

**TOWN OF SMITHFIELD  
NORTH CAROLINA**



**REQUEST FOR QUALIFICATIONS**

**WEST SMITHFIELD  
SANITARY SEWER IMPROVEMENTS**

**RFQ NO. 22-005**

**Proposals Due Date:**

**July 28, 2022  
2:00 P.M.**



**REQUEST FOR QUALIFICATIONS**

**WEST SMITHFIELD**  
**SANITARY SEWER IMPROVEMENTS**

**RFQ No. 22-005**

**ISSUE DATE:** Date: June 15, 2022

**ISSUING DEPARTMENT:** Smithfield Public Utilities  
230 Hospital Road  
Smithfield, NC 27577

Proposals will be received until 2:00 P.M., on JULY 28, 2022, to provide surveying & engineering design services.

All inquiries concerning the Scope of Services, Proposal Submission Requirements or Procurement Procedures should be directed to:

**Ted Credle, (919) 934-2798**  
**Public Utilities Department**  
**Ted.credle@smithfield-nc.com**

Proposals shall be mailed and/or hand delivered to the Issuing Department shown above, and the envelope shall bear the name and number of this Request for Proposals (RFP). It is the sole responsibility of the Proposer to ensure that his/her Proposal reaches the Utilities Department by the designated date and hour indicated above.

**In compliance with this Request for Qualifications and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish the goods and services described in accordance with the attached signed proposal.**

|                  |                      |
|------------------|----------------------|
| Firm Name: _____ | Date: _____          |
| Address: _____   | Phone: _____         |
| _____            | By: _____            |
| Phone: _____     | (Name Typed/Printed) |
|                  | By: _____            |
|                  | (Signature in Ink)   |



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**SANITARY SEWER IMPROVEMENTS**

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## INSTRUCTIONS TO PROPOSERS

1. In order for a proposal to be considered, it must be based on terms, conditions and scope of services contained herein and must be a complete response to this RFQ. One (1) original and two (2) copies of each Proposal including an electronic submittal with a copy of your response in PDF format readable on Microsoft Operating systems shall be submitted to the Issuing Department. The original Proposal should be marked "Original". The copies must consist of all documents that are included in the "Original" Proposal. No other distribution of the Proposal shall be made by the Proposer. Proposals shall be limited to fifteen (15) double-sided pages or less and must be signed by an authorized representative. Each Proposal should be bound in a single volume with all relevant documentation. The Town may elect to require oral presentations after receipt of the proposals.
2. **PRE-PROPOSAL CONFERENCE:** A Pre-Proposal Conference will be held at 10:00 A.M., on Tuesday, July 12, 2022, located in the Public Utilities Conference Room, 230 Hospital Road, Smithfield, North Carolina 27577. The purpose of this Conference is to allow all potential proposers an opportunity to present questions and obtain clarifications relative to this solicitation. While attendance at this Conference will not be a prerequisite to submitting a proposal, all potential Proposers are strongly encouraged to attend and read the entire solicitation in advance. Any changes resulting from this Conference will be issued in a written Addendum to the solicitation.
3. **COMMUNICATION WITH PROPOSERS:** All communications between the Public Utilities Department and prospective proposers shall be in writing. E-mailed questions will be accepted and can be sent to [ted.credle@smithfield-nc.com](mailto:ted.credle@smithfield-nc.com). Any inquiries, requests for interpretation, technical questions, clarification, or additional information shall be directed to Ted Credle, at the email address above. All questions concerning this RFP shall reference the RFP number, section number and paragraph. Questions and responses affecting the Scope of Services will be provided to all Proposers by issuance of an Addendum. **All questions shall be received by the Public Utilities Department no later than 3:00 P.M., on July 21, 2022. NO EXCEPTIONS.**
4. **PROPOSAL DUE DATE:** Proposals will be received until 2:00 P.M., on July 28, 2022. Proposals must be mailed or hand delivered to: Town of Smithfield Public Utilities Department, Attn: Ted Credle 230 Hospital Road, Smithfield, NC 27577. Proposals shall be dully marked and/or identified with Proposer name, address and RFP number.  
  
