

REQUEST FOR PROPOSALS



Park Restroom Facility/Picnic Shelter

RFP # 23-251

Issued: May 12, 2023

Recommended Site Tour: May 22, 2023 @ 9am

Deadlines for Questions: May 26, 2026 @ 2pm

Sealed Proposals Due: June 2, 2023 @ 2pm



Trisha Newton, Purchasing Manager

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GENERAL INFORMATION

Pender County Government is seeking proposals from experienced licensed firms to construct a Park Restroom Facility and Picnic Shelter at Penderlea Community Park.

The Penderlea Community Park was once the location of the historic Penderlea School. The historic buildings provide users with athletic, cultural, and educational opportunities through the use of the indoor gym, a 782 seat auditorium, and classroom space. The surrounding open space provides opportunities for other forms of recreation.

In 2022, the County conducted a Master Plan for the park and has been steadily making the recommendations provided by the plan a reality. Recently, a playground was constructed in the open space in front of the gymnasium. A critical component of the Master Plan is a restroom facility and picnic shelter. This project will complete this vital component of the park.

Pender County is soliciting proposals from Licensed General Contractors to construct a new restroom/picnic shelter facility at the Penderlea Community Park located at 220 C.R. Dillard Rd., Willard, NC 28478. The new facility will be located between the gymnasium and auditorium and will feature a sidewalk that encompasses the new building and connects to the drive in front of the gymnasium as well as the playground. One half of the structure will consist of 3 restroom areas and a storage room and the other half will be an open picnic shelter with lighting.

SCHEDULE

Advertisement of RFP	May 12, 2023
Recommended Site Meeting	May 22, 2023 at 9:00am (Rain date May 24 th at 9:00am)
Deadline for Questions	May 26, 2023 by 2:00pm
Deadline for receipt of Proposals	June 2, 2023 by 2:00pm
Interviews (if needed)	June 5-9, 2023
Board of Commissioners Meeting	June 19, 2023
Desired Completion	End of September/beginning of October 2023

The county reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

OVERVIEW

The Penderlea Community Park was once the location of the historic Penderlea School. The historic buildings provide users with athletic, cultural, and educational opportunities through the use of the indoor gym, a 782 seat auditorium, and classroom space. The surrounding open space provides opportunities for other forms of recreation.

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This new facility will be constructed on a monolithic slab-on-grade and will utilize decorative, split-faced block for the primary structure. The roof system will be engineered trusses, which are already designed and will be shared with the winning bidder upon selection. A metal roof will ensure many decades of service and the vinyl and aluminum clad soffits and fascia will require little with regards to maintenance. The restrooms of the facility will feature solid plastic privacy partitions and high quality fixtures accommodating the needs for men, women and families who visit the park.

There are utility connection points very near the proposed building site including an electric transformer, water supply lines and a drain line. It will be the responsibility of the selected contractor to verify the usability of the existing utilities and include pricing for any necessary modifications or additions to the utilities for the completion of this project. There will be a **recommended** pre-bid meeting at the site so that these connection points are fully understood. Please note the date and time of the meeting in the *schedule* section of this RFP.

The park will remain open during construction and the selected bidder will be required to provide site safety measures, such as temporary safety fencing around the work site. It is also expected that the

contractor will provide temporary power and a temporary toilet during construction all located within the safety fencing. The General Contractor will be responsible for all actions of their direct staff as well as all subcontractors and vendors. It is expected that all workers will respect the facility and visitors to the park and behave in a professional manner at all times.

A full set of plans, plot plan and specification sheet are available via email upon request. Please send requests to the County Project Manager at CMOProjectManager@pendercountync.gov.

SCOPE OF WORK

The selected licensed GC will provide a turnkey proposal for completion of the project including but not limited to:

1. All required insurance policies to be maintained throughout the project
2. All required permitting
3. Any required temporary site modifications and amenities, such as portable toilet, security fencing, and signage
4. Site work
5. Waste removal during construction and daily cleanup of site – including magnetic sweeping of driveway to ensure no tire damage occurs
6. Construction of building and all required inspections
7. Landscaping (use allowance value of \$5000)
8. Certificate of Occupancy
9. Final cleaning of building, inside and out and site
10. Warranty of materials and labor of not less than 1 year
11. Materials or equipment supplied with a warranty greater than 1 year shall be guaranteed for the duration of that warranty, including replacement labor costs, at no cost to the owner.
12. Submittals of all materials and equipment where applicable

ADDITIONAL REQUIREMENTS

Contract: This RFP will result in a contract for services provided to Pender County. The awarded Proposer shall provide the County with a sample contract which can be revised by the County's legal department as needed. The contract shall provide a termination clause in which the County reserves the right to terminate the contract immediately with cause or with ninety days prior written notice without cause.

Insurance: Provide a copy of a certificate of insurance identifying current levels of professional liability insurance. Upon award, Pender County must be added as an additional named insured.

License: Include a copy of the applicable NC General Contractors License(s) with the proposal.

