



Finance
Purchasing Division
305 Chestnut Street
PO Box 1810
Wilmington, NC 28402-1810



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wilmingtonnc.gov
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February 1, 2012

**RE: Hannah Block Historic USO/Community Arts Center - Facility Management Services
RFQ No. S12-0212**

To whom it may concern:

The above referenced and enclosed Request for Qualifications (RFQ) will provide your organization with sufficient information to enable you to prepare and submit a proposal for services related to the operation of the Hannah Block Historic USO/Community Arts Center located at 120 2nd Street (at the corner of 2nd and Orange streets).

The RFQ includes a preliminary scope of services and general terms and conditions. The scope of services, as defined herein, may be modified after final selection of the management organization. The general terms and conditions are part of any submitted proposal and will be incorporated into any subsequent contract. Submission of a statement shall constitute acceptance of these terms and conditions. Conditional responses may be rejected and the City reserves the right to refuse any and all proposals.

In order for your proposal to be considered responsive, it must include: 1) a list of key competent personnel assigned to the project along with resumes including percentage of work to be completed by MBE/DBE contractor; 2) a brief description of your organization, past record of accomplishments, performance, its leadership, size, years of existence, and a list of references; 3) organization's relevant experience and past record of event planning and handling logistics; 4) the availability of adequate personnel, 5) a statement illustrating your organization's general understanding of the management contract as well as specifically addressing the items listed in the Scope of Services; 6) demonstrate use of center by management contractor will not conflict with other potential users; 8) the annual management fee (not to exceed \$53,700) to be requested of the City; fee to remain consistent for the first three years of the contract; 7) a representative budget for the management operation of the facility including personnel and operating costs; 9) a general policy/mission statement indicating priority of use and days/hours of operation, and any other information which may be helpful to the committee evaluating the proposal. 10) a complete list of user/rental fees that will be charged; 11) a marketing plan that demonstrates experience marketing and communicating events/programs effectively throughout the city for both the center itself as well as the classes/programs offered; 12) a clear and concise response stating why you feel that you are the most qualified firm to perform this work, and any other information which may be helpful to the Committee evaluating the proposal. The final fee for services listed herein will be negotiated with the selected organization.

A committee selected by the City will review the proposals and determine the most qualified organizations for an interview. Criteria to be used in evaluating the submittal include: past performance; established capability to manage effectively; ability and experience of key professional personnel; adequacy and availability of staff; and overall management style. After the most qualified organization is

determined by the City, the staff, if necessary, will develop a final scope of work and negotiate the fee. If for any reason the City and the selected organization cannot agree on the scope and the fee, the City will enter into negotiations with the next most qualified organization.

Six (6) copies of your qualifications statement must be submitted to the Purchasing Manager, P. O. Box 1810, **305 Chestnut Street**, 5th Floor, Wilmington, N.C. 28402 no later than 3:00 p.m., March 15, 2012 in order for it to be considered.

Questions concerning the scope of work should be addressed to Kimberly Adams, Downtown Services Specialist, (910) 254-0907.

Questions concerning the proposed contract terms and conditions should be addressed to my office.

Sincerely,

Daryle Parker
Purchasing Manager

cc: Steve Harrell, Director of Community Services
Kimberly Adams, Downtown Services Specialist Community Services

COUNTY OF NEW HANOVER

AGREEMENT BETWEEN
THE CITY OF WILMINGTON, NORTH CAROLINA
AND

THIS AGREEMENT, made this the ____ day of _____, 2012, by and between the CITY OF WILMINGTON, NORTH CAROLINA (hereinafter called "CITY"), a municipal Corporation located in New Hanover County, North Carolina; and 1. a corporation organized under the laws of the State of _____; 2. a non-profit corporation organized under the laws of the State of _____;(hereinafter called "CONTRACTOR").

W I T N E S S E T H:

Scope of Services-

HANNAH BLOCK HISTORIC USO/COMMUNITY ARTS CENTER MANAGEMENT

General:

The City of Wilmington is seeking an organization to manage the Hannah Block Historic USO/Community Arts Center, located at 120 South 2nd St in downtown Wilmington, NC. The managing organization will be responsible for the facility including:

