

GREENVILLE UTILITIES COMMISSION
Greenville, North Carolina

REQUEST FOR QUALIFICATIONS

Design-build (DB) Services for LNG Peak Shaving Facility Expansion

A. SCOPE OF SOLICITATION AND TECHNICAL INFORMATION

Greenville Utilities Commission (GUC) owns and operates an LNG Peak Shaving Facility located at 4150 Natural Gas Way in Greenville, North Carolina. The original facility was built in 1996 with expansions in 2008 and 2015. GUC is seeking to hire a qualified Design Build team to provide design and general contracting services for the expansion of this facility.

1.0 GENERAL

1.1 Scope

Consistent with the North Carolina Mini-Brooks Act (G.S. 143-64.31) and with the request for qualification process defined in G.S. 143-128.1A, qualified proposers are instructed to only submit qualifications for completing this project.

The general project scope will be Phase 1 - preparation of a Master Plan for full storage facility build-out including liquefaction, and Phase 2 - final engineering design and construction for first phase of expansion (two storage tanks). The purpose of this solicitation is to receive RFQs from qualified DB Firms to deliver and complete design services, to provide pre-construction service and construction delivery services in accordance with the North Carolina Design-build construction delivery method. The overall project budget is anticipated to be \$8,000,000.

The specific scope of work for the selected DB for the Project will be defined in the design build agreement; however, at a minimum the following services are required of the DB:

- Provide design build services including design development and construction documents, cost estimating, participation in life-cycle cost analysis, value-engineering, constructability reviews, scheduling, applying for and obtaining permits, etc.
- Provide advanced material procurement projections.
- Develop and maintain a master project schedule.
- Cloud based project drawing, documents, and file sharing.
- Define and prepare scopes of work for bid packages and perform first tier subcontractor vetting and scope of work-bid confirmation.
- Construction of the project including but not limited to all labor and materials to perform the construction work in accordance with this RFQ.
- Preparation of shop drawings and submittals.
- Provide construction management and general contracting services.
- Develop a commissioning plan and work in conjunction with the commissioning agent.
- Provide record documents of as-built conditions on the project.

Design for the project will begin immediately upon negotiation and execution of a contract for Phase 1. Construction for the project is anticipated to begin Fall 2022 and to be substantially complete within 18 months of the starting date.

B. SOLICITATION INFORMATION

1.0 PROPOSAL PACKAGE

To be considered, the following components shall be submitted to the GUC in a concise manner as part of the response to this RFQ. Failure to include all of the elements specified below may be cause for rejection. Additional information may be provided but shall be succinct and relevant to this RFQ. Submittals shall be limited to 50 pages, single sided or 25 double sided. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Qualifications Statements shall correspond to the sections below:

1.1 Firm Information

Included at a minimum, the DB shall provide:

- a. Firm name, mailing address (include physical location if mailing address is a P.O. Box), contact person, telephone number, and e-mail address.
- b. Type of organization (joint venture, partnership, limited partnership, corporation, etc.). If submitting as a joint venture, firm shall provide a summary of the draft agreement terms.
- c. Firm history, including background of firm's executive management and number of years the firm has been in business.
- d. Financial information:
 - 1) Firm's total annual construction volume for the past five (5) years.
 - 2) Name and contact information of the firm's bonding company.
 - 3) Letter from the surety indicating the firm's current bonding capacity and the surety's willingness to bond the Project.
 - 4) A.M. Best rating for the firm's surety, and its status to do business in North Carolina.
 - 5) Respondent's experience modifier rate.
- e. Has the firm, or joint venture partner, been involved in litigation or arbitration with an owner of a facility in the past 10 years? If so, please describe each instance, giving specific detail regarding the reasons for the claim and amount in dispute. Explain how the claim was resolved.

1.2 Firm Experience

Briefly describe the Firm's related experience as the design builder for the construction of 49 CFR 193 LNG plant projects and provide confirmation that the firm and its team members are licensed to provide design and general contracting services in North Carolina. The Firm must provide at least five (5) recent projects of a similar scope and complexity. These projects should also demonstrate the Firm's ability to meet time and budget requirements, as well as

the firm's capability, creativity and unique problem-solving skills, budget and schedule compliance, and added value. The following minimum information should be included for each project:

- a. Owner and location of the project,
- b. Completion date or status of the project,
- c. Brief project description highlighting its key elements,
- d. Capacity and square footage of the project,
- e. Date awarded,
- f. Date completed or date of anticipated project completion,
- g. Key personnel proposed for this project that were involved in the project,
- h. Initial project budget, final cost, and type of contract, and
- i. Owner's contact name, phone number, and e-mail address.