**LATE PROPOSALS:** Proposals received after the date and time specified will not be considered for award and will be returned to the Proposer unopened.
5. **VENDOR APPLICATION:** All Proposers shall complete and submit the Vendor Application along with the W-9 Form. This information will be used to create or update the Town's electronic vendor database upon award of contract.
6. **BOND REQUIREMENTS:** A Performance Bond will not be required for this project.
7. **INVOICE PAYMENT:** Invoices submitted will be paid net 30 days. Invoices shall be forwarded to the Town's Designated Representative for review and payment approval.
8. **TERMS OF CONTRACT:** The initial term of the contract will be from **September 1, 2022** through **June 30, 2025**, for a total possible term of thirty-four (34) months at the sole discretion of the Town. Any renewal shall be based on satisfactory performance by the Contractor(s) during the previous years for the services provided. Price increases may be negotiated only at time of renewal.
9. **CANCELLATION OF CONTRACT:** The Town of Smithfield reserves the right to cancel and terminate any resulting contract(s), in part or in whole, without penalty, upon 30 days written notice to the Contractor. Any contract cancellation shall not relieve the Contractor(s) of the obligation to deliver and/or perform services on all outstanding orders issued prior to the effective date of cancellation.
10. **TOWN DESIGNATED REPRESENTATIVE(S):** Ted Credle, PE, Public Utilities Director, 230 Hospital Road, Smithfield, NC 27577, 919-934-2116 x-1162.

11. **BEHAVIOR OF CONTRACTOR'S PERSONNEL:** The Town of Smithfield is committed to creating and maintaining an environment free from harassment and other forms of misconduct that fundamentally compromise the working environment of the Town. All Contractors performing work/services at a Town facility shall take all necessary steps to ensure that none of its employees engage in harassment or intimidation relating to personal beliefs or characteristics of anyone on the Town's premises, including, but not limited to race, religion, color, sex, or national origin, or disabilities. Such harassment is unacceptable and will not be condoned in any form at the Town of Smithfield. If such conduct occurs, the Contractor will take all necessary steps to stop it and prevent its future occurrence, including but not limited to the immediate dismissal of personnel. This policy shall be strictly enforced.
12. **QUALIFICATIONS OF PROPOSERS:** The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the Proposer to perform the work and the Proposer shall furnish to the Town all such information for this purpose as may be requested. The Town reserves the right to inspect the Proposer's physical facilities prior to award to satisfy questions regarding the Proposer's capabilities. The Town further reserves the right to reject any Proposal if the evidence submitted by, or investigations of such Proposer, indicates the Proposer is not properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.
13. **DISCREPANCIES AND OMISSIONS:** Should a Proposer find discrepancies in, or omissions from the documents, or should be in doubt as to their meaning, he/she should at once notify the Town, and a written Addendum shall be issued. The Town will not be responsible for any oral instructions. Acknowledgment of any Addendum received shall be noted on the Addendum Acknowledgement Form included in the Proposal. In closing of a contract, any Addendum issued shall become a part thereof.
14. **E-VERIFY.** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the TOWN.

## **END OF INSTRUCTIONS TO PROPOSERS**



**LEGAL NOTICE**

**WEST SMITHFIELD  
SANITARY SEWER IMPROVEMENTS**

**REQUEST FOR QUALIFICATIONS**

**RFQ No. 22-005**

Pursuant to North Carolina General Statutes 143-129, the Town of Smithfield will receive proposals for Surveying & Engineering Design Services until 2:00 P.M., on July 28, 2022 in the Town of Smithfield Public Utilities Department Conference Room, 230 Hospital Road, Smithfield, North Carolina 27577. No proposals will be accepted after the official time and date.

A Pre-Proposal Conference will be held on July 12, 2022 at 10:00 A.M., in Smithfield Public Utilities Conference Room, 230 Hospital Road, Smithfield, North Carolina 27577.

Copies of the solicitation may be obtained in the Town of Smithfield Public Utilities Department operations Center, 230 Hospital Road, Smithfield, North Carolina 27577, from 8:30 A.M, until 4:30 P.M., Monday through Friday. An electronic copy of this RFQ can be obtained by sending your request to [ted.credle@smithfield-nc.com](mailto:ted.credle@smithfield-nc.com). Questions concerning administrative matters should be directed to Ted Credle, at (919) 934-2798.

