

Request for Qualifications

For the Construction of
Knightdale Fire Station #4
Using the Design-Build Delivery Method

Date Issued

April 5, 2021

Due Date

1:00 PM EST, May 18, 2021

Delivery Instructions

Electronic:

Please deliver .PDF Versions to purchasing@knightdalenc.gov

Physical Deliveries:

Town of Knightdale
Attn: KFD#4 RFQ
950 Steeple Square Ct.
Knightdale NC 27545

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Notice

As provided for under General Statute section 143-128. 1A., the Town of Knightdale (as referred to as “the Town”) has elected to use design- build as the contracting method for the construction of a new fire station to be located on 3.12 acres at the intersection of Hodge Road and Needwill Court, Knightdale NC 27545. This station is necessary to provide proper response times to areas of the Town. This project is included in the Town’s FY 2022 Capital Improvement Program.

All respondents to this Request for Qualifications (RFQ) are subject to the instructions communicated in this document and are cautioned to completely review the entire RFQ and follow instructions carefully.

Project Overview

Background

The Town of Knightdale Fire Department, situated in eastern Wake County adjacent to the City of Raleigh, provides fire protection to the rapidly growing Town of Knightdale and the Alert Fire District in unincorporated Wake County. The Department provides Fire, EMS, and Rescue services across 40 square miles serving 38,000 residents. The Department responds from three fire stations, located at Steeple Square Ct., Hester St., and Clifton Rd.

Location

The Town has purchased approximately 3.12 acres, located in the southern quadrant of the intersection of Hodge Road and Needwill Court, in Knightdale, Wake County, NC (Appendix A). Site conditions and Knightdale UDO provisions that the facility be located in closest proximity to Hodge Rd, with secondary proximity to Needwill to allow for driveway access on both roadways to accommodate drive through bays (Appendix B).

The Town has commissioned a Phase I Environmental Site Assessment which includes a limited site reconnaissance, historical research, municipal research, and a database research for the above-referenced site. The Findings and Conclusions section of the assessment may be found in this RFQ as Appendix C. The full document may be obtained upon request.

Project Scope

Design

The initial design shall be a single story, three double deep drive through bay fire station. The station shall be designed with a reduced footprint to maximize potential locations where the building will fit. Additionally, the design shall accommodate the following:

- Dorm Style Sleeping for 25 individual beds
- Lockers and lavatory/shower combinations to support up to 8 personnel per duty shift
- Shared watch room
- Private supervisor’s office
- Open day room
- Kitchen and dining space to accommodate 12 personnel

- Dedicated physical fitness space
- Bay areas to include bifold doors, exhaust evacuation system, dedicated decontamination areas and storage areas.

The Town anticipates the new building will total roughly 10-12,000 square feet.

The Town's Fire Department, Public Works Department, Administration and Planning Department will be involved in the initial design phase to reduce plan review processing time. The Town's Unified Development Ordinance (UDO) will be considered from the start of the design phase of the project.

Project Objectives

The project objectives include but are not limited to:

- Establishing a collaborative relationship between the Town and the Design Build team for the purpose of delivering a well-designed building to adequately meet the needs of the Town's Fire Department.
- Consider engineering controls in the design of the building that work to create a safe workplace, reduce exposure to carcinogens typical in a fire station, and reduce turnout times.
- Consider industry best practices and Chapter 10 of NFPA 1500, as well as all applicable codes and ordinances.
- Incorporate high performance, energy efficient HVAC, plumbing, electrical, exhaust, mechanical, security, and fire alarm systems and controls.
- Deliver the building according to the agreed upon time frame.
- Work within the established budget.

Scope of Work

The scope of work will include but is not limited to the following:

- Project planning to include code analysis, value engineering constructability, preliminary cost estimates, and schedule development.
- Evaluation of site to include survey, geo technical evaluation, environmental, and existing utilities.
- Comprehensive project design, to include the building floor plans and elevations, structural engineering, associated MEP engineering, sitework – inclusive of any road improvements required, stormwater, subterranean utilities, and landscaping.
- Update the budget and schedule once the location and design are finalized.
- Permitting for all aspects of the project.
- Construction of the project.
- Project management to assure subcontractors are performing to design and product specifications.
- Schedule management to assure on-time completion.
- Weekly or Bi-Weekly on-site meetings with Town staff for updates.
- Project closeout, delivering manuals, establishing warranties, equipment training, final inspection and acceptance, execution of punch list, and record drawings.

