

**REQUEST FOR QUALIFICATIONS (RFQ)**

RFQ#23-24-22

The City of Greenville, NC is seeking qualifications from engineering firms interested in providing the services required to prepare final design documents, acquisition, and provide construction administration for a stormwater drainage improvement project. The project was identified in the City's Greens Mill Run Watershed Master Plan as St. Andrews Stream Restoration and will be funded through the City's Stormwater Utility.

Interested firms are invited to submit qualifications (in the required quantity and format) for the **"City of Greenville- St. Andrews Drive Critical Infrastructure Protection and Stream Restoration Project"** by **4:00 pm, Wednesday, November 7<sup>th</sup>, 2023** to the following address:

Ms. Lisa Kirby, PE, CFM  
City of Greenville  
Engineering Department  
1500 Beatty Street  
Greenville, N.C. 27834

The full RFQ can be retrieved at [www.greenvillenc.gov](http://www.greenvillenc.gov) or by contacting the Engineering Department at (252) 329-4467.

## **REQUEST FOR QUALIFICATIONS (RFQ) FOR PROFESSIONAL SERVICES**

### **To Perform Design Services for Stream Restoration**

**City of Greenville, North Carolina**

**October 2023**

#### **I. Project Background**

In August 2016, the City of Greenville, NC completed citywide Watershed Master Planning. The master planning effort provided the City with an inventory of the existing drainage system, a prioritized list of capital projects, recommendations for detention regulations, and assessment of stream health and water quality on impaired streams. There are well over 150 capital projects identified. These include flood control, water quality, and bank stabilization projects.

The City is requesting qualifications from engineering firms interested in providing the services required to design, prepare construction documents, acquisition, and construction administration for the St. Andrews Drive Critical Infrastructure Protection and Stream Restoration Project as identified in the Greens Mill Run Watershed Master Plan.

This proposed stream restoration/stabilization and utility protection project is located near and parallel to St. Andrews Drive in Greenville, NC within a reach of an unnamed tributary to Greens Mill Run between Southwest Greenville Boulevard and Fairlane Road. The project extends for approximately 3,200 feet along the tributary, the majority of which is degraded. The site's drainage area is approximately 0.19 square miles with 96 percent urban land-use and 41 percent impervious area. Wetlands are not present within the floodplain corridor per the NWI.

The actively eroding channel has cut down into its own streambed (i.e., vertical degradation) which has resulted in overly high stream banks, loss of hydrologic connectivity to the adjoining floodplain, and lateral migration (erosion). The vertical degradation and lateral migration have exposed several elements of municipal infrastructure. If stabilization measures are not immediately installed, numerous gas, electric, sanitary sewer, and stormwater utilities; commercial and residential structures; fences; and, other adjacent features are at risk of being damaged by the predicted bank erosion.

This stream stabilization/restoration project seeks to stabilize the channel by installing bioengineered structures to protect the municipal infrastructure within and adjacent to the stream corridor and, to improve the channel conditions and impart greater resilience at the site. The project proposes to install hard (stone) structures where necessary to protect municipal infrastructure and physical structures; otherwise, nature-based solutions will be

installed to create diverse habitats within the aquatic and riparian ecosystems and an aesthetically pleasing stream system. The project also seeks to create areas of accessible floodplain along the riparian corridor to alleviate the erosive forces currently acting within the channel and to create hydraulic storage capacity.

The design approach set forth herein recommends a combination of floodplain benching, bank regrading, bio-engineered structural enhancements (where most applicable), stone-based structural enhancements (only where necessary), surface stabilization with natural fiber matting for reinforcement, and intensive revegetation with appropriate native riparian plant species. The channel bed elevation will be increased within most of the restoration channel.

