



**REQUEST FOR QUALIFICATIONS
LINCOLN COUNTY, NORTH CAROLINA
RFQ NO.: 2019-1031**

1. INTRODUCTION

Lincoln County is requesting that qualified firms and organizations submit a Statement of Qualifications to provide professional architectural and engineering services for the design of a new Emergency Services Facility to house EMS, Emergency Management, Fire Marshall and Back-Up PSAP. Submittal information, scope of services, statement of qualifications content, selection process, and general terms and conditions are summarized in this request for qualifications.

2. SUBMITTAL INFORMATION

2.1 Due Date

Statements of qualifications shall be submitted no later than 5:00 PM on Thursday, October 31, 2019.

2.2 Submit To

Submit statements of qualifications addressed to:

**LINCOLN COUNTY MANAGER'S OFFICE
C/O JOHN HENRY
PURCHASING OFFICE
353 N. GENERALS BLVD.
PO BOX 738
LINCOLN, NC 28092
Phone: 704-736-8478
Email: jhenry@lincolncounty.org**

Submit information in a sealed package clearly marked with the following:

**Response to RFQ No. 2019-1031
Emergency Services Center
Lincoln County, North Carolina**

2.3 Quantity and Format

Provide two (2) hard-copies and one (1) electronic copy, on a flash drive, of the statements of qualifications. Respondents shall provide responses in a single

bound volume. Respondents are encouraged to be mindful of the environment and prepare responses economically and simply. Double sided printing is required. Responses shall be limited to 5 sheets total including a cover letter, cover, and separation pages or tabs.

2.4 Questions, Clarification, and Interpretation

All questions, clarifications, discrepancy in, or omissions and interpretation concerning this request for qualifications shall be submitted in writing no later than Wednesday, October 16, 2019 by email, to jhenry@lincolncounty.org. The County will issue addenda in response to questions and to provide clarifications before 5:00 pm, Friday, October 18, 2019. No contact shall be made with County personnel other than the contact listed above for Questions, Clarifications, and Interpretation. The County will not be responsible for any oral representations or instructions.

3. SCOPE OF SERVICES

The selected firm will be required to perform the full architectural and engineering services, including site plan, to be specified more fully in a contract agreement to be negotiated after selection. The contract agreement will provide for payment for phases of work completed with options to proceed through all phases or to discontinue work as the circumstances may dictate. Upon the initial selection of a Respondent based upon qualifications, with which negotiations will proceed, a Scope of Work will be developed. Lincoln County anticipates a contract which will include schematic and cost estimations for the project; however, Lincoln County reserves the right to include additional project elements in the initial or subsequent professional services agreements as Lincoln County may (in its sole discretion) deem appropriate. The selected firm will be required to retain and be responsible for all basic engineering disciplines such as mechanical, electrical, plumbing, fire protection, landscape architecture, civil engineering, and structural engineering as appropriate for the Scope of Work negotiated. The firm is also required to identify and select the appropriate sub-consultants; however, Lincoln County reserves the right to approve proposed sub-consultants that will be associated with each project.

The awarded firm may be requested to:

- a. Attend meetings with the County Administrative staff as necessary
- b. Attend Board of County Commissioners meetings as necessary
- c. Consult with the County on budgetary and funding matters
- d. Consult with the County on project scheduling considerations

See attached conceptual drawing for reference.

3.1 SCOPE PARAMETERS

If a Respondent identifies an additional element not included in this RFQ, which in its judgment would be essential to accomplish the intended objectives as articulated in this RFQ, the Respondent or should identify this element in its proposal and explain in detail why the County should consider including this element within the scope of services. Conversely, if a Respondent or identifies a task within the RFQ that it believes could be modified or deleted without impacting the objectives of the RFQ, the Respondent or should provide an explanation as to why the task should be deleted or modified. The County reserves the right to accept or reject all additions, deletions or modifications recommended.

