



## **Town of Carrboro, North Carolina Request for Qualifications: Commissioning Agent**

**Issue Date: January 10, 2021**  
**Submittal Deadline: February 1, 2021**

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### **Project Overview**

#### **A. Project Description**

The Town of Carrboro is seeking qualifications from interested Commissioning Agent Firms to complete the Commissioning for the new Town of Carrboro and Orange County Community Center (The 203 Project). The proposed site is an existing gravel parking lot located at 203 South Greensboro Street.

The 203 facility will include a new three-story, 53,000 GSF building and adjacent 173 car capacity parking deck. The project is currently planned for a Construction Manager at Risk delivery method.

#### **Project Vision Statement:**

*The 203 facility will be the area's new hub for our shared culture of learning and leisure—a community oasis that nourishes the mind, body and soul. As a user focused community center, it will connect Town and County residents to resources, tools and each other in the spirit of learning, making, and nurturing collective values. By integrating vital public resources—the Carrboro Recreation, Parks and Cultural Resources Department, the Orange County Southern Branch Library, the Orange County Skills Development Center, and WCOM—The 203 facility will host traditional services as well as new collaborative programming. New and enhanced programs will weave together learning with leisure, personal growth with vital workforce readiness. This purpose-built facility will be an environmentally sustainable, functionally resilient destination that is welcoming and accessible to all.*

#### **B. Scope of Services**

The objective of commissioning is to provide documented confirmation that a facility fulfills the functional and performance requirements of the building owner.

To reach this goal, it is necessary for the commissioning process to develop and document the owner's criteria for system function, performance, and maintainability, as well as, to verify document compliance with these criteria throughout design, construction, start-up, initial operation and seasonal operation. In addition, complete electronic operation and maintenance (O&M) manuals, as well as training on system operations should be provided to the building operators to ensure the building continues to operate as intended.

The Commissioning Agent (CxA) will be involved from initial design phase through construction warranty phase, including 1-year post occupancy testing/verification. The CxA will be responsible for reviewing and thoroughly documenting the Owner's Requirements and Basis of Design through reviews and interaction with the Project Engineer and the Owner. The primary role of the CxA during the overall design phase is to develop detailed commissioning specifications, assist with creating Building Controls Sequences of Operation, and to review design to ensure it meets the Owner's objectives as well as energy efficiency goals. During construction, the CxA coordinates the execution of a testing plan, which includes observing and documenting all systems' performance to ensure that systems are functioning in accordance with the Owner's objectives and the contract documents. The CxA is not responsible for design or general construction scheduling, cost estimating, or construction management, but it may be

necessary to assist with problem solving non-conformance issues and deficiencies. The CxA will be required to provide input on the overall master schedule where they are to perform tasks.

It is the owner's desire for the person designated as the CxA to satisfy as many of the following prerequisites as possible:

1. Acted as the principle CxA on several 50,000+ GSF Facilities
2. Acted as the principle CxA for at least two (2) projects that have achieved or are currently pursuing LEED certification.
3. Extensive experience in the operation and troubleshooting of building controls systems and MEP systems.
4. Extensive field experience is required, with a minimum of five (5) years in this type of work.
5. Knowledgeable in building O&M training.
6. Knowledgeable in air testing and balance and water systems.
7. Experienced in writing commissioning specifications.
8. Direct experience in monitoring and analyzing system operation using the building control system trending and standalone data logging equipment.
9. Excellent verbal and written communication skills. Highly organized and able to work with both the office and field personnel and the A/E, Consultant, and CM.

The CxA will be responsible for contracting with an outside firm for independent testing and air balancing of systems.

Closeout Services: The closeout for this project is required to be delivered in an electronic format and adhere to industry standards.

For purposes of completing the Statement of Qualifications, below is a list of relevant scope of work requirements for this RFQ:

1. Experience working with Municipalities
2. MEP Systems Commissioning
3. Building Automation Commissioning
4. Building Envelope Commissioning
5. LEED Commissioning Services
6. Post-Occupancy Analysis and Commissioning

## **CONTRACT**

The selected Firm will report directly to the Town's designee, and is to administer the contract to ensure that all work is performed in accordance with the contract requirements. See Attachment A – Town's Standard Contract.

The selected Firm will be required to furnish proof of Professional Liability insurance coverage in the minimum amount of \$1,000,000. Liability insurance certificates should list the Town of Carrboro as an additional insured. The Firm must have an adequate accounting system to identify costs chargeable to the project.