Bank stabilization, channel modifications, and grade control structures are proposed to protect building foundations and municipal utilities, prevent future channel downcutting and widening, reduce sediment loading, and reduce tree losses. These objectives are achieved by implementing several design elements:

- Construct low elevation floodplain benches and grade from the floodplain bench to the existing floodplain at a maximum 2H:1V slope.
- Install stone bank toe (of slope) protection or gabion walls where utilities and structures constrain creation of a floodplain bench.
- Increase the channel bed elevation within most of the restoration channel and specifically over the existing utility crossings to restore their intended subsurface condition.
- Install grade controls (e.g., cross vanes, step pools).
- Stabilize graded and disturbed areas with natural fiber material (coir mat) and plantings (live stakes, shrubs, trees and permanent seeding).

This project was selected to receive partial funding from FEMA through the Building Resilient Infrastructure and Communities Program (BRIC) which includes federal funds from, and is subject to, federal guidance and timelines. Design must be completed by January 2025 and project completed including construction by July 2026.

## **II. Purpose**

This contract will have three phases (task orders). The first task will involve reviewing the master plan and corresponding model, developing and preparing the necessary construction documents, obtaining all applicable permits, and assisting with the bid process. The second task is to provide right of way and easement acquisition services as detailed in the section below. The third task is to provide construction administration services as detailed in the section below.

It is envisioned all three tasks will be contracted with the same firm, however there are concerns about potential conflict of interest with utilizing the same firm for both design and construction administration. It is important to minimize the perception of this potential conflict

of interest. The consultant will need to demonstrate or provide processes that will alleviate the City's concerns.

### **III. Scope of Work (Consultant Responsibilities)**

The following summarizes the requested professional services:

#### Task Order 1 (Design through Construction Award)

- Review all available information pertaining to the project, including, but not limited to: previous drainage studies, associated master drainage plans, flood event documentation, existing maps, proposed development, proposed infrastructure improvements associated with the area, etc.
- Facilitate community engagement including public meetings with stakeholders.
- Perform any necessary environmental assessment, geotechnical, and surveying services for the project.
- Prepare final design drawings to include utility relocation, specifications, construction schedules, traffic control plans, cost estimates and bid documents.
- Assist the City in acquiring all applicable permits.
- Advertise bids, prepare addenda (if necessary), and assist with selection of contractor from bid submittals.

#### Task Order 2 (Acquisition Services)

- Prepare easement or right-of-way maps, legal descriptions for recordation and valuations/appraisals.
- Meet with property owners to discuss easement needs, negotiate settlements, and obtain signed Offers to Purchase.
- Coordinate with City Attorney's office regarding settlement paperwork.

#### Task Order 3 (Construction Administration Services)

- Pre-construction Conference - Outline project specifics. Inform contractor of project administration procedures.
- Management Information System (MIS) - Implement system for organizing, tracking, filing, and managing paper/ electronic correspondence including letters, information requests, submittals, contracts, reports, O&M manuals, progress payments, and change orders, etc.
- Review and approve RFIs and Shop Drawings
- Attend and provide minutes for all progress meetings.

- Schedule - Monitor contractor's schedule weekly. Notify parties of actual or potential deviation from schedule. Work with project team to correct noncompliance with schedule.
- Cost Control - Monitor project funding. Monitor project budgets. Review contract item payments, material quantities, and change order payments.
- Change Orders - Review potential change orders for contractual and technical merit. Prepare independent cost estimate and schedule analysis of work. Provide recommendation and prepare change orders for execution. Keep the City apprised of impact of cumulative change orders.
- Dispute Resolution - Make recommendations and implement procedures for reducing the likelihood of disputes and claims. Assist in the resolution of disputes.
- Quality Assurance/Inspection - Observe and monitor all aspects of project. Notify contractor when work is not in compliance. Prepare daily inspection reports. Provide photographic and video documentation of construction process. Encourage and stress quality in the constructed product. Schedule and conduct materials testing services.
- Permit /Environmental Compliance - Review and enforce requirements stipulated in permits issued by regulatory and environmental agencies.
- Progress Payments - Review contractor's payment requests. Verify contractor pay items. Prepare payment documentation for execution.
- Site Safety - Review and monitor contractor's safety program for compliance with OSHA. Notify contractor if unsafe condition is observed. Notify City if contractor refuses to rectify unsafe condition.
- Record Drawings - Collect, review, and transmit contractor's data to engineer.
- Final Walkthrough - Make final inspections. Prepare punch-list. Verify that required certificates of compliance, Review O&M manuals for completeness. Ensure record drawings and any O & M Manuals have been delivered to City.
- Project Completion Report - Process final progress payment to contractor. File Notice of Completion. Prepare final report to include lessons learned. Deliver project records to the City.

