



REQUEST FOR QUALIFICATIONS

FOR

CONSTRUCTION MANAGER AT RISK SERVICES (CMR)

NEW PUBLIC WORKS FACILITY

October 14, 2016

Sealed proposals addressed to Tom Polito, Public Works Director, Town of Harrisburg, P.O. Box 100, Harrisburg, NC 28075, and marked "RESPONSE TO RFQ FOR PUBLIC WORKS FACILITY CONSTRUCTION MANAGER AT RISK SERVICES."

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1 Project Description / Scope of Work

1.1 Public Notice

This Request for Qualifications (RFQ) is issued by the Town of Harrisburg ("Town) to acquire the services of a Construction Manager at Risk ("CMR" and/or "Proposer") for Harrisburg's New Public Works Facility ("Project"). The Guaranteed Maximum Price ("GMP") estimate is \$3.5 million (the "target GMP Range"). The Town is accepting Statements of Qualifications (SOQ) from Proposers whose combination of experience and personnel will provide timely professional services to the Town for this project.

Information related to this solicitation, including any addenda, will be posted to the Town's website at www.harrisburgnc.org. The Proposers' Single Point of Contact for delivery of all communications during the procurement process is:

Tom Polito, Public Works Director
Town of Harrisburg
P.O. Box 100
Harrisburg, NC 28075
Direct: 704-455-0727
Email: tpolito@harrisburgnc.org

1.2 Background

The new Public Works facility will house the Public Works Department and potentially other Town Departments and/or employees. Schematic drawings have been prepared for this new building that includes a one (1) story Administrative and Maintenance facility that totals approximately 20,000 square feet, there will also be a 15,000 square foot equipment, material storage building and a fuel island.

Site design and construction will be required to adequately house vehicles and equipment in the Town's Public Works Department, Maintenance Department, Parks and Recreation Department and any vehicles that are being serviced in the Garage. Lay-down space will be designed and constructed for pipe, rock, sand, mulch, and related materials.

1.3 CMR Project Description

The Town intends to use Construction Manager at Risk delivery for construction of the Public Works Facility. The Town proposes to enter into a contract with the selected CMR firm that will initially include pre-construction services only, with provision for adding Construction services ("Services") through later acceptance of a GMP by subsequent Contract Amendment or second contract.

The Town's objectives in using the CMR delivery method for this Project are twofold:

- First, the Town expects that the design and Project development work prior to construction will benefit greatly from the continual and collaborative involvement of the CMR with both the Town and the Architect during the Pre-construction Phase as the CMR provides constructability reviews, risk identification and mitigation proposal, cost and schedule estimates, and value engineering like suggestions.
- Second, the Town expects that the cost of this Project will be controlled and reduced by using a risk management methodology that calls for risk identification and clear allocation of risks between the Town and the CMR.

The Town has retained the services of a consultant team, led by Milligan Architecture, Inc., to develop a program document to be used as the basis of design. The design phase for this Project has commenced and cover an expected 24-week design schedule.

1.4 Scope of Work Overview

(a) General - The CMR shall provide consulting, scheduling and estimating, and cost control services, and will function as one of the three (3) key team members ("Communications Team"), along with the Town and the Architect's Consulting Team. The CMR will collaborate with all members of the Communications Team in the assembly of logical Work Packages to break the Project into tasks and will manage the Work related to the Project. As part of its duties as a general contractor, the CMR will be responsible for:

- Development of a Guarantee Maximum Price (GMP) to construct the Public Works Facility and related work at several phases during the Pre-construction Phase
- Performing and delivering the Project to the Town within the approved GMP
- Scheduling, estimating, and performing portions of the Work
- Recommending optimal construction phasing and sequences

(b) Pre-construction Phase Services – Pre-construction Phase Services shall include, but are not limited to the following:

- Collaboration with the Town and Architect to develop the Project
- Identification and mitigation of risk through analysis and assessment
- Developing and updating Project schedules
- Developing detailed cost estimates
- Collaboration with Town and Architect in development of Early Work Packages
- Performing constructability review services

(c) Construction Phase Services - Upon execution of an Early Work Amendment or GMP Amendment, the CMR shall provide Construction Phase Services as provided in the Contract Documents, including without limitation:

- Collaborate with the Town and Architect to execute the Project
- Develop and update Project schedules
- Provide reporting and Project management of CMR forces
- Provide construction management services during construction

2 Statement of Qualification Submittals

2.1 Schedule of events

Provided below is the anticipated schedule of events. The Town reserves the right to adjust the schedule and add or remove specific events to meet the unique needs of this Project.

