

**GREENVILLE UTILITIES COMMISSION  
Greenville, North Carolina**

**REQUEST FOR QUALIFICATIONS**

**Architectural & Engineering Services**

**NEW OPERATIONS CENTER**

**A. SCOPE OF SOLICITATION AND TECHNICAL INFORMATION**

The Greenville Utilities Commission (GUC) invites the submittal of Statements of Qualifications (SOQ) from design firms interested in providing professional services for the planning, programming, and preliminary design of a new operations center to be located in the vicinity of NC Highway 43 and Highway 264 Bypass on an approximate 82 acre site.

**1.0 GENERAL**

**1.1 Scope**

The purpose of this solicitation is to receive SOQs from qualified Architect/Engineering (A/E) Firms to assess needs, to perform programming and conceptual studies, to develop preliminary designs, to develop a preliminary site master plan, and to prepare a preliminary opinion of project costs for a new operations center. The new operations center will facilitate the day-to-day and emergency activities of GUC's electric, gas, water, sewer, and internal service (administrative and engineering) functions. Up to 220,000 square feet of office space, equipment shops, warehousing, vehicle maintenance, covered storage shelters, and related structures is contemplated with an employee population of 300. The anticipated construction cost range is \$40 to \$45 million.

**1.2 Option for Final Design and Construction Services**

Greenville Utilities Commission will contract with the selected Firm for the preliminary planning and design efforts identified in Paragraph 1.1 above. GUC will reserve its option with the selected Firm to continue forward with final design and construction phase services for the Project.

**B. SOLICITATION INFORMATION**

**1.0 PROPOSAL PACKAGE**

To be considered, please provide your Proposal package in the following format:

**1.1 Firm Information**

Included at a minimum, the Prime Consultant shall provide:

- a. Business Structure (Corporation, Joint Venture, Partnership).
- b. Financial Statement - This statement will be an audited report with comments not older than one (1) year. If the most current report has not yet been audited, the previous audited report with comment shall affirm the most recent financial statement. The Financial Statement (included as an Appendix) is not included in the overall page count. A letter from the Firm's banker addressing the general size of its accounts, its credit worthiness and overall financial performance will be acceptable in lieu of a financial statement.
- 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 in the planning and design of utility operations centers, multi-building complexes, and similar type facilities. The Firm must provide at least five (5) recent projects of a similar scope and complexity, three (3) of which should involve utility operation center experience. These projects should also demonstrate the Firm's ability to meet time and budget requirements. The following minimum information should be included for each project:

- a. Name and location of the project,
- b. Owner's name,
- c. General description of the project,
- d. Date awarded,
- e. Date completed or date of anticipated project completion,
- f. Project Cost (original and final contract price),
- g. Firm's role in the project (work for which Firm/Team was responsible),
- h. Identify contractual role of Firm/Team (Prime/Subconsultant) on the project, and
- i. Owner's contact name, phone number, and e-mail address.

## **1.3 Project Team**

The project team shall consist of members with demonstrated knowledge in the planning and design of utility operation centers and building construction. To indicate such experience, describe the project team's knowledge of office building and utility building campuses, multi-departmental integration, warehousing, vehicle garages, mixed-use site master planning, local codes and ordinances, and experience in dealing with local and state regulatory and permitting agencies. Include information on the synergy resulting from the collaboration between the Firm and Sub-consultant(s), if any, that GUC may benefit from. The project team shall be led by either an architect or engineer that is professionally licensed as such in the State of North Carolina. Additionally, Project Manager must have experience managing projects of similar scope and complexity as contemplated. Each key member shall be identified, and a resume specific to this Proposal for each key member from the Firm and Sub-consultant(s) shall be submitted including, but not limited to:

- a. Name and title,
- b. Proposed assignment for this project,
- c. Percentage of time to be assigned to this project (compared to concurrent assignments to other projects),
- d. Experience (type of projects, specific project involvement, etc.), and
- e. Other qualifications.

## **1.4 Project Approach**

Please describe your Firm's approach, including Sub-consultant(s) input, to meet or exceed the proposed services defined as the Project Scope. Please submit a work plan that includes an estimated man-hour effort for each significant segment or task of the work and the anticipated staff level to be assigned to that work segment. 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 and Deliverables**

GUC anticipates duration for the planning and preliminary design phase of approximately one hundred and fifty (150) days from contract execution. The Firm should include an optimum schedule as appropriate for the Scope of Work detailed in this request for qualifications. The schedule should identify the anticipated meetings, milestones, and deliverables for this project phase.

### **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. Letters should comment on budget and/or schedule experiences and qualitative matters related to services rendered by the Firm or Team members. 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. Professional qualifications of assigned staff.
- b. Firm's experience with similar types of projects.
- c. Project approach and schedule.
- d. Demonstrated ability to meet time and budget requirements.
- e. Locality.
- f. References.

## **3.0 SUBMITTALS and INQUIRIES**

SOQ packages should be no more than thirty (30) pages in length. Please prepare a cover letter no longer than two (2) pages, signed by an authorized representative of the firm. The table of contents will follow the cover letter (the cover letter and table of contents are not included in the overall page count). 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 Coordinator at haddocgc@guc.com no later than **January 31, 2017** 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, nine (9) copies and one (1) CD of the completed SOQ should be mailed or delivered to: Cleve Haddock, CLGPO, Procurement Coordinator, Greenville Utilities Commission, 401 S. Greene Street, Greenville, N.C. 27834 and referenced: **NEW OPERATIONS CENTER SOQ.**

## **4.0 DUE DATE and INTERVIEWS**

SOQ submittals must be received no later than **February 15, 2017** at 2:00 p.m. local time. **Late submittals will not be considered.**

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.

## **C. 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.

### **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.

**13.0 IRAN DIVESTMENT ACT CERTIFICATION**

By acceptance of this purchase order, Vendor/Contractor certifies that, as of the date of the purchase order or contract, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Vendor/Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

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**COMPLETE BELOW 2017 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](http://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 \_\_\_\_\_

\_\_\_\_\_  
Signature Date \_\_\_\_\_