

REQUEST FOR QUALIFICATIONS

Phase III – North Carolina Resilient Coastal Communities Program: Roadside Stormwater Infiltration



Issued: September 23, 2022

Questions Due: October 6, 2022, by 5pm EST

Proposals Due: October 14, 2022, by 12pm EST

1. PROJECT OVERVIEW AND BACKGROUND

Surf City, NC, on behalf of Topsail Beach, Surf City, and North Topsail Beach, collectively referred to as Topsail Island, is issuing a Request for Qualifications (RFQ) from qualified firms for the engineering and design necessary to implement roadside stormwater infiltration in selected areas along Topsail Island.

Topsail Island was awarded funds through the North Carolina Department of Environmental Quality, Division of Coastal Management, to further its resilience through the implementation of roadside stormwater infiltration in selected areas along the Island considered to be “hot-spots” susceptible to lower frequency and intensity rainfall events. The Island underwent Phases I and II of the Resilient Coastal Communities Program to develop a project list for each town, and the collectively selected project was unanimous in approval through the three towns and the Community Action Team (CAT) for further application and implementation.

The “hot-spot” locations were identified and mapped to produce a repository of locations to be addressed. Some locations are along North Carolina Department of Transportation right of way and others are located within town controlled right of way. It is anticipated that the selected contractor will have the ability to identify, educate, and develop a strategy utilizing nature-based design, utilizing as little gray infrastructure as possible, to come up with a design to capture, treat, and release a defined volume of stormwater runoff. Maps for each Town are located at the end of this RFQ.

2. SCHEDULE OF EVENTS

The following outlines the anticipated timeline related to the solicitation of proposals, award of contract, and delivery/presentation of work products related to this RFQ. Surf City reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

- Announcement and Advertisement of RFQ- September 23, 2022
- Deadline for Written Questions and Clarifications on RFQ- October 6, 2022 @ 5pm
- Will Issue Addendum with Answers to any Questions- October 10, 2022
- Deadline for Submittal of Statements of Qualifications- October 14, 2022 @ 12pm
- Review of Submitted Statements of Qualification October 17-19, 2022
- Interviews with Firms and Notification of Selection- October 24-26, 2022
- Consideration of Award of Contract for Selected Firm by Surf City Town Council – November 1, 2022
- Anticipate Notice to Proceed to Selected Firm- November 2, 2022
- Presentation of Product by the Selected Firm to the Topsail Island Shoreline Protection Commission January 26, 2023
- Completion of All Required Tasks by Selected Firm Related to This RFQ-February 1, 2023. *If necessary, a 30-day extension may be requested a minimum of 45-days prior to February 1, 2023, subject to NCDEQ approval.*

3. SCOPE OF SERVICES AS PART OF REQUEST FOR QUALIFICATIONS (RFQ)

Surf City is seeking the services included within this RFQ to identify deficient roadside drainage, particularly that effect pavement condition, normal ingress and egress, and to incorporate nature-based elements to enhance water quality. The essential tasks required of this project consist of the following:

- Identification and analysis of specific hot-spot locations that may be able to receive effective stormwater treatment by utilizing nature-based best management practices.
 - Locations should be equal amongst all three jurisdictions.
- Identification of potential solutions (and estimated costs) to improve stormwater drainage along roadways.
- Engineered site plans that are ready for submittal to applicable permitting agencies (e.g., DEQ-stormwater, CAMA, etc.)
- GIS data shall be provided in map package format. A Map Package (.mpk) contains a map document (.mxd) and the data referenced by the layers it contains, packaged into one portable file. See esri's "Creating a map package" for guidance on creating and sharing a map package. Products must be referenced to the North Carolina State Plane North American Datum 83 US Survey Foot, to include Federal Geographic Data Committee (FGDC) compliant metadata. One digital copy on USB Flash drive of the work called for in the contract shall be provided for review at the end of the contract period. The digital version shall be labeled with software and version. Each plan, map, and drawing shall be provided as a single digital file. Acceptable digital formats for image files include: .gif, .jpg, .bmp, and .tif.
- Provide a replicable template that can be used by all three jurisdictions utilizing the methods incorporated in the defined project areas.
- The project must be completed within the budget of \$135,000.