MILESTONE ACTIVITY	DUE DATE
Advertisement of RFQ:	Thursday, October 14, 2016
Deadline for Questions:	October 21, 2016
DUE DATE & TIME FOR STATEMENT OF QUALIFICATIONS	October 27, 2016 at 4:00 PM
Optional Interviews with Shortlisted Firms	November 1-4, 2016 (tentative)
Selection Notification	November 9, 2016 (tentative)
Contract Award	November 14, 2016 (tentative)
Issuance of Notice to Proceed	November 2016 (tentative)

2.2 Statement of Qualification Submission

Statement of Qualifications (SOQ) shall be enclosed in a sealed envelope or package, addressed to the Town of Harrisburg. The name and address of the prospective firm, including RFQ Title, shall be placed on the outside of the package. All items required for a responsive SOQ shall be included. It is the responsibility of the Proposer to ensure that the SOQ package is complete and received at the proper date and time. SOQs received after the due date and time will not be considered.

Submit/Deliver to: Tom Polito, Public Works Director
Town of Harrisburg
P.O. Box 100
Harrisburg, NC 28075

2.3 Interviews

An interview process may be used to clarify the information contained in the SOQ, but not to modify the SOQ. The SOQ evaluation committee may use the interviews to confirm or modify the scoring of the SOQs and to clarify any questions.

2.4 Statement of Qualifications (SOQ) Format

Interested Proposers must submit at least five (5) original SOQs, including all required forms and one (1) CD containing a digital copy of the complete SOQ package in PDF format.

SOQs are limited to a maximum of 20 sheets of paper, printed on two sides (40 numbered pages), excluding required forms and resumes. SOQs should be printed on 8-1/2" x 11" paper; however, pages with organizational charts, matrices, or diagrams may be printed on larger sheets. Type size should be no smaller than 11 points for narrative sections, but may be reduced for captions, footnotes, etc. while maintaining legibility. Non-conforming submissions may be removed from consideration. Please submit packages comprised of materials that are easily recyclable or reusable at the conclusion of the evaluation process.

2.5 Statement of Qualifications Content

These instructions outline the guidelines governing the SOQ and the approach to be used in its development and presentation. The intent of the RFQ is to encourage responses that clearly communicate the Proposer's understanding of the Town's requirements. Only that information which is essential to an understanding and evaluation of the SOQ should be submitted. Items not specifically and explicitly related to the RFQ and Statement of Qualification, e.g. brochures, marketing material, etc. will not be considered in the evaluation.

Failure to submit a Participation Plan for Utilizing Small Business Enterprises will deem the SOQ nonresponsive and remove the SOQ from further consideration.

All SOQs shall address the following items. Chapter headings shall be numbered and labeled as shown **(In this order only)**.

Chapter 1 – Profile on the Proposing Firm

This Chapter shall include a brief description of the Proposer’s firm size as well as the proposed local organizational structure. Include a discussion of the Proposer firm’s financial stability, capacity, resources and bonding capabilities. Include all other firms participating in the SOQ, including similar information about the firms.

In this Chapter describe any unresolved claims or disputes with the Town. Disclose any past or pending judgments. For purposes of this question, the term “Related Entity” means any parent, subsidiary, affiliate or guarantor of the Proposer. For all matters involving the Proposer providing products or services to local, state or federal government, submit declarations of the current status of any past or pending criminal, civil, or administrative litigation against the Proposer or any Related Entity. For all matters involving the Proposer providing products or services to local, state or federal government, in addition, submit declarations of the current status of all pending criminal, civil or administrative litigation that commenced within the past five (5) years in North America, whether or not it involves local governments, against the Proposer or Related Entity. (For the purpose of the declarations, current officer shall be defined to include those individuals who are presently serving or who have served within the past two (2) years as an officer of the company.)

Please state whether there are any cases pending against the Proposer, a Related Entity, officer of either, that, if adversely resolved, would pose a material risk of insolvency to either the Proposer or Guarantor or materially affect the Proposer’s or Guarantor’s ability to perform their obligations.

The respondent may choose not to submit records for matters that were resolved prior to the time that the subsidiary or affiliate became associated with the parent company, as long as that subsidiary or affiliate will not be involved in the provision of Services to the Town. All records for subsidiaries or affiliates of the parent company that may be involved in the provision of Services to the Town must be included.

