

Request for Qualifications for Architectural, Engineering and Design Services

1. BACKGROUND/PROJECT:

The Franklin Alcoholic Beverage Control Board (“FABC”) is a Municipal ABC Board organized pursuant to Article 7, Chapter 18B of the North Carolina General Statutes.

Through this Request for Qualifications (“RFQ”), FABC is soliciting submittals and conducting a qualification-based selection process for professional services from qualified firms to provide Architectural, Engineering and Design Services for providing planning and design services as herein described for the potential design of a 9,000 sq ft building or an upfit of an approximately 10,000 square foot existing warehouse to include the design and construction of office space and retail space. Firms that do not have all services in house may include subcontractors who will be part of their project team in their response. Contracts for services shall be negotiated on the basis of demonstrated competence and qualifications.

The scope of the Project is anticipated to include but necessarily be limited to the following:

Design and Planning:

- a. Design all aspects of the Project including, to the extent necessary, all modifications to related access, parking, utility connections, stormwater controls, and landscaping.
- b. Comply with regulations for accessibility in design of the Project.
- c. Provide for adequate security of the Project and compliance with all laws, rules, and regulations governing the construction of the Project including any ABC-specific requirements.

2. STATEMENT OF REQUIREMENTS AND PROPOSAL INSTRUCTIONS:

Proposal Submittal and Due Date: Electronic copies are preferred and should be forwarded by email to: Todd Mason, ABC Store Manager – FranklinABC@frontier.com email subject line of “Franklin ABC Board – RFQ Response for Architectural, Engineering and Design”.

Proposals must be received no later than May 15, 2026.

The designated individual responsible for coordination of the RFQ is:

Todd Mason, ABC Store Manager
Franklin ABC Board
PO Box 719
Franklin, NC 28744

Any questions relating to this RFQ should be directed to Mr. Mason at 828-369-9247 or by email at FranklinABC@frontier.com . Please note for any such questions, email subject lines should be titled “Questions for RFQ.”

Please take note of the following very important requirements:

- a. **All materials shall be submitted electronically in Adobe Acrobat PDF format (preferably in one file) by the date indicated in the schedule below.** No printing, binding or other paper handling is required of the firm. Paper submittals will be accepted **but will not be accepted in lieu of the electronic copy.**
- b. Submittals may be color or black/white and all portions must be 8½” x 11” landscape orientation.
- c. Submittals may include spreadsheets, graphics, logos, and any other “objects” embedded in the file.
- d. A cover letter may be inserted after page one and WILL be counted as part of the total page limitation.
- e. Links or references to websites will not be allowed. A submittal must be received. Passive activities are not permitted.
- f. **Submittal (all pages and sheets) is limited to a maximum of 25 pages.**
- g. The Statement of Qualifications shall be signed by an authorized representative of the professional services firm.

The following is a list of required submittal documents:

1. Statement of Qualifications containing the following information:
 - a. Firm name, address, telephone number, fax number, e-mail address, and contact person(s).
 - b. Year in which the firm was established and any former names under which the firm operated.
 - c. Names of key personnel.
 - d. Professional affiliations and licenses of key personnel.

- e. Statement of the qualifications of the firm and its key personnel who would work on FABC projects with particular regard to the evaluation criteria listed above under “Selection Process”.
- f. List what design services are typically provided by the firm.
- g. Approach to the design process.
- h. Unique qualifications or work methodology.
- i. Track record of bringing in projects on time and within budget.
- j. Current workload and percentage of availability.
- k. Quality control and assurance process.
- l. List of previous clients for whom work similar to the Project was completed; include name and location of project, brief description and firm’s and key personnel’s involvement, name of project manager and telephone number, date, and value of the project.
- m. Hourly billing rates charged by your firm for each position type.
- n. List the firm’s recent (past 3-5 years) experience/history in designing projects within an established “Design-not-to-Exceed” budget.

2. Current Certificate of Professional Liability Insurance listing all coverages provided for the firm.

3. Three references we may contact. Please give the person’s title along with their relationship to either a particular project or how they are acquainted with the firm. Email addresses and telephone numbers should be listed.

