

August 31, 2022

RE: **Request for Qualifications
Professional Engineering Services**

To Whom It May Concern:

The County of Columbus is seeking qualified firms to provide professional engineering services for Columbus County, North Carolina. Attached you will find a "Request for Qualifications", which identifies the Project anticipated to be undertaken by Columbus County during the contracted period.

In order to be considered, all responses must be submitted in writing no later than **2:00 PM (EST)**, on **September 15, 2022**. Firms mailing responses should allow delivery time to ensure a timely receipt of their proposals. The responsibility for getting the responses to the Columbus County Administration Office on or before the specified time and date is solely, and strictly the responsibility of the responding firm. The County will in no way be responsible for delays caused by any occurrence.

Firms providing responses shall be responsible for complying with North Carolina Laws and local ordinances. The County of Columbus reserves the right to waive any informalities, to reject any and all responses to the Request for Qualifications, and to accept any responses which in its opinion may be in the best interest of Columbus County.

No responses to the Request for Qualifications will be received or accepted after **2:00 PM (EST)**, on **September 15, 2022**. Late qualification packages will be deemed invalid and returned unopened to the firm.

Responses may be hand delivered or mailed to:

**Columbus County Administration
Attn: Gail Edwards
127 W. Webster St
Whiteville, NC 28472**

Thank you,

Edwin H. Madden, Jr.
Columbus County Manager

REQUEST FOR QUALIFICATIONS PROFESSIONAL ENGINEERING SERVICES

I. OVERVIEW

Columbus County is inviting interested architectural design/consulting/engineering firms, licensed in the State of North Carolina, to submit their qualifications for consideration to provide professional engineering/consulting/planning services for a Water System Expansion project funded in part by the US Department of Commerce Economic Development Administration (EDA).

The county will evaluate respondents based on their qualifications, experience, capabilities and any prior work experience related to this type of project.

II. SCOPE OF SERVICES

Firms shall be qualified professional engineering firms that have experience in design, bidding, construction administration oversight, and construction inspection of a water system expansion.

The EDA project includes 22,250 LF of 12-inch PVC water main along the ROW of US Highway 74/76 and two deep well water supplies to serve the International Logistics Park.

The selected firm shall confirm their ability to provide the following scope of services:

1. Under the direction of the County Manager or designee, oversee project design and construction.
2. Provide detailed design and construction specifications for successful bidding and construction coordination of infrastructure improvements in alignment with EDA requirements.
3. Consult with state, federal and county agencies having jurisdictional authority over Columbus County EDA project, as warranted.
4. Work with county staff to review or complete permits, applications, or agency notifications.

5. Review preliminary design drawings and design calculations for compliance with local, county, and state requirements and sound engineering practices and EDA requirements.
6. Attend pre-application, pre-construction, County Commissioners' meetings and other meetings, as requested by the County Manager.
7. Periodically review project construction site to confirm compliance with plans and specifications.
8. Review completed project plans.

The selected firm reports directly to the County Manager. Inquiries from the public and/or press are outside the purview of the Professional Engineering Services. All inquiries for the Engineering Services time shall be channeled through the County Manager, or the County Manager's designee, who must authorize such request prior to the selected firm taking any action.

III. SUBMISSION

- A. Submittals: Submit one (1) hard copy, marked "**Professional Engineering Services, EDA Investment No. 04-79-07754**" Submittals will be received no later than **2:00 PM EST, on September 15, 2022** at the Office of Columbus County Administration, 127 W. Webster St., 3rd Floor, Whiteville, NC 28472.
- B. Qualification packages may be hand-delivered or mailed. If the submittal is sent by mail or commercial express, the Respondent shall be responsible for actual delivery of the qualification package to the proper County office before the deadline. All submittals become property of the County. Request for Qualification packages will not be accepted via fax machine or internet e-mail.
- C. Label the outside of submitted Qualifications Packages with **RFQ Columbus County** and proposal subject:

“Professional Engineering Services, EDA Investment No. 04-79-07754”.

- D. Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the firm to ensure that their proposal is received by the Administration Offices before the deadline indicated above. There is nothing in this RFQ that precludes the county from requesting additional information from firms at any time during the qualification process.
- E. Nothing herein is intended to exclude any responsibilities or in any way restrain or restrict competition. On the contrary, all responsible firms/individuals are encouraged to submit responses. The County of Columbus reserves the right to waive any informalities, to reject any and/or all proposals, and to accept any proposal which in its opinion may be in the best interest of the County.

IV. PREPARATION

- A. Firms are to submit qualification packages which present their qualifications and understanding of the services to be performed. Emphasis should be placed on completeness of services offered and clarity of content. All submittals should be complete and carefully worded and must convey all of the information requested by the county. If errors or exceptions are found in the firm’s qualification package, or if the package fails to conform to the requirements of the RFQ, the county will be the sole judge as to whether that variance is significant enough to reject the firm’s submittal.
- B. Qualification packages should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form. Columbus 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 these projects, resumes of individuals who will not be engaged in the work, or pages of other non-projected related material. ***Brevity will be***

appreciated. Submittals shall be limited to 20 pages, double sided 8 ½ x 11, minimum 11-point font. Covers and dividers do not count in the page count.

- C. All submittals shall provide a straight forward, concise description of firm's ability to satisfy the requirements of the RFQ.
- D. In addition to the transmittal letter, the Non-Collusion Affidavit must be signed by a principal of the firm or an officer of the corporation duly authorized to bind the corporation.
- E. The firm is solely responsible for all costs and expenses associated with the preparation of the submittal.
- F. Qualification Packages must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the qualification.

V. GENERAL TERMS AND CONDITIONS

A. 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.

B. ADDENDA/CHANGES

Any interpretation, correction or change of this RFQ will be made by Addendum. Addenda will be mailed or delivered to all who are known by the County Administration to have received a complete set of RFQ documents. It is the responsibility of the firm to ensure that all Addenda were received.

C. QUESTIONS

Questions concerning this RFQ should be directed to:

Columbus County Administration

Attn: Gail Edwards

127 W. Webster Street-3rd Floor

Whiteville, NC 28472

Telephone (910) 640-6630 Fax (910) 640-1654

E-mail: gedwards@columbusco.org

Only written questions will be considered formal. Any information given by telephone will be considered informal. Any questions that the county feels are pertinent to all proposers will be mailed as an addendum to the RFQ. Fax and e-mail messages will be treated as written questions.

PROPRIETARY INFORMATION:

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.

D. MINORITY BUSINESSES

The County of Columbus encourages all businesses, including DBE, minority, and women-owned businesses to respond to all Request for Qualifications.

E. 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 Columbus County.

Award shall be made to the responsible firm(s) 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 intends to enter into a contract with a firm to provide the various professional services required. The county reserves the right to contract with other firms for projects of their choosing.

F. CONTRACT DOCUMENT

The successful firms will be required to enter into a design services agreement approved by AIA.

G. SUBCONSULTANTS

If any sub consultants will be used for the various projects, the successful firm shall provide to the Purchasing Director a list of names of any of the intended sub consultants, their applicable license number(s) and a description of the work to be done by each sub consultant.

The successful firm shall not substitute other sub consultants without the written consent of the county.

The successful firm shall be responsible for all services performed by a sub-engineer 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 sub-consultant/engineer/designer 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 sub-consultant/engineer/designer and the County of Columbus.

It shall be the successful firm's responsibility to ensure that all terms required in the attached contract are incorporated into all subcontracts.

H. INSURANCE

The contracted firm shall purchase and maintain and shall cause each of its sub-consultants/engineers/designers to purchase and maintain during the term of this Agreement and for a period of three years after termination of this Agreement, the following insurance policies with the limits set forth herein: Workers Compensation; Commercial General Liability; Automobile Liability; and Professional Liability Insurance.

All Insurance Companies must be authorized to do business in North Carolina. The minimum insurance ratings for any company insuring the Consultant shall be AM Best "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of the County's Finance Officer. Should the ratings of any insurance carrier insuring the Consultant fall below the minimum rating, the County may, at its option, require the contracted firm to purchase insurance from a company whose rating meets the minimum standard. Proof of rating shall be provided to the County upon request.

I-1 Limits of Coverage

Minimum limits of insurance coverage shall be as follows:

- a. Worker's Compensation - Limits for Coverage A - Statutory State of N.C.; Coverage B - Employers Liability limits shall not be less than \$1,000,000.00.

- b. Commercial General Liability – Bodily injury and property damage liability as will protect the Consultant from claims of bodily injury or property damages which may arise from the operations of this Agreement. The amounts of such insurance shall not be less than \$1,000,000.00 bodily injury and property damage – combined single limit per occurrence and \$2,000,000.00 aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability.
- c. Automobile Liability – Automobile bodily injury and property damage liability insurance when the services to be performed require the use of motor vehicles. Auto liability limits shall not be less than \$1,000,000.00 combined per accident.
- d. Professional Liability – (errors and omissions) with minimum limits of \$1,000,000.00 per claim.

All insurance policies (with the exception of Worker's Compensation and Professional Liability) required under this Agreement shall name the county as an additional insured party for the insurance.

I-2 Proof of Coverage

Evidence of such insurance shall be furnished to the county, together with evidence that each policy provides that the county shall receive not less than thirty (30) days prior written notice of any cancellation of coverage of any of the policies. Upon notice of such cancellation, the contracted firm and/or sub-consultant/engineer/designer shall procure substitute insurance so as to assure the county that the minimum limits of coverage are maintained continuously throughout the periods specified herein.

I-3 Indemnity

The contracted firm agrees to indemnify, defend, and hold harmless Columbus County NC, its officers, agents, and employees from and against all loss, cost,

damages, liability, claims or expense, including attorney's fees, for bodily injury (including death) or property damage to any person or persons to the extent caused by the negligence of the contracted firm or any person or entity for whose acts or omissions the contracted firm is legally liable. It is the intent of this provision to require the contracted firm to indemnify the County of Columbus NC to the fullest extent permitted under North Carolina law. This indemnity shall survive the termination of this Agreement.