The Town reserves the right to accept or reject, in whole or in part, such proposals as appears in its judgment to be in the best interest of the Town.

Publication Date: June 15, 2022

**Attachment B**



**ADDENDUM ACKNOWLEDGEMENT**

Receipt of the following Addendum is acknowledged:

Addendum no. \_\_\_\_\_ Date \_\_\_\_\_

Addendum no. \_\_\_\_\_ Date \_\_\_\_\_

Addendum no. \_\_\_\_\_ Date \_\_\_\_\_

Addendum no. \_\_\_\_\_ Date \_\_\_\_\_

Addendum no. \_\_\_\_\_ Date \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm

**Attachment C**



**NON-COLLUSION AFFIDAVIT**

State of North Carolina  
Town of Smithfield

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is the \_\_\_\_\_ of \_\_\_\_\_, the Proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a **collusive** or **sham** Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners agents, representatives, employees or parties of interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a **collusive** or **sham** Proposal in connection with the contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price of any other Proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Smithfield or any person interested in the proposed contract; and
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

\_\_\_\_\_  
*Signature of Proposer*

\_\_\_\_\_  
Date

Subscribed and sworn before me,  
this \_\_\_ day of \_\_\_\_\_, 2022

*(Seal)*

\_\_\_\_\_  
Notary Public

Notary Public  
My Commission Expires: \_\_\_\_\_



**Attachment D**



**EQUAL EMPLOYMENT OPPORTUNITY**

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

- A. The contractor will not discriminate against any employee or applicant for employment because of race, handicap, age, 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 race, handicap, age, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruiting 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 setting forth the provisions of the nondiscrimination clause.
- B. 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 consideration for employment without regard to race, handicap, age, color, religion, sex, or national origin.
- C. 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 labor union or workers' representative of the contractor's commitments under the Equal Employment Opportunity section of this contract and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. In the event of the contractor's noncompliance with nondiscrimination clauses of this contract or with any such 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 Town contracts.
- E. The contractor will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Town Council for the Town of Smithfield, North Carolina so that such provisions will be binding such Subcontractor or Proposer.

**Attachment E**



**Vendor Application**

**(A W-9 FORM IS REQUIRED AND MUST BE SUBMITTED WITH THIS FORM)**

VENDOR # \_\_\_\_\_ (Assigned by the Town of Smithfield)

Legal Name  
(Business or Owner) \_\_\_\_\_

Doing Business As (DBA) \_\_\_\_\_

Remit Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone# \_\_\_\_\_ Fax# \_\_\_\_\_

Email \_\_\_\_\_ Website \_\_\_\_\_

Is this a minority owned business? \_\_\_\_\_

Products or services you wish to sell: \_\_\_\_\_

Federal Law requires that taxpayer identification numbers from individuals and businesses be obtained for anyone receiving payment from the Town of Smithfield. Please complete the Form W-9 and return with Vendor Information Form.

The federal E-Verify program which is operated by United States Department of Homeland Security is used to verify the work authorization of newly hired employees pursuant to federal law. In accordance with NCGS §160A-169.1, no town may enter into a contract unless the contractor and the contractor's subcontractors comply with these requirements. The Town of Smithfield requires all vendors/contractors to complete and return a notarized copy of the E-Verify Affidavit.

As a condition of doing business with the Town of Smithfield, all vendors performing services on town premises must provide a Certificate of Liability Insurance that includes evidence of Workers' Compensation Insurance, Automobile Liability Insurance, and evidence of General Liability Insurance with limits of liability not less than \$1,000,000.

If you have questions, please contact Jennifer Aycock at (919)934-2116 Ext. 1135 or [jennifer.aycock@smithfield-nc.com](mailto:jennifer.aycock@smithfield-nc.com). Please return all forms to:

Mailing  
Attn: Jennifer Aycock  
Town of Smithfield  
PO Box 761  
Smithfield NC 27577

Fax  
Attn: Jennifer Aycock  
(919) 934-1688

Email  
[jennifer.aycock@smithfield-nc.com](mailto:jennifer.aycock@smithfield-nc.com)



**WEST SMITHFIELD  
SANITARY SEWER IMPROVEMENTS**

**SCOPE OF SERVICES**

This Scope of Services will become an integral part of the contract between the Town of Smithfield and the Contractor. The Contractor hereby agrees to provide services and/or materials to the Town pursuant to the provisions set forth below.

