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# SECTION 1. Project Information and Procurement Process

## 1.1 Overview

The Spring Branch Community Restoration Project (SBCRP) is located within the Town of Smithfield, Johnston County, North Carolina. The SBCRP will provide enormous environmental benefits for The Town of Smithfield, the Neuse River Basin and the State of North Carolina. The proposed project will be designed to dramatically improve habitat for aquatic flora and fauna within Spring Branch; provide flood attenuation, decreasing flooding of residents downstream of the project site; improve water quality by decreasing nutrient laden suspended sediment into the Neuse River, contributing to the reduction of deadly algal blooms in the Pamlico Sound.

The project will also create a natural amenity for the community of Smithfield by incorporating a greenway within the project site; allow for the expansion of the existing community garden on site; and provide educational opportunities for students from preschool to college.



## 1.2 Statement of Purpose

It is the intention of the Town of Smithfield (“Town”), to solicit proposals for a contractor (“Contractor”) that can provide services to design and build a stream and wetland site design plan and implement said design plan for the Spring Branch Community Restoration Project (“SBCRP”). The Town is seeking design/build proposals for Phase I of the SBCRP located within city limits of the Town of Smithfield. The “Contractor” shall furnish necessary drawings, plans, permits, labor, facilities, materials, equipment, construction oversight services, and incidentals to complete the project scope of work (the “Scope of Work”) as described in Section 1.7 to be entered into between the Town and the Contractor.

### **1.3 Procurement Process**

The Town is using the design-build method. The procurement and the provision of services are in accordance with North Carolina General Statutes (G.S.) Chapter 143-128.1A and this RFQ. Selection of the Contractor will be made using this process. This process will proceed with the issuance of the RFQ where any interested Proposer can submit its Statements of Qualifications (“SOQ”) in accordance with the requirements set forth in this RFQ. The selection committee will evaluate the SOQs, and the three most highly qualified Contractors will be ranked. SOQs may not be withdrawn within 60 days from the date on which SOQs are submitted. If not as many as three SOQs have been received from qualified Contractors, the Town will again solicit for design-build services. If as a result of such second solicitation not as many as three responses are received, the Town may then begin negotiations with the highest- ranked Contractor under G.S 143-64.31 even though fewer than three responses were received. If a contract cannot be negotiated with the best qualified Contractor, negotiations shall be terminated in writing and initiated with the next best qualified Contractor.

The Contractor must review and analyze all sections of this RFP and submit all information and materials required within this RFP, providing sufficient information to allow the Town to evaluate the Proposal. Contractor, by submitting its proposal, agrees that any costs incurred by the Contractor in responding to this RFP are to be borne by Contractor and may not be billed to the Town. Contractor’s proposal must match the order in which the RFP was submitted or clearly state where the information resides. If the Town has any confusion or difficulty in retrieving the required information from a Contractor’s proposal, it may result in disqualification of such proposal. Contractor may not have the ability to resubmit its proposal to the Town

The Contractor shall provide the Town with a Certificate of Insurance verifying its limits for public liability, property damage, and automobile insurance in an amount not less than Five Million Dollars (\$5,000,000), per occurrence. For the awarded Contract, the Town shall be specifically named as an “additional insured” on all policies covering work under the Contract and the required Certificate of Insurance shall show that the Town has been added to the policies. All insurance shall be endorsed so that it cannot be canceled in less than thirty (30) days.

### **1.4 Conceptual Schedule**

To meet the requirements of project grant funding, the Town requires that the Project be completed before January 2023.

### **1.5 Construction Costs**

Based on the preliminary estimates, the Town’s Project budget is \$200,500 for phase one of the project.

## **1.6 Additional Information and Procurement Process**

- 1.6.2 This process will proceed with the issuance of the RFQ where any interested Proposer can submit its Statements of Qualifications (“SOQ”) in accordance with the requirements set forth in this RFQ.
- 1.6.3 The selection committee will evaluate the SOQs. The three most highly qualified proposers shall be ranked. SOQs may not be withdrawn within 60 days from the date on which SOQs are submitted.
- 1.6.4 If not as many as three SOQs have been received from qualified Proposers, the Town will again solicit for design-build services. If as a result of such second solicitation not as many as three responses are received, the Town may then begin negotiations with the highest- ranked Proposer under G.S 143-64.31 even though fewer than three responses were received. If a contract cannot be negotiated with the best qualified Proposer, negotiations shall be terminated in writing and initiated with the next best qualified Proposer.
- 1.6.5 The Town intends to enter into a Design-Build Agreement, a copy of which is included in Section 5.

## **1.7 Services Provided by the Design-Builder**

- 1.7.1 The scope of services to be provided are described below.
- 1.7.2 Preliminary Site Investigation
  - A. The Consultant will review all pertinent readily available existing data including:
    - a. Previously collected data on Spring Branch, previously completed Hydrologic modeling for Spring Branch, Investigate existing private utility easements on the project site, Johnston County Soil Survey, NRCS aerial photography, NWI mapping, USGS quadrangle mapping, Town of Smithfield storm utility information, and topographic survey information
- 1.7.3 Agency and Stakeholder Coordination
  - A. The design team anticipates coordinating with the Community of Smithfield, the Town of Smithfield, the Johnston County Visitor’s Bureau, Johnston County Community College, United States Army Corps of Engineers (USACE), North Carolina Department of Environmental Quality (NCDEQ) throughout the design process. This will include public meetings to gain community input and gain support for the project. We also anticipate two (2) public meetings and two (2) independent design meetings with the USACE and NCDEQ.

#### 1.7.4 Stream Channel Surface Hydrology

- A. Hydrology estimates, including storm discharges and times of concentration will be developed for the designed channel length identified for the site based upon existing and ultimate land use conditions. The hydrology estimates will be performed using GISHydro 2000; results will be calibrated and regional curve and existing gage data (if available) will be reviewed.

#### 1.7.5 Subsurface and Wetland Hydrology Evaluation

- A. The Consultant will perform approximately 2 Standard Penetration Test borings on the property. Each boring will be 15 feet deep with SPT samples taken at: 1-2.5 feet, 3.5-5.0 feet, 8.5-10 feet and 13.5-15 feet. Mechanical gradation and Atterberg Limit tests on half of the split spoon samples with natural moisture contents on all samples will occur. Infiltration tests be performed according to SCS 378 standards for all borings performed.

#### 1.7.6 Detailed Geomorphic Measurements

- A. The consultant will perform a detailed site assessment on the project and reference reach sites. The detailed assessment will involve measurements of channel geometry (plan, profile, and cross section), channel substrate (pebble counts and bulk samples), bank stability (bank height, bank slope, materials, vegetation), and in-channel and riparian habitat.

#### 1.7.7 Design discharge determinations

- A. A critical aspect of channel design is design discharge determination. These efforts will be based upon the previous verified hydrologic models on Spring Branch and further analysis. The selected consultant shall provide methods of analysis and design discharge determination decisions in a design memorandum.

#### 1.7.8 Fluvial Geomorphic Data Analysis

- A. Data collected during the fluvial geomorphic surveys will be utilized to evaluate: Slopes (bed features, water surface, and flow indicators); velocities; hydraulic geometry values (width, depth, cross-sectional area, hydraulic radius, etc); channel roughness; stream bed composition (surface and subsurface); bar sediment distributions; Froude number; critical shear stresses for bed sediments; bank

materials, condition, and stability; design discharges; typical riparian vegetative communities for the region; habitat requirements of resident/target species; and Rosgen classification.

#### 1.7.9 Generate Permit Submission Design

- A. Complete field survey of the SBCRP.
- B. Generate 60% plans to include the following additional work and details: sediment and erosion control plan, sequence of construction and details; landscaping / planting plans and details; geometric details for proposed grading; modifications to existing details; other drainage details as needed; maintenance of traffic and parking details to facilitate construction access and staging.
- C. Complete hydraulic evaluation of existing conditions surface with HEC-RAS. Verify Existing Conditions Hydrology and Hydraulics Report performed by Jewel Engineering.
- D. Develop vertical, horizontal and cross-sectional geometry to establish proposed grading plan.
- E. Complete Sediment and Erosion Control plan including approximate site LOD, recommended staging and stockpile areas, maintenance of stream flow and construction access locations.
- F. Complete analysis of hydraulics of the proposed surface.
- G. Complete constructability review to analyze proposed construction access, sequence of construction, construction details, specifications, in-stream structure design, and channel grading plan evaluations. Present results to the Town in a memorandum.
- H. Complete a design memorandum report outlining methods, results and design decisions based on tasks 1.7.2-1.7.8.
- I. Prepare a Nationwide 27 and Pre-Construction Notification (PCN) for impacts to waters of the US and Neuse Buffer, as required, based on project impacts and any other permits required for the project.
- J. Address any Agency comments related to permits submitted for impacts to natural resources as required.
- K. Attend a progress meeting (or virtual meeting) with Town of Smithfield to discuss the design, and address any comments or questions. Provide meeting minutes and present to all interested parties. These will include a compilation of all written comments received following the permit plan submittal.

#### 1.7.10 Generate Final Design

- A. Address comments received at permit submission phase and incorporate them into the Final plans.
- B. Finalize Sediment and Erosion Control plan including site LOD, staging and stockpile areas, maintenance of stream flow, sequences of

- construction and construction access locations. Obtain Sediment and Erosion Control Permit approval.
- C. Finalize grading plan, addressing any conflicts with floodplain water surfaces or utility impacts.
- D. Finalize permits, agency coordination efforts, and receive permit approval.

#### 1.7.11 Construction Services

- A. Notify Town of Intent for Construction Start Date
- B. Schedule and Hold Kick Off Meeting on the site (or Virtual Meeting)
- C. Present Construction Plan and Schedule to the Town
- D. Establish Perimeter Controls and Erosion and Sediment Control Measures
- E. Implement construction plans developed during design services phase.
- F. Provide construction management and administration.
- G. Provide and manage site safety.
- H. Provide quality assurance and quality control services.
- I. Provide monthly cost and schedule updates to the Town.
- J. Complete construction, complete as-built survey of project.
- K. Request final acceptance meeting.
- L. Project closeout, including punch list walk through and final acceptance
- M. Warranty correction work
- N. Bond release

## **SECTION 2. Instructions for Proposers**

### **2.1 Examination and Purchase of Documents**

2.1.1 Advertisement and RFQ information for the Project can be found at the following website: <http://gov.findrfp.com/gov/List.aspx?id=31195>

2.1.2 The RFQ may be downloaded or viewed free of charge at this website. It is the downloader's responsibility to determine that a complete set of documents, as defined in the Instructions for Proposers are received.

2.1.3 This website will be updated periodically with revisions, modifications and clarifications to the RFQ, procurement and RFQ information, responses to questions asked by Proposers and additional information relevant to the procurement of the project. proposers are encouraged to routinely monitor the web site.

## 2.2 Delivery of SOQs and Procurement Schedule

2.2.1 Deliver the SOQ to the address shown below no later than 3 p.m. on 7/27/2020 for the SOQ to be accepted. SOQs received after this time will be returned unopened. Address SOQs to: If delivered by US Postal Service: Town of Smithfield Attn: Stephen Wensman PO Box 761 Smithfield, NC 27577. If delivered by any other means (UPS/FedEx/etc.): Town of Smithfield Attn: Stephen Wensman, 350 E. Market Street, Smithfield, NC 27577

### Procurement and Project Schedule

Activity	Date
Issue RFQ	6/1/2020
Deadline for Questions and Comments	7/10/2020
Submission of SOQs	7/27/2020
Interviews (optional at discretion of Town)	8/10/2020
Selection of best qualified design-builder	8/24/2020
Negotiations	8/24/2020-9/6/2020
Contract Execution	9/6/2020
Deadline for Notification of Possible Delay in Schedule	2/1/2021
Deadline for Substantial Completion	3/1/2021
Deadline for Final Completion	4/1/2021
Deadline for Final Warranty Inspection	4/1/2022

2.2.2 The Town reserves the right to schedule interviews. At this time interviews are not being included in the RFQ procurement phase.

2.2.3 The Town assumes no obligations, responsibilities and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFQ. All such costs shall be borne solely by each Proposer.

## 2.3 Point of Contact

2.3.1 To ensure fairness during the procurement process, until the Agreement is executed, Proposers and their employees, representatives and agents shall not contact Town staff, member of selection committee, or any other official, employee, representative.

2.3.2 Direct questions regarding this RFQ and Project are to be submitted in writing, electronically at the email address listed below. Modifications to the RFQ can only be made by Addenda. Point of Contact: Stephen Wensman, Planning Director, Town of Smithfield Email address: [Stephen.wensman@smithfield-nc.com](mailto:Stephen.wensman@smithfield-nc.com)

2.3.3 All communications are subject to distribution to all Proposers except deemed confidential information or as proprietary by a Proposer. The Town will share with all



Proposers all Addenda to this RFQ including any revisions based on its review of Proposer comment and questions concerning this RFQ. The Town disclaims the accuracy of information derived from any source other than the Point of Contact identified above, and the use of any such information is at the sole risk of the Proposer. Only answers and responses issued by formal Addenda shall be final and binding upon the Town. Oral and other interpretations shall be without legal effect and Proposer shall not rely on such oral and other interpretations.

## **2.4 Copies of RFQs**

2.4.1 Obtain a complete copy of the RFQ.

2.4.2 Use complete RFQ in preparing the SOQs; the Town does not assume any responsibility for errors or misinterpretations resulting from the use of an incomplete RFQ.

2.4.3 The Town will make copies of RFQ available on the above terms only for the purpose of obtaining SOQs to determine the three most highly qualified Proposers and the selection of the highest ranked Proposer and does not confer a license or grant permission or authorization for any other use.

## **2.5 Examination Before submitting an SOQ:**

- A. Examine and carefully study the RFQ, including any Addenda and the related supplemental information identified in the RFQ.
- B. Become familiar and satisfied with all federal, state, and local laws and regulations that may affect cost, progress, or the provisions of the Services.
- C. Carefully study and correlate the information known to Proposer with the RFQ, Addenda and the related supplemental information identified in the RFQ.
- D. Promptly give Point of Contact written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer discovers in the RFQ, Addenda and the related supplemental information. Determine that the RFQ, Addenda and the related supplemental information are generally sufficient to indicate and convey understanding of all terms and conditions for completion of the Services.  
Instructions for

## **2.6 Interpretations and Alternate Terms and Conditions**

Prior to the SOQ submission deadline stated in this RFQ, submit all questions about the meaning or intent of the RFQ, Addenda and the related supplemental information to the Point of Contact as indicated in the RFQ. Interpretations or clarifications considered necessary by the Town in response to such questions will be issued by Addenda. Addenda will be posted on the web site. Other questions will be answered on the web site. Questions received after the question submission

date will not be answered. Town will issue Addenda as appropriate of any changes to the RFQ. An SOQ submitted with clarifications or taking exceptions to the requirements of the RFQ, except as modified by Addenda, may be rejected.

## **2.7 Preparation of SOQ**

2.7.1 The Statement of Qualifications Letter (“SOQ Transmittal Letter”) and other SOQ Forms are included with the RFQ. A copy of these forms in Word or Excel, as appropriate, will be made available to Proposers.

2.7.2 Complete all blanks on the SOQ Transmittal Letter, SOQ Form 1. Execute SOQ Form 1 as indicated below:

A. For a corporation in the corporate name with the signature of the president, a vice-president or other corporate officer accompanied by evidence of authority of the individual to sign on behalf of the corporation. Show the corporate address and state of incorporation with the signature.

B. For a partnership in the partnership name with the signature of a partner. The title of the partner must appear with the signature. The document must be accompanied by evidence of authority for that individual to sign on behalf of the partnership. Show the official address of the partnership with the signature.

C. For a limited liability company in the name of the firm with the signature of an officer of that company. The document must be accompanied by evidence of authority for that individual to sign on behalf of the company. Show the state in which the firm was formed and the official address of the firm with the signature.

D. For a joint venture with a signature of an authorized person from each joint venture member entity in the manner indicated on the SOQ Transmittal Letter. The document must be accompanied by evidence of authority for each individual to sign on behalf of their respective organizations. Show the official address of the joint venture with the signature.

2.7.3 Type or print all names in ink below the signature.

2.7.4 Acknowledge receipt of all Addenda by filling in the number and date of each Addenda received. Provide a signature as indicated to verify that the Addenda were received. A SOQ Transmittal Letter that does not acknowledge the receipt of all Addenda may be considered non-responsive.

2.7.5 Provide the name, address and telephone number of the individual to be contacted for any communications regarding the RFQ in the SOQ Transmittal Letter.

2.7.6 Proposer shall provide evidence of its authority to do business in the State of North Carolina and include such evidence with SOQ Form 1. Alternatively, Proposer will covenant to obtain such authority prior to award of the Agreement, with its execution of SOQ Form 1.

**2.8 Confidentiality of SOQ Information**

2.8.1 Documents submitted as part of the SOQ are governed by Chapter 132 (Public Records) of the General Statutes of North Carolina. If the Proposal contains confidential technical, financial, or other information that constitutes a trade secret under applicable North Carolina law (See GS 66-152(3) and GS 132-1.2), such confidential information shall be specifically and clearly identified by properly marking each page and inserting the following notice on the front page of the SOQ immediately following the Proposer's Cover Letter: "Pages of this Proposal, identified by an asterisk (\*) and along the right margin with a bold vertical line, contain information that is a trade secret under applicable North Carolina law. The Proposer requests that such information be used for the limited purpose of evaluating this Proposal. In submitting this Proposal, the Proposer represents that it is familiar with and understands the current provisions of Chapter 132 (entitled Public Records) and Article 24 of Chapter 66 (entitled "Trade Secrets Protection Act") of the North Carolina General Statutes. Furthermore, in submitting this Proposal, the Proposer also agrees that the Town of Smithfield may reveal any trade secret materials contained in the Proposal to each of the following who are involved in the review or evaluation of any Proposal submitted as part of this Project: Officers and employees of the Town of Smithfield. Additionally, the Proposer agrees to indemnify and hold harmless the following persons and entities from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the Proposer has designated as a trade secret: officers and employees of The Town of Smithfield. The Proposer further understands that it may be disqualified if the Proposer designates one or more portions of its submitted Proposal as a trade secret and the Town of Smithfield's Attorney determines that the Proposer knew or should have known that any part of such portion(s) does not qualify as a trade secret under applicable North Carolina law. It is understood that the public disclosure of any portion of a Proposal will be made to the extent that the Town of Smithfield determines that such disclosure is required by applicable Law." Furthermore, marking the entire SOQ as confidential is not allowed.

**2.9 Submittal of SOQs**

2.9.1 The Proposer shall complete and submit the SOQ per the instructions and requirements of the RFQ.

- A. The SOQ shall be submitted in the following format and subject to the page limits as indicated below and elsewhere in this RFQ:

Section #	Section Title	Page Limit (single printed pages)	Counts towards Page Limit
	Cover Letter	1	Yes

1	Statement of Qualifications Transmittal Letter	Forms 1 through 4	No
2	Proposer and Design-Build Team Profiles	3	Yes
3	Proposer and Design-Build Team Qualifications and Experience	Form 7	No
4	Project Organization and Personnel	1, Form 8	Yes, except form 8
5	Design-Build Team Project Approach	6	Yes
6	Safety Program and Safety Performance	Form 9	Yes
7	Financial Information	Forms 5 and 6	No
	SOQ Page Limit (Single printed pages)	12	

B. Except for charts, schedules, tables, exhibits and other illustrative and graphical information, all information shall be prepared on 8.5" x 11" white paper, except where specifically excepted in this RFQ. Charts, schedules, tables, exhibits and other illustrative and graphical information may be on 11" x 17" paper, but must be folded to 8.5" x 11". An 11" x 17" sheet shall be counted as one (1) page provided it is a chart, schedule, table, exhibit or other illustrative and graphical information. All printing, except for the front cover of the SOQ and any appendices, must be a font of not less than 12-point and be double-sided. A double-sided page shall be considered two (2) pages for purposes of the page limitations. The SOQ covers front and back and section dividers with tabs will not count as pages for purposes of page limitations. Any plan sheets or drawing submitted shall be drawn to an identifiable scale and submitted on 11" x 17" sheets. The SOQ shall be submitted in a spiral bound document.

C. Proposers are instructed to limit the information included in the SOQ to the information necessary to demonstrate Proposer's technical, financial and other qualifications and experience for the Project and any other information specifically requested in this RFQ. SOQs should be prepared in a straightforward and concise manner. The Town is not interested in receiving marketing brochures, promotional material, generic narratives, elaborate binding, colored displays, etc. in the SOQs. Emphasis should be placed on clarity and completeness of content and responsiveness to the RFQ requirements.

## D. SOQ Forms

SOQ Forms		
SOQ Form Number	Title	SOQ Submittal Location
1	Statement of Qualifications Transmittal Letter	With cover letter
2	Surety Letter of Intent	Enclosed with SOQ Form 1
3	Draft Design-Build Agreement Comments	Enclosed with SOQ Form 1
4	Financial Resources Data	Section 7 Financial Information
5	Bank Credit Reference	Section 7 Financial Information
6	Proposer or Design-Builder Team Member Similar Project Experience	Section 3 Proposer or Design-Builder Team Member Similar Project Experience
7	Proposed Key Personnel Matrix	Section 4 Project Organization and Personnel
8	Proposer Safety Performance Questionnaire	Section 6 Safety Program and Safety Performance

E. Proposer shall provide one digital copy of the SOQ in portable document format (pdf) emailed to [Stephen.wensman@smithfield-nc.com](mailto:Stephen.wensman@smithfield-nc.com). The SOQ is to be a single file. Confidential information may be provided in a separate file, provided that file is referenced in the SOQ. The town will respond with an email stating that the submission was received and will be evaluated. Please submit your digital copy with the following nomenclature: SBCRP\_Proposal\_(Firm Name). Failure to properly name may result in rejection.

2.9.2 Proposers are required to submit a SOQ for consideration in award of the Agreement.

2.9.3 Proposers shall only be allowed to submit one SOQ in which it has an interest in. Reasonable grounds for believing that any Proposer has an interest in more than one SOQ for the Project shall be cause for disqualification of that Proposer and the rejection of all SOQs in which that Proposer has an interest.

## 2.10 Modification or Withdrawal of SOQ

2.10.1 Deliver the document to the place where the SOQs are to be submitted prior to the date and time for the opening of the SOQs.

2.10.2 Proposers may withdraw an SOQ by providing a written request, duly executed by an authorized representative, and delivered to the Town at any time prior to the SOQ submittal deadline or within 24 hours after SOQs are opened. If withdrawal is after SOQs

are opened, the written request shall demonstrate to the reasonable satisfaction of Town that there was a material and substantial mistake in the preparation of its SOQ. Individuals making the withdrawal will be required to provide evidence of serving as an authorized representative of the Proposer.

## 2.11 Evaluation of SOQs

2.11.1 Within 30 days after the date of opening the SOQs, the Town will evaluate and rank each SOQ with respect to the evaluation criteria described in this RFQ. In evaluating SOQs, Town will consider whether or not the SOQs fully comply with the RFQ submittal requirements.

2.11.2 In considering SOQs, Town will evaluate, score and rank the SOQs in accordance with the requirements set forth in this RFQ to determine the three most highly qualified Proposers.

2.11.3 The SOQs will be evaluated using the criteria indicated in the table below.

Evaluation Criteria	Description and RFQ Location	Max. Score
Compliant SOQ Transmittal Letter, Financial Information, Ability to Provide Bonds and Insurance	3.2.1 SOQ Transmittal Letter 3.2.7 Financial Information	Pass/Fail
Proposer Experience with Similar Size and Scope Projects	3.2.3 Proposer and Design-Build Team Qualifications and Experience	15
Key Staff Qualifications	3.2.4 Project Organization and Personnel	25
Project Approach	3.2.5 Proposer and Design-Build Team Design and Construction Approach	25
Innovation and Cost Control	3.2.5 Proposer and Design-Build Team Design and Construction Approach	20
Schedule	3.2.5 Proposer and Design-Build Team Design and Construction Approach	15
Proposer and Design-Build Team Safety Program and Safety Performance	3.2.6 Safety Program and Safety Performance	Pass/Fail
<b>Total</b>		<b>100</b>

**Rating system will be as follows:**

15-25 = Outstanding Qualified Response

12-20 = Superior Response

- 9-15 = Fully Qualified Response
- 6-10 = Minimally Qualified Response
- 3-5 = Marginal Response

2.11.4 Material misstatements and/or inaccuracies in the information submitted in the SOQs that was relied upon for evaluation, scoring and ranking may be grounds for rejection of the SOQ for this Project. Any material misstatements and/or inaccuracies, if discovered after award of the Agreement may be grounds for immediate termination of the Agreement, at the Town's sole discretion. Additionally, the Proposer will be liable to the Town for any additional costs or damages to the Town resulting from such misstatements and/or inaccuracies, including costs and attorney's fees for collecting such costs and damages.

2.11.5 Submission of an SOQ indicates Proposer's acceptance of the evaluation and scoring criteria and methodology contained in the RFQ as well as Proposer's recognition and acknowledgement that subjective judgments must be made by the selection committee during the evaluation.

## **2.12 Payment and Performance Bonds and Insurance**

### **2.12.1 Payment and Performance Bonds**

A. With the submission of the SOQ, Proposer will be required to submit a Letter of Intent from Proposer's surety verifying the Proposer's ability to acquire payment and performance bonds in the amount of 100% of the Agreement Value as required and documenting the commitment from its surety to provide such bonds.

B. The bonds must be issued by a surety legally licensed to do business in the State of North Carolina.

C. The bonds shall become effective upon the awarding of the Agreement. The bonds shall be in the amount of the Town's budget as stated in this RFQ. When the price is established and prior to the initiation of construction, the bonds shall be adjusted to reflect the price.

D. Bonds shall be in a form that complies with North Carolina G.S. Chapter 44A Article 3.

### **2.12.2 Insurance**

A. With the submission of the SOQ, Proposer will be required to submit a Letter of Intent from Proposer's insurance company stating Proposer's ability to acquire and provide the required insurance for the Project.

B. The required insurance shall be obtained and maintained from insurance companies that are duly licensed or authorized in the jurisdiction in which the

Project is located to issue insurance policies for the limits and coverages so required.

C. The insurance requirements are included in the draft Design-Build Agreement

## **2.13 The Draft Design-Build Agreement**

2.13.1 The draft Design-Build Agreement is contained in RFQ Section 5. Additional information sets forth the intended risk allocation, responsibilities, obligations and other requirements of the Design-Builder in performing the required Scope of Services for this Project. Information specific to the Design-Builder that may also become part of the Design-Build Agreement includes information provided in the Selected Proposer's SOQ. Once negotiated with the Selected Proposer, the Design-Build Agreement will contain the entire agreement between the parties with respect to the Project and will completely and fully supersede all other agreements of the Town and the Design-Builder, including those contained in the RFQ and the Design-Builder's Proposal.

2.13.2 Proposers are encouraged to provide detailed written comments on the Draft Design-Build Agreement by the deadline for questions and comments described on the Procurement Schedule.

2.13.3 Based on its assessment of all Proposers' comments, the Town, in its sole discretion, may make modifications to the draft Design-Build Agreement and issue addenda to the RFQ containing such modifications. The Town expects that this draft Design-Build Agreement review and comment process will substantially reduce the need for extensive post selection negotiation.

2.13.4 Each Proposer will be afforded a final opportunity to comment on the draft Design-Build Agreement by indicating its comments on SOQ Form 4, Comments on the draft Design-Build Agreement. This form will be submitted in Section One of the SOQ and will contain the Proposer's final comments on the draft Design-Build Agreement.

2.13.5 The Town fully intends to negotiate the terms and conditions of the final Design-Build Agreement and will consider suggested changes included on SOQ Form 4 during the course of negotiations with the selected Proposer. The other areas of negotiations are so marked in the draft Design-Build Agreement with the phrase "Subject to Negotiations" with the Selected Proposer".

2.13.6 It is Town's intent to limit negotiations to those items contained on SOQ Form 4. All Proposers are hereby advised to fully complete SOQ Form 4 as those items contained on such form will be the extent of negotiations. Unless there is a change in law or other uncontrollable circumstances occurring between the SOQ submission date and the date the Agreement is signed, Town does not intend to discuss or negotiate any issue, term or condition that is not specifically identified on SOQ Form 4. In the event that the Proposer selected for negotiations raises any such issue, term or condition, Town reserves the right



to suspend or terminate negotiations with the selected Proposer and to commence negotiations with the next highest ranked Proposer.

## **2.14 Requirements for Design Professionals**

Proposer shall certify to the Town that each licensed design professional who is a Design-Build Team Member, including subconsultants, was selected based on demonstrated competence and qualifications in the manner provided by North Carolina G.S. 143-64-31. This certification is included on Statement of Qualifications Transmittal Letter, SOQ Form

## **2.15 Inspection and Construction Materials Testing**

The Design-Builder will be required to provide quality assurance and quality control services in accordance with the contract documents. Independent of those services, the Town has the right to provide or contract for inspection services, testing of construction material engineering and verification testing services necessary for acceptance of the Project. The Design-Builder will be required to provide management for coordination of these services.

## **2.16 Minority, Women and Small Business**

In accordance with North Carolina Gen. Stat. §143-128, as amended by Chapter 480 of the 1989 Session Laws and by Chapter 496 of the 2001 Session Laws, it is the policy of the Town of Smithfield that on all building construction contracts with costs of \$100,000.00 or greater, including projects done by a private entity on a facility that the Town will lease or purchase, the Town shall have a minority participation goal of ten percent (10%).

## **2.17 Validity of SOQs**

The SOQ will remain in full force and effect for sixty (60) days after the SOQ submission date.

## **2.18 Responsiveness**

To be deemed responsive, SOQs must be prepared thoroughly; be responsive to the requirements and criteria contained in the RFQ; demonstrate an ability to meet the requirements of the RFQ and conform to the material terms and/or conditions of the RFQ, all as determined solely by the Town. The Town will reject an SOQ if it is materially incomplete, takes excessive exceptions to material terms and/or conditions of the RFQ or contains information that does not appear to demonstrate an ability to meet the RFQ requirements, all as determined solely by the Town. The Town will apply reasonable judgment, balance and discretion in deciding whether a SOQ is responsive.

## **2.19 Town Not Responsible for Assumptions by Proposers**

Each SOQ shall present the assumptions that the Proposer has incorporated into its SOQ. Neither the participation of the Town at any correspondence or discussions with the Proposer, nor the subsequent action of short listing a Proposer or award by the Town of the Agreement, shall in any

way be interpreted as an agreement or approval by the Town that the assumptions are reasonable or correct or that the Town accepts any liability for the Proposer's SOQ. The Town specifically disclaims responsibility or liability for any Proposer's assumptions in developing its SOQ.

## **2.20 Rights and Reservations of the Town**

In connection with this procurement process, including SOQs and the short listing of the highest ranked SOQs, the Town reserves to itself all rights (which rights shall be exercisable by Town at its sole discretion) available to it under applicable law, including without limitation, the following with or without cause and with or without notice:

- A. The right to cancel, withdraw, postpone or extend RFQ in whole or in part at any time prior to the short list determination.
- B. The right to issue a new RFQ or to revise and modify, at any time prior to the SOQ submittal date, information included in the RFQ including but not limited to the dates set or projected and factors to be considered in evaluating SOQs and the responsibilities of the Proposers.
- C. The right to modify the procurement schedule.
- D. The right to waive minor and non-material deficiencies, informalities and irregularities in an SOQ.
- E. The right to suspend and terminate the procurement process or to terminate evaluations of SOQs received at any time.
- F. The right to correspondence with the Proposers to seek an improved understanding of SOQs at any time.
- G. The right to hold meetings and conduct discussions with any or all of the Proposers to seek an improved understanding of the SOQs.
- H. The right to seek or obtain data and information from any source that has the potential to improve the understanding and evaluation of the SOQs.
- I. The right to appoint and change appointees of any selection committee.
- J. The right to use assistance of outside technical and legal experts and consultants in the evaluation process.
- K. The right to respond to all, some or none of the inquiries, questions and/or requests for clarification received relative to this RFQ.
- L. The right to seek clarifications from any Proposer to fully understand information provided in the SOQ.
- M. The right to request additional information from a Proposer during the evaluation of SOQs.

N. The right to reject an SOQ containing exceptions, additions, qualifications or conditions not called for in the RFQ.

O. The right to conduct an independent investigation of any information, including prior experience identified in an SOQ by contacting project references, accessing public information, contacting independent parties or any other means.

## **2.21 Requirements to Keep Design-Build Team Intact**

The Design-Build Team proposed by Proposer, including but not limited to the Design-Build Team Members and Key Personnel identified in the SOQ, shall remain on Proposer’s Design-Build Team for the duration of the procurement process. If circumstances require a proposed change, it must be submitted in writing to the Point of Contact. The only circumstance that would warrant such a change would occur if a person defined as one of the “Key Personnel” is no longer employed by the Proposer or Design-Build Team Member. The Town, in its sole discretion, will determine whether to authorize the change. Unauthorized changes to the Proposer’s Design-Build Team at any time during the procurement process may result in the elimination of the Proposer from further consideration. The Design-Builder shall obtain written approval from the Town prior to changing Key Personnel as will be listed in the Agreement after the Agreement has been awarded. Statement of Qualifications.

## **SECTION 3. SOQ Submission Requirements**

### **3.1 Requirements for the SOQ**

3.1.1 The Statement of Qualifications must include, as a minimum, the information described in this Section. Failure to submit the required information in the SOQ may result in the Town considering the SOQ as non-responsive and may result in rejection of the SOQ by the Town. Proposers may be required to provide supplemental information to clarify, enhance or supplement the information provided in the SOQs.

3.1.2 Proposers must provide the information requested in the RFQ. Information is requested subject to the page limits indicated, and on the SOQ Forms included in this RFQ. The SOQ is limited to 12 single printed pages. This page limit does not include the cover letter, front and back covers, section dividers, Section 3.2.7 Financial Information, and the SOQ Forms. A copy of these forms will be provided in Microsoft Word or PDF, as appropriate, to assist with the preparation of the SOQs. Information in these forms must be provided completely and in detail. Failure to include the information completely and clearly may result in lower scores in the evaluations. Information that cannot be incorporated in the form may be included in an appendix to the form. This appendix must be clearly referenced by appendix number in the form, and the appended material must include the appendix number on every sheet of the appendix. The appendix must include only the information that responds to the question or item number to which the appended information applies.

## 3.2 SOQ Submission Requirements

3.2.1 Cover Letter and SOQ Transmittal Letter Proposers are free to submit a cover letter of their choice, not exceeding one (1) page. At a minimum, the cover letter will contain the explanation required by the North Carolina General Statutes Chapter 143. North Carolina General Statutes Chapter 143-128.1A(c) (8) requires that the Proposer provide an explanation of its Design-Build Team selection, which shall consist of a list of the licensed contractors, licensed subcontractors and licensed design professionals whom the Proposer proposes to use for the Project design and construction. If the Proposer has minor work scope items that it plans to subcontract for at a later date, Proposer shall provide a description of such minor work and an outline on how the Proposer will select such subcontractors.

### 3.2.2 Proposer and Design-Build Team Profiles

A. Proposer shall provide information as to the history of the Proposer, ownership, organization and other background information including lines of business and service offerings, locations of home and other offices, years in business and providing construction services, including design and construction services for stream restoration projects, growth over time in terms of number of projects, size of projects, types of projects, firm revenue, number of employees, etc. This narrative should include a description of any other names the Proposer has had in its history and any related company that is named in the SOQ as to having relevant experience.

#### 1. Proposer Legal Structure

a. The Town is interested in understanding the legal structure of the Proposer and requests information be submitted. The information submitted shall be concise, clear and in sufficient detail to allow the Town a complete understanding.

b. If Proposer is organized as a consortium, partnership or any other form of joint venture, a limited liability company (LLC), or other form of business entity specifically formed for this Project, whether the business entity for this Project already has been legally constituted or the business entity has not yet been legally formed, the Proposer shall provide the following information:

1) Confirmation of how Proposer is or will be legally structured, identification of the parties to the legal structure, the major roles and responsibilities of the parties and percentages of ownership. Identification of the executed agreements that exist between the parties, i.e. a joint venture agreement, memo of understanding, other underlying agreements, etc.

2) Summary of the key terms of the executed agreement(s) identified above in (a) between the parties including the manner the entity will operate administratively and financially, including: who is responsible for financial management of the entity, who is responsible for the day to day management of the entity, how decisions are made, how conflicts and disagreements will be resolved and how to address any deadlocked situations or situations where a required unanimous agreement is not reached.

3) Based on the Proposer legal structure, provide a statement acknowledging that the parties are either jointly and severally liable or that each party will guarantee all of the Proposer's obligations of the Agreement.

B. Provide the names of other Design-Build Team Members (other than Proposer). Provide brief summary information as to its history, ownership, organization and other background information including lines of business and service offerings, locations of home and other offices, years in business and providing design, construction and stream restoration services, growth over time in terms of number of projects, size of projects, types of projects, firm revenue, number of employees, etc.

### 3.2.3 Proposer and Design-Build Team Qualifications and Experience

A. Proposer shall complete SOQ Form 7 which describes Proposer and if applicable, Design-Build Team experience in designing and constructing similar projects as to that proposed in this RFQ. These forms shall be submitted for no more than five (5) stream restoration projects (one form per project) that were constructed in urban environments. It is at the discretion of the Proposer to select the projects that best demonstrate meeting the RFQ submittal requirements for Proposer and if applicable Design-Build Team Qualifications and Experience.

B. The five similar projects should demonstrate:

1. Projects completed within the last 5 years.
2. Stream restoration projects consisting of at least 1,000 linear feet.
3. Design and construction of stream restoration projects that have the following attributes will be given a more favorable evaluation than those that do not:
  - a. Design for and construction of high-accuracy excavation and grading of stream channels and floodplains to provide permanent functional natural channel design features

including thalweg, riffle, step- pool, run, glide, point bar, inner berm, bankfull bench and floodplain depressions. Experience with GPS machine control technologies is preferred.

b. Design for and construction of high-accuracy installation of boulder structures with size requirements of at least 1 ton for streamflow deflection and grade control. Specifically describe the use of structures including vanes, cross-vanes, step-pools, jhook vanes, boulder plunge pools, weirs, boulder clusters and constructed riffles.

c. Design for and construction of high-accuracy installation of log-structures with size requirements of at least 30-ft length by 2-ft diameter for streamflow deflection and grade control. Typical structures include log sills, log rollers, j-hook log vanes, log weirs and constructed riffles.

d. Design for and construction of high-accuracy installation of outfall pipes, floodplain wetlands and vegetative swales for capturing, treating and discharging concentrated polluted storm water in a riparian floodplain setting that contributes to overall stream system health and integrity.

e. Successful installation of native riparian vegetation for bank stabilization and riparian habitat, including temporary erosion control grasses, permanent deep-rooted native grasses, wetland plants, live stakes, on site transplants, bare root seedlings and container plants.

f. Erosion and sedimentation control measures during river project construction including pump-around, flow diversion, sediment fence, temporary check dams and other turbidity reduction measures.

#### 3.2.4 Project Organization and Personnel

A. Provide an organizational chart(s) for this Project showing Proposer's organization and management structure that identifies the Proposer and if applicable Design-Build Team Members responsibilities for the major activities and functions to be performed for the Services. The structure of Proposer's Project organization will also identify the significant positions and participants (both firms and individuals) who are responsible for major elements of the provision of the Services. Significant positions indicated on the organizational chart can have named individuals other than Key Personnel on Form 8.

B. Describe the roles, responsibilities, functional arrangements, and reporting relationships between and among the Proposer and if applicable the Design-Build Team Members. Describe the rationale for the proposed organizational and management structure and the reasons why it is advantageous to the Town.

C. Proposer shall designate Key Personnel proposed for the Project. Key Personnel include the Project Manager, Project Superintendent, Primary Equipment Operator, Lead Stream Restoration Designer and Permitting Specialist. In addition, Design-Builder will be required to have at all times during the construction an English-speaking designee onsite. Proposers that wish to add any position and individual as a Key Personnel that serves a significant and important role can do so. The Proposer will designate such individuals and provide the information requested on SOQ Form 8 for each Key Personnel position. The Proposer must provide the services of the proposed Key Personnel for the life of the Project as a condition of the procurement. Failure to provide the proposed Key Personnel may result in the disqualification of the Proposer and may void the award of the Agreement.

D. The Proposer shall indicate in this SOQ section how the following has been satisfied: Site Superintendent and Primary Equipment Operator must have experience with at least five successful stream restoration projects in urban environments. To demonstrate this, provide a page for each of the five projects that includes construction progress photos (a brief narrative is allowed on this page).

### 3.2.5 Proposer and Design-Build Team Design and Construction Approach

A. Proposer shall provide sufficient information to enable the Town to understand the Proposer's design and construction approach, specifically for the items listed below. The submitted information should present a compelling case as to why the Proposer and if applicable its Design-Build Team should be shortlisted.

1. Describe the project elements that would be necessary to successfully design and construct this project. Some specific aspects of design and construction that are of particular importance for the Town and should be included in this description are:

a. Approach for the planting of restored stream channel and riparian corridor, with specific focus on plant species, type and size selection to provide year-round color and aesthetic appeal to project.

b. Approach for invasive species management and removal.

c. Approach for working with adjacent landowners, including developers, to coordinate design and construction activities with existing activities and consideration for future development plans.

d. Approach to developing the maintenance plan for the Project including prior project experiences lessons learned with maintenance plan development and implementation.

2. Describe the key success factors as you see it.

3. Provide a schedule of milestones of when project elements will be met.

4. The Design-Build Team will describe any innovative and cost control measures that will benefit the Town.

3.2.6 Safety Program and Safety Performance Each Proposer shall submit the safety program and safety performance information requested below. If the Proposer is a consortium, a joint venture, LLC or a partnership, each participating party or firm of such consortium, joint venture, LLC, or partnership shall provide the safety program and safety performance information.

A. Complete the Proposer Safety Performance Questionnaire, SOQ Form 9. Please note, Proposers with an Experience Modification Rate (EMR) higher than 1.0 may be disqualified as a Proposer for the Project.

### 3.2.7 Financial Information

A. Each Proposer shall submit the financial information requested below in Section B.1. through B.4. and C and include such information in this Section, except where specifically noted in bold font. If the Proposer is a consortium, a joint venture, LLC or a partnership, each participating party or firm of such consortium, joint venture, LLC, or partnership shall provide the requested financial information required by this section.

B. Please furnish for the Proposer, the following financial information listed below. If any of this information is not provided, the reason for its omission shall be described.

1. Evidence of the ability of the Proposer to meet the bonding requirements described in the RFQ. Letter(s) of Intent in the form required by the RFQ from the Surety or Sureties must be included with the SOQ Transmittal Letter.

2. Evidence of the ability of the Proposer to meet the insurance requirements described in the RFQ. Letter(s) of Intent in the form



required by the RFQ from the insurance company must be included with the SOQ Transmittal Letter.

3. A summary narrative that describes the Proposer's financial condition and resources in sufficient detail to demonstrate the Proposer's ability to perform the Services for this Project. Completion and submission of SOQ Form 5 - Financial Resources Data.

4. Completion of SOQ Form 6 – one (1) “Bank Credit Reference Form” by bank providing services to the Proposer.

#### C. Direct Financial Questions

1. The purpose of this section is to elicit information pertaining to unfavorable circumstances or events that have the potential to adversely impact the Proposer's ability to honor its contractual commitments in the provision of the Services. To the extent that any of these questions are answered in a manner that indicates that any of these unfavorable circumstances or events have occurred, it is the responsibility of the Proposer to describe the unfavorable circumstance or event and provide sufficient information to demonstrate that the unfavorable circumstance or event will not adversely impact the Proposer's ability to honor its contractual commitments in the provision of the Services. Responses to these questions are for Proposer and any predecessor name(s) of Proposer.

a. Material Adverse Changes in Financial Position. Within the last three years, describe any material, historical, existing or any known anticipated changes in financial position of the Proposer including any material changes in the mode of conducting business, mergers, acquisitions, takeovers, joint ventures or divestitures.

b. Bankruptcy. Has the Proposer ever declared bankruptcy or filed for protection from creditors under state or federal proceedings? If so, when and describe the impact it would have on the ability to undertake this Project.

c. Liabilities and/or Potential Liabilities. List and briefly describe any pending or past legal proceedings within last three years and judgments or any contingent liabilities in which the Proposer or any parents, affiliates and subsidiaries of the Proposer was or is a party that could adversely affect the Proposer's financial position or ability to undertake this Project.

d. Completion of Contracts. Within the last three years has the Proposer failed to complete any contract or has any contract been terminated due to alleged poor performance, default or litigation?

e. Violation of Laws. Has the Proposer been convicted of any criminal conduct or been found in violation of any federal, state, or local statute, regulation or court order concerning antitrust, public contracting, employment discrimination or prevailing wages? If so, describe the circumstances.

f. Violation of Regulatory Compliance. Has the Proposer been cited for a violation of any federal, state, or local statute, regulation for regulatory environmental compliance? If so, describe the circumstances.

g. Debarred from Bidding. Has the Proposer been debarred or are under consideration for debarment on public contracts by the federal government or by any governmental entity in North Carolina or any other state? If so, describe the circumstances. Is the decision under review or was it upheld by formal legal and/or grievance process?

h. Contractor Refusal. Has Proposer ever refused to construct or to provide materials defined in the contract documents for any project?

i. Proposer Release. Has Proposer been released from a bid or proposal in the past three years?

j. Litigation. Has Proposer been involved in litigation involving owners for construction projects that have been filed within last three years or that are currently outstanding?

k. Claims. Provide a summary of significant claims incidences (claim is 3% or more of the contract amount) over the past three years that Proposer has had involving owners for construction projects.