The firm/team assumes design and construction risk and has direct authority over the sub-consultants and subcontractors. The firm/team will act as the Town's fiduciary and have a relationship of trust and confidence between itself and the Town. The Town intends to enter into a Preliminary Design-Build Agreement with the selected Design-Build firm. Upon completion of the preliminary design-build scope of work, the Town intends to develop a lump sum price with the selected Design-Build firm for the project. The Project will be an "open book" job whereby the Town may attend any and all meetings of the firm/team relating to the project and have access to any and all books and records of the firm/team relating to the project.

Estimated Budget

The Town estimates that the budget for this project will be \$4 Million dollars for all expenses associated with all aspects of this project.

Notices

Licensing

All individuals and firms working on this project shall be properly licensed under the North Carolina laws governing their trades.

Non-Collusion

Firms submitting Statement of Qualifications (SOQ) shall have no association with elected or appointed officials that could be considered a conflict of interest. Any such relationship will subject the firm to immediate disqualification in consideration for this project.

Questions regarding contracting with the Town should be directed to:

Rich Hallam – Accounting Manager, (919) 217-2214 rich.hallam@knightdalenc.gov

Questions regarding project scope should be directed to:

Phillip Bunton – Director, Public Works, (919) 217-2250 Phillip.bunton@knightdalenc.gov

All questions must be in writing and will be shared in a Request for Information document which will be published during the process. Please review the section on Questions and Clarifications for more information. The final decision on the selected firm/team shall be that of the Town Council once the evaluation process is complete.

Content and Format of SOQ

A written SOQ must be submitted in the format outlined herein. Each proposal will be reviewed to determine if it is complete prior to actual evaluation. The submission shall be limited to a maximum of 30 pages (8 ½" X 11, font size 10 or larger). This page limit includes tabs and other dividers. Stick-on tabs are allowed. You may include a 1-page cover letter in addition to the 30-page report. Double-sided pages count as 2 pages. Reference forms will not count towards page limit. Sample Floor plans and elevations that are included will not count towards the page limit. 4 Copies of each SOQ need to be submitted.

The qualifications statement shall consist of the following information, tabbed as identified and in the order indicated below:

Section 1 - General information

- Description of firm/team
- Legal company organization; organization chart with names. Organizational chart shall also include major subcontractors. Note that the firms/team may be required to complete a hazardous material survey of impacted facilities and must identify the appropriate staff resources or subcontractor on the organizational chart for this task. Note that no substitutions to the proposed project team of the selected firm(s) can be made without the prior written approval of the Town.
- Identify the Project Manager, all licensed contractors, all licensed subcontractors, and all licensed design professionals who the firm intends to assign to this project.
- List of applicable North Carolina licenses for construction, engineering, or other trades/professions pertinent to the project requirements.

Section 2 - Relevant Firm Experience

- Applicant's overall reputation, service capabilities and quality as it relates to this project.
- List and briefly describe 3-5 comparable projects completed by your firm/team or currently in progress; include your firm's role, and discuss contract amendment history, if applicable. For each project, include contract value and construction value (original value plus contract amendments, if applicable), project owner, project location, contact name and title, address, current and accurate telephone number, fax number, and email address (if available). Include the initial contract price, final contract price, and an explanation for any difference between the two. Provide the initial dates for scheduled start and finish and the actual start and finish dates, along with an explanation of what caused any difference.
 - Projects involving municipal public safety buildings will have an increased weight in the evaluation process.
 - Projects involving municipal fire stations will receive maximum consideration in the evaluation process. Firms may submit simple floor plans and front elevations for these projects as part of their submission.
- A minimum of three referrals and references from other agencies and owners. If possible, references should be from the projects listed above.
- Type and amount of self-performed work.

Section 3 - Team Experience & Qualifications

- Describe each team member's position within the firm: experience, certifications, and qualifications. At a minimum the lead designer, project manager, and construction manager, should be identified and available for interview if the firm/team is short listed.
- Provide a statement that all professional subconsultants were chosen based upon qualifications and without consideration of price.
- Briefly describe each team member's role on this project.
- Provide "team" experience working together on similar projects.
- Explain your understanding of, and experience with, the Design-Build Delivery Method.
- Provide information regarding teaming history and working relationship between the Design-Build contractor and the Design-Build consulting engineering firm.

