



County of Orange  
Financial Services Department - Purchasing Division

**REQUEST FOR PROPOSAL # 5181**  
**Southern Orange Campus Master Plan**  
February 9, 2012

Orange County is requesting proposals from qualified firms with experience in creating master plans interested in providing services outlined in this request related to:

- Provide site master planning and oversight for the Orange County's Southern Orange Campus located in Chapel Hill, NC. The campus now houses the Richard and Pearl Seymour Senior Center (2551 Homestead Road) and the Southern Human Services Center (2501 Homestead Road).

Proposals must be received in the office of the Purchasing Agent, 200 S. Cameron Street, PO Box 8181, Hillsborough, NC 27278 no later than **5 pm (D-EST), February 27, 2012.**

### **Background**

Orange County is interested in developing a master plan that will guide the use of its property over the next 15-25 years. Attachment A is an aerial of the property in its recent development. The site serves the County as its southern human services center, housing aging, health, and social services activities.

### **Scope of Work/Deliverables**

A master plan and its reasoning would follow extensive, moderated input sessions from County staff, the public, and other stakeholders. The plan would address traffic management, infrastructure development, relationships with the overall development plans of Chapel Hill and the UNC system..

### **Proposal Submittal Information**

All respondents are requested to provide the information cited below, as well as any supplemental information that you feel provides a comprehensive view of your firm, the proposed planning team and your approach to this project. This plan should give not only the proposed steps but also the amount of time and staff required for each step in the process. Information should be presented in a clear and concise manner.

### **Information About Your Firm**

- General overview of the firm and its experience relative to this project (specifically site and community master planning)
- Current projects of the firm;
  - Specifically note projects currently being undertaken by members of the proposed team;
  - Address the firm's workload and how this project would fit within your existing work.

- References from three similar site master planning projects completed within the past five years.
  - Provide names and contact numbers for owner’s representatives of each.
- Complete list of subcontractors you would use and their anticipated role in this project.

**Information About the Proposed Team**

- List your proposed team and, at a minimum, the following information for each:
  - Their role on the design team for this project;
  - Qualifications;
    - Education;
    - Relative experience, with specific note of any sustainable design projects in which this team member was involved.
  - Length of service with present firm. If less than two years, cite name of previous firm
  - List relative projects completed by each team member during the past five (5) years, complete with Project Name, Location, brief statement re: scope of work, project budget, completed cost and contact name and phone number of Owner’s representative. Asterisk any of the listed projects that were completed when team members were employed by other than current firm.
  - Specifically address each team member’s experience working with public projects

Note: Respondents are expected to present their complete design team in the proposal response, including all subcontractors that may be proposed. Since subcontractor qualifications will be evaluated similarly to the proposing firm’s own design team, please ensure that complete information is included.

**Proposal Format**

Orange County has once again achieved the highest verifiable waste reduction rate in the State of North Carolina as calculated by the NC Waste Management Division. In keeping with our continued efforts to reduce waste at its source, we are asking that respondent’s double-side copies on recycled content paper to the extent practicable.

Please submit one (1) original, one (1) copy, and one digital copy (.pdf) of proposal (CD or thumb drive). All proposals shall be sealed and marked (on both outer and inner envelopes) “RFP # 5181 Southern Orange Campus Master Plan” Sealed proposals will be received no later than February 27, 2012 AT 5:00 PM EST, at the Office of the Orange County Purchasing Agent, 200 South Cameron Street, PO Box 8181 Hillsborough, NC 27278. . Each bidder is responsible for determining that all addenda issued by the County has been received before submitting a proposal.

B. Proposals will not be accepted via fax machine or internet e-mail.

*Note: The selection team members will conduct their individual reviews from the material provided on the CD, so please ensure that they are readable before they are sent and that your firm’s name appears on the face of the CD.*

**Selection Process**

A selection team will evaluate all proposals. While the selection team has yet to be finalized, the likely make-up will be made up of County management and staff. A short-list will then be created of no more than three firms that best meet the qualifications for this job as determined by the team’s assessment. Those firms may be invited to interview with the selection team.

If interviews are scheduled, key members of the design team and subcontractors will be expected to participate in the interview. The proposed project manager should be in attendance and make a substantial portion of the presentation to the selection group.

### **Evaluation**

Evaluation criteria may include, but not necessarily be limited to the following:

- Depth of relevant experience of the overall team;
- Demonstrated success on projects of similar scope and completed without major legal or technical problems;
- Qualifications of individuals assigned to the project team, including subcontractors;
- Relevant governmental experience (North Carolina experience preferred);
- Capacity of firm and key project personnel to complete this project in a timely manner, considering current and projected workload;
- Relevant and easily understood response to proposal;
- References from completed projects;

### **Insurance**

The successful respondent will be required to show proof of professional liability insurance in types and amounts satisfactory to the County. The County typically requires liability limits of at least \$1,000,000 per occurrence with a \$2,000,000 aggregate coverage. Exact limits would be determined during contract negotiations.

Respondents will also cite in their response, any and all claims that have been filed against the professional liability insurance carried by the respondent within the past ten years, regardless of the settlement disposition.

### **Questions**

Questions or comments regarding this Request should be directed to David Cannell Purchasing Agent, 200 S Cameron Street, PO Box 8181, Hillsborough, NC 27278; (919) 245-2651; dcannell@co.orange.nc.us

All questions are to be submitted in writing (E-mail is preferred). Send to both contact names listed above). Please use the name of the project "RFP # 5168 Community Geothermal Design or similar language, in the subject line of your e-mail.

Material clarifications and any modifications will be addressed by addendum to this RFP.

Proposals received after the set time for receipt shall not be considered and shall be returned unopened to the proposer.

Orange County reserves the right to accept or reject any or all proposals, to waive irregularities, and to reissue any request for proposals.

Attached is a copy of Orange County's standard contract. This document will be utilized to execute the final agreement between Orange County and the successful firm.

By: David E. Cannell,  
Purchasing Agent,  
Orange County, North Carolina

### **Submittal Summary**

Name of Project: "RFP # 5181 Southern Orange Campus Master Plan " (RFP# 5181)

Due Date/Time: 2/27/12; 5 pm

Delivery location: Orange County Financial Services Department 200 S. Cameron Street,  
PO Box 8181, Hillsborough NC 27278

Contact: David Cannell, Purchasing Agent  
(919) 245-2651; dcannell@co.orange.nc.us

Proposals Req'd: Hard-copy, double sided: 2 copies  
CDs readable with ADOBE: 1 copies

**NON-COLLUSION AFFIDAVIT**

State of North Carolina  
County of Orange

Proposal Request No. 5181

\_\_\_\_\_, being first duly sworn, deposes and says that:

- 1. He/She is the \_\_\_\_\_ of \_\_\_\_\_, the proposer that has submitted the attached proposal;
- 2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- 3. Such proposal is genuine and is not a collusive or sham proposal;
- 4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Orange or any person interested in the proposed contract; and
- 5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Subscribed and Sworn to Before Me,

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

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**NORTH CAROLINA**

**CONSULTING SERVICES AGREEMENT  
RFP---UNDER \$90,000**

**ORANGE COUNTY**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (“Effective Date”) by and between Orange County, North Carolina a body politic and corporate of the State of North Carolina (hereinafter, the "County") and \_\_\_\_\_, (hereinafter, the "Consultant").

**WITNESSETH:**

That the County and Consultant, for the consideration herein named, do hereby agree as follows:

**ARTICLE 1            SCOPE OF WORK**

1.1        Scope of Work

1.1.1      This Services Agreement (“Agreement”) is for professional consulting services to be rendered by Consultant to County with respect to (insert type of project)

1.1.2      By executing this Agreement, the Consultant represents and agrees that Consultant is qualified to perform and fully capable of performing and providing the services required or necessary under this Agreement in a fully competent, professional and timely manner.

1.1.3      Time is of the essence with respect to this Agreement.

1.1.4      The services to be performed under this Agreement consist of Basic Services, as described and designated in Article 3 hereof. Compensation to the Consultant for Basic Services under this Agreement shall be as set forth herein.

**ARTICLE 2            RESPONSIBILITIES OF THE CONSULTANT**

2.1        Services to be Provided. The Consultant shall provide the County with all services required in Article 3 to satisfactorily complete the Project within the time limitations set forth herein and in accordance with the highest professional standards.

2.2.        Standard of Care

2.2.1      The Consultant shall exercise reasonable care and diligence in performing services under this Agreement in accordance with the highest generally accepted standards of this type of Consultant practice throughout the United States and in accordance with applicable federal, state and local laws and regulations applicable to the performance of these services. Consultant is solely responsible for the professional quality, accuracy and timely completion and submission of all reports, drawings, specifications, plans, documents and services (hereinafter “Deliverables”) related to the Basic Services.

2.2.2 The Consultant shall be responsible for all errors or omissions, in the deliverables prepared by the Consultant.

2.2.3 The Consultant shall correct at no additional cost to the County any and all errors, omissions, discrepancies, ambiguities, mistakes or conflicts in any Deliverables prepared by the Consultant.

2.2.4 The Consultant shall assure that all Deliverables prepared by it hereunder are in accordance with applicable laws, statutes, and that any necessary or appropriate applications for approvals are submitted to federal, state and local governments or agencies in a timely manner so as not to delay the Project.

2.2.5 The Consultant shall not, except as otherwise provided for in this Agreement, subcontract the performance of any work under this Agreement without prior written permission of the County. No permission for subcontracting shall create, between the County and the subcontractor, any contract or any other relationship.

2.2.6 Any and all employees of the Consultant engaged by the Consultant in the performance of any work or services required of the Consultant under this Agreement, shall be considered employees or agents of the Consultant only and not of the County, and any and all claims that may or might arise under any workers compensation or other law or contract on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Consultant.

2.2.7 Consultant agrees that Consultant and its subcontractors, if any, shall be required to comply with all federal, state and local antidiscrimination laws, regulations and policies that relate to the performance of Consultant's services under this Agreement.

2.2.8 If activities related to the performance of this agreement require specific licenses, certifications, or related credentials Consultant represents that it and/or its employees, agents and subcontractors engaged in such activities possess such licenses, certifications, or credentials and that such licenses certifications, or credentials are current, active, and not in a state of suspension or revocation.

**ARTICLE 3            **BASIC SERVICES****

3.1        Basic Services

3.1.1 The Consultant shall perform as Basic Services the work and services described herein and as specified in the County's "RFP Number            for            (the "RFP")" issued            , 20            , which is fully incorporated and integrated herein by reference together with Attachments            (designate all attachments).

3.1.2 The Basic Services will be performed by the Consultant in accordance with the following schedule: (Insert task list and milestone dates)

<u>Task</u>	<u>Milestone Date</u>
1.	
2.	

- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

3.1.3 Should County reasonably determine that Consultant has not met the Milestone Dates established in Section 3.1.2 of this Article, County shall notify Consultant of the failure to meet the Milestone Date. The County, at its discretion may provide the Consultant seven (7) days to cure the breach. County may withhold the accompanying payment without penalty until such time as Consultant cures the Breach. In the alternative, upon Consultant's failure to meet any Milestone Date the County may modify the Milestone Date schedule. Should Consultant or its representatives fail to cure the breach within seven (7) days, or fail to reasonably agree to such modified schedule County may immediately terminate this Agreement in writing without penalty or incurring further obligation to Consultant. This section shall not be interpreted to limit the definition of breach to the failure to meet Milestone Dates.

#### **ARTICLE 4 DURATION OF SERVICES**

##### 4.1 Scheduling of Services

4.1.1 The Consultant shall schedule and perform his activities in a timely manner so as to meet the Milestone Dates listed in Article 3.

4.1.2 Should the County determine that the Consultant is behind schedule, it may require the Consultant to expedite and accelerate his efforts, including providing additional resources and working overtime, as necessary, to perform his services in accordance with the approved project schedule at no additional cost to the County.

4.1.3 The Commencement Date for the Consultant's Basic Services shall be \_\_\_\_\_.

#### **ARTICLE 5 COMPENSATION**

##### 5.1 Compensation for Basic Services

5.1.1 Compensation for Basic Services shall include all compensation due the Consultant from the County for all services under this Agreement except for any authorized Reimbursable Expenses which are defined herein. The maximum amount payable for Basic Services is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). Payment for Basic Services shall become due and payable in direct proportion to satisfactory services performed and work accomplished. Payments will be made as percentages of the whole as Project milestones as set out in Section 3.1.2 are achieved. *(For example, if there are 10 Project Tasks with Milestone Dates then Consultant may invoice for the first 10% of the whole upon County's acknowledgement of the satisfactory completion of Task one. Upon the County's acknowledgement that the second Task has been satisfactorily completed Consultant may invoice for the next 10% of the whole.)*

## **ARTICLE 6     **RESPONSIBILITIES OF THE COUNTY****

### **6.1     Cooperation and Coordination**

6.1.1     The County has designated             to act as the County's representative with respect to the Project and shall have the authority to render decisions within guidelines established by the County Manager and the County Board of Commissioners and shall be available during working hours as often as may be reasonably required to render decisions and to furnish information.

6.1.2     The County shall be solely responsible for determining whether Consultant as satisfactorily completed Tasks associated with Milestone Dates. Upon County's written determination to Consultant that a Task has been satisfactorily completed by its accompanying Milestone Date Consultant may submit an invoice for payment. It is agreed that County shall not unreasonably withhold its determination of satisfactory completion of any Task. In the event, the amount of an invoice is disputed, County may withhold payment until the dispute is resolved by the parties. County may also withhold payment on an invoice until the satisfactory completion of a Task by Consultant.

## **ARTICLE 7     **INSURANCE****

### **7.1     General Requirements**

7.1.1     The Consultant shall purchase and maintain and shall cause each of his Consultants to purchase and maintain, during the period of performance of this Agreement, insurance for protection from claims under workers' or workmen's compensation acts; Comprehensive General Liability Insurance covering claims arising out of or relating to bodily injury, including bodily injury, sickness, disease or death of any of the Consultant's employees or any other person and to real and personal property including loss of use resulting thereof; Comprehensive Automobile Liability Insurance, including hired and non-owned vehicles, if any, covering personal injury or death, and property damage; and Professional Liability Insurance, covering personal injury, bodily injury and property damage and claims arising out of or related to the performance under this Agreement by the Consultant or his agents, Consultants and employees.

7.1.2     The minimum insurance rating for any company insuring the Consultant shall be Best's A-. If the Consultant does not meet the insurance requirements, it is suggested that the County's Risk Manager be consulted prior to finalizing this Agreement.

### **7.2     Limits of Coverage**

7.2.1     Minimum limits of insurance coverage shall be as follows:

INSURANCE DESCRIPTION	MINIMUM REQUIRED COVERAGE
• Worker's Compensation	Limits for Coverage A - Statutory State of N.C. Coverage B - Employers Liability \$500,000 each accident and policy limit and disease each employee
• Commercial General Liability	\$1,000,000 Each Occurrence; \$2,000,000 Aggregate.
• Automobile Liability	Combined Single Limit \$500,000
• Professional Liability	<b>NOTE: Insert coverage limits required by Risk Manager if applicable.</b>

7.2.2 All insurance policies (with the exception of Worker's Compensation and Professional Liability) required under this Agreement shall name the County as an additional insured party. Evidence of such insurance shall be furnished to the County, together with evidence that each policy provides that the County shall receive not less than thirty (30) days prior written notice of any cancellation, non-renewal or reduction of coverage.

### 7.3 Indemnity

7.3.1 The Consultant agrees to indemnify and hold harmless the County from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the Project and arising from bodily injury including death or property damage to any person or persons caused in whole or in part by the negligence or misconduct of the Consultant except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this provision to require the Consultant to indemnify the County to the fullest extent permitted under North Carolina law.

## **ARTICLE 8 AMENDMENTS TO THE AGREEMENT**

### 8.1 Changes in Basic Services

8.1.1 Changes in the Basic Services and entitlement to additional compensation or a change in duration of this Agreement shall be made by a written Amendment to this Agreement executed by the County and the Consultant. The Consultant shall proceed to perform the Services required by the Amendment only after receiving a fully executed Amendment from the County.

## **ARTICLE 9 TERMINATION**

### 9.1 Termination for Convenience of the County

9.1.1 This Agreement may be terminated without cause by the County and for its convenience upon seven (7) days prior written notice to the Consultant.

### 9.2 Other Termination

9.2.1 The Consultant may terminate this Agreement based upon the County's material breach of this Agreement; provided, the County has not taken all reasonable actions to remedy the breach. The Consultant shall give the County seven (7) days' prior written notice of its intent to terminate this Agreement for cause.

9.3 Compensation After Termination

9.3.1 In the event of termination, the Consultant shall be paid that portion of the fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by the County due to errors or omissions of the Consultant.

9.3.2 Should this Agreement be terminated, the Consultant shall deliver to the County within seven (7) days, at no additional cost, all Deliverables including any electronic data or files relating to the Project.

9.4 Waiver

9.4.1 The payment of any sums by the County under this Agreement or the failure of the County to require compliance by the Consultant with any provisions of this Agreement or the waiver by the County of any breach of this Agreement shall not constitute a waiver of any claim for damages by the County for any breach of this Agreement or a waiver of any other required compliance with this Agreement.

**ARTICLE 10 ADDITIONAL PROVISIONS**

10.1 Relationship of Parties

10.1.1 Consultant is an independent contractor of the County. Neither Consultant nor any employee of the Consultant shall be deemed an officer, employee or agent of the County. Consultant's personnel shall not be employees of, or have any contractual relationship with the County.

10.2 Limitation and Assignment

10.2.1 The County and the Consultant each bind themselves, their successors, assigns and legal representatives to the terms of this Agreement. Neither the County nor the Consultant shall assign or transfer its interest in this Agreement without the written consent of the other.

10.3 Governing Law

10.3.1 This Agreement and the duties, responsibilities, obligations and rights of respective parties hereunder shall be governed by the laws of the State of North Carolina.

10.4 Dispute Resolution

10.4.1 Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or non-performance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Orange County, North Carolina and it is agreed by the parties that no other court shall have jurisdiction or venue with respect to such

suits or actions. The Parties may agree to nonbinding mediation of any dispute prior to the bringing of such suit or action.

#### 10.5 Extent of Agreement

10.5.1 This Agreement, together with the Request for Proposals together with attachments distributed by the County and the Consultant's submitted Proposal, all of which constitute the Contract Documents, represents the entire and integrated agreement between the County and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. In the event of a conflict among the terms of the Contract Documents, the priority of documents shall be This Agreement, the County's Request for Proposals, attachments to the County's Request for Proposals, and the Consultant's Proposal. This Agreement may be amended only by written instrument signed by both parties. Modifications may be evidenced by facsimile signatures.

#### 10.6 Severability

10.6.1 If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be valid and binding upon the Parties.

#### 10.7 Ownership of Deliverables

10.7.1 All Deliverables, together with all supporting materials, source documentation, data collected, field notes, and working drafts, developed in the performance of this Agreement shall become the property of the County and may be used on any other project without additional compensation to the Consultant. The use of the Deliverables by the County or by any person or entity for any purpose other than the Project as set forth in this Agreement shall be at the full risk of the County.

#### 10.8 Non-Appropriation

10.8.1 Consultant acknowledges that County is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to County immediately upon written notice to Consultant of the unavailability and non-appropriation of public funds. It is expressly agreed that County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis.

In the event of a change in the County's statutory authority, mandate and/or mandated functions, by state and/or federal legislative or regulatory action, which adversely affects County's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to County upon written notice to Consultant of such limitation or change in County's legal authority.

#### 10.9 Notices

10.9.1 Any notice required by this Agreement shall be in writing and delivered by certified or registered mail, return receipt requested to the following:

Orange County  
Attention:  
P.O. Box 8181  
Hillsborough, NC 27278

Consultant's Name & Address

IN WITNESS WHEREOF, the Parties, by and through their authorized agents, have hereunder set their hands and seal, all as of the day and year first above written.

COUNTY: Orange County

CONSULTANT:

\_\_\_\_\_  
Frank W. Clifton

\_\_\_\_\_  
Signature

This instrument has been approved as to technical content.

\_\_\_\_\_  
, Department Director

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

\_\_\_\_\_  
Office of the Finance Director

This instrument has been approved as to form and legal sufficiency.

\_\_\_\_\_  
Office of the County Attorney