluation of performance of General Contractor Partner’s current projects and review of financial statements supporting financial capacity.

Fee Structure (5 POINTS) – Including but not limited to fee, overhead, general conditions and performance - based measures.

Commitment to Minority/Women Business Enterprises (M/WBE) Participation (30 POINTS) – Evaluation of M/WBE participation as specified in Exhibit B – Minority and Women Business Enterprise (M/WBE) Compliance in this solicitation. Joint Venture arrangements with qualified MWBE firms is encouraged.

Commitment to Section 3 Program Compliance (10 POINTS) – This category will evaluate the Respondent’s ability to incorporate the Section 3 requirements as specified in Exhibit A in this solicitation.

Maximum Total Points 110

II. RFQ SCHEDULE*

Request for Proposals Issued

December 8, 2022

Pre-Proposal Site Visit(s):

December 15, 2022 at 10:00 am located at Smith Homes Community Building (707 West Florida Street, Greensboro, NC.)

Final Date to submit questions:

December 19, 2022

Questions to be submitted to Jaymar Joseph; jjoseph@gha-nc.org by 4:00 pm, December 19, 2022

RFQ Addendum / Response Posting:

December 21, 2022

Proposal Due Date

Accepting proposals starting by December 22nd through January 5 2023

Final Proposal submission: No later than January 5, 2023 by 4:00 pm to Jaymar Joseph; jjoseph@gha-nc.org

Late Submissions will not be accepted.

Oral Interviews

The week of January 11th through 13th

****GHMC reserves the right to modify the RFQ schedule at GHMC's discretion. All times are Eastern Time. Proper notification of changes in the response due date will be made to all interested parties on www.ebidexchange.com/cha.***

III. SELECTION PROCESS

Once responses to this RFQ are received, an evaluation of the proposals will be conducted in accordance with the criteria of this RFQ. *Upon completion of the proposal evaluation, the Selection Panel may or may not select one or more firms to invite to an oral interview. The Selection Panel may conduct oral interview(s) with those firms whose proposals qualify for selection, meet the requirements and are within the competitive range.

*Oral Interview: The primary objective of the oral interview is to test a respondent's understanding of the work that GHMC will require under the prospective contract. The secondary objective of the oral interview is to further assess the strength of the respondent's proposal.

GHA's RESERVATION OF RIGHTS

GHA reserves the right to:

- Reject any or all responses, to waive any informalities in the solicitation process, or to terminate the solicitation process at any time, if deemed by GHA to be in its best interest,
- Not to select or make award to anyone with a history of poor performance on projects performed for GHA and or any other client of the submitting firm at the sole opinion and discretion of GHA,
- Terminate a contract awarded pursuant to this solicitation at any time for its convenience upon delivery of a 30-day written notice,
- Determine the days, hours, and locations that the successful bidder shall provide the items or services called for in this solicitation,
- Reject and not consider any bid that does not, in the opinion of GHA, meet the requirements of this solicitation, including but not necessarily limited to incomplete response and/or alternate (not including "or equal" items) or non-requested items or services,
- To make an award to the same bidder (aggregate) for all items; or,
- To make multiple awards to multiple firms for various scopes of work.
- GHA reserves the right to reject all proposals and to re-solicit new proposals should this solicitation fail to produce an acceptable agreement. GHA may also reject any proposals that are incomplete or non-responsive and any proposals that are submitted after the deadline.

- Further, GHA reserves the right to request additional information from any respondent after the submission deadline. GHA also reserves the right to reject any and all, or parts of any and all, proposals received in response to this RFQ or to cancel or postpone this solicitation process if GHA determines that such rejection, cancellation or postponement is in the best interests of GHA, to request additional information; and to waive any irregularities in this solicitation or in the proposals received as a result of the solicitation.
- If applicable, the determination of the criteria and process pursuant to which proposals are evaluated, the decision regarding who shall be selected to act as bond counsel in connection with the transaction and the decision whether or not to designate bond counsel as a result of this RFQ shall be at the sole and absolute discretion of GHA.

BIDDER’S RESPONSIBILITY:

It is the bidder’s responsibility to:

- Carefully review and comply with all instructions provided herein or provided within any named attachments or addenda.
- Bear all expenses involved with the preparation and submission of RFQ proposals.

IV. ADMINISTRATIVE INFORMATION

Basic Eligibility: The successful responder must be licensed to do business in the State of North Carolina and must have the appropriate state and local business license numbers. In addition, the successful proposer must not be debarred, suspended, or otherwise ineligible to contract with GHMC.

