



REQUEST FOR PROPOSAL

**Title: Request for Qualification:
Comprehensive Plan and Future Land Use Map Update**

Date: September 23, 2020

Due Date/Time: October 16, 2020 at 4:00 PM.

Delivery: U.S. Mail/Messenger/Fed Ex/UPS – E-mail/Fax and original documents to be submitted in print.

Opening of RFQ: Public inspection of all responses will be available after the contract has been awarded. Submission of RFQ must meet the deadline stated above.

**Town of Pineville Manager: Ryan Spitzer
Telephone Number: (704-889-2291)
Address: 200 Dover Street
PO Box 249
Pineville, NC 28134**

**Department Head: Travis Morgan
Planning and Zoning Department
(704) 889-2202
tmorgan@pinevillenc.gov**

The Town of Pineville is now accepting proposals for a Comprehensive Plan and Future Land Use Map Update. Attached are specifications. Please review these carefully. All interested in responding for this RFQ are required to provide an e-mail for all communications. No phone calls will be accepted all questions will be addressed by e-mail only.

Overview

The Town of Pineville has a long history of creating and implementing strategies to support and encourage local business growth. The Town of Pineville promotes diversity, inclusion, and local business opportunities within the Town's contracting and procurement process for Minority, Women, and Small Business Enterprises. The Town of Pineville follows all North Carolina General Statutes requirements.

Compliance with Federal, State and Local Laws

Responder certifies in submitting a RFQ and in the performance of an award as a result of the RFQ, which the Responder has complied with, or will comply with, all applicable federal, state, and local laws, ordinances and all lawful orders, rules and regulations hereunder. The Responder, by submitting the RFQ or performance that results from a contract awarded by The Town of Pineville, agrees not to discriminate against any employee or applicant based on an individual's race, color, religion, religious creed, ancestry, national origin, age (except minors), sex, sexual orientation, marital status, medical condition (cancer-related) and disability, and otherwise as required or permitted by law. Responder further agrees that any sub-contract will contain a provision requiring non-discrimination in employment as specified above. Any breach of this provision may be regarded as material breach of contract and cause for cancellation.

Qualification

Responder must possess the potential ability to perform successfully under the terms and conditions set forth in the RFQ. Consideration shall be given to such matters as integrity; record of past performance; and financial and technical resources.

Part 1: Introduction

The Town of Pineville (hereinafter referred to as the “Town”) requests proposals from qualified firms with experience in future land use planning, community engagement, economic analysis, hazard mitigation, and transportation planning, to prepare a Comprehensive Plan in accordance with North Carolina General Statutes 160D. The Comprehensive Plan upon completion shall include an updated future land use plan and make updates to the zoning and subdivision ordinance as needed but particularly in reference to NCGS 160D. As part of the process the plan shall seek input from Town staff, City Council, Planning Board, Citizens and other interested groups to guide the future direction of growth and land development in Pineville. Consultant expertise is expected to help guide future town utilization, planning, and growth. The Town’s goal is to complete the proposal before July 1, 2022 or as required by North Carolina General Statutes.

Part 2: Background

The Town of Pineville is approximately 6.6 square miles and is at or near 10,000 people. The Town is birth place of James K. Polk (1795-1849) the 11th President of the United States and incorporated in 1873. Pineville grew along two major Native American trading paths and is still organized along these two major North-South and East-West transportation corridors. Pineville grew in the late 19th and early 20th centuries as textile mill town and is known for both the small historic Main Street buildings as-well-as large newer commercial developments such as Atrium Hospital and the 1.2 Million square foot Carolina Place Mall. The Town is located in Southern Mecklenburg County along the North Carolina border. Pineville has experienced strong growth and infill development similar to the metropolitan Charlotte area. Focus has been on placemaking, adaptive reuse and preservation the historic Main Street core, targeted growth areas and new street front infill development, while seeking transportation and quality of life enhancements.

Part 3: Scope of the Project

The Plan will guide decisions affecting the physical development within the Town by guiding all rezoning and conditionally approved developments. The final document should reflect the desired vision for the community as determined by citizens, elected officials, and other groups in the community. The Plan should also grow from within the existing zoning framework and overlay districts to provide a guiding long-term plan that builds upon the towns past strengths and sets a comprehensive framework to help guide and unify the future direction of the Town.

