NEW HANOVER COUNTY

EMERGENCY LOGISTICS CENTER & BACK-UP EMERGENCY OPERATIONS CENTER

REQUEST FOR QUALIFICATIONS

RFQ 20-0089

Due date: January 9, 2020
Time: 5:00 pm
Receipt Location:
200 Division Drive
Wilmington, NC 28401
General Information

<table>
<thead>
<tr>
<th>Advertisement</th>
<th>Thursday, November 21, 2019</th>
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<tr>
<td>Deadline for Questions</td>
<td>Wednesday, December 11, 2019 by 5:00 PM</td>
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<tr>
<td>Response to questions on or before</td>
<td>Friday, December 13, 2019 by 5:00 PM</td>
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<tr>
<td>Deadline for Receipt of Statements of Qualifications</td>
<td>Thursday, January 9, 2020 by 5:00 PM</td>
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<td>New Hanover County</td>
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<td>Attn: Kevin Caison</td>
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<td>200 Division Drive</td>
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<td>Wilmington, NC 28401</td>
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<td>Date for Award of Contract</td>
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The purpose of this Request for Qualifications is to solicit qualifications from qualified applicants to provide a space needs determination and project feasibility study of the New Hanover County Emergency Logistics Center (ELC) and Back-up Emergency Operations Center. Please review the complete project description located within this document.

The scope of services required will include evaluating and determining the current and future space needs of the ELC facility and will include recommendation of how to accommodate the determined need. The development of a concept plan and project budget will also be required.

If the project is approved to move forward to design and construction, the selected firm will also be expected to provide complete architectural design services to the County during the design development, contractor selection and building phase.

New Hanover County requests qualifications from firms experienced in planning, design, and construction observation of similar facilities. Firms should submit their qualifications on standard form SF330, available for download in the forms library at www.gsa.gov. Completed form SF330 shall be submitted by 5:00pm Thursday January 9, 2020.

Contracting Office Address

New Hanover County
Attn: Kevin Caison
200 Division Drive
Wilmington, NC 28401
(910) 798-4338
Please submit questions electronically via email to kcaison@nhcgov.com and in the subject line note “RFQ-20-0089 NHC ELC.” Deadline for questions is by 5:00pm Wednesday December 11, 2019. Any changes in the qualification’s request will be sent by email and furnished to all proposers. All questions received will be answered and posted as an addendum by 5:00pm Friday December 13, 2019. Verbal information obtained otherwise will not be considered in the awarding of the proposal.

Description

New Hanover County Emergency Management works year-round to build a resilient community that is prepared to respond quickly and efficiently to natural and man-made disasters. During emergency events, the department partners with local, state, and federal agencies to keep the county’s residents and visitors safe. The department also facilitates recovery efforts to rebuild our community following disasters.

Since 2004 the New Hanover County Primary Emergency Operations Center has been collocated with the 911 call center at the New Hanover County government center complex (230 Government Center Drive). The Logistics warehouse was located at a separate location (1632 Hewlett Drive) in a 1950 era building until it was damaged by Hurricane Florence and forced the relocation of this function to a leased warehouse space in nearby industrial complex. During Hurricane Florence the Logistics warehouse and primary emergency operations center incurred significant damages to the electrical and communications systems. The storm also brought to light many shortcomings of the existing facilities.

New Hanover County would like to develop a concept plan to construct a facility to house the Emergency Logistics Center and Back-up Emergency Operations Center in one location. We have identified 2 possible locations on existing county property. The selected firm will be asked to determine what space is needed to house all of the necessary functions associated with the ELC by evaluating the existing facilities, operations, and staff needs in order to make recommendations on how to best proceed including proposed site evaluation and operational functionality. After an agreed upon direction is established the selected firm will be expected to develop a concept plan and preliminary project budget to be used to seek approvals and identify funding.

If the project is approved to move to design and construction a separate RFQ will not be issued unless the county chooses to do so. It is anticipated that the same firm that is selected for the space needs determination will also provide complete design and construction administration services.

