

GREENVILLE UTILITIES COMMISSION
Greenville, North Carolina

REQUEST FOR QUALIFICATIONS

Environmental & Geotechnical Services

A. SCOPE OF SOLICITATION AND TECHNICAL INFORMATION

The Greenville Utilities Commission (GUC) invites the submittal of Statements of Qualifications (SOQ) from firms offering environmental site assessments, investigations, remediation, planning, regulatory compliance, geotechnical and permitting services.

1.0 GENERAL

1.1 Scope

The purpose of this solicitation is to receive SOQs from qualified environmental science firms to perform services including but not limited to;

- Phase 1 environmental site assessments,
- Phase 2 environmental investigations to include investigation using borings, wells, probes, vapor analyses, and geophysical analysis,
- Soil and groundwater analysis and remediation including corrective action plans, remedial systems, construction, and O&M,
- Brownfields program management including all analysis, writing, reporting, planning, controls and corrective actions development, other areas of support,
- Asbestos and Lead assessment and management,
- Other environmental and geotechnical services or testing not listed above.

The purpose of this solicitation is to identify and rank a list of qualified environmental service providers to expediently facilitate the assignment of jobs and projects as the need arises. Selection will be based on Qualifications, Availability and Cost.

B. SOLICITATION INFORMATION

1.0 PROPOSAL PACKAGE

To be considered, please provide in the following format:

1.1 Firm Information

- a. Business Structure (Corporation, Joint Venture, Partnership).
- b. Current statement of financial solvency.
- c. History of the Firm, including number of years it has been in business, present ownership, and key management individuals. Describe any anticipated or existing changes in overall corporate management ownership.

- d. Pending litigation that may have a material impact to the Firm's financial standing and/or the Firm's performance on this project, and major disputes, contract defaults, and liens in the last 5 years.

1.2 Firm Experience

Briefly describe the Firm's related experience including projects completed with scopes like the needed services being advertised. Helpful information includes;

- a. Name and location of the project,
- b. Owner's name,
- c. General description of the project,
- d. Time to complete
- e. Firm's role in the project
- f. Owner's contact name, phone number, and e-mail address.

1.3 Project Teams

Teams shall consist of members with demonstrated knowledge of the associated service being requested. Helpful information includes;

- a. Name and title,
- b. Past project roles,
- c. Experience (type of projects, specific project involvement, etc.), and
- d. Other qualifications.

1.4 Job Approach

Please describe your Firm's approach, including Sub-consultant(s) input, to meet or exceed the proposed services defined as the Project Scope. Where possible, please identify the individual key staff members to be assigned to each segment. Firms are encouraged to provide a description of innovative concepts proposed to enhance value, quality, control cost and schedule of this Project.

1.5 Schedule, Deliverables, Cost

GUC anticipates each job or project to include a scope and a general or specific schedule. Scope, schedules, and job costs for requested services are to be submitted upon request within a reasonable time agreed to by the parties.

1.6 Quality of Service

Testimonials: The Firm may include no more than three one page letters from clients that it has worked with on previous projects. The Firm may also include a list of other client references with owner name and contact information.

2.0 EVALUATION CRITERIA

SOQs will be evaluated using criteria as listed below in order of relative importance:

- a. List of services offered by firm.

- b. Professional qualifications of staff.
- c. Firm's experience with similar types of projects.
- d. Approach to projects/jobs.
- e. Demonstrated ability to meet time and budget requirements.
- f. Locality.
- g. References.

3.0 **INSURANCE REQUIREMENTS**

GUC shall be named as additional insured for its interest on all policies of insurance except Worker's Compensation as regards ongoing operations, products, and completed operations and this shall be noted on the face of the Certificate of Insurance.

Certificates for all such policies shall be provided by the Firm's insurance agent or broker to GUC within (fifteen) 15 working days from the date of award. Firm will provide GUC a minimum of 30 days advance notice in the event of the insurance policies or insurance policy is canceled. Sub-consultants approved by GUC to perform work on this project are subject to all of the requirements in this section. Firm agrees to maintain and keep in force during the life of the design engagement, with a company or companies authorized to do business in North Carolina for the following insurance policies:

Workers' Compensation – The Provider shall provide and maintain Workers' Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$1,000,000 each accident, covering all Provider's employees who are engaged in any work under the contract. If any work is sublet, the Provider shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.

General Liability – Commercial Liability Coverage written on an "occurrence" basis in the minimum amount of \$1,000,000 per occurrence.

Automobile – Automobile Liability Insurance, to include coverage for all owned, hired, and non-owned vehicles used in connection with the contract with a minimum combined single limit of \$1,000,000 per accident.

