

TOWN OF KNIGHTDALE REQUEST FOR QUALIFICATIONS RFQ SW-20210715

1. PUBLIC NOTICE

Pursuant to N.C.G.S. 143-64.31, the Town of Knightdale (hereinafter referred to as the Town) is soliciting statements of qualifications from individuals or firms (referred to herein as firms, consultants, or contractors) to provide professional consulting services related to stormwater management & engineering services.

Overall functions of these services will include comprehensive stormwater program management and NPDES Phase II Permit conformance. Other tasks will include general stormwater project management, Stormwater CIP development, grant writing, infrastructure inspections (as needed), plan review (as needed), review of engineering standards/specifications, stormwater inventory management and attendance of stormwater & other engineering related meetings (as needed).

Responses are due by 2:00 PM on July 30, 2021. Information related to this solicitation is available via the Town's website at www.knightdalenc.gov or may be obtained by contacting the RFQ Coordinator.

2. RFQ COORDINATOR

Any questions, concerns, or request for information regarding this RFQ shall be directed in writing to the RFQ Coordinator:

Dustin Tripp, Assistant Town Manager
Town of Knightdale
950 Steeple Square Court
(919) 217-2201
dustin.tripp@knightdalenc.gov

3. RFQ SCHEDULE

Provided below is the anticipated schedule of events. The Town reserves the right to adjust the schedule and to add/remove specific events to meet the unique needs of this project.

07/15/2021	RFQ Announced
07/26/2021	Last day to submit written requests for information/clarification
07/30/2021	Submissions due by 2:00 PM; evaluation of qualifications begins
08/03/2021	Shortlist Announced* (if the Town elects this option)
08/06/2021	Interviews Begin (if the Town elects this option)
08/13/2021	Recommendation of Award (pending successful negotiations)

*Notification will ONLY be sent to shortlisted firms.

4. RFQ SUBMISSION

Timely delivery is at the risk of the Respondent. Submittals received after the deadline may be considered at the discretion of the selection panel, but preference will be given to submissions received prior to the deadline. All items required for a responsive proposal shall be included. Responses must be enclosed in a sealed envelope or package. The envelope or package, or email subject, must clearly show the name and

address of the responding firm, and the phrase: “Request for Qualifications: Stormwater & Engineering Services”. Submissions must adhere to the format and content requirements established in Sections 7 & 8 of this RFQ. Responses should be delivered to the RFQ Coordinator.

5. BACKGROUND & SCOPE OF SERVICES

The Town of Knightdale is a Phase II stormwater permitting authority and seeks a qualified engineering firm to assist with municipal engineering services including the management of the Town’s Stormwater program and ensure compliance with NPDES Phase II requirements. Plan review and inspection requests shall be on an as needed basis. The selected firm shall be available by email and phone for town staff to ask questions.

6. EVALUATION CRITERIA

The Town will consider and evaluate qualification packages in accordance with N.C.G.S. 143-64.31. Qualification packages will be evaluated by town staff. Evaluation criteria include, but are not necessarily limited to, the following, listed in relative order of importance:

- A. Firm’s experience, knowledge, familiarity, and past performance with the Town of Knightdale.
- B. Demonstrated experience of the firm and key personnel in North Carolina stormwater management design and construction.
- C. Experience with municipal clients.
- D. Resources and capacity of the firm to prioritize the Town of Knightdale and accelerate timelines.
- E. Submittal’s completeness, relevance, readability, and conveyed understanding of the Town of Knightdale needs.

7. SUBMITTAL CONTENT

- A. **Table of Contents:** Please include after the Statement of Interest the following information.
- B. **Statement of Interest:** Statements shall be bound with and at the beginning of the response package. At minimum, please provide the following information:
 - a. A statement expressing interest;
 - b. A summary statement detailing you or your firm’s capacity to perform the work. Include any attributes that uniquely align you or your firm to be a successful partner; present your understanding of the Town’s needs;
 - c. Statements identifying any conflicts of interest your firm or employee(s) may have with this project;
 - d. Report any litigation, arbitration and alternative dispute resolutions within the last five (5) years, involving your firm or any proposed sub-consultants, arising out of any work for government entities; and whether still pending, or if concluded, the final result. If so, please provide an explanation.
- C. **Firm Description:**
 - a. Firm name, address, web address, telephone and type of organization;
 - b. Contact person (provide direct phone number and email address);

- c. Number of years in business under current name;
- d. Services provided/areas of expertise;
- e. Staffing level;
- f. In the case of a multiple office firm, provide general information on the firm (locations, staffing, etc.) but also provide detailed information on the office that will be serving the Town (key personnel, project experience, etc.);
- g. List any previous names of firm and years of business under each name;
- h. Provide a certificate of insurance indicating the levels of professional liability and general liability insurance coverage carried by the firm.