The Town reserves the right to request additional information to explain any of the above citations/violations.

Chapter 2 – Firm’s Qualifications

This Chapter shall include a brief description of the Proposer’s and if applicable sub-Proposer’s qualifications and previous experience on similar CMR projects. Specifically discuss the following:

Identify projects, currently in progress or completed in the past 5 years:

On Form B, list only projects involving the key team members or subcontractors proposed for this Project. For each project listed, identify the key team member or sub-contractor’s role.

List projects in date order with newest projects listed first and include the following:

Project description

Firm's representative including contact name, phone, email, address

Contract dollar amount and total time period involved

Discuss the methods, approach and controls used on the project in order to complete it in an effective, timely, economical and professional manner

List a maximum of five (5) relevant projects

List all other contracts the firm currently has in place for similar services; include the name and location of the entity and contract duration.

Chapter 3 – Project Approach

This Chapter shall present a well-conceived work plan, specifically your Construction Manager at Risk methodology and approach. Discuss the firm's understanding of the project objectives and describe the proposed project approach to deliver the services in an effective, timely, economical and professional manner. Include a full description of major tasks and subtasks. This section of the SOQ shall establish that the Proposer understands the Town's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the firm's ability to meet the Town's schedule, outlining the approach that would be undertaken in providing the requested services.

Outline the project plans, structure and services to be provided and how and when these services shall be provided. This description should fully and completely demonstrate the Proposer's intended CMR methods for servicing the requirements of all aspects of the Scope of Work set forth herein.

Describe any support needed from Town staff in order to execute the services.

Chapter 4 – Project Staffing

Provide an organization chart of key team members, including any subcontractors, to be assigned specifically to this Project. Identify the Project Manager who will be empowered to make decisions for and act on behalf of the firm. If subcontractors are utilized, indicate if the subcontractor is a certified minority business.

In addition to Form B, firms may provide a resume for each proposed key team member. Resumes will not be counted towards the page limit.

Provide a list of projects citing the proposed key team members' or subcontractors experience working with government entities and list those projects, when possible specifically list Construction Manager at Risk projects. For each project listed, identify the key team member or subcontractor's role (you may duplicate information supplied in Form B).

Discuss successful collaboration by key team members on past projects.

Chapter 5 – Participation Plan for Utilizing Minority Businesses

Refer to Section 4 of this RFQ.

Chapter 7 – Familiarity with Local Conditions, Codes, and permitting offices

Describe your familiarity with local conditions, codes, permitting offices.

Chapter 8 – Required Forms

The following forms shall be provided with this RFQ and shall be completed, signed when necessary, and submitted with each SOQ.

Form A – SOQ Submission – Cover sheet

Form B – Commercial Non-Discrimination Certification

Form C – Small Business Enterprise (SBE) Utilization

Form D – Work Authorization/Certificate

Required Forms will not count in page limits.

2.6 Evaluation Criteria & Process

The Town reserves the sole right to select the most qualified firm(s) deemed to be in the best interest of the Town. Statement of Qualifications will **not** be evaluated unless they address Participation Plan for minority businesses.

Evaluation criteria include, but are not limited to, the following which are listed in relative order of importance:

- Proposer’s relevant past experience in providing CMR or similar services for similar projects;
- Key Team Members’ qualifications and relevant experience
- Experience in Public bidding
- Project understanding, methodology and approach;
- Familiarity with local conditions and codes as evidenced in previous projects;
- References
- Quality, completeness and readability of SOQ package

SOQs will be evaluated based on the firm’s responses to the requirements of this RFQ. Evaluations will focus on relative strengths, weaknesses, deficiencies and risks associated with SOQ. Interviews with firms will be held at the option of the evaluation committee. The Town reserves the right to obtain clarification or additional information with any firm in regards to its SOQ. The Town reserves the right to select a responsive and responsible firm on basis of best overall value that is most advantageous to the Town. Firms who submit SOQs will be notified of the selection results. Final recommendation of any selected firm is subject to the approval of Town Council or Town officials.

2.7 Failure to Comply with Instructions

The Town may choose to exercise the following options for SOQ packages that fail to comply with any requirement of this RFQ: a) assign a low rating; or b) deem the SOQ nonresponsive and remove the SOQ from further consideration.

2.8 Due Date for SOQs

SOQs must be received no later than 4:00 PM Local Time on October 27, 2016 at the place designated for delivery in Section 2.1.