Of note, no costs or fees, other than unit price information, may be submitted or considered as part of the selection process. Additionally, no work product or design may be submitted or considered as part of the selection process, but examples of prior completed work may be submitted and considered when determining demonstrated competence and qualification of professional services.

3. SELECTION CRITERIA:

The selection of the firm shall be based on proposal information exhibited in both written and graphic form and personal interviews (if conducted). Criteria for selection will include, but is not necessarily limited to the following:

- 1. RELEVANT EXPERIENCE WITH SIMILAR PROJECTS. 25%
- 2. THE QUALIFICATIONS AND EXPERIENCE OF THE FIRM'S KEY PROJECT TEAM MEMBERS WHO WILL ACTUALLY BE ACTIVELY INVOLVED IN THE PROJECT(S). (NOTE: BOTH FIRM AND TEAM MEMBERS MUST HAVE RELEVANT EXPERIENCE WITH SIMILAR PROJECTS.) 25%
- 3. APPROACH TO COST AND SCHEDULING..... 30%
- 4. THE SUBMITTAL ITSELF AS AN EXAMPLE OF THE QUALITY OF THE FIRM’S WORK 15%
- 5. OTHER WORK WITH ABC BOARDS..... 5%

FABC will consider proposals only from firms or organizations that in FABC's sole judgement, have demonstrated the capability and willingness to provide the services contemplated by this RFQ.

FABC will engage in individual discussions with firms deemed best qualified, responsible, and suitable on the basis of initial responses. If a contract satisfactory and advantageous to FABC can be negotiated at a fee considered fair and reasonable, the award shall be made for the best qualified firm. Otherwise, negotiations with the other firm(s) will be conducted until such contract can be negotiated at a fair and reasonable fee with the next best qualified firm.

4. FEES:

The fee for services for individual projects may be negotiated as a fixed fee, percentage of construction cost fee, or on a time and materials basis with a "Not-to-Exceed" amount considering the scope of services required, the estimated service hours required for each level and the hourly rates for the skill levels of for the work.

5. TERMS AND CONDITIONS:

All costs incurred in the preparation of the RFQ will be completely absorbed by the responding party to the RFQ. Any material submitted that is confidential must be clearly marked as such.

6. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE:

It is the policy of FABC to provide minorities and women equal opportunity for participating in all aspects of the Town's contracting and procurement programs, including but not limited to employment, construction development projects, and materials/services, consistent with the laws of the State of North Carolina. The policy of FABC prohibits discrimination against any person or business in pursuit of these opportunities on the basis of sex (including pregnancy, gender, sexual orientation, gender identity or expression or transgender status), race, color, religion, national origin, age, disability, genetic information, veteran status, or any other legally protected characteristic. It is further the policy of FABC to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.

FABC will actively take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The steps will include qualified small and minority businesses and women's business enterprises on solicitation lists; assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business

enterprises; establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and requiring the prime contractor, if subcontracts are to be let, to take the same affirmative steps.

7. ADA COMPLIANCE:

FABC will comply with the Americans with Disabilities Act (ADA) which prohibits discrimination on the basis of a disability. FABC will make reasonable accommodations in all programs to enable participation by an individual with a disability who meets essential eligibility requirements. The FABC programs will be available in the most integrated setting for each individual. If any accommodations are necessary for participation in any program or services, participants are encouraged to notify the FABC staff.

8. INSURANCE REQUIREMENTS:

The firm agrees to purchase and maintain during the life of any contract resulting from this RFQ, with an insurance company acceptable to FABC, authorized to do business in the State of North Carolina, the following insurance:

AUTOMOBILE LIABILITY - Bodily injury and property damage liability insurance covering all owned, non-owned, and hired automobiles for limits for bodily injury of not less than \$1,000,000 per person/\$2,000,000 per accident, and property damage limits of not less than \$1,000,000 per accident. The automobile liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.