D. Key Personnel:

- a. Provide a simple organizational chart identifying the names and titles of the person(s) that will be assigned to lead this project, supporting staff, and sub-consultants that will be engaged;
- b. Provide resumes of personnel that will be working on project (including those of any sub-consultants) including their education, qualifications, certifications, accreditations, and project history of each;
- c. If any staffing changes should occur between the submission of qualifications and the award of a contract, the firm must notify the Town in writing. Unapproved staffing changes may result in a rejection of qualifications.

E. Qualifications and Experience: List up to five (5) municipal references where your firm has provided relevant, and similar professional services. Please include the following information:

- a. Agency name and services provided;
- b. Project Team Members (name(s) and organization for each); please include sub-challenges met and solution derived; your firm's approach to ensure project intent was achieved;
- c. Lessons learned and any resulting changes in methodology or approach.

F. Methodology, and Approach

Describe your firm's methodology and approach to providing the services required and why you feel they establish a high level of quality assurance, and quality control in the review process of municipal civil engineering projects.

8. SUBMITTAL FORMAT

Interested firms may submit by hand delivery, mail, or electronically through email. For hand delivered or mailed submittals, the firms must submit two (2) bound original copies and one (1) USB-drive containing a digital copy of the complete response package in PDF format. Responses should be prepared as standard 8-1/2 x 11 paper.

The address for mailing and hand deliveries is:

Town of Knightdale
Attn: Dustin Tripp
950 Steeple Square Court
Knightdale, NC 27545

The addresses for electronic deliveries are: purchasing@knightdalenc.gov and dustin.tripp@knightdalenc.gov.

9. ENGAGEMENT

Upon selection of a Respondent(s), the Town and Respondent(s) will confirm the scope of work, responsibilities, required deliverables, and negotiate a fee and/or billing rates for services. Upon successful negotiations, a recommendation of award shall be presented to the Town Council. Upon approval, a Stormwater & Engineering Service Agreement(s) will be executed by and between the selected Respondent(s) and the Town for services. The contract resulting from the RFQ will be for a period of five (5) years with an option for the Town to renew for an additional period of two (2) years.

10. GENERAL TERMS & CONDITIONS

- A. All costs associated with developing or submitting a qualifications statement in response to this Request, or to provide oral or written clarification of its contents shall be borne by the Respondent. The Town assumes no responsibility for these costs whether or not an agreement or contract is awarded.
- B. Due care and diligence have been used in preparing this RFQ. However, the Town shall not be responsible for any error or omission in this RFQ, nor the failure on the part of the Consultants to ensure that they have all information necessary to affect their submittals.
- C. All questions and requests for information shall be submitted in writing as established in the RFQ Schedule. Oral and other interpretations or clarifications will be without legal effect.
- D. The Consultant, by submitting a response to the RFQ, declares that the submission is made without any previous understanding, agreement, or connection with any persons, Consultants, or corporations making a competing submission on the same project, and that it is in all respects fair and in good faith without any outside control, collusion, or fraud.
- E. All Respondents are prohibited from making any contact with members of the Town other than in the manner and to the person designated herein. The Town reserves the right to disqualify any Respondent found to have contacted the people listed above in any manner regarding this RFQ.
- F. The Town reserves the right to waive informalities and irregularities, obtain clarification and/or additional information from any firm or individual regarding its submission. The Town also reserves the right to terminate this RFQ, and reissue a subsequent solicitation, and/or remedy technical errors in the RFQ process.
- G. The Town reserves the right to negotiate terms with other respondents should negotiations be terminated with the first selected Respondent.
- H. Any agreements or contracts will be awarded to the Respondent(s) whose submittal(s) is deemed most advantageous to the stakeholders involved, as recommended by the evaluating staff, and approved by the Town of Knightdale.
- I. This RFQ does not commit the Town to make a recommendation of award or commit the Town to enter into an agreement or contract. The Town reserves the right to award one, more than one, or no contract(s) in response to this RFQ.
- J. Submittals and any other documents received from a Respondent in response to this request are public records and subject to public inspection and copying. The Public Records law (N.C.G.S. 132-1 et seq.) authorizes the Town to withhold from public inspection and copying legitimate and properly marked 'trade secrets'. If a record meets all of the following conditions:
 - a. It is a "trade secret" as defined in N.C.G.S. 66-152(3); and
 - b. It is the property of a private "person" as defined in N.C.G.S. 66-152(2); and
 - c. It is disclosed or furnished to the Town in connection with a bid or proposal; and
 - d. It is marked as "confidential" or as a "trade secret" at the time of its initial disclosure to the Town.