Section 4 - Project Understanding, Approach & Project Management

- Describe your understanding of the project.
- Identify and discuss any potential problems during design and construction.
- Identify and discuss methods to mitigate those problems.
- Describe the work you anticipate self-performing, and the work you anticipate being performed by sub-consultants/subcontractors. Discuss access and capacity of the sub-contractors as well as the subcontractor's history with your firm/team and their qualifications.
- Provide schedule; identify and discuss ideas to accelerate the overall schedule.
- Describe approach to maintaining operations at the facility during construction activities if same location is used.
- Describe approach to coordination with vendors for startup, training, and warranty compliance.
- Describe your approach to change orders.
- Describe your planning, scheduling, estimating, and construction management tools.
- Describe your quality control plan and dispute resolution.

Section 5 - Other Factors

- Describe approach to safety management. Provide current safety ratings, practices, and firm approach to safety. Note, proposers are directed not to submit full safety plans, however, the Town may request a copy of safety plans if deemed necessary for the selection process or project implementation.
- A description of current and projected workload as it relates to the team's ability to complete the project in a timely manner including level and magnitude of involvement. For the purpose of gauging capacity to handle this project along with other projects without disruption on the Town's schedule.
- Provide statement regarding your assurance that this engagement will not result in a conflict of interest.
- A description of any program in place to encourage participation by minority businesses as such is defined in N.C.G.S. § 143-128.2(g) and the outreach efforts which will be used to notify minority businesses of opportunities for participation in the project. Additionally, Firms/Teams must be able to meet the insurance and bonding requirements set forth by the Town and NC General Statutes. *For more information on these General Conditions please view Appendix D.*
- Relevant factors impacting the quality and value of work.

- Any other information pertinent to the team’s ability to complete the project.

Section 6 – Legal

No points will be allocated for Evaluation Criteria No. 6; Proposers will be rated as acceptable (pass) or unacceptable (fail).

- List and describe any litigation; arbitration; claims filed by your firm against any project owner as a result of a contract dispute; any claim filed against your firm; termination from a project.
- Listing of any pending or settled lawsuits or professional liability claims in which the design builder was involved during the past ten (10) years. All claims shall be included regardless of location.

Procurement Process

Request for Qualifications (RFQ).

- This RFQ is an invitation to interested Design-Build Teams to submit Statements of Qualifications (SOQ) detailing their technical, management, and financial qualifications to design, manage, permit, construct, commission, and closeout the construction of a fire station.
- All deliverables required by the RFQ will be set forth at the time and in the manner set forth in Content and Format of Proposal section.
- The Town will evaluate the submissions to determine if the submission is complete and meets minimum requirements.
- If minimum requirements are met, the SOQ will be evaluated according to the selection criteria listed in Evaluation and Scoring Matrix section.
- No more than three teams/firms will be selected as short list firm, who will be invited for interviews with Town staff.
- The results of the evaluation of the SOQ can be considered in the final selection process.
- Any cost incurred by respondents in preparing or submitting a proposal for the project shall be the respondent’s sole responsibility.

Interview Short Listed Firms/Teams

- The Town will contact the top three firms/teams and schedule an interview with Town staff.
- The purpose of the interview will be to clear up any issues with the SOQ and to get a feel for how the team will work with Town staff.
- The interview will also serve as a place for Town staff to ask further questions designed to establish which of the three firms is the best fit for the project.
- The interview process will determine the final ranking prior to selection of a firm/team.

Negotiations

- The Town will enter negotiations with the top scoring firm/team from the interview process.

- If an agreement cannot be made with the top scoring firm/team, the Town will move on to the next highest scoring firm/team until a contract is executed, or the Town, in its sole discretion, may decide to terminate the
- If the Town is unsuccessful in receiving a price proposal within the identified budget, the Town may decide to terminate the selection process.