2.9 Modification or Withdrawal of SOQs

Firms may change or withdraw their SOQs at any time prior to the due date by providing written notice to the Contracts Specialist at the address provided in Section 1.1 above. In order to be effective, the intent of the notification must be clear and concise.

Withdrawal of a SOQ will not preclude a Proposer from subsequently submitting a new SOQ, so long as that new SOQ is properly submitted and received by the Town's Contact prior to the SOQ Due Date.

2.10 Negotiations and Modification of Contract Documents

The Town may, at its option, conduct negotiations with the Proposer regarding any remaining issues pertaining to details of Contract performance, methods of construction, timing, assignment of risk in specified areas, the maximum not-to-exceed Pre-construction Costs, reduction in proposed CMR Fee, and other matters that may affect cost or quality, provided that the general Work scope remains the same and that the field of competition does not change as a result of material changes to the requirements stated in the RFQ. The Town will make such modifications to the Contract Documents as it may determine, in the exercise of its sole discretion, to be necessary to fully incorporate the terms of the Proposer's Statement of Qualification, to correct any inconsistencies, ambiguities, or errors that may exist in the Contract Documents, and to clarify Contract terms, including technical requirements and Specifications, if any. If, in the Town's sole discretion, it determines that the highest ranked Proposer is not responsive to the negotiation process, or that the parties will be unable to reach a mutually- acceptable Contract, the Town may terminate negotiations with the Proposer. The Town will then continue the process of negotiation with the next highest-ranked Proposer until the Town either successfully negotiates a Contract or cancels the procurement.

Upon the Town's completion of successful negotiations with the Proposer, the Town will issue Notice of Intent to Award.

If the apparent highest ranked Proposer is not able to execute the CMR Contract within 10 Calendar Days of receipt of the Contract, or such later date as the Town may authorize, Town may enter into negotiations with the next highest ranking Proposer.

If all Statements of Qualifications are rejected, all Proposers will be promptly notified.

3 Representations, Conditions, and Town Requirements

3.1 Communications

With the exception of discussions contemplated during the Evaluation Criteria and Process discussed in Section 2.6 above, all communication of any nature with respect to this RFQ shall be addressed to the Contracts Specialist identified in Section 1.1 of this RFQ. Other than communications with the Public Works Director for this RFQ, firms and their staffs are prohibited from communicating with elected Town officials, Town staff and any evaluation committee member regarding this RFQ or SOQ from the time the RFQ is released until the selection results are publicly announced. These restrictions include “thank you” letters, phone calls, emails, and any contact that results in the direct or indirect discussion of this RFQ and/or the SOQ submitted by the firm/team. Violation of this provision may lead to the removal of the Proposer’s SOQ from consideration.

3.2 Duties and Obligations of Firms in the RFQ Process

Interested firms are expected to fully inform themselves as to all conditions, requirements and specifications of this RFQ before submitting a SOQ. Proposers must perform their own evaluation and due diligence verification of all information and data provided by the Town. The Town makes no representations or warranties regarding any information or data provided by the Town. Proposers are expected to promptly notify the Town in writing to report any ambiguity, inconsistency or error in this RFQ. Failure to notify will constitute a waiver of claim of ambiguity, inconsistency or error.

3.3 Addenda and Question & Answers

In order to clarify or modify any part of this RFQ, addenda may be issued and posted at the Town’s official website listed in **Section 1.1**. Proposers must submit questions or requests for clarification or information in writing to the Public Works Director by the “Due Date for Questions” stated in **Section 2.1 – RFQ Schedule of Events**. Questions and Answers are presented solely for informational purposes and do not change any elements or aspects of the RFQ document.

3.4 No Collusion, Bribery or Conflict of Interest

By responding to this RFQ, the Engineer shall be deemed to have represented and warranted that its SOQ submittal is not made in connection with any competing firm submitting a separate response to this RFQ, and is in all respects fair and without collusion or fraud. Furthermore, the firm certifies that neither it, any of its affiliates or subconsultants, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the Town, or other government official at the state or federal level, in connection with this RFQ.