Umbrella Liability - \$1,000,000.00 Per Occurrence Over Primary Insurance.

Errors and Omissions Liability - \$2,000,000.00

4.0 **SUBMITTALS and INQUIRIES**

SOQ packages should be no more than FIFTEEN (15) pages in length. Firm marketing documents may be submitted in lieu of other packet information and will be subject to evaluation of all criteria described above. Cover letters are optional but should be no longer than two (2) pages, signed by an authorized representative of the firm. A table of contents should follow the cover letter. Pages shall be 8.5" x 11" with the exception of charts, photos, and exhibits which may utilize 11" x 17" folded to 8.5" x 11."

Inquiries on the project or requests for additional information must be E-mailed to: Cleve Haddock, CLGPO, Procurement Manager at haddockc@guc.com no later than **March 28, 2023**, at 5:00 p.m. local time. Greenville Utilities Commission will not be responsible for or bound

by any oral instructions made by an employee(s) of GUC regarding this SOQ invitation.

To be considered FOUR (4) copies of the SOQ must be delivered to: Cleve Haddock, CLGPO, Procurement Manager, Greenville Utilities Commission, 401 S. Greene Street, Greenville, NC 27834 and referenced: 23-16 RFQ ENVIRONMENTAL SERVICES SOQ.

5.0 DUE DATE and INTERVIEWS

SOQ submittals must be received no later than **April 11, 2023 at 4:00 p.m.** local time.

After the screening of SOQs, shortlisted Firms may be given additional information for interviews. These interviews will relate less to the past experience and qualifications already detailed in the submittal than to identification of the Firm's program approach and to an appraisal of the people who would be directly involved in the project.

[Balance of page left blank intentionally]

TERMS AND CONDITIONS

1.0 CONFLICT OF INTEREST

In general, conflicts of interest relate to the potential for self-gain usually, but not always, of a fiscal nature. Potential for self-gain can serve to undermine the judgment or objectivity of Proposers providing consultation services. A potential or actual conflict of interest exists when commitments and obligations to GUC are likely to be compromised by a Proposer's other interests or commitments, especially economic, particularly if those interests or commitments are not disclosed. Not all conflicting interests are necessarily impermissible. Timely and complete disclosure of potential conflicts of interest may be a satisfactory remedy and protects the consultant from suspicion and accusations of breach of professional integrity. Proposers are asked to disclose any situation or relationship that might be regarded as potential conflict of interest with, but not limited to, their expected duties and recommendations as defined in this RFQ.

2.0 PROPOSER INCURRED COSTS

All costs that may be incurred to prepare Qualifications, attend meetings, attend site inspections, provide requested follow-up information, make formal and informal presentations, and for the entire contract negotiations process if applicable, shall be the sole responsibility of each Proposer. GUC is not responsible under any circumstances for reimbursement of any costs that may be incurred by Proposers during the proposal preparation, subsequent selection or negotiation stages.

3.0 MINORITY BUSINESS PARTICIPATION PROGRAM

GUC has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. Firms submitting a proposal are attesting that they also have taken affirmative action to ensure equality of opportunity in all aspects of employment, and to utilize M/WBE suppliers of materials and/or labor.

4.0 INSURANCE REQUIREMENTS

GUC shall be named as additional insured for its interest on all policies of insurance except Worker's Compensation as regards ongoing operations, products, and completed operations and this shall be noted on the face of the Certificate of Insurance.

Certificates for all such policies shall be provided by the Firm's insurance agent or broker to GUC within (fifteen) 15 working days from the date of award. Firm will provide GUC a minimum of 30 days advance notice in the event of the insurance policies or insurance policy is canceled. Sub-consultants approved by GUC to perform work on this project are subject to all of the requirements in this section. Firm agrees to maintain and keep in force during the life of the design engagement, with a company or companies authorized to do business in North Carolina for the following insurance policies:

Automobile Liability - \$1,000,000.00 per Occurrence- Combined Single Limit

Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired.

Commercial General Liability - \$1,000,000.00 per Occurrence
(Including products and completed operations liability)

Worker's Compensation

Coverage A - State of North Carolina Statutory

Coverage B - Employers Liability

\$500,000.00/\$500,000.00

Umbrella Liability - \$1,000,000.00 Per Occurrence Over Primary Insurance

Errors and Omissions Liability - \$2,000,000.00

5.0 PROPOSAL WITHDRAWAL

A proposer must notify GUC in writing of its request to withdraw a proposal within seventy-two (72) hours after the proposal opening, not including Saturdays, Sundays, or holidays. In order to justify withdrawal, the proposer must demonstrate that a substantial error exists and that the proposal was submitted in good faith.