#### **IV. Deliverables**

Task Order 1 - Deliverables for Task Order 1 will be managed through OpCenter, a web-based file management tool produced by Duncan Parnell.

- Engineering calculation, drawings/design, design reports to include at a minimum:
  - Description and Map of the existing drainage conditions and the area of protection.
  - Updated cost estimate consistent with design including costs for design and construction phases.
  - Updated BCA consistent with design documents.

- Scope of Work details, including ground disturbance information to detail area and depth of proposed ground disturbance, along with maps of proposed ground disturbance.
- All documents such as surveys, plans, drawings, specifications, studies, and site photos with descriptions associated with the project.
- Any applicable USACE 404, State 401, and 402 North Carolina Department of Environmental Quality (NCDEQ) permitting, authorization, or exemptions.
- Documentation of any public meetings and notifications related to this proposed project.
- Addenda, pre-bid meeting minutes and sealed bid tab with a recommendation for award.

Task Order 2 - Deliverables for Task Order 2 will be managed through OpCenter, a web-based file management tool produced by Duncan Parnell.

- Right of way/easement maps, metes and bounds descriptions, appraisals, and acquisition estimates for the project, executed Offers to Purchase

Task Order 3 - Deliverables for Task Order 3 will be managed through OpCenter, a web-based file management tool produced by Duncan Parnell.

- Agenda and meeting minutes for all scheduled meetings.
- Paper files, Digital files, and Correspondence logs.
- Review and approved RFIs and shop drawings.
- Change Orders - Independent cost estimates and recommendations to include change orders ready for execution. Submittal of change order summary report.
- Schedule reports and recommendations.
- Budget reports and cost estimate reviews.
- Progress payment request documents.
- Quality Assurance/Inspection - Photography and videotapes. Project files to include daily inspection reports and correspondence. Testing plan for the project.
- Record drawings.
- Punchlist and Notice of Completion/Final Report.

## **V. Schedule for Consultant Selection**

The tentative schedule for selecting a consultant or consultants is outlined below. The actual schedules may vary.

Submit Proposals	November 7, 2023
Consultant Selection	November 17, 2023
Contract/s Awarded	January 8, 2024
Final Design Completed	December 2024

Advertise for Construction  
Construction Bids Received and Evaluated  
Construction Contract Awarded  
Construction Complete

February 2025  
March 2025  
May 2025  
May 2026

## VI. Consultant Selection Criteria

Criteria for the selection of the Consultant will include, but not necessarily be limited to, the following:

- Quality and completeness of response to the RFQ (20%);
- Applicable experience of team proposed by the Consultant. Highlight projects this team has worked together on in the past. Provide information on why the experience is relevant, what roles the proposed team members played, tThis experience should demonstrate your ability to develop effective, real life solutions for challenging and sometimes highly publicized problems (30%);
- Qualifications of individual(s) proposed for the duties (20%);
- Approach and methodology of how Consultant will meet City's objectives for this project within schedule and on budget (30%).

The selection team will evaluate the RFQ's based on the aforementioned items and corresponding percentages. If several firms appear to have similar qualifications the City may request those firms attend an interview and provide a brief presentation.

Fee negotiations will be initiated with the firm(s) found to be most qualified for this work by the selection committee. As part of negotiations, the selected firm(s) will be expected to develop a detailed Scope of Work for the project.

The City reserves the right to accept the firm with the qualifications that best fit the Scope of Services as defined by the City of Greenville and is deemed to be in the best interest of the City; or the City can reject all submittals.