The selection of a Firm to provide the desired services on this specific project will be handled in accordance with the following process:

1. Submission by the Firm of a response to this Request for Qualifications.
2. Town may short list Firms to a minimum of three.
3. Pre-interview meeting and oral interview at the option of the Town
4. Town will identify firms based on qualifications in rank order.
5. Contract negotiations to finalize scope of work and price will begin with the number 1 ranked firm. If negotiations are unsuccessful with the first ranked Firm, negotiations will

begin with second ranked Firm and so on. *\* All Firms submitting qualifications; are expected – if selected – to prepare a scope of services, fee estimate, and any other required documentation in a timely manner. Failure to provide timely response will result in termination of the negotiations process.*

## **EVALUATION**

The following considerations, with the weighted importance, will be utilized for evaluation of all Letters of Interest submitted:

1. Firm's overall experience, knowledge, familiarity and past performance relating to cost-effective delivery of the requested services – 30%
2. Experience of the Firm's proposed staff to perform the required work and proximity of staff to project location– 40%
3. Firm's proposed project approach and management plan and demonstrated ability to provide sound recommendations, solutions and advice to the Town – 30%

Firms are requested to identify professional registrations, memberships, and any other appropriate design and construction industry credentials.

## **Corrections and Addendums**

Any corrections or addendums to this RFQ will be posted at the following web page:

<http://townofcarrboro.org/bids.aspx>

Applicants are responsible for monitoring this page for any corrections or addendums. **In the event that a correction or addendum is posted, applicants must include within their Cover/Introductory Letter a statement acknowledging that applicants have read and understand it.**

## FORMAT FOR SUBMISSION OF LETTERS OF INTEREST

All letters of interest are limited to 20 pages (reference forms are not included in the page count) inclusive of the cover sheet, and shall be typed on 8 1/2" x 11" sheets, single-spaced, one-sided. Fold out pages are not allowed. In order to reduce costs and to facilitate recycling; binders, dividers, tabs, etc. are prohibited. One staple in the upper left-hand corner is preferred. **Submittals containing more than 20 pages will not be considered.**

**Four (4) paper copies** of LOIs should be delivered to the address below. Firms must also send **one (1) electronic copy** of the LOI in a single PDF file, ideally less than 10 MB. The electronic copy can be included on a CD with the paper copy mailing or can be emailed to [bschmadeke@townofcarrboro.org](mailto:bschmadeke@townofcarrboro.org). (The Firm is responsible for ensuring the PDF file size does not prevent the delivery of the email.) Faxed copies will not be accepted.

### Section I - Introductory Letter

The introductory letter should be addressed to Arche McAdoo, Finance Director, and limited to two (2) pages and should contain the following elements of information:

- Expression of Firm's interest in the work;
- Statement regarding Firm's possible conflict(s) of interest for the work; and
- Summation of qualifications contained in the letter of interest.

### Section II - Qualifications

This section should contain information regarding evaluation and other factors listed in the advertisement such as:

- A brief synopsis of the Firm's previous experience that is focused to the type of project advertised for services [performed within last seven (7) years];
- The number of employees within the Firm;
- A brief description of the Firm's approach to performing the services for this work, including the Firm's understanding of their responsibility with regard to safety, contract administration, environmental responsibility, claims, and project delivery;
- The proposed personnel to be assigned to the work by discipline, their availability date on the project.
- Identify project personnel/subconsultant qualifications and experience as related to this work;
- Unique qualifications of key team members; and
- Any innovative approaches to be used.

### Section III - Project Personnel and Capacity-

This section should contain the following information:

- Capacity Chart/Graph (available work force);
- Organizational chart indicating personnel to be assigned by discipline and percent of effort;
- The resumes of key personnel
- Other resources to be assigned to the project;
- Other information.

### Section IV References

Firms must include in their submittal the completed reference form in Attachment B, or a typed form including the information requested in the form. Firms must list at least three – and may list up to five – references of clients for whom similar work was performed. This Appendix will not count against the page limit of the RFQ; however, Firms are encouraged to keep reference entries concise.

