

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: FEBRUARY 9, 2015 AGENDA ITEM NUMBER: 11

**SUBJECT: RESOLUTION AWARDING A CONTRACT FOR THE FORSYTH COUNTY
CENTRAL LIBRARY RELOCATION SERVICES
(GENERAL SERVICES DEPARTMENT)**

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

See attached

ATTACHMENTS: YES NO

SIGNATURE: *J. Audrey Watts, Jr. /cdh* DATE: February 5, 2015
COUNTY MANAGER

**RESOLUTION AWARDING A CONTRACT FOR THE
FORSYTH COUNTY CENTRAL LIBRARY RELOCATION SERVICES
(GENERAL SERVICES DEPARTMENT)**

WHEREAS, Forsyth County's consultant on the Central Library construction project, T2pm, prepared and issued a Request for Proposals, on behalf of Forsyth County, requesting proposals from professional moving services companies with expertise in library relocations to identify the best company to provide relocation services for the Central Library facility; and

WHEREAS, proposals were received from the following companies:

William B. Meyer, Incorporated, Stratford, CT	\$138,375
Hallet Movers, Summit, IL	\$175,150
Kane Company, Elkridge, MD	\$175,596
Graebel, Charlotte, NC	\$115,900
Mitchell Brothers, Greensboro, NC	\$129,955; and

WHEREAS, after a detailed analysis of the proposals, based on bid response, bid amount, moving methodology and schedule, and library move experience, T2pm recommends that Forsyth County award a contract for the Central Library Relocation services to William B. Meyer, Incorporated based on its ranking under the above criteria; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds are available to cover the cost of the contract;

NOW, THEREFORE, BE IT RESOLVED by the Forsyth County Board of Commissioners that a contract for the Forsyth County Central Library Relocation Services is hereby awarded to William B. Meyer, Incorporated in the amount of \$138,375 and pursuant to the provisions set forth in the Request for Proposal, which are incorporated herein by reference.

BE IT FURTHER RESOLVED that the County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, a contract with William B. Meyer, Incorporated, subject to a pre-audit certificate thereon by the Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney.

Adopted this 9th day of February 2015.

Proposal Criteria Ranking

	RFP Detail	Bid Amount	Move Methodology & Schedule	Library Move Experience	Point Total
William B. Meyer, Stratford, Ct	25	22 <i>\$138,375</i>	25	25	97
Hallet Movers, Summit, Ill	25	19 <i>\$175,150</i>	23	25	92
Kane Company, Elkridge, MD	25	17 <i>\$175,596</i>	23	25	90
Graebel, Charlotte, NC	10	25 <i>\$115,900</i>	12	10	57
Mitchell Brothers, Greensboro, NC	5	24 <i>\$129,955</i>	11	5	45

**W.B. Meyer Sample of Completed
Library Relocation Project Clients**

Boston Public Library
Ridgefield, Connecticut Public Library
University of Chicago
Duke University Rubenstein Library
Princeton Theological Seminary
Utah State University
University of Texas San Antonio
Naval War College
Brown University
Cornell University
University of Richmond
University of Alabama
Georgia Gwinnet College
Northeastern University School of Law
Harvard University Countway Library
Georgia State University
Yeshiva University (NY)
Salem State College (MA)
Goucher College (MD)



Forsyth County Central Library Relocation
660 West Fifth Street
Winston-Salem, North Carolina

Request for Proposal
Phase 1
Moving Services Provider

Submit All Enquiries and Electronic Responses To:

Ms. Lynda McCutchen
lynda@t2pm.com

Issue Date: December 12, 2014
Submission Deadline: 2:00pm EST, January 6, 2015
Request To: Moving Services Providers



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1. Overview of the Requirement & Project Background

Forsyth County is requesting Proposals from shortlisted professional Moving Services Companies with expertise in Library relocations to serve as part of the Project Team on the Forsyth County Central Library Renovation.