Selection Criteria

The architectural firm must demonstrate its competence of each key consultant's qualifications with respect to the published evaluation factors for design and all optional services. Evaluation factors (1) through (5) will be scored for each candidate with maximum values as indicated in each section.
Specific evaluation factors include:

1. Professional qualifications of firm and staff proposed for the design and architectural services for preparation of construction documents including space needs assessments, plans, specifications, cost estimates, record drawings, and review of shop drawings in accordance with county standards on similar projects. (25%)  

In addition, scheduling professionals and construction contract claim mitigation tasks will be included. Firms will be evaluated in terms of the team's qualifications:
- active professional registration in North Carolina
- experience (with present and other firms) and roles of staff members, specifically on the projects listed in the SF330. Each project should clearly indicate the personnel involved and those personnel should be listed by each project.
- Teams consisting of multiple firms are allowed. Demonstrations of past collaborations and team organizational charts are required.
- Recent experience with Emergency Management system buildings

2. Specialized recent experience demonstrating the technical competence of particular staff members to design the projects addressed in evaluation factor number one. Each project listed should indicate key staff members involved. (25%)  

Firms will also be evaluated upon:
- specific knowledge of the construction materials and practices of similar projects and design requirements of New Hanover County, the City of Wilmington; and all Federal and State of North Carolina laws, regulations, codes, and permits applicable to projects of this nature
- project experience as listed in the SF330 (provide design schedule, estimate vs. bid amount, and design team for each)
- past experience in building energy simulation, use of “green” technology and renewables
- understanding of Emergency Management system services and workflow
- understanding of NC regulatory agency requirements

3. Capacity of the proposed design team to accomplish the following schedules: (20%)

- Space needs determination, recommendation, and conceptual plan complete within 90 days of contract award
- If approved for design final design submittal (100% CDs) is required within 270 days of contract award. Please provide the project design schedules for the same projects listed above for evaluation factors 1 and 2.
- Please list all current and pending projects for the proposed design team members
Clearly show the office location of all team members that will be doing the actual work.

4. Past performance on the same projects listed above with Government agencies and private industry in terms of the following: (20%)
   • cost control techniques employed by the firm as demonstrated by the ability to establish an accurate project construction budget and design to this budget as evidenced by the low bid amount.
   • quality of work as demonstrated by the history of design related change orders issued during construction
   • demonstrated compliance with performance schedules. Project information for this evaluation factor should be for the same projects listed above for evaluation factors 1 and 2

5. Specific internal quality control procedures proposed for projects of this nature. Firm will be evaluated on the acceptability of their internal quality control program used to ensure technical accuracy and discipline coordination of plans and specifications. (10%)
   • Do you have a written quality control plan for your firm?
   • Please explain how your plan works

Selection Process

Phase 1: Each firm will be evaluated based upon information provided in the Selection Criteria listed above. From such review, firms receiving the highest ranking will be the firms chosen to participate in Phase 2, the second phase of the selection process. The County reserves the right to reject any and all statements of qualifications and also reserves the right to waive any irregularities in the statements of qualifications.

Phase 2: The firms who are chosen for Phase 2 of the selection process may be required to make a presentation. Firms will be notified if presentations will be required and given the dates and times reserved for the presentations. The County reserves the right to establish additional rules and procedures for the presentations and for the interview process.

Final Selection: The County will negotiate a contract with the top rated firm as selected by the County. If a contract cannot be successfully negotiated with the top rated firm, the County will proceed to the second rated firm. The County reserves the right to reject any and all statements of qualifications.

Submittal Requirements

Firms responding to this Request for Qualifications are requested to submit seven (7) copies of the Standard Form 330 and complete statement of qualifications and one (1) electronic copy on CD or USB.
The closing date for this announcement is Thursday January 9, 2020 at 5:00 PM EST.

The successful firm must have the capability of receiving and submitting all documents in an electronic format. Also, successful firm must have Internet access for browsing and receipt of electronic documents via Email.

This is not a request for proposal, and there is no solicitation document or package or plans and specifications to be issued as a result of this announcement.

**Insurance Requirements – Please refer to the attached draft contract for insurance required**

**E-Verify**

Contractors and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes must comply with E-Verify requirements to contract with governmental units. E-Verify is a Federal 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. Please understand that Contractors, as defined above, must use E-Verify. Therefore, all contractors must be in compliance with the E-Verify requirements to enter into contracts with New Hanover County.

**Right to Reject**

The County reserves the right to reject any and all submittals received in response to this request.
NORTH CAROLINA  PROFESSIONAL SERVICES AGREEMENT
NEW HANOVER COUNTY

THIS AGREEMENT made and entered into this ______ day of ________________ 2019 by and between NEW HANOVER COUNTY a political subdivision of the State of North Carolina, hereto referred to “County”; and __________________________ a __________________________, hereinafter referred to as “Professional.”

WITNESSETH:

That Professional, for the consideration hereinafter fully set out, hereby agrees with County as follows:

1. **Scope of Service.** County shall hire Professional to provide a space needs determination and project feasibly study of the New Hanover County Emergency Logistics and Back-up Emergency Operations Center (ELC) as more specifically described on Exhibit “A” attached hereto and incorporated herein by reference.