- Monthly meeting with City appointed advisory board
- Effective management of City-owned equipment
- Understand and appreciate the building's history since December 1941
- Janitorial needs; supplies and services
- Advise City of necessary building maintenance or mechanical issues
- Solicit instructors and Offer basic art education programs for the City
- Provide a monthly report on use and finance reports to include a balance sheet and income statement
- Scheduling a wide variety of user groups ranging from theater groups, arts programs, film activities and classes in the fine arts
- Conduct continuing close liaison with the WWII Wilmington Home Front Heritage Coalition and City staff to monitor and preserve the building's historical significance and lobby-area home front museum
- Provide logistic support in scheduling history events and exhibits.
- Demonstrate use of center by contractor will not conflict with other potential users
- Hold a summer arts camp for children
- Act as the liaison with the visual arts community and City staff to implement and monitor the building's Community Art Gallery in conjunction with the home front museum
- Provide logistic support in scheduling art exhibits.
- Market and advertise classes and the center
- Purchase equipment needed for successful management of the center (outlined in finance report)
- Schedule an annual July 4th celebration (open house, dance, exhibit, etc) (City affiliated organizations will take precedence in the case of planning a July 4th event)

The City of Wilmington expects the Hannah Block Historic USO/Community Arts Center, a city owned facility to be used by various groups and populations representative of its citizens. Therefore, the City has established the following performance measurements:

Performance Measurements

- Host a number of workshops and classes quarterly
- Partner with regional school districts to create student and teacher workshops
- Facilitate Partnerships with youth organizations and CAC Class Instructors
- Work with the Orange Street Pottery Arts Studio to utilize classroom to a higher degree

Management and Operations Plan

- Provide a written description of the plan for Management and Operation of the facility and a strategy for achieving the specific tasks and goals as set forth in the RFQ
- Provide a staffing plan for the Hannah Block Historic USO/Community Arts Center. This plan should also include your outreach strategy for encouraging participation of minorities.
- Describe any proposed marketing activities related to promoting the facility including interaction with regional school districts.
- Describe how you would propose to interface with the City appointed Advisory Board to assure that the public and City remains actively involved in the operations and management of the facility.
- Describe how you would propose to contract for rental of space within the facility.
- Describe the percentage of space that would be used by the contractor, to include office space as well as performance space.

Scope of Services

- Preparation of an annual operating budget for the facility in the format requested by the purchasing office and on a schedule acceptable to the City.
- Reporting must include the preparation of monthly reports regarding the use and operation of the facility
- Show marketing strategy for renting space to community groups, corporations and not-for-profit organizations.

History:

In late 1941, AR Abrams Company of Atlanta commissioned the Wilmington USO Building currently known as the Hannah Block Historic USO/Community Arts Center. The facility was designed to “serve the religious, spiritual, welfare, educational, and social needs in the armed forces and defense industries...and in general to contribute to the morale of the defense forces and the communities in which they are based.”

In 1946, the City Council purchased the structure for use as a community recreation center. The center was used for many community programs. By 1960, these activities shifted from recreation to fine and performing arts programs. The building was in-turn renamed the Community Arts Center in October of 1973 and has been used to house art and dance classes, lectures and theatrical performances since that time.

In 1994, management of the facility was leased to an outside agency (Thalian Association). The Community Arts Center Accord was formed from client groups and local stakeholders in 1997 to chart the course for future renovation and expansion. Over fifty different profit and non-profit organizations currently use the center, the majority in the fine and performing arts.

Building:

The Hannah Block Historic USO/Community Arts Center building is located at South 2nd and Orange streets and reopened its doors in June with the official building rededication on July 3, 2008. The facility underwent major renovations to restore the building to its original splendor and is now 14,000 square feet. The first floor lobby is a dedicated historic USO and World War II memorial (mini-museum) as well as a functioning reception space and a pilot Community Art Gallery. There are two small conference rooms, a small kitchen, two offices used by the current contractors, a restroom, and a 150-seat professional auditorium. The basement is used as a visual arts classroom and/or rehearsal space, and houses a pottery studio with a drying and glazing room.

Term of Contract

The term of this contract will be for a period of three (3) years.

Release and Indemnity

To the fullest extent permitted by law, CONTRACTOR shall release, indemnify, keep and save harmless the CITY, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the CITY or third persons, and to all property proximately caused by the negligent performance or nonperformance by CONTRACTOR (or by any person acting for the CONTRACTOR or for whom the CONTRACTOR is responsible). The CONTRACTOR expressly understands and agrees that any performance bond or insurance protection required by this agreement, or otherwise provided by the CONTRACTOR, shall in no way limit the CONTRACTOR's responsibility to release, indemnify, keep and save harmless and defend the CITY as herein provided. The intention of the parties is to apply and construe broadly in favor of the CITY the foregoing provisions subject to the limitations, if any, set forth in N.C.G.S. 22B-1.

Personnel

It is mutually agreed that CONTRACTOR is an independent CONTRACTOR and not an agent of the CITY, and as such the CONTRACTOR shall not be entitled to any CITY employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

Conflict Of Interest

No paid employee of the CITY shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this agreement.