VI. STATEMENT OF QUALIFICATIONS REQUIREMENTS

Interested firms desiring to provide services should include the following with its Statement of Qualifications:

1. Firm name, address, telephone, fax number, contact person and e-mail address;
2. Year established and former firm names;
3. Names of principles of the firm and states in which they are registered.
4. Types of services for which the firm is qualified.
5. Understanding of the scope of work/services and your ability to devote staff resources to complete this project.
6. List of staff members and titles of those persons who will be assigned to work with the County on this particular project.
7. Provide a list of three (3) other projects comparable to the scope of services required for the county's project.

8. Names of outside consultants (sub-consultants) who would be involved to provide services required for these projects. Provide a one-paragraph synopsis for each consultant to include 1) the individual's proposed role in the project, 2) the individual's previous experience as it relates to his/her role in the project, and 3) how long your firm has worked with the sub-consultant on previous projects.
9. The firm's experience in providing similar services for similar projects.
10. Ability to meet established schedules.
11. Ability to deliver within budget.

VII. EVALUATION PROCESS:

Following the deadline for submittal of qualifications, a review of the submitted qualification packages will be performed by the county. Submittals will be reviewed, analyzed, and ranked based on their response to the information requested.

The county shall select from among the firm(s) deemed most qualified to provide the required services. At the discretion of the county, the discussions with the firm(s) may consist of written questions and responses, and/or personal interviews with members of the firm(s). If personal interviews are required by the county, the persons proposed to be responsible for performing the work required herein shall attend the interview. If requested, firms should be prepared to submit financial status information, which shall be held in confidence.

The county will negotiate a lump sum fee for the services and a rate schedule to be utilized for additional services and contingent additional services with the most qualified firm at a compensation which is considered to be fair and reasonable to the county. These rates shall include all disciplines (example: architect, project manager, engineers, consultants, administrative staff, etc.). In making this decision, the county will take into account the established value, general scope, the complexity, and the professional nature of the

services to be rendered. Should the county be unable to negotiate a satisfactory contract with the firm considered to be most qualified, negotiations with that firm shall be formally terminated.

Negotiations will then proceed with the remaining ranked firms in the same manner until an agreement is reached, unless it is determined by the committee that it is in the best interest of the county that the process be terminated or modified.

The County of Columbus reserves the right to reject any and/or all submittals, and to waive defects, technicalities and/or irregularities in any submittal. The county reserves the right to finalize a contract with one firm based on all factors involved in the written qualification submittal without further discussion or interviews.

RESPONDER’S CERTIFICATION FORM

I have carefully examined the Request for Qualifications, the sample Design Services Agreement for professional services and any other documents accompanying or made a part of this Request for Qualification.

I hereby propose to furnish the professional consultant services for Columbus County in accordance with the instructions, terms, conditions, and requirements incorporated in this Request for Qualification. I certify that all information contained in this response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

NAME OF FIRM: _____

BY: (printed name) _____

SIGNATURE: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

ACKNOWLEDGEMENT OF ADDENDA

Responder hereby acknowledges receipt of all Addenda through and including:

| Addendum No. | Date | Acknowledgement |
|--------------|-------|-----------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

NON-COLLUSION AFFIDAVIT

State of North Carolina

County of Columbus

RFQ-Columbus County

_____, being first duly sworn, deposes and says that:

- I. He/She is the _____ (title) of _____ (firm's name), the responder that has submitted the attached response;
2. He/She is fully informed respecting the preparation and contents of the attached response and of all pertinent circumstances respecting such response;
3. Such response is genuine and is not a collusive or sham response;
4. Neither the said responder nor any of its officers, partners, owners, agents, representatives employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder firm or person to submit a collusive or sham response in connection with the contract for which the attached response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other responder, firm or

person to fix the price or prices in the attached response, if applicable, or of any other responders, or to fix any overhead, profit or cost element of the response price of the response, if applicable, of any other responder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Columbus or any person interested in the proposed contract; and

Signature

Title

NOTARIZE

Subscribed and sworn to before me,

This _____ day of _____, 20_____

Notary Public _____

My Commission Expires: _____

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF COLUMBUS

NOW COMES Affiant, first being sworn, deposes and says as follows

1. I have submitted a bid for contract or desire to enter into a contract with the County of Columbus;

2. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

___ After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or
___ I employ less than twenty-five (25) employees in the State of North Carolina.

3. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that to the best of my knowledge any subcontractors employed as a part of this bid and/or contract are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

___ After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retains the record of the verification of work authorization while the employee is employed and for one year thereafter; or
___ Employ less than twenty-five (25) employees in the State of North Carolina.
Specify subcontractor: _____

This the _____ day of _____, 20_____.

Affiant

Sworn to and subscribed before me, this the _____ day of _____, 20_____.

[OFFICIAL SEAL]

_____, Notary Public
My Commission Expires: _____