- 1.0 **PURPOSE:** The purpose and intent of the Request for Qualifications (RFQ) is to solicit proposals from qualified firms to provide Surveying & Engineering Design services. The selected contractor is to survey approximately 5,600 linear feet of sewer outfall, associated manholes, and utility easements (see Exhibit A). The contractor will produce a survey plat(s), in accordance with North Carolina General Statute G.S. 47-30, and of sufficient quality as to be the basis for engineering design.

The engineering design shall be to “replace” the existing 8” and 12” sanitary sewer outfall with a new outfall of 36” diameter; to support future Town growth in the West Smithfield district of Town. The contractor is expected to assist in obtaining approval from appropriate State and federal regulatory agencies; assist in bidding for the construction of the improvements; and certify construction completion, in accordance with State regulations.

- 2.0 **BACKGROUND:** The Town desires a private contractor to perform these services to obtain approval from the NCDEQ to improve the sanitary sewer collection system, in support of Town growth.

- 3.0 **TOWN DESIGNATED REPRESENTATIVE:**

Mr. Ted Credle, PE  
Public Utilities Director  
Town of Smithfield  
230 Hospital Road  
Smithfield, NC 27577  
(919) 934-2798  
Ted.credle@smithfield-nc.com

- 4.0 **WORK REQUIREMENTS:** The Contractor is to survey the existing sewer outfall, as shown in the attached exhibit. This survey will become the base information for engineering design that will enlarge the existing conveyance outfall to a 36” diameter pipe. Such improvements will require State approval from the NCDEQ.

The contractor will obtain such approval and provide bidding assistance to select a construction contractor to perform the work. Also, the selected design firm will certify completion of the project, in accordance with State regulations.

The deliverables to the Town will be: a survey, as previously described; an approved set of engineering plans; approvals & permits from appropriate regulatory agencies; and project certification, once the project is complete.

5.0 **SCHEDULES/TIMELINES:** The initial term of the contract is from September 1, 2022 through June 30, 2025; for a total possible term of thirty-four (34) months at the sole discretion of the Town. Any renewal shall be based on satisfactory performance by the Contractor(s) during the previous years for the services provided. Rate increases may be negotiated only at time of renewal.

6.0 **NEGOTIATION WITH CONTRACTOR:** After the Town's completion of the evaluation process, the Town may elect to initiate contract negotiations with one or more of the selected Contractors. The option of whether or not to initiate contract negotiations rests solely with the Town.

If a selected Contractor fails to provide the information required to begin negotiations in a timely manner; or fails to negotiate in good faith; or indicates they cannot perform the contract within the budgeted funds available for the project; or, if a selected Contractor and the Town after a good faith effort, simply cannot come to terms, the Town may terminate negotiations with that particular Contractor and commence negotiations with any other Contractor.

7.0 **AWARD OF CONTRACT:** The Town shall award a contract to the responsible and responsive contractor whose proposal is determined to provide the best value to the Town in accordance with the criteria set forth. It is also possible that the Town may desire to award surveying and engineering design services separately, depending on the needs of the Town.



**QUALIFICATIONS AND SUBMISSION REQUIREMENTS**

The Proposal must include all of the information set forth in this Section and other Sections of this RFQ and should be organized and tabbed appropriately. Unnecessary elaborate brochures or other materials beyond those sufficient to present a complete and effective response to this solution are not desired and may be construed as an indication of the Proposer's lack of cost consciousness. Therefore, elaborate artwork, expensive paper and bindings, etc., are strongly discouraged.

One (1) original and two (2) copies of the Proposal including an electronic copy of your response in PDF format shall be submitted to the Town of Smithfield Public Utilities Department, Attn: Ted Credle.

**Tab 1 – Signed Forms**

This Tab should include the following forms and information.

- a. **Signed Proposal Signature Sheet, Page 1**
- b. **Addendum Acknowledgement Form**
- c. **Non-Collusion Affidavit**
- d. **Vendor Application/W-9 Form**
- e. **Affidavit of Compliance (E-verify)**

**Tab 2 – Executive Summary**

This Tab should provide a brief summary of the Proposer's understanding of the Scope of Services presented in this RFP and emphasize any unique aspects or strengths of the Proposal.