1.3 Project Team

The project team shall consist of members with demonstrated knowledge as the design builder for the construction 49 CFR 193 LNG plant projects. To indicate such experience, describe the project team's knowledge of this construction type, local codes and ordinances, and experience in dealing with local and state regulatory and permitting agencies. The firm(s) must be licensed to provide design and general contracting services in North Carolina.

- a. Provide a statement explaining its project team selection, which shall consist of either of the following:
 - 1) A list of the licensed contractors and licensed subcontractors whom the design-builder proposes to use for the project's design and construction, or
 - 2) An outline of the strategy the design-builder plans to use for open contractor and subcontractor selection based upon the provisions of Article 8 of Chapter 143 of the General Statutes.
- b. Identify design firms who will be assigned to deliver the project and their respective roles. Provide relevant information for each firm assigned to the project.
- c. Identify the key personnel who will be assigned to deliver design, pre-construction and construction services for the Project and indicate their respective roles and responsibilities, indicating proposed candidates' names and positions.
- d. Identify the firm's single point of contact for the entire Project.
- e. Provide an organization chart clearly defining all individuals proposed for the Project.
- f. Provide resumes for everyone listed above, including the following:
 - 1) Name and title
 - 2) Years of experience
 - 3) Years with firm
 - 4) Office location
 - 5) Education, certifications, licenses, and/or special training
 - 6) Description of role and key responsibilities for the Project and level of involvement in each phase

- 7) Listing and description of relevant project experience
- 8) Licenses held
- g. Identify the level of commitment to the Project for each key personnel, including the project executive and lead project manager(s). Indicate their ability to start design services on December 1, 2021.

1.4 Project Schedule and Approach

Provide a narrative describing the firm's approach to the Project. The following items shall be addressed specifically:

- a. Describe approach to implementing the infrastructure work from design, to pre-construction and through construction. Identify opportunities, challenges, and risk mitigation strategies.
- b. Discuss role as a team member on the Project that includes GUC and other Project Stakeholders.
- c. Discuss approach to project controls, including scope, schedule, budget and cost control, and construction quality control with examples of past success.
- d. Indicate whether the firm would propose to self-perform any work on the Project and, if so, the how the firm will comply with NC G.S. 143 in self-performance.
- e. Describe how the firm will ensure competitive pricing and on-time, quality performance by its subcontractors.
- f. Provide high level schedule for completion of an intrastate 49 CFR 193 LNG project in North Carolina.

1.5 Minority Participation

Describe the program (plan) that your company has developed to encourage participation by local, minority and other HUB firms to meet or exceed the goals set by NC G.S. 143-128.2. Attach a copy of that plan to this proposal. Provide documentation of the local, minority and other HUB participation that you have achieved over the past two years on both public and private construction projects. Outline specific efforts that your company takes to notify, recruit, and utilize local, minority and other HUB firms of opportunities for participation. Indicate the participation goal that you expect to achieve on this project. The selected DB will be required to submit a final plan for compliance with Section 143-128.2 for GUC approval prior to soliciting bids for the Project's first tier subcontractors.

1.6 Quality of Service

Testimonials: The Firm may include no more than five (5), one-page letters from clients that it has worked with on previous projects. Letters should comment on budget and/or schedule experiences and qualitative matters related to services rendered by the Firm or Team members. The Firm may also include a list of other client references with owner name and contact information.

2.0 EVALUATION CRITERIA

Qualification Statements and other information will be evaluated by the Selection Committee

based on the firms' ability to meet the requirements of this RFQ. The primary evaluation criteria includes:

- a. Experience providing design and general contracting services for similar projects.
- b. Approach to the Project.
- c. Ability to meet the established schedule.
- d. Qualifications and abilities of key individuals proposed for the Project.
- e. Experience with and success in utilizing local, minority and HUB subcontractors.
- f. Client references.
- g. Location and knowledge of Greenville, NC.

2.1 Selection

Following evaluation of the qualifications of the DB firms, the top three most highly qualified firms shall be ranked. GUC may choose to begin negotiations with the highest-ranked DB in accordance with GS 143-64.31, or if deemed appropriate, GUC may invite some or all responders for an interview.

3.0 SUBMITTALS and INQUIRIES

RFQ packages should be no more than fifty (50) pages in length. Please prepare a cover letter no longer than two (2) pages, signed by an authorized representative of the firm. The table of contents will follow the cover letter (the cover letter and table of contents are not included in the overall page count). Pages shall be 8.5" x 11" with the exception of charts, photos, and exhibits, which may utilize 11" x 17" folded to 8.5" x 11."

Inquiries on the project or requests for additional information must be e-mailed to: Cleve Haddock, CLGPO, haddocgc@guc.com, Procurement Manager no later than Monday, October 27, 2021 at 5:00 p.m. local time. Greenville Utilities Commission will not be responsible for or bound by any oral instructions made by any employee(s) of GUC regarding this RFQ invitation.