Part 4: Community Engagement

The Town of Pineville would like to place strong emphasis on community participation with citizens throughout the process of formulating the Comprehensive Plan. The Town will consider in the selection process a consultant with strong community engagement skills. The selected consultant will be responsible for organizing and leading public meetings with town staff. The consultant should describe their approach for how community input will be used to inform and assess growth alternatives for the Town of Pineville. A digital growth model such as CommunityViz or ArcGIS is not anticipated in order to speed the process.

Part 5: Services

The services provided by the chosen consultant will include, but not necessarily be limited to:

1. A complete comprehensive plan that satisfies NCGS 160D including a vision statement, guiding principles, goals, policies, and elements.
2. An analysis and relevant summary of data and trends related to population, employment, housing forecasts, and other quality of life considerations.
3. An effective public participation process to ensure community involvement. A proposed schedule of open houses, public meetings, and other outreach methods shall be proposed by the consultant at key points in the Plan update process.
4. Effective coordination with staff, Planning Board, and City Council.
5. Consideration and any recommended amendments to other relevant plans such as zoning, subdivision ordinance, and overlay plans.

Part 6: Comprehensive Plan Document

The main deliverables to be included with the Plan are:

- a. Future Land Use Plan – with user friendly explanations and graphics
- b. Quality of life and acceptable levels of public services sections such as Parks, Police, Fire, Schools, and Transportation. This can include or reference other plans such as the parks masterplan.
- c. Issues and opportunities facing the Town
- d. Pattern of desired growth and development (transportation corridors)
- e. Targeted growth and infill strategies especially regarding possible light rail extension
- f. Housing types and affordability (existing vs. new patterns)
- g. Mitigation of natural hazards
- h. Protection of significant architectural, cultural, or historical resources
- i. Evaluation and recommendation of implementation measures.

These are generalized requirements for general framework within the plan. The Town expects the chosen consultant to provide more specific recommendations for approaches, tasks, and deliverables based on experience and expertise from past work on similar plans.

The consultant shall provide one (1) unbound copy and multiple bound copies of the final Plan update document to the City, including graphics. The number of copies to be submitted will be in an amount mutually agreed upon between the consultant and City staff. The consultant shall also provide (1) electronic submission of the Plan update document, including attachments and other graphics, in both PDF and Microsoft Word format. The Town will also require that drafts of the proposals be provided for review at the completion of various key phases of the project. The timing and number of copies to be submitted will be mutually agreed upon between the consultant and Town staff as the project moves forward.

Part 7: Initial Proposal Requirements

The consultant shall submit one (1) unbound original, and one (1) digital copy of the proposal submittal. Digital copy may be via weblink or similar depending on size and emailed to tmorgan@pinevillenc.gov. The Town encourages the use of recycled paper products and double-

sided print. The Town discourages the use of plastic products including three-ring binders, plastic folders, etc. for all submissions. The deadline to submit proposals is no later than October 16, 2020 at 4:00 PM.

The proposal should be submitted in a sealed package labeled “2020 Comprehensive Land Use Plan Proposal” and mailed or delivered to:

Physical address: 200 Dover Street Pineville NC, 28134

Regular mail: PO Box 249 Pineville NC, 28134

Proposal Format

Proposals should contain the following information:

