



## REQUEST FOR QUALIFICATIONS (RFQ) For On-call Planning and Administration Services

**RFP Number:** PDS-400-01

**Issue Date:** October 4, 2024

**Submission Deadline:** October 27, 2024

You are invited to submit your qualifications to be considered for appointment as an “on-call” planning and administration services consultant for the Upper Coastal Plain Council of Governments (UCPCOG). Submissions are due to [BFarmer@ucpcog.org](mailto:BFarmer@ucpcog.org).

**Responses (SOQ's) must be received no later than 2:00 PM on October 27, 2024**

For further information, contact Ben Farmer at (252) 234-5966 or [BFarmer@ucpcog.org](mailto:BFarmer@ucpcog.org).

RFQ Issuance	DATE	October 01,2024
Questions Deadline	DATE	October 18, 2024
Qualifications Due	DATE	October 27, 2024 by 2:00pm
Interviews, if necessary	WEEKs of	Oct 28 and Nov 4, 2024
Anticipated Selection	WEEK of	December 1, 2024

## I. Purpose

You are invited to submit qualifications in consideration for contract appointment as an on-call planning consultant for the Upper Coastal Plain Council of Governments (UCPCOG). UCPCOG represents a five-county region including Edgecombe, Halifax, Nash, Northampton, and Wilson Counties in Eastern North Carolina and all local governments contained within their boundaries. A map of the UCPCOG Region is attached.

Periodically, UCPCOG's Planning and Development Services Department (PDS) requires professional planning services, technical zoning and land-use expertise, and community development project administration services acting either as an extension of the organization's professional staff or as an independent technical consultant by referral to member governments. To meet this need, UCPCOG is issuing this request for qualifications (RFQ) and selecting firm(s) that have extensive land use planning, community development, and/or zoning experience working in a local government setting. The objective of this RFQ is to provide a list of pre-qualified firms for UCPCOG to utilize when needed while also streamlining the firm selection process for member local governments. UCPCOG is developing a "PDS On Call Planning and Administration Services List" of qualified firms (consultants, project teams, or individuals with authority to operate in North Carolina) possessing the necessary expertise to provide services in one or more of the following areas:

- Long-range planning (*e.g.*, updates of community Comprehensive Plan, Site-Specific Master Planning/Design)
- Current Planning (*e.g.* administration of zoning ordinances, code enforcement assistance)
- Regulatory Amendments (*e.g.*, updates and amendments to Zoning Ordinances, Subdivision Ordinances, UDOs, and land use regulations as required by NCGS)
- Community Development Project Administration (*e.g.* Community Development Block Grant administration, US Department of Agriculture grant administration, other US Housing and Urban Development program administration)

Firms should submit a Statement of Qualifications (SOQ) in response to this RFQ. Only the firms and individuals responding to this RFQ will be considered for placement on the PDS On-Call list. UCPCOG will utilize the list to select qualified planning services on an as-needed basis. Member governments can utilize this list as a means of procurement for planning, zoning, or community development administration services. Once approved, the PDS On-Call Planning and Administration Services List will be valid for a 3-year period, with a mutually executable option of up to 2 additional 1-year terms.

## II. Process for PDS On-Call List

As projects are scheduled or received by UCPCOG from member governments that require additional professional services or technical expertise within the areas listed in Section I, UCPCOG will provide a description of the project and the requested services to the firms on the PDS On Call List with demonstrated expertise in the services requested. Each firm will, at their sole option, in turn provide a scope of work and not-to-exceed cost estimate based upon a pre-approved fee schedule.

The PDS Director, qualified staff and/or member government representatives will review the scopes of work and cost estimates received from each interested firm, starting with the highest ranked, to identify which has the most appropriate work plan and budget for a specific project need. They will then negotiate with that firm to develop a mutually acceptable professional services agreement. A sample professional services agreement/contract is attached. If the selected firm and member government representative are not able to reach an agreement, the firm with the next most appropriate plan and budget second highest ranked SOQ will be considered, and so on down the available list. If UCPCOG desires to utilize one of the firms themselves, UCPCOG may negotiate directly with any of the selected firms.

