

**Request for Qualifications
Elizabethtown Cemetery - Florence Damages
& Slope Stabilization - Engineering Services**



Town of Elizabethtown
805 W. Broad Street
PO Box 716
Elizabethtown, NC 28337
Phone: 910-862-2066
Fax: 910-862-7117

Submittal of Statements of Qualifications –
Closing Date and Time:
September 4, 2019 at 3:00 pm

Introduction

Following the 15-inch rainfall from Hurricane Matthew in October 2016, pavement separations formed along East Queen Street and the adjacent cemetery. The affected roadway along East Queen Street was repaved as part of a 112-foot roadway repair effort in 2017. In September 2018, Hurricane Florence produced almost 36-inches of rainfall in Elizabethtown, causing differential settling and shear stress planes to much a greater extent than the previous storm. The Town hopes to stabilize the existing cemetery, both north and south of Queen Street, so that it can be used for its intended purpose, while keeping the remains of the deceased protected and in place.

The Town is requesting proposals from qualified consultants to provide engineering design and construction administration and observation services associated with a project to repair the damaged cemetery. To stay in conformance with FEMA policies for funding, design shall follow the concepts presented in the final engineering recommendations from the feasibility study. Final design and construction should mitigate the risk of future soil movement of the stabilized area due to flooding and severe natural conditions.

Scope of Work

The desired engineering services that will be negotiated as part of a contract will include but are not necessarily limited to: project administration; surface water and groundwater collection and conveyance; survey services including topography, boundary, easements, cemetery grave markers and ground penetrating radar; geotechnical studies; soil foundation and structural design; construction plans/specifications/opinion of probable costs; environmental permitting; and construction administration and observation.

The selected consultant must be capable of providing additional services that may be required by the Town.

Proposal Submittal

The following information is to be submitted as part of the proposal. The proposal is not to be more than fifteen (15) single-sided pages (8.5"x11", 12-point font) in length. Three copies of the proposal are to be provided. The proposal is to be organized into the following categories:

1. **Approach to the Project:** Describe your approach to this project and any special ideas, techniques, or suggestions that might make the project proceed smoothly.
2. **Experience:** Describe the experience of the team and of the individuals assigned with related projects of a similar nature. Provide at least three references of similar work performance for local governments.
3. **Qualifications:** Describe your team's unique qualifications and training for this type of work.
4. **Schedule:** Describe your plan/schedule for completing the work. A shorter timeline is preferred and will be given added value in the evaluation of the proposals.

Evaluation Criteria

The Town of Elizabethtown staff will perform the evaluation of proposals. The proposals will be evaluated on the firm's ability to meet the requirements of this RFQ. Some heavily weighted, specific evaluation criteria, among other factors, will include:

1. Thoroughness of the proposal regarding the tasks addressed in the Scope of Work provided.
2. The firm's and assigned personnel experience.
3. Qualifications and abilities of staff assigned to the project.
4. Track record on past projects in delivering quality professional services in a timely manner for the Town of Elizabethtown.
5. Familiarity with the standards and requirements of the Town of Elizabethtown for design, construction plans, specifications, and bidding.
6. Documentation of staffing levels necessary to meet the timetable most desirable to the Town.

Selection of Consultant

Town of Elizabethtown staff will evaluate proposals based on the basis of experience, qualifications, the approach to the project, degree of city staff time required to complete the project, and any innovative ideas for making the project go smoothly and quickly.

Final selection will be based on the evaluation of proposals unless it is deemed necessary by the committee to conduct interviews of closely scored consultants.

Any interviews will take place at:

Elizabethtown Town Hall
805 W. Broad Street
Elizabethtown, NC 28337

Additional Requirements

All proposals become the property of the Town of Elizabethtown upon submission. The cost of preparing, submitting and presenting a proposal is the sole expense of the consultant.

The Town of Elizabethtown reserves the right, at its sole discretion, to use without limitation any and all information, concepts, and data submitted in response to this RFQ, or derived from further investigation of such proposals. The Town further reserves the right at any time and for any reason, to cancel this solicitation, to reject any and all proposals, to supplement, add to, delete from, or otherwise change this RFQ as determined in the sole and absolute discretion of the Town.

The Town may seek clarifications from a respondent regarding his or her proposal at any time and failure to respond promptly may be cause for rejection. The Town also reserves

the right to interview (if necessary) only those respondents it determines shall provide the most advantageous services and to negotiate with one or more respondents to contract terms acceptable to the Town of Elizabethtown.

Firms must be licensed in the State of North Carolina.

E-Verify

Consultant hereby acknowledges that “E-Verify” is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Consultant further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). Consultant hereby pledges, attests and warrants through execution of this Agreement that Consultant complies with the requirements of Article 2, Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any subconsultants currently employed by or subsequently hired by Consultant shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this subsequent contract.

Iran Divestment Act

As mandated by NCGS. 147-86.59(a), Consultant hereby certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to NCGS 147-86.58. Consultant further certifies that in accordance with NCGS 147-86.59(b) that it shall not utilize any subconsultant found on the State Treasurer's Final Divestment List. Consultant certifies that the signatory to this Contract is authorized by the Consultant to make the foregoing statement.

Utilization of Small Business Concerns

- 1) Definitions. As used in this contract –
 - a) HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
 - b) Service-disabled veteran-owned small business concern –
 - i) Means a small business concern -
 - (1) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (2) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

- ii) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16). Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that –
 - iii) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by –
 - (1) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (2) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
 - iv) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.
 - c) Veteran-owned small business concern means a small business concern –
 - i) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
 - ii) The management and daily business operations of which are controlled by one or more veterans.
 - d) Women-owned small business concern means a small business concern –
 - i) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - ii) Whose management and daily business operations are controlled by one or more women.
- 2) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime Vendors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

- 3) The Vendor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Vendor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Vendor's compliance with this clause.
- 4) Vendors acting in good faith may rely on written representations by their subconsultants regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a small disadvantaged business concern, or a women-owned small business concern.
- 5) The Vendor shall confirm that a subconsultant representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management database or by contacting the SBA. Options for contacting the SBA include –
 - a) HUBZone small business database search application Web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm; or <http://www.sba.gov/hubzone>; In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington DC 20416; or The SBA HUBZone Help Desk at hubzone@sba.gov.

Additional Terms and Conditions Regarding FEMA Funding

Costs associated with this project may be eligible for reimbursement by the Federal Emergency Management Agency (FEMA); therefore, the following terms and conditions will apply to any contract awarded for this work:

Termination for Cause or Convenience

The Town of Elizabethtown may terminate this contract, in whole or in part, for their convenience or because of Consultant's failure to fulfill contract obligations. Elizabethtown shall terminate by delivering to the Consultant a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, Consultant shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to Elizabethtown all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for Elizabethtown's convenience, Elizabethtown shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for Consultant's failure to fulfill contract obligations, Elizabethtown may complete the work by contract or otherwise and Consultant shall be liable for any additional cost incurred by Elizabethtown.

If, after termination for failure to fulfill contract obligations, it is determined that Consultant was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for Elizabethtown's convenience.

Compliance with the Contract Work Hours and Safety Standards Act

- 1) Overtime requirements. No Consultant or subconsultant contracting for any part of the contract work which may involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, in any work week in which he or she is employed on, such work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Consultant and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subconsultant shall be liable to Elizabethtown (in the case of work done under contract for Elizabethtown), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 3) Withholding for unpaid wages and liquidated damages. Elizabethtown shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by Consultant or subconsultant under any such contract or any other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 4) Subcontracts. The Consultant or subconsultant shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in paragraphs (1) through (4) of this section.

Suspension and Debarment

- 1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the Consultant, its principals (defined at 2C.F.R. § 80.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) The Consultant must comply with 2 C.F.R. pt 180, subpart C and 2 C.F.R. pt. 3000, subpart c and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by Elizabethtown. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Elizabethtown, the Federal Government may pursue available remedies, including, but not limited to suspension and/or debarment.
- 4) The Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The 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)

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. 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.

Procurement of Recovered Materials

- 1) In the performance of this Contract, the Consultant shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - (i) Competitively within a timeframe providing for compliance with the Contract performance schedule;
 - (ii) Meeting Contract performance requirements, or
 - (iii) At a reasonable price.
- 2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA designate items is available at <http://www.epa.gov/cpg/products.htm>.

Changes to the Contract

Any change to this Contract shall be made in writing in the form of an Amendment to the Contract, describing the change and any cost thereof. The Amendment shall be executed by both parties to the Contract prior to implementation of the change.

Access to Records

The following access to records requirements apply to this Contract:

- 1) The Consultant agrees to provide Elizabethtown, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers and records of the Consultant which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2) The Consultant 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 Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

DHS Seal, Logo, and Flags

The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations and Executive Orders

This is an acknowledgement that FEMA financial disaster assistance may be used to fund the contract only. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

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 Elizabethtown, the Consultant, or any other party pertaining to any matter resulting from the Contract.

Program Fraud and False or Fraudulent Statements or Related Acts

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

Civil Rights Requirements

- 1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements the Federal grantor agency may issue.
- 2) Equal Employment Opportunity - The following equal employment opportunity

requirements apply to the underlying Contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Consultant agrees to comply with any implementing requirements the Federal grantor agency may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements the Federal grantor agency may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements the Federal grantor agency may issue.

3) The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance, modified only if necessary, to identify the affected parties.

Clean Air Act

- 1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Consultant agrees to report each violation to the Elizabethtown and understands and agrees that the Elizabethtown will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA Regional Office.
- 2) The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Clean Water Act

- 1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Consultant agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA Regional Office.
- 2) The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Resolution of Disputes, Breaches or Other Litigation

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Town of Elizabethtown. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Consultant mails or otherwise furnishes a written appeal to the Town of Elizabethtown's designated representative. In connection with any such appeal, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Town of Elizabethtown's Director of Legal, Risk, and Procurement Services shall be binding upon the Consultant and the Consultant shall abide by the decision.

Performance During Dispute - Unless otherwise directed by Town of Elizabethtown, Consultant shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Town of Elizabethtown and the Consultant arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Town of Elizabethtown is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Town of Elizabethtown or Consultant shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder.

Consultant Assurance

The Consultant, by submitting a proposal, shall adhere to all the applicable Federal provisions listed above. Failure to comply with Federal provisions shall be considered a breach of contract.

Submission Requirements

Firms responding to this solicitation should mail or deliver all proposals to:

Pat DeVane, Assistant Town Manager

Town of Elizabethtown

P.O. Box 716

805 W. Broad St.

Elizabethtown, NC 28337

Telephone: (910) 862-2066

Facsimile: (910) 862-7117

Email: pdevane@elizabethtownnc.org

If you feel information provided is inadequate to submit a proposal, please contact, Pat DeVane, at pdevane@elizabethtownnc.org or (910) 862-2066.

Electronic submittals are allowed. Hard copy submittal packages shall be labeled “Request for Qualifications – Elizabethtown Cemetery - Florence Damages & Slope Stabilization - Engineering Services”