COMMERCIAL GENERAL LIABILITY - Bodily injury and property damage liability as shall protect the contractor and any subcontractor performing work under any contract resulting from this RFQ from claims of bodily injury or property damage which arises from operation of said contract whether such operations are performed by contractor, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$2,000,000 bodily injury each occurrence/\$4,000,000 aggregate and \$2,000,000 property damage each occurrence/\$4,000,000 aggregate. This insurance shall include coverage for products/completed operations, personal and advertising injury liability and contractual liability in an amount not less than \$2,000,000 each occurrence/\$4,000,000 aggregate. The liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.

WORKERS' COMPENSATION - Meeting the statutory requirements of the State of North Carolina, even if not required by law to maintain such insurance.

EMPLOYER'S LIABILITY - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

Certificates of such insurance will be furnished and shall contain the provision that FABC will be given thirty (30) days written notice of any intent to amend or terminate by either the firm or the insuring company.

PROFESSIONAL LIABILITY – Insuring against professional negligence/ errors and omissions on an occurrence or claims-made basis with policy limits of \$2,000,000 per claim/\$4,000,000 annual aggregate. If insurance is provided on a claims-made basis, “tail” coverage will be required at the completion of any agreement arising from this RFQ for a duration of thirty-six months, or the maximum time period reasonably available in the marketplace. Firm shall furnish certification of “tail” coverage as described or continuous “claims made” liability coverage for thirty-six months following completion of its services under any agreement arising from this RFQ. Continuous “claims made” coverage will be acceptable in lieu of “tail” coverage provided its retroactive date is on or before the effective date any agreement arising from this RFQ. If Continuous “claims made” coverage is used, Firm shall be required to keep the coverage in effect for duration of not less than thirty-six months from the end any agreement arising from this RFQ. This will be a condition of the final acceptance of work or services.

9. NON-COLLUSION AFFIDAVIT:

Each proposal package must be accompanied by a notarized affidavit on non-collusion, executed by the firm or in the case of a corporation, by a duly authorized representative of said corporation. The Non-Collusion Affidavit is provided herein.

10. CONTACT ONLY WITH DESIGNATED PARTY:

After the date and time established for receipt of proposals by FABC, any contact initiated by any firm with any FABC representatives, other than Todd Mason or FABC counsel, concerning this RFQ is prohibited. Any such unauthorized contact may cause the disqualification of the firm from this proposal process.

11. ADHERENCE TO STATUTORY REQUIREMENTS:

The final contract between the parties will be drafted by FABC’s attorney and may contain standard terms and conditions applicable to contracts which are or may be funded by public funding sources, to the extent applicable. Key contract provisions are available upon request.

12. NON-COLLUSION AFFIDAVIT:

Each proposal package must be accompanied by a notarized affidavit on non-collusion, executed by the firm or in the case of a corporation, by a duly authorized representative of said corporation. The Non-Collusion Affidavit is provided herein.

13. CONFLICT OF INTEREST:

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 FABC 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 FABC personnel having any influence over the decisions to consider or award a contract are strictly prohibited from bidding/responding or accepting award of FABC 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 FABC 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.

14. ADDENDA/CHANGES:

Any additions, deletions, modifications, or changes made to this RFQ shall be processed through the FABC Finance Department. Any deviation from this procedure may result in the disqualification of the firm's submittal or the cancellation of a contract resulting from this RFQ.

15. PROPRIETARY INFORMATION:

All Proposals received are considered public record and available for public inspection as required by N.C.G.S. § 132-1.2. 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 N.C.G.S. § 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 RFQ while attempting to maximize the availability of information to the public.

16. AWARD/CONTRACT TIME:

No part of this solicitation is to be considered part of a contract nor are any provisions contained herein to be binding of FABC. Award shall be made to one or more responsible firms submitting Proposals determined to be the most advantageous to FABC, taking into consideration the evaluation factors set forth in the RFQ. If after discussion and negotiation, a mutually agreeable agreement and fee is not successful, negotiations will be terminated and FABC may enter into negotiations with the next highest rated Firm, and so on. FABC counsel will prepare the contract that will be entered into with the selected Firm.