Questions and Clarifications

For the purposes of providing clarifications, a pre-submittal conference will be held at 1:30 pm and 3:00 pm (EST) on April 19th, 2021 at Knightdale Public Works, 1102 Great Falls Ct, Knightdale NC 27545. Due to social distancing guidelines only 10 persons may enter the facility at one session, as a result the Town will have scheduled multiple sessions. Pre-registration for each session is mandatory. Please email Phillip Bunton to schedule your firm/teams’ attendance. We request that only two members from each firm/team attend the session.

Attendance for those intending to submit qualifications is mandatory. The project will be described, and key Town participants will be introduced. Pre-submittal conference questions should be submitted in writing prior to the meeting. Questions that arise during the pre-submittal conference must also be submitted in writing. Only written questions will be answered in an addendum.

All questions shall be submitted to Phillip Bunton, Director of Public Works no later than 1pm EST on April 26, 2021. Questions submitted later than this deadline will not be considered. An addendum with questions and answers, if necessary, will be provided to teams/firms by May 4th, 2021.

All responses, inquiries, or correspondence relating to this RFQ will become the property of the Town of Knightdale. Respondents shall not seek individual contact or information except by the method allowed in this request. Individual requests for discussions with Town staff or persons associated with this project are prohibited and can be considered grounds for disqualification. All questions properly submitted will be answered in writing and distributed to all interested parties in a timely manner in the form of an addendum.

Anticipated Schedule

DATE	EVENT/PROCESS
05-April 2021	Advertise Request for Qualifications
19-April 2021	Pre-submittal conference for interested firms/teams
26-April 2021	RFQ clarification questions deadline
18-May 2021	Statement of Qualifications deadline
24-May 2021	Town notifies shortlisted firms/teams
24-28 May 2021	Town conducts interviews with shortlisted firms/teams
31-May 2021	Town initiates negotiations with selected firm/team
16-June 2021	Selected Firm/Team is presented to Town Council for ratification
1-July 2021	Begin Design Phase
1-Dec 2022	Project completion
NOTE: <i>The anticipated schedule provided above is based on available information at the time of this document. Further clarification will be provided to the selected firm/team.</i>	

Evaluation, Scoring and Selection Process

This RFQ provides information necessary to prepare and submit qualifications for consideration and ranking by the Town. It is the intent of the Town to appoint a selection committee to review the submitted Statements of Qualifications. This committee will review each qualification submittal and rank the submittal based on the criteria requirements specified within this RFQ.

The evaluation and scoring criteria will be as follows:

General Information about the Team/Firm	5%
Relevance of experience of the Team/Firm with design build with weighted consideration for public safety and maximum consideration for fire stations	25%
Project Approach, Understanding and Management	20%
Team Experience and Qualifications	15%
Other Factors	15%
References from similar previous projects	20%
Legal and Financial	Pass/Fail

The Town will invite three teams/firms for interviews. Companies are hereby notified that the interview process will quickly follow the submittal deadline and firms should prepare their submittal and proposed team accordingly. Elaborate presentations and submittals during the interview process are not expected or requested. Each interview will last no more than 1 hour with 30 minutes allowed for a presentation and a 30-minute question and answer session. At the conclusion of the interviews the selection committee will rank the firms based on the selection criteria and the interviews. The Town will provide written notification to all firms regarding final selection by May 31st, 2021.

Upon completion of the selection process, the highest ranked firm will be asked to submit a fee proposal to begin contract negotiations for a fair and reasonable price. By submitting its Statement of Qualifications in response to this RFQ, respondent accepts the evaluation process as outlined in the following section, acknowledges, and accepts that determination of the “most qualified” firm may require subjective judgments by the Town. The Town will then present the findings of the committee and propose the selection to Town Council at the regularly scheduled meeting on June 16th, 2021. The selected Team/Firm should be prepared to have representatives present for this meeting.

Timely completion is a priority on this project. Preferred consideration will be given to teams that are able to deliver the project within the expected timeline. Success record on this aspect must be clearly reflected on the submittal.

Statement of Qualifications Submittal

As noted above, the deadline for firms submitting qualifications is 1:00PM on May 18th, 2021. No submissions or supporting documents will be accepted after this deadline.