4. STATEMENT OF QUALIFICATIONS CONTENT

Statement of qualifications shall include the following information:

- Company overview;
- Length of time in business doing type of work described in RFQ;
- Summary of qualifications, technical competence, and experience;
- Description of the proposed project understanding and approach;
- Primary office location for services and availability of project personnel;
- List of proposed sub-consultants for potential design work, particularly as they relate to structural, electrical and soil bearing capacity of the proposed sites.
- Listing of similar projects;
- List litigation involving the respondent related to similar work in which the plaintiff substantially prevailed (list individually and for the company);

5. RESPONDENT’S RESPONSIBILITIES

It is the Respondent’s responsibility to meet the entire intent of these specifications. Respondents shall carefully examine the terms of this document and shall judge for themselves all the circumstances and conditions affecting their proposal. Failure on the part of any Respondent to make such examination and to investigate thoroughly shall not be grounds for any declaration that the Respondent did not understand the terms and conditions herein. The County of Lincoln shall not be liable for any costs associated with the preparation, transmittal, or presentation of any response or materials submitted in response to the RFQ. It is the responsibility of each Respondent to: 1) Examine the RFQ documents thoroughly; 2) Consider federal, state and local laws and regulations that may affect the proposal and 3) consider and investigate any other legal, regulatory and or financial issues that the Respondent feels should be addressed related to the award of the intended contract. .

6. SELECTION PROCESS

The County will review the submittals based on, though not limited to, the above criteria.

After review of qualifications, the County may interview select Respondents or may make a direct selection from the proposals received.

County reserves the right to negotiate and contract with the Respondent(s) deemed suitable to provide the requested services. The County reserves the right to reject any and all statements of qualifications and to evaluate at its discretion the statements of qualifications. The County reserves the right to award the contract based on the selection criteria and according to the statements of qualifications and demonstrated knowledge and ability which best serves the County and its interests.

7. GENERAL TERMS AND CONDITIONS

7.1 Contract Time

Lincoln County wishes to enter into an agreement for professional services for design and construction services. The County and the selected firm will discuss and determine contract time during negotiations.

7.2 Contract Scope

The scope, price, and contract for the specific project will be established and negotiated between the County and consultant upon selection of the consultant by the County.

LINCOLN COUNTY GENERAL CONTRACT TERMS AND CONDITIONS

As used herein, the terms “Service Provider,” “Vendor” and “Contractor” may be used interchangeably to refer to the party contracting with Lincoln County pursuant to that Contract or Proposal made pursuant to an RFP (as the case may be) of which these Terms and Conditions have been made a part.

1. **DEFAULT AND PERFORMANCE BOND:** In case of default by the Contractor, the County may procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. Lincoln County reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to the County.
2. Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, Lincoln County may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the County, and debar the Contractor from doing future business with Lincoln County.
3. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. Lincoln County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
4. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.
5. **TAXES:** Any applicable taxes shall be invoiced as a separate item. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates); collect(s) the appropriate taxes.
6. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
7. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
8. **NO COLLUSION OR CONFLICT OF INTEREST:** By responding to this RFP, the Service Provider shall be deemed to have represented and warranted that the Proposal is not made in connection with any competing Service Provider submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud.

- 9. INSPECTION AT CONTRACTOR'S SITE:** Lincoln County reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for the County's determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
- 10. PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Lincoln County is responsible for all payments to the Contractor under the contract.
- 11. AFFIRMATIVE ACTION:** The Contractor will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
- 12.** Title VI is part of the Civil Rights Act of 1964, as amended, and its implementing regulations provide that no person shall be subject to discrimination on the basis of race, color or national origin under any program or activity that receives federal financial assistance.
- 13.** For our purposes, "national origin" equates to individuals who have a limited proficiency with the English language and their primary language is not English, hence, the term "limited English proficiency" or LEP.
- 14. CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
- 15. STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
- 16. PATENT:** The Contractor shall hold and save Lincoln County, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
- 17. ADVERTISING:** Contractor agrees not to use the existence of this contract or the name of Lincoln County as part of any commercial advertising.