A notice of contract award is anticipated on/by: TBD .

The detailed Scope of Work and schedule of deliverables shall be negotiated with the successful firms for each specified project.

17. CONTRACT DOCUMENT:

The successful firm will be required to enter into a contract with FABC in a form drafted by and suitable to counsel for FABC subject to reasonable negotiation with the selected firm(s).

18. SUBCONSULTANTS:

If any subconsultants will be used for the various projects, the successful firm shall a list of names of any of the intended subconsultants, their applicable license number(s) and a description of the work to be done by each subconsultant.

The successful firm(s) shall not substitute other subconsultants without the written consent of FABC.

The successful firm(s) shall be responsible for all services performed by a subcontractor as though they had been performed by the successful firm. Responsibilities include, but are not limited to, compliance with applicable licensing regulations.

If at any time FABC determines that any subcontractor is incompetent or undesirable, FABC shall notify the successful firm(s) accordingly, and the successful firm(s) shall take immediate steps for cancellation of the subcontract and replacement with a firm suitable to FABC.

Nothing contained in any contract resulting from this RFQ shall create any contractual relationship between any subcontractor and FABC.

It shall be the successful firm(s)' responsibility to ensure that all terms of the primary contract with FABC are incorporated into all subcontracts.

19. INDEMNIFICATION:

- a. To the fullest extent allowed by law, the firm shall in a contract resulting from this RFQ indemnify and hold harmless FABC, its officers, officials, employees, agents, or indemnities (collectively called "Indemnified Parties") from and against those Losses,

- liabilities, damages, and costs proximately caused by, arising out of, or resulting from the sole negligence of the firm, the firm's agents, or the firm's employees.
- b. In matters other than those covered by subsection a. above, and to the fullest extent allowed by law, the firm shall in a contract resulting from this RFQ indemnify and hold harmless the Indemnified Parties from and against those Losses, liabilities, damages, and costs caused by, arising out of, resulting from, or in connection with the execution of the work provided for in a contract resulting from this RFQ when the Fault of the firm or its Derivative Parties is a proximate cause of the loss, liability, damage, or expense indemnified.
 - c. Costs and expenses shall include attorneys' fees, litigation or arbitration expenses, or court costs actually incurred by the Indemnified Parties to defend against third-party claims alleged in any court, tribunal, or alternative dispute resolution procedure required of any of the Indemnified Parties by law or by contract, only if the Fault of the firm or its Derivative Parties is a proximate cause of the attorneys' fees, litigation or arbitration expenses, or court costs to be indemnified.
 - d. The firm's duty to indemnify and hold harmless described hereinabove shall survive the termination or expiration of a contract resulting from this RFQ.
 - e. Definitions:
 - i. For the purposes of this Section the term "Fault" shall mean any breach of contract; negligent, reckless, or intentional act or omission constituting a tort under applicable statutes or common law; or violation of applicable statutes or regulations.
 - ii. For the purposes of this Section the term "Loss" or "Losses" shall include, but not be limited to, fines, penalties, and/or judgments issued or levied by any local, state, or federal governmental entity.
 - iii. For the purposes of this Section the term "Derivative Parties" shall mean any of the firm's subcontractors, agents, employees, or other persons or entities for which the firm may be liable or responsible as a result of any statutory, tort, or contractual duty.

20. GOVERNING LAW; JURISDICTION; VENUE:

The construction and performance of a contract resulting from this RFQ shall be governed by and construed pursuant to the laws of the State of North Carolina. Venue for any legal actions initiated concerning a contract resulting from this RFQ or arising in any way from and out of a contract resulting from this RFQ shall be brought in the appropriate state court sitting in Macon County, North Carolina, having jurisdiction over said claim. The parties consent to the jurisdiction of said court and waive any right they may have to venue in any other jurisdiction.

21. AVAILABILITY OF FUNDS:

Any contract resulting from this RFQ shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. FABC's extended obligations on contracts that include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).

