

ADDENDUM 1



Request for Qualifications

ARC Flash Analysis & Infrared Study for Forsyth County Facilities

Qualifications Will Be Received Until
12:00 Noon, Friday, July 21, 2017

By The City of W-S/Forsyth Co. Purchasing Department
In Room 324 City Hall Building
101 North Main Street
Winston-Salem, North Carolina

June 12, 2017

Please acknowledge receipt of this Addendum and include with your proposal.

Company

Authorized Signature

Date

Questions / Responses

The following questions for this RFQ have been received with County responses provided:

1. Project Timeline indicates July 1, 2017 notice to proceed. I believe this is a typo since the proposal deadline is July 21, 2017 **Response:** should be October 1, 2017
2. Section 1.7 Arc Flash Study, section 12 indicates that we are to provide "electronic file for Power System Modeling Software as developed and utilized for this analysis". Does this mean the county wants a seat (license) of the Power System Software itself? For instance, we utilize SKM Power System Tools and the cost per seat is approximately \$10,000 per license. Or just a copy of the actual file utilized to complete the reports. In other words, the SKM files. **Response:** Just a copy of the actual files not a license.
3. No appendix A was included in the RFQ. **Response:** Exhibit A is attached
4. Insurance requirements were not included in the RFQ. **Response:** New Exhibit - Exhibit B is example of contract including insurance requirements

Exhibit A

| LOCATION | PANELS CALC POINTS | PANELS NON-CALC POINTS | DISCONNECTS CALC POINTS | DISCONNECTS NON-CALC POINTS |
|---------------------------------|--------------------|------------------------|-------------------------|-----------------------------|
| Adult Outreach | 3 | 0 | 1 | 1 |
| Agricultural (AG) | 9 | 4 | 1 | 6 |
| Animal Control | 4 | 5 | 1 | 10 |
| Mental Health B | 9 | 9 | 4 | 9 |
| Mental Health C | 5 | 2 | 1 | 4 |
| Carver Library | 3 | 2 | 0 | 2 |
| Clemmons Library | 4 | 0 | 0 | 5 |
| Clemmons EMS | 3 | 0 | 0 | 1 |
| DSS | 21 | 19 | 4 | 31 |
| Fire Command | 10 | 4 | 2 | 14 |
| Fleet Maintenance | 10 | 0 | 2 | 17 |
| Government Center | 60 | 12 | 17 | 77 |
| Grounds Maintenance | 3 | 5 | 0 | 12 |
| HOJ - Court House | 39 | 32 | 21 | 24 |
| DSS Power Plant | 11 | 0 | 6 | 17 |
| LEDC - Detention Center | 58 | 26 | 10 | 146 |
| Lewisville Library | 8 | 0 | 3 | 20 |
| Liberty Street Storage | 11 | 0 | 7 | 7 |
| Malloy Jordan Library | 4 | 0 | 1 | 4 |
| Old Environmental Affairs | 2 | 0 | 2 | 6 |
| Old Sheriff Admin | 14 | 18 | 4 | 4 |
| Public Health | 23 | 0 | 0 | 14 |
| PSC | 41 | 33 | 24 | 96 |
| Reynald Library | 4 | 0 | 2 | 4 |
| Rural Hall Library | 3 | 0 | 0 | 5 |
| Old Fleet Maintenance | 3 | 0 | 1 | 0 |
| South Side Library | 4 | 0 | 4 | 0 |
| Triangle EMS | 4 | 0 | 0 | 1 |
| Walkertown Library | 4 | 0 | 4 | 0 |
| EMS - Fifth Street | 8 | 1 | 1 | 37 |
| Clemmons Radio Tower | 2 | 0 | 2 | 3 |
| Fairlawn Radio Tower | 2 | 0 | 2 | 3 |
| Kernerville Radio Tower | 2 | 0 | 2 | 3 |
| Lewisville Radio Tower | 2 | 0 | 2 | 3 |
| Old Richman Radio Tower | 2 | 0 | 2 | 3 |
| Palmer Lane Radio Tower | 2 | 0 | 2 | 3 |
| Walkertown Radio Tower | 2 | 0 | 2 | 3 |
| Winston Tower Radio Tower | 2 | 0 | 1 | 4 |
| C G Hill Park | 1 | 0 | 0 | 2 |
| Horizons Park | 5 | 0 | 0 | 3 |
| Joanie Moser | 2 | 0 | 0 | 1 |
| Kernersville Park | 4 | 0 | 0 | 1 |
| Union Cross Grounds Maintenance | 2 | 0 | 1 | 3 |
| Union Cross Park | 7 | 3 | 3 | 2 |
| Triad Park | 19 | 2 | 2 | 19 |
| Walkertown Community Park | 1 | 0 | 0 | 1 |
| Tanglewood Park | 185 | 100 | 26 | 144 |
| | 627 | 277 | 170 | 775 |

| | |
|------------------------------------|--------------|
| Total Calculated Points | 797 |
| Total Non Calculated Points | 1,052 |
| Total Points | 1,849 |

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, by and between Forsyth County, North Carolina (the “County”) and _____ (the “Provider”);

WITNESETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the County hereby contracts for the services of the Provider, and, the Provider agrees to provide the services to the County in accordance with the terms of the Agreement.

