



**City of Winston-Salem**  
**Request for Letters of Interest and Statements of Qualifications**

RFQ25144  
*issue date: 11.4.2024*

Proposals shall be complete and comply with the requirements listed herein.

**SUBMISSION DEADLINE:** Submit proposals electronically in PDF format only by **12:00pm, December 3, 2024** to the email address [bids@cityofws.org](mailto:bids@cityofws.org). Responses received after this date and time will not be considered.

THE CITY OF WINSTON-SALEM DESIRES TO ENGAGE A QUALIFIED ENGINEERING FIRM FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES SERVICES ON AN ON-CALL BASIS.

The City has several capital projects that include, but are not limited to, the installation of sidewalk, curb and gutter, grading, paving and other pedestrian improvement and pedestrian bridge projects. The selected firm(s) will be expected to provide inspection services, including, but not limited to, holding pre-construction meetings, performing contract administration, inspection, coordinating material sampling and testing, documentation of pay quantities and claims avoidance. The primary/subconsultant firms shall be pre-qualified by the Department and be familiar with the required paperwork submittals for State and Federal projects.

All questions concerning this RFQ/LOI or the scope of work should be submitted in writing to Wes Kimbrell at [wesleyki@cityofws.org](mailto:wesleyki@cityofws.org) by the End of Question period of 5:00pm, November 15, 2024.

This RFQ will in no manner be construed as a commitment on the part of the City to award a contract. The City reserves the right to reject any or all applications; to waive minor irregularities in the RFQ/LOI process or in the applications; to re-advertise this RFQ/LOI; to postpone or cancel this process; select and procure parts of services; and to change or modify the RFQ/LOI schedule at any time.

## **SECTION 1: NOTICE TO PROPOSERS – City of WS Policies:**

It is the policy of the City that an employee, officer, or agent of City may not participate in any manner in the bidding, awarding, or administering of contracts 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, has a financial interest.

The successful proposer must comply with all provisions of the Americans with Disabilities Act (ADA), the Equal Employment Opportunity Act (EEOA), and all rules and regulations promulgated thereunder. By submitting a proposal, the successful proposer 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, EEOA, or the rules and regulations promulgated thereunder.

No special inducements will be considered that are not a part of the original bidding document.

### **City's Rights and Options**

The City, at its sole discretion, reserves the following rights:

- To supplement, amend, substitute or otherwise modify this RFQ at any time
- To cancel this RFQ with or without the substitution of another RFQ
- To take any action affecting this RFQ, this RFQ process, or the services subject to this RFQ that would be in the best interests of the city
- To issue additional requests for information
- To require one or more service providers to supplement, clarify, or provide additional information in order for the city to evaluate the responses submitted
- To share the Proposals with City employees other than the Evaluation Committee or City advisory committees as deemed necessary
- To award all, none, or any part of the Services that is in the best interest of the city, with one or more of the Service Providers responding, which may be done with or without re-solicitation.
- To discuss and negotiate with selected Service Provider(s) any terms and conditions in the Proposals including but not limited to financial terms
- To negotiate a contract with a service provider based on the information provided in response to this RFQ

### **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 General Statutes. Proposals submitted under this section shall not be subject to public inspection until a contract is awarded N.C.G.S 143-129.8(d).

### **Trade Secrets/Confidentiality**

Proposers must claim any material that qualifies as "trade secret" information under N.C.G.S. 66152(3) in their response to this RFQ and must state the reasons why such exclusion from public disclosure is necessary and legal.

To properly designate material as trade secret under these circumstances, each Proposer must take the following precautions: (a) any trade secrets submitted by a Proposer should be submitted in a separate, sealed envelope marked "Trade Secret - Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating this Proposal," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

**Do not attempt to designate your entire proposal as a trade secret, and do not attempt to designate pricing information as a trade secret.** Doing so may result in your bid being disqualified.

In submitting a proposal, each Proposer agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the selection process, and to any outside consultant or other third parties who assist City in the selection process. Furthermore, each Proposer agrees to indemnify and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with disclosing any material, which the Proposer has designated as a trade secret.

The City 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 proposal 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 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 City in writing without delay.

The Proposer agrees that in carrying out this contract, compliance will be maintained with all applicable federal, state, and local laws, specifically including, without limitations, the Occupational Safety and Health Act of 1970 and Section 1324A, the Immigration Reform and Control Act.

The Proposer certifies that the proposal is made in good faith and without collusion with any person making a proposal or with any officer or employee of the City.

The undersigned further agrees, in connection with the performance of this contract, not to discriminate against any employee or applicant for employment because of race, religion, color, gender, age, handicap, political affiliation, or national origin.

Proposals are to be signed by an officer of the company authorized to bind the submitter to its provisions. Failure to manually sign the appropriate proposal form will disqualify the proposer and the proposal will not be considered.

### **Ethics Policy / Code of Conduct**

The City of Winston-Salem has established guidelines for ethical standards of conduct for City representatives and to provide guidance in determining what conduct is appropriate in particular cases. City representatives should maintain high standards of personal integrity, truthfulness, honesty, and fairness in carrying out public duties; avoid any improprieties in their roles as public servants including the appearance of impropriety; and never use their position or power for improper personal gain. In establishing an ethics policy, the City of Winston-Salem desires to protect the public against decisions that are affected by undue influence, conflicts of interest, or any other violation of these policies as well as promote and strengthen the confidence of the public in their governing body. For a complete review of the City Policy as it relates to this solicitation, click the following link. <https://www.cityofws.org/820/Procurement-Guidelines>

### **Stimulation of the Local Economy**

In an effort to stimulate the local economy, foster development and promote efficiency in the provision of city services and the completion of various city projects, the City of Winston-Salem has undertaken an initiative to strongly encourage all parties contracting with the City of Winston-Salem to evaluate their internal operations and hiring practices and, where appropriate, to initiate efforts to stimulate the local economy by hiring applicants and contractors from the Winston-Salem/Forsyth County Area and by

utilizing minority and women contractors and service providers. Such efforts to stimulate the local economy may be accomplished by posting job vacancies with the North Carolina Employment Security Commission, the Piedmont Triad Regional Council of Governments, and the Winston-Salem Urban League; and utilizing the State of North Carolina Office for Historically Underutilized Business database <https://evp.nc.gov/> - or other local resources such as the City of Winston-Salem M/WBE Program to identify Winston-Salem/Forsyth County based contractors and subcontractors. Stimulation of the local economy requires a collaborative effort of both the public and private sector. The city is committed to taking reasonable steps to achieve said goal.

### **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>.

Divestment from Companies that Boycott Israel Contractor hereby certifies that it is not on the North Carolina State Treasurer's list of companies engaged in a boycott of Israel in violation of NCGS 147-86.80 et. seq. and that it will not utilize on this agreement any subcontractor on said list.

### **E-Verify Compliance**

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

### **Right to Audit**

To confirm compliance with the terms of this Agreement, the City's MWBE program, local, state, and federal laws and regulations, the City may, at all reasonable times upon reasonable prior notice during usual business hours, inspect, audit and examine for a period up to five (5) years after completion of the service or project detailed in this Agreement, all accounts and books of Contractor and, where necessary, make copies of the Contractor's documents necessary to determine compliance. Such right may be exercised through any agent or employee of City or by independent certified public accountants designated by the City. The Contractor shall permit the aforementioned inspection, audit and examination, and where necessary, the City to make copies of documents verifying compliance as indicated herein."

### **Qualifications**

Pursuant to N.C.G.S. Chapter 55 Article 15 entitled Foreign Corporations, the successful bidder, if bidding on behalf of a corporation or LLC, must have on file with the Secretary of State of the State of North Carolina a Certificate of Authority to transact business in this state. If bidding on behalf of a sole proprietorship or business under an assumed name, the successful bidder must be registered as such with the Forsyth County Register of Deeds. Submission of a bid while not in compliance with this requirement will result in the bid being rejected as non-responsible.

### **Termination**

Unless otherwise agreed upon in writing by the parties, this Agreement may be terminated by either party for convenience with no less than ten (10) calendar days' notice. In the event of termination, the Contractor will be paid for all Services properly rendered to the date of termination and shall promptly discontinue all Services affected (unless a termination notice from the City directs otherwise). In the event of any termination, the Contractor will be paid for all Services properly rendered to the date of termination and shall (i) promptly discontinue all Services affected (unless a termination notice from the City directs otherwise); and (ii) deliver to the City all documents, data, reports, estimates, summaries, and such other

information and materials as may have been accumulated by the Contractor in performing the Services herein. Other than being paid for Services properly rendered to the date of termination, Contractor hereby waives any and all other claims for lost profits, lost opportunity, and for any and all other direct, indirect, special, and consequential damages. In the event that the City terminates this Agreement due to the Contractor's poor workmanship, failure to perform the Service set out herein or, otherwise, for breach of this Agreement, or in the event that the Contractor terminates this Agreement for convenience or otherwise, the City may pursue and recover all remedies available at law or in equity, as these remedies are cumulative and do not exclude each other.

**IMPORTANT: Winston-Salem City Code (Chapter 2, Article 1, Sec. 2-3) provides that the City may disqualify any business from bidding on contracts of the City if a business fails to perform satisfactorily on past or current projects.**

### **Nondiscrimination Ordinance**

As a condition of entering into this contract, the Contractor represents and warrants that it will fully comply with the City's Non-Discrimination Policy, as set forth in Chapter 2, Section 2-8 Entitled "Policy of Nondiscrimination" of the Winston-Salem City Code. As part of such compliance, the Contractor shall not discriminate on the basis of race, ethnicity, color, creed, religion, sex, sexual orientation, gender identity, gender expression, pregnancy, veteran status, disability, age, marital status, familial status, protected hairstyle, political affiliation or national origin in the screening of applicants, the hiring and treatment of its employees, the provision of the goods and/or services set forth herein, or the solicitation, selection, hiring, or treatment of its subcontractors, vendors or suppliers, (hereinafter collectively "subcontractors"), if any, in connection with this contract or the contract solicitation process if applicable, nor shall the Contractor retaliate against any person or entity for reporting instances of such discrimination. The Contractor shall enact employment policies consistent with this obligation to refrain from such discrimination and shall provide evidence of such to the City within 90 calendar days of the first receipt of City funds. The Contractor shall provide equal opportunity for subcontractors to participate in all of its subcontracting and supply opportunities, if any, under this contract, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Contractor understands and agrees that a violation of this clause shall be considered a material breach of this contract and may result in termination of this contract, disqualification of the Contractor from participating in future City contracts pursuant to Winston-Salem City Code Section 2-3 or other sanctions. Furthermore, as a condition of entering into this contract, the Contractor agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the screening of applicants, the hiring and treatment of its employees particularly if City funds were used in connection with hiring and compensation process, and the solicitation, selection, treatment and payment of subcontractors, if any, in connection with this Agreement; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors that the Grantee has used under this contract, including the total dollar amount paid by the Contractor on each subcontract or supply contract. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination Policy, to provide any documents, relevant to such investigation, that are requested by the City. The Contractor agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Contractor to subcontractors and suppliers in connection with this contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time. Nothing in this contract shall negate or diminish the requirements of the City's MWBE program. Nothing in this contract shall infringe upon any rights afforded to the Contractor by state or federal law.

*End of Section 1: Notice To Proposers – City of WS Policies*

## **SECTION 2: SCOPE OF WORK:**

This RFQ/LOI is to solicit responses (LETTERS of INTEREST (LOI)) from qualified firms to provide on-call professional CEI consulting services as follows:

The City desires to engage Qualified Engineering Firms for CEI services on an On-Call basis. The City has several capital projects that include, but are not limited to, the installation of sidewalk, curb and gutter, grading, paving and other pedestrian improvement and pedestrian bridge projects. The selected firm(s) will be expected to provide inspection services, including, but not limited to, holding pre-construction meetings, performing contract administration, inspection, coordinating material sampling and testing, documentation of pay quantities and claims avoidance. The primary/subconsultant firms shall be pre-qualified by the Department and be familiar with the required paperwork submittals for State and Federal projects.

At least three capital projects are anticipated to need CEI services within the first year of this contract. In addition, the resulting contract(s) from this RFLOI will be made available to all City Departments and/or Agencies, including the Forsyth County/Winston Salem Utility Department. This contract will be used for CEI services for both Federally/State funded projects and City only funded projects.

This contract shall be partially reimbursed with Federal-aid funding through the North Carolina Department of Transportation (hereinafter referred to as the Department). The solicitation, selection, and negotiation of a contract shall be conducted in accordance with all City of Winston-Salem (hereinafter referred to as the City) and Department requirements and guidelines.

The primary and/or subconsultant firm(s) shall be pre-qualified by the Department to perform any combination of the Discipline Codes listed below.; Discipline Codes required are:

- 195 - Roadway Construction Engineering & Inspection
- 233 – Structures Construction Engineering & Inspections
- 289 – Signal Systems Inspection

**WORK CODES for each primary and/or subconsultant firm(s) SHALL be listed on the respective RS-2 FORMS (see section ‘SUBMISSION ORGANIZATION AND INFORMATION REQUIREMENTS’).**

**PROPOSED CONTRACT TIME:** Projects will be assigned, per Task Orders, within three years of the execution of the Master Services Agreement (MSA). This three-year time period is only for the procurement/assignment of projects, understanding that the work may be performed until the project is completed and accepted by State and/or Federal entities. This contract may also be extended for two one-year time periods, solely at the discretion of the City. Any work commenced prior to the conclusion of either of the one-year time extensions, may be performed until the project is completed and accepted by State and/or Federal entities.

The City intends to assign projects on a rotational basis to all selected firms. The City reserves the right to deviate from this intent when the City determines a specific firm would better ensure project success, e.g., a specific firm’s capabilities more closely align to the project requirements, when a firm’s workload would preclude success project support, when a firm participated in the project design. However, a firm’s participation in the project design does not preclude their assignment as the CEI firm if the design firm’s capabilities more closely align to the project requirements.

**PROPOSED CONTRACT PAYMENT TYPE:** COST-PLUS Task Orders, NOT TO EXCEED negotiated price, to be invoiced no more than once every 30 days.

The desired services include Construction Engineering and Inspection (CEI) and construction contract administration for project(s) as assigned by the City. Tasks to be performed include, but are not necessarily limited to:

- Producing an Inspector's Daily Report giving a detailed account of all activities during project duration.
- Maintaining a Project Diary with Inspector's Daily Reports and other required information.
- Maintaining Pay Records.
- Attending and participating in preconstruction conference and assisting City staff in ensuring proper execution of all contract documents.
- Reviewing and verifying contractor pay applications.
- Maintaining written correspondence with the Contractor, the City, the Department and all other relevant project stakeholders.
- Completing and maintaining minutes of all project meetings.
- Ensuring Contractor compliance with Buy America provisions in 23 U.S.C. Sec. 313 and 23 C.F.R. Sec. 635.410, and any other provisions in effect during project duration.
- Ensuring timely Contractor/Subcontractor submission of Certified Payrolls, ensuring Certified Payrolls include all required information, and maintaining Certified Payrolls in the project file.
- Verifying certified payrolls to assist the City in making payments to the Contractor.
- Performing calendar year quarterly Wage Rate Interviews and other employee interviews as necessary to ensure proper Contractor and/or Subcontractor employee classification and compensation and proper inclusion of employees on Contractor and/or Subcontractor Certified Payrolls; notifying the City of any and all complaints by Contractor/Subcontractor employees related to payment or employment classification; and coordinating with the City as needed to investigate and/or report complaints to the Department or other applicable agencies.
- Ensuring that appropriate federal posters are displayed on the jobsite and accessible to all employees on the jobsite.
- Processing all Change Orders and Supplemental Agreements for project construction.
- Processing all Requests for Extensions in Contract Time and Additional Compensation claims.
- Ensuring prompt payment by the Contractor to any Subcontractors.
- Ensuring Contractor submittal, with each pay request, of accounting of payments made to Disadvantaged Business Enterprise (DBE) firms, including material suppliers and contractors at all levels (prime, subcontractor or second tier subcontractor); comparing final payments to DBE firms with project commitments (see below); and, as needed, obtaining explanations of DBE payment shortfalls.
- Performing final inspection, and when work is to contract standards recommending acceptance of the project to the City.
- Working with the Department Materials and Tests Unit in ensuring that all project materials and products meet the required criteria; and providing and/or maintaining required materials and testing documentation.
- Completing and/or reviewing of Materials Received Reports (MRRs) for any non-exempt materials to be temporarily or permanently incorporated in the construction; and, as needed, assisting the City in investigation and follow-up action in the event one or more materials fail tests.
- Communicating with the City, the Department, and/or FHWA regarding Independent Assurance testing of materials.
- Ensuring Contractor/Subcontractor compliance with the conditions in the Permit to Construct or other permit issued by the City or the Department, covering construction activities in the Department's easement, and the City's and the Department's standards, specifications, and procedures.
- As needed, working with the City to keep in communication with appropriate staff from other stakeholders and the Department regarding project progress.
- Submitting original project materials records to the City.

- Inspecting erosion control devices to ensure they are properly installed and maintained, and notifying the responsible parties when devices are not functioning properly.
- Maintaining erosion control records.
- Inspecting Traffic Control for compliance with Manual on Uniform Traffic Control Devices (MUTCD)/Traffic Control Plan and maintaining documentation.
- Coordinating with the City in arranging reimbursement requests from the Department and ensuring that the Contractor and/or Subcontractors do not engage in any activity in violation of a provision in the Municipal Agreement or Supplemental Agreements. These documents will be provided to the selected firm(s).
- In general, ensuring Contractor/Subcontractor compliance with approved plans and specifications.
- Maintaining necessary communication with the City and the Department relating to the tasks listed above or other matters pertinent to the CEI services being performed.

*End of Section 2: Scope of Work*



## **SECTION 3 - FORMAT FOR SUBMISSION OF A LETTER OF INTEREST**

Firms submitting Letters of Interest and Statements of Qualifications (LOI/SOQs) are encouraged to carefully check them for conformance to the requirements identified herein. All qualified firms who submit responsive proposals will be considered. If, however, a LOI/SOQ does not meet these requirements, they will be disqualified, and no exceptions will be granted. Do **NOT** submit fee information with your proposal!

### **FORMAT FOR SUBMISSION:**

Submit only electronic proposals **in PDF format only** as noted on Page 1. To ensure delivery, proposals larger than 20 MB in size should be split into Part 1, Part 2, etc. If you cannot split the PDF, please send to [bids@cityofws.org](mailto:bids@cityofws.org) (no file size limit). All Proposals should be **limited to 15 pages** including the cover sheet (RS-2 forms are not included in the page count) and shall be typed on 8-1/2" x 11" sheets, single-spaced, one-sided, not less than size 11 font (organization charts, picture titles, etc. not less than 8 font).

**Fold out pages are not allowed.** To reduce costs and to facilitate recycling; binders, dividers, tabs, etc. are prohibited. One staple in the upper left-hand corner is preferred.

The LOI must include the name, address, telephone number, and e-mail address of the prime consultant's contact person for this RFLOI (see also Section 1 requirements below).

**All questions concerning this request for Letters of Interest/Statement of Qualifications, or the scope of this work must be submitted in writing only by the date and time listed on Page 1, to Wes Kimbrell, P.E. – City Engineer, at [wesleyki@cityofws.org](mailto:wesleyki@cityofws.org). If you feel the information provided is inadequate to submit a Letter of Interest, please contact Mr. Kimbrell. The firm selected will be notified by telephone. Notification will be given to those firms that were not selected by e-mail.**

- Anticipated firm selection and notification will be around December 18th, 2024.
- Anticipated Notice to Proceed shall be beginning of February 2025.

Each LOI/SOQs should be assembled as follows:

### **Section I – Cover/Introductory Letter**

The introductory letter should be addressed to Wes Kimbrell, P.E. and should contain the following information:

- Expression of firm's interest in executing the work.
- Statement of understanding of services listed in RFQ.
- Statement of whether firm is properly registered with the NCBELS.
- Date of most recent professional/private engineering firm qualification.
- Statement of any possible conflicts of interest.
- Location of office(s) where any designated key personnel or key team members and the majority of staff supporting this contract will be working from; and
- Summation of information contained within the letter of interest, including an email address and telephone number for the firm's contact person.

### **Section II –Team Qualifications**

This chapter should elaborate on the general information presented in the introduction, to establish the credentials and experience of the consultant to undertake this type of effort. The following must be included:

- A synopsis of recent, similar projects the firm, acting as the prime or sub-contractor, has conducted (within the past 5 years) which demonstrates its ability to conduct and manage project CEI; include the date completed, and client contact person (phone number and email at minimum).

- If subconsultants are involved, provide corresponding information describing their qualifications as requested in the above bullet point.

### Section III – Team Experience

This section should contain the following information:

- This chapter must provide the names, certifications, and location of the firm’s North Carolina employees and resources to be assigned to the advertised work; and the professional credentials and experience of the persons assigned to the project, along with any unique qualifications of key personnel.
- Standard Personnel resumes may be included - identify pertinent team experience to be applied to this project. Specifically, the City is interested in the experience, expertise, and total quality of the consultant's proposed team. If principals of the firm will not be actively involved in the study/contract/project, do not list them.
- Submittal shall clearly indicate the Consultant’s Project Manager, other key Team Members and his/her qualifications for the proposed work.
- Include the team’s organizational chart for the Project/Plan.
- Include Capacity Chart/Graph or other verbiage explaining firm(s) ability to provide the needed work force.
- Any other pertinent information should also be listed in this section.

**Note:** If a project team or subconsultant encounters personnel changes of the Consultant’s Project Manager or other Team Member designated as Key Personnel, or any other changes of significance dealing with the company, e.g., change of ownership, the City should be notified immediately. The Consultant should also include a note indicating their intent to assign the Project Manager and other Team Members designated as Key Personnel to the project for the entire project duration.

### Section IV – Technical and Management Approach

This section should contain the following information:

- The consultant shall provide information on its understanding of the role of a CEI inspector and his/her support staff, e.g., Project Manager, alternate inspector, and the firm’s technical and management approach or plan to support the City’s projects.
- This should include the firm’s experience in managing other CEI contracts, and should include their envisioned scope for the work and any innovative ideas/approaches.

### Appendices – Consultant Certification Form RS-2

Completed Form RS-2 forms SHALL be submitted with the firm’s LOI . This section is limited to the number of pages required to provide the requested information:

- Submit Form RS-2 forms for the following:
  - **Prime Consultant Firm**
    - Prime Consultant Form RS-2 Rev 1/14/08; and
  - **Any / All Subconsultant firms to be - or anticipated to be – utilized by your firm.**
    - Subconsultant Form RS-2 Rev 1/15/08
    - In the event the firm has no subconsultant, it is required that this be indicated on the Subconsultant Form RS-2 by entering the word “None” or the number “ZERO” and signing the form.
- Complete and sign each Form RS-2 (instructions are listed on the form).
  - The required forms are available on the Department’s website at:
    - <https://connect.ncdot.gov/business/consultants/Pages/Guidelines-Forms.aspx>
    - [Prime Consultant Form RS-2](#)
    - [Subconsultant Form RS-2](#)

*End of Section 3: Format for Submission*

## **SECTION 4 – SELECTION and EVALUATION CRITERIA:**

All qualified firms who submit responsive Letters of Interest will be considered. The evaluation of these firms will be based on the firm's overall experience, past performance, knowledge, and familiarity with the type of work required, the experience of proposed staff to perform specific work required, including any sub consultants. Priority consideration will be given to firms that maintain an office in North Carolina and staffed with an adequate number of employees deemed by the City to be capable of performing a majority of the work required.

Do **NOT** submit fee information with your proposal! The City selects firms to provide professional services based on demonstrated competence and qualification. Once a firm is selected, the City will enter into contract negotiations with that firm; and, as part of that negotiation, will determine a fair and reasonable fee for the services to be provided. Should contract/fee negotiations fail, the City reserves the right to terminate negotiations with the selected firm(s) and proceed to negotiate with the next most qualified firm(s).

The selected firm will be notified by telephone. Once a firm is selected, a detailed scope of services, and associated fee proposal, and implementation schedule will be refined, agreed to and once signed, will be identified and attached to the City's standard professional services agreement. The successful bidder for this project will be required to execute the City's "Professional Services Agreement". A copy of this document can be provided upon request.

**Insurance.** The selected firm(s) will be required to furnish proof of Professional Liability insurance coverage in the minimum amount of \$1,000,000.00 per claim. The firm(s) must have an adequate accounting system to identify costs chargeable to the project. The City of Winston-Salem **MUST** be named as additional insured on the certificate of insurance supplied to the City.

Any firm wishing to be considered must be properly registered with the Office of the North Carolina Secretary of State and with the North Carolina Board of Examiners for Engineers and Surveyors (NCBELS). Any firm proposing to use corporate subsidiaries or subcontractors must include a statement that these companies are properly registered with the NCBELS and/or the NC Board for Licensing of Geologists (NCBLG). The Engineer(s) performing the work and in responsible charge of the work must be a registered Professional Engineer (P.E.) 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(s) to verify the registration of any corporate subsidiary or subcontractor prior to submitting an LOI. Firms which are not providing engineering services need not be registered with the NCBELS. Some of the services being solicited may not require a license. It is the responsibility of each firm to adhere to all laws of the State of North Carolina.

**Title VI Nondiscrimination Notification.** The City of Winston-Salem in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**Small Professional Service Firm Participation.** The City and the Department encourages the use of Small Professional Services Firms (SPSF). Small businesses determined to be eligible for participation in the SPSF program are those meeting size standards defined by Small Business Administration (SBA) regulations, 13 CFR Part 121 in Sector 54 under the North American Industrial Classification System (NAICS). The SPSF program is a race, ethnicity, and gender-neutral program designed to increase the

availability of contracting opportunities for small businesses on federal, state or locally funded contracts. SPSF participation is not contingent upon the funding source.

The Firm, at the time the Letter of Interest is submitted, shall submit a listing of all known SPSF firms that will participate in the performance of the identified work. The participation shall be submitted on the Department's Subconsultant Form RS-2. RS-2 forms may be accessed on the Department's website at [NCDOT Connect Guidelines & Forms](#). The SPSF must be qualified with the Department to perform the work for which they are listed.

**Prequalification.** The Department maintains on file the qualifications and key personnel for each approved discipline, as well as any required samples of work. Each year on the anniversary date of the company, the firm shall renew their prequalified disciplines. If your firm has not renewed its application as required by your anniversary date or if your firm is not currently prequalified, please submit an application to the Department **prior to submittal of your RFQ/LOI**. An application may be accessed on the Department's website at [Prequalifying Private Consulting Firms](#) -- Learn how to become Prequalified as a Private Consulting Firm with the Department. Having this data on file with the Department eliminates the need to resubmit this data with each LOI.

Professional Services Contracts are race and gender neutral and do not contain goals. However, the Respondent is encouraged to give every opportunity to allow Disadvantaged, Minority-Owned and Women-Owned Business Enterprises (DBE/MBE/WBE) subconsultant utilization on all LOIs, contracts and supplemental agreements. The Firm, subconsultant and subfirm shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract.

**Directory of Firms and Department Endorsement.** Real-time information about firms doing business with the Department, and information regarding their prequalifications and certifications, is available in the Directory of Transportation Firms. The Directory can be accessed on the Department's website at [Directory of Firms](#) -- Complete listing of certified and prequalified firms. The listing of an individual firm in the Department's directory shall not be construed as an endorsement of the firm.

## EVALUATION CRITERIA

All proposals received prior to the established due date/time will be evaluated and considered based on the completeness of the responses to the defined specifications. The City of Winston-Salem reserves the right to award this contract to the vendor deemed best suited to achieve the goals and desires outlined in this proposal.

Respondents will be evaluated for selection on the basis of the Proposer most qualified to meet the requirements of this RFQ/LOI. Major criteria to be considered in evaluation may include, but shall not necessarily be limited to:

1. **Work Experience 20%** – The background, education, and experience of the respondent in providing similar services elsewhere, including and especially the level of experience in working with municipalities, and the quality of services and management performed. Determination that the selected respondent has no contractual relationships that would result in a conflict of interest to the City’s contract. Proposer should include a list of similar projects within the last five (5) years that have been completed by the proposed project team
2. **Understanding of CEI Requirements and Responsibilities (Services and Management) 25%** – The proposer’s demonstrated understanding of the nature and management of CEI services. Proposals should note pertinent details that would help exhibit clear understanding of potential project obstacles/challenges and how they will be addressed by the team.
3. **Staff Experience and Availability 30%** – The experience of the firm’s proposed staff to perform and manage this type of work and the availability of staff that will be assigned to this project.
4. **Past Performance 25%** – How a proposer has performed on previous projects for public entities. The proposer will be evaluated on client satisfaction from previous projects.

After reviewing qualifications, if firms are equal on the evaluation review, then those qualified firms with proposed SPSF participation will be given priority consideration. (See previous page for SPSF information).

| Evaluation Criteria                                    | Weight |
|--|--------|
| Work Experience  | 20%    |
| Understanding of CEI Requirements and Responsibilities | 25%    |
| Staff Experience and Availability                      | 30%    |
| Similar Projects                                       | 25%    |

**THIS IS A SAMPLE CONTRACT FOR REFERENCE ONLY,  
ACTUAL CONTRACT MAY DIFFER**

**THIS INDEPENDENT CONTRACTOR AGREEMENT** (hereinafter, this "Agreement"), entered into this \_\_\_\_ of \_\_\_\_\_, 20\_\_, by and between the **CITY OF WINSTON-SALEM**, a North Carolina municipal corporation (hereinafter, the "City") and \_\_\_\_\_ (hereinafter "Contractor").

**WHEREAS**, the City and Contractor desire to enter into an agreement whereby Contractor shall provide the following service:

**NOW, THEREFORE**, in consideration of the mutual promises and obligations herein set forth, the sufficiency and adequacy of which is hereby acknowledged, the parties, and their respective successors, assigns, executors, administrators and legal representatives, hereby agree as follows:

**General Terms.** The Contractor shall provide the service set forth hereinabove, in consideration for the estimated payment of no more than \_\_\_\_\_ **00/100 Dollars (\$\_\_\_\_\_)** based on the prices submitted in your proposal, which is dated \_\_\_\_\_ attached hereto and incorporated herein by reference. Should any term of the attached proposal conflict with the terms contained in this agreement, the terms of this agreement shall control and supersede those terms of the Contractor's proposal. The Contractor warrants that it will perform the scope herein in a good and workmanlike manner and that it knows and is familiar with all applicable laws, regulations and standard practices regarding these services and has the expertise necessary to properly perform the obligations undertaken by this agreement. The Contractor, and its employees and subcontractors, shall perform the services herein as Independent Contractors and are not entitled to employee benefits of any kind. This agreement will not be construed in any way to be a joint venture, partnership or employer-employee relationship. The Contractor further understands and agrees that he is responsible for the payment of all state and federal income taxes. In addition, the Contractor shall provide the City a business license and any other licenses or certifications required by federal, state or local law as well as copies of any amendments or renewals thereof. The Contractor shall give the City at least thirty (30) days written notice prior to any cancellation, modification or non-renewal of any license and/or certification required by federal, state or local law. Neither party may assign, transfer or delegate any of the rights or obligations herein without the prior written consent of the other party. This agreement shall be governed by and construed in accordance with the laws of the State of North Carolina and the venue for any litigation arising out of this agreement shall be Forsyth County.

**Payment.** Contractor shall invoice City no more or less than once every 30 days. The City has the right to request that the Contractor provide reasonable documentation to support an invoice.

**Release and Indemnity.** The Contractor hereby releases and forever discharges the City, its agents, officers, officials, and employees, from any and all claims, demands, expenses, costs and liabilities of any kind or nature directly or indirectly related to any personal injury and/or property damage arising out of the performance of the service, except those claims that result from the sole negligence of the City or a City employee acting within the scope of the employment. The Contractor shall indemnify, defend and hold harmless the City, its agents officers, officials, and employees from and against any and all claims, demands expenses, costs and liabilities of any kind or nature, directly or indirectly caused by, arising out of, or related to the intentional, negligent or reckless acts or omissions of the Contractor, and its agents or employees, in the performance of these services.

**Insurance.** During the performance of the service described herein, the Contractor shall:  
(1) Maintain Commercial General Liability to protect the Contractor, its subcontractors, and the City against any and all injuries to third parties, including personal injury and property, and special and consequential damages, resulting from any action, omission or operation by the Contractor or in connection with the services described herein. The insurance shall also include, coverage for explosion, collapse, and underground hazards, where required. This insurance shall provide bodily injury and property damage limits of not less than \$1,000,000 for each occurrence, respectively. The minimum liability coverage required may be increased depending on the nature of the services provided.  
(2) Maintain Owned, non-owned, and hired Automobile Liability insurance, including property damage insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor in furtherance of these services. In addition, all mobile equipment used by the Contractor in connection with the contract work, will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single

limit/aggregate.

(3) Maintain Workers' Compensation insurance as required by North Carolina law.

(4) Provide to the City's Risk Manager, before beginning the service, an original, signed Certificate of Insurance, evidencing such insurance, naming the City as an additional insured and stating that the coverage is primary to any other coverage the City may possess. The Contractor shall furnish the City immediate written notice of any changes or cancellation of the policy. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the City's Risk Manager. Insurance coverage required in these specifications shall be in force throughout the Term. Municipal Exclusions, if any, for General Liability coverage shall be deleted. Should Contractor fail to immediately provide acceptable evidence of current insurance at any time during the Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the City for all available remedies – in equity and at law.

(5) The Contractor will secure evidence of all insurance policies of its subcontractors which shall be made available to the City on demand. The Contractor shall require its subcontractors to name the Contractor and the City as additional insured parties on the subcontractor's general and automobile liability insurance policies. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons employed by them as it is for the acts and omissions of persons directly employed by it.

(6) Contractual and other Liability insurance provided under this contract shall not contain a supervision inspection or engineering services exclusion that would preclude the City from supervising and/or inspecting the project as to the end result.

**Termination.** Unless otherwise agreed upon in writing by the parties, this agreement may be terminated by either party for convenience with no less than ten calendar days' notice. In the event of termination, the Contractor will be paid for all services properly rendered to the date of termination and shall promptly discontinue all services affected (unless a termination notice from the City directs otherwise). In the event of any termination, the Contractor will be paid for all services properly rendered to the date of termination and she shall (i) promptly discontinue all services affected (unless a termination notice from the City directs otherwise); and (ii) deliver to the City all documents, data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing the services herein. Other than being paid for services properly rendered to the date of termination, Contractor hereby waives any and all other claims for lost profits, lost opportunity, and for any and all other direct, indirect special and consequential damages. In the event that the City terminates this agreement due to the Contractor's poor workmanship, failure to perform the service set out herein or, otherwise, for breach of the agreement, or in the event that the Contractor terminates this agreement for convenience or otherwise, the City may pursue and recover all remedies available at law or in equity, as these remedies are cumulative and do not exclude each other.

**Reuse of Documents.** All documents, including drawings, specifications, supporting calculations, computer software, etc., prepared by the Contractor pursuant to this agreement are instruments of service with respect to this agreement and Contractor shall provide at least one copy of each to City upon City's request. The reuse of these documents by the City or by others authorized by the City, whether in this project or any other project, entitles the Contractor to no additional compensation. The City reserves the right to require the Contractor to submit copies to the City of any service information and documentation during and after the completion of the service with the Contractors compensation being limited to the direct printing and copying expense and/or direct expenses to copy and supply computer information on a diskette. The Contractors indemnity, release and warranty are limited to the use contemplated in this agreement and Contractor shall not be liable to the City or any third party for any claim arising out of the use of the Contractors documents apart from this agreement.

**Notices.** Any notice or other communication herein shall be in writing and shall be sent via a method permitting confirmed receipt (such as registered U.S. mail or an overnight courier service such as Federal Express). All notices shall be confirmed by facsimile transmission. All notices shall be deemed given when deposited, postage prepaid, in the United States mail or to the overnight courier service, addressed as set forth below, or to such other address as any one party shall advise the other in writing:

If to the City:

Name:

Position:

Address:

If to the Contractor:

Name:

Position: Representative

Address:



**Severability.** If any provision of this agreement is held to be void, invalid, illegal or unenforceable under any law or regulation, such void, invalid, illegal or unenforceable provision shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor and this agreement shall be considered as if such void, invalid, illegal or unenforceable provision had never been including herein.

**Entire Agreement.** This agreement represents the entire understanding and agreement between the parties hereto relating to the services and supersedes any and all prior negotiations, discussions and agreement, whether written or oral, between the parties regarding same. Headings within the agreement are for convenience only and do not define, limit or construe the contents of such sections.

**Amendment or Modification.** With the exception of a properly executed purchase order(s) which the parties agree shall become a self-executing amendment(s) hereto, this Agreement shall not be modified except by another written document signed and executed by the City and the Contractor.

**Waiver.** Failure or delay on the part of the city to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver of any current or future default. Further, a waiver of one provision of this agreement is not a waiver of all or future provisions of this agreement.

**Safety Rules.** Contractor hereby acknowledges that it has reviewed and agrees to abide by the City's "Safety and Environmental Requirements for Contractors" located on the City's website.

**ADA, OSHA and Equal Opportunity.** The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (ADA), the State of North Carolina Occupational/Safety and Health Act (OSHA) and the State and Federal Equal Opportunity Statutes, as well as all rules and regulations promulgated thereunder.

**Suspension and Debarment.** Contractor hereby certifies that neither it, nor its agents or subcontractors: (1) are presently debarred, suspended, proposed for suspension or debarment from contracting by any Federal or State Department or Agency, or (2) have been declared ineligible or voluntarily excluded from contracting by or with any Federal or State Department or Agency. Any contract entered into with a contractor or subcontractor that has been debarred or suspended, declared ineligible or voluntarily excluded from contracting with or by any Federal or State Department or Agency may be terminated at the sole discretion of the City.

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

**Iran Divestment Act.** Contractor 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 § G.S. 147-86.58, nor will Contractor utilize on this agreement any subcontractor on such list.

**Divestment from Companies that Boycott Israel.** Contractor hereby certifies that it is not on the North Carolina State Treasurer's list of companies engaged in a boycott of Israel in violation of NCGS 147-86.80 et. seq. and that it will not utilize on this agreement any subcontractor on said list.

**Public Records and Confidential Information.** All non-confidential information and documents provided by the Company to the City shall be treated as a public record under N.C.G.S. 132-1 et. seq. All information or documents provided by the Company to the City and marked as "confidential" or with a similar designation under N.C.G.S. 132-1.2 will be treated by the City as confidential and will not be disclosed to any person without the prior written consent of the Company, if it meets the criteria outlined in N.C.G.S. 132-1.2 (1)(a through d). However, the Company hereby agrees that said confidential information can be reviewed internally by city staff and any appropriate city committee involved in the process of awarding city contracts. The Company agrees to indemnify and hold harmless the City, its officers, employees, elected officials and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Company has designated as confidential pursuant to N.C.G.S. 132-1.



**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed by their duly authorized representatives and signed under seal effective as of the date first written above.

**CITY OF WINSTON-SALEM**

ATTEST:

\_\_\_\_\_  
City Secretary (SEAL)

\_\_\_\_\_  
City Manager (SEAL)

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

Approved as to form and legality.

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

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

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
City Attorney

**BUSINESS NAME**

If Company has a corporate seal, please affix the seal below. If not, please complete the paragraph below:

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_  
(Print Name) (Print Position Title)

for the Company and that I am authorized to execute contracts on behalf of the Company, which entity does not have a corporate seal; however, for purposes of the statute of limitations (NCGS § 1-47), by both parties will treat this contract as if a corporate seal has been affixed hereto.

ATTEST:

\_\_\_\_\_  
Authorized Signature (SEAL)

\_\_\_\_\_  
Authorized Signature (SEAL)

\_\_\_\_\_  
Print Name / Title (Corp Secretary or Officer)

\_\_\_\_\_  
Print Name / Title

In the event that the person executing this Agreement on behalf of the Company is the only officer of the company or is an individual doing business individually or as a trade name, please have the authorized signature notarized below.

Sworn to or subscribed before me this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public \_\_\_\_\_ / / \_\_\_\_\_ SEAL