2. **Payment.** County agrees to pay Professional an amount not to exceed __________________________ ($__________) Dollars.

3. **Time of Performance.** Professional shall begin services on your receipt of Notice to Proceed and all services shall be completed within ninety (90) days of said Notice.

4. **Extra Services.** County and Professional shall negotiate and agree upon the value of any extra services prior to the issuance of a County Change Order or Renewal/Amendment (CRA) form covering said extra services. Such Change Order or CRA shall set forth the corresponding adjustment, if any, to the Contract Price and Contract Time.

5. **Indemnity.** Professional shall indemnify and hold County, its officers, officials, agents, and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, for any property damages, personal injuries or death arising out of, relating to, or resulting from the negligence, willful act, or omission of Professional, its agents, employees and subcontractors in the performance of work or services.
6. **Independent Contractor.** The parties hereto mutually agree that Professional is an independent contractor and not an agent of County. Professional shall not be entitled to any County employment benefits, including, but not limited to, vacation, sick leave, insurance, worker’s compensation, or pension and retirement benefits.

7. **Minimum Scope and Limits of Insurance**
   
   **7.1. Commercial General Liability**

   7.1.1 Professional shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability (CUL) insurance with a total limit of not less than $1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.

   7.1.2 CGL insurance shall be written on Insurance Services Office (ISO) “occurrence” form CG 00 01 covering CGL or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract.

   7.1.3 County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 26 providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of Professional; premises owned, leased or used by Professional; and under the CUL, if any. The coverage shall contain no special limitations on the scope of protection afforded to County, its officers, officials, agents, and employees.

   7.1.4 Professional’s CGL insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be in excess of and shall not contribute to Professional’s insurance.

7.2. **Worker’s Compensation and Employer’s Liability**

   7.2.1 Professional shall maintain Worker’s Compensation as required by the General Statutes of the State of North Carolina and Employer’s Liability Insurance.
7.2.2 The Employer’s Liability, and if necessary, CUL insurance shall not be less than $500,000 each accident for bodily injury by accident, $500,000 each employee for bodily injury by disease, and $500,000 policy limit.

7.2.3 The insurer shall agree to waive all rights of subrogation against County, its officers, officials, agents, and employees for losses arising from services performed by Professional for County.

7.3. **Business Auto Liability**

7.3.1 Professional shall maintain Business or Personal Auto Liability and, if necessary, CUL insurance with a limit of not less than $1,000,000 each accident.

7.3.2 Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos used in performance of services.

7.3.3 Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

7.3.4 Professional’s Business Auto Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be in excess of and shall not contribute to Professional’s insurance.

7.4. **Professional Liability Insurance**

7.4.1 Professional shall maintain in force for the duration of this Contract professional liability or errors and omissions liability insurance appropriate to Professional’s profession. Coverage as required in this paragraph shall apply to liability for a professional error, act, negligence, or omission arising out of the scope of Professional’s services as defined in this Contract. Coverage shall be written subject to limits of not less than $2,000,000 per loss.

7.4.2 If coverage in this Contract is on a claims-made basis, Professional warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract, and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that services under the Contract are complete.
7.5. **Deductibles and Self-Insured Retentions**

7.5.1 Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, agents, and employees; Professional shall procure a bond guaranteeing payment of deductibles or self-insured retentions.

7.5.2 Professional shall be solely responsible for the payment of all deductibles to which all policies are subject, whether or not County is an insured under the policy.

7.6. **Miscellaneous Insurance Provisions**

7.6.1 Any failure to comply with reporting provisions of the policies listed in this Contract shall not affect coverage provided to County its officers, officials, agents, and employees.

7.6.2 Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to County, 230 Government Center Drive #125, Wilmington, NC 28403.

7.6.3 If Professional’s liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

7.7. **Acceptability of Insurers.** Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best’s rating of no less than A VII unless County has granted a specific exemption.

7.8. **Evidence of Insurance**

7.8.1 Professional shall furnish County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the services, and thereafter upon renewal or replacement of each certified coverage until all operations under this Contract are deemed complete.

7.8.2 Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in this Contract.

7.8.3 With respect to insurance maintained after final
payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to County with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

7.9. **Subcontractors.** Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. CGL coverage shall include independent contractors’ coverage, and Professional shall be responsible for assuring that all subcontractors are properly insured.

7.10. **Conditions**

7.10.1. County may, at its discretion and with the approval of Risk Management and the Finance Department, accept letters of credit or custodial accounts in lieu of specific insurance requirements.