SITE TOUR AND QUESTIONS

An optional site tour will be held on May 22, 2023 at 9:00am (Rain date May 24th at 9:00am). Questions on this project should be emailed to purchasing@pendercountync.gov no later than May 25, 2023 at 2pm. All questions will be answered in the form of an Addendum as soon as possible.

PROPOSAL SUBMISSION

Proposals shall include the following:

1. **Introduction:** Description of the professional qualifications of the firm and staff proposed for the assessment services. Clearly indicate each staff members' role in the project. Include information about the firm's professional registration in North Carolina.
2. **Work Plan:** A detailed description of the services to be provided and schedule of estimated timeframes for implementation/provision of those services.
3. **References:** A brief description of at least 3-5 projects that are similar in scope and size. For each project listed, include the name of the entity and the name and contact information for personnel who would be familiar with the work performed. Preference is to list similar North Carolina projects first.
4. **Fee Schedule:** Breakdown of potential fixed and/or variable costs to be incurred for these services, with a total price for completion of this contract.

Proposals should be submitted bound, using standard paper, and sections should be appropriately labeled for easy reference. Proposers must provide one original bound and one electronic submission. The hard copy submission must be received at the address below prior to the deadline for consideration. The electronic Proposal may be provided on a USB drive or emailed to purchasing@pendercountync.gov. Proposals received after the deadline will not be considered.

Additional information for the County to review and consider is permitted, so long as the entire Proposal does not exceed 25 pages. **Should there be any way you cannot fully comply, you must detail any exceptions in writing in the Proposal. Firms may submit multiple proposals.**

Proposals are due on or before 2:00 pm on June 2, 2023. The submittal package should be clearly marked "RFP # 23-251 Park Restroom Facility/Picnic Shelter" and identify the company submitting the proposal. Proposals shall be addressed to the attention of Trisha Newton, Purchasing Manager at the one of the following addresses:

<p><u>By Mail:</u> Pender County Purchasing Attn: Trisha Newton PO Box 1578 Burgaw, NC 28425</p> <p>Mark Envelope: RFP # 23-251 Park Restroom Facility/ Picnic Shelter</p>	<p><u>In Person / By Courier:</u> Pender County Purchasing Attn: Trisha Newton 805 S. Walker St. Burgaw, NC 28425</p> <p>Mark Envelope: RFP # 23-251 Park Restroom Facility/ Picnic Shelter</p>	<p><u>By email:</u> Purchasing @pendercountync.gov</p> <p>Mark Envelope: RFP # 23-251 Park Restroom Facility/ Picnic Shelter</p>
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All responses submitted become the property of the Pender County Government. Submitting a proposal in response to this RFP does not commit Pender County to award a contract or pay any costs incurred in the preparation, or travel to Pender County. The County will not consider late proposals or be liable for misdirected mail/packages. Additionally, the County reserves the right to cancel this Request for Proposal in part or in its entirety, waive minor defects or reject any/all Proposals. **Pender County encourages all qualified businesses, including DBE, Minority, and Women owned businesses to respond to this RFP.**

EVALUATION AND SELECTION

The selection process will be based on the responses to this RFP. A committee comprised of members of County Staff and/or other stakeholders in this project will provide a recommendation to the Board of County Commissioners for award of this contract. Recommendations will be made based on the following criteria and weighted percentages:

Completeness of Proposal – demonstrated competence related to scope	15 %
Experience with Similar Contracts – On time and within budget	15 %
Cost and/or Price Structure – ability to adhere to and control budget parameters	45 %
References – Prior experience and performance with Pender County or similar	25 %

References may be contacted along with other evaluations Pender County feels necessary to accurately determine the criteria listed above in the selection criteria. Scoring and ranking of the submissions will be based on the criteria above. Pender County reserves the right to interview firms who are being considered. In addition, Pender County reserves the right to reject all submissions.

The County reserves the right to reject any or all Proposals, to waive any non-material irregularities or informalities in any Proposal, to request additional clarification of Proposals, to be the sole judge of suitability of the services for its intended use and further, specifically reserves the right to make the award in the best interest of the County.

RFP PROVISIONS

The Request for Proposals' Provisions, Scope of Services and Terms and Conditions are integral parts of this RFP. The Proposer, by submitting a Proposal, agrees to comply with all provisions and conditions of this document.

