



**REQUEST FOR QUALIFICATIONS FOR
ENGINEERING SERVICES FOR LEAD WATER SERVICE LINE REPLACEMENTS
FOR THE CAPE FEAR PUBLIC UTILITY AUTHORITY
WILMINGTON, NORTH CAROLINA**

November 20, 2023

BACKGROUND

The N.C. Department of Environmental Quality (NCDEQ) awarded funding to 30 communities for projects to find and replace water service lines potentially containing lead. The Cape Fear Public Utility Authority (CFPUA) received \$4,161,150 in State funding. The U.S. Environmental Protection Agency (EPA) requires every water utility in the country to survey water service lines as part of its Lead and Copper Rule Revision, which sets regulations for lead and copper in drinking water. These requirements apply to water service lines on both sides of the meters, public and private. To date, CFPUA has surveyed 10,500 properties in our service area. While crews have found zero lead water services, approximately 500 were older, galvanized lines, typically including a lead pipe gooseneck assembly that connects the water service line to the water main. CFPUA will use this funding to replace those lines.

GENERAL

The CFPUA is seeking an engineering firm experienced in the design and planning for the replacement of public and private-side water services to comply with the U.S. Environmental Protection Agency's (EPA) Lead and Copper Rule. The work will be assigned by delivery order and include professional engineering design, permitting, and construction services, coordination and public outreach, preparation of reports and/or documents to meet applicable state and federal funding requirements and schedule milestones, and to ensure accuracy and consistency with all applicable local, state, and federal regulations including CFPUA Technical Standards. Potential tasks include:

- Preparation of Engineering Report/Environmental Information Documents (ER/EID's) and other documents and forms as required by NCDEQ Division of Water Infrastructure (DWI).
- Planning, design, permitting, and coordination for lead water service line replacements (LSLR's) in accordance with applicable technical standards and administrative requirements of the CFPUA, New Hanover County, City of Wilmington, NCDOT, DWI, etc. Experience with water distribution projects in an active urban environment is required.
- Assistance with the development and/or administration of a public outreach and communication plan to help provide pertinent information to impacted customers. This work will include the replacement of water service lines on private property in relatively close proximity to existing homes and businesses. Our planned approach should minimize water service disruption and impacts to amenities/features on private property (i.e. landscaped areas, trees, fences, decorative walls, etc.) to the extent possible.

- Construction administration and construction observation (CA/CO) may be utilized for CFPUA designed projects as well as designs by the selected engineering firm. CA/CO services shall consist of field observation, coordination, preliminary submittal review, preliminary pay request review, etc. The construction observer will report directly to the engineer of record.
- Develop a sampling monitoring plan that will be provided to the utility owner CFPUA in accordance with the EPA regulations, as applicable. CFPUA expects the selected provider to develop a program to manage sampling, sample kit distribution, and sampling results across the service area within EPA compliance, as applicable.
- Supplemental exploratory excavation (SUE) to identify/confirm water service diameters, alignments, materials, etc.

Prompt delivery and demonstrated accuracy on project cost estimates by the project team is relevant to selection. Contract award shall be up to \$150,000 in potential professional service fees and there is no assurance that task orders will accumulate to that amount. Contract duration shall be for up to two years.

SUBMISSION OF QUALIFICATIONS STATEMENT

Consulting engineering firms are invited to submit a Statement of Qualification (SOQ) to the CFPUA to be received no later than 2:00 PM on December 20, 2023. Submittals received after this deadline will not be considered.

CFPUA will address questions regarding the RFQ until 2:00 PM on December 12, 2023. Questions submitted after this time will not be addressed. Questions concerning this advertisement should be directed to Ben Guerrieri, Procurement Manager, Cape Fear Public Utility Authority, at bids@cfpua.org.

SOQ's shall be limited to 25-pages or less, excluding cover page, table of contents, tabs, resumes and appendices.

Firms shall submit their statement of qualifications for consideration in .pdf format to bids@cfpua.org. Maximum file size for .pdf submission is 25MB. A reply will be sent to the email address submitting the statement of qualifications to confirm receipt. It is the submitting firms' responsibility to confirm that CFPUA has received statement of qualifications via email. If email reply is not received from bids@cfpua.org, please call 910-332-6472 or 910-332-6551 before deadline for submission.

Submitted information shall comply with N.C.G.S. 143-64.31 through 64.34 (aka Mini Brooks Act).