3.5 Public Records

Upon receipt by the Town, each SOQ becomes the property of the Town and is considered a public record except for material that qualifies as "Trade Secret" information under North Carolina General Statute 66-152 et seq. SOQs will be reviewed by the Town's evaluation committee, as well as other Town staff and members of the general public who submit public record requests after a selection result has been announced to the public. To properly designate material as a trade secret under these circumstances, each firm must take the following precautions: (a) any trade secrets submitted by the firm should be submitted in a separate, sealed envelope marked "Trade Secret – Confidential and Proprietary Information – Do Not Disclose Except for the Purpose of Evaluating this Qualification package," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

In providing a SOQ, each firm agrees that the Town may reveal any trade secret materials contained in such response to all Town staff and Town officials involved in the evaluation process and to any outside firm or other third parties who serve on the evaluation committee or who are hired by the Town to assist in the selection process. Furthermore, each firm agrees to indemnify and hold harmless the Town and each of its officers, employees and agents from all costs, damages and expenses incurred in connection with refusing to disclose any material that the firm has designated as a trade secret. Any firm that designates its entire SOQ as a trade secret may be removed from consideration.

3.6 Cost of SOQ Preparation

The Town accepts no liability for the costs and expenses incurred by Engineers responding to this RFQ, in preparing responses for clarification, in attending interviews, participating in contract development sessions, or in attending meetings and presentations required for the contract approval process. Each Engineer that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that the Proposer cannot make any claims whatsoever for reimbursement from the Town for the costs and expenses associated with the procurement process. The RFQ does not commit the Town to pay for any costs incurred prior to the execution of a final contract.

3.7 Town's Reserved Rights and Options

The Town expects to select one or more Proposers, but reserves the right to request substitutions of any key team member, including staff and subconsultants. The Town reserves the right to contact any Proposer if such is deemed desirable by the Town to obtain any additional information including but not limited to experience, qualifications, abilities, equipment, facilities, and financial standing. The Town reserves the right to conduct investigations with respect to the qualifications and experience of any Proposer.

The Town reserves the right to modify any part of this RFQ by issuing one or more addenda during the RFQ response period. The Town reserves the right to reject any or all responses to the RFQ, to advertise for new RFQ responses, or to accept any RFQ response, in whole or part, deemed to be in the best interest of the Town. The Town reserves the right to waive technicalities and informalities.

This RFQ does not constitute an offer by the Town. A response to this RFQ shall not be construed as a contract, nor indicate a commitment of any kind. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the Town unless the Town and the Proposer execute a contract. The Town may select the Proposer to engage in further discussions. The commencement of such discussions, however, does not signify a commitment by the Town to execute a contract or to continue discussions. The Town can terminate discussions at any time and for any reason. No recommendations or conclusions from this RFQ process concerning the Proposer shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.

3.8 Vendor Registration with Town of Harrisburg

All successful firms and their first-tier subconsultants and suppliers must be registered in the Town's Vendor Registration System in order to receive payment for services and/or supplies provided under any Town contract.

3.9 Financial Capacity; Insurance Requirements

Successful firms must have the financial capacity to undertake the work and assume associated liability. The successful firm will be required to furnish proof of insurance coverage in the minimum amounts specified below:

- Professional liability insurance coverage in the minimum amount of \$1,000,000;
- Automobile liability in the minimum amount of \$1,000,000;
- Commercial general liability in the minimum amount of \$1,000,000; and
- Workers' compensation insurance as required by North Carolina statutes.

3.10 Registration with Secretary of State for North Carolina

Any firm wishing to be considered for the Services must be properly registered with the Office of the Secretary of State at the time of submission of the SOQ. The firm(s) selected under this RFQ will be responsible for providing all professional, technical, managerial, and administrative staff with the appropriate skills and qualifications to perform the required Services. The engineers in responsible charge of the work must be Registered Professional Engineers in the State of North Carolina and must have good ethical and professional standing.

3.11 Ownership of Work Products

The Town shall have exclusive ownership of all intellectual property rights in all designs, plans and specifications, documents and other work product prepared by, for, or under the direction of the Proposer pursuant to any contract under this RFQ (collectively, the "Design Work"), including without limitation the right to copy, use, disclose, distribute, and make derivations of the Design Work for any purpose or to assign such rights to any third party. The Design Work shall be prepared in the Town's name and shall be the sole and exclusive property of the Town, whether or not the work contemplated therein is performed. The Town will grant the Proposer a royalty-free, non-exclusive license to use and copy the Design Work to the extent necessary to perform the contract.

3.12 No Lobbying

The Proposer certifies that it has not and will not pay any person or organization to influence or attempt to influence an officer or employee of the Town or the State of North Carolina in connection with obtaining a contract under this RFQ.