### SUBMISSION OF QUALIFICATIONS

Firms are invited to submit letters of interest for furnishing professional services outlined in this RFQ to the Town by **February 1, 2021**. **Submittals after this deadline will not be considered. This deadline applies to both the four paper copies and the electronic copy: all copies must be received by the deadline. No faxed copies will be accepted.**

**Firms responding to this request are encouraged to carefully check them for conformance to the requirements stated above. If responses do not meet ALL of these requirements or are submitted to any address other than shown below may be disqualified in the Town's sole discretion.**

**The address for mailings and hand-deliveries is:**

Arche McAdoo, Finance Director  
Town of Carrboro  
301 W. Main St.  
Carrboro, NC 27510

All questions concerning this RFQ should be directed to Ben Schmadeke, Capital Projects Manager at [bschmadeke@townofcarrboro.org](mailto:bschmadeke@townofcarrboro.org)

Questions may be submitted electronically only, to the contact above. Responses will be issued in the form of an addendum available to all interested parties. **Questions must be submitted to the person listed above no later than January 19, 2021** the last addendum will be issued no later than January 22, 2021

In order to be considered for selection, Firms must submit complete responses by the specified deadline. Failure to submit all information by the deadline will result in disqualification. The Town of Carrboro will review all qualifying RFQ submittals. After reviewing submittals, the Town MAY chose to short-list a minimum of three Firms to be interviewed.

The Town reserves the right to reject any and all submittals.

Attachment A – Town’s Standard Contract

NON-FEDERAL FUNDS STANDARD SERVICE CONTRACT



NORTH CAROLINA  
TOWN OF CARRBORO

SERVICE CONTRACT

**THIS CONTRACT** is made, and entered into by and between the **TOWN of CARRBORO**, a political subdivision of the State of North Carolina, (hereinafter referred to as “**TOWN**”, party of the first part and \_\_\_\_\_, (hereinafter referred to as “**CONTRACTOR**”), party of the second part.

**1. SERVICES TO BE PROVIDED**

**CONTRACTOR** hereby agrees to provide services and/or materials under this contract (hereinafter referred to collectively as “**SERVICES**” for \_\_\_\_\_ {Insert Name of Project} \_\_\_\_\_ pursuant to the provisions and specifications identified in “Attachment 1”.

**2. TERM OF CONTRACT**

The term of this **CONTRACT** for services and supplies is from \_\_\_\_\_ to \_\_\_\_\_.

**3. PAYMENT TO CONTRACTOR**

**CONTRACTOR** shall receive from **TOWN** an amount not to exceed \$XXXXXX. Unless otherwise specified, **CONTRACTOR** shall submit a monthly itemized invoice to \_\_\_\_\_ at the Public Works Department of the Town of Carrboro, NC 27510. Payment will be processed within 30 days upon receipt and approval of the invoice by **TOWN**.

**4. INDEPENDENT CONTRACTOR**

**TOWN** and **CONTRACTOR** agree that **CONTRACTOR** is an independent contractor and shall not represent itself as an agent or employee of **TOWN** for any purpose in the performance of **CONTRACTOR’S** duties under this contract. Accordingly, **CONTRACTOR** shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of **CONTRACTOR’S** activities in accordance with this contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

**CONTRACTOR**, as an independent contractor, shall perform said services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

**5. INSURANCE AND INDEMNITY**

To the fullest extent permitted by laws and regulations, the **CONTRACTOR** shall indemnify and hold harmless the **TOWN** and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the **CONTRACTOR** or its officials, employees, or contractors under this Contract or under the contracts entered into by the **CONTRACTOR** in connection with this Contract. This indemnification shall survive the termination of this agreement.

In addition, **CONTRACTOR** shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. **CONTRACTOR** shall supply **TOWN** with certification of insurance for workers' compensation coverage with North Carolina statutory limits.

**CONTRACTOR** shall maintain, at its expense, the following minimum insurance coverage:

General Liability with Combined Single Limit Bodily Injury and Property Damage not less than \$1,000,000 and Products and Completed Operations Liability not less than \$1,000,000.

**CONTRACTOR** agrees to furnish **TOWN** a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to **TOWN** verifying the existence of any insurance coverage required by **TOWN**. The certificate will provide for thirty (30) days advance notice in the event of termination or cancellation of coverage.