## III. SOQ Format

The SOQ must include, at a minimum, the following information:

- a) A brief description of the firm, including legal charter, size of the organization and type(s) of services provided;
- b) Description of applicable professional experience in one or more of the areas identified in Section I (firms only need to have experience in one of the following areas to qualify, but may demonstrate experience in more than one);
- c) A resume describing position, qualifications and experience from each firm's employee/member proposed to provide subject consulting services;
- d) A current schedule of fees for all individuals involved in performing the subject consulting services; fees shall include all direct and indirect labor expenses, and transportation fee mark-ups (note: firm must notify UCPCOG of any fee schedule or other cost changes while on the PDS On-Call List);
- e) A minimum of 3 references of relevant clients, including a contact person with their current telephone number, e-mail address, and title, for similar projects completed within the previous 5 years;
- f) The name, address, telephone number, and email address of the designated contact and principals authorized to conduct negotiations for the firm;
- g) A statement that the firm is willing to provide insurance as specified in the *Sample Agreement for Services*;
- h) A statement that the *Sample Agreement for Services* has been reviewed and

that the firm is willing to meet all of the requirements set forth therein.

- i) A statement disclosing any and all lawsuits, debarments, suspensions, decertifications, administrative claims, fine proceedings or responsibility matters that the firm or any of its principals has been a party to in the past five (5) years; and,
- j) Other information that will assist UCPCOG and member governments in selecting the most qualified firm(s).

#### IV. SOQ Submittal Requirements

Statement of Qualifications (SOQ)s should be emailed to Ben Farmer, [BFarmer@ucpcog.org](mailto:BFarmer@ucpcog.org), with the subject "PDS On-Call List RFQ" by **2:00 PM on October 27, 2024** (the "Application Deadline").

Questions regarding this RFQ should be in writing or electronically submitted by **October 18, 2024** to Ben Farmer at [bfarmer@ucpcog.org](mailto:bfarmer@ucpcog.org), with subject: "PDS On-Call List RFQ Question." Only emailed questions will be addressed and answered. The issuance of such written responses is the only official method by which interpretation, clarification or additional information will be provided. Only requests answered by formal written responses will be binding. Oral and other interpretations or clarifications will be without legal effect. No personal inquiry or marketing meetings will be conducted or allowed.

Firms intending to submit a qualification package should notify Ben Farmer via email of their intent so that they are included on addenda or any additional project related correspondence. Additionally, any generated question responses will be posted as clarifications or addenda via the UCPCOG website (<https://ucpcog.org/planning-development-services/>). It is the sole responsibility of each potential respondent to provide contact information for RFQ updates. The UCPCOG assumes no responsibility or liability for notifying respondents who do not make their intentions known.

#### V. Evaluation Criteria

The selection committee will review each SOQ for completeness and content. Each SOQ will be evaluated based upon the relevant qualifications and experience of the firm. Staff may conduct interviews if necessary. References will also be verified. The SOQ review will focus on the following criteria:

- A) **25 Points** – Does the firm possess experience developing and completing projects for local governments related to any of the areas identified in Section I?
- B) **20 Points** – Do key personnel possess the qualifications to be assigned to the anticipated projects?
- C) **20 Points** – Does the firm possess experience working with rural county or small municipal governments?

- D) **15 Points** – Does the firm show sufficient capacity to provide services to member local governments?
- E) **15 Points** – Has the firm demonstrated evidence of its ability to complete projects on schedule and within the estimated budget?
- F) **5 Points** – Will the firm perform the proposed work from an office (home offices of assigned staff included) located within 100 miles of the UCPCOG region?

**100 Total Points**

Generally, the Selection Committee will consider the firm’s overall suitability to provide the professional services outlined in this request within the timeframe, budget, and operational constraints that may be present, and the comments and/or recommendations of the firm’s previous clients, references and others.

The Selection Committee shall have the right, before awarding any contract, to require a responding firm to submit such evidence of qualifications as it may deem necessary and may consider any evidence available to it concerning the financial, technical, and other qualifications and abilities of a firm.