22. NON-EXCLUSIVE CONTRACT:

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the selected firm. A contract of award shall not restrict FABC from acquiring similar, equal, or like goods and/or services from other sources.

23. INTELLECTUAL PROPERTY:

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created, or discovered in performance of services under a contract resulting from this RFQ shall be the property of FABC. Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the firm's performance of services under a contract resulting from this RFQ shall vest in FABC. Works of authorship and contributions to works of authorship created by the firm's performance of services under a contract resulting from this RFQ are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. § 201.

24. OWNERSHIP OF INSTRUMENTS OF SERVICE:

All designs, drawings, specifications, design calculations, notes and other works developed in the performance of a contract resulting from this RFQ shall become the sole property of FABC and may be used on any other design or construction without additional compensation to the firm or any subcontractor. The use of the design, including tracings and specifications, by any person or entity, for the purpose other than the project for which they are intended, shall be at the full risk of such person or entity and the firm and its subcontractors shall be relieved of any liability whatsoever, including claims for personal injury, property damage, or death as a result of such other use.

25. FORCE MAJEURE:

Neither party shall be deemed to be in default of its obligations of a contract resulting from this RFQ if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Except at otherwise provided in any environmental laws, rules, regulations, or ordinances applicable to the parties and the services performed under a contract resulting from this RFQ, neither party shall be deemed to be in default of its obligations thereunder if and so long as it is prevented from performing such obligations by an act of war,

hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the contract resulting from this RFQ must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under a contract resulting from this RFQ by this provision.

26. PROFESSIONAL STANDARDS:

Firm personnel shall use a degree of professional care, competence, and skill that other competent personnel performing the same or similar tasks would use working in the same or similar geographic area. With FABC's prior written permission, if the firm subcontracts any of the work to be performed under the terms of a contract resulting from this RFQ, the firm shall be responsible for ensuring that the subcontractors perform their tasks using the degree of professional care, competence, and skill that other competent professionals performing the same or similar tasks would use working in the same or similar area.

27. CANCELLATION:

FABC may terminate a contract resulting from this RFQ at any time by providing written notice to the firm. The firm shall cease performance immediately upon receipt of such notice. In the event of early termination, the firm shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to FABC. Notwithstanding the foregoing, in no event will the total amount due to the firm under this section exceed the total amount due the firm under a contract resulting from this RFQ.

28. E-VERIFY:

It is understood that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with N.C.G.S. §§ 64-25, *et seq.* Firms must acknowledge that they are aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. Firms must certify to the best of their knowledge, any subcontractors employed by the firm as a part of a contract resulting from this RFQ are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.

29. NO LIENS:

The firm shall agree in a contract resulting from this RFQ that it shall promptly pay all invoices for labor performed by any of its subcontractors, if any, and for materials provided in the construction of the improvements upon FABC's property, if any, and shall keep FABC's property free of any liens or claims of lien at all times, to the extent applicable to any services provided under a contract resulting from this RFQ.

30. ADDITIONAL PROVISION(S):

The firm shall be responsible for the proper custody and care of any property furnished or purchased by FABC for use in connection with the performance of a contract resulting from this RFQ and will reimburse FABC for the replacement value of its loss or damage. The firm shall be considered to be an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. The firm shall represent that it has, or will secure at its own expense, all personnel required in performing the services under a contract resulting from this RFQ. Such employees shall not be employees of or have any individual contractual relationship with FABC.

END OF REQUEST FOR QUALIFICATIONS

NON-COLLUSION AFFIDAVIT

A completed, signed, and notarized form shall be submitted with the RFQ.

The firm submitting a Proposal, under penalty of perjury under the laws of the United States and the law of the State of North Carolina, certifies that neither s/he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract.

By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any collusion has been offered, accepted, or promised by any employees of your organization.

FIRM NAME: _____

BIDDER/RESPONDING REPRESENTATIVE: _____

Print

Sign

Date

NOTARY-

_____ State _____ County

I, _____, a Notary Public for said County and State, do hereby certify that

_____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____ of 20____.

(Official Seal)

Notary Public Commission expires _____, __20____.