

**GREENVILLE UTILITIES COMMISSION**

**GREENVILLE, NORTH CAROLINA**

**REQUEST FOR QUALIFICATIONS FOR**  
**OWNERS CONSTRUCTION REPRESENTATIVE, 3<sup>RD</sup> PARTY TESTING & COMMISSIONING**  
**FOR NEW OPERATIONS CENTER**

**A. PROJECT BACKGROUND**

Greenville Utilities Commission (GUC) will be constructing a new operations center (NOC) consisting of (2) two office buildings and (3) stores and service buildings and multiple smaller ancillary structures. GUC will be constructing the NOC through use of a Construction Manager at Risk (CMAR) contract. GUC is seeking to award a contract for an Owners Representative (OR) that would provide some construction inspection and 3<sup>rd</sup> party testing and commissioning. Construction is expected to begin in 3<sup>rd</sup> to 4<sup>th</sup> quarter 2018 with OR services anticipated in 2<sup>nd</sup> quarter 2018. Services required of the OR include but is not limited to that which is defined in "B. Scope of Services" below.

**B. SCOPE OF SERVICES**

1. General

- a. OR shall review the drawings (60%, 90%, construction), schedule and cost estimate for completeness and accuracy. OR shall also provide comments that would have an impact on the project's cost, schedule and/or intent of the project.
- b. OR shall attend project meetings as required of the project. The meetings will often be held at but not be limited to; GUC's office buildings, the NOC site, by teleconference and/or other areas throughout Greenville, NC and its surrounding areas.
- c. OR shall make field visits no less than (2) two times per week to track production, schedule and verify construction is compliant with drawings/specifications and industry standards/best practices.
- d. OR shall report weekly to GUC with field visit findings, potential delays and suggested phases that may require more attention.
- e. The OR has a responsibility to inform GUC immediately of any safety concerns or infractions witnessed.
- f. OR shall review all payment requests/invoices for validity and accuracy and provide recommendation to pay, not pay, pay at reduced value, etc.

2. Testing & Commissioning

- a. The OR shall provide services for the testing and commissioning of all systems deemed necessary by GUC. These systems include but are not limited to those listed below.
  - i. HVAC
  - ii. Interior fire suppression systems inclusive of sprinklers, strobes, alarms, signals, etc.
  - iii. Exterior fire suppression systems inclusive of fire hydrants, strobes, alarms, signals, etc.
  - iv. BMS testing
  - v. Plumbing inspection
  - vi. Plumbing pressure testing

## **C. 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. 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 5 years.

#### **1.2 Firm Experience**

Briefly describe the Firm's related work experience with relation to the above mentioned scope of work. The Firm must provide at least five (5) recent projects of a similar scope and complexity. 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. 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 construction management of similar scope and complexity as contemplated.

- 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. Resume submission for proposed Construction Inspector(s)
- f. Other qualifications.

#### **1.4 Project Approach and Schedule**

Please describe your Firm's approach, including any Sub-consultant(s) input, to meet or exceed the proposed services defined as the Project Scope.

## **2.0 EVALUATION CRITERIA**

RFQs 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.
- d. Demonstrated ability to meet time and budget requirements.
- e. Locality.
- f. References.

## **3.0 SUBMITTALS AND INQUIRIES**

RFQ packages should be no more than twenty (20) 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 **February 20, 2018** 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 RFQ invitation.

To be considered, nine (9) copies and one (1) CD of the completed RFQ should be mailed or delivered to: Cleve Haddock, CLGPO, Procurement Coordinator, Greenville Utilities Commission, 401 S. Greene Street, Greenville, N.C. 27834 and referenced: **RFQ for OWNERS CONSTRUCTION REPRESENTATIVE, 3<sup>RD</sup> PARTY TESTING & COMMISSIONING.**

## **4.0 DUE DATE AND INTERVIEWS**

RFQ submittals must be received no later than **March 1, 2018** at 2:00 p.m. local time. **Late submittals will not be considered.**

After the screening of RFQs, 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.

## **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.

## **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.

## **1.0 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.

## **2.0 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.

## **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.

[Balance of page left blank intentionally]

**COMPLETE BELOW 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 \_\_\_\_\_

[Balance of page left blank intentionally]