



**REQUEST FOR QUALIFICATIONS
FOR
ARCHITECTURAL SERVICES FOR
SENIOR CENTER EAST**

Statements of Qualifications will be received until:

5:00 p.m., Friday, March 22, 2019

Contact: **Kimberly Toon**, Purchasing Manager
City of Fayetteville
Finance Department - Purchasing Office
433 Hay Street
Fayetteville, NC 28301
ktoon@ci.fav.nc.us
910-433-1942

A message from the City of Fayetteville City Manager, Douglas J. Hewett, ICMA-CM

The City of Fayetteville is fully committed to provide Small Local Business Enterprises (SLBE's) an equal opportunity to participate in all aspects of City contracting including, but not limited to participation in the procurement of contracts relating to the construction of and improvements to facilities throughout the City. It is also the policy of the City to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, sex, color, religion or national origin and to conduct its contracting and purchasing programs so as to prevent such discrimination. The City is also committed to follow all applicable State and Federal law as they relate to procurement practices.

The City will actively seek and identify qualified SLBE's and offer them the opportunity to participate in the procurement of contracts for all City purchasing and service contracts as well as construction and repair contracts.

The City aspires to spend 40% of its eligible contract dollars with small local suppliers and contractors. Towards this end the City's Charter has been amended by the General Assembly (H.B. 198) to allow the City to establish a race and gender neutral small business enterprise program to promote the development of small local businesses. The City is authorized to establish bid and proposal specifications that include subcontracting goals and good-faith effort requirements to enhance participation by small business enterprises located in Cumberland and Hoke Counties.

For more information or questions about the SLBE policy, please contact the Purchasing Division at 910-433-1942.

Douglas J. Hewett
City Manager, ICMA-CM

SENIOR CENTER EAST ARCHITECTURAL SERVICES

1.0 DEFINITIONS

City - the City of Fayetteville

Statement of Qualifications (SOQ) - the response of a person, firm, or corporation proposing to provide the services sought by this RFQ.

Proposer - the person, firm, or corporation that submits an SOQ.

Designer - the Proposer with which the City enters into a contract to provide the services sought by this RFQ.

2.0 OVERVIEW

2.1 Senior Center Project Overview

The City of Fayetteville is located in Cumberland County, North Carolina. Cumberland County is home to 323,838 residents, with roughly two thirds of those residents living within Fayetteville's City limits. The City of Fayetteville provides parks, recreation and leisure services for the county through the Fayetteville-Cumberland Parks and Recreation Department. This department operates recreation facilities throughout both the City of Fayetteville and Cumberland County.

The purpose of this request is to select a firm to provide Architectural services related to the construction of a Senior Center. The Senior Center will be a full-service facility, with a proposed location on the corner of Filter Plant Drive and Murchison Road. The facility is intended to be a minimum of 18,000 square feet. The facility would offer a variety of multi-use space for seniors and will be designed to increase the quality of life for visitors. The desire is to build a facility that is environmentally friendly and has consideration to sustainability.

The Senior Center *may* include the following: Lobby Reception, Library, Video Room, Classroom Space, Art Room, Dance Studio, Fitness Room, Kitchen/Cafe and 2-3 Lane Therapy/Lap Pool.

The selected Firm will be required to perform the architectural services to be specified more fully in a contract agreement to be negotiated after selection. The selected Firm would also be required to work cooperatively with the individuals and/or firms contracted by Fayetteville State University for the site work. 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 selection of a respondent with

whom negotiations will proceed, a Scope of Work will be developed. The City anticipates a contract which will include programming, schematic design, production of computer generated renderings, and cost estimation; however, the City reserves the right to include additional project elements in the initial or subsequent professional services agreements as the City may (in its sole discretion) deem appropriate. The 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 Architect is also required to identify and select the appropriate sub-consultants; however, the City reserves the right to approve proposed sub-consultants that will be associated with the Project.

2.2 Project Schedule

The objective is to have the project under construction by July 2020. The Architect will propose a schedule to achieve this objective as part of their Statements of Qualifications in response to this RFQ.

3.0 PROPOSAL REQUIREMENTS AND SELECTION CRITERIA

3.1 Submittal Requirements

Proposers are urged to include only information that is relevant to this specific project so as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of the RFQ and emphasize the Proposer's demonstrated capability to provide services of this type. All requirements and questions should be addressed and all requested data should be supplied. The City reserves the right to request additional information which, in its opinion, is necessary to ensure that the Proposer's competence, number of qualified employees, business organization and financial resources are adequate to perform according to contract. Each proposal will be reviewed to determine if it is complete prior to actual evaluation. If proposals do not meet the requirements listed herein, they will be disqualified. No exceptions will be granted.

Interested parties should submit a total of eight (8) hard copies and an electronic (pdf) copy emailed to ktoon@ci.fay.nc.us in a single pdf file. The proposal shall be no more than 15 pages.

The proposal must consist of the following information, tabbed as identified and in the order indicated below.

Section 1 – Letter of Transmittal/General Information

- Firm name, year established, address, telephone number, fax number and contact person.
- Identify if the firm is classified as a Disadvantaged Business Enterprise.

- Provide copies of Certificate(s) of Insurance showing General Liability, Automotive.
- Worker's Compensation and Professional Liability coverage.
- State any conflicts of interest your firm or any key individual of the firm may have with these projects or the City.

Section 2 – Personnel

- Specify professional qualifications of key management and staff personnel to be assigned to this project.
- Identify specialty, level of expertise, education and any direct work experience on projects similar in scope to the one being proposed.
- Indicate the role of team members, i.e. project manager, primary client contact, etc. and specify the availability of each.
- Include a proposed organizational chart of key personnel.
- Identify location of key project personnel to be used.

Note: Substitution of other personnel after the selection is made, must be approved by the City of Fayetteville.

Section 3 – Consultants/Sub-consultants/Other Participants

- Provide a list of consultants who would be retained to provide services on the project.
- Provide a synopsis (not to exceed one page) for each to include size of staff, names of key personnel and services to be provided as well as past experience.
- Specify the percentage of work anticipated to be attributed to these consultants.
- Identify Disadvantaged Business Enterprises (DBE) or minority firms to be used.
- Identify location of personnel to be used.

Section 4 – Project and Project Management Experience

- Document expertise in those specific engineering/design tasks and/or technologies required to successfully complete the scope of work associated with this project.
- Describe your firm's cost control measures, billing procedures and project tracking process.
- Describe your firm's experience with developing schedules, preparing estimates and bid documents, and budget control measures.
- Summary of at least five (5) similar projects for which the designer was responsible.
 - Each of the project summaries should include the following:
 - Description of the project, including: size, functions, type of design and year completed.
 - Degree of involvement (principals or consultant).

- Consulting firms involved and their assigned responsibilities.
- Project references including names, addresses, and telephone numbers.

Section 5 – Project Approach and Understanding

- Describe your understanding of the general scope of the project.
- Include a listing and description of each phase of the project and identify key staff who will be assigned to each phase of the project.
- Describe your project management approach and use of alternative engineering/design methods, if any.
- Provide a proposed schedule for completing the project.

3.2 Submittal Deadline and Procedure

Hard copies of the Statements of Qualification shall be submitted no later than **5:00 p.m., Friday, March 22, 2019.** Statements of Qualification shall be submitted to:

City of Fayetteville
Attention: Kimberly Toon, Purchasing Manager
RFQ – Architectural Services for Senior Center East
433 Hay Street
Fayetteville, NC 28301

Electronic copies of the Statement of Qualifications in PDF format shall be submitted to Kimberly Toon, Purchasing Manager via email to ktoon@ci.fay.nc.us. Electronic copies must also be received no later than **5:00 p.m., Friday, March 22, 2019.**

No submittals will be accepted after the date and time stated above.

All questions regarding this RFQ shall be submitted in writing to the Attention of Kimberly Toon, Purchasing Manager by e-mail at: ktoon@ci.fay.nc.us no later than **5:00 p.m., Friday, March 8, 2019.**

Firms are expressly prohibited from contacting any City of Fayetteville officials, employees, or any other party associated with this Request for Qualifications except as noted above. Communication regarding this Request for Qualifications via any medium other than the designated e-mail address above, including phone, personal visits, etc., is prohibited. Violation of these provisions may result in immediate disqualification of the submittal.

3.3 Selection Criteria

Proposals will be evaluated by a committee composed of City management and other staff members familiar with this type of service. Proposals will be evaluated and ranked based on the requirements stated herein. The City's evaluation process does award additional points for local participation. Partnerships between firms with specialized knowledge and experience and firms with knowledge of local regulations and processes

are encouraged. The City may choose to conduct interviews with top ranking firms based on this evaluation. Firms are hereby notified that the key personnel identified for the project will be expected to participate in the interview should one be requested. The City intends to award a contract to the firm that demonstrates the experience necessary to meet the City's requirements outlined herein. The City reserves the right to accept or reject any proposal.

4.0 CONDITIONS

Any cost incurred by respondents in preparing or submitting a proposal for the project shall be the respondent's sole responsibility.

All responses, inquiries, or correspondence relating to this RFQ will become the property of the City of Fayetteville. Respondents shall not seek individual contact or information except by the method allowed in this request. Individual requests for discussions with city staff or persons associated with this project are prohibited and can be considered grounds for disqualification. All questions properly submitted will be answered in writing and distributed to all interested parties in a timely manner.

City of Fayetteville reserves the right to reject any or all packages received or to request additional information as may be needed to determine qualifications.

The successful bidder must comply with the provision of the Americans with Disabilities Act (ADA) and all rules and regulations promulgated thereunder. By submitting a proposal, the successful bidder agrees to indemnify the City from and against all claims, suits, damages, costs, losses, and expenses in any manner arising out of or connected with the failure of the Company, its subcontractors, agents, successors, assigns, officers, or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.

This RFQ constitutes an invitation to bid or propose. The City of Fayetteville prohibits collusion, which is defined as a secret agreement for a deceitful or fraudulent purpose.

IRAN DIVESTMENT ACT CERTIFICATION

As mandated by N.C.G.S. 147-86.59(a), Bidder hereby certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Bidder further certifies that in accordance with N.C.G.S. 147-86.59(b) that it shall not utilize any subcontractor found on the State Treasurer's Final Divestment List. Bidder certifies that the signatory to this Invitation to Bids is authorized by the Bidder to make the foregoing statement.

E-VERIFY

Contractor hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Contractor further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use e-verify and 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). Contractor hereby pledges, attests and warrants through execution of this Agreement that Contractor complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by Contractor shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

Printed Name

Signature

Date of Signature

BIDDER INFORMATION

Name of Company _____

Address _____

Phone No. _____ Fax No. _____

E-Mail Address _____

Federal I.D. No. _____

SDBE, Minority or Woman Owned Business Enterprise _____ Yes _____ No

Bid Submitted By: _____
(Name Printed Out)

(Signature)

Title: _____

Date: _____

SAMPLE

Professional Service Agreement
Scope of Work and Terms Document

City of Fayetteville, NC

SAMPLE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made as of _____ by and between the City of Fayetteville, a North Carolina City and Municipal Corporation ("City"), and _____.

In consideration of mutual promises and covenants in this Agreement, the parties agree as follows:

ARTICLE 1. Services

1.1 Background. The City desires to engage _____ to provide certain professional services as fully described and outlined in the Proposal (Exhibit 1) which is attached hereto and fully incorporated into this Agreement by reference. _____ is willing to provide such services as outlined in the Proposal on the terms and conditions stated in this Agreement.

1.2 Scope of Work. _____ will furnish the services as set forth in the Proposal which is incorporated by reference herein.

1.3 Time of Performance. _____ will perform the services promptly and according to the Proposal provided. The City will cooperate with _____ as reasonably required to complete the services outlined in the Proposal. Both parties acknowledge that changes from or delays in the timeline may extend the date(s) for delivery of the service(s).

1.4 Term. The term of this Agreement shall begin on the date expressed in the introductory paragraph of this Agreement and shall continue until terminated based upon the completion of services by _____ as outlined in the Proposal.

ARTICLE 2. Payment

2.1 Basis of Compensation: The City shall pay _____ for services rendered under this Agreement in amounts tied to the various project milestones as set forth in the Proposal. Each payment shall be invoiced upon completion of each successive milestone and the City shall pay within thirty (30) days. In no event shall the payment for all work performed pursuant to this Agreement exceed the amount of _____ without prior written authorization of the City. Such payment shall be full compensation for all work performed and for all labor, materials, supplies, equipment and incidentals necessary to complete the work.

2.2. Records. _____ shall keep records and accounts pertaining to this Agreement available for inspection by the City for a period of three (3) years after final payment. Copies of records and accounts pertaining to this Agreement shall be made available to the City upon request.

ARTICLE 3. Termination

3.1 Breach: If either party materially breaches a material provision of this Agreement, the other party may terminate this Agreement upon 30 days' notice unless the breach is cured within the notice period. Upon termination of this Agreement by either party for any reason prior to completion of the work:

- a) _____ shall deliver to City a copy of all work product completed through the date of the termination together with a written summary of the work.
- b) City shall pay _____ all sums due under this Agreement for the work completed through the date of termination in accordance with the Proposal.

ARTICLE 4. Liability, Indemnification and Insurance

4.1 General. The City and _____ have considered the risks and potential liability that may exist during the performance of services by _____, and have agreed to allocate such liabilities in accordance with this Article. During the performance of services under this Agreement, _____ shall purchase and maintain insurance coverage as hereinafter set forth, without lapse or changes contrary to the requirements of this section. Words and phrases used in this Article shall be interpreted in accordance with customary insurance industry usage and practice.

4.2 Indemnity and Professional Liability. _____ agrees to indemnify and hold the City harmless from and against damages and losses arising out of the performance of professional services for City to the extent caused by the professional negligence of _____, _____ employees, and _____ subcontractors, _____ for whom _____ is legally responsible. _____ agrees to purchase and

maintain professional liability insurance (errors and omissions insurance) in the amount of \$1,000,000 coverage for each claim, with a general aggregate of \$2,000,000. Said insurance coverage shall be underwritten by an insurance company authorized to do business in the State of North Carolina by the North Carolina Department of Insurance, with an A.M. Best rating of not less than A•VII.

4.3 Liability Insurance. _____ agrees to indemnify and hold the City, its servants, agents and employees, harmless from and against all liabilities, claims, demands, suits, losses, damages, costs and expenses (including attorney's fees) for third party bodily injury to or death of any person, or damage to or destruction of any third party property, to the extent caused by the negligence of _____, _____'s employees, and _____'s subcontractors, for whom _____ is legally responsible during the performance of services under this Agreement. _____ shall purchase and maintain at all times during performance of services under this Agreement Commercial General Liability Insurance with combined single limits of \$1,000,000.00 coverage for each occurrence with a general aggregate of \$2,000,000.00, designating the City as an additional insured and which said insurance provides _____ with insurance for contractual liability which _____ has assumed pursuant to the terms of this Article 6.

4.4 Other Insurance. In addition to professional liability insurance and commercial general liability insurance set forth above, _____ further agrees to purchase and maintain at all times during the performance of services under this Agreement insurance coverage as follows:

- (a) Worker's Compensation Insurance as provided by North Carolina law which said policy shall also afford coverage to _____ for employer's liability.
- (b) Automobile liability insurance with \$1,000,000.00 combined single limit for each accident covering bodily injury and property damage.
- (c) The CGL policy required above shall include independent contractor liability coverage.
- (d) The CGL policy required above shall provide _____ with products

and completed operations insurance, said coverage to be written on an occurrence basis, with coverage extended for such a period of time that suits can be filed before the running of the statute of limitations on any claim for injury to person or property due to negligence of _____ in the design of any building designed by _____ under the terms of this Agreement.

ARTICLE 5. Independent Contractor. _____ is an independent Contractor and shall undertake performance of the services pursuant to the terms of this Agreement as an independent contractor. _____ shall be wholly responsible for the methods, means and techniques of performance. City shall have no right to supervise methods and techniques of performance employed by _____, but City shall have the right to observe such performance.

ARTICLE 6. Other

6.1 Assignment. It is the intent of this Agreement to secure the services of _____ and failure of _____ for any reason to make the personal services available to the City for the purposes described in this Agreement and Proposal shall be cause for termination of this Agreement. _____ shall not assign this Agreement without prior written consent of the City. Should _____ find it necessary to hire other employees or independent contractors to assist with the duties under this Agreement, _____ shall use its best efforts and all due diligence to ensure that said employee or independent contractor is of high moral character and has not engaged in any misconduct involving children.

6.2 Non-Appropriation. Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the City are from appropriations and monies from the City Council and other governmental entities. In the event sufficient appropriations or monies are not made available to the City to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the City.

6.3. Default. In the event of substantial failure by _____ to perform in accordance with the terms of this contract, the City shall have the right to terminate

_____ upon ten (10) days written notice in which event
_____ shall have neither the obligation nor the right to perform further services under this contract nor shall the City be obligated to make any further payment for work that has not been performed.

6.4. Governing Law. The validity, interpretation, and execution of this Agreement and the performance of and rights accruing under this Agreement are all to be governed by the laws of the State of North Carolina.

6.5 Venue. Exclusive venue for litigation arising from this Agreement shall be a court of competent jurisdiction in Cumberland County, North Carolina.

6.6 Non Discrimination. _____ agrees not to discriminate by reason of age, race, religion, color, sex, national origin, disability or other applicable law while performing the services required herein.

6.7 Compliance with Laws. _____ agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the State of North Carolina, the City and units of local government.

6.8 Severability. The parties agree that if any provision of this Agreement shall be held invalid for any reason, the remaining provisions shall not be affected if they may continue to conform to the purposes of this Agreement and the requirements of applicable law.

6.9 Amendment. The City and _____ may, from time to time, request changes in services to be performed by _____. Any such changes that are mutually agreed upon by the City and _____ shall be incorporated herein by written amendment to this Agreement. It is mutually agreed and understood that no alteration or validation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

6.10 Entire Agreement. This Agreement constitutes the entire agreement between the parties. Any proposed change to this Agreement shall be submitted to the City for its prior approval. No modification, addition, deletion, etc., to this Agreement shall be effective unless and until such changes are reduced to writing and executed by the authorized officers of each party.

6.11 E-Verify. _____ hereby acknowledges that “E-Verify” is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. _____ further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and 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). _____ hereby pledges, attests and warrants through execution of this Agreement that _____ complies with the requirements of Article 2 of Chapter 64 of North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by _____ shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

6.12 Iran Divestment Act. As mandated by N.C.G.S. 147-86.59(a), _____ hereby certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. _____ further certifies that in accordance with N.C.G.S. 147-86.59(b) that it shall not utilize any subcontractor found on the State Treasurer’s Final Divestment List. _____ certifies that the signatory to this Agreement is authorized by _____ to make the foregoing statement.

ATTEST:

VENDOR

By: _____
(Name)
(Title)

ATTEST:

CITY OF FAYETTEVILLE

PAMELA MEGILL, City Clerk

By: _____
Douglas J. Hewett, ICMA-CM
City Manager

This instrument has been pre-audited in the
manner required by the Local Government
Budget and Fiscal Control Act.

JAY TOLAND, CHIEF FINANCIAL OFFICER
City of Fayetteville