

REQUEST FOR QUALIFICATIONS

FOR ENGINEERING SERVICES FOR

COMMERCIAL METAL BUILDING

For

GREENVILLE UTILITIES COMMISSION

PO Box 1847

Greenville, North Carolina 27835-1847



***Greenville
Utilities***

PROPOSAL PACKAGES SHALL BE RECEIVED BY 4:00 PM (EDST) ON SEPTEMBER 20, 2016.

PURPOSE OF REQUEST FOR QUALIFICATIONS

Greenville Utilities Commission (GUC) seeks proposals from Engineering/Architectural Firms to provide comprehensive engineering services including the preparation of engineering documentation, the design and preparation of plans and specifications for the purpose of bidding and construction administration for a commercial metal building.

PROPOSAL PACKAGE QUESTIONS

Questions regarding this Request for Qualifications (RFQ) should be received by or before September 12, 2016. Answers shall be communicated by September 15, 2016. All questions shall be directed to the attention of Cleve Haddock, CLGPO, Procurement Coordinator at (252) 551-1533, haddocgc@guc.com.

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Please submit your Qualifications/RFQ's by e-mail to Cleve Haddock, CLGPO, Procurement Coordinator, at Greenville Utilities Commission at: haddocgc@guc.com

EVALUATION CRITERIA

Proposer selection shall be based on evaluation and rating of Proposer's demonstrated competence and qualifications/performance for the type of services/products to be offered. The following guidelines will be used as minimum criteria for rating/ranking the Proposer:

- Quality of approach and methodology that demonstrates an understanding of the requirements.
- Quality, extent and relevance of Proposer's staff / experience in conducting service(s).
- Location and facilities attributes.
- Metal building design qualifications.
- Construction document quality.
- Experience in conducting procurement and preconstruction meetings (pre-bid, bid opening, pre-con, etc.)
- Qualifications and capability for overseeing contractor construction document compliance .

GUC reserves the right to reject all Qualifications/Proposals or accept such Qualifications/Proposals, as appears in its own best interest, and to waive technicalities or irregularities of any kind in the proposal. If a proposal/contract is to be awarded, it will be awarded to the most responsible, responsive respondent whose evaluation by GUC indicates that the award will be in GUC's best interests.

PROPOSAL MINIMUM REQUIREMENTS

All Qualifications/Proposals must contain, at a minimum, the information listed below. Consultants are asked not to submit advertising material in substitution for responding to below.

1. A Cover Letter.
2. Brief History of Firm.
3. Statement of Professional Qualifications: One staff member should be designated as the proposed Project Manager, with supporting staff identification.
4. List of Recent Similar Commercial Metal Building Design and/or Construction Projects: Indicate which staff and consultants from the proposed team, if any, participated in the design of each project. List must also include five (5) clients' names, contact person, addresses, and telephone numbers for each project for reference.
5. List of Sub consultants: If any sub consultants are used to assist with the engineering services, list the names of the firms along with professional qualifications and recent similar projects completed.
6. Schedule of Rates: List rates charged on an hourly basis for each classification of personnel and equipment.
7. Location of Office: Geographic location of office assigned to perform work with listing of key staff who actually work at that location on a permanent basis.

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TERMS AND CONDITIONS

GUC reserves the right to reject all Qualifications or accept such Qualifications, as appears in its own best interest, and to waive technicalities or irregularities of any kind in the proposal. GUC is not obligated to accept the lowest cost proposal.

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.

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.

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.

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.

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.

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.

INDEMNITY PROVISION

Provider agrees to indemnify and save GREENVILLE UTILITIES COMMISSION of the City of Greenville, Pitt County, North Carolina, and the City of Greenville, North Carolina, its co-owners, joint venturers, 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 Greenville Utilities Commission 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.

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.

ADMINISTRATIVE CODE

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

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COMPLETE BELOW 2016 FORM(S)

Letter of Compliance to E-Verify for Greenville Utilities Commission

1. I have submitted a RFQ 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 RFQ 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 RFQ and/or contract, I affirm that to the best of my knowledge and subcontractors employed as a part of this RFQ 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)

**Letter of Compliance to IRAN Divestment Act Certification for
Greenville Utilities Commission**

RFP Number (if applicable): _____

Name of Vendor or Bidder: _____

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 143C-6A-5(a)**

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Signature _____ Date _____

Printed Name _____ Title _____

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and will be updated every 180 days.

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 _____

Typed Name

_____ Date _____

Signature

**Your proposal should be received no later than
September 20, 2016 at 4:00 pm (EDST).**

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