Forsyth County is vacating the existing Central Library facility (approximately 102,000 square feet) located at 660 West Fifth Street in Winston-Salem, NC in order to renovate and construct a new facility. The Library closed operations on October 15, 2014 and relocated all personnel November 1, 2014. The building must be emptied of the Library collections, furnishings, fixtures and equipment before demolition begins. All contents will be relocated into one storage facility (multiple floors) for the duration of construction.

After renovation and construction is completed, stored collections, furnishings, fixtures and equipment designated for reuse, will be relocated from storage facilities into the new Library facility. This is Phase 2 and is not included in this RFP.

Respondents will work directly with T2pm, Limited (acting as the Relocation Manager) and Forsyth County to ensure that the relocation of the contents of the Central Library to the storage facility is completed:

- On time
- Within budget
- With no disruption to Forsyth County activities
- With no loss of property
- With all Library media stored in pre-determined order
- With no loss of skilled personnel
- With no damage to the origin or destination buildings
- With the vacated existing facility left clear and clean of debris
- With all cartons, moving materials and trash related to the move properly disposed of from the building

2. Definitions

When used in this Request for Proposal:

- A. "Business Day": any Calendar Day, other than a Saturday, Sunday, or Holiday;
- B. "Calendar Day": the period from one midnight to the following midnight;
- C. "County" means the Forsyth County, NC;
- D. "County Board" means the County Board of Commissioners of Forsyth County, NC;
- E. "Contract": the combined documents consisting of the Request for Proposal package, Request for Proposal package and any documents and drawings referred to and incorporated therein together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
- F. "Contract Administrator": the person authorized to represent the County in respect of the Request for Proposal unless otherwise specified hereinafter;
- G. "Contractor": the person undertaking the performance of the work under the terms of the Contract;
- H. "May": an allowable action or feature which will not be evaluated;
- I. "Must" or "Shall": a mandatory requirement which will be evaluated on a pass/fail basis;
- J. "Person": an individual, firm, partnership, association or corporation, or any combination thereof, includes heirs, administrators, executors or legal representatives of a person;
- K. "RFP" means Request for Proposal;
- L. "Respondent": any Person or company submitting a Proposal Submission in response to this Request for Proposal;
- M. "Should": a desirable action or feature which will be evaluated on a relative scale;
- N. "Site": the lands and places on, under, in or through which the work is to be performed;

- O. "Submission or Proposal Submission": that portion of the Request for Proposal which must be completed or provided and submitted by the Submission Deadline;
- P. "Submission Deadline": the time and date for final receipt of Submissions;
- Q. "Work" or "Works": the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be performed pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all material, labor and services necessary for or incidental to the fulfilment of the requirements of the Contract, including all Changes in Work which may be ordered as herein provided.

3. Request for Proposal

3.1 Enquiries

All enquiries related to this RFP are to be directed, in writing, to the Contract Administrator at the email address identified in Section 3.2. Information obtained from any other source is not official and should not be relied upon.

Any Respondent who has questions as to the meaning or intent of any part of this document or who believes this document contains any error, inconsistency or omission should make an enquiry in writing to the Contract Administrator at least five (5) business days prior to the Submission Deadline requesting clarification, interpretation or explanation.

Responses to enquiries which, in the sole judgement of the Contract Administrator, require a correction to or a clarification of the RFP will be provided to all Respondents by issuing an addendum.

Responses to enquiries which, in the sole judgement of the Contract Administrator, do not require a correction to or a clarification of the RFP will be provided by the Contract Administrator only to the Respondent who made the enquiry.

3.2 Contract Administrator

The Contract Administrator is:

Lynda McCutchen
T2pm, Limited
Lynda@t2pm.com

3.3 Addenda

The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the RFP, or clarifying the meaning or intent of any provision therein.

The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

The Respondent is responsible for ensuring that they have received all addenda. Respondent should acknowledge receipt of each addendum with their Proposal submittal.

