

GREENVILLE UTILITIES COMMISSION

GREENVILLE, NORTH CAROLINA

REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ENGINEERING

AND ARCHITECTURAL SERVICES FOR MINOR CONSTRUCTION AND RENOVATION PROJECTS

A. SCOPE OF SOLICITATION AND TECHNICAL INFORMATION

The Greenville Utilities Commission (GUC) invites the submittal of Statements of Qualifications (SOQ) from qualified firms interested in providing professional services for Architectural and Engineering for small projects that will not exceed \$50,000.00 per project and no more than \$100,000.00 per year. Firms are required to provide the following in their submittal.

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 and provide Architectural and Engineering Services for Minor Construction and Renovation Projects that will not exceed \$50,000.00 per 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:

- a. Business Structure (Corporation, Joint Venture, Partnership).
- b. Brief 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.
- c. 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 3 years.
- d. Provide the approach and methodology that demonstrates and understanding of the requirement.
- e. Extend and relevance of staffs experience in conducting services(s).
- f. Office location and facilities attributes.
- g. Cover letter.
- h. Statement of Professional Qualifications.
- i. List of recent similar projects completed.

- j. List of Sub-Contractors.
- k. Schedule of rates.
- l. Licenses.
- m. Other qualifications.

1.2 Firm Experience

The Firm must provide at least three (3) recent projects of a similar scope and complexity which should involve minor construction/renovation 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.
- i. Owner's contact name, phone number, and e-mail address.

1.3 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 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 November 9, 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, three (3) 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.

4.0 DUE DATE and INTERVIEWS

SOQ submittals must be received no later than **November 30, 2017** at 4:00 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 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

4.0 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.

5.0 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.

6.0 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.

7.0 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.

8.0 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.

9.0 ADMINISTRATIVE CODE

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

10.0 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.

11.0 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.

12.0 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.

13.0 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.

14.0 CONTRACT PERIOD

It is the intent of Greenville Utilities Commission (GUC) to enter into a multi-year contract at the time the contract is awarded by GUC to the successful Proposer for a total contract period not to exceed three (3) years, renewable annually if market and service conditions so warrant and prove to be in the best interest of GUC.

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COMPLETE BELOW AND RETURN THESE 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 fifteen (15) 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 fifteen (15) 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 _____