

**THE HEALING PLACE OF NEW HANOVER COUNTY
SPECIAL INSPECTIONS**

REQUEST FOR QUALIFICATIONS

RFQ 21-0266



Due date: December 17, 2020

Time: 3:00 pm

Receipt Location:

200 Division Drive

Wilmington, NC 28401

General Information

Advertisement	Tuesday, December 1, 2020
Deadline for Questions	Wednesday, December 9, 2020 by 3:00 PM
Response to questions on or before	Friday, December 11, 2020 by 3:00 PM
Deadline for Receipt of Statements of Qualifications	Thursday, December 17, 2020 by 3:00 PM New Hanover County Attn: Kevin Caison 200 Division Drive Wilmington, NC 28401
Date for Award of Contract	January 2021

The purpose of this Request for Qualifications is to solicit qualifications from qualified applicants to provide a Special Inspections and Material Testing services for the construction of The Healing Place of New Hanover County that will be located at 1000 Medical Center Drive in Wilmington North Carolina. Please review the complete project description located within this document.

New Hanover County will be constructing a 200 bed group home residential use facility. The campus will be comprised of 5 one story, type IIB construction, fully sprinklered buildings. The buildings will include:

1. Administration/Education building – 17,884sf
2. Dining/Shelter/Storage building – 19,999sf
3. Women’s Residential building – 10,205sf
4. Men’s Residential building – 10,041sf
5. Detox building – 6,753sf

Link to Construction Permit Set below:

<https://www.dropbox.com/sh/vrfa170mn6uiqjo/AAApimkFrieH2bSZqcLwBkrka?dl=0>

Special Inspection and Material Testing services will be required throughout the project which is scheduled to begin in February 2021 and be complete by April 2022. The Special Inspections Material Testing required for the project are listed in detail in the plans and specifications produced by IS Design Architecture and their design team. Please see the attached plan sheets and specification pages listing the requirements applicable to this project. Complete plans and specifications will be made available to the firm selected to move into the fee proposal phase. **Please do not submit any pricing, estimates or quotes during this Qualification Request phase.**

New Hanover County requests qualifications from firms experienced in Special Inspections and Material Testing 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 **3:00pm Thursday December 17th, 2020**.

Contracting Office Address

New Hanover County
Attn: Kevin Caison
200 Division Drive
Wilmington, NC 28401
(910) 798-4338
kcaison@nhcgov.com

Please submit questions electronically via email to kcaison@nhcgov.com and in the subject line note “**RFQ-21-0266 The Healing Place of New Hanover County SI.**” Deadline for questions is by **3:00pm Wednesday December 9, 2020**. 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 **3:00pm Friday December 11, 2020**.

Verbal information obtained otherwise will not be considered in the awarding of the proposal.

Selection Criteria

The firm must demonstrate its competence of each key consultant's qualifications with respect to the published evaluation factors for Special Inspections & Material Testing 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 Special Inspections & Material Testing services. (30%)

- active professional registration in North Carolina
- experience 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 similar type buildings

Capacity of the proposed team to accommodate the construction schedules for this facility:
(25%)

- Please list all current and pending projects for the proposed team members
- Clearly show the office location of all team members that will be doing the actual work

2. Past performance on the same projects listed in SF330: (35%)
 - cost control techniques employed by the firm as demonstrated by the ability to establish an accurate project budget.
 - Describe how you handle the SI process from kickoff to completion
3. 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

Each firm will be evaluated based upon information provided in the Selection Criteria listed above. 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.

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 four (4) 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 December 17th at 3:00 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

A. Commercial General Liability

1. Vendor shall maintain Commercial General Liability and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$5,000,000 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.
2. CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering Commercial General Liability 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).
3. New Hanover County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 10 & CG 20 37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the vendor and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to New Hanover County, its officers, officials, agents, and employees.
4. The vendor's Commercial General Liability insurance shall be primary as New Hanover County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the New Hanover County, its officers, officials, and employees shall be excess of and not contribute with the vendor's insurance.

B. Workers' Compensation and Employer's Liability

1. Vendor shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.
2. The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$5,000,000 each accident for bodily injury by

accident, \$5,000,000 each employee for bodily injury by disease, and \$5,000,000 policy limit.

3. The insurer shall agree to waive all rights of subrogation against the New Hanover County, its officers, officials, and employees for losses arising from work performed by the contractor for the New Hanover County.

C. Business Auto Liability

1. Vendor shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$5,000,000 each accident.
2. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.
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.
4. The vendor's Business Auto Liability insurance shall be primary as respects New Hanover County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the New Hanover County, its officers, officials, and employees shall be excess of and not contribute with the vendor's insurance.

D. Professional Liability Insurance

1. Contractor shall maintain in force for the duration of this contract professional liability or errors and omissions liability insurance appropriate to the contractor's profession. Coverage as required in this paragraph shall apply to liability for a professional error, act, or omission arising out of the scope of the contractor's services as defined in this contract. Coverage shall be written subject to limits of not less than \$ 1,000,000 per loss.
2. If coverage required in paragraph 1. above is written on a claims-made basis, the Contractor 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 2 years beginning from the time that work under the contract is complete.

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.

Iran Divestment Act of 2016 Compliance Pursuant to N.C.G.S. 147-86.55 et. seq.

The Act requires that the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any contractor or subcontractor found on the State Treasurer's Final Divestment List. Contractor certifies that it or its subcontractors are not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-85.60. 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.

Certificate of Authority

Subject to several statutory exceptions, a business entity incorporated or organized in a state other than North Carolina must obtain a certificate of authority from the North Carolina Secretary of State prior to transacting business in the State. See [G.S. 55-15-01\(a\)](#) (business corporations); [G.S. 55A-15-01\(a\)](#) (nonprofit corporations); [G.S. 57D-7-01\(a\)](#) (limited liability companies); [G.S. 59-902\(a\)](#) (limited partnerships); [G.S. 59-91\(a\)](#) (registered limited liability partnerships); [G.S. 55B-16\(a\)](#) (professional corporations). When the requirement applies, the foreign entity transacting business in the State is responsible for obtaining a certificate of authority—not the domestic (i.e., North Carolina) corporations, public entities, or individuals with whom the foreign entity might contract.

Right to Reject

The County reserves the right to reject any and all submittals received in response to this request.

STATE OF NORTH CAROLINA PROFESSIONAL SERVICES AGREEMENT
NEW HANOVER COUNTY

THIS AGREEMENT made and entered into this _____ **day of**
_____ **2020** 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 Special
Inspections & Material Testing Services per the engineered plans for the Healing Place
of New Hanover County located 1000 Medical Center Drive, Wilmington, N.C., as more
specifically described in 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 fifteen (15) months
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 27 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of Professional; products and completed operations 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 \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 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 \$1,000,000 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.

7.8. 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.

7.9. Conditions

7.9.1. 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.

7.9.2. 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.

7.9.3. Professional shall promptly notify the New Hanover County 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.

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

7.9.5. 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.

7.9.6. 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.

7.9.7. 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.

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

7.9.9. 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 Board of Commissioners. In the event of non-appropriation of funds by the 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.

[SEAL]

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 Secretary _____, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed and sealed in its name by its President.

WITNESS my hand and official seal, this ____ day of _____, 2020.

Notary Public

My commission expires: _____

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NEW HANOVER COUNTY DIGITAL SIGNATURE PAGE FOLLOWS EXHIBIT A]***