V. ADDITIONAL RFQ TERMS AND CONDITIONS

1. Expense of Submission

All expenses involved with preparation and submission of responses to GHMC, as well as all expenses associated with the respondent's attendance associated with an oral presentation, interview or other pre-award activity shall be borne by the respondent. All information, including plans, specifications, and photos, submitted to GHMC by Respondent in response to the RFQ become the property of GHMC regardless of award of the contract.

2. GHMC Options

GHMC may reject any and all, submittals; re-advertise this RFQ; postpone or cancel, this RFQ process; or waive any minor irregularities in this RFQ. Also, the determination or the criteria and process whereby responses are evaluated, the decision as to who shall receive an award of selection of best and most qualified General Contractor Partner and negotiate for the first phase of preconstruction services as well as negotiating other contracting methods related to other phases of the Project. It is the discretion of GHMC whether or not an award shall ever be made as a result of this RFQ, shall be at the discretion of GHMC. Also, GHMC may initiate additional RFQs to add additional firms during the life of this agreement. It is the intent of GHMC to award this contract to one (1) firm, however, the GHMC reserves the right to two or more firms from this solicitation if it is deemed to be in the best interest of GHMC.

3. Confidential Information Procedures

Upon receipt at the Procurement Office and the conclusion of the Procurement process to include evaluation and contract award, your Proposal is considered confidential and the property of GHMC. Also, please note that GHMC is not subject to North Carolina Public Records Law.

4. Level of Effort and Funding

It should be clearly understood that all services requested in this RFQ are on an “as needed basis.” This RFQ in no way constitutes a guarantee of the level of effort that may be requested of the successful respondent.

5. Rules, Regulations and Licensing Requirements

All candidates and staff shall possess all required state and local licenses. In addition, the successful respondent shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest. Candidates are presumed to be familiar with all Federal, State and Local Laws, Ordinances, Codes, Rules, and Regulations that may in any way affect the services. In any subsequent contract, the successful candidate must agree to follow all local, State, and Federal regulations as well as GHMC requirements specified herein.

6. Assignment

The successful respondents shall not enter into any subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any or all of its rights, title or interest, herein, or its power to execute such contract to any person, company or corporation without the prior written consent of GHMC.

7. Equal Opportunity Employment

The respondent will agree that there will not be discrimination as to race, sex, religion, color, age, creed, or national origin in regard to obligations, work, and services performed under the terms of any contract ensuing from this RFQ. The respondent must agree to comply with Executive Order No. 11246 entitled “Equal Employment Opportunity” and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

8. GHMC Section 3 Program Clause

- A. The purpose of the GHMC Section 3 Program is to ensure that employment and other Section 3 generated by GHMC projects, shall, to the greatest extent feasible, be directed to low- and very low-income persons, especially those in the area where GHMC projects are located.
- B. The parties to this contract agree to comply with GHMC’s Section 3 Program. 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 this program.

- C. The contractor agrees to post a notice advising the public of the contractor's commitments 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 GHMC SECTION 3 program, 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 GHMC Section 3 Program Clause in every subcontract and agrees to take appropriate action upon a finding that the subcontractor is not in compliance with the GHMC SECTION 3. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found not in compliance with the SECTION 3.
- 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 SECTION 3 requires employment opportunities to be directed, were not filled to circumvent the contractor's obligations under this program.
- F. Noncompliance with the GHMC SECTION 3 may result in sanctions, termination of this contract for default, and debarment or suspension from future GHMC contracts.

9. Personnel

In submitting their statements, respondents are representing that the personnel described in their responses shall be available to perform the services described, barring illness, accident, or other unforeseeable events of a similar nature in which case the respondent must be able to provide a qualified replacement. Any replacement in personnel must be approved by GHMC. Furthermore, all personnel shall be considered to be, at all times, the sole employees of the respondent, under its sole direction, and not employees or agents of GHMC.

10. Acceptance of RFQ

Proposer's submission of a response to this RFQ shall constitute acceptance by the respondent of the terms and conditions of this RFQ.

11. No Warranty

Respondents are required to examine this RFQ carefully. Failure to do so will be at the respondent's own risk. It is assumed that the respondent has made full investigation so as to be fully informed of the extent and character of the services requested and of the requirements of this RFQ. No warranty is made or implied as to the information contained in this RFQ.

12. Complete and Accurate Submission

A respondent's failure to provide complete and/or accurate information in response to this RFQ may disqualify the respondent from further participation in this selection process. A response may be corrected, modified, or withdrawn, provided that the correction, modification, or request for withdrawal is made by the respondent in writing and is received at the place and prior to the date and time designated in the RFQ for receipt of responses. After such date and time, the respondent may not change any provision of its response in a manner prejudicial to the interests of GHMC and/or fair competition.