6.0 AFFIRMATIVE ACTION

The Provider will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

7.0 MEDIATION/BINDING ARBITRATION

In the event of any dispute between the Parties, the Parties agree to submit any dispute to nonbinding mediation before a mutually agreeable Mediator prior to initiating litigation. If the Parties are unable to agree upon a Mediator within thirty (30) days after demand therefore, either Party may petition a Court of competent jurisdiction for the designation of a qualified Mediator for these purposes. Each Party shall bear its own costs and expenses of participating in the mediation (including, without limitation, reasonable attorneys' fees), and each Party shall bear one-half (1/2) of the costs and expenses of the Mediator. Unless otherwise agreed, the Parties will hold the mediation in Greenville, North Carolina. The matters discussed or revealed in the mediation session shall not be disclosed in any subsequent litigation. In the event the matter is not resolved in mediation, either Party may request arbitration. The parties shall jointly select an Arbitrator, and shall be bound by the decision of the Arbitrator with respect to any dispute between the parties with respect to this Agreement. If the parties are unable to mutually agree upon an Arbitrator, the Parties shall each select an Arbitrator, and the two Arbitrators so selected shall select a third Arbitrator, and the decision of the majority of the Arbitrators shall be conclusive and binding upon the Parties. The Parties at all times agree to equally split the costs of any Arbitrator(s) selected in an effort to resolve the dispute between the Parties. Any party desiring to resolve a dispute under the terms of this Agreement shall notify the other Party in writing, and the Parties shall seek to agree upon a mutually agreed upon Arbitrator within a period of ten (10) days from the date of such written demand. If the Parties are unable to agree within such ten (10) day period, the Parties shall each select an Arbitrator, and the two (2) Arbitrators so selected shall select a third Arbitrator within fifteen (15) days from the date of the written demand for arbitration, and a decision shall be rendered by the Arbitrator(s) so selected within five (5) days after such Arbitrator(s) is selected.

8.0 INDEMNITY PROVISION

Provider agrees to indemnify and save GUC of the City of Greenville, Pitt County, North Carolina, and the City of Greenville, North Carolina, its co-owners, joint ventures, agents, employees, and insurance carriers harmless from any and all losses, claims, actions, costs, expenses including reasonable attorney fees, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property of whatsoever nature of any person arising out of or incident to the performance of the terms of this Contract by Provider, including, but not limited to, Provider’s employees, agents, subcontractors, and others designated by Provider to perform work or services in, about, or attendant to, the work and services under the terms of this Contract. Provider shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, directly, solely, and proximately caused by the negligence of GUC of the City of Greenville, Pitt County, North Carolina. Insurance covering this indemnity agreement by the Provider in favor of Greenville Utilities Commission of the City of Greenville, Pitt County, North Carolina, shall be provided by Provider.

9.0 GOVERNING LAWS

All requests, contracts, transactions, agreements, etc., are made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.

10.0 ADMINISTRATIVE CODE

Bids, Qualifications, and awards are subject to applicable provisions of the North Carolina Administrative Code.

11.0 SITUS

The place of all contracts, transactions, agreements, their situs and forum, shall be North Carolina, where all matters, whether in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

12.0 E-VERIFY

E-Verify - I understand 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 NCGS §64-25 et seq. I am aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of my knowledge, any subcontractors employed by me as a part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.

[Balance of page left blank intentionally]

E-VERIFY LETTER OF COMPLIANCE

1. I have submitted a proposal for contract or desire to enter into a contract with the Greenville Utilities Commission;
2. As part of my duties and responsibilities pursuant to said proposal and/or contract, I affirm that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
3. ____ After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or
4. ____ I employ less than twenty-five (25) employees in the State of North Carolina.
5. As part of my duties and responsibilities pursuant to said proposal and/or contract, I affirm that to the best of my knowledge and subcontractors employed as a part of this proposal and/or contract, are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
6. ____ After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retains the record of the verification of work authorization while the employee is employed and for one year thereafter; or
7. ____ Employ less than twenty-five (25) employees in the State of North Carolina.
Specify subcontractor: _____

_____ (Company Name)

By: _____ (Typed Name)

_____ (Authorized Signatory)

_____ (Title)

_____ (Date)

It is certified that this Proposal/RFQ is made in good faith and without collusion or connection with any other person submitting a proposal on these services. It is also certified that this proposal is made in good faith and without collusion or connection with any GUC employee(s).

Certified check or cash for \$ n/a or bid bond for \$ n/a attached.

Firm Name _____ Phone (____)____

Address _____

City _____ State _____ Zip Code _____

Fax (____) _____ E-Mail _____

Authorized Official _____ Title _____

Signature Date _____

[Balance of page left blank intentionally]