

**Request for Qualifications  
Architectural Design Services  
Porter Jr. Hi.  
Monday, July 31<sup>st</sup>, 2023**

**Issued by  
ComCap Partners**

**Response Deadline  
Monday, August 14<sup>th</sup>, 2023**

## **Introduction**

The Porter Jr. Hi development is a critical neighborhood investment in the greater South City Choice Initiative. The vision for South City is to create a vibrant and sustainable community with neighborhood amenities including quality housing, educational opportunities, health resources, fresh food options and economic development opportunities.

The South City Choice Neighborhoods Initiative (CNI) is the comprehensive redevelopment of the former Foote Homes public housing site and surrounding area. The initiative has three key areas: housing, people and neighborhood. The housing consists of a newly developed residential community, Foote Park at South City, and will include 712 mixed-income housing units. The people initiative includes ongoing case management and supportive services for former Foote Homes residents.

The housing will be supported by new infrastructure and neighborhood investments, including the renovation of the former MLK Transition Academy into Porter Jr Hi., a mixed-use community space anchored by the South City Early Childhood Education Center (ECEC).

Porter Jr. Hi. will be developed in multiple phases. The first phase is the South City ECEC. The ECEC is scheduled to be completed by Summer 2025. The purpose of this request for qualifications (RFQ) is for architectural firms to provide architectural and engineering services for the subsequent phases. ComCap partners is working on behalf of the Development Team to identify qualified firms to work on the various projects cited in this RFP.

## **About the Development**

Porter Jr. Hi will be developed into a community hub that offers amenities for the neighborhood and space for commercial, office and residential tenants. The main goals of this project are to provide critical services and resources for residents and the greater Memphis community and stimulate economic activity in the neighborhood. The Porter Jr. Hi. development will include tenants and programming that complement the South City ECEC (comprised of the first and second phases of development). Phase II is the parking lot for the entire development that will be completed in conjunction with the ECEC. See attached building site plan for more detail.

Phases III and IV of the Porter Junior Hi will include a three-story mixed-use building and the South City Museum and Cultural Center respectively. The primary tenant on the ground floor will be the Girls' Inc of Memphis – South City Campus. The center will provide young girls ages 6-18 with sustained programming and development. The remainder of the first floor will also include potential retail spaces.

The second and third floors of the mixed-use building will be apartments catered to a hybrid work from home model, which will include a resident only community workspace outfitted with amenities such as a coffee/snack bar, and a printing station.

The development of Phase IV, the South City Museum and Culture Center will lag the rest of the project. This phase will celebrate the accomplishments, achievements, and history of South Memphis and the surrounding communities. The project will benefit the community by embracing the neighborhood's history and promoting neighborhood pride, and provide economic, cultural, and educational opportunities for the neighborhood and greater community. The scope for this phase is to be determined, but it is likely that the engaged firm will focus on the building exterior/shell and the site plan. A museum design firm will be engaged for the interior and exhibit design.

### **Site Details**

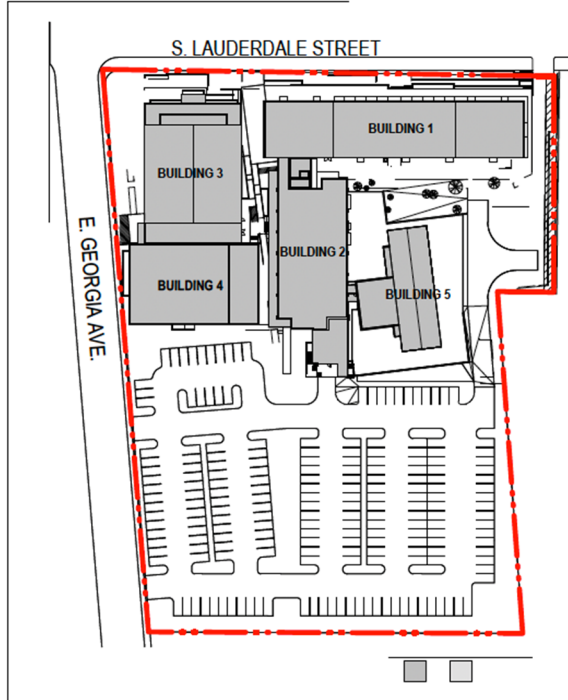
MLK Transitional School property is located at 620 S. Lauderdale. The MLK Transitional School consists of a single three-story structure (approximately 42,000 square feet) and two separate gymnasiums (approximately 34,000 square feet). Please note that these buildings are technically separate but are connected through a breezeway. Potential uses for this site include but are not limited to office or commercial space, community space or housing, and the museum. The site plan below shows the four phases for the redevelopment of the site and existing structures.