7.10.2. Professional shall warrant the insurance contributing to the satisfaction of insurance requirements in this Contract shall not be canceled, terminated, or modified by Professional without prior written approval of County.

7.10.3. Professional shall promptly notify the New Hanover _____________ and New Hanover County Risk Management at (910) 798-7497 of any accidents arising in the course of operations under the Contract causing bodily injury or property damage.

7.10.4. County reserves the right to obtain complete, certified copies of all required insurance policies.

7.10.5. Failure of County to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Professional’s obligation to maintain such insurance.

7.10.6. County does not represent that coverage and limits will be adequate to protect Professional and such coverage and limits shall not be deemed as a limitation of Professional’s liability under the indemnities granted to County in this Contract.

7.10.7. If Professional fails to maintain the insurance as set forth herein, County shall have the right to purchase said insurance at Professional’s
expense. Professional agrees to reimburse County for all expenses incurred for such purchase.

7.10.8. Professional or its agent may apply to County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.

7.10.9. County shall have the right to prohibit Professional or any subcontractor from performing work or services and may withhold payment until required certificates has been received and approved by County.

8. **Standard of Care.** Professional shall exercise reasonable care and skill as might be expected from similarly situated professionals performing services of the kind required under this Contract at the time and the place where the services are rendered. The staff of and subcontracted professionals engaged by Professional shall possess the experience, knowledge and character necessary to qualify them to perform the particular duties to which they are assigned.

9. **Default and Termination.** If Professional fails to prosecute the services with such diligence as will insure its completion within the Contract time, or if Professional breaches any one of the terms and conditions contained in this Contract and fails to cure said breach within five (5) days of County mailing Notice of Default, County may terminate this Contract at the expiration of the fifth day after mailing such Notice of Default.

10. **Termination for Convenience.** County may terminate this Contract for convenience at any time and without cause upon thirty (30) days prior written notice. Upon receipt of notice, Professional shall immediately discontinue the services and, If applicable, placing of orders for materials, facilities, and supplies in connection with the performance of this Contract.

11. **Non-appropriation.** All funds for payment by County under this Contract are subject to the availability of all annual appropriation by the New Hanover County Board of Commissioners. In the event of non-appropriation of funds by the New Hanover County Board of Commissioners for the services provided under the Contract, County will terminate the Contract, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this Contract is spent, whichever occurs first. If at any time
funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by Professional upon three (3) days prior written notice, but failure to give such notice shall be of no effect and County shall not be obligated under this Contract beyond the date of termination.

12. **Subcontracts.** The Professional shall utilize no subcontractors for performing the services to be performed under this Contract without the prior written approval of the County.

13. **Entire Contract.** This Contract constitutes the entire understanding of the parties.

14. **Binding Effect.** This Contract shall be binding upon the parties hereto, and their heirs, successors, executors, administrators and assigns.

15. **Severability.** If any provision of this Contract is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.

16. **Inclusive Terms.** Use of the masculine herein shall include the feminine and neuter, and the singular shall include the plural.

17. **Governing Law.** All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.

18. **E-Verify Compliance.** Pursuant to N.C.G.S. 143-133.3, Professional shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. Violation of the provision, unless timely cured, shall constitute a breach of Contract.

19. **Compliance with Federal Law.** If applicable, all federally funded projects, loans, grants, and sub grants whether funded in part or wholly, must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

20. **Notices.** All notices required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Certified Mail, Return Receipt Requested:
To County:
New Hanover County Property Management
Attn: Kevin Caison
200 Division Drive
Wilmington, NC 28401

To Contractor:

21. **Assignability.** The parties hereto agree that this Contract is not transferable and shall not be assigned by either party without the written consent of the other party to this Contract.

22. **Contract Under Seal.** The parties hereto expressly agree to create a Contract under seal.

**IN WITNESS WHEREOF,** the parties have hereunto affixed their hands and seals, the day and year first above written and by authority duly given.

CONTRACTOR

_____________________________________________(Seal)
President

ATTEST:

________________________________________
Secretary
STATE OF ____________

_______________ COUNTY

I, ____________________________, a Notary Public of the State and County aforesaid, certify that _______________________ came before me this day and acknowledged that (s)he is President of _____________________________,a _____________________________.

and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed and sealed in its name by its President.

WITNESS my hand and official seal, this _____ day of ______________________, 2019.

____________________________
Notary Public

My commission expires: ________________

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NEW HANOVER COUNTY DIGITAL SIGNATURE PAGE FOLLOWS EXHIBIT A ]