1. Title Page. Provide the name of your firm, address, telephone and name of contact person on a title page.
2. Firm Background. Provide information on the size, location, available resources and brief discussion on past experiences related to updating comprehensive plans, Future Land Use Plans, and similar.
3. Project Team. Identify the project team (including sub-consultants and associates) and provide a statement of qualifications for each individual, including information such as: education, professional registrations, area of expertise and years of service in their respective field.
4. Work Samples. Please provide weblink or similar electronic format examples of comprehensive plans or other applicable writing samples completed by your firm.
5. Methodology and Approach. Provide a description of the method and approach your firm intends to utilize in order to complete the Plan.
6. Understanding of Pineville. Please state any relevant pre-existing knowledge of the Town as it relates to familiarity with the area in creating a methodology to identify the issues and opportunities the Town faces.
7. Timeframe. Include a detailed phasing and task list and estimated completion time of each task. Provide an estimated start date and completion date of the Plan, based on an estimated consultant selection date of October 23, 2020.
8. References. Submit names, e-mails and telephone numbers of other municipal officials that we may contact to verify performance on projects completed by your firm as identified under the Firm Background section of the proposal.
9. Verify Firm Capacity. Provide a statement verifying your ability to begin work on the Plan and complete the tasks within the timeframes you have set based on your firm’s current work load and capacity.
10. Cost Breakdown. Submit an inclusive not-to-exceed cost breakdown of the Plan. The costs should be broken out with separate amounts provided for completion of each section or component with a final summary grant total amount.
11. Supporting Information (Optional). Provide other supporting information you feel may help us further evaluate your qualifications and fit for completing the Comprehensive Plan.

Tentative Schedule

The tentative schedule for this Request for Qualification is as follows:

- Release of RFQ: September 16, 2020
- Deadline for Questions: September 30, 2020
- Question Responses and/or Addenda to RFQ: October 9 by 5:00 PM
- Proposal Submission Deadline: October 16, 2020 at 4:00 PM
- Selection of Consultant: October 23, 2020

Questions

The deadline for questions regarding the proposal is September 30, 2020. Questions can be directed to Travis Morgan by e-mail at tmorgan@pinevillenc.gov . Responses to questions and/or addenda determined to be required by Town staff to further clarify this RFQ will be posted on the Pineville Planning and Zoning webpage.

Town of Pineville, North Carolina General Terms and Conditions

All Contractors and subcontractors (herein “Contractor”) are advised of the Town’s “General Terms and Conditions” set forth herein, and agree that the following terms and conditions will be applicable.

EXAMINATION OF CONDITIONS: It is understood and mutually agreed that by submitting a RFQ the responder acknowledges that he/she has carefully examined all documents pertaining to the work, the location, accessibility and general character of the site of the work and all existing buildings and structures within and adjacent to the site, and has satisfied himself/herself as to the nature of the work, the condition of existing buildings and structures, the conformation of the ground, the character, quality and quantity of the material to be encountered, the character of the equipment, machinery, plant and any other facilities needed preliminary to and during prosecution of the work, the general and local conditions, the construction hazards, and all other matters, including, but not limited to, the labor situation which can in any way affect the work under the contract, and including all safety measures required by the Occupational Safety and Health Act of 1970 and all rules and regulations issued pursuant thereto. It is further mutually agreed that by submitting a proposal the Responder acknowledges that he has satisfied himself as to the feasibility and meaning of the plans, drawings, specifications and other contract documents for the construction of the work and that he accepts all the terms, conditions and stipulations contained therein; and that he is prepared to work in cooperation with other contractors performing work on the site.

Reference is made to contract documents for the identification of those surveys and investigation reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the work which have been relied upon by the designer in preparing the documents. The Town will make copies of all such surveys and reports available to the Responder upon request.

Each responder may, at his own expense, make such additional surveys and investigations as he may deem necessary to determine the performance of the work. Any on-site investigation shall be done at the convenience of the Town. Any reasonable request for access to the site will be honored by the Town.

ACCEPTANCE: Acceptance of this contract must be without qualifications. The Town hereby objects to and will not be bound by any different or additional terms and conditions contained in the acceptance unless each such different or additional term is expressly agreed to in writing by Town. Contractor’s action in (a) accepting this contract, (b) delivering materials, or (c) performing services called for hereunder shall constitute an acceptance of terms and conditions below on this contract.

CONTRACTURAL RELATIONSHIP: Contractor shall perform the work described independently and not as an employee of the Town. The Town has no right to supervise, direct, or

control the Contractor or the Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor. The Town and Contractor agree that Contractor will take proper care and precautions to ensure the safety of Contractor's officers, employees, and subcontractors.