18. ASSIGNMENT: No assignment of the Contractor’s obligations nor the Contractor’s right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Contractor, Lincoln County may:

- a. Forward the Contractor’s payment check directly to any person or entity designated by the Contractor, and
- b. Include any person or entity designated by contractor as a joint payee on the Contractor’s payment check.
- c. In no event shall such approval and action obligate Lincoln County to anyone other than the Contractor, and the Contractor shall remain responsible for fulfillment of all contract obligations.

19. INSURANCE COVERAGE and GENERAL REQUIREMENTS: During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:

- a. Coverage:
- b. **Workers’ Compensation** - The Contractor shall provide and maintain Workers’ Compensation Insurance, as required by the laws of North Carolina, as well as employer’s liability coverage with minimum limits of \$150,000.00, covering all of Contractor’s employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- c. **Commercial General Liability** - Contractor shall maintain Commercial General Liability insurance, including coverage for products and completed operations liability, contractual liability, liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of not less than \$1,000,000.00 per occurrence, and \$1,000,000.00 annual aggregate. The limits may be satisfied by a combination of primary and excess insurance. The coverage shall be written on an occurrence basis.
- d. **Automobile** - At all times while the Contractor’s representatives are conducting on-site work, the Contractor shall maintain Business Auto insurance for any owned, hired, rented, or borrowed vehicle with a limit of not less than \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess insurance.
- e. General:
- f. Prior to beginning the work, Contractor shall provide written evidence of insurance as requested by the County to confirm that these insurance requirements are satisfied.
- g. Lincoln County shall be named as an additional insured under Contractor’s automobile and general liability insurance. In the event of a loss arising out of , or related to the Contractor’s services performed under this Agreement,

Contractor's Liability insurance shall be primary (pay first) with respect to any other insurance which may be available to the County, regardless of how the "other insurance" provisions may read.

- h. The workers compensation policy must contain a waiver of subrogation in favor of the County.
 - i. Contractor shall be responsible for insuring all of his/her own personal property, improvements, and betterments.
 - j. All insurance policies put forth to satisfy the above requirements shall require the insurer to provide a minimum of thirty (30) days notice to the County of any material change in coverage, cancellation, or non-renewal.
 - k. All insurance put forth to satisfy the above requirements shall be placed with insurance companies licensed to provide insurance in the State of North Carolina. Any deductibles or self-insured retentions in the required insurance shall be subject to approval by the County.
 - l. Contractor shall provide certificates of insurance to the County as evidence of the required coverage. Contractor agrees to provide complete copies of policies if requested. Failure of Contractor to provide timely evidence of insurance, or to place coverage with insurance, or to place coverage with insurance companies acceptable to the County, shall be viewed as Contractor's delaying performance entitling the county to all appropriate remedies under the law including termination of the contract.
- 20. GENERAL INDEMNITY:** The Contractor shall hold and save Lincoln County, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the Contractor provided that the contractor is notified in writing within 30 days that the County has knowledge of such claims. The Contractor represents and warrants that it shall make no claim of any kind or nature against Lincoln County's agents who are involved in the delivery or processing of contractor goods to the County. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
- 21. CONTRACT AND OR AGREEMENT TERM LENGTH:** The duration of this contract and or agreement shall be for one year unless noted on the signature page. No contract and or agreement shall extend 60 days past the renew date. Contract and or agreements may be extended, upon agreement of the parties, for up to a total of five years from the original contract or agreement date. However; the contract and or agreement will not be automatically renewed past the contract and or agreement dates listed on the initial signature page.
- 22. CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least ninety (90) days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the

protection of both parties, this contract may be canceled in whole or in part by either party by giving thirty (30) days prior notice in writing to the other party.