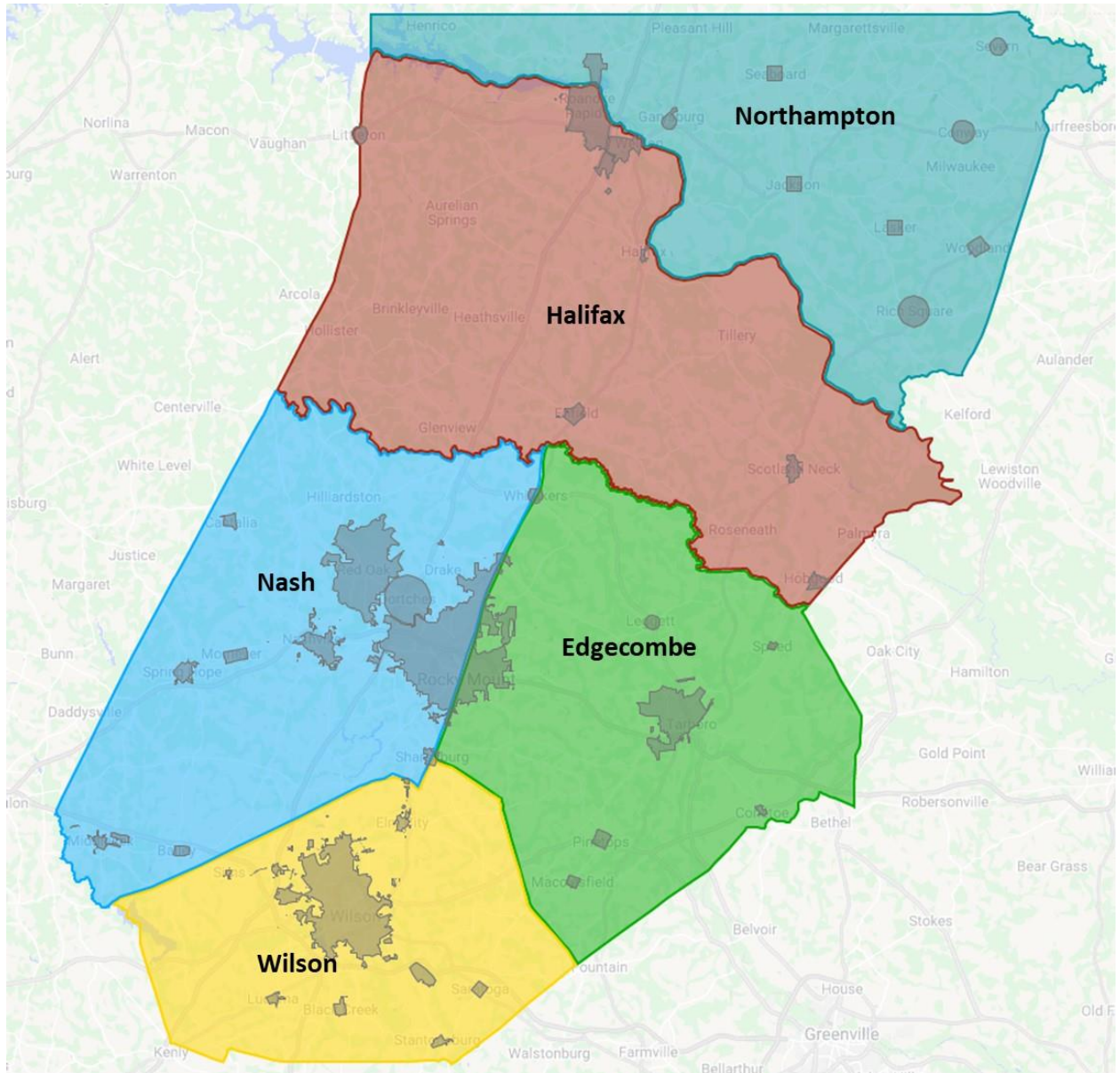
**VI. Selection Process**

- A) A review committee of UCPCOG staff and selected officials (the “Selection Committee”) will review the proposals and invite the most qualified firms to engage in discussions, and/or formal interviews, if desired.
- B) UCPCOG intends to engage in individual discussions and/or formal interviews with a limited number of firms deemed most fully qualified, responsible and suitable based on responses received. Respondents shall be encouraged to elaborate on their qualifications, performance data, and staff expertise relevant to the proposed contract. Proprietary information from competing firms (including any data on estimated hours or rates and the plan for accomplishing the scope of work) will not be disclosed to the public or to competitors provided such information is duly marked as “trade secret” or “confidential” by the respondent and the designation is justified pursuant to NCGS 132-1.2 (1).
- C) At the conclusion of the discussions and/or formal interviews, based on evaluation factors published in this RFQ and all information developed in the selection process to this point, UCPCOG shall select the order of preference for two or more firms whose professional qualifications and proposed services are deemed most meritorious.