## VII. REQUIREMENTS OF SELECTED TEAM

The selected team must be able to begin work immediately upon award of contract, must attend and/or make proposals to staff and must be able to maintain the required level of effort to meet the project schedule.

### ***Insurance***

The City of Greenville requires the selected to maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily

injury or property damage; City of Greenville, North Carolina, 200 W. Fifth St. Greenville, NC 27834 shall be named as additional insured. (b) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence-if providing professional services; (c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit; (d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable. Certificates of Insurance shall be furnished prior to the commencement of Services. Depending on the type of services to be provided, cyber liability insurance or increased limits may be necessary.

***Acceptance of Terms***

Submission of a proposal shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth in the RFQ unless otherwise expressly stated in the proposal.

***Right of Rejection by the City***

The City reserves the right to accept the proposal that best fits the Scope of Services as defined by the City of Greenville and is deemed to be in the best interest of the City; or the City can reject all proposals.

***Financial Responsibility***

The firm making the proposal understands and agrees that the City shall have no financial responsibility for any costs incurred by the firm in responding to this RFQ prior to the issuing of an agreement. This includes but is not limited to costs related to site visit(s) and estimate preparation(s) for contract negotiations.

***Conditions and Reservations***

A response to this RFQ should not be construed as a contract, nor indicate a commitment of any kind. This RFQ does not commit the City to pay for costs incurred in the submission of a response to this RFQ or for any cost incurred prior to the execution of a final contract. No recommendations or conclusions from this RFQ process concerning your firm shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law or statutory law of North Carolina. Neither binding contract, obligation to negotiate, nor any other obligation shall be created on the part of the City unless the City and your firm execute a contract.

***Title VI Nondiscrimination***

The City of Greenville, North Carolina in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full



and fair opportunity to submit proposals in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## **VIII. SPECIAL CONDITIONS: FEDERAL REQUIREMENTS**

This Contract will be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. This section identifies the federal requirements that may be applicable to this contract. The Vendor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

The federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.C.F.R., Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Vendor pursuant to its obligations under this Contract. The Vendor and its sub-contractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

### ***No Obligation by Federal Government***

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

### ***Program Fraud and False or Fraudulent Statements or Related Acts***

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

### ***Access to Records***

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide the City of Greenville, the Comptroller General of

the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide City access to construction or other work sites pertaining to the work being completed under the contract.

### ***Changes***

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. A Contractor's failure to do so shall constitute a material breach of the contract.

### ***Termination for Convenience (General Provision)***

The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

### ***Termination for Default [Breach or Cause] (General Provision)***

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

### ***Opportunity to Cure (General Provision)***

The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) calendar days after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

***Waiver of Remedies for any Breach***

In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

***Equal Opportunity***

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, 3 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of

September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

### ***Suspension and Debarment***

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction into which it enters.

### ***Suspension and Debarment Certification***

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

***Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)***

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**IX. Supervision of Consultant**

The Consultant will be under the supervision of the Director of Engineering for the City of Greenville or her designee.

**X. Minority Business Enterprises and Women's Business Enterprises**

It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (MWBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of MWBE firms in supplying goods and services for the completion of this project. All firms submitting qualifications and/or proposals agree to employ "good faith efforts" towards achieving these goals and supply other information as requested in the "Supplemental Vendor Information" included in Attachment C. Failure to complete the MWBE forms may be cause to deem the submittal nonresponsive.

Questions regarding the City's MWBE Program should be directed to the MWBE Office at (252) 329-4462.

## **XI. Equal Employment Opportunity**

The City has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin or ancestry. By submitting qualifications and/or proposals, the firm is attesting that they are an Equal Opportunity Employer.

Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

## **XII. E-Verify Compliance**

By submitting a proposal, consultant acknowledges that compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes is required by the Consultant and its Subconsultant by North Carolina law and the provisions of the Contract Documents. The Consultant represents that the Consultant and its Subconsultant are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Article 2 of Chapter 64 of the North Carolina General Statutes requires employers, that transact business in the State of North Carolina and employ 25 or more employees in the State of North Carolina, to electronically verify the legal employment status of an employee through the federal E-Verify program after hiring the employee to work in the State of North Carolina.