1. Services performed shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in this RFP.
2. The County reserves the right to amend, at any time, any part of this RFP upon written notification to Proposers; and to change any of the scheduled dates, including the Proposal due date. All changes will become part of this RFP and will be incorporated into the agreement entered into between the County and the Proposer.
3. Proposals should be prepared providing a straightforward description of the vendor's ability to meet the requirements of this RFP. Responses should be concise and understandable by a "non-technical" audience.
4. The County is not liable for any costs or expenses incurred by the Proposers in the preparation of their Proposals or submissions related to this RFP.
5. By submitting a Proposal, the Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and is capable of providing and performing quality work to achieve the County objectives.
6. The Proposer accepts full responsibility for assuring the prompt and timely submission of the Proposal. The County will make no allowances for late delivery of mail. The Proposal may be hand-delivered or by courier to the physical location specified in the "**SCHEDULE**" section.
7. If a Proposer requires to take exception to any part of the specifications of this RFP, please include a letter stating any exceptions along with a thorough explanation. All exceptions will be taken into consideration when evaluating and scoring Proposals.
8. The County reserves the right to reject any or all Proposals received or to negotiate separately with competing Proposers to this RFP and to award a contract based on services other than those set forth in this RFP. After reviewing the Proposals, the County may elect to withdraw the RFP, make changes, waive technicalities, and issue a modified RFP in any part thereof deemed to be in the best interest of the County.
9. No assignment of the resulting contract may take place without the express written permission from the County. This includes assignment or sale of the Proposer to another institution.

11. The Proposer will assume responsibility for all services offered, whether provided by the Proposer or a subcontractor. The Proposer will identify any subcontractors in its Proposal by providing a list as an attachment to the RFP. The County will consider the Proposer to be the sole point of contact for contractual matters including payment of any and all charges resulting from the cost of any contract. The County reserves the right to approve or reject any subcontractor prior to use. All references to Proposer requirements throughout this RFP include subcontractors. If at any time the County determines that any subcontractor is incompetent or undesirable, the County shall notify the successful firm accordingly, and the successful firm shall take immediate steps for cancellation of the subcontract and replacement. Nothing contained in any contract resulting from this RFP shall create any contractual relationship between any subcontractor and the County of Pender.

12. All procurement documents and contracts will be subject to audit. The Proposer will give full and free access to all records and materials necessary to perform audit fieldwork, including data stored on computer systems, for the County and its authorized representatives. This provision applies to any subcontractor as well.

13. Any material submitted in response to this RFP will become a “public record” once the Proposer’s document(s) is(are) opened and the Proposer is determined to be a participant in the solicitation process and shall be subject to public disclosure consistent with Chapter 132, North Carolina General Statutes. Proposals submitted under this section shall not be subject to public inspection until a contract is awarded N.C.G.S 143-129.8(d).

14. Trade secrets or proprietary information submitted by a firm in connection with a procurement transaction shall not be subject to the public disclosure under the North Carolina Public Records Act pursuant to NC General Statutes §66-152(3). However, the firm must invoke the protection of this section prior to or upon submission of the data or other materials and must identify the data on other materials to be protected and state the reasons why protection is necessary. **Each individual page considered a trade secret or proprietary information must be labeled “Confidential” in the top right corner.** This right of privacy will be construed as narrowly as possible to protect the interests of the individual responding to the RFP while attempting to maximize the availability of information to the public.

15. All submissions should be valid for acceptance for at least 90 days from the date of submission. The “Board of Commissioners Meeting” Date listed in the “SCHEDULE” above is the anticipated award date.

TERMS AND CONDITIONS

In addition to the RFP Provisions above, the County requires adherence to the general purchase order Terms & Conditions that can be found at:

<http://www.pendercountync.gov/vendortermsandconditons/> . All M/WBE and HUB are encouraged to respond.

Other Terms & Conditions as they apply are:

- 1. Indemnification:** Proposer agrees to defend, indemnify, and hold harmless the County for all loss, liability, claims, or expense (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Proposer, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require Proposer to indemnify Pender County to the extent permitted under North Carolina law.
- 2. E-Verify:** By responding to this RFP, Proposer agrees to comply with the requirements of Article 2 of Chapter 64 of the General Statutes, as applicable.
- 3. Availability of Funds:** Any resulting contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The County's extended obligations on contracts that include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).
- 4. Conflict of Interest:** All parties (including subconsultants) must maintain compliance with conflicts of interest guidelines that meet or exceed those required under 2 C.F.R. § 200.318(c)(1) for all projects funded in part or whole with federal or State financial assistance (direct or reimbursed). In addition to the prohibition against self-benefiting from a public contract under N.C. G.S. 14-234, no officer, employee, elected official, governing body member, or agent of Pender County may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal or State award if he or she has a real or perceived conflict of interest. A real or perceived conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from award of a contract: the officer, employee, elected official, governing body member, or agent involved in the selection, award, or administration of a contract; as well as any member of his or her immediate family; his or her partner; or an organization which employs or is about to employ any of these parties. Any such conflict shall be disclosed in writing and included with the Proposal. Contractors that are related to County personnel having any influence over the decisions to consider or award a contract are strictly prohibited from bidding/responding or accepting award of County contracts. Accepting gifts and favors from vendors and contractors is prohibited under N.C. G.S. 133-32, additionally officers, employees, elected officials, governing body members, and agents of Pender County are prohibited from accepting or soliciting gifts, gratuities, favors, or anything of monetary value from contractors, suppliers, or parties to subcontracts. Violating this policy will result in disciplinary action for the employee and termination of the contract and violating firms/persons may not be eligible for future contract awards.

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