- Phase 1 includes parking and certain site improvements.
- Phase 2 is a new construction project that will be the site for the Porter Leath Early Childhood Education Center and will involve the renovation of building 2 (shown in the site plan below). (Work for phases 1 and 2 are outside the scope of this RFQ)
- Phase 3 will be a mixed-use commercial/residential redevelopment of a former classroom structure.
- Phase 4 will include space for a new community history museum and multi-functional spaces for community, educational, and cultural activities.

## Porter Jr. Hi. Site Plan



SITE PLAN



### Phase 3: Mixed-Use

#### **First Floor (Prospective Uses)**

- Girls Inc. of Memphis (approximately 5,000 SF),
- South City Museum Administrative Offices
- South City Museum Gift and Coffee Shop or other retail
- Non-profit Office Space

#### **Second Floor**

- Live/Work Residential – Apartments (12 or more 1 BR/Lofts with built-in desk/workspace) & Resident Only Community Workspace (cubicles, small conference/telephone room(s), coffee/snack bar, printer station)

#### **Third Floor**

- Apartments (12 or more 1 BR/Lofts with built-in desk/workspace)

#### **Phase 4: South City Museum and Cultural Center**

- Building 3 – Boys' gym (approximately 13,700 SF)

- Building 4 – Girls’ gym
  - 1<sup>st</sup> floor (approximately 11,000 SF)
  - Basement (preliminary storage use, TBD, approximately 9,800 SF)
- Seeking registry on the National Register of Historic Places.

**Submittal Requirements**

All responses received as a result of this request will be reviewed by representatives from the Development Team.

- Cover letter with overview of submittals
- Overview of the firm, its history and the focus of its work
- Key team members for this project and project profiles of recent work
- Statement of qualifications and experience, with an emphasis on:
  - Demonstration of creative design capabilities.
  - Experience with urban and infill development.
  - Experience with the adaptive reuse of existing structures.
  - Experience with commercial and mixed-use development.
  - Experience with retail development.
  - Experience with the planned development and rezoning approval processes.
  - Experience with projects financed with Federal funds and other federal incentives (low income housing, new markets, and historic tax credits).
  - Experience with museum development
  - Commitment to maximizing minority firm participation.
  - Proven historic preservation expertise.

**Timeline and Due Date**

- |                      |  |
|----------------------|--|
| • RFP issued         | Monday, July 31 <sup>st</sup> , 2023   |
| • Qualifications Due | Friday, August 14 <sup>th</sup> , 2023 |
| • Final Selection    | Friday, August 28 <sup>th</sup> , 2023 |

Final qualifications are due by 5:00pm CDT on or before Friday, August 28<sup>th</sup>, 2023. Please submit proposals to:

Alan Willis  
alanwillis@comcap-partners.com

**Selection Process**

ComCap Partners will review qualifications with members of the Development Team. The Development Team will review the qualifications and reserve the right to interview selected firms if chosen.

**Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

**Respondents to the RFQ should be aware of the following compliance requirements associated with this project.**

**§ 200.318 General procurement standards.**

(a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in [§§ 200.317](#) through [200.327](#).

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c) (1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also [§ 200.214](#).

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)

(1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high

degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to



pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See [§ 200.323](#).

(K) See [§ 200.216](#).

(L) See [§ 200.322](#).