NEW HANOVER COUNTY
REQUEST FOR QUALIFICATIONS
FRONT END ENGINEERING DESIGN STUDY
DETENTION CENTER SWITCHGEAR UPGRADES
RFQ # 20-0267

COUNTY COMMISSIONERS
JONATHAN BARFIELD, JR., CHAIRMAN
JULIA OLSON-BOSEMAN, VICE-CHAIRMAN
PATRICIA KUSEK
WOODY WHITE
ROB ZAPPLE

CHRIS COUDRIET, COUNTY MANAGER
NEW HANOVER COUNTY
REQUEST FOR QUALIFICATION
FRONT END ENGINEERING DESIGN STUDY
DETENTION CENTER SWITCHGEAR UPGRADES
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Statements of Qualifications addressed to Sara Warmuth, Director, 200 Division Drive, Wilmington, NC 28401 and marked “RFQ #20-0267 FRONT END ENGINEERING DESIGN STUDY DETENTION CENTER SWITCHGEAR UPGRADES” will be accepted until 4:00 P.M. EST, Friday, December 13, 2019.

New Hanover County is soliciting statements of qualifications for a front end engineering design study for needed upgrades to the facility PLCs, PLC Software, and Relays installed in the 480V Zenith Switchgear at the NHC Detention Center located at 3950 Juvenile Center Rd, Castle Hayne NC 28429.

Instructions for submitting qualifications and complete requirements and information may be obtained by visiting the County’s website at https://www.nhcgov.com/business-nhc/bids or by contacting Sara Warmuth at swarmuth@nhcgov.com.

New Hanover County reserves the right to accept or reject any or all submittals.

Released: Monday, November 25, 2019
Section 2 – Instructions and General Conditions

2.1 – Schedule

<table>
<thead>
<tr>
<th>Date</th>
<th>Action</th>
</tr>
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<tbody>
<tr>
<td>Monday, November 25, 2019</td>
<td>RFQ issued.</td>
</tr>
<tr>
<td>Thursday, December 5, 2019</td>
<td>Deadline for questions. All questions must be submitted in writing to Sara Warmuth, Director (<a href="mailto:swarmuth@nhcgov.com">swarmuth@nhcgov.com</a>).</td>
</tr>
<tr>
<td>Friday, December 6, 2019</td>
<td>Questions will be answered via written addendum.</td>
</tr>
<tr>
<td>Friday, December 13, 2019</td>
<td>Deadline for receipt of Statements of Qualifications</td>
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2.2 – Preparation of Statement of Qualifications

The purpose of this Request for Qualifications is to solicit qualifications from qualified applicants to provide a front end engineering design study for needed upgrades to the New Hanover County Detention Center facility PLCs, PLC software, and relays installed in the 480V Zenith Switchgear.

The New Hanover County Detention Center is located at 3950 Juvenile Center Road, Castle Hayne, NC 28429.

The study is to include the scope of work for electrical installation for the control system, control system programming, system requirements based on PLC program, equipment hardware drawings, and network schematics. All equipment that is currently obsolete or expected to be obsolete within the next five years is to be replaced. All software included in specifications should be open protocol.

In addition, the selected firm will also be expected to provide assistance to the County through bidding, contractor selection, and construction administration.

Please do not submit any pricing, estimates or quotes during this Qualification Request phase.

Per the New Hanover County Purchasing Policy Exhibit A Uniform Guidance Purchasing Policy Section II. F. – Contractor’s Conflict of Interest states, “Designers, suppliers, and contractors that assist in the development or drafting of specification, requirements, statements of work, invitation for bids or request for proposal shall be excluded from competing for such requirements.”

2.3 – Questions

Questions concerning the specifications in this Request for Qualifications (RFQ) should be directed to the Sara Warmuth, Director at swarmuth@nhcgov.com. Questions will be received until Thursday, December 5, 2019 5:00 p.m. An addendum summarizing all questions
and answers will be posted to the County’s website. Firms who have notified the County of their intent to submit a statement of qualification along with the email address will be sent the addendum upon posting.

2.4 – Communication
Firms may not have communications, verbal or otherwise, concerning this RFQ with any personnel or boards from New Hanover County, other than the person listed in this section which is Sara Warmuth, Director email swarmuth@nhcgov.com. If any vendor attempts any unauthorized communication, the bid may be rejected.