- D) UCPCOG reserves the right to modify, alter, or reject, in whole or part, any and all proposals, and to waive formalities. Firms will not be compensated for time spent preparing responses to this RFQ.
- E) All firms selected for the On-Call Planning and Administration Services List will be notified of their selection by December 1, 2024. If UCPCOG desires to extend this timeline, all responding firms will be notified via email in advance of that date.
- F) Agreements awarded as a result of this RFQ will provide that the same contract terms shall, during the term of the contract, be extended to all Purchasers (member government project partners). Due to the nature of the PDS On-Call List program, UCPCOG does not guarantee that any minimum quantity of services will be purchased during the term of a contract. Selected firms will be “on-call” to provide services to the Purchasers on a project by project basis.
- G) In order to create a list of firms from a variety of backgrounds, UCPCOG may select more than one firm as a result of this selection process or for future projects initiated by member governments.
- H) From time to time, the UCPCOG may utilize the PDS On-Call Planning and Administration Services List to select specialized firms for projects initiated directly by UCPCOG with or without the participation of a member government.

## **UCPCOG Service Area**

More information is available at [ucpcog.org](http://ucpcog.org).



Agreement for Services

**SAMPLE CONTRACT**

**By and Between  
Consultant [Selected Firm]**

**And Local Government [Member Government or UCPCOG]**

THIS AGREEMENT entered into this (date), by and between \_\_\_\_\_ located at \_\_\_\_\_ (herein after called the Consultant) and \_\_\_\_\_(herein after called Local Government). It is hereby witnessed that:

WHEREAS, Local Government desires to enter into an agreement with the Consultant for a specific project and service as summarized in the Scope of Services below; and

WHEREAS, Consultant desires to provide the services for the specific project;

NOW THEREFORE, the parties hereto mutually agree as follows:

**I. SCOPE OF SERVICES**

The Consultant will assist Local Government with .....[or as described in an attached scope of services]

**II. SERVICES PROVIDED BY LOCAL GOVERNMENT**

Local Government shall provide, as needed and necessary, research, directions, plan formats, and grant applications, client information, necessary computer and network access, and ....

**III. TIME OF PERFORMANCE**

The primary service of this contract should commence on the date of execution of this Agreement by the both Consultant and Local Government and end \_\_\_\_\_, unless by mutual agreement of both parties a written extension is granted. If unforeseen circumstances arise that prevent project completion by said Closeout Date, this agreement may be amended to reduce or extend the timeframe of the agreement provided Local Government and Consultant so agree in writing. The described Contract related tasks or services outlined above will be reviewed at least quarterly. Should either party fail to substantially perform its obligations in accordance with this agreement, the other party may notify the defaulting party of such default in writing. Such notice shall describe the default and must provide not less than fifteen (15) days to cure the default. If such default is not cured within said time as specified in the notice or agreed to by the parties, the party that gave notice of default may terminate this agreement upon not less than fifteen (15) days advance written notice.

**IV. COMPENSATION**

The Consultant will be paid on a reimbursement basis at a rate of \$\_\_\_\_\_ per hour for work assigned and performed on specific Local Government projects and for an amount not to exceed \$\_\_\_\_\_ during the contract period. Any changes in compensation require a mutually agreed written amendment.

OR (lump sum method tied to specific deliverables in scope)



Compensation for the services outlined in Section I will be billed at least quarterly and the current IRS allowable mileage rate and shall be made payable to the Grant Consultant upon submission of an invoice along with an activity summary.