**Tab 3 – Corporate Overview**

This Tab should present an overview of the Proposer's organization and should include the firm's name, address, phone and fax numbers, firm history, email address and phone number of the firm's representative for the Proposal.

**Tab 4 – Approach**

This Tab should present the Proposer's approach to providing the services specified in this RFQ. This Tab should describe the services to be provided, who will provide the services, how the services will be provided, etc. This Tab should include a description of activities, such as the project methodology and timeline for project completion, etc. The Proposer should also include in this Section its plan for managing the work requirements; as well as, a proposed schedule for performing the work. Most of the proposed responses to the requirements found in Section 4.0 – Work Requirements, should be included under this Tab.

**Tab 5 – Organization and Staffing**

This Tab should present the Proposer’s organization structure and staffing chart, showing specific job classifications, number of employees and full-time equivalent employees by position and reporting relationships. Résumés for all managerial and key personnel should be provided in sufficient detail to be able to determine the nature and depth of each individual’s relevant experience. This Tab should also identify any of the required services that the Proposer intends to subcontract, if any, providing for each (i) the reasons for subcontracting, (ii) the proposed subcontractor’s responsibilities, and (iii) information identifying proposed subcontractor’s name, location, relevant personnel and experience. Proposer should also include a company rate sheet, identifying the billing rates of proposed staff.

**Tab 6 – Qualifications and Experience**

In this Tab, the Proposer should describe its track record in performing services comparable to those specified in this RFP and other information relevant to making a determination as to the ability of the Proposer to perform these services. This tab should also include a list of all similar work performed by your firm over the past three (3) years. This list should include the name of each client, a client contact and telephone number, the size and Scope of Services provided, effective dates of the contract(s) with this client, and the annual contract amount.

**Tab 7 – Conflict of Interest**

In this Tab the Proposer should describe any involvement that your firm, its employees, or its owner(s) have that may constitute a conflict of interest.



**Evaluation and Award Criteria**

Based on the evaluation criteria outlined below, all Proposals will be evaluated and scored by the Evaluation Committee designated by the Town of Smithfield. Written or oral discussions may be requested to resolve issues relating to individual proposals.

1. **Evaluation Criteria**

Proposals will be evaluated using the following criteria:

- a) Experience in providing this type of service for this size contract.
- b) Qualifications of staff to be assigned to this project
- c) Specific plans and methodology for providing the proposed services
- d) Planned schedule for completion
- e) References from at least three (3) similar clients
- f) Price/Rate Sheet

2. **Award of Contract**

The Town reserves the right to award to multiple Contractors or to a single Contractor deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals. Price shall be considered, but shall not be the sole determining factor. Once the proposals are ranked and the most qualified firm(s) are determined, the Town may conduct further negotiations, and/or request presentations from firm(s) to further assist in the clarification of information and selection process.

The Town reserves the right to accept or reject, in whole or in part, such proposals as appears in its judgment to be in the best interest of the Town.

**Attachment I**



**AFFIDAVIT OF COMPLIANCE  
With N.C. E-verify Statutes**

State of North Carolina  
Town of Smithfield

I, \_\_\_\_\_, (hereinafter the "Affiant"), being duly authorized by and on behalf of  
\_\_\_\_\_ (hereinafter "Contractor") after first being duly sworn hereby swears or  
affirms as follows:

1. Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Article 2 of Chapter 64 of the North Carolina General Statutes; and
2. Contractor understands that as an "Employer", as defined in NCGS §64-25(4), is required by law to use E-Verify to verify the work authorization of its employees through E-Verify in accordance with NCGS§64-26(a). The term "Employer" does not include state agencies, counties, municipalities, or other government bodies.
3. Contractor is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in the state of North Carolina. (mark Yes or No)
  - a. YES \_\_\_\_\_
  - b. NO \_\_\_\_\_
4. Contractor will ensure compliance with E-Verify to the extent applicable and will ensure compliance by any subcontractors subsequently hired by Contractor to perform work under Contractor's contract with the Town of Smithfield.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature of Affiant

Print or Type name: \_\_\_\_\_

Signed and sworn to (or affirmed) before me,  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

*(Seal)*

Notary Public  
My Commission Expires: \_\_\_\_\_