I.

The services to be performed by the Provider shall be as follows:

The following documents, attached hereto, are incorporated herein:

II.

The services of the Provider shall begin on _____ and unless sooner terminated by mutual consent or as hereinafter provided, shall be provided until _____ provided, that either party shall have the right to terminate this Agreement for services upon thirty (30) days notice in writing to the other party.

III.

As full compensation for the Provider’s services, the County agrees to pay the Provider a sum up to _____. Total payments under this contract are not to exceed _____ during fiscal year _____.

IV.

The Provider shall bill the County for services rendered during the preceding thirty (30) days. The County shall pay all such bills within the following ten (10) days provided all elements of the Agreement are satisfactorily met.

The Provider shall operate as an independent contractor, and the County shall not be responsible for any of the Provider’s acts or omissions. The Provider agrees to hold the County harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions of the Provider.

The Provider is not eligible for workers’ compensation under Forsyth County’s policy while performing the contracted service for Forsyth County.

Furthermore, the Provider agrees to protect, defend, indemnify, and hold Forsyth County, its officers, employees, and agents free and harmless from and against any and all losses,

penalties, damages, settlement cost charges, professional fees or other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, action, proceedings, or causes of action of every kind in connection with or arising out of this or any future agreement and/or the performance growing out of injury to the contractor or contractor's agents, servants, employees, subcontractors, or suppliers. The Provider furthermore agrees to investigate, handle, respond to, provide defense for all claims, liens, demands, obligations, action, proceedings, or causes of action of every kind and defend them at its sole expense and agrees to bear all other costs and expenses related thereof. These terms apply to this and any future agreement the Provider may have with Forsyth County.

The Provider shall not be treated as an employee of the County with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. The Provider understands that neither federal, nor state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Provider or the employees of the Provider. The Provider further understands and agrees that the Provider is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement.

The Provider shall not be treated as an employee of the County with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County.

The County shall not be liable to the Provider for any expenses paid or incurred by the Provider unless otherwise agreed in writing.

The Provider shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

The Provider shall maintain, at its sole expense, the following minimum insurance coverage:

A. Commercial General Liability Insurance. The Provider shall maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit. Such insurance coverage shall:

1. **Include the County, its officials, officers, and employees as additional insured** with respect to performance of the Services. The coverage shall contain no special limitations on the scope of protection afforded to the above listed insureds.
2. **Be primary** with respect to any insurance or self-insured retention programs covering the County, its officials, officers, and employees.

B. Business Automobile Liability Insurance. The Provider shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

C. Workers' Compensation and Employers' Liability Insurance. The Provider shall maintain workers' compensation insurance with North Carolina statutory limits and employers' liability insurance with limits of not less than \$100,000 each accident.

D. Other Insurance Requirements. The Provider shall:

1. Prior to commencement of services, furnish the County with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this section.
2. Provide certified copies of endorsements and policies, if requested by the County, in lieu of or in addition to certificates of insurance.
3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of the services.
4. Maintain such insurance from the time services commence until services are completed.
5. Place such insurance with insurers authorized to do business in North Carolina and having A. M. Best Company ratings of not less than A:VII. Any alternatives to this requirement shall require written approval of the County's Risk Manager.

The Provider understands and acknowledges that these insurance coverage requirements are minimums and that they do not restrict or limit the hold harmless provisions of this agreement.

V.

The Provider has no authority to enter into contracts or agreements on behalf of the County.

The Provider declares that it has complied with all federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement.

The Provider agrees to comply with all state and federal occupational safety and health laws, regulations and standards relating to services covered by this contract.

The Provider and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of newly hired employees. Failure of the provider to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law. It is the expectation of Forsyth County that the Provider will comply with all applicable federal immigration laws in its hiring and contracting practices relating to the services covered by this contract involving County funds, as outlined in the Resolution adopted by the Forsyth County Board of Commissioners at its regular meeting of October 23, 2006.

In accordance with N.C.G.S §147-86.59 and other applicable sections of N.C.G.S. §147-86.55 et seq., the Iran Divestment Act of 2015, each Party hereby certifies that it is not identified on the State Treasurer's list of persons which the Treasurer has determined engage in investment activities in Iran, including any subcontractors hereunder of either Party.

This agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to choice of law principles.

This agreement shall supersede and cancel all other agreements and understandings, written or oral, relating to this subject matter of this agreement.

IN WITNESS WHEREOF, the County and the Provider have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

By: _____

ATTEST:

Clerk to the Board

(SEAL)

Provider: _____

By: _____

Tax ID number: _____