Non-Waiver of Rights

It is agreed that the CITY'S failure to insist upon the strict performance of any provision of this agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this agreement.

Suspension or Termination Of Agreement

1. In the event that review of the CONTRACTOR'S performance shows non-conformance to the work required by this contract, the Scope of Services or other terms or conditions contained herein as a result of the CONTRACTOR'S negligent errors, omissions or acts, the CONTRACTOR shall be in breach

of this agreement and the CITY may take corrective action as it deems necessary including, but not limited to, termination, withholding or reduction of payment.

2. The CITY shall also have the right to suspend this agreement upon written notice to the CONTRACTOR. Such written notice shall state the reasons for suspension and allow for a review period of ten (10) days during which the CONTRACTOR shall be provided with an opportunity to respond with an explanation or justification, and/or shall undertake any reasonable remedial action required by the CITY. If, in the opinion of the CITY the CONTRACTOR remains in violation of this agreement at the completion of the ten (10) day suspension period, the CITY shall have the right to terminate this agreement whereupon all obligations of the CITY to the CONTRACTOR shall cease.

3. In the event this project is terminated prior to completion of the services by the CONTRACTOR, the CONTRACTOR shall be paid for services performed to the date of termination. (In no event will the amount due CONTRACTOR in the event of termination exceed that amount set forth in paragraph _____ of this agreement. CONTRACTOR shall be paid for all reimbursables, as defined herein, which are due him.)

4. This agreement may be terminated without cause by either party with thirty (30) days written notice.

5. Nothing contained herein shall prevent the CITY from pursuing any other remedy which it may have against CONTRACTOR including claims for damages.

Assignment of Agreement

It is mutually agreed by the parties hereto that this agreement is not transferable by either party without the written consent of the other party to this agreement.

Insurance Requirements

The amount of insurance to be provided for all coverages listed under this section shall be not less than \$1,000,000.00, unless otherwise specified, per occurrence for claims arising from bodily injury and/or property damage, including accidental death which may arise directly or indirectly from CONTRACTOR'S performance of professional services under this contract. The CONTRACTOR shall be responsible for any liability directly or indirectly arising out of professional services performed under this contract by a subcontractor which liability is not covered by the subcontractor's insurance.

1. The CONTRACTOR shall maintain during the life of this contract WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE covering all of the CONTRACTOR'S employees to be engaged in the work under this contract, providing the required statutory benefits under North Carolina Workers Compensation Law, and Employers Liability Insurance providing limits at least in the amount of \$500,000/500,000/500,000 applicable to claims due to bodily injury by accident or disease. Whenever work under this contract includes exposure to claims under the U. S. Longshoremen's and Harborworker's Act, such coverage shall be provided by appropriate endorsement to this policy.

2. The CONTRACTOR shall take out and maintain during the life of this contract COMMERCIAL GENERAL LIABILITY INSURANCE, including coverage for INDEPENDENT CONTRACTOR OPERATIONS, CONTRACTUAL LIABILITY assumed under the provisions of this contract, and BROAD FORM PROPERTY DAMAGE LIABILITY insurance coverage. Exclusions applicable to explosion, collapse and underground hazards are to be deleted when the work to be performed involves these exposures. The CITY shall be named as an additional insured under this policy. Unless otherwise specified, this coverage shall be written providing liability limits at least in the amount of \$1,000,000, Combined Single Limits, applicable to claims due to bodily injury and/or property damage arising from an occurrence.

3. The CONTRACTOR shall take out and maintain during the life of this agreement AUTOMOBILE LIABILITY INSURANCE. Such coverage shall be written on a comprehensive form covering owned, non-owned and leased vehicles. The CONTRACTOR shall furnish the schedule of insurance carried under this contract in the form of a Certificate of Insurance attested by the insurance carrier or appointed agent, indicating the type, amount, class of operations covered, effective date and expiration date of all policies. This Certificate shall be in six (6) counterparts and when the contract is signed by the CONTRACTOR, a copy thereof shall be inserted in each copy of the contract documents and upon insertion shall become a part of such documents. The insurance carrier or its agent shall also certify on these documents that it will notify the CITY by registered mail at least twenty (20) days prior to any cancellation or non-renewal of these coverages.

Findings Confidential

All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the CONTRACTOR under this agreement are the property of the CITY. The CONTRACTOR agrees that any such documents shall not be made available to any individual or organization other than appropriate CITY officials without prior written approval of the CITY. Nothing contained in this paragraph shall be construed to prevent the CONTRACTOR from making information, reports and documents available to those individuals or firms directly concerned with the project involved with prior written agreement of the CITY.

Subcontracts

The CONTRACTOR shall utilize no subcontracts for carrying out the services to be performed under this agreement without the written approval of the CITY.