3.4 Restriction on Communications

All communications relating to this RFP must be directed to the point of contact identified in Section 3.2. After the issuance of the RFP, all Respondents are prohibited from attempting to persuade or influence any County officials, their agents or employees or any member of the relevant selection committee, for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by telephone, by electronic mail, or by any other means of communication, at any time from the release of the RFP to award of the Respondent; provided nothing herein shall prohibit Respondents from communicating with the County or their representatives or unless otherwise directed.

3.5 Closing Date

Complete electronic copy proposals in a PDF format must be received **no later than 2:00pm EST, on January 6, 2015** at:

Ms. Lynda McCutchen
lynda@t2pm.com

Responses must not be sent by facsimile.

Complete hard copy proposals must be received **no later than 2:00pm EST, on January 6, 2015** at:

Forsyth County Government Center
General Services
201 North Chestnut Street
Winston-Salem, NC 27101
Attn: Mr. Gary Key

Responses and their envelopes should be clearly marked with the name and address of the Respondent and the project title.

3.6 Late Responses

Proposal Submissions received later than the Submission Deadline will be considered non-responsive.

3.7 Proposal Review Committee

Proposal Submissions will be reviewed by a committee comprised of Forsyth County and T2pm, Limited.

3.8 Review and Selection

Firms will be required to participate in interviews with the County and to visit the project sites. Firms will provide a Proposal for Moving Services for Phase 1 of this project (De-Occupation of the Library). The Proposal Review Committee will check responses against mandatory criteria. Responses not meeting all mandatory criteria will not be considered for selection. See Evaluation Criteria, Section 9.

3.9 Signed Responses

Responses must be signed by an officer in the corporation. Electronic copy of the response should be a scanned version of the signed copy with signature.

3.10 Respondent's Costs and Expenses

Respondents are solely responsible for their own costs and expenses in preparing and submitting a Proposal Submission and participating in the RFP, including the provision of any additional information or attendance at pre-proposal conference and site visit.

3.11 No Contract

By submitting a Proposal Submission and participating in the process as outlined in this document, Respondents expressly agree that no contract of any kind is formed under, or arises from this RFP, and that no legal obligations will arise.

The County reserves the right and the full power to give notice in writing of any change to its Contract Administrator, amend any dates, schedules, limits and Scope of Work and any contract awarded, or to reject any and all Submissions, to launch a new or amended procurement process, or to decide that it will not issue the RFP, without incurring any liability in respect of costs or damages incurred by any Respondent.

Without limiting the generality of the foregoing, the County reserves the right and the full power to amend or cancel this RFP, the procurement process or the Project at any time.

The County will have no obligation to award a Contract where: (a) only one Submission is received; or (b) in the judgment of the County, the interests of the County would best be served by not entering into a Contract. The County reserves the right to disqualify any Respondent. The County reserves the right to reject any and all proposals.

3.12 Respondent Responsibility

Respondent shall examine this RFP and contract documents and shall exercise their own judgment as to the nature and scope of the work required. No plea of ignorance of conditions or difficulties that exist or may hereafter arise in the execution of the work under this contract as a result of failure to make necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the Respondent to fulfill the requirements of the contract.

3.13 Proposal Content

Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response. Elaborate proposals beyond what are sufficient to present a complete and effective proposal, are not necessary or desired.

3.14 Withdrawal or Revision of Proposals

A Respondent may, without prejudice, withdraw a proposal submitted prior to the date and time specified for receipt of proposals by requesting such withdrawal in writing before the due time and date for submission of proposals. Telephone requests for withdrawal shall not be accepted. After the due date of submission of proposals, no proposal may be withdrawn by the Respondent for a period of 120 days or as otherwise specified or provided by law. Any Respondent may modify his proposal by resubmitting to the Contract Administrator in Section 3.2 at any time prior to opening of proposals.

3.15 Designation of Proprietary Information

All information submitted in response to this RFP may be made available for public inspection according to North Carolina's Freedom of Information Law or other applicable public record laws. To the extent permitted by such laws, it is the intention of the County to withhold the contents of the bid from public view until such time as competitive or bargaining reasons no longer require non-disclosure, in the opinion of the County. At that time, all bids will be available for review in accordance with such laws.