All SOQ's will be evaluated by a CFPUA selection team.

One firm will be selected from this request for qualifications.

Firms submitting Qualifications are encouraged to carefully check them for conformance to the requirements stated herein. Qualifications that do not meet ALL the below listed requirements or

are sent to any address other than those shown below, will be disqualified. No exception will be granted.

EVALUATION

Firms submitting Qualifications to perform Engineering Services for Lead Water Service Line Replacements will be evaluated based upon the firm's experience, proposed personnel experience, personnel knowledge and familiarity with projects in the typical scope of work. This scope is defined in the General section of this Request for Qualifications, by demonstration with previous project experience and references.

SCHEDULE

Schedule shall be determined for each Task Order. The first task order will be issued as soon as possible following the selection of the engineering firm and will include the preparation of an ER/EID which has a deadline of February 1, 2024 for submission to NCDEQ. The draft ER/EID will need to be submitted to CFPUA no later than January 16, 2024 for review.

REQUIREMENTS

Qualifying Statements shall include:

1. Firm name, address, telephone number, fax number, email address, and contact person(s).
2. Year in which the firm was established and any former names under which the firm operated.
3. Qualifications and experience of personnel who would be providing design services for the project(s) by providing:
 - a. A list of design projects demonstrating experience/understanding of the experience described in the General section above. Project information shall include:
 - i. a summary of the scope of work and deliverables,
 - ii. the owner of the project, and
 - iii. the name, number and email of a reference for the project.

The following criteria will be deemed necessary for selection:

- The firm must meet the following insurance requirements. Workers Compensation may be waived if firm has no employees.
- General Liability \$1,000,000 per occurrence/\$2,000,000 aggregate. Authority must be additional insured and endorsement required.
- Workers Compensation \$500,000/\$500,000/\$500,000. Waiver of Subrogation against the Authority and endorsement required.
- Auto Liability Insurance \$1,000,000 per occurrence combined single limits applicable to claims due to bodily injury and/or property damage. Authority must be additional insured and endorsement required.
- Professional Liability not less than \$2,000,000 per loss.

Any firm wishing to be considered must be properly registered with the Office of the Secretary of State.

SOQ Submittal Requirements

Each SOQ shall include (at minimum):

- All items set forth in Requirements
- Anti-Lobbying Certificate (*See*, Federal Requirements)
- M/WBE Compliance Form (*See*, Federal Requirements)

Federal Requirements

The N.C. Department of Environmental Quality (NCDEQ) awarded funding to 30 communities for projects to find and replace water service lines potentially containing lead. The Cape Fear Public Utility Authority (CFPUA) received \$4,161,150 in State funding and must comply with the requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including the following:

A. Contracting with Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms

Firm shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, according to 2 C.F.R. § 200.321.

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- (3) Dividing total requirements, when economically feasible into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

An MBE/WBE (SBE) Compliance Form is attached as Exhibit A to the RFQ that must be submitted with the qualification statement.

B. Anti-Lobbying

Firms who apply or bid for an award of \$100,000 or more shall file the required certification 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. The Firms shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded to the awarding agency.

An Anti-Lobbying Certificate is attached as Exhibit B to this RFQ that must be submitted with the qualification statement.

Termination for Cause and Conveyance:

For cause,

By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

By Engineer:

upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of such termination.

Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.04.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

For convenience,

By Owner effective upon Engineer's receipt of notice from Owner.

Clean Air Act

- (1) The Firm shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
- (2) The Firm shall report each violation of the Clean Air Act to the Cape Fear Public Utility Authority, the CFPUA will, in turn, report each violation as required to

assure notification to the Federal Emergency Management Agency, and the Environmental Protection Agency Regional Office.

- (3) The Firm shall include these requirements of the Clean Air Act in each subcontract exceeding \$150,000 that is financed, in whole or in part, with Federal assistance.