Physical Acceptance/Mailing Location:

Physical Deliveries:

Town of Knightdale
Attn: KFD#4 RFQ
950 Steeple Square Ct.
Knightdale NC 27545

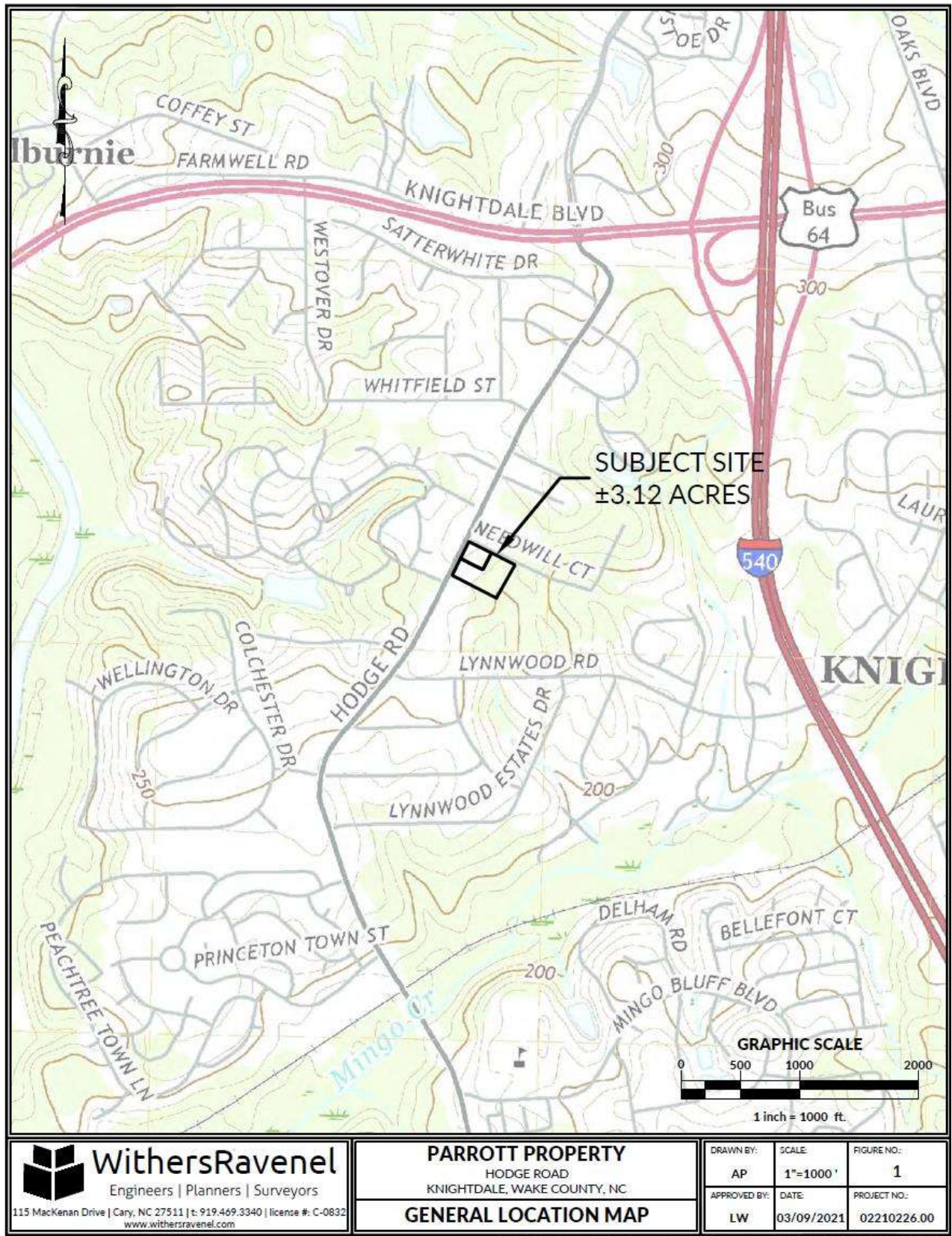
Electronic:

Please deliver .PDF Versions to purchasing@knightdalenc.gov

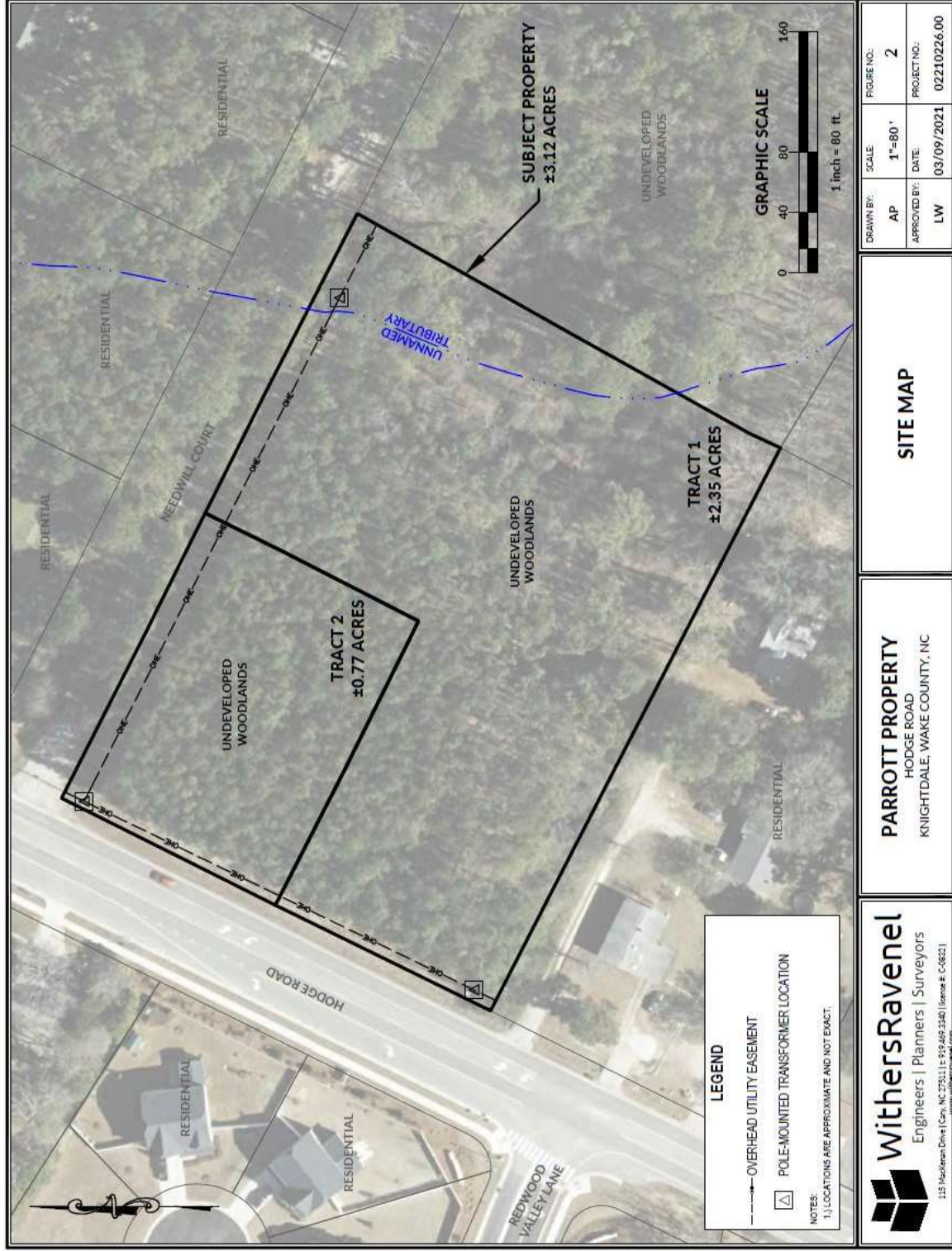
Submittal packages should be enclosed in a sealed envelope marked REQUEST FOR QUALIFICATIONS – KNIGHTDALE FIRE STATION #4 to the attention of Purchasing and Contracts Manager, in the Finance Department.

All proposal packages and materials submitted hereunder become the exclusive property of the Town and shall be subject to the provisions of the North Carolina public records laws. The Town of Knightdale reserves the right to reject any or all packages received or to request additional information as may be needed to determine qualifications.

Appendix A



Appendix B



Appendix C



7. FINDINGS AND CONCLUSIONS

WR has performed a Phase I Environmental Site Assessment at the request of Bill Summers, on behalf of Town of Knightdale. The Phase I Site Assessment involved a site reconnaissance and review of public records for the ±3.12-acre property described in [Section 1.2](#).

