

# REQUEST FOR QUALIFICATIONS

## **Engineering Services for Pender County Stormwater Plan Review**

**RFQ # 24-256**



Issued: September 20, 2023

Questions Due: September 29, 2023, by 5pm EST

Statements of Qualifications Due: October 11, 2023, by 12pm EST

## **1. OVERVIEW AND BACKGROUND**

Pender County, NC is issuing a Request for Qualifications (RFQ) seeking qualified professional engineering firms to provide third party stormwater review services to assist the County with technical review of stormwater plans related to proposed development projects, including both residential and commercial development.

The County's Unified Development Ordinance (UDO) describes the scenarios in which a proposed development triggers the need for stormwater plans to be submitted as part of the application for a development proposal. Specifically, article 7.9 of the UDO discusses stormwater management and the applicability of the regulations therein. Most frequently, stormwater plans are submitted within the application of a proposed commercial development or proposed major subdivision.

Pender County, located in southeastern North Carolina, is the state's fifth largest County based on land area (approximately 870 square miles), with only 4.5% of that land encompassed by incorporated municipalities and their extraterritorial jurisdictions (ETJs). The County is faced with development pressure as the region continues to see rapid population growth, predominantly expanding from the Wilmington Metropolitan Area.

The majority of the development pressure is felt in the southern and eastern portions of the County, specifically the Rocky Point and Hampstead areas. As these areas transition from a rural past to a more developed future, the community continues to seek to find the balance of protecting and preserving the natural environment, while ensuring development does not have a detrimental impact on the existing fabric of the community.

As noted in the Pender 2.0 Comprehensive Land Use Plan (the Plan), top public input priorities included avoiding development in environmentally sensitive areas and limiting development to areas not prone to drainage issues. The Plan goes on to state that the community has identified the most important role for the County to play in influencing development is the protection of natural resources and environmental quality. Finally, 58% of respondents to a survey shown in the Plan stated that stormwater runoff was the most important issue regarding growth and development in the County.

## **2. TASK AND SCOPE**

Task 1: Serve as the County's technical reviewer of stormwater plans and conduct on site inspections to ensure installation of the stormwater system is completed as designed. All stormwater plans submitted to the County will be reviewed by the selected third-party engineering firm and some systems may require inspection at the discretion of the County.

Scope of Services to be provided:

- Make available an engineer to assist with technical review of new development proposals that require the submission of stormwater management plans to ensure the proposed stormwater system is designed to be compliant with the standards outlined in the UDO.
- Make available an engineer to inspect stormwater management systems after installation is complete and throughout the installation process, as necessary, to ensure compliance with the standards outlined in the UDO.
- Make recommendations to correct any deficiencies with existing County regulations regarding stormwater management.
- Provide general technical assistance to staff related to stormwater management.

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

- Announcement and Advertisement of RFQ – September 20, 2023
- Deadline for Written Questions and Clarifications on RFQ – September 29, 2023 @ 5pm
- Will Issue Addendum with Answers to any Questions – October 3, 2023
- Deadline for Submittal of Statements of Qualifications- October 11, 2023 @ 12pm
- Review of Submitted Statements of Qualification by County Staff – October 11, 2023 through October 18, 2023
- Interviews with Firms and Notification of Selection – October 18, 2023 through October 25, 2023
- Consideration of Award of Contract for Selected Firm by Board of County Commissioners – November 20, 2023

### **3. 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 primary point of contact and contact information.

**B. Approach**

- Provide a brief statement of your understanding of the requested services.

**C. Experience**

- The following list of items should be included in the firm’s proposal:
  - Provide a description of similar services provided to another local government and include the following:
    - Name, location and brief description of the services provided
    - 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 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 work.

**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 services being requested.

**4. 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 treated as written questions. Deadline for Written Questions and Clarifications on this RFQ is September 29, 2023, by 5 pm. Submit questions by one of the following:  
**By Mail:** Attn: Daniel Adams, PO Box 1519, Burgaw, NC 28425, Reference RFQ # 24-256.

**By Courier:** Attn: Daniel Adams, 805 S. Walker Street, Burgaw, NC 28425, Reference RFQ # 24-256.

**By Email:** Daniel Adams – [dadams@pendercountync.gov](mailto:dadams@pendercountync.gov)

**5. EVALUATION AND SELECTION PROCESS**

Statements of Qualifications will be evaluated on qualifications and other criteria listed below. Pender County 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: 40%
  - Submission should include, at a minimum, the following information:

- A list of projects related to stormwater design, stormwater review services, and/or stormwater regulations completed by the firm in the past three years.
  - A brief description of the methods and approach of the listed projects and how the experience on those projects have prepared the firm for the requested services.
- Proposed Approach: 40%
  - Submission should include, at a minimum, the following information:
    - Describe the firm’s methodology and approach to the requested services. The description shall demonstrate the firm’s understanding of the project scope and requirements.
    - Identify and describe major tasks and subtasks.
    - Identify key staff who will be assigned to provide the services being requested.
- References: 20% (Please refer to Item #3 for information to be submitted with references.)

References may be contacted along with other evaluations Pender County feels necessary to accurately determine the criteria listed above. Scoring and ranking of the submitted proposals will be based on the criteria above. Pender County reserves the right to interview and negotiate with any and all firms who are being considered. In addition, Pender County 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. The County 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. Pender County 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 the services being requested, 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 40 pages, double sided 8 ½ x 11, minimum 12-point font. Covers and dividers do not count in the 40-page total. All interested and qualified firms are requested to submit their statement of qualifications no later than 12 noon on October 11, 2023. Submissions received after that date will be disqualified from consideration. Digital files larger than 20MB cannot be accepted by email and should be sent via a WeTransfer link. Flash drives will not be accepted. Visit [wetransfer.com](http://wetransfer.com) to establish an account and follow directions. You will securely submit your files via a unique link. The County will download and save prior to the 7 day expiration.

Statements of Qualifications should be sent to:

**By Mail:** Attn: Daniel Adams, PO Box 1519, Burgaw, NC 28425, Clearly mark RFQ # 24-256.

**By Courier:** Attn: Daniel Adams, 805 S. Walker Street, Burgaw, NC 28425, Clearly mark RFQ # 24-256.  
**By Email:** [dadams@pendercountync.gov](mailto:dadams@pendercountync.gov)

**GENERAL TERMS AND CONDITIONS:**

**CONTACT ONLY WITH DESIGNATED PARTY**

After the date and time established for receipt of qualifications by the County, any contact initiated by any firm with any County representatives, other than Daniel Adams with the Planning Department, 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 Pender County 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 County personnel having any influence over the decisions to consider or award a contract are strictly prohibited from bidding/responding or accepting award of County 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 Pender County 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 violating firms/persons 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 Pender County Finance Department. 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**

Pender County 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 Pender County. Award shall be made to the responsible firm whose qualifications are determined to be the most advantageous to the County, taking into consideration the evaluation factors set forth in the RFQ. The County 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 6, 2023.

## **CONTRACT DOCUMENT**

The successful firm will be required to enter into a contract with Pender County. 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 Finance Director 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 County. 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 County determines that any subcontractor is incompetent or undesirable, the County 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 County of Pender. It shall be the successful firms' responsibility to ensure that all terms of the primary contract with Pender County 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 County, 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 County, 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 Pender County 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 Pender County 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 County 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 County. It is the intent of this section to require Contractor to indemnify Pender County 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 County'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 County 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\_\_\_\_.