Entire Agreement

This agreement constitutes the entire understanding of the parties.

Binding Effect

This agreement shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent CONTRACTORS, and sub consultants of the parties.

Continuing Obligation

The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the agreement.

Reference

Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the agreement.

Interpretation

All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard.

Preaudit

This contract has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act as evidenced by City Purchase Order No. _____ which is incorporated as if fully set out.

Minority Business Enterprise (MBE)

The CITY desires that minority business enterprises have the maximum opportunity to participate in the performance of this contract and will:

1. Promote affirmatively (where feasible) in accordance with North Carolina General Statute 143-129, together with all other applicable laws, statutes and constitutional provisions) the procurement of goods, services in connection with construction projects for minority owned business enterprises.
2. Insure that competitive and equitable bidding opportunities are followed to afford minority business enterprises participation. Strive to obtain contract and subcontract awards to minority business enterprises.
3. Identify and communicate to the minority business enterprises community procedures and contract requirements necessary for procurement of goods and services for construction projects and subcontracts.
4. Provide technical assistance as needed.
5. Promulgate and enforce contractual requirements that the general CONTRACTOR or all construction projects shall exercise all necessary and reasonable steps to insure that minority business enterprises participate in the work required in such construction contracts.

The CONTRACTOR shall insure that minority business enterprises have the maximum opportunity to compete for and perform portions of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. The CONTRACTOR shall include this special provision, Minority Business Enterprise (MBE), in all subcontracts for this contract. Failure on the part of the CONTRACTOR to carry out the requirements set forth in this special provision may constitute a breach of contract and after proper notification may result in termination of the contract or other appropriate remedy.

A minority business enterprise is defined as a business, with at least fifty (51%) percent owned and controlled by minority group members. The minority ownership must exercise actual day-to-day management. Minority group members may consist of Black Americans (an individual of the Black race of African origin), Hispanic Americans (an individual of a Spanish speaking culture and origin at parentage), Asian Americans (an individual of a culture, origin or parentage traceable to the areas of the Far East, Southeast Asia, the Indian subcontinent and the Pacific Islands), Indian Americans (an individual who is an enrolled member of a Federally recognized Indian tribe, or recognized by the tribe as being an Indian, as evidenced by a certification of a tribal leader), American Aleuts or any recognized minority group approved by the CITY.

A Woman Business Enterprise is a business with at least fifty (51%) percent owned and controlled by women who exercise actual day-to-day management.

The CONTRACTOR shall exercise all necessary and reasonable steps to insure that Minority Business Enterprises and Woman Business Enterprises participate in the work required in this contract. The CONTRACTOR agrees by executing this contract that he will exercise all necessary and reasonable steps to insure that this special provision contained herein on Minority Business Enterprise is complied with.

Immunity Not Waived

This agreement is governmental in nature for the benefit of the public and is not intended to be for private profit or gain. Any fees charged hereunder are intended to reflect as closely as possible the CITY'S actual cost and neither party intends to waive its sovereign immunity by reason of this agreement.

Saving Clause

If any section, subsection, paragraph, sentence, clause, phrase or portion of this agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

Other Laws And Regulations

CONTRACTOR will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances regarding toxic, hazardous and solid wastes and any other pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls.

CONTRACTOR will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Management, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder.

Amendments

This agreement shall not be modified or otherwise amended except in writing signed by the parties.

Non-Discrimination

CONTRACTOR will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability or national origin. To the extent applicable, CONTRACTOR will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at CITY'S option, in a termination or suspension of this agreement in whole or in part.

IN WITNESS WHEREOF, the CITY has caused this agreement to be duly executed in its name and behalf and the CONTRACTOR has caused this agreement to be duly executed in its name and behalf and its corporate seal to be hereunto affixed, and attested to.

CITY OF WILMINGTON, NORTH CAROLINA

BY: _____
Sterling B. Cheatham, City Manager

WITNESS:

Daryle L. Parker, Purchasing Manager

APPROVED AS TO FORM:

William E. Wolak, Interim City Attorney

FINANCE OFFICER'S CERTIFICATION STATEMENT

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act this the ____ day of _____, 2012.

Debra H. Mack, Finance Officer

Project Number: _____ (if applicable)

Account Number: _____

Amount of Contract: _____

PO # _____

Federal ID Number: 56-6000239

By: _____
President/Vice President

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public, certify that
_____, personally came before me this day and acknowledged that
he (she) is President of _____, a corporation, and that by authority
duly given and as the act of the corporation, he(she)executed the foregoing instrument on behalf of the
corporation.

Witness my hand and official seal, this the ____ day of _____, 2012.

My Commission Expires: _____

Notary Public