## **XIII. Iran Divestment Act**

As a result of the Iran Divestment Act of 2015 (Act), Article 6E, N.C. General Statute § 147-86.55, the State Treasurer published the Final Divestment List (List) which includes the final companies and persons engaged in investment activities in Iran and will be updated every 180 days. The list can be found at <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>.

By submitting the Proposal, the Consultant certifies that, as of the date of this bid, it is not on the then current List created by the State Treasurer. The Consultant must notify the Department immediately if, at any time before the award of the contract, it is added to the List.

As an ongoing obligation, the Consultant must notify the Department immediately if, at any time during the contract term, it is added to the List. Consistent with § 147-86.59, the Consultant shall not contract with any person to perform a part of the work if, at any time the subcontract is signed, that person is on the then-current List.

During the term of the Contract, should the Department receive information that a person is in violation of the Act as stated above, the Department will take action as appropriate and provided for by law, rule or contract.

#### **XIV. Proposal Submission and Deadline**

The following information should be included in the submittal:

- Corporate Profile
- Highlight Project Team, include:
  - organizational chart,
  - availability,
  - expertise of key team members; and
  - previous experience on similar projects (provide client name and contact information, estimated and realized design/construction cost and schedule)
- Approach or methodology to accomplish objectives specific to this project
- Hourly rate structure of positions proposed to perform the work
- Statement regarding firm's(') possible conflict of interest for the work
- Attachment B: Certification Regarding Lobbying
- Attachment C: Supplemental Vendor Information

Detailed approaches, scopes, and fees will be developed during contract negotiations with the selected firm prior to initiation of each task order. Fees are not required for submission on this RFQ.

All proposals are limited to 15 pages inclusive of the cover letter and exclusive of resumes and attachments B & C, and shall be typed on 8 1/2" x 11" sheets, single spaced, one sided with a minimum font size of 11. In order to reduce costs and to facilitate recycling; binders, dividers, tabs, etc. are prohibited. One staple in the upper left-hand corner is preferred. Proposals containing more than 15 pages will not be considered.

Interested firms are invited to submit six (6) hard copies and one electronic copy of their proposal no later than 4:00 pm, November 7, 2023, to the following address:

Ms. Lisa Kirby, PE, CFM  
Director of Engineering  
City of Greenville  
Engineering Department  
1500 Beatty Street  
Greenville, NC 27834

For questions regarding this Request for Qualifications, contact Lisa Kirby at (252) 329-4683 or [lkirby@greenvillenc.gov](mailto:lkirby@greenvillenc.gov).



ATTACHMENT A





**CERTIFICATION REGARDING LOBBYING (Submit with Proposal)**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

**SUPPLEMENTAL VENDOR INFORMATION (Submit with Proposal)**

**MWBE AND ELIGIBLE LOCAL BIDDERS**

Minority and Women Business Enterprises (MWBEs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of these categories. Also included are disabled business enterprises and non-profit work centers for the blind and severely disabled. Eligible Local Bidders consist of firms located within the Greenville city limits or ETJ that meet other criteria as outlined in Resolutions 031-15, 020-16.

Pursuant to G.S. 143-128.2, 143-48, 143-128.4, and the City of Greenville MWBE Plan along with Resolutions 031-15 and 020-16, the City invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled business enterprises and non-profit work centers for the blind and severely disabled and local bidders. This includes utilizing subcontractors to perform the required functions in this solicitation.

Any questions concerning MWBE or Local Bidder status, contact the MWBE Coordinator at 252.329.4462.

The Vendor shall respond to the questions below.

- a) Are you an MWBE firm?  Yes  No
- b) Are you certified with North Carolina as a Historically Underutilized Business (MWBE)?  Yes  No
- c) Are you a certified Disadvantaged Business Enterprise (DBE) with the Department of Transportation?  
 Yes  No
- d) Are you a local bidder?  Yes  No

Please provide complete *physical* address of firm:

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