- 23. QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.
- 24. PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period, must be general, either by reason of market change or on the part of the contractor to other customers.
- a. Notification:** Must be given to the issuing purchasing authority, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
 - b. Decreases:** The County shall receive full proportionate benefit immediately at any time during the contract period.
 - c. Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with the County reserving the right to accept or reject the increase, or cancel the contract. Such action by Lincoln County shall occur not later than 15 days after the receipt by Lincoln County of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
 - d. Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.
- 25. CRIMINAL CONVICTIONS CHECKS:** Lincoln County is committed to providing a crime free environment for its staff and citizens. If the contractual requirements requires your personnel will have access to various areas of County Facilities. The County reserves the right to require a criminal convictions check on owners, officers, employees and any other workers of the Contractor and their subcontractors at any time upon written request. The Contractor or the Contractor's direct representative shall accompany all new employees to the jobsite and present them to the Contract Administrator. At that time, if a criminal convictions check has been requested the Contractor shall provide a criminal history (not a letter) including traffic records, by presenting a document from a reputable company providing statewide searches covering a minimum of the last seven (7) years to the Contract Administrator. The criminal history shall match the name on state issued picture identification card. Out of state searches shall be required for persons living in the state of North Carolina for less than seven (7) years. The names, addresses and birth dates of each person that enters County property (including the owners and subcontracts) in the performance of this contract shall be supplied with the criminal history on company letterhead signed by a representative duly authorized to sign on behalf of the company. This history shall be provided to the Contract Administrator at least twenty-four (24) hours prior to any person performing work under this contract. Persons without this criminal history may be turned away and not

allowed to work on any property owned or utilized by the County until proper documentation is submitted and approved by the Contract Administrator.

26. The County reserves the right to keep any person from being assigned to work on its property if that person (1) has been convicted of a criminal offense since the age of eighteen (18), or (2) been found at any time to have an outstanding warrant or a pending court case, or, (3) if related to his/her work at the County, has current habitual problems with traffic related issues such as no driver's license, no vehicle tags, and/or no insurance. The Contractor must disclose the criminal convictions records of all persons proposed to work on property with the designated county official.

27. During the term of this contract, the Contractor shall comply with these procedures for any new owner, officer, employee and any other worker of the Contractor and their subcontractors upon proper written notification by the Contract Administrator.

28. The Contract Administrator shall maintain all criminal convictions checks in a secure locked container for the term of the contract. At the end of the contract period the Contract Administrator shall ensure that the files have been returned to Contractor or destroyed in such a manner as to prevent disclosure of any kind.

29. EMPLOYEE VERIFICATION: Contractor shall verify and provide photo identification of each of its employees, and require the same of any subcontractors hired by Contractor. Contractor shall further utilize employees or subcontractors that speak fluent English such that they can understand any directions of the Contractor or County, and be understood in their responses thereto. Contractor at all times it is entered into a contract with Lincoln County shall comply, to the extent applicable, with Article 2 of Chapter 64 of the North Carolina General Statutes, and shall further ensure that any subcontractors performing work for Company shall at all times comply with Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall further execute an affidavit on a form provided by Lincoln County averring such compliance as stated herein.

30. IRAN DIVESTMENT ACT: For new procurements and new, renewed, or assigned contracts with Lincoln County on or after February 26, 2016, each bidder or vendor must affirm that it is not listed on the State Treasurer's Final Divestment List found at www.nctreasurer.com/Iran as of the date of signature. The certification shall be due at the time a bid is submitted or the time a contract is entered into, renewed, or assigned. (G.S. 147-86.55-69)

31. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Lincoln County. (G.S. 147-86.55-69.) Any existing contracts with these Iran-linked persons will be allowed to expire in accordance with the contract's terms. (G.S. 147-86.55-69.) Contracts valued at less than \$1,000.00 are exempt from this restriction. (G.S. 147-86.55-69.) In addition, Lincoln County may contract with, but is not required to, a listed individual or company if it makes a good-faith determination that (1) the commodities or services are necessary to perform its functions and (2) that,

absent such an exemption, it would be unable to obtain those commodities or services. (G.S. 147-86.55-69.) Any such exemption shall be entered by Lincoln County into the procurement record. The Act provides that vendors to Local Government Units may not utilize any subcontractor found on the State Treasurer’s Final Divestment List. (G.S. 147-86.55-69.) It shall be each vendor’s responsibility to monitor its compliance with this restriction.

32. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL: NCGS 147 Article 6G Effective November 1, 2017

