Town of Sylva, North Carolina

Request for Qualifications

A&E Services

Ritz Parking Lot — Downtown Stormwater Inlet Rehabilitation and Capacity Improvement Project

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Issue Date: November 23rd, 2026

SOQ Submission Deadline: December 18th, 2026 by 5:00 PM (See Section 8)

Submission Location: Town Hall, Town of Sylva, 83 Allen Street, Sylva, NC 28779

Contract Type: A&E Selection Method: Qualifications-Based Selection (G.S. 143-64.31

Funding Source: North Carolina Department of Commerce Small Business Infrastructure Grant Program

Section 1 — Introduction and Project Overview

The Town of Sylva requests SOQs from qualified A/E firms to provide full design and engineering services for the project. Selection will be made on the basis of demonstrated competence and qualifications in accordance with G.S. 143-64.31 (Mini-Brooks Act). Following selection, the Town will negotiate scope, schedule, and fees with the most qualified firm; DO NOT include costs, fees, hourly rates, or any pricing information in your SOQ. Inclusion of cost information will render the SOQ nonresponsive.

Construction Procurement: Construction services are not being procured through this RFQ. Following completion of design and preparation of the construction bidding documents by the selected A/E firm, the Town will conduct a separate procurement for construction through formal sealed bidding. The selected A/E firm's scope will include preparation of the construction Invitation for Bids (IFB), plans, specifications, bid forms, and other technical bidding documents necessary to support that procurement.

Section 2 — Owner and Project Contacts

Item	Details
Owner	Town of Sylva
Mailing Address	83 Allen Street, Sylva, NC 28779
Local Government Contact	Paige Dowling, Town Manager — Townmanager@townofsylva.org — (828) 586-2719

Project Contact	Jake Scott, Director of Public Works — jscott@townofsylva.org — (828) 586-2719
Project Location	Ritz Parking Lot, 489 West Main Street, Sylva, NC 28779
Engineer / Consultant	See Preliminary Engineering Report (PER), Town of Sylva Ritz Public Space Drainage Improvements, Project No. SPEC25770, revised July 31, 2026, and attachments.

Section 3 — Project Description and A/E Scope

Project scope summary: improve drainage performance at the Ritz Public Space/Ritz Parking Lot through targeted regrading and resurfacing of pavement, installation of new curb and grate inlets, and installation of additional storm drainage piping tied into the existing downstream system. The work is intended to improve runoff capture, shorten uncontrolled sheet-flow paths, reduce erosion and excessive surface-flow velocities, and provide more controlled stormwater conveyance while maintaining pedestrian accessibility and site functionality. The A/E will advance the July 31, 2026, Preliminary Engineering Report (PER) concept through final design; produce full construction documents; prepare the Invitation for Bids (IFB), plans, specifications, bid forms, and other technical documents required for the Town's separate formal sealed-bid construction procurement; assist the Town during bidding; and provide construction administration and closeout services. The selected firm shall provide all engineering certifications, cost documentation assistance, reimbursement support materials, and technical reports reasonably required by the North Carolina Department of Commerce or other grantor agencies and shall cooperate with grant compliance and audit requirements.

3.1 Design Deliverables (minimum)

1. Survey confirmation and topographic updates, including legal boundaries, ROW limits, easements, utility locations, existing drainage structure depths, pipe sizes and materials, invert elevations, pavement tie-ins, and existing system connectivity required for final design.
2. Geotechnical exploration plan and coordination, including soil test borings and appropriate laboratory testing, and incorporation of resulting geotechnical findings and recommendations into final design. The selected firm shall retain, coordinate and manage

any geotechnical subcontractor required for the Project and shall provide the resulting geotechnical report and recommendations as part of its services. Construction materials testing (CMT) is not included in this design-phase geotechnical scope and shall not be duplicated.

3. Design development submittal (35% or schematic), including review, confirmation, and refinement of the PER hydrologic and hydraulic analysis for the 2-, 10-, and 25-year design storm events, proposed grading and drainage concepts, typical sections, and material/performance criteria.
4. 60% design development submittal, including proposed grading and pavement transitions, curb and grate inlet layout, pipe sizing and alignments, structure locations, accessible routes, utility coordination, and preliminary details.
5. 90% (draft final) design submittal with all major details, specifications, updated opinion of probable construction cost, permit requirements, and constructability review.
6. 100% sealed construction documents and technical specifications suitable for public bidding (Divisions 00–49), with Bid Form and project manual. The construction package shall address, as applicable, demolition and site preparation; grading and earthwork; storm drainage structures and piping; pavement replacement; sidewalks and driveway aprons; curb and gutter; erosion and sediment control; traffic control; utility coordination/relocations; and site restoration within the construction scope.
7. Permit applications, plan sets, and support documentation required for applicable state and local permits; coordinate with and assist the Owner regarding NCDOT review/permitting associated with the project's proximity to Main Street and other required agency approvals.

Final design shall confirm utility conflicts, available pipe cover, inlet placement, structure depths, pipe sizes and materials, invert elevations, pavement tie-ins, curb geometry, accessible routes, adjacent building/property constraints, and overall constructability before issuance of bidding documents.

8. Bid phase services: prepare IFB, attend pre-bid conferences, prepare and issue addenda, respond to bidder technical questions.
9. Construction administration: RFI responses, submittal review, periodic site observations, payment recommendation, change order review, testing coordination, punch-list, and final as-built drawings