The findings contained herein are based on the results of the Phase I ESA performed by WR in general conformance with the scope and limitations of ASTM E-1527-13 and in accordance with WR's Standard Contract Conditions for Engineering Services. All conclusions made in this report are based upon the assessment performed by WR and are subject to the Special Terms and Conditions outlined in [Section 1.4](#) of this report. Any exceptions to, or deletions from, this practice are described in the report.

FINDINGS

Controlled RECs (CREC)

No CRECs were identified in connection with the subject property during the course of this assessment.

Historic RECs (HREC)

No HRECs were identified in connection with the subject property during the course of this assessment.

De Minimis Environmental Conditions

No *de minimis* environmental conditions were identified in connection with the subject property during the course of this assessment.

RECs

No RECs were identified in connection with the subject property during the course of this assessment.

CONCLUSIONS

Based on WR's site reconnaissance in conjunction with a review of historical information gathered from an examination of ownership, aerial photographs, historical property uses, and public records, this assessment has revealed no recognized environmental conditions (RECs) in connection with the subject property.

Appendix D – General Contract Conditions

The selected firm will report directly to the Town. The selected firm is to administer the contract and to ensure that all work is performed in accordance with the contract requirements. The selected firm will be responsible for providing engineers, technicians, and sub-consultants with the appropriate skills and qualifications to ensure contract compliance. The firm will be directly responsible for oversight of the project for the Town.

The selected firm will be notified by the Town and will enter into contract negotiations for receiving this work. A contract will be negotiated with the selected contractor based on the proposed scope of work outlined in their proposal. The Town’s standard professional services agreement will serve as a basis for any contract with the selected firm/contractor. A copy of this agreement is available upon request.

To the maximum extent allowed by law, the firm/team shall defend, indemnify, and hold harmless the Town, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of the acts or omissions of the firm/team or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the Town, its agents, officers, or employees. In performing its duties under this section, the firm/team shall at its sole expense defend the Town, its agents, officers, and employees with legal counsel reasonably acceptable to the Town. As used in this subsection – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney’s fees, and amounts for alleged violations of North Carolina law or federal law, including but not limited to, sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the Town that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contract under this contract. To the extent this Contract includes the furnishing of “design professional services” as defined in N.C.G.S. § 22B-1(f)(6), nothing in this section shall require a “design professional” as defined in N.C.G.S. § 22B-1(f)(4) to defend the Town against liability or claims for damages or expenses, including attorney’s fees, proximately caused or allegedly caused by the professional negligence of such design professional.

Insurance and Bonding

The firm must have the financial ability to undertake the work and assume the liability. The selected firm will be required to provide a Performance and Payment Bond in the full amount of the contract. The selected firm will be required to furnish proof of insurance coverage and shall maintain at the times the limits as follows:

Coverage	Minimum Limits
General Liability	\$5,000,000 per occurrence (\$10,000,000 aggregate)
Umbrella Liability	\$5,000,000 per occurrence
Automobile Liability	\$1,000,000
Professional Liability (E & O)	\$2,000,000 per occurrence

Workers’ Compensation	\$1,000,000 Each Accident, \$1,000,000 Disease (Each Employee, \$1M Disease-Policy Limit)
Employers’ Liability	\$ 500,000

The selected firm shall provide the Town with a Certificate of Insurance for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require thirty (30) days written notice by the insurer or firm’s agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, the firm shall provide the Town with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the firm to provide such notice, the firm assumes sole responsibility for all losses incurred by the Town for which insurance would have provided coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be renewed by the contractor for each subsequent renewal period of the contract.

The Town shall be named as an additional insured and the statement should read “Town of Knightdale is to be added as an additional insured as evidenced by an endorsement attached to this certificate.” Only “A” rated insurance companies will be acceptable to the Town.

The firm must have an adequate accounting system to identify costs chargeable to the project.

The proposed method of payment for this contract is lump sum, with progress payments.

The products of this contract shall be the property of the Town. Upon completion or other termination of this contract, the Contractor shall deliver to the Town reproducible copies of any text, database information, survey information, graphic materials, reports, drawing, plans, files and/or any other documents or materials pertaining to this contract. The Contractor shall also make available any calculations pertaining to this contract and provide copies of specific calculations upon request of the Town. No reports, information, or materials prepared by the Contractor under this contract shall be made available to any person or organization without the prior written approval of the Town.