To be considered, five (5) copies and one (1) electronic file of the completed RFQ should be mailed or delivered to: Cleve Haddock, CLGPO, Procurement Manager, Greenville Utilities Commission, 401 S. Greene Street, Greenville, N.C. 27834 and referenced: **DB Services LNG Peak Shaving Facility RFQ.**

4.0 DUE DATE

RFQ submittals must be received no later than Wednesday, November 17, 2021 at 3:00 p.m. local time. **Late submittals will not be considered.** After the screening of RFQs, interviews may be conducted. Shortlisted Firms may be given additional information prior to interviews. If conducted, these interviews will relate less to the past experience detailed in the submittal and more to identification of the Firm's program approach and to an appraisal of the people who would be directly involved in the project.

C. TERMS AND CONDITIONS

GUC reserves the right to reject all proposals or accept such proposals, as appears in its own best interest, and to waive technicalities or irregularities of any kind in the proposal.

1.0 CONFLICT OF INTEREST

In general, conflicts of interest relate to the potential for self-gain usually, but not always, of a fiscal nature. Potential for self-gain can serve to undermine the judgment or objectivity of Proposers providing DB services. A potential or actual conflict of interest exists when commitments and obligations to GUC are likely to be compromised by a Submitter's other interests or commitments, especially economic, particularly if those interests or commitments are not disclosed. Not all conflicting interests are necessarily impermissible. Timely and complete disclosure of potential conflicts of interest may be a satisfactory remedy and protects the DB from suspicion and accusations of breach of professional integrity. Proposers are asked to disclose any situation or relationship that might be regarded as potential conflict of interest with, but not limited to, their expected duties and recommendations as defined in this RFQ.

2.0 PROPOSER INCURRED COSTS

All costs that may be incurred to prepare Proposals, attend meetings, attend site inspections, provide requested follow-up information, make formal and informal presentations, and for the entire contract negotiations process if applicable, shall be the sole responsibility of each Proposer. GUC is not responsible under any circumstances for reimbursement of any costs that may be incurred by Proposers during the proposal preparation, subsequent selection, or negotiation stages.

3.0 MINORITY BUSINESS PARTICIPATION PROGRAM

GUC has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. Firms submitting a proposal are attesting that they also have taken affirmative action to ensure equality of opportunity in all aspects of employment, and to utilize M/WBE suppliers of materials and/or labor.

4.0 INSURANCE REQUIREMENTS

GUC shall be named as additional insured for its interest on all policies of insurance except Worker's Compensation as regards ongoing operations, products, and completed operations and this shall be noted on the face of the Certificate of Insurance.

Certificates for all such policies shall be provided by the Firm's insurance agent or broker to GUC within fifteen (15) working days from the date of award. Firm will provide GUC a minimum of thirty (30) days advance notice in the event of the insurance policies or insurance policy is canceled. Sub-consultants approved by GUC to perform work on this project are subject to all of the requirements in this section. Firm agrees to maintain and keep in force during the life of the design engagement, with a company or companies authorized to do business in North Carolina for the following insurance policies:

Automobile Liability - \$1,000,000.00 per Occurrence- Combined Single Limit
Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired.

Commercial General Liability - \$1,000,000.00 per Occurrence (Including products and completed operations liability)

Worker's Compensation

Coverage A - State of North Carolina Statutory

Coverage B - Employers Liability

\$500,000.00/\$500,000.00

Umbrella Liability - \$1,000,000.00 Per Occurrence Over Primary Insurance

Errors and Omissions Liability - \$2,000,000.00

Builder's Risk – maintain in the names of GUC and the DB, fire, vandalism and extended coverage insurance upon the entire structure or structures on which the work of this Contract is to be done and upon all material in or adjacent thereto and intended for use thereon to one hundred percent (100%) of the Contract amount.

5.0 PROPOSAL WITHDRAWAL

A proposer must notify GUC in writing of its request to withdraw a RFQ within seventy-two (72) hours after the due date, not including Saturdays, Sundays, or holidays.

6.0 AFFIRMATIVE ACTION

The Provider will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

7.0 MEDIATION/BINDING ARBITRATION

In the event of any dispute between the Parties, the Parties agree to submit any dispute to nonbinding mediation before a mutually agreeable Mediator prior to initiating litigation. If the Parties are unable to agree upon a Mediator within thirty (30) days after demand therefore, either Party may petition a Court of competent jurisdiction for the designation of a qualified Mediator for these purposes. Each Party shall bear its own costs and expenses of participating in the mediation (including, without limitation, reasonable attorneys' fees), and each Party shall bear one-half (1/2) of the costs and expenses of the Mediator. Unless otherwise agreed, the Parties will hold the mediation in Greenville, North Carolina. The matters discussed or revealed in the mediation session shall not be disclosed in any subsequent litigation. In the event the matter is not resolved in mediation, either Party may request arbitration. The parties shall jointly select an Arbitrator and shall be bound by the decision of the Arbitrator with respect to any dispute between the parties with respect to