2.5 - Cost of Preparation of Response
Costs incurred by prospective Firms in the preparation of the response to this Request for Qualifications are the responsibility of the Firm and will not be reimbursed by The County.

2.6 – Selection Process
Each firm will be evaluated based upon information provided in the Selection Criteria. From such review the county will rank each firm and will negotiate a contract with the highest ranked firm. 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.

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.

2.8 - Execution of Agreement
The successful Firm will be required to enter into a formal agreement that is consistent with the requirements outlined within. A copy of the contract is attached.

2.9 – Ownership of Documents
All statements of qualifications and accompanying documentation will become the property of New Hanover County at the time the statements are due and as such will not be returned to the firm.

2.10 - Equal Opportunity
The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

The Firm agrees not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Firm agrees to take affirmative action to employ, advance in employment and
otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

Pursuant to GS 143-48, New Hanover County encourages small, minority, physically handicapped, and women firms to submit statements of qualifications in response to this RFQ.

2.11- Indemnity
The successful Firm shall indemnify and hold the County, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by the Successful Firm hereunder, resulting from the negligence of or the willful act or omission of the Firm, his agents, employees and subcontractors.

2.12 – E-Verify
Pursuant to Session Law 2013-418, Contractor shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. County requires an affidavit attesting to Contractor’s compliance. Violation of the provision, unless timely cured, shall constitute a breach of contract.

2.13 - Insurance
Before commencing any work, the Firm shall procure insurance in the Firm’s name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed in this Agreement. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the Bidder, his agents, representatives, employees, or subcontractors, whether such operations are done by himself/herself or anyone directly or indirectly employed by him/her. **Limits of insurance required are detailed in the attached Draft Contract.**

2.14 - Addendum
The package constitutes the entire set of instructions to the firm. 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. The County shall not be responsible for any other instructions, verbal or written, made by anyone. Any changes to the specifications will be in the form of an Addendum which will be sent to all known Firms who are listed with the Finance Office and posted on the County’s website.

You may visit our website at [http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx](http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx), or email swarmuth@nhcgov.com to check for the issuance of any addenda before submitting your statement of qualifications.

2.15 - Right to Reject Bids
New Hanover County reserves the right to accept or reject any or all submittals.
2.16 – Draft Contract
A draft contract is attached for review by the Firm.

2.17 – Submittal Requirements
Firms responding to this Request for Qualifications are requested to submit one (1) copy of their complete statement of qualifications and one (1) electronic copy on USB.
Section 3 – Scope of Services – Selection Criteria

The firm must demonstrate its competence of each key consultant's qualifications with respect to the published evaluation factors for front end engineering design services. Evaluation factors 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 front end engineering design study. (45%)
   a. Experience and roles of staff members.
   b. Recent experience with similar type projects, specifically if at a 24/7 facility.

2. Past performance on similar projects. (40%)
   a. Specific technical knowledge of switchgear.
   b. Experience designing similar sized systems in 24/7 facilities.

3. Specific internal quality control procedures proposed for projects of this nature. (15%)
   a. 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.
   b. Do you have a written quality control plan?
NORTH CAROLINA

PROFESSIONAL SERVICES AGREEMENT

NEW HANOVER COUNTY

THIS AGREEMENT made and entered into this _____ day of
_____________ 20___ by and between NEW HANOVER COUNTY a political subdivision
of the State of North Carolina, hereto referred to “County”; and
______________________________________________, 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 front end engineering design service study for the New Hanover County Detention Center switchgear upgrades, 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 thirty (30) 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 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. **Professional Liability Insurance**

   7.2.1 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.

7.2.2 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.

7.3. **Deductibles and Self-Insured Retentions**

7.3.1 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.

7.3.2 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.

7.4. **Miscellaneous Insurance Provisions**

7.4.1 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.

7.4.2 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.

7.4.3 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.

7.5. **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.
7.6. Evidence of Insurance

7.6.1 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.

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

7.6.3 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.

7.7. 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.

7.8. Conditions

7.8.1. 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.

7.8.2. 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.

7.8.3. Professional shall promptly notify the New Hanover Property Management 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.

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

7.8.5. 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.

7.8.6. 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.

7.8.7. 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.

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

7.8.9. 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: Scott Gordon
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]