PAYMENT TERMS: Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The final payment of retained amount due the Contractor on account of the contract shall not become due until the Contractor has furnished to the Town an affidavit signed, sworn and notarized to the effect that all payments for materials, services or subcontracted work in connection with his contract have been satisfied, and that no claims or liens exist against the contractor in connection with this contract. In the event that the contractor cannot obtain similar affidavits from subcontractors to protect the contractor and the owner from possible liens or claims against the subcontractor, the contractor shall state in his affidavit that no claims or liens exist against any subcontractor to the best of the Contractor's knowledge, and if any appear afterward, the contractor shall save the owner harmless.

ASSIGNMENT: No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted.

INSPECTION: The Town reserves the right to inspect the equipment/item, or facilities of a prospective Contractor prior to a contract award, and during the contract term as necessary for the Town to determine that such equipment, or facility conforms to the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.

INSURANCE: All insurance requirements applicable shall be fulfilled prior to the issuance of this Contract. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract. Contractor is responsible for keeping required insurance current until the contract term is complete.

During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract.

As a minimum, the contractor shall provide and maintain the following coverage and limits:

a. **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.

b. **Commercial General Liability** - Contractor shall maintain Commercial General Liability insurance, including coverage for products and completed operations liability, contractual liability, liability from independent contractors, property damage liability, bodily injury liability, and

personal injury liability with limits of not less than \$1,000,000.00 per occurrence, and \$1,000,000.00 annual aggregate. The limits may be satisfied by a combination of primary and excess insurance. The coverage shall be written on an occurrence basis. Defense cost shall be in excess of the limit of liability.

c. Automobile - At all times while the Contractor's representatives are conducting on-site work, the Contractor shall maintain Business Auto insurance for any owned, hired, rented, or borrowed vehicle with a limit of not less than \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess insurance.

Certificate of Insurance shall be required of Contractor for but not limited to Commercial General Liability, Commercial Auto Liability, Workers Compensation, and Professional Liability Insurance, as determined necessary by the Town. Contractor agrees to provide complete copies of policies if requested. Failure of Contractor to provide timely evidence of insurance, or to place coverage with insurance, or to place coverage with insurance companies acceptable to the Town, shall be viewed as Contractor's delaying performance entitling the Town to all appropriate remedies under the law including termination of the contract.

Pineville shall be named as an additional insured under Contractor's automobile and general liability insurance. In the event of a loss arising out of, or related to the Contractor's services performed under this Agreement, Contractor's Liability insurance shall be primary (pay first) with respect to any other insurance which may be available to the Town, regardless of how the "other insurance" provisions may read.

The workers compensation policy must contain a waiver of subrogation in favor of the Town.

Contractor shall be responsible for insuring all of his/her own personal property, improvements, and betterments.

PAYMENT AND CHANGES: The Town shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized on the contract or authorized by a duly approved amendment or change order, authorized in writing by the Town Manager, or his/her designated appointee. The Contractor shall submit an invoice to the Town after the product has shipped. The Town agrees to pay all approved invoices Net Thirty (30) days from the date received and approved.

TERMINATION FOR CONVENIENCE: The Town may terminate this contract at any time by five (5) days' notice in writing from the Town to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Town, become its property. If the contract is terminated by the Town as provided in this section, the Town shall pay for services satisfactorily completed by the Contractor, less payment or compensation previously made.

PERFORMANCE AND PAYMENT BOND: The Town requires performance bond or other acceptable alternative guarantees from each Contractor without expense to the Town. Each Contractor shall furnish a performance bond and payment bond executed by a surety company authorized to do business in North Carolina. The bonds shall be in the full contract amount. Bonds shall be executed in the form bound with these specifications. All bonds shall be

countersigned by an authorized agent of the bonding company who is licensed to do business in North Carolina.

If Contractor shall fail to fulfill in timely and proper manner the obligations under this contract, the Town shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under the contract prepared by the Contractor shall, at the option of the Town, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any acceptable work completed on such materials.

Notwithstanding, Contractor shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of the contract, and the Town may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Town from such breach can be determined.

In case of default by the Contractor, the Town may procure the services necessary to complete performance hereunder from other sources and hold the Contractor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Contractor under this contract, or upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the Town may immediately cease doing business with the Contractor, immediately terminate this contract for cause, and may act to debar the Contractor from doing future business with the Town.

QUALITY CONTROL: Goods supplied as a result of this contract shall be subject to approval as to quality and must conform to the highest standard of manufacturing practice. Items found defective or not meeting specifications shall be replaced at the Contractor's expense within a reasonable period of time. Payment for defective goods or goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made.

WARRANTY AND GUARANTEE: Contractor shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Town's RFQ Documents and Specifications and shall be free from all defects in material, workmanship and title.

Contractor shall further unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the date of final acceptance of the work; and shall replace such defective materials or workmanship without cost to the Town.

Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The Contractor shall replace such defective equipment or materials, without cost to the Town, within the manufacturer's warranty period.

Additionally, the Town may bring an action for latent defects caused by the negligence of the Contractor which is hidden or not readily apparent to the Town at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

RISK OF LOSS: Risk of loss, damage, or destruction of materials covered by this contract, regardless of F.O.B. point, shall be and remain with the Contractor until the goods are delivered

to the destination set out in the contract and accepted by the Town or Town's duly appointed designee.

DELIVERIES: Delivery shall not be made to any place other than the destination indicated on this contract.

CANCELLATIONS: The Town reserves the right to cancel contracts for failure on the part of the Contractor to deliver as promised, or within a reasonable time if no delivery commitment is made, unless acceptable notification of delay is given to the Town by the Contractor.

APPLICANT SELECTION: The Town reserves the right to award the winning proposal. The Town also reserves the right to exclude or disqualify any or all Contractor proposals.

INDEMNIFICATION. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the Town and its agents, officers and employees, from and against all charges that arise in any manner from, in connection with, or out of this contract as a result of the acts or omissions of the Contractor or its subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the Town and its agents, officers or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the Town of Pineville its agents, officers, and employees with legal counsel reasonably acceptable to the Town.

As used in this subsection "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney's fees, and amounts for alleged violations of any law, regulation, ordinance, rule, or order. Nothing in this section shall affect any warranties in favor of the Town that are otherwise provided in or arise out of this transaction. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract.

CONFIDENTIALITY: Any Town information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Contractor under this contract shall be kept as confidential, used only for the purpose(s) required to perform this contract and not divulged or made available to any individual or organization without the prior written approval of the Town.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE: The Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

APPLICABLE LAW AND VENUE: This transaction shall be deemed made in Mecklenburg County, North Carolina. This contract shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this purchase contract shall be the appropriate division of the North Carolina General Court of Justice, in Mecklenburg County.

ENTIRE AGREEMENT: This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written

statements or agreements. The RFQ, any addenda thereto, and the Contractor's proposal are incorporated herein by reference as though set forth verbatim. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

AMENDMENTS: This contract may be amended only by written amendments duly executed by the Town and the Contractor.

WAIVER: The failure to enforce or the waiver by the Town of any right or of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

IMMUNITY: Notwithstanding any other term or provision in this contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of immunity that otherwise would be available to the Town under applicable law.

E-VERIFY: 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 NCGS 64-25. For any transaction that qualifies as an RFQ under North Carolina statutes, Contractor affirms compliance with state and federal laws related to E-Verify and agrees to attest to such with the E-Verify Affidavit.

Instructions to Responders

RFQ will be received by The Town of Pineville to provide the services as specified in this Request for Qualifications (RFQ) until Date: October 16, 2020 Time: 4:00PM

This RFQ and all responses are considered public information, except for trade secrets specifically identified in writing by the responders, which will be handled according to North Carolina State Statute or other laws. Any section of the responder's package that is deemed to be a trade secret by the responder shall be submitted in a separate envelope clearly marked "TRADE SECRET INFORMATION - DO NOT DISCLOSE."

The undersigned, as the responder hereby declares that this response is made without connection to any other person, company, or parties making a similar proposal and that the responder is in all respects fair and in good faith, without collusion or fraud.

Name of Business Submitting Proposal

Signature of Authorized Representative/Title

Print Name

Address

Print or Type Name: _____

State of _____ County of _____

Signed and sworn to (or affirmed) before me, this the _____

day of _____, _____.

My Commission Expires:

_____ Notary Public

|||
(Affix Official/Notarial Seal)