

# **Request for Statements of Qualifications (RFQ)**

**for**

**Fire Station 4 Building and Property Renovations & Improvements**



**Department:** Fire Department

**RFQ # 2023-19**

**Issue Date: 05/16/2023**

**Questions due by: 05/30/2023 @ 3:00 pm**

**Submittal deadline: 06/13/2023 @ 3:00 pm**

**Direct all questions for this RFQ to:**

Ricky Wilson

Purchasing Manager

Email: [rvwilson@wilsonnc.org](mailto:rvwilson@wilsonnc.org)

## **INTRODUCTION:**

The City of Wilson invites architectural and engineering firms to submit qualifications to provide professional design, engineering, and construction administration/management services for the Renovations at Fire Station 4 included in the description of project below. The construction/renovation work will be bid collaboratively and separately by the City and selected firm.

### **Fire Station 4 Exterior:**



## **SCOPE OF SERVICES:**

The City of Wilson will expect the selected architectural and engineering/consulting firm after award to provide the following services needed in conjunction with the proposed Fire Station 4 Buildings and Property Renovations & Improvements:

- Detailed engineering specifications and plans for the renovations and improvements of the Fire Station, adjacent storage building, house/property located behind the station, infrastructure, and other property improvements.
- Bid and Contract Administration/Management
- Construction management of the project until completion

## **DESCRIPTION OF PROJECT:**

Fire Station 4 building, adjacent storage building and property - Brentwood Station is located at the intersection of Forest Hills and Ward Boulevard at 109 Forest Hills Rd. Wilson, NC. The adjacent house/property which is located at 1912 Branch St. Wilson, NC is also included the scope of this project along with any other improvements on the existing properties. Extensive renovations and improvements will need to be completed to bring the buildings and property up to applicable building code and safety and health

standards. The City is also looking for the firm to provide a layout that is updated for improved efficiencies for the City services provided at that station. Firm is desired to have experience with building, infrastructure, and landscaping improvements and renovations.

### **QUALIFICATION RESPONSE CONTENTS:**

The following information must be included in all responses to this Request for Qualifications (RFQ):

**1)** Experience of the firm to provide the requested architectural and engineering services including prior experience with similar projects such as renovations. Individuals or firms should also provide the following information and acknowledge all RFQ content:

- a) Name of firm and mailing address;
- b) Name and telephone number of the principal contact;
- c) Resumes of key employees to be assigned to the project;
- d) Current company brochure, if available.
- e) Completed and signed E-Verify affidavit
- f) HUB/Minority Business identification and outreach
- g) Signed Execution of proposal

**2)** Provide at least three references and examples of statements of previous work on renovation and improvement projects. (Preferably a combination of building, infrastructure, and landscaping)

**3)** Management & Staffing: Describe the management plan to be used and staffing configurations and project schedule illustrating start and completion dates for all major tasks.

**4)** For the purpose of evaluation, the Architect/Engineer is requested to provide a proposed hourly rate for each project team member. The hourly rate should include direct labor, fringe benefits, indirect costs, expenses, and profit. The Response should not include other types of fees other than the unit price information. Fee will not be the sole criteria for selection.

**5)** The Response should specifically relate the firm's experience and other qualifications to each and every required service.

**DEADLINE FOR SUBMISSION OF QUALIFICATION RESPONSES:**

A response with the firm’s qualifications, i.e., the firm’s demonstrated competence and qualifications for the architectural and engineering services required, must be received by **3 PM on Wednesday, June 13, 2023** at the following address.

<b>By mail:</b>
City of Wilson (Attn:) Purchasing
P.O. Box 10
Wilson, NC. 27894-0010
<b>Hand Delivery:</b>
City of Wilson (Attn:) Purchasing
1800 Herring Ave E.
Wilson, NC. 27893

\*\*Submittals may be hand deliver RFQs to the Purchasing Office, or if preferred, UPS and FedEx make daily deliveries to our office. If using any other delivery method allow ample time for delivery. Proposals not received by the deadline stated will not be considered.

**CRITERIA FOR EVALUATION/AWARDS:**

Proposals will be reviewed and evaluated by a review team consisting of representatives of City of Wilson Fire Department Staff and potentially other City of Wilson staff. A recommendation will be forwarded to the City of Wilson’s City Manager or designee for approval, subject to negotiation of fair and reasonable compensation. The selected Architect/Engineer will be notified by mail and/or e-mail of the City’s selection. The following factors will be used in evaluating proposals and awarding of a contract based on demonstrated competence and qualification for the type of services described herein:

- 1) **Work Plan/Technical Approach/Understanding of Program** – Detail of proposal, specific work methods and products identified, understanding of project process **(25 points)**;
  
- 2) **Experience of Firm** – Past involvement of firm with similar renovation projects. References of past involvement and resumes of key staff **(25 points)**;

3) **Qualifications of Staff Assigned to Project/Work Management Plan/Experience of Proposed Personnel** – Identification of staff assignments, roles, and responsibilities. Identification of staff experience **(15 points)**;

4) **Understanding of Area** – Responsiveness of firm to elements in RFQ, familiarity with geographic area, buildings, property, etc. **(25 points)**;

5) **Unit Pricing Only** – Selection will be made without regard to fee other than unit price information at this stage. Do not submit a fee for the work at this time. The City of Wilson will attempt to negotiate price with the successful proposer **(10 points)**;

**Questions should be submitted to:**

Ricky Wilson, Purchasing Manager

E-mail: [rwilson@wilsonnc.org](mailto:rwilson@wilsonnc.org) \*\*Between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Questions received after the deadline will not be answered.

**RFQ TIMELINE:**

Provided below is a list of the anticipated schedule of events related to this solicitation. The City reserves the right to modify and/or adjust the schedule to meet the needs of any project(s). All times are shown in Eastern Time (ET):

<b><u>RFQ Process</u></b>	<b><u>Date and Time</u></b>
RFQ Advertisement Date	05/16/2023
Deadline for Written Questions	05/30/2023 @ 3:00 pm
City Response to Questions (anticipated)	05/31/2023
RFQ Due Date	06/13/2023 @ 3:00 pm
RFQ Award	TBD

## **CONDITIONS, CLARIFICATIONS, AND RESERVATIONS:**

- 1.) The selected engineer must be able to comply with applicable local, state, and or federal regulations associated with this project. State Licensure requirements apply.
- 2.) A response to this RFQ should not be construed as a contract or commitment of any kind.
- 3.) City of Wilson will negotiate a contract after notice of award for architectural/engineering services with the most qualified firm. If a contract cannot be negotiated with the best qualified firm, negotiations with that firm shall be terminated and initiated with the next best qualified firm.
- 4.) City of Wilson is an equal opportunity employer and service provider.
- 5.) Minority firms or businesses as defined by GS 143-28.2(g) are encouraged to submit proposals. Per GS 143-64.31(a), The City of Wilson will use good faith efforts identified in the City of Wilson Minority Business Participation Plan to notify minority firms or businesses of the opportunity to submit qualifications herein.
- 6.) The City reserves the right to reject any or all proposals if it is considered and deemed in its best interest. Any requirements that cannot be met must be added in the proposal response. Proposers must respond to the entire (RFQ). Any incomplete proposal may be eliminated from competition at the discretion of the City.
- 7.) Any costs incurred by Firm in preparing or submitting offers are the Firm's sole responsibility; the City will not reimburse any Firm for any costs incurred or associated with the preparation of proposals.
- 8.) To ensure firms are receiving bid opportunities, addenda, changes, and to obtain company information to have on file at the City. Firm's must register with our Vendor Registration system through Vendor Registry at the following link.  
<https://vrapp.vendorregistry.com/Vendor/Register/Index/city-of-wilson-nc-vendor-registration?passSelection=True>

*\*A resident firm providing architectural/engineering services shall be granted a preference over a nonresident firm, in the same manner, on the same basis, and to the extent that a preference is granted in awarding contracts for these services by the other state to its resident firms over firm's resident in the State of North Carolina. For purposes of this section, a "resident firm" is a firm that has paid unemployment taxes or income taxes in North Carolina and whose principal place of business is located in this State. GS 143-64.31(a1) (2014).*

**GENERAL  
CONTRACT TERMS  
& CONDITIONS**

1. **DEFAULT:** In case of default by the firm, the City of Wilson may procure the articles or services from other sources and hold the firm responsible for any excess cost occasioned thereby.
2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alternation of the material, quality, workmanship or performance of the items prior to delivery, it shall be the responsibility of the firm to notify, in writing, the issuing purchasing office at once, indicating the specific regulation, which required such alternations. The City of Wilson reserves the right to accept any such alternations, including any price adjustments occasioned thereby, or to cancel the contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the firm are dependent upon and subject to the availability of funds to the City for the purpose set forth in this agreement.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item. The City is not exempt from local or North Carolina sales tax.
5. **SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which state all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of a correct invoice or acceptance of goods, whichever is later.
7. **NON-DISCRIMINATION:** The Firm will take necessary action to comply 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 on the basis of any prohibited grounds as defined by Federal and State law.
8. **INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY:** Firm shall hold and save the City, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with The Contract.
9. **TERMINATION FOR CONVENIENCE:** If this contract contemplates deliveries or performance over a period of time, the City may terminate this contract at any time by providing 60 days' notice in writing from the City to the Firm. In that event, any or all finished or unfinished deliverables prepared by the Firm under this contract shall, at the option of the City, become its property. If the contract is terminated by the City as provided in this section, the City shall pay for those items for which such option is exercised, less any payment or compensation previously made.
10. **ADVERTISING:** Firm agrees not to use the existence of The Contract or the name of the City as part of any commercial advertising or marketing of products or Services. A firm may inquire whether the City is willing to act as a reference by providing factual information directly to other prospective customers.

**11. ACCESS TO PERSONS AND RECORDS:** An independent auditor shall have access to persons and records as a result of all contracts or grants entered into by the City of Wilson in accordance with General Statute 147-64.7.

**12. ASSIGNMENT:** No assignment of the Firm's obligations nor the Firm'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 Firm, the City may:

- a) Forward the Firm's payment check directly to any person or entity designated by the Firm, and
- b) Include any person or entity designated by Firm as a joint payee on the Firm's payment check. In no event shall such approval and action obligate the City to anyone other than the Firm and the Firm shall remain responsible for fulfillment of all Contract obligations.

**13. INSURANCE:**

**COVERAGE** - During the term of the Contract, the Firm 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 Firm shall provide and maintain the following coverage and limits:

a) **Worker's Compensation** - The Firm shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Firm's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-contracted, the Firm shall require the sub-contractor to provide the same coverage for any of his employees engaged in any work under the Contract within the State.

b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense cost shall be in excess of the limit of liability.

c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

**REQUIREMENTS** - Providing and maintaining adequate insurance coverage is a material obligation of the Firm and is of the essence of The Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Firm shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or The Contract. The limits of coverage under each insurance policy maintained by the Firm shall not be interpreted as limiting the Firm's liability and obligations under the Contract.

**14. GENERAL INDEMNITY:** The Firm shall hold and save the City, 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 The 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 Firm in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Firm provided that the Firm is notified in writing within 30 days from the date that the City has knowledge of such claims. The Firm represents and warrants that it shall make no claim of any kind or nature against the City's agents who are involved in the delivery or processing of Firm deliverables or Services to the City. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.



15. **CONFIDENTIALITY:** Any City information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Firm under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval of the City.
16. **COMPLIANCE WITH LAWS:** Firm shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
17. **ENTIRE AGREEMENT:** This RFQ and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFQ, any addenda hereto, and the Firm's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
18. **AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the City and the Firm.
19. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
20. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defence based on the principle of sovereign immunity or other state or federal constitutional provision or principle that otherwise would be available to the City under applicable law.
21. **E-VERIFY-** Firm understands that E-Verify is the federal E-Verify 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 of authorization of newly hired employees pursuant to federal law in accordance with NCGS 64-25 et seq. Firm is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of Firm's knowledge, any sub-contractors employed by it as a part of this contract comply with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statute.
22. **IRAN DIVESTMENT ACT CERTIFICATION** – Firm certifies that, as of the date listed (2017), it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. Chapter 147 Article 6E. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. Chapter 147 Article 6E, Firm shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
23. **EVALUATION OF BID:** All qualified proposals/bids will be evaluated and award made to the firm(s) whose proposal/bid is deemed to be in the best interest of the City of Wilson, all factors considered. The City of Wilson reserves the right to reject any and all offers if determined in its best interest.

24. **BID/PROPOSAL PUBLIC RECORD:** All proposals/bids received become the property of the City of Wilson and information included therein or attached thereto shall become public record upon their delivery to the city. Submission of a bid/proposal in response to a request constitutes acceptance of all terms and conditions and requirements contained in the request.
25. **RECOMMENDATION OF AWARD:** The recommendation of award by city council if required, represents a preliminary determination and not a legally binding acceptance of the bid or proposal until the city has executed a written agreement in a form agreeable by an authorized city official.
26. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Firm in preparing or submitting offers are the Firm's sole responsibility; the City will not reimburse any Firm for any costs incurred or associated with the preparation of proposals.
27. **VENDOR REGISTRATION:** All vendors, firms, contractors, companies (new, current or potential) must register with our Vendor Registration system through Vendor Registry at the following link. <https://vrapp.vendorregistry.com/Vendor/Register/Index/city-of-wilson-nc-vendor-registration>
28. **REGULATIONS:** The selected architect/engineer must be able to comply with applicable state regulations associated with this project. State licensure requirements apply.
29. **GIFTS AND FAVORS:** Architectural/Engineering Firms shall become aware of and comply with laws related to gifts and favors, conflicts of interest and the like, including N.C.G.S. §14-234, N.C.G.S. §133-1, and N.C.G.S. §133-32

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**STATE OF NORTH CAROLINA**

**COUNTY OF WILSON**

**AFFIDAVIT**

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by

and on behalf of \_\_\_\_\_ (the entity bidding on project hereinafter

"Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify 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 in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State.

(mark Yes or No) YES \_\_\_\_\_ No \_\_\_\_\_

4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Signature of Affiant:**

Print or Type Name: \_\_\_\_\_

State of North Carolina County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me, this the \_\_\_\_\_

day of \_\_\_\_\_, 2023.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)



**EXECUTION OF PROPOSAL**

By submitting this proposal, the potential Architectural/Engineering Firm certifies the following:

- This proposal is signed by an authorized representative of the Firm.
- The potential Architectural/Engineering Firm has read and understands the conditions set forth in this RFQ to include any addenda and all attached exhibits and agrees to them with no exceptions.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_