4. QUALIFICATION CRITERIA

To be considered for this project the firm must meet minimum requirements set forth below to be included in the statement of qualifications. The successful firm must demonstrate a high level of competence in the subject matter areas along with a demonstrated ability to provide high quality services on time and within budget. The selected firm should have a proven ability to work effectively with public agencies and other stakeholders. Qualification statements should include, at minimum, the following:

A. Firm Information

- Include information about the firm's size, history, office locations, and service offerings.
- Include number of years the firm has been in business as a consultant.
- Include number of years the firm has been in business under its present business name.
- List the point of contact and contact information.

B. Project Approach

- Provide a brief statement of your understanding of the project.
- Provide a probable timeline for development, and completion of the Project meeting an overall completion date of February 2023

C. Experience

- The following list of items should be included in the firm’s proposal:
 - Provide a sample of past work similar to the proposed Roadside Infiltration Project and include the following:
 - Name, location and brief description of the project
 - Name, address and telephone number of the Project Owner (indicate contact person)

D. Key Personnel Resumes

- Demonstrate qualifications of your key staff.
 - Provide a proposed project organization chart and resumes of key individuals included in your team.
 - Indicate what elements of the work your firm intends to self-perform or subcontract.
 - Indicate what team members would be assigned to the proposed Project.

E. References

- Provide at least five (5) references to substantiate qualifications to perform this type of work.
 - i. At least three (3) of the five (5) references provided should be able to vouch for the quality of services provided by your firm on projects similar to the proposed Project.

5. QUESTIONS

Only written questions will be considered. All questions will be answered in the form of an addendum to the RFQ. E-mail messages will be the preferred method. Deadline for Written Questions and Clarifications on RFQ is October 6, 2022, by 5 pm. Submit questions by one the following:

By Email: kbreuer@surfcitync.gov

6. EVALUATION AND SELECTION PROCESS

Statements of Qualifications will be evaluated on qualifications and other criteria listed below. Surf City anticipates virtual or in-person interview(s) with the selected firm prior to official award of contract. Selection criteria will be based on the following factors:

- Demonstrated competency/experience of firm related to scope of services requested: 25%
- Demonstrated competency/experience of firm staff assigned to project related to scope of services requested: 25%
- The firm’s demonstrated ability to carry out the project on time and within budget: 30%

- References: 20%

References may be contacted along with other evaluations Surf City feels necessary to accurately determine the criteria listed above in the selection criteria. Scoring and ranking of the submitted proposals will be based on the criteria above. Surf City reserves the right to interview firms who are being considered. In addition, Surf City reserves the right to reject any/all submissions.

6. COSTS INCURRED BY SUBMISSION

The submitting firm will be responsible for all costs associated with the submission of their respective statement of qualifications. Surf City will not be responsible for the reimbursement of any costs associated with this submission.

7. STATEMENT OF QUALIFICATIONS

Qualification packages should be prepared simply and economically and bound in a single volume whenever practical. All data, materials, and documentation shall be available in a clear, concise form. Surf City does not expect, nor will any more favorable consideration be given to submittals with fancy covers or binding, color photographs, sample plans, non-pertinent information on other accomplishments of the firm which have no direct bearing on these projects, resumes of individuals who will not be engaged in the work, or pages of other nonrelated project materials. ***Brevity will be appreciated.*** Submittals shall be limited to 50 pages, double sided 8 ½ x 11, minimum 12 point font. Covers and Dividers do not count in the 50 page total. All interested and qualified firms are requested to submit their statement of qualifications no later than 12 noon on October 14, 2022. Submissions received after that date will be disqualified from consideration.

Statements of Qualifications should be sent to:

By Mail: 214 W. Florence Way, Surf City, NC 28445, Clearly mark *RFQ: Phase III – North Carolina Resilient Coastal Communities Program: Roadside Stormwater Infiltration*

By Email: kbreuer@surfcitync.gov

GENERAL TERMS AND CONDITIONS:

CONTACT ONLY WITH DESIGNATED PARTY

After the date and time established for receipt of proposals by Surf City, any contact initiated by any firm with any Town representatives, other than Kyle Breuer concerning this RFQ is prohibited. Any such unauthorized contact may cause the disqualification of the firm from this qualification process.

NON-COLLUSION AFFIDAVIT

Each qualification package must be accompanied by a notarized affidavit on non-collusion, executed by the firm or in the case of a corporation, by a duly authorized representative of said corporation. The Non-Collusion Affidavit is provided herein.

CONFLICT OF INTEREST

All parties (including subconsultants) must maintain compliance with conflicts of interest guidelines that meet or exceed those required under 2 C.F.R. § 200.318(c)(1) for all projects funded in part or whole with federal or State financial assistance (direct or reimbursed). In addition to the prohibition against self-benefiting from a public contract under N.C. G.S. 14-234, no officer, employee, elected official, governing body member, or agent of Surf City may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal or State award if he or she has a real or perceived conflict of interest. A real or perceived conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from award of a contract: the officer, employee, elected official, governing body member, or agent involved in the selection, award, or administration of a contract; as well as any member of his or her immediate family; his or her partner; or an organization which employs or is about to employ any of these parties. Any such conflict shall be disclosed in writing and included with the Statement of Qualifications. Contractors that are related to Town personnel having any influence over the decisions to consider or award a contract are strictly prohibited from bidding/responding or accepting award of Town contracts. Accepting gifts and favors from vendors and contractors is prohibited under N.C. G.S. 133-32, additionally officers, employees, elected officials, governing body members, and agents of Surf City are prohibited from accepting or soliciting gifts, gratuities, favors, or anything of monetary value from contractors, suppliers, or parties to subcontracts. Violating this policy will result in disciplinary action for the employee and termination of the contract and firms/persons violating may not be eligible for future contract awards.

ADDENDA/CHANGES

Any additions, deletions, modifications or changes made to this RFQ shall be processed through the Town of Surf City. Any deviation from this procedure may result in the disqualification of the firm's submittal or the cancellation of any contract resulting from this RFQ.

PROPRIETARY INFORMATION

All Statements of Qualifications received are considered public record and available for public inspection as required by General Statutes 132 - 1.2. Trade secrets or proprietary information submitted by a firm in connection with a procurement transaction shall not be subject to the public disclosure under the North Carolina Public Records Act pursuant to NC General Statutes §66-152(3). However, the firm must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data on other materials to be protected and state the reasons why protection is necessary. **Each individual page considered a trade secret or proprietary information must be labeled "Confidential" in the top right corner.** This right of privacy will be construed as narrowly as possible to protect the interests of the individual responding to the RFQ while attempting to maximize the availability of information to the public.

MINORITY BUSINESSES Surf City encourages all businesses, including DBE, minority, and women-owned businesses to respond to all Request for Qualifications.

AWARD/CONTRACT TIME

No part of this solicitation is to be considered part of a contract nor are any provisions contained herein to be binding of the Town of Surf City.

The award shall be made to the responsible firm whose qualifications are determined to be the most advantageous to the Town, taking into consideration the evaluation factors set forth in the RFQ.

The Town wishes to enter into an agreement with one firm which will be responsible for the work associated with this RFQ.

A notice of contract award is anticipated on/by November 2, 2022. The detailed Scope of Work and schedule of deliverables shall be negotiated with the successful firms for each specified project.

CONTRACT DOCUMENT

The successful firm will be required to enter into a contract with the Town of Surf City. A sample contract shall be provided by the firm at the time of submission of the Statement of Qualifications.

SUBCONSULTANTS

If any subconsultants will be used for the various projects, the successful firm shall provide to the Town Manager a list of names of any of the intended subconsultants, their applicable license number(s) and a description of the work to be done by each subconsultant.

The successful firm shall not substitute other subconsultants without the written consent of the Town.

The successful firm shall be responsible for all services performed by a subcontractor as though they had been performed by the successful firm. Responsibilities include, but are not limited to, compliance with applicable licensing regulations.

If at any time the Town determines that any subcontractor is incompetent or undesirable, the Town

shall notify the successful firm accordingly, and the successful firm shall take immediate steps for cancellation of the subcontract and replacement.

Nothing contained in any contract resulting from this RFQ shall create any contractual relationship between any subcontractor and the Town of Surf City.

It shall be the successful firms' responsibility to ensure that all terms of the primary contract with the Town of Surf City are incorporated into all subcontracts.

INSURANCE

The selected firm shall purchase and maintain in force, at its own expense, such insurance as will protect the firm and the Town, to include general liability insurance coverage, professional liability (E&O), automobile and worker's comp (as applicable), from claims which may arise out of or result from the firm's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Town, and the general public from any and all claims for injury and damage resulting by any actions on the part of the firm or its forces as enumerated above.

Terms and Limits should be reasonably associated with the contract. As a minimum, the Contractor or vendor shall provide and maintain the following coverage and limits.

Commercial General Liability – General Liability Coverage, on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 combined single limit (Defense cost shall be in excess of the limit of liability).

Professional Liability (E&O) – Professional Liability Coverage, on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 combined single limit (Defense cost shall be in excess of the limit of liability).

Automobile – Automobile Liability Insurance, to include liability coverage, covering all owned, hired, and non-owned vehicles used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under-insured motorist; and \$1,000.00 medical payment.

Worker's Compensation (when applicable) – The Contractor or vendor shall provide and maintain worker's compensation insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000, covering all of Contractor or vendor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor or vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.

The selected firm shall furnish a copy of an original Certificate of Insurance, naming Surf City as an additional insured within 10 days of notice of contract award. Should any of the policies be canceled before the expiration date, the issuing company will provide thirty (30) days written notice to the

certificate holder. The firm shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the Surf City Finance Director and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering any agreement to sublet any part of the work to be completed under this contract.

INDEMNIFICATION

Contractor agrees to defend, indemnify, and hold harmless the Town for all loss, liability, claims, or expense (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Contractor, except to the extent same are caused by the negligence or willful misconduct of the Town. It is the intent of this section to require Contractor to indemnify Surf City to the extent permitted under North Carolina law.

VENUE FOR LEGAL ACTIONS

By responding to this RFQ, all parties agree to be governed by North Carolina law without regard to its conflicts of law principles. Any legal actions arising from this RFQ process or resulting contract shall be brought in Pender County, North Carolina.

AVAILABILITY OF FUNDS

Any resulting contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The Town's extended obligations on contracts that include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).

NON-EXCLUSIVE CONTRACT

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the selected firm. A contract of award shall not restrict the Town from acquiring similar, equal, or like goods and/or services from other sources.

-END-

NON-COLLUSION AFFIDAVIT

A completed, signed, and notarized form shall be submitted with the SOQ.

The firm submitting a Statement of Qualifications, under penalty of perjury under the laws of the United States, certifies that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract.

By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any collusion has been offered, accepted, or promised by any employees of your organization.

FIRM NAME: _____

BIDDER/RESPONDING REPRESENTATIVE: _____

Print

Sign

Date

NOTARY-

_____ State _____ County

I, _____, a Notary Public for said County and State,

do hereby certify that _____ personally appeared

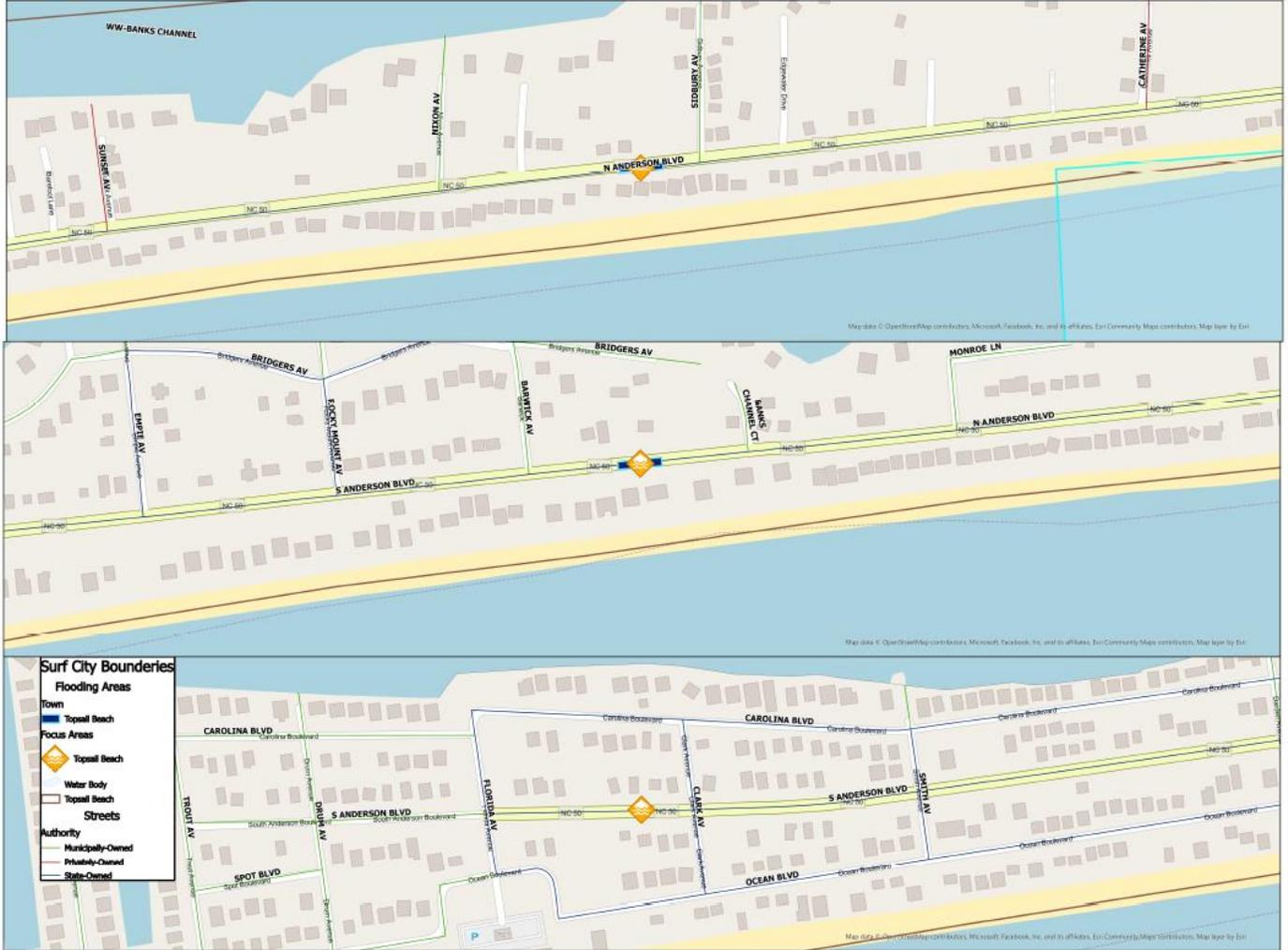
before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____ of 20____.

(Official Seal)

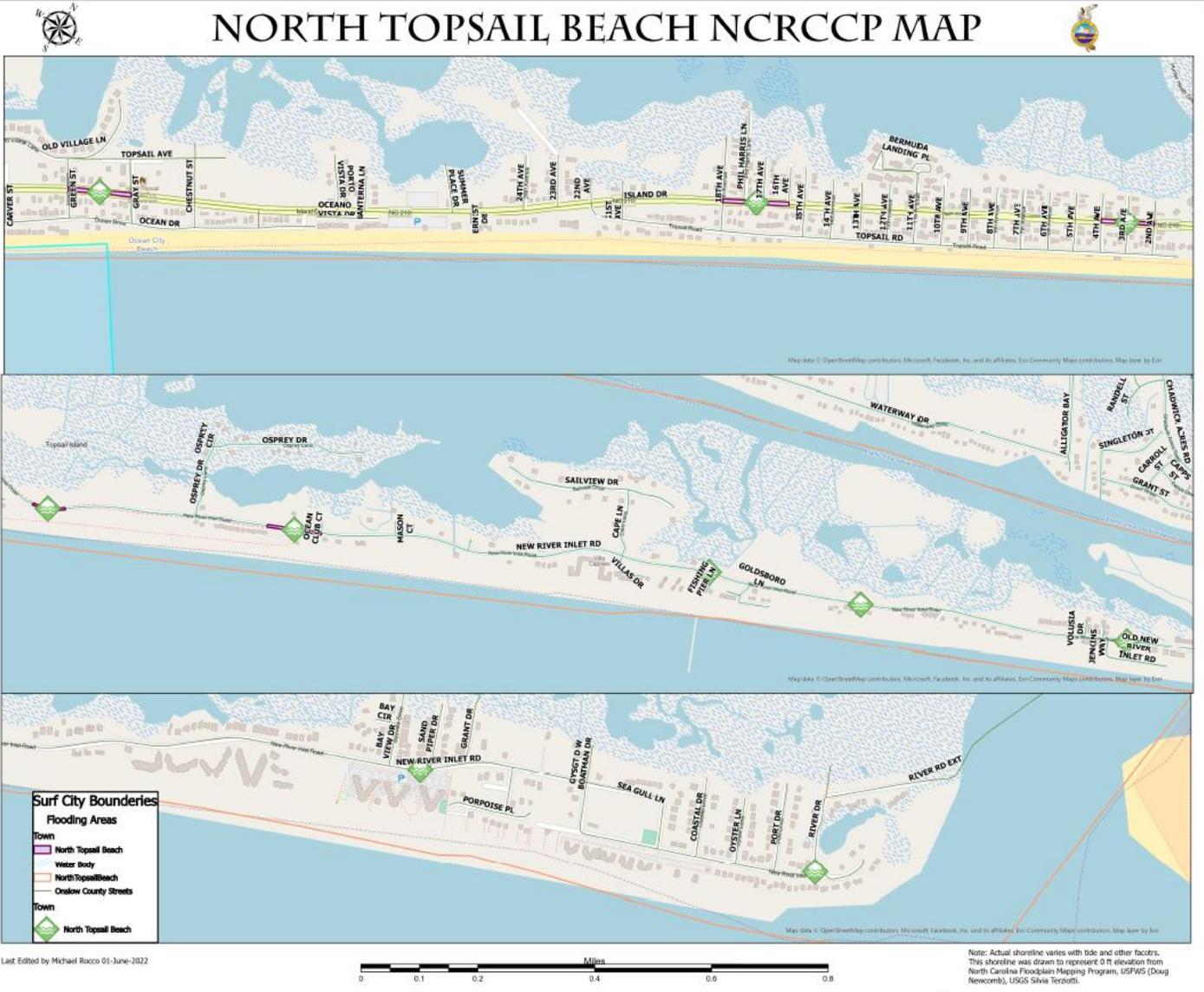
Notary Public Commission expires _____, 20____.

TOPSAIL BEACH NCRCCP MAP



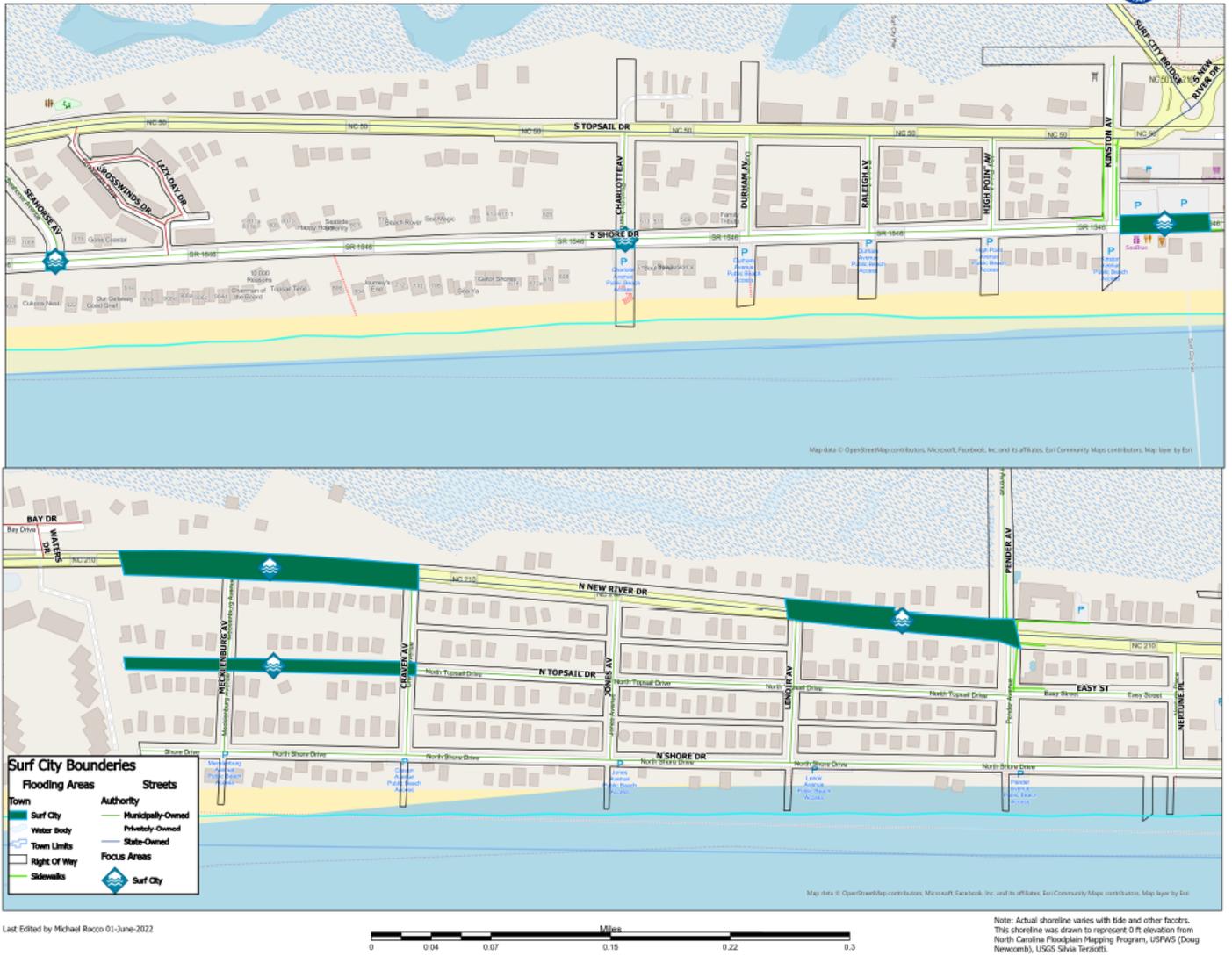
Last Edited by Michael Rocco 01-June-2022

NORTH TOPSAIL BEACH NCRCCP MAP



Last Edited by Michael Rocco 01-June-2022

SURF CITY NCRCCP MAP



Last Edited by Michael Rocco 01-June-2022