Federal Pollution Control Act

- (1) The Firm shall 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.*
- (2) The Firm shall report each violation of the Federal Water Pollution Control Act to the Cape Fear Public Utility Authority, the CFPUA will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the Environmental Protection Agency Regional Office.
- (3) The Firm shall include these requirements of the Federal Water Pollution Control Act in each subcontract exceeding \$150,000 that is financed, in whole or in part, with Federal assistance.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Firm is required to verify that neither the Firm, its principals, or its affiliates are excluded or disqualified from participation.
- (2) The Firm must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction.
- (3) This certification is a material representation of fact relied upon by Cape Fear Public Utility Authority. If it is later determined that the Firm did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to the remedies available to Cape Fear Public Utility Authority, the Federal Government may pursue all available remedies against the Firm, including, but not limited to, suspension and/or debarment.
- (4) The Firm shall comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C throughout the duration of the RFQ process and the term of any contract that may arise. The Firm shall include a provision requiring compliance with Federal Suspension and Debarment regulations in subcontracts.

Domestic Preferences for Procurement (2 C.F.R. § 200.322)

- (1) To the extent practicable and as permitted by law, the Firm shall provide a preference for the purchase, acquisition, or use of goods, products, or materials

produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products).

- (2) “Produced in the United States” means that all manufacturing processes occurred in the United States, for iron and steel products, the manufacturing process includes the entire process from the initial melting stage through the application of coatings..
- (3) “Manufactured Products” means items and construction materials composed in whole or in part of non-ferrous materials such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass (including optical fiber), and lumber.

Prohibition on Certain Telecommunications Services or Equipment

Firms, including recipients, subrecipients, contractors, and subcontractors are prohibited to procure, obtain, extend or renew a contract to procure or obtain, or otherwise contract for equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications are specifically defined in 2 C.F.R §200.216 and Public Law 115-132.

Conflicts of Interest; Gifts and Favors

- A. Engineer understands that (1) Owner will use Fiscal Recovery Funds to pay for the cost of this Contract and (2) the expenditure of Fiscal Recovery Funds is governed by the [Conflict of Interest Policy] of the Owner, the Regulatory Requirements (including, without limitation, 2 C.F.R. § 200.318(c)(1)), and North Carolina law (including, without limitation, G.S. 14-234(a)(1) and - 234.3(a)).
- B. Engineer certifies to Owner that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of Owner involved in the selection, award, or administration of this Contract (each a “Covered Individual”); no member of a Covered Individual’s immediate family; no partner of a Covered Individual; and no organization (including Engineer) which employs or is about to employ a Covered Individual has a financial or other interest in, or has received a tangible personal benefit from, Engineer. Should Engineer obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, Engineer shall promptly disclose the same to Owner in writing.
- C. Engineer certifies to Owner that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of Owner. Should Engineer obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, Engineer shall promptly disclose the same to Owner in writing.

Assurances of Compliance with Title VI of the Civil Rights Act of 1964

- A. Engineer and any Subcontractor, or the successor, transferee, or assignee of Engineer or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d et seq., as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.

Other Non-Discrimination Statutes

- A. Engineer acknowledges that Owner is bound by and agrees, to the extent applicable to Engineer, to abide by the provisions contained in the federal statutes enumerated below and any other federal statutes and regulations that may be applicable to the expenditure of Fiscal Recovery Funds:
1. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 2. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 3. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 4. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability in programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Miscellaneous

- A. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 Fed. Reg. 19,216 (Apr. 18, 1997), Owner encourages Engineer to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.
- B. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 Fed. Reg. 51,225 (Oct. 6, 2009), Owner encourages Engineer to adopt and enforce policies that ban text messaging while driving.

In additional, construction documents must comply with the following requirements:

Davis-Bacon

American Iron and Steel Provisions

Build America, Buy America (BABA)

NOTIFICATION

The selected firm will be notified by telephone and/or email.

The CFPUA reserves the right to reject any and all submissions.

Any questions concerning this advertisement should be directed to Ben Guerrieri, Procurement Manager, Cape Fear Public Utility Authority, at bids@cfpua.org by December 12, 2023 at 2:00 PM.

MBE/WBE (DBE) Compliance Form

Contracting with Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms

Engineer shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible as per 2 C.F.R. § 200.321.

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources
- (3) Dividing total requirements, when economically feasible into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and other agencies such as NC HUB Office.

Engineer has read the information in this MBE/WBE (DBE) Compliance Supplement and where reasonable follow the affirmative steps above to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible as per 2 C.F.R. § 200.321.

Engineering Firm Name (Print)

Engineering Firm Representative (Sign & Date)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with qualifications statement)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL , "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Engineer, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Engineer understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Engineer's Authorized Official

Name and Title of Engineer's Authorized Official

Date