this Agreement. If the parties are unable to mutually agree upon an Arbitrator, the Parties shall each select an Arbitrator, and the two Arbitrators so selected shall select a third Arbitrator, and the decision of the majority of the Arbitrators shall be conclusive and binding upon the Parties. The Parties at all times agree to equally split the costs of any Arbitrator(s) selected in an effort to resolve the dispute between the Parties. Any party desiring to resolve a dispute under the terms of this Agreement shall notify the other Party in writing, and the Parties shall seek to agree upon a mutually agreed upon Arbitrator within a period of ten (10) days from the date of such written demand. If the Parties are unable to agree within such ten (10) day period, the Parties shall each select an Arbitrator, and the two (2) Arbitrators so selected shall select a third Arbitrator within fifteen (15) days from the date of the written demand for arbitration, and a decision shall be rendered by the Arbitrator(s) so selected within five (5) days after such Arbitrator(s) is selected.

8.0 INDEMNITY PROVISION

Provider agrees to indemnify and save GUC of the City of Greenville, Pitt County, North Carolina, and the City of Greenville, North Carolina, its co-owners, joint ventures, agents, employees, and insurance carriers harmless from any and all losses, claims, actions, costs, expenses including reasonable attorney fees, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property of whatsoever nature of any person arising out of or incident to the performance of the terms of this Contract by Provider, including, but not limited to, Provider's employees, agents, subcontractors, and others designated by Provider to perform work or services in, about, or attendant to, the work and services under the terms of this Contract. Provider shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, directly, solely, and proximately caused by the negligence of GUC of the City of Greenville, Pitt County, North Carolina. Insurance covering this indemnity agreement by the Provider in favor of Greenville Utilities Commission of the City of Greenville, Pitt County, North Carolina, shall be provided by Provider.

9.0 GOVERNING LAWS

All requests, contracts, transactions, agreements, etc., are made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.

10.0 ADMINISTRATIVE CODE

Bids, Proposers, and awards are subject to applicable provisions of the North Carolina Administrative Code.

11.0 SITUS

The place of all contracts, transactions, agreements, their situs and forum, shall be North Carolina, where all matters, whether in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

12.0 E-VERIFY

E-Verify - I understand 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 et seq. I am 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 my knowledge, any subcontractors employed by me as a part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.

13.0 IRAN DIVESTMENT ACT CERTIFICATION

By acceptance of this purchase order, Vendor/Contractor certifies that, as of the date of the purchase order or contract, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Vendor/Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

14.0 UNIFORM GUIDANCE

Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

15.0 CONFIDENTIAL INFORMATION

Except as provided by statute and rule of law, GUC will keep trade secrets which the Provider does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Provider. Cost information shall not be deemed confidential. The determination of whether a matter is confidential will be determined by North Carolina law.

16.0 EXECUTION

In the discretion of GUC, failure of a duly authorized official of Provider to sign the Signatory Page may render the RFQ invalid.

COMPLETE AND RETURN THE BELOW FORM(S)

E-VERIFY LETTER OF COMPLIANCE
Greenville Utilities Commission

1. I have submitted a proposal for contract or desire to enter into a contract with the Greenville Utilities Commission.
2. As part of my duties and responsibilities pursuant to said proposal and/or contract, I affirm that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
3. _____ After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or
4. _____ I employ less than fifteen (15) employees in the State of North Carolina.
5. As part of my duties and responsibilities pursuant to said proposal and/or contract, I affirm that to the best of my knowledge and subcontractors employed as a part of this proposal and/or contract, are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
6. _____ After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retains the record of the verification of work authorization while the employee is employed and for one year thereafter; or
7. _____ Employ less than fifteen (15) employees in the State of North Carolina. Specify subcontractor: _____

_____ (Company Name)

By: _____ (Typed Name)

_____ (Authorized Signatory)

_____ (Title)

_____ (Date)

**Letter of Compliance to IRAN Divestment Act Certification for
Greenville Utilities Commission**

RFQ Number (if applicable): _____

Name of Vendor or Bidder: _____

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S.143C-6A-5(a)

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Signature Date

Printed Name Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and will be updated every 180 days.

SIGNATORY PAGE

It is certified that this Statement of Qualifications/RFQ is made in good faith and without collusion or connection with any other person submitting a proposal on these services. It is also certified that this proposal is made in good faith and without collusion or connection with any GUC employee(s).

Certified check or cash for \$ n/a or bid bond for \$ n/a attached.

Firm Name _____ Phone (_____) _____

Address _____

City _____ State _____ Zip Code _____

Fax (_____) _____ E-Mail _____

Authorized Official _____ Title _____

Date _____

Signature _____