3.13 Compliance with Anti-Discrimination and Equal Opportunity Laws and Regulations

Proposers must comply with all applicable anti-discrimination and equal opportunity statutes, regulations, and Executive Orders.

4 Outreach Plan for Recruitment and Selection of Minority Businesses

In 2013, Harrisburg Town Council adopted an outreach plan and guidelines for recruitment and selection of minority businesses for participation in the Town of Harrisburg building construction or repair contracts. These guidelines establish goals for minority participation in construction manager at risk contracting method on all Town of Harrisburg building construction or repair projects in the amount of \$300,000 or more. The Town has a current verifiable goal of 10% for minority participation for building construction and repair projects. This outreach plan is posted at www.harrisburgnc.org.

FORM A – STATEMENT OF QUALIFICATIONS

Construction Manager at Risk Services For Harrisburg Public Works Facility

Company Full Legal Name:	
Contact Person for RFQ Process:	
Address:	
Town/State/Zip:	
Telephone Number:	
Email Address:	
NC Engineering Firm License Number and Expiration Date:	
<p>The person executing the SOQ, on behalf of the Company, being duly sworn, solemnly swears (or affirms) that neither he/she, nor any official, agent or employee of the Company has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of full and open competition in connection with any SOQ or contract, that the Company has not been convicted of violating North Carolina General Statute 133-24 within the last three years, and that the Company intends to do the work with its own bona fide employees or subcontractors and is not proposing for the benefit of another company.</p> <p>Submission of a response to this RFQ constitutes certification that the Company and all proposed team members are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Project by any State or Federal department or Town. Submission is also agreement that the Town will be notified of any change in this status.</p> <p>NC General Statute 133-32 and Town Policy prohibit any gift from anyone with a contract with the Town, or from any person seeking to do business with the Town. By execution of this SOQ, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.</p> <p>The information contained in this qualification package, including its forms and other documents, delivered or to be delivered to the Town, is true, accurate, and complete. This qualification package includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Town as to any material facts.</p>	
Represented and Warranted By (Signature):	
Printed Name and Title:	
Date Signed:	

FORM B – COMMERCIAL NON-DISCRIMINATION CERTIFICATION

Project:	Construction Manager at Risk Services for Harrisburg Public Works Facility
Project Number:	2017-6000-015
Proposer:	

The undersigned Proposer hereby certifies and agrees that the following information is correct:

1. In preparing its qualification package, the Proposer has considered all SOQs submitted from qualified, potential sub-consultants and suppliers and has not engaged in discrimination as defined in Section 2 below.
2. For purposes of this section, *discrimination* means discrimination in the solicitation, selection, or treatment of any sub-consultant, vendor, supplier or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, disability or other unlawful form of discrimination. Without limiting the foregoing, *discrimination* also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other remedies that the Town may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the Town to reject the qualification package submitted with this certification and terminate any contract awarded based on such qualification package.
4. As a condition of contracting with the Town, the Proposer agrees to promptly provide to the Town all information and documentation that may be requested by the Town from time to time regarding the solicitation and selection of sub-consultants and suppliers. Failure to maintain or failure to provide such information shall constitute grounds for the Town to reject the qualification package and to terminate any contract awarded on such qualification package.
5. As part of its qualification package, the Proposer shall provide to the Town a list of all instances within the past ten years where a complaint was filed or pending against the Proposer in a legal or administrative proceeding alleging that the Proposer discriminated against its sub-consultants, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

By: _____
Signature of Authorized Official

Title: _____

FORM C – E-VERIFY CERTIFICATION

Project: Public Works Facility

Name of Company (Bidder): _____

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

**AFFIDAVIT of COMPLIANCE
with N.C. E-Verify Statutes**

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

1. Employer has submitted a bid for contract or desire to enter into a contract with the Town of Harrisburg;
2. Employer understands that "E-Verify" means 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.
3. _____ Employer employs 25 or more employees in the State of North Carolina, and is in compliance with the provisions of N.C. General Statute §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.
_____ Employer employs fewer than 25 employees and is therefore not subject to the provisions of N.C. General Statute §64-26.
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. General Statute §64-26.
5. Employer shall keep the Town of Harrisburg informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

This the _____ day of _____, 20____.

Affiant

STATE OF NORTH CAROLINA
COUNTY OF _____

Sworn to and subscribed before me, this the _____ day of _____, 20____.

Notary Public

[OFFICIAL SEAL]

My Commission Expires: _____