## **6. HEALTH AND SAFETY**

**CONTRACTOR** shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing services under this contract.

## **7. NON-DISCRIMINATION IN EMPLOYMENT**

**CONTRACTOR** shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, disability or on the basis of sexual orientation or gender expression/identity. **CONTRACTOR** shall take affirmative action to ensure that applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, disability or on the basis of sexual orientation or gender expression/identity. In the event **CONTRACTOR** is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by **TOWN**, and **CONTRACTOR** may be declared ineligible for further **TOWN** contracts.

## **8. GOVERNING LAW**

This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice in the County of Orange and the State of North Carolina.

## **9. AMENDMENT**

This contract may be amended only in writing by mutual agreement by both parties.

## **10. TERMINATION OF AGREEMENT**

This contract may be terminated at any time by either party by written notice of a minimum of ninety (90) days.

This contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this agreement, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

## **11. SUCCESSORS AND ASSIGNS**

**CONTRACTOR** shall not assign its interest in this contract without the written consent of **TOWN**. **CONTRACTOR** has no authority to enter into contracts on behalf of **TOWN**.

## **12. COMPLIANCE WITH LAWS**

**CONTRACTOR** represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment.

## **13. NOTICES**

All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

**TOWN OF CARRBORO  
FINANCE OFFICER  
301 WEST MAIN STREET  
CARRBORO, NORTH CAROLINA, 27510**

## **14. AUDIT RIGHTS**

For all services being provided under this contract, **TOWN** shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of said services. Audits shall take place at times and locations mutually agreed upon by both parties, although **CONTRACTOR** must make the materials to be audited available within one (1) week of the request for them.

## **15. TOWN NOT RESPONSIBLE FOR EXPENSES**

**TOWN** shall not be liable to **CONTRACTOR** for any expenses paid or incurred by **CONTRACTOR** prior to the commencement date of contract, unless otherwise agreed in writing.

## **16. ENTIRE AGREEMENT**

This Agreement and the attached document labeled "Attachment 1" shall constitute the entire understanding between **TOWN** and **CONTRACTOR** and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

## **17. HEADINGS.**

The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

## **18. E-VERIFY**

The **CONTRACTOR** shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. **CONTRACTOR** shall require subcontractors to comply with the requirements of Article 2, Chapter 64 of the North Carolina General Statutes.

## **19. IRAN DIVESTMENT ACT CERTIFICATION**

Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor shall not utilize any subcontractor that is identified on the List.

## **20. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL**



Contractor certifies that Contractor has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

The **CONTRACTOR** hereby agrees that each clause of this **CONTRACT** has been read and fully understands the meaning of the same and will comply with all of its terms.

**TOWN OF CARRBORO**

**CONTRACTOR**

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTEST**

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTEST**

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

\_\_\_\_\_  
**Finance Officer**

**REFERENCES**

PEF must supply three to five references of clients for whom similar work was performed. A PEF may fill out this form by hand, or substitute a typed form containing all the information requested below. This section does not count against the 22-page limit of the LOI, but Firms are encouraged to be concise in providing the information requested.

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Reference Company Name:

\_\_\_\_\_

Contact: \_\_\_\_\_ Phone#: \_\_\_\_\_

Nature of work performed:

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Reference Company Name:

\_\_\_\_\_

Contact: \_\_\_\_\_ Phone#: \_\_\_\_\_

Nature of work performed:

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Reference Company Name:

\_\_\_\_\_

Contact: \_\_\_\_\_ Phone#: \_\_\_\_\_

Nature of work performed:

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Reference Company Name:

\_\_\_\_\_

Contact: \_\_\_\_\_ Phone#: \_\_\_\_\_

Nature of work performed:

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Reference Company Name:

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Contact: \_\_\_\_\_ Phone#: \_\_\_\_\_

Nature of work performed:

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**STATE OF NORTH CAROLINA  
E-VERIFY AFFIDAVIT  
TOWN OF CARRBORO**

NOW COMES Affiant, first being sworn, deposes and says as follows:

- 1. I have submitted a bid for contract or desire to enter into a contract with the **Town of Carrboro**;
- 2. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

\_\_\_ After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

\_\_\_ I employ less than twenty-five (25) employees in the State of North Carolina.

- 3. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that to the best of my knowledge any subcontractors employed as a part of this bid and/or contract are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

\_\_\_ After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

\_\_\_ Employ less than twenty-five (25) employees in the State of North Carolina.

Specify subcontractor: \_\_\_\_\_

This the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Affiant

Sworn to and subscribed before me, this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

[OFFICIAL SEAL]

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

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