Compensation will be billed for services rendered, but will not exceed the following:

**EXAMPLE:**

- \$3,000.00 for fiscal year ending June 30, 2024;
- \$10,000.00 for fiscal year ending June 30, 2025;
- \$10,000.00 for fiscal year ending June 30, 2026;
- \$400.00 to the Final Closeout Date of July 29, 2027.

**V. PDS ON-CALL LIST PROGRAM**

The PDS On-Call List is a program offered by the Upper Coastal Plain Council of Governments (UCPCOG) as a service to county and municipal governments who are UCPCOG members to perform advanced vetting of potential project consultants. The PDS On-Call List is maintained by UCPCOG.

If Local Government is entering into this agreement with Consultant by utilizing the Upper Coastal Plain Council of Governments PDS On-Call List Program, Local Government is solely responsible for compensating Consultant for work performed. UCPCOG will not compensate Consultant unless this agreement is directly between Consultant and UCPCOG.

Additionally, if Local Government utilized the UCPCOG's On-Call List Program to select Consultant, the terms of this contract outlined in Section VIII are between Consultant, Local Government and by extension of Local Government, UCPCOG.

Indicate with an X to indicate the correct wording in the sentence below:

Local Government **DID** \_\_\_ / **DID NOT** \_\_\_ utilize the PDS On-Call List Program to enter into this agreement.

**VI. METHOD OF PAYMENT**

Invoices will be sent by Consultant no more often than monthly and not less than quarterly (every three months). The Consultant will submit an invoice which documents the work completed (OPTIONAL: including hours spent during the payment period). Mileage for work related transportation will be reimbursable at the current approved IRS rate upon submission of a monthly travel expense sheet. Work completed will be verified by Local Government staff prior to payment being processed. Local Government may take up to 30 days after receipt to pay invoice.

**VII. CONTRACT MODIFICATION**

Contract may be modified at any time upon mutual agreement of both parties. Such modification must be attached to this original and be properly executed.

**VIII. TERMS**

Consultant is an independent contractor and company and agrees to the following terms and conditions:

- A. Consultant will not be required to fill out an application for employment nor will the Consultant be processed by the Human Resources Department. The hiring process

and personnel policies of the Council of Governments will not apply to the Consultant.

- B. Consultant's services may be needed for a limited time or on a limited basis and therefore, Local Government may end the arrangement at any time for any reason.
- C. Consultant will not be provided a W-2 Form to verify wages but pay will be reported to the IRS and a Form 1099 will be provided at the end of the calendar year if compensation is more than \$600.00.
- D. Consultant will be paid the lump sum amount. Consultant is responsible for all federal and state employment taxes or other required withholdings and Local Government will not pay on Consultant's behalf, any federal or state income tax, social security tax, FICA tax or any other withholding tax.
- E. Local Government's health insurance policy will not cover Consultant in the event of sickness, injury or accident.
- F. Local Government's Worker's Compensation insurance will not cover Consultant in the event of illness, injury, or accident. Further, Consultant agree to release the Local Government from any liability whatsoever arising out of or in any way resulting from accidents, injuries or other fortuitous events or occurrences causing injury to Consultant except for intentional misconduct by Local Government or gross negligence on the part of Local Government. Consultant shall maintain liability insurance policies with carrier's suitable to Local Government, in its reasonable discretion, with coverage amounts of not less than One Million Dollars for general and automobile liability and in the statutory amounts for workers' compensation and will provide certificates to evidence of such policies upon request of the Local Government.
- G. Consultant, agrees to protect, defend, and indemnify Local Government and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof and caused by the negligence of Consultant. Consultant further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at Consultant's sole expense and agree to bear all other costs and expenses related thereto, even if (claims, etc.) groundless, false or fraudulent.

**VI. POINT OF CONTACT**

The points of contact for this project are as listed below:

Local Government

Consultant

**IN WITNESS WHEREOF, the Consultant and Local Government have executed this Agreement in duplicate of the date first above written.**

\_\_\_\_\_  
**Consultant**

\_\_\_\_\_  
**Highest Official, Local Government**

**This instrument has been pre-audited in a manner required by the Local Government Budget and Fiscal Control Act.**

\_\_\_\_\_  
**Local Government Finance**