



Request for Qualifications

Professional Architectural and Engineering Services

Detention Center Expansion
1620 Brown Ave. Waynesville, NC
RFQ-2021 11 13

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The governing body of Haywood County (hereinafter called the “County”) invites Professional Architectural and Engineering Services who meet specifications outlined in this RFQ to submit a Proposal.

Projected Timeline

November 2, 2020	Space Needs Presentation
November 13, 2020	Release of the RFQ
December 14, 2020 at 3:30p.m.	Deadline for submission of Proposal.
January 6, 2020	Commissioner Interviews
January 18, 2021	Commissioner Presentation
February 1, 2021	Commissioner Bid Award

Proposals shall be submitted by an electronic PDF on a USB thumb drive and in 3 paper copies in a sealed envelope/box not later than Monday December 14, 2020 at 3:30p.m.

The sealed envelope/box shall be labeled with the project name and the bidder’s name.

Proposals can be submitted by any one of the following methods:

Mail: Haywood County
Finance Department 4th Floor
Attn: Peggy Cope
215 N. Main Street,
Waynesville, NC 28786

Hand delivered: Haywood County
Finance Department 4th Floor
Attn: Peggy Cope
215 N. Main Street
Waynesville, NC 28786

Administrative questions can be emailed to Kris Boyd at:

Kris.boyd@haywoodcountync.gov

If you have any project scope questions, please contact:

Kris Boyd
Director of Operations
Haywood County
215 N. Main Street, Waynesville, NC 28786
D: 828-356-2145
C: 828-507-9081
E: kris.boyd@haywoodcountnc.gov

1. General Requirements and Bid Award

- 1.1. This RFQ form must be signed and returned with bidder's proposal for the services and deliverables described in Schedule 1 (the "Services and Deliverables"). Failure to sign and return this form and to comply with all requirements described herein may result in disqualification
- 1.2. Representations made within the proposal will be binding on responding bidder. The County will not be bound to act by any communication or proposal submitted by bidders other than in accordance with this RFQ (as amended from time to time in writing by the County, as applicable).
- 1.3. A contract may be negotiated with one or more bidder(s). The Board of County Commissioners reserves the right, at its discretion, to reject any or all proposals.
- 1.4. By submitting a proposal in response to this RFQ, bidder is deemed to accept the award selection process and criteria and County's discretion in connection with such process and criteria.
- 1.5. By submitting a proposal in response to this RFQ, bidder acknowledges and waives any claim for any compensation of any kind whatsoever against the County or any of its Representatives (as defined below), as a result of its submission of a proposal, any decision made by the County during the RFQ process, including when acting in its sole discretion, or arising in any other manner from its participation in this RFQ.

2. Bidder's Affirmations

- 2.1. By submitting its bid, bidder represents and warrants the following:
- 2.2. Bidder acknowledges and agrees that:
 - a. This RFQ is a solicitation for a quotation and is not a contract or an offer to contract;
 - b. The submission of a quotation by bidder in response to this RFQ will not create a contract between the County and bidder;
- 2.3. The County makes no representation or warranty, written or oral, that one or more contracts will be awarded under this RFQ; and
- 2.4. The bidder will bear, as its sole risk and responsibility, any cost arising from bidder's preparation of a response to this RFQ and, as applicable, contract negotiation
- 2.5. Bidder is a reputable person that is lawfully and regularly engaged in providing the Deliverables and/or performing the Services on behalf of firm/agency.
- 2.6. Bidder has the necessary experience, knowledge, abilities, skills, and resources to provide the Deliverables and/or perform the Services upon the terms and conditions specified in this RFQ
- 2.7. Bidder is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances including, without limitation, those relating to bid rigging.
- 2.8. Bidder understands:
 - a. The requirements and specifications set forth in this RFQ and
 - b. The terms and conditions set forth under which bidder will be required to operate.
- 2.9. If selected by the County, the bidder will not delegate any of its duties or responsibilities under this RFQ or any resulting contract to any subcontractor, except as expressly provided in the contract.
- 2.10. If selected by the County, the bidder will maintain any insurance coverage required by the contract during the term thereof.
- 2.11. All statements, information and representations prepared and submitted in response to this RFQ are current, complete, true and accurate. Bidder acknowledges that the County will rely on such statements, information and representations in selecting the successful bidder. If selected by the County, the bidder will notify the County immediately of any material change in any matters with regard to which bidder has made a statement or representation or provided information.

- 2.12. The bidder will defend, indemnify and hold harmless the County, its affiliates, and their respective directors, officers, agents and employees (“Representatives”), from and against all claims, actions, suits, demands, costs (including, but not limited to, reasonable attorneys' fees), damages and liabilities, arising out of, connected with, or resulting from any acts or omissions or willful misconduct of bidder or one of its agents, employees, subcontractors, suppliers or any of its affiliates, subcontractors, suppliers and agents (or any of their respective directors, officers, employees or agents) in the execution or performance of any purchase order, contract or agreement resulting from this RFQ.
- 2.13. The bidder offers and agrees to provide the Deliverables to and/or perform the Services for the County, and to comply with all terms, conditions, requirements and specifications set forth in this RFQ.
- 2.14. The bidder has not given or offered to give to the County or any of its Representatives nor does it intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service in connection with its submitted quotation.
- 2.15. The Bidder certifies that the individual signing this RFQ and any documents made part of this RFQ is authorized to sign all such documents on its behalf, and to bind bidder under any agreements and other contractual arrangements that may result from the submission of bidder's quotation.
- 2.16. The bidder certifies that other than the relationships which have been previously disclosed to the County in writing
- a. No relationship, whether by blood, marriage, business association, capital funding agreement or any other such kinship or connection exists between the owner of any bidder that is a sole proprietorship, the officers or directors of any bidder that is a corporation, the partners of any bidder that is a partnership, the joint ventures of any bidder that is a joint venture or the members or managers of any bidder that is a limited liability company, on one hand, and an employee of any affiliate of the County, on the other hand, and
 - b. The bidder or any of its officers, directors and shareholders/partners has not been an employee of the County within the immediate twelve (12) months prior to the submittal deadline of this RFQ. All disclosures by bidder in connection with this certification will be subject to administrative review and approval before the County enters into a purchase order, contract or agreement with bidder
- 2.17. The Bidder represents and warrants that all Services and Deliverables offered to the County in response to this RFQ meet or exceed the safety standards established and promulgated under all applicable laws and regulations including, but without limitation, environmental and health and safety.
- 2.18. The bidder represents and warrants that no proceedings have been taken or authorized by it or by any other person with respect to the bankruptcy, insolvency, liquidation, dissolution or winding up of bidder nor, to the

knowledge of bidder, has anyone threaten to take any such proceedings against it.

- 2.19. The bidder represents and warrants that no penal or criminal proceedings have been taken against it that could, in the opinion of the County, have an impact on bidder's ability to perform its obligations under this RFQ or any contract that may be granted by the County to bidder or, directly or indirectly, on the reputation of the County nor, to the knowledge of bidder, have any such proceedings been threatened by any person. The bidder undertakes to sign any authorization that could be required in order for the County to conduct, at its discretion, any and all searches to verify if any such penal or criminal proceedings have been taken or are pending against the bidder.

3. Submission Requirements

- 3.1. Contact: All completed documents constituting your proposal, as well as any questions or clarifications concerning this RFQ must be submitted to the County's representative identified on page 2 of this RFQ.

Timeline: Proposals must be received on or before the submittal deadline December 14, 2020 at 3:30pm, specified on page 1 of this RFQ. The County reserves the right, but has no obligation, to accept a proposal submitted after the deadline and to amend the timeline. If a change to the timeline is required, the County will communicate the change to the bidder(s). If a bidder requests an extension of a deadline, the County may, in its sole discretion, decide to allow the extension or not. The County may, in its sole discretion, decide whether or not to communicate to the other bidder(s) its granting of an extension or to offer them with the same extension.

- 3.2. Validity: All proposals must be firm and valid for a period of at least 60 days from the submittal deadline of this RFQ. The bidder will not be permitted to change the wording of its proposal after submission to the County.

4. Terms and Conditions

- 4.1. Contract: The bidder must submit its proposals based on the following terms and conditions which will apply to any contract resulting from this RFQ.
- 4.2. Deliverables and Services—See Schedule 1
- 4.3. Payment Terms—60 days following receipt by the County of invoice and supporting documentation.
- 4.4. Office Locations—Bidder must state the office location it plans to use to complete this mandate.
- 4.5. Terms and Conditions—This RFQ and any resulting contract will be subject to the Terms and Conditions attached as Schedule 2, subject to any changes, necessary or desirable, in the County's sole discretion. Any proposed modifications to such terms and conditions will be subject to the County's approval, which approval may be refused at its sole discretion.
- 4.6. This RFQ is issued subject to and in accordance with the laws of the State of North Carolina. Any contract resulting from this RFQ will be governed by and construed in accordance with the laws in effect in the State of North Carolina (without giving effect to its conflict of laws rules).
- 4.7. The attachments and schedules listed in this RFQ, including Schedules 1 and 2, are an integral part of this RFQ.

5. Project Overview

It is the intent of Haywood County to solicit competitive proposals from qualified architectural and engineering (A & E) firms with the ability and capacity to design state of the art correctional facilities; develop construction documents for their construction; and provide a 10% construction cost estimate to maintain construction budget.

The design and construction documents shall be in sufficient detail and packaged such that a qualified building contractor can bid and construct the correctional facility.

The qualified A & E firm shall have project management services in place to coordinate the design, track schedule and costs, and communicate to the County project progress.

The A & E firm shall collaborate with the County's design task force made up of specialists in law enforcement, information technology, facility maintenance, and county operations.

The qualified A & E firm shall also have construction management services in place to facilitate construction, track schedule and costs, and communicate to the County construction progress.

6. Background

The Haywood County Sheriff's Office comprises of two detention facilities; the Main Facility and the adjacent Satellite Facility, referred to as the Annex.

The Main Facility is within the Law Enforcement Center (LEC) and is located at 1620 Brown Avenue in Waynesville, NC with a rated bed capacity of 109 beds. The Main Facility was constructed in 2004 and approved for operation in 2006. The LEC has an area of 19,448 square feet and the Main Facility has an area of 31,912 square feet.

The Main Facility consists of a single-story facility that is connected to the Sheriff's Office and Communications Center. The housing unit types in the Main Facility consist of A Pod a 31-bed female unit, B Pod a 23-bed male unit, C Pod a 24-bed male unit, D Pod a 24-bed male unit, and a Dormitory consisting of an 8-bed male unit.

The Annex is located at 201 Hemlock Street in Waynesville, NC with a rated capacity of a 40-beds. The Annex was built in 1993. The Annex has an area 5,509 square feet. The Annex consists of a single-story facility adjacent to the Main Facility. The housing unit in the Annex consists of a 40-bed male open dormitory.

The total rated capacity for both facilities is 149 beds, according to the North Carolina Jail and Detention Branch of the North Carolina Department of Health and Human Services Division.

Both facilities utilize an in-direct supervision style of inmate management and comprises of a total of six different housing units with a Booking Area and Central Control. There are also a number of inmate and facility services which comprise of a medical Unit, Video Visitation Lobby, Laundry Services, Maintenance Area, and a Facility kitchen. The current staffing for the Facility includes forty-two (42) full-time positions which comprise of Administration, Operations and Support Staff.

The Main Facility has been well maintained considering the age of the building which is approaching 16 years since construction. The Main Facility operates 24/7 so the building ages much faster than other county buildings.

The Annex has exceeded its life expectancy and needs decommissioning or a major overhaul to bring the building back to code consistent with the NC Administrative Code for operation of detention facilities.

The Main Facility is functionally over-crowded, and the Sheriff cannot properly classify inmates for required separation for safety and security of the facility. As stated, the Annex needs to be decommissioned or have a major upgrade to meet jail standards.

An Inmate Bed Projections and Needs Assessment Report was completed by Moseley Architects in July 2020. The report recommended approximately 33,500 square feet be added to the Main Facility located on 1620 Brown Avenue to address expansion and consolidation needs for the County. Along with an addition of 150 new beds based on the Inmate Bed Projections Report, the identified bed type to aid in proper classification as required by state standards should be 90% in 2-man occupancy cells and 10% in single restrictive housing type cells.

The Annex Facility of 40 beds which is adjacent to the Main Facility creates many staffing inefficiencies and safety / security issues. The Annex Facility is antiquated and

does not meet current jail standards; and does not have adequate configuration and security measures for future detention utilization.

The Moseley Architects drawings are provided at the end of this RFQ as an initial possible conceptual design. The full Moseley *Haywood County Detention Center Inmate Bed Projections and Needs Assessment Report* (minus cost estimates) is available as an attachment for further space needs assessments.

Schedule 1

Services and Deliverables

7. Scope of Work

Based on bidder's previous experience with detention facility construction projects and the list below;

7.1. Detailed Architectural and Engineering Services

- a. Lead the detailed architectural and engineering phases of this project including but not limited to: architectural, interior design, civil, power distribution, electrical, HVAC, mechanical, fire protection/plumbing, and instrumentation and control.
- b. Develop project design through construction documents using Autodesk Revit® (BIM), Adobe Acrobat and MS Office Suite.
- c. Be responsible for the detail architectural and engineering schedule.
- d. Be responsible for coordinating all programming sessions with stake holders.
- e. Be responsible for integration of the existing detention center
- f. Preparation of Jail Annex building demolition package
- g. Be responsible for specifications for furniture, fixtures, and equipment including prison equipment, prison cell accessories, and identifying acceptable suppliers to ensure compatibility, quality, and delivery.

7.2. Project Engineering Management Services

- a. Overall project coordination, web-based calendar of meetings and events *or eventually a web-based collaboration website*.
- b. Maintain lists like: project needs and issues, contact list, vendor list, etc.
- c. Website with secure access to project documents and reports
- d. Project schedule management including critical path identification, integration of all project participants activities, progress tracking vs plan, and report generation
- e. Project design cost budget and tracking of all spending actual vs plan

b Project Estimating Service

- a. Provide a 100% construction cost estimate with costs broken out for construction project control (i.e. construction packages). Included in the estimate are:

- Architectural, engineering, and construction estimates using space needs as basis
 - Site and Site development
 - Stormwater/drainage
 - Contingencies – design and construction
 - Landscape design
 - Services Detention Center Expansion
- b. Indirect costs (not all inclusive)
- Professional Services
 - Telecommunication systems and Intercoms
 - Furniture, Fixtures, and Equipment
 - Security systems—access control, surveillance, intrusion, vehicular control points, interviews, etc.
 - Distributed antenna system or bi-directional antenna
 - Audio Visual package
 - IT—new or relocated equipment, network tie-ins
 - Appliance package
 - Transitional planning/move costs

8. Include in proposal:

- 8.1. List of recent correctional facility projects with:
- a. A brief description of bidder's role
 - b. 3-D renderings of any applicable projects
 - c. Three to five client references and contact information within N.C.
- 8.2. A & E Detention Center Project organization
- a. Team organization chart with names and functions
 - b. Detailed resumés of each name and functional history
 - c. Proposed project execution plan
- 8.3. Template Cost of Services
- a. Hours, quantity, deliverables
 - b. Wage rate Build up

- c. Travel detail
 - d. Miscellaneous
- 8.4. Examples from bidder's project management notebook including examples of:
- a. Monthly Progress Report
 - b. Schedules
 - c. Needs and Issues List
 - d. Engineering Cost Report
 - e. Project Cost Report
 - f. Cost Trend Report
 - g. Project Calendar
 - h. Change Notices/Requests form
 - i. Project Controls Procedures—Manpower Forecast, Engineering Status Report
 - j. Example of invoice for services rendered
- 8.5. List of deliverables generated from previous correctional facility projects
- 8.6. List of Project Milestones and Payment Schedule by percent complete referencing Milestone completion

The County Selection Committee will review and identify the firm or top firms that are most qualified for services requested. Interviews may be conducted with the short - listed firms to permit further evaluation of qualifications. If held, it is anticipated that interviews will be conducted January 6, 2020.

9. Evaluation Criteria

- a. Qualifications: Specialized and relevant team experience in this type of project. Experience and expertise of individual team members and the team as a whole to provide the full range of services to include programming, design, and operational/staffing planning for these type facilities.
- b. Overall performance on past projects, as evidenced by references.
- c. Ability to design facilities within established budget and timelines
- d. Demonstrated ability to proposed project schedule and organization to complete tasks.

A contract will be negotiated with the selected firm following approval by Haywood County Board of Commissioners.

RFQ FORM

Professional Architectural and Engineering Services

December 14, 2020 Detention Center Expansion

To: Haywood County Finance Department:

Attn: Peggy Cope
215 N. Main Street
Waynesville, NC
28786

From: _____

I agree to the attached Terms & Conditions

Signature

Print Name

Contractor's License Number

Expiration Date

Company Name

Date: _____

Company Address Line 1

Company Address Line 2

Work Phone

Cell Phone

Email

Schedule 2

SERVICE CONTRACT AND INDEMNITY AGREEMENT

County of Haywood, North Carolina (hereinafter "County") agrees to secure the services of the company or individual (hereinafter "Contractor") indicated in the signature section below to provide labor for a particular job or services of a limited special nature. The Contractor has been offered contract work by the County and the work will be performed at site(s) owned or operated by the County. Prior to signing contract and prior to commencing services, County and Contractor have provided a jointly completed "Worker Status Determination Report" and "Vendor Registration Form" for inspection by qualified staff in the County Finance Department. In consideration of the foregoing premises, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

11. TERMS AND CONDITIONS

1. **Services:** The services to be performed by the Contractor shall be as described in documents attached hereto and incorporated herein by this reference. The work shall include all labor and materials which will be paid by the Contractor and necessary for completion of the work. Label attached documents sequentially beginning with Attachment 1. If more than two documents are attached, provide as Attachment 1 a list that identifies all documents attached and remaining documents shall be sequentially numbered.
 2. **Payment:** The Contractor will be paid as outlined in attached documents.
 3. **Warranty:** The Contractor shall and hereby does warranty all workmanship and materials for up to at least one year after completion of the project. Any materials, equipment, or workmanship discovered to be inferior or which fails to perform as reasonably expected shall be repaired or replaced by the Contractor, at the Contractor's expense, within a reasonable time period of the Contractor being notified of such discovery.
 4. **Independent Contractor:** The Contractor agrees that he/she is an "independent contractor" not under the control or supervision of the County and, therefore, not eligible for County employee benefits (such as health insurance and workers' compensation insurance). The County's health insurance policy and workers' compensation insurance will not cover the Contractor in the event of sickness, illness, injury, or accident. The personnel policies of the County do not apply to the Contractor. The Contractor does not make this agreement under any duress.
 5. **Taxes/Withholdings:** The Contractor is responsible for all federal and state employment taxes or other required withholdings. The County will not pay on the Contractor's behalf any federal or state income tax, social security tax, or any other withholding tax or benefit.
 6. **IRS Form 1099:** The Contractor will not be required to fill out an application for employment. The Contractor will not be provided a W-2 form, but the Contractor's pay will be reported to the IRS. The County will provide an IRS Form 1099 at the end of the calendar year to each Contractor per IRS rules and regulations.
 7. **Limited Need for Services:** As an "independent contractor", the Contractor's services may be needed for a limited time and the need may end at any time for any reason.
 8. **Compliance with Applicable Laws:** The parties to this Contract agree that the laws of the State of North Carolina shall govern the validity, construction, interpretation, and effect of this contract. The Contractor shall perform the work as provided for by the contract in compliance
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with all applicable federal, state and local regulations and laws including, but not limited to, the OSHA standards set and enforced by the Department of Labor, minimum hour and wage regulations, equal opportunity employment laws, confidentiality, state incorporation laws, state rules concerning the collection and reporting of sales and use taxes, restriction against officers and employees of the County deriving personal benefit(s) from the Contractor, disclosure of lobbying activities, etc. This Contract and the work to be done as described herein is also subject to the provisions of all pertinent local government ordinances which are hereby made a part hereof with the same force and effect as if specifically set out herein.

9. **Insurance and Bonding:** Prior to commencing services and throughout the term of this agreement, the Contractor and all subcontractors shall maintain in force adequate applicable insurance coverage for property and general liability, malpractice, workers compensation, and vehicle liability. When the minimum required insurance is determined to be insufficient, the Contractor will maintain in force insurance reasonably appropriate to the work to be undertaken by the Contractor. When exempt from workers compensation or other insurance coverage, the Contractor shall provide documented proof of exemption. Further, the Contractor agrees to provide a Certificate of Liability to the County for all applicable insurance coverage.
 10. **Indemnity:** To the fullest extent permitted by law, the Contractor agrees to and hereby does indemnify, defend, and hold harmless the County and County's officers, agents, and employees from and against any and all losses, costs, damages, obligations, and expenses incurred by the County (including, without limitation, attorney's fees) that arise in connection in any way, directly or indirectly, associated with the work to be performed by the Contractor or any of its agents, subcontractors, and employees (including, without limitation, any claim for personal injury, death, sickness, or disease, or payment arising from an employee of Contractor, any sub-Contractor or any other party), whether in any event such claim arises prior to completion of and payment for the contracted work or thereafter.
 11. **Damage to County Property:** The Vendor shall be responsible for any damage to or loss of the County's equipment or facilities arising out of an act or omission of the Vendor or its authorized user and deemed reasonable by either (1) both County and Contractor, (2) mediator, or (3) court/judge.
 12. **Amendment of the Contract:** No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties entitled to receive a right or obligated to perform a duty under this Contract. On behalf of the County, the Board of County Commissioners, or if designated by the Board, the County Manager will be required to sign. A signed original is to be fastened to the original Contract with signed copies retained by all parties.
 13. **Complete Agreement:** This Contract and all attachments constitute the complete agreement and understanding between the parties. All prior and coexisting agreements and understandings, whether oral or written, are to be without effect in the construction of any provision or term of this contract if they alter, vary, or contradict this Contract.
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SIGNATURE SECTION

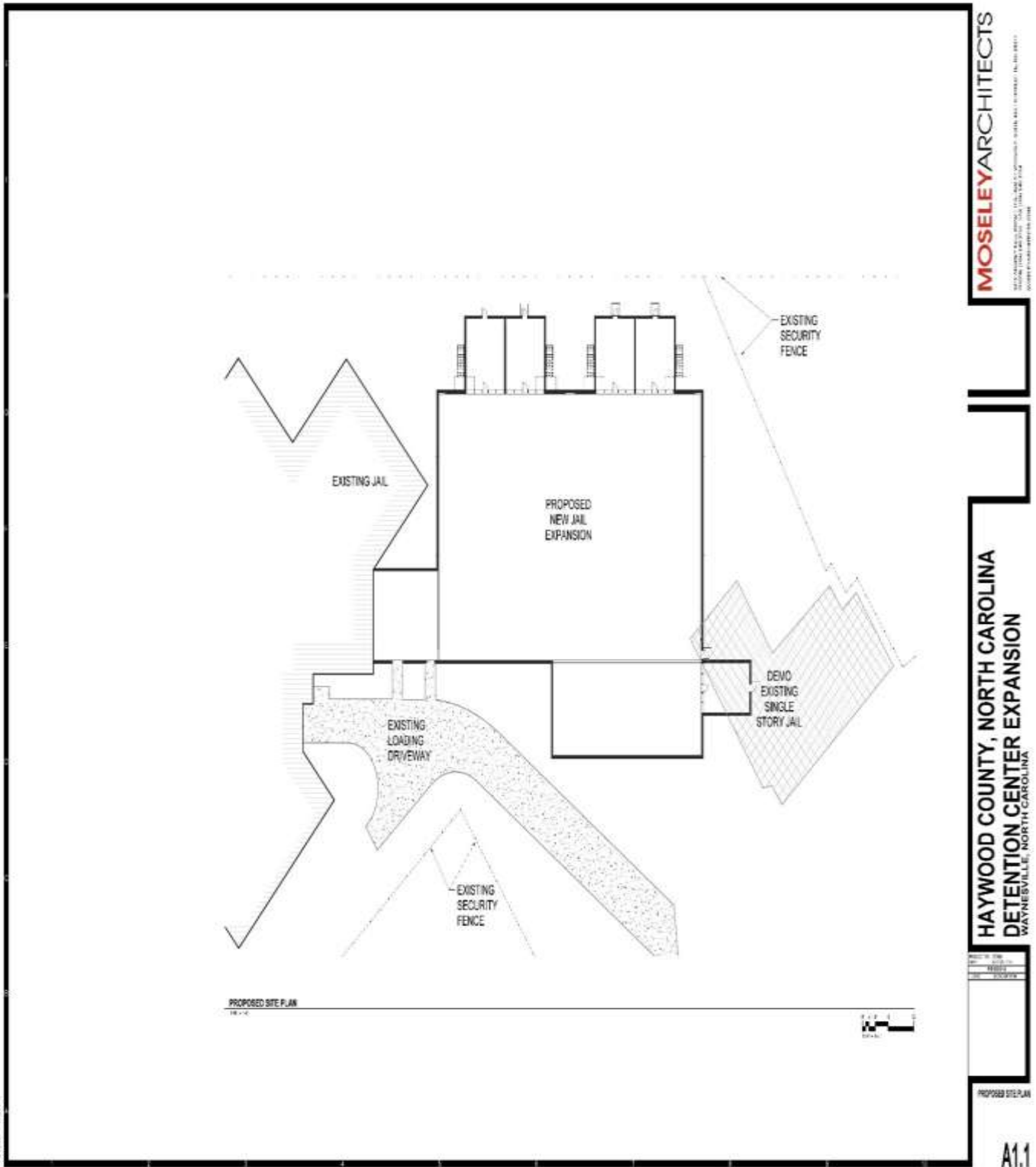
Subject to Contractor Approval: On behalf of the Contractor, please indicate consent to these terms and conditions by signing and completing the lines below.

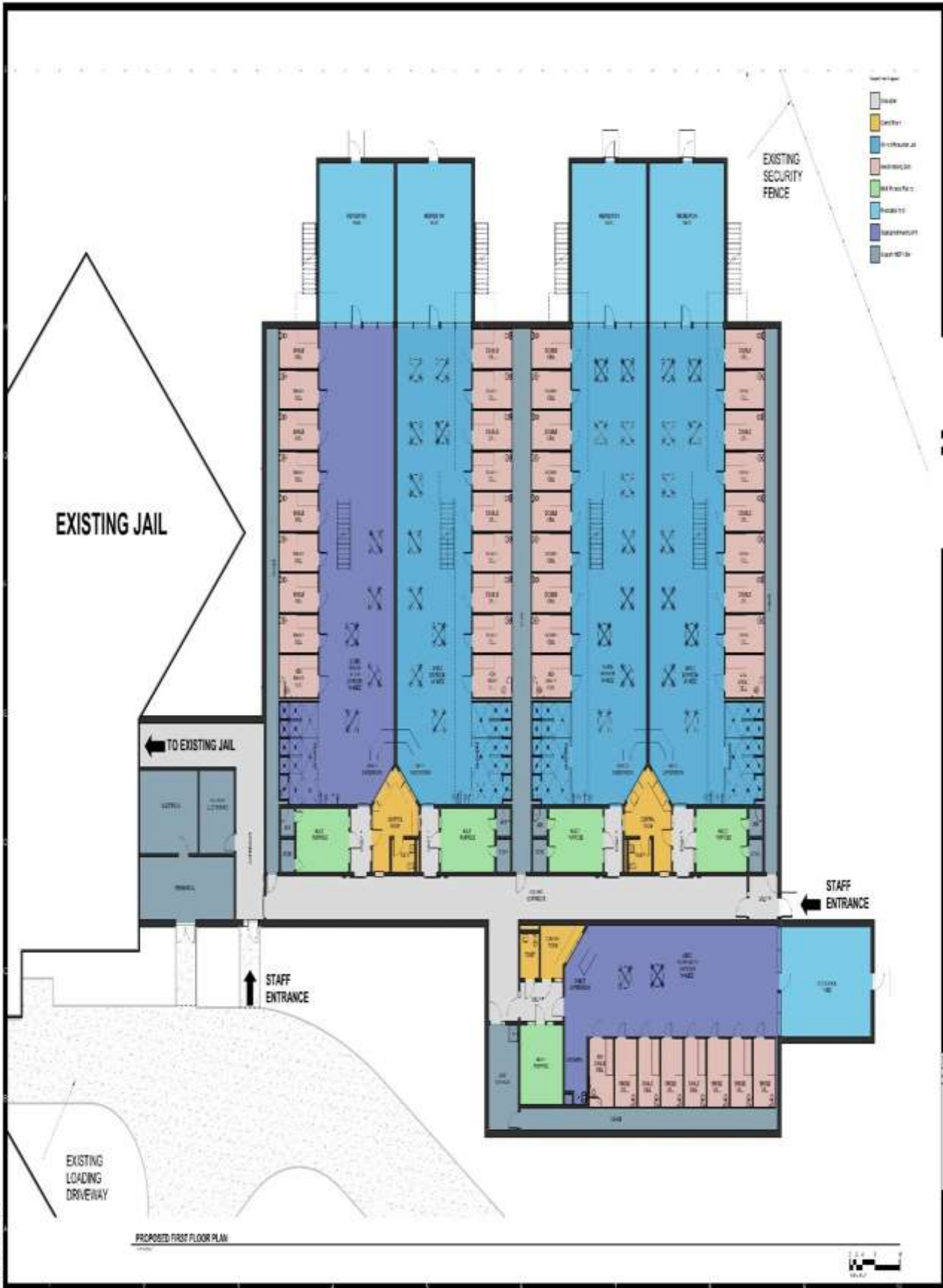
Printed Name of Company or Individual

Authorized Representative: Signature / Printed Name / Date

Service Contract and Indemnity Agreement and Terms and Conditions

12. Initial Possible Concept Drawings





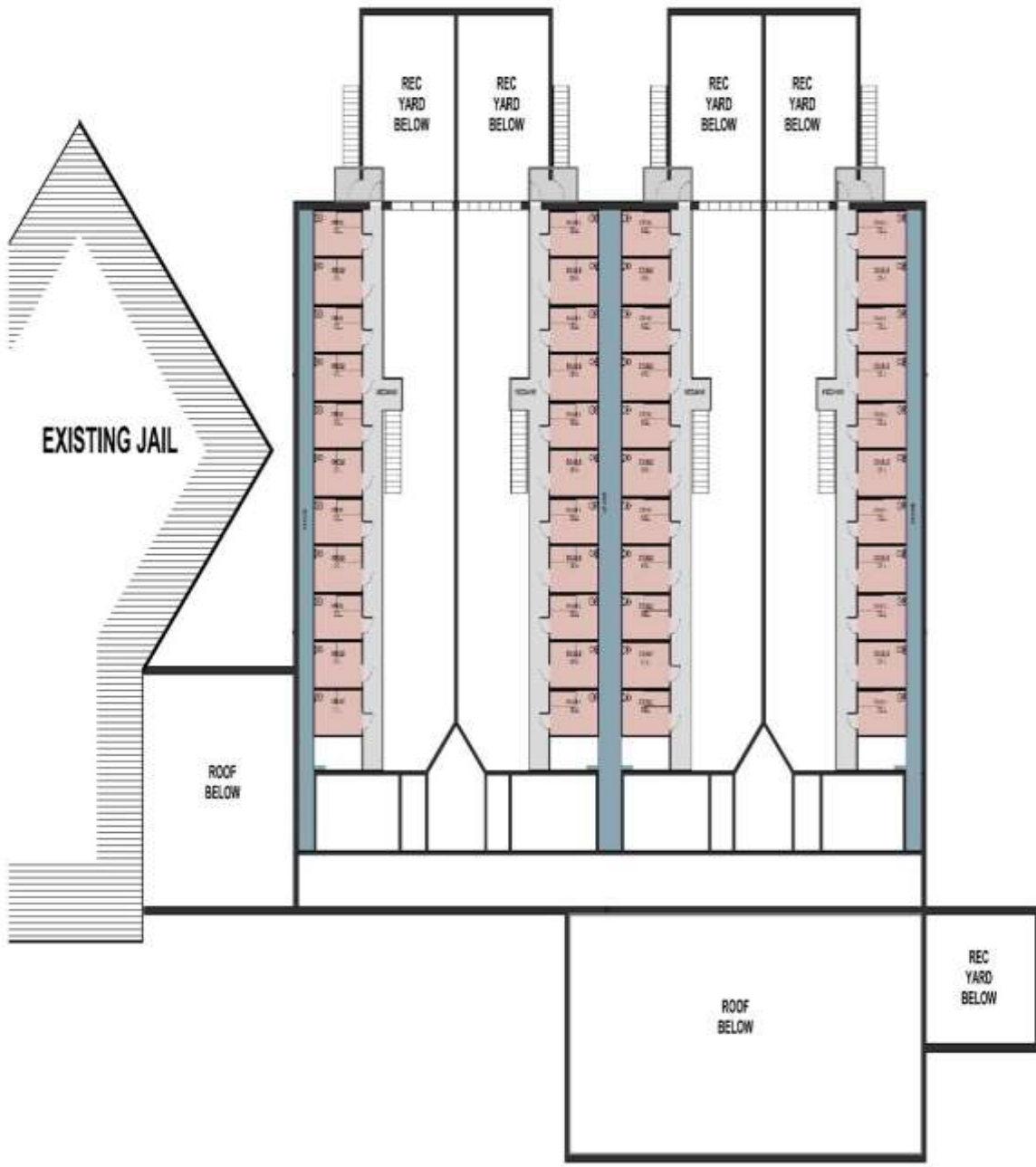
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PROPOSED FIRST FLOOR MEZZANINE

A2.1M

Legend

- Existing
- Proposed
- Roof Below
- Rec Yard Below



PROPOSED FIRST FLOOR MEZZANINE