In no event shall there be any of the following unless Town’s express prior written agreement is obtained: (i) any limitation on, or disclaimer of, implied or express warranties or the liability of Contractor; (ii) any limitation on damages, including a limitation on consequential damages; (iii) any requirement for arbitration or for mandatory mediation; (iv) any requirement that Town officials or employees keep information confidential or any requirement that records be kept confidential by the Town, unless the requirement for confidentiality meets the requirements of the Public Records Law.

Conflict of Interest Statement

It is the policy of the Town that the conduct of officers, directors, project managers, and/or all other persons acting as its representatives should be at all times in the best interests of the Town, its members and the general public. In performing their duties, Town representatives should not be influenced by desire for personal gain. Conflict of interest is defined as a situation in which professional judgment or behavior concerning a primary interest (in this case the integrity of Town) has been improperly influenced by a different interest (such as for financial gain). The prompt disclosure of possible conflicts of interest or of those situations where such a

perception could reasonably be anticipated to arise helps to avoid injury to an agreed upon primary interest. Firm(s) selected for these advertised services shall become aware of and comply with state laws related to gifts and favors, conflicts of interest and the like, including N.C.G.S. 14-234, N.C.G.S. 133-1, and N.C.G.S. 133-2. Firm(s) selected for Planning and Design Services by the Town will be required to disclose any conflicts of interest for 18 months prior to the submission of the Proposal package to the Town.

If a conflict of interest is not disclosed by the contractor and a conflict of interest is determined by the Town to exist at a later time, the contractor will not be compensated for their prior work and will be required to reimburse the Town for any payments received. The contractor would be immediately dismissed from the contract.

Changes in Personnel

Changes to personnel on project team(s), particularly a project manager, are to be avoided wherever possible. The Contractor must request in writing to the Town for all changes to project team members. The Town will consider requests and may accept the new personnel changes, or may deny the request and consequently, the Contractor may no longer be considered for Planning and Design Services with the Town.

Public Records Notice

Records received by the Town in response to a bid solicitation or a request for proposal/qualifications are public records and subject to public inspection and copying. Some bid records are public as soon as received by the Town, others become public at bid opening and others at bid award.

The Public Records law (N.C.G.S. 132-1 et seq.) authorizes the Town to withhold from public inspection and copying legitimate and properly marked 'trade secrets'. If a record meets all of the following conditions, then the Town may withhold that particular trade secret from a public record inspection request:

- It is a "trade secret" as defined in G.S. 66-152(3); and
- It is the property of a private "person" as defined in G.S. 66-152(2); and
- It is disclosed or furnished to the Town in connection with a bid or proposal; and
- It is marked as "confidential" or as a "trade secret" at the time of its initial disclosure to the Town.

If as part of your bid or proposal, you submit to the Town any record, or portion of a record, that you consider to be a trade secret meeting the definition contained in G.S. 66-152 (2), you may clearly mark the particular record, or portion of the record, that meets the definition of trade secret as TRADE SECRET or CONFIDENTIAL TRADE SECRET, and the Town will be authorized to withhold that particular record or portion thereof, from public inspection. In the event the Town receives a public records request for records you designate as 'trade secret' the Town will notify you and give you the opportunity to, within one week of such notification, confirm in writing that the specific record, or portion of record, that you designated as TRADE SECRET meets the requirements of G.S. 132-1.2 and G.S. 66-152, and the reasons therefore. The Town will require that you indemnify the Town in the event a challenge is brought for the withholding of a record based on your having designated it a trade secret.

Addenda Notice

If you have received this solicitation from a source other than the Town, it is the respondent's responsibility to ensure that all addenda have been received. Please visit:

<https://www.knightdalenc.gov/departments/finance/bids-and-proposals> for the most current information.

HUB/MBE Participation

In accordance with G.S. 143-128.2 (effective January 1, 2002) these guidelines establish goals for minority participation in single-prime bidding, separate-prime bidding, construction manager at risk, and alternative contracting methods such as Design Build, on Town construction projects in the amount of \$300,000 or more. The legislation set by the State, provides that the Town shall have a verifiable ten percent (10%) goal for participation by minority businesses in the total value of work for each project for which a contract or contracts are awarded. These requirements are published to accomplish that end.

Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority- business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids.