



Request for Qualifications

Engineering Study of Fall Protection Systems Forsyth County Facilities

**Qualifications Will Be Received Until
12:00 Noon, Friday, December 8, 2017**

**By The City of W-S/Forsyth Co. Purchasing Department
In Room 324 City Hall Building
101 North Main Street
Winston-Salem, North Carolina**

Request for Qualifications

Engineering Study of Fall Protection Systems - Forsyth County Facilities

It is the policy of the County of Forsyth that an employee, officer, or agent of the County may not participate in any manner in the bidding, awarding, or administering of contracts or agreements in which they, or a member of their immediate family, their business partner, or any organization in which they serve as an officer, director, trustee, or employee, have a financial interest.

The successful Proposer must comply with all provisions of the Americans with Disabilities Act (ADA) and all rules and regulations promulgated thereunder. By submitting a response, the successful Proposer agrees to indemnify the County 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.

Public Records

Any material submitted in response to this RFQ will become a “public record” once the Proposer’s document(s) is opened and the Proposer is determined to be a participant in the solicitation process and shall be subject to public disclosure consistent with Chapter 132, North Carolina Statutes. Proposers must claim any applicable exemptions to disclosure provided by law in their response to this RFQ. Proposers must identify materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The County reserves the right to make all final determination(s) of the applicability of North Carolina General Statutes § 132-1.2, Confidential Information.

Familiarity with Laws and Ordinances

The submission of a response on the services requested herein shall be considered as a representation that the Proposer is familiar with all federal, state, and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the Proposer discovers any provisions in the RFQ documents that are contrary to or inconsistent with any law, ordinance, or regulation, it shall be reported to the County in writing without delay.

E-Verify Compliance

Per N.C.G.S. 143-133.3 “E-VERIFY. Provider shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Provider utilizes a subcontractor, the Provider shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.”

Iran Divestment Act; Provider hereby certifies that it is not on the North Carolina State Treasurer’s list of persons engaging in business activities in Iran, prepared pursuant to NCGS 147-86.58, nor will Provider utilize on this agreement any subcontractor on such list. This list, along with additional information about the Iran Divestment Act, is available on the Treasurer’s Office site: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>.

RFQ Response Submission

All responses shall be returned in a sealed container or envelope containing one original response (please mark document as original) showing original signatures and seals and four (4) copies of the complete response marked Engineering Study of Fall Protection Systems - Forsyth County Facilities. Responses must be submitted to the City/County Purchasing Department in Suite 324, City Hall Building, 101 North Main Street, Winston-Salem, NC, no later than **12:00 Noon, Friday, December 8, 2017. Late responses will not be considered.**

The County will not be obligated for the expenses of any provider arising out of preparation and/or submittal of responses to this RFQ. Any and all responses to this RFQ are to be prepared at the cost and expense of the respondents, with the express understanding that there may be no claims whatsoever for the reimbursement of any costs, damages, or expenses relating to this procurement from the County or any other party for any reason (including the cancellation of this RFQ).

Responses must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the response.

All responses should be complete and carefully worded and must convey all of the information requested by the County. If errors or exceptions are found in the response, or if the response fails to conform to the requirements of the RFQ, the County will be the sole judge as to whether that variance is significant enough to reject the response.

Responses should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form. The County reserves the right to reproduce responses for internal use in the evaluation process.

Proposers are expressly forbidden from contacting any other County employee or Forsyth County elected official regarding this Request for Qualifications. Any such outside contact may result in disqualification from the request for qualification process.

Responder Questions and Inquiries

Responder Questions and Inquiries relative to this RFQ must be submitted **in writing only by 12:00 Noon, Friday, November 3, 2017**, to Jerry Bates, City/County Purchasing Director, 101 North Main Street, Winston-Salem, NC 27101 or e-mail: jerryjb@cityofws.org (**Email is preferred**), Fax: (336) 727-2443. The County will provide written responses to all inquiries received by this date, and responses will be made available to all recipients of this RFQ. Any oral responses made by any representative of the County may not be relied upon. Any supplements or amendments to this RFQ will be in writing and furnished to potential responders.

Engineering Study of Fall Protection Systems - Forsyth County Facilities

Forsyth County General Services is seeking a qualified, experienced engineering firm to inspect, identify, and design suitable fall protection systems for various Forsyth County facilities. The fall protection systems must meet all requirements of OSHA Walking-Working Surfaces and Personal Fall Protection Systems Final Rule (29 CFR part 1910, subparts D and I) as applicable to the location/structure where such systems will be installed.

The purpose of this RFQ is to identify prospective consultants and review their qualifications and experience.

Project Description

Forsyth County has forty-seven facilities to be inspected. A list of these facilities is included in Attachment A. Of these forty-seven facilities, four facilities are known to have existing anchorage systems that will need to be inspected, tested, and certified.

Criteria for Evaluation

Qualifications to be taken into consideration for the project will include, but shall not be limited to:

1. **Qualifications and licensure:** Provide documentation that the entity has the licenses, registrations and credentials (recognized in North Carolina) required to inspect, design, and construct the project. Additionally, any information on the revocation or suspension of any license, credential or registration used by the entity.
2. **Experience in inspecting and designing systems for similar structures.** Forsyth County requires a minimum of five years of experience in inspection and design of fall protection systems.
3. **References:** Provide references for work completed on similar structures.
4. **Ability to comply with Forsyth County contract requirements including minimum insurance specifications** (Attachment B includes standard Service Provider Agreement).

Process

Please submit five (5) hard copies of the response. Please provide a letter of interest identifying all parties for the design team, including the organization and contractual relationship. Please provide resumes of all personnel who will be assigned to the project. Provide specific information as to experience on projects similar to this one. Please provide within the letter of interest responses identifying your firm:

1. Name of firm.

2. Type of organization (corporation, LLC, partnership).
3. Primary contact information
 - a. Name
 - b. Address
 - c. Telephone
 - d. E-mail
4. Name and licenses of professionals to perform inspection and design work.
5. North Carolina state license information.
6. Name and title of authorized person to sign for firm.
7. Provide a list of consultants outside your firm you propose to provide services not available in your firm.
8. Other relevant information which the design consultants believe demonstrates their qualifications.

Attachment B

NORTH CAROLINA)

AGREEMENT

FORSYTH COUNTY)

THIS AGREEMENT, made and entered into this _____ day of _____, by and between Forsyth County, North Carolina (the “County”) and _____ (the “Provider”);

WITNESETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the County hereby contracts for the services of the Provider, and, the Provider agrees to provide the services to the County in accordance with the terms of the Agreement.

I.

The services to be performed by the Provider shall be as follows:

The following documents, attached hereto, are incorporated herein:

II.

The services of the Provider shall begin on _____ and unless sooner terminated by mutual consent or as hereinafter provided, shall be provided until _____ provided, that either party shall have the right to terminate this Agreement for services upon thirty (30) days notice in writing to the other party.

III.

As full compensation for the Provider’s services, the County agrees to pay the Provider a sum up to _____. Total payments under this contract are not to exceed _____ during fiscal year _____.

IV.

The Provider shall bill the County for services rendered during the preceding thirty (30) days. The County shall pay all such bills within the following ten (10) days provided all elements of the Agreement are satisfactorily met.

The Provider shall operate as an independent contractor, and the County shall not be responsible for any of the Provider’s acts or omissions. The Provider agrees to hold the County harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions of the Provider.

The Provider is not eligible for workers’ compensation under Forsyth County’s policy while performing the contracted service for Forsyth County.

Furthermore, the Provider agrees to protect, defend, indemnify, and hold Forsyth County, its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlement cost charges, professional fees or other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, action, proceedings, or causes of action of every kind in connection with or arising out of this or any future agreement and/or the performance growing out of injury to the contractor or contractor’s agents, servants, employees, subcontractors, or suppliers. The Provider furthermore agrees to investigate, handle, respond to, provide defense for all

claims, liens, demands, obligations, action, proceedings, or causes of action of every kind and defend them at its sole expense and agrees to bear all other costs and expenses related thereof. These terms apply to this and any future agreement the Provider may have with Forsyth County.

The Provider shall not be treated as an employee of the County with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. The Provider understands that neither federal, nor state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Provider or the employees of the Provider. The Provider further understands and agrees that the Provider is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement.

The Provider shall not be treated as an employee of the County with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County.

The County shall not be liable to the Provider for any expenses paid or incurred by the Provider unless otherwise agreed in writing.

The Provider shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

The Provider shall maintain, at its sole expense, the following minimum insurance coverage:

A. Commercial General Liability Insurance. The Provider shall maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit. Such insurance coverage shall:

1. **Include the County, its officials, officers, and employees as additional insured** with respect to performance of the Services. The coverage shall contain no special limitations on the scope of protection afforded to the above listed insureds.
2. **Be primary** with respect to any insurance or self-insured retention programs covering the County, its officials, officers, and employees.

B. Business Automobile Liability Insurance. The Provider shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

C. Workers' Compensation and Employers' Liability Insurance. The Provider shall maintain workers' compensation insurance with North Carolina statutory limits and employers' liability insurance with limits of not less than \$100,000 each accident.

D. Other Insurance Requirements. The Provider shall:

1. Prior to commencement of services, furnish the County with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this section.
2. Provide certified copies of endorsements and policies, if requested by the County, in lieu of or in addition to certificates of insurance.

3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of the services.
4. Maintain such insurance from the time services commence until services are completed.
5. Place such insurance with insurers authorized to do business in North Carolina and having A. M. Best Company ratings of not less than A:VII. Any alternatives to this requirement shall require written approval of the County's Risk Manager.

The Provider understands and acknowledges that these insurance coverage requirements are minimums and that they do not restrict or limit the hold harmless provisions of this agreement.

V.

The Provider has no authority to enter into contracts or agreements on behalf of the County.

The Provider declares that it has complied with all federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement.

The Provider agrees to comply with all state and federal occupational safety and health laws, regulations and standards relating to services covered by this contract.

The Provider and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of newly hired employees. Failure of the provider to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law. It is the expectation of Forsyth County that the Provider will comply with all applicable federal immigration laws in its hiring and contracting practices relating to the services covered by this contract involving County funds, as outlined in the Resolution adopted by the Forsyth County Board of Commissioners at its regular meeting of October 23, 2006.

In accordance with N.C.G.S §147-86.59 and other applicable sections of N.C.G.S. §147-86.55 et seq., the Iran Divestment Act of 2015, each Party hereby certifies that it is not identified on the State Treasurer's list of persons which the Treasurer has determined engage in investment activities in Iran, including any subcontractors hereunder of either Party.

This agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to choice of law principles.

This agreement shall supersede and cancel all other agreements and understandings, written or oral, relating to this subject matter of this agreement.

IN WITNESS WHEREOF, the County and the Provider have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

By: _____

ATTEST:

Clerk to the Board

(SEAL)

Provider: _____

By: _____

Tax ID number: _____