

REQUEST FOR QUALIFICATIONS

**For CONSULTING SERVICES for
GAS DISTRIBUTION SYSTEM AND LNG SCADA SYSTEM
UPGRADE**

for

GREENVILLE UTILITIES COMMISSION
PO Box 1847
Greenville, North Carolina 27835-1847



ISSUE DATE: JANUARY 21, 2021

PACKAGES SHALL BE RECEIVED BY 4:00 PM (EDST) ON FEBRUARY 2, 2021.

PURPOSE OF REQUEST FOR QUALIFICATIONS

Greenville Utilities Commission (GUC) seeks Statement of Qualifications from Consulting Firms to provide comprehensive services including the design and preparation of plans and specifications for the purpose of replacing the SCADA systems for the GAS distribution and LNG plant systems.

PACKAGES SHALL BE RECEIVED BY 4:00 PM (EDST) ON FEBRUARY 2, 2021. Packages shall be submitted by email to Cleve Haddock, CLGPO, Procurement Coordinator at haddocgc@guc.com. GUC reserves the right to reject any and all Submittals.

Questions regarding this Request for Qualifications (RFQ) should be received by or before January 26, 2021. Answers shall be communicated by January 29, 2021. All questions shall be directed to the attention of Cleve Haddock at haddocgc@guc.com.

PROJECT BACKGROUND

The current Gas Distribution and LNG SCADA servers are nearing end of manufacturers' support. Each system consists of a primary runtime and backup server. The historian is logging data from both systems. A terminal server is also included for upgrade as it provides remote monitoring for our watchstanders. The SCADA systems monitors and writes to existing meter stations, gate stations, and regulator stations. The SCADA systems include all setpoints, data points and alarming notification capability. The polling of both systems are constant and data backed system adjustments can be reviewed and adjusted easily in real time when required. Both GAS and LNG SCADA systems utilize the Bristol Babcock OPC DA server which will not communicate with future system replacement for our current Gas Flow Corrector (GFC) units moving forward to the Fisher FB series instruments.

The desire is to begin services on the Project as soon as possible with implementation and equipment procurement following soon after design services are completed.

GUC intends to engage a consultant to perform services pertinent to the Project as more fully described below and in the Scope of Work section of this Request for Qualifications:

- Prepare preliminary report and opinion of probable upgrade costs to assist GUC in selecting the preferred system configuration.

- Perform services that result in the design of implementing an Autosols Communication Manager(ACM) OPC server to replace the existing Bristol Babcock OPC DA server to utilize ROC and Bristol protocols.
- Transition SCADA process databases and OPC client drivers to connect to Autosol Communication Manager(ACM).
- Modify OPC clients in iFix to work with the Autosol Communications Manager(ACM) to poll all sites at same intervals as existing Bristol Babcock OPC DA server.
- Provide new terminal server to provide up to 8 concurrent iFIX SCADA session for remote monitoring utilizing a remote desktop connection architecture adhering to a control room environment.
- Upgrade existing Historian software to latest version and migrate the existing historical archives.
- Upgrade all graphical displays to iFix6.1 (most current) environment.
- GUC reserves the right to modify the work scope should the Project requirements change prior to entering into contract with the Consulting Firm.

SCOPE OF WORK

The **Gas Distribution Scada System and LNG Scada System Upgrade** will require programming, design and start up services per this Scope of Work and any drawings and addenda that may be issued thereto.

PREPARATION OF PRELIMINARY REPORT: Consultant will provide all programming services and equipment required to prepare Preliminary Report and Opinions of Probable Implementation Costs.

PROCUREMENT OF EQUIPMENT AND SOFTWARE TESTING: Consultant will provide all technical services required to produce implementation of upgraded system in parallel with existing system during testing to ensure proper operation. Consultant will provide system testing and verification documents to ensure proper operation.

SUBMITTAL REQUIREMENTS

All submittals 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: Include résumés of key staff proposed to perform consulting, surveying, and design work. One staff member should be designated as the proposed Project Manager, with supporting staff identification.
4. List of Recent Similar Projects Completed: List should include projects with similar scope proposed for this Project, and indicate which staff and consultants from the proposed team, if any, participated in the design of each project. List must also include clients' names, contact person, addresses, and telephone numbers for each project for reference.
5. List of Subconsultants: If any subconsultants are used to assist with this project, 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. Conceptual Project Schedule: Include a conceptual project schedule from project kickoff to construction completion including, but not limited to the following milestones: survey, initial drawings, final drawings, easement/land acquisition, permits, final bid documents, bidding, award of construction contracts, and construction for the pipeline.
8. 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.
9. Special Considerations: Include any special considerations, conditions, or other circumstances the consultant foresees affecting the project.

10. Responses are limited to a total of 40 pages. The font size shall not be smaller than 11-point. A digital copy in .pdf format shall be submitted by email.

SELECTION PROCESS

- Submittals should be received no later than 4:00 PM (EDST) February 2, 2021.
- Screening of submittals by a staff committee should be completed by February 16, 2021. The staff committee will review the potential consulting firm's recent specialized experience, firm's staff qualifications, firm's capacity to accomplish the work, firm's past performance, location of the firm and other considerations when screening submittals.
- Contract negotiations with the selected firm should conclude with contract execution on or about February 28, 2021.

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 submittal.

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 submittal 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 Statement of Qualifications 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.

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 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 Statement of Qualifications is made in good faith and without collusion or connection with any other person submitting on these services. It is also certified that this submittal 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 submittal should be received no later than
February 2, 2021 at 4:00 pm (EDST).**

Notice:

Greenville Utilities Commission is committed to the health and safety of our customers and employees. We are taking the spread of COVID-19 very seriously and continue to monitor the latest Local, State, and Federal guidance. We are presently closed to the public.

We are receiving submittals by email.

Send Submittals to:

**Greenville Utilities Commission
Att: Cleve Haddock, CLGPO, Procurement Coordinator
haddocgc@guc.com
RFQ # 21-09**