



Morrisville
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**Design Engineering Services
for the
PUBLIC SAFETY MUNICIPAL SERVICES BUILDING**

DATE ISSUED
Friday, March 10, 2017

DUE DATE
Friday, March 31, 2017
10:00 A.M.

E-Mail Address Submittal (Preferred)
jketchum@townofmorrisville.org

Physical Acceptance Location
Public Safety & Municipal Services Building (PSMS)
260 Town Hall Drive
Morrisville, NC 27560

Mailing Address
100 Town Hall Drive
Morrisville, NC 27560

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I. Introduction

The Town of Morrisville (further referred to as “the Town”) desires to contract with a qualified Professional Engineering Firm (PEF) to provide Design Engineering, for the ***Public Safety Municipal Services Building Renovation Project***.

The selected PEF shall provide a turn-key deliverable to include planning, design engineering, cost estimating, and bid document preparation. The PEF will also identify any special requirements for the project. The selected firm will report directly to the Town of Morrisville, to ensure that all work is performed in accordance with the contract requirements.

II. Scope of Services

The Town of Morrisville is seeking a qualified, experienced team to provide design engineering, for the Fire Administration and Development Services building renovation. Coordination with other projects in the area will be necessary.

Anticipated services will include building renovation at 260 Town Hall Drive Morrisville.

Identified scope items may include:

- **Installing a second bathroom:**
 - Installing an ADA shower insert
 - Moving the plumbing fixtures in the existing kitchen
 - Replacing the hot water tank with a larger one
 - Opening the concrete slab to install the shower, sink and additional toilet drain
- **Removing and installing walls according to the conceptual plan:**
 - Electrical Changes and additions
 - Possible relocation of some existing lighting
- **Installing an air lock front double door system**
- **Removing walls, jack hammer up concrete stairs, electrical addition and/or changes**
- **Provide support columns should the front lobby be a load bearing wall**

III. Content and Format of Proposal Package

Firms submitting qualifications shall have no association with elected officials or appointed officials that could be considered a conflict of interest. Any such relationship will subject the firm to immediate disqualification in consideration for this project. A selection committee of Town staff will evaluate the submittals and may elect to select the most qualified firm based on the responses as submitted, or elect to conduct interviews prior to recommending a firm.

The submission should be limited to a one-page cover letter (LETTER OF INTEREST) and a maximum of a 10-page qualification statement. The page maximum limit (5 pages printed front & back, or 10 single-sided) does not include required forms, such as MWBE forms and certifications, or résumés. Fold-out 11" X 17" are counted as 2 pages.

Submittals should address the following:

- Letter of Interest
 - Provide a statement that the firm will provide insurance requirements as specified in "*Minimum Requirements for Contract Execution*".
- Project Team Identification
 - Identify the PEF Project Engineer, sub-consultants and project contacts assigned to each anticipated task
- Project Approach
 - Brief statement demonstrating anticipated work and any identified concerns
- Anticipated Schedule & Work Load capabilities
- Related Experience

Appendix

- Résumés of the Project Engineer, key personnel, and any sub-consultants who will be involved with this project; their qualifications and experience as related to the scope of work detailed above as well as their anticipated assignments related to this project, including specific information on their experience with similar projects.

IV. Submittal Process Details

Firm selection will be based on the how well the qualifications statement and supporting documentation demonstrate the PEFs experience and capabilities related to roadway and roundabout the design.

The Town of Morrisville reserves the right to reject any responses to this RFQ that do not meet the selection criteria, to waive minor irregularities, and to conduct discussions with any or all respondents. The Town accepts no financial responsibility for any costs or expenses incurred by any entity in responding to this RFQ. All submissions may be kept by the Town and may be disclosed to third parties at the Town's discretion.

Anticipated Schedule for Proposal/Contract Execution:

- March 31, 2016: Submission of a Statement of Qualifications by the PEF
- April 5, 2016: Town staff review of submittals completed
- April 10, 2016: Selected firm notified
 - If an individual firm is not deemed most-qualified, the Town may short list private firms and request in person interviews/presentations

Questions and Clarifications

All questions shall be submitted to Julia Ketchum, Special Projects via email (jketchum@townofmorrisville.org).

Statement of Qualifications Submittal

One (1) digital copy (PDF preferred) of the letters of interest and statement of qualifications are due no later than **10:00 A.M. on Friday, March 31, 2016**. No statement of qualifications will be accepted after this time. Submittals may be emailed to RFQ@townofmorrisville.org or delivered to:

Physical Acceptance Location
Public Safety & Municipal Services Building (PSMS)
260 Town Hall Drive
Morrisville, NC 27560

Mailing Address
100 Town Hall Drive
Morrisville, NC 27560

Submittal packages should be enclosed in a sealed envelope marked: **REQUEST FOR QUALIFICATIONS – PUBLIC SAFETY MUNICIPAL SERVICES** to the attention of Julia Ketchum, Special Projects.

The Town of Morrisville reserves the right to reject any responses to this RFQ that do not meet the selection criteria, to waive minor irregularities, and to conduct discussions with any or all respondents. The Town accepts no financial responsibility for any costs or expenses incurred by any entity in responding to this RFQ. All submissions may be kept by the Town and may be disclosed to third parties at the Town's discretion.

All proposal packages and materials submitted hereunder become the exclusive property of the Town of Morrisville.

APPENDIX A

I. General Contract Terms and Conditions

- The selected firm will report directly to the Town of Morrisville. The selected firm is to administer the contract and to ensure that all work is performed in accordance with the contract requirements. The selected firm will be responsible for providing engineers, technicians, and sub-consultants with the appropriate skills and qualifications to ensure contract compliance. The firm will be directly responsible for oversight of the project for the Town.
- The selected firm will be notified by the Town and will enter into contract negotiations for receiving this work. A professional services agreement will be negotiated with the selected contractor based on the proposed scope of work outlined in their proposal. Appendix A is the Town’s standard professional services agreement that will serve as a basis for any contract with the selected firm/contractor.
- To the maximum extent allowed by law, the PEF shall defend, indemnify, and save harmless the Town of Morrisville, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of the acts or omissions of the PEF or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the Town, its agents, officers, or employees. In performing its duties under this section, the PEF shall at its sole expense defend the Town of Morrisville, its agents, officers, and employees with legal counsel reasonably acceptable to the Town. As used in this subsection – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney’s fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the Town that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contract under this contract.
- Any firm wishing to be considered must be properly registered with the Office of the Secretary of State and with the North Carolina Board of Registration for Professional Engineers and Land Surveyors. Any firm proposing to use corporate subsidiaries or subcontractors must include a statement that these companies are properly registered with the NC Board of Registration for Professional Engineers and Land Surveyors. The Engineers performing the work and in responsible charge of the work must be registered Professional Engineers in the State of North Carolina and must have a good ethical and professional standing. It will be the responsibility of the selected private firm to verify the registration of any corporate subsidiary or subcontractor prior to submitting a Letter of Interest.
- The firm must have the financial ability to undertake the work and assume the liability. The selected firm will be required to furnish proof of insurance coverage and shall maintain at the times the limits as follows:

Coverage	Minimum Limits
General Liability	\$1,000,000 per occurrence (\$2,000,000 aggregate)
Automobile Liability	\$1,000,000
Professional Liability (E & O)	\$1,000,000 per occurrence (\$2,000,000 aggregate)
Workers’ Compensation	Statutory Limits
Employers’ Liability	\$ 500,000

- The selected PEF shall provide the Town with a Certificate of Insurance for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require thirty (30) days written notice by the insurer or PEF's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, the PEF shall provide the Town with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the PEF to provide such notice, the PEF assumes sole responsibility for all losses incurred by the Town for which insurance would have provided coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be renewed by the contractor for each subsequent renewal period of the contract.
- The Town shall be named as an additional insured and the statement should read "Town of Morrisville is to be added as an additional insured as evidenced by an endorsement attached to this certificate." Only "A" rated insurance companies will be acceptable to the Town.
- The firm must have an adequate accounting system to identify costs chargeable to the project.
- The proposed method of payment for this contract is lump sum.
- The products of this contract shall be the property of the Town of Morrisville. Upon completion or other termination of this contract, the Contractor shall deliver to the Town of Morrisville reproducible copies of any text, database information, survey information, graphic materials, reports, drawing, plans, files and/or any other documents or materials pertaining to this contract. The Contractor shall also make available any calculations pertaining to this contract and provide copies of specific calculations upon request of the Town. No reports, information, or materials prepared by the Contractor under this contract shall be made available to any person or organization without the prior written approval of the Town of Morrisville.

In no event shall there be any of the following unless Town's express prior written agreement is obtained: (i) any limitation on, or disclaimer of, implied or express warranties or the liability of Contractor; (ii) any limitation on damages, including a limitation on consequential damages; (iii) any requirement for arbitration or for mandatory mediation; (iv) any requirement that Town officials or employees keep information confidential or any requirement that records be kept confidential by the Town, unless the requirement for confidentiality meets the requirements of the Public Records Law.

Conflict of Interest Statement

It is the policy of the Town of Morrisville that the conduct of officers, directors, project managers, or and all other persons acting as its representatives should be at all times in the best interests of the Town, its members and the general public. In performing their duties, Town representatives should not be influenced by desire for personal gain. Conflict of interest is defined as a situation in which professional judgment or behavior concerning a primary interest (in this case the integrity of Town) has been improperly influenced by a different interest (such as for financial gain). The prompt disclosure of possible conflicts of interest or of those situations where such a perception could reasonably be anticipated to arise helps to avoid injury to an agreed upon primary interest.

Firm(s) selected for these advertised services shall become aware of and comply with state 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. 133-2.

Firm(s) selected for Planning and Design Services by the Town will be required to disclose any conflicts of interest for 18 months prior to the submission of the Proposal package to the Town.

If a conflict of interest is not disclosed by the contractor and a conflict of interest is determined by the Town of Morrisville to exist at a later time, the contractor will not be compensated for their prior work and will be required to reimburse the Town of Morrisville for any payments received. The contractor would be immediately dismissed from the contract.

Changes in Personnel

Changes to personnel on project team(s), particularly a project manager, are to be avoided wherever possible. The contractor must request in writing to the Town for all changes to project team members. The Town will consider requests and may accept the new personnel changes, or may deny the request and consequently, the contractor may no longer be considered for Planning and Design Services with the Town.

II. Notifications

Public Records Notice

Records received by the Town of Morrisville in response to a bid solicitation or a request for proposal/qualifications are public records and subject to public inspection and copying. Some bid records are public as soon as received by the Town, others become public at bid opening and others at bid award.

The Public Records law (N.C.G.S. 132-1 *et seq.*) authorizes the Town to withhold from public inspection and copying legitimate and properly marked 'trade secrets'. If a record meets all of the following conditions, then the Town may withhold that particular trade secret from a public record inspection request:

- It is a "trade secret" as defined in G.S. 66-152(3); and
- It is the property of a private "person" as defined in G.S. 66-152(2); and
- It is disclosed or furnished to the Town in connection with a bid or proposal; and
- It is marked as "confidential" or as a "trade secret" at the time of its initial disclosure to the Town.

If as part of your bid or proposal, you submit to the Town any record, or portion of a record, that you consider to be a trade secret meeting the definition contained in G.S. 66-152 (2), you may clearly mark the particular record, or portion of the record, that meets the definition of trade secret as TRADE SECRET or CONFIDENTIAL TRADE SECRET, and the Town will be authorized to withhold that particular record or portion thereof, from public inspection. In the event the Town receives a public records request for records you designate as 'trade secret' the Town will notify you and give you the opportunity to, within one week of such notification, confirm in writing that the specific record, or portion of record, that you designated as TRADE SECRET meets the requirements of G.S 132-1.2 and G.S. 66-152, and the reasons therefore. The Town will require that you indemnify the Town in the event a challenge is brought for the withholding of a record based on your having designated it a trade secret.

Addenda Notice

If you have received this solicitation from a source other than the Town of Morrisville, it is the respondent's responsibility to ensure that all addenda have been received. Please visit www.townofmorrisville.org/RFQ for the most current information.