Respondent may submit with this RFP separated and marked items that Respondent deems to be proprietary or otherwise confidential, and the specific reasons Respondent is seeking confidentiality. The County will handle such information according to applicable law; however the County cannot ensure that the information will not be subject to release if a request is made under applicable public records laws.

Neither a proposal in its entirety nor price information will be considered confidential. The entire contents of any resulting contract cannot be considered confidential. The County will not provide advance notice to a Respondent prior to release of any requested record.

3.16 Binding Offer

A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgement of this condition shall be indicated, on the "Request for Proposal Signature Page," by the signature of the Respondent or an officer of the Respondent legally authorized to execute contractual obligations. By submitting a proposal, the Respondent affirms its acceptance of the terms and conditions of this RFP, including its attachments and exhibits, without exception, deletion or qualification, and without making its offer contingent.

3.17 Service Provider Agreement

Upon selection, the County will issue a Service Provider Agreement to the selected Respondent. This agreement will include all Insurance and Certification requirements requested by the County. (See sample attached.)

3.18 Liquidated Damages

The Contractor shall commence work to be performed under this Agreement on a date specified in the written Notice to Proceed issued by the County and shall complete all work required by the County within 40 consecutive calendar days*. In excess of the specified number of days, the Contractor shall pay to the County the sum of two-hundred and fifty dollars and no cents per calendar day as liquidated damages

4. Proposed Schedule

4.1 Targeted Milestones

The following schedule contains major milestones for the RFP process for this project, and may be modified by the County as deemed appropriate. They represent the County's desired timeline for implementing this project. Any revision to the Due Date for submission of proposals will be made by addendum. All other dates may be adjusted without notice, as needs and circumstances dictate.

Request for Proposal Issued	December 12, 2014
Mandatory Conference & Site Visit	December 16, 2014
Questions Due to the County	December 24, 2014
Submittals Due to the County	January 6, 2015

4.2 Targeted Project Schedule

April/May 2015 (TBD)	Phase 1 Relocation Activities
May 2015 (TBD)	HazMat Removal / Demolition Begins

4.3 Final Work Schedule

Final work schedule shall be determined by the Contractor and the Relocation Manager and approved by the County prior to execution of the contract.

5. Mandatory Pre-Bid Conference and Site Visit

A mandatory Pre-Bid Conference and Site Visit will be held at the Forsyth County Government Center on December 16, 2014. Respondents are required to RSVP no later than 4:00pm on December 12, 2014 to the Contract Administrator via email. Please include the number of intended attendees, names, titles, phone numbers and email addresses. Please limit attendees to no more than three people. Meeting location specifics will be provided by the Contract Administrator.

The Pre-Bid Conference and Site Visit will provide Respondents the opportunity to ask questions about the RFP and County requirements. Bids from Respondents not in attendance will be rejected. Changes to the Pre-Bid Conference and Site Visit are at the sole discretion of the County.

6. Scope of Work

6.1 Description

The existing Forsyth County Central Library consists of two buildings located at 660 West Fifth Street; a two-story 1950's building and a three-story 1979 addition.

All Library contents will be relocated onto at least two floors of the Public Safety Center in Winston-Salem. A block plan of the storage facility and a structural analysis of the floors has been completed. A detailed layout denoting book stock and furniture storage locations will be completed prior to the site visit for review with the Respondents.

A detailed assessment and inventory of furniture and equipment has been completed and included within this RFP package. Items have been identified in three categories and will be stored separately in those categories.

An inventory of approximately 180,000 book stock (10,000 linear feet) has been completed and is included within this RFP package. (Actual quantity to be confirmed by Respondent.) Library collections include, but are not limited to, fiction and non-fiction books for adults & teens, children's books, audiotapes, CD's, DVDs and other media and magazines.

Shelving will be dismantled, bundled and identified, removed from the facility and stored. It has been identified in the FF&E Existing Room Inventory.

Workstation product will be torn down, bundled and identified, removed from the facility and stored. It has been identified in the FF&E Existing Room Inventory.

6.2 General Requirements

The selected Contractor shall be responsible for identifying, packing, moving and securely storing the contents which will remain in storage for the duration of construction (approximately 24-30 months). The Contractor shall move FF&E and book stock to:

- a) Public Safety Center – 301 North Church Street, Winston-Salem, 5th Floor
- b) Public Safety Center – 301 North Church Street, Winston-Salem, 6th Floor
- c) Public Safety Center – 301 North Church Street, Winston-Salem, 3rd Floor (option)

The Public Safety Center is occupied by the Forsyth County Sheriff's Office. Floors 3, 5 and 6 are currently vacant. Building information including plans, elevator specifications and loading dock information is included as part of this RFP package.

6.3 Relocation Consultation & Planning

Contractor shall meet with the Relocation Manager (T2pm, Limited) to develop a comprehensive moving plan and schedule to move the contents from their current location to the specified storage locations. This initial discussion shall take place within seven (7) days after the Notice to Proceed letter is issued. In addition to this initial meeting, Contractor's Project Manager will attend three Pre-Move Meetings with the Relocation Manager and Library staff. Contractor will be required to provide knowledge and assistance pertaining to but not limited to the following:

- a) Measuring and mapping the Library collections.
- b) Tagging and identifying the Library collections for storage.
- c) Determining best option for long-term storage materials.
- d) Determining order of relocation.
- e) Reviewing preliminary storage bulk plan and layout with Relocation Manager to determine labelling system.
- f) Providing a detailed Relocation and Packing Schedule with coordinating staffing.
- g) Providing Storage Spreadsheet identifying book stock per pallet, per box.

6.4 Relocation

The Contractor will relocate all FF&E and Library collections to the storage facility.

FF&E categories will be stored separately within the storage facility. Storage of items should be such that pieces can be accessed if needed during the storage period.

The Library collection will be removed from the current shelving, moved to the storage facility and boxed for long-term storage. Boxes will be placed on pallets using a pre-determined stacking method.

Existing shelving and workstations will be torn down and each unit bundled and identified. Shelving will not be functional during storage unless it is determined during Consultation & Planning that they be used for storage of speciality items.

The Contractor shall furnish all rolling book carts, gondolas, hand trucks, dollies, ramps, padding, plastic wrapping, cartons, tape, tags, and other equipment and supplies to be used to carry out the relocation.

One (1) freight elevator and four (4) passenger elevators are available for use at the storage facility (Public Safety Center)..

6.5 Oversight & Safety

The Contractor shall designate a Project Manager as point of contact with the Relocation Manager. The Contractor's Project Manager shall represent the Contractor to the County during all phases of the work being performed. At any time when materials are being prepared or moved, a Project Supervisor, working under the direction of the Project Manager, shall be available and responsible for property, workers, and work underway.

The Contractor shall transport Forsyth County Central Library property in such a way that the property is secure and protected from damage from handling, vibrations, moisture, weather hazards, and all other causes. Proper protective measures shall be used to provide optimum protection for County property from the time it is removed from its current location to the time it is placed at the storage facility. At no time shall the Contractor leave County property unattended or in unsecured areas. No materials shall be left on trucks overnight.

The Contractor shall provide adequate protection for the floors, carpeting, wall surfaces and corners, doors, doorframes, windows, elevators, stack end panels and shelving, and other features of the buildings. Contractor shall use materials such as masonite, plywood, corrugated board, and corner protectors. The Relocation Manager shall review the precautions taken prior to the beginning of the move. This shall not negate the Contractor's responsibility.

The Contractor's Project Manager and Supervisors shall be at work sites during all working hours to ensure that work is done in accordance with the terms of the contract and shall supervise the work constantly.

The Contractor shall be responsible for the placement of the collections according to the mapping scheme determined by the Contractor with the Relocation Manager. The Contractor shall ensure that exact order of the collection is maintained during the course of all phases of the project.

The Contractor shall ensure that his or her employees comply with County regulations while at work sites. Eating, drinking alcoholic beverages and tobacco use is prohibited on County property at all times. Work sites shall be kept free from trash. Library materials shall be handled with clean hands.

The Contractor shall remove and dispose of all debris from both locations on a daily basis, in receptacles provided by the Contractor. Upon completion of the work, Contractor shall remove from all work sites all equipment and other property belonging to the Contractor.

The Contractor shall be responsible for any and all loss or damage to buildings, building sites, and Library property by theft, accident, or other means during the performance of the project described herein. Sites include all structures and utilities; as well as adjacent portions of streets, sidewalks, landscaping, and other property. The Contractor shall be responsible for damages and shall replace or repair at the County's discretion.

Library collections shall be considered to be in the Contractor's custody from the time they are released to the Contractor, until they are placed in the storage facility and the move is accepted by the Relocation Manager. Where items from Library collections are damaged, the County shall arrange for repair or replacement and costs shall be reimbursed by the Contractor. Where items from the Library's collections are damaged beyond repair or are lost and irreplaceable, the Contractor shall reimburse the County for the full market value of those items.

6.6 Schedule

Work shall take place during both daytime and evening hours. Both the existing Library facility and the storage facility (Public Safety Center) are available for onsite work during business hours; however, no moves into the Public Safety Center can occur until after business hours.

Measuring, labelling and loading of book carts may take place during business hours. Relocation of carts to the Public Safety Center shall take place after business hours. Unloading of carts and packing storage boxes at the Public Safety Center may take place during working hours. Contractor will provide actual work schedule during Consultation & Planning with Relocation Manager.

The Forsyth County Sheriff's Office has primary first right for freight elevator use. This shall not be considered a delay to the project or result in additional charges to the County.

7. Security Measures

All Respondents shall comply with the following minimum Security Measures as directed by the Forsyth County Sheriff's Office (FCSO).

- A. No weapons allowed on site.
- B. Restrict access to: loading docks, front entrance, passenger elevators, freight elevator, and floors 3, 5, and 6 only. Details of how this will be accomplished will be reviewed with selected Respondent.
- C. Specific individual attributes must be submitted in order to secure background check. FCSO has provided a form to be completed for the record check. (RFP Form C)
- D. Submit information for criminal background check to FCSO no less than three (3) weeks prior to move date to allow processing.
- E. No changes in scheduled personnel less than 24 hours in advance or, no personnel changes without the express consent of the FCSO.
- F. All moving personnel must be easily identifiable at all times by way of clothing (Moving Company shirt), and photo ID badge, worn open and visible on the body. No hats, sunglasses, hooded sweatshirts or any other item obstructing the face is to be worn in building during move operations.

Respondents shall not assign personnel if they have been convicted of any felony.

All planned movement within the Public Safety Center, at the dock and on the freight elevator shall be coordinated first with T2pm, Limited and then with FCSO. This will determine amount of security required.

Respondent must employ as security FCSO personnel working extra duty at both entrances during move operations. Details will be reviewed by FCSO during the mandatory site visit.

8. Submission Requirements

Following should be provided by Respondents as part of the RFP Package.

- A. Signature Form
- B. Cost Proposal Form
- C. Insurance Coverage
- D. Project Team Composition
- E. Project Approach and Schedule
- F. FCSO Background Information – Provided per dates noted in Section 7C and 7D
(Duration for collection of this information shall be noted in submitted Project Schedule)

9. Evaluation Criteria

Proposals will be evaluated based upon the following criteria.

- | | |
|---|-----|
| A. Response of the proposal to the purpose and scope of service | 25% |
| B. Price | 25% |
| C. Project Approach and Schedule | 25% |
| D. Experience in Library Relocations | 25% |

10. Appendix – Additional Project Information

The following Project Information is considered part of the RFP Package and will be submitted to Respondents at the Pre-Proposal Conference.

- A. Building Information
- B. Building Floor Plans with Access Points Noted (origin/destination)
- C. FF&E Existing Room Inventory
- D. Library Collection Calculations

11.RFP Form A – Submittal Signature

This form must be returned with your proposal response.

In signing this proposal, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other Respondent competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other Respondent or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this proposal, hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Proposal, and declares that the attached proposal and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

By checking the appropriate box(es) below, we certify that we have received each addendum.

Addendum number(s) received:

1; 2; 3; 4; 5; 6;

Or, _____ No Addendum/Addenda were received (check and initial).

Respondent shall provide the complete information requested below. Include the legal name of the Respondent and signature of the person(s) legally authorized to bind the Respondent to a contract.

Signature of Respondent	Date
Printed Name and Title	Company Name
Telephone	Address
Email	

Person to be Contacted (if different from above)

Printed Name	Title
Telephone	Email

END OF SECTION

12.RFP Form B – Cost Proposal

This form must be returned with your proposal response.

Task	Labor	Materials
Relocation Consultation & Planning	\$	\$
Relocation Preparations	\$	\$
Library FF&E Relocation	\$	\$
Library Collections Relocation	\$	\$
Library Shelving Knock Down & Relocation	\$	\$
Library Collections Packed & Palletized at Destination	\$	\$
On-Site Supervision	\$	\$
Post-Move Clean Up	\$	\$
Insurance	\$	\$
Totals	\$	\$
Guaranteed Maximum Price		

Position	Rate
Principal	\$
Project Manager	\$
Supervisor/Lead	\$
Packers/Movers	\$
Driver	\$
Vehicle	\$

Materials	Rate
Commercial Cartons	\$
Corner Protectors	\$
Corrugated Bins (C-Bins)	\$
Tape	\$
Masonite	\$
Elevator padding	\$
Book Carts / Gondolas	

END OF SECTION

13.RFP Form C – FCSO Security Clearance/Criminal Background Check



**Forsyth County Sheriff's Office
Security Clearance | Criminal Background Check
Mandatory Information Needed
Central Library Relocation
November 2014**

Full Name: _____

Current Address: _____

Race: _____

Gender: _____

Date Of Birth: _____

Social Security #: _____

Driver's License or State Photo ID Number: _____

Attach Photocopy of ID

**Form to be completed for each member of the Moving Company and submitted to FCSO no less than three (3) weeks prior to the move date. **

END OF SECTION

14.RFP Form D – Example Service Provider Agreement

This form for review and information only.

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2014 by and between Forsyth County, North Carolina (the "County"), party of the first part; and _____ (the "Provider"), party of the second part;

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:
Attachment "A" Proposal

II.

The services of the Provider shall begin as outlined in the written Notice To Proceed document unless sooner terminated by mutual consent or as hereinafter provided, shall be provided until all required services has been fulfilled in accordance with the attached Proposal 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 the sum of _____ Dollars and _____ cents (\$0). The General Services Director in his capacity and authority, as delegated by the Forsyth County Manager, may authorize Change Orders up to the Authorized Limit. Total Change Orders shall not exceed the Authorized Limit without amending this Agreement. All Change Orders must be in writing, approved by the General Services Director prior to commencement, and are subject to availability of funds as determined by the Forsyth County Chief Financial Officer. All properly authorized Change Orders will be incorporated herein as an attachment hereto and must be signed by the General Services Director and the Provider.

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 shall not be treated as an employee 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 shall payroll tax of any kind 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 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 his/her sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

The Provider shall maintain, at his/her 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 \$500,000 each accident.

D. Professional Liability Insurance. The Provider shall maintain professional liability insurance or equivalent form with a limit of not less than \$1,000,000.

E. 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 and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the County. Certificates of Insurance shall specifically include the following statement: "Forsyth County, its officials, officers and employees are shown as additional insureds with respect to the performance of services by _____".
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.

F. 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 he/she 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.

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, and the Provider agrees to 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 on October 23, 2006.

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.

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: _____

Social Security Number or Tax Id. No.