- e. If as part of Respondent's submittal, Respondent submits to the Town any record, or portion of a record, that Respondent considers to be a trade secret meeting the definition contained in N.C.G.S. 66-152 (2), Respondent may clearly mark the particular record, or portion of the record, that meets the definition of trade secret as trade secret or confidential trade secret. In the event the Town receives a public records request for records Respondent designates as 'trade secret' the Town will notify Respondent and give Respondent the opportunity to, within one week of such notice to confirm in writing that the specific record, or portion of record, that Respondent designated as trade secret meets the requirements of N.C.G.S 132-1.2 and N.C.G.S. 66-152, and the reasons therefore. The Town will require that Respondent indemnify the Town in the event a challenge is brought for the withholding of a record based on Respondent having designated it a trade secret. In providing a submittal, Respondent agrees that the Town may reveal any trade secret materials contained in such submittal to all Town staff involved in the selection process and to any outside consultant or other third parties who are hired by the Town to assist in the selection process.
- K. The Town of Knightdale will comply with the Americans with Disabilities Act (ADA) which prohibits discrimination on the basis of a disability. The Town of Knightdale will make reasonable accommodations in all programs to enable participation by an individual with a disability who meets essential eligibility requirements. Town of Knightdale programs will be available in the most integrated setting for each individual. If any accommodations are necessary for participation in any program or services, participants are encouraged to notify Town staff. All work shall comply with the Americans with Disabilities Act along with Chapter 11 of the 2009 NC Building Code and the 2003 edition of ICC/ANSI A117.1.
- L. It shall be the practice of the Town of Knightdale Government to provide minority-owned , women-owned, and small business enterprises (collectively "M/W/SBE") as well as other responsible vendors with fair and reasonable opportunity to participate in Town of Knightdale's business opportunities including but not limited to employment, construction development projects, and material/services, consistent with the laws of the State of North Carolina. The policy of the Town of Knightdale prohibits discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, disability, or veteran's status. It is further the policy of the Town of Knightdale to conduct its contracting and procurement programs to prevent such discrimination and to resolve any and all claims of such discrimination.
- M. All work shall comply with all local, state, and federal codes.
- N. To the extent permitted by law, the Consultant shall indemnify and save harmless the Town of Knightdale, its agents and employees and assigns against all loss, cost damages, expense and liability caused by injury, sickness and disease to any person; or damage or destruction to property, real or personal; arising from the negligent acts, errors, or omissions of the Consultant in the performance of professional services provided by the Town.
 1. The Consultant further agrees to purchase and maintain during the life of any contract entered into with the Town the following insurance with an insurance company acceptable to the Town of Knightdale and authorized to do business in the State of North Carolina.
 - a. Automobile: Owned, non-owned, and hired Automobile Liability insurance, including property damage insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor in furtherance of these services. In addition, all mobile equipment used by the Contractor in connection with the contract work, will be insured

- under either a standard Automobile Liability policy, or a Commercial General Liability policy. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit/each accident.
- b. Comprehensive General Liability: Commercial General Liability to protect the Contractor against any and all injuries to third parties, including personal injury and property, and special and consequential damages, resulting from any negligent action, omission or operation by the Contractor or in connection with the services described herein. The insurance shall also include coverage for explosion, collapse, and underground hazards, where required. This insurance shall provide bodily injury and property damage limits of not less than \$1,000,000 for each occurrence, respectively, and shall provide at least \$5,000 in medical expenses (Med Pay) coverage. The minimum liability coverage required may be increased depending on the nature of the services provided.
 - c. Consultant's Professional Liability: Professional Liability insurance of at least \$1,000,000 per incident.
 - d. Worker's Compensation: Workers' Compensation insurance as required by North Carolina law.
2. An original signed Certificate of Insurance must be provided to the Town of Knightdale, prior to beginning any service. The Certificate shall include evidence of insurance, naming the Town as an additional insured and stating that the coverage is primary to any other coverage the Town may possess. The Contractor shall furnish the Town immediate written notice of any changes or cancellation of the policy. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the Town's Risk Manager. Insurance coverage required in these specifications shall be in force throughout the term. Municipal Exclusions, if any, for General Liability coverage shall be deleted.
 3. Should the contractor fail to immediately provide acceptable evidence of current insurance at any time during the Term, the Town shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the Town for all available remedies, in equity and at law. The Contractor will secure evidence of all insurance policies of its subcontractors which shall be made available to the Town on demand. The Contractor shall require its subcontractors to name the Contractor and the Town as additional insured parties on the subcontractor's general and automobile liability insurance policies. The Contractor shall be as fully responsible to the Town for the acts and omissions of its subcontracts and of persons employed by them as it is for the acts and omissions of persons directly employed by it.
 4. Contractual and other Liability insurance provided under this Contract shall not contain a supervision inspection or engineering services exclusion that would preclude the Town from supervising and/or inspecting the project as to the end result.
- O. In the event of a dispute, mediation shall take place in Wake County.
- P. The Consultant certifies that it has not and will not pay any person or organization to influence or attempt to influence an officer or employee of the Town, the State of North Carolina, any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining a contract under this RFQ. In addition, if a single contract awarded under this RFQ exceeds \$100,000, the consultant must fully comply with the requirements of Title 40 CFR Part 34, New Restrictions on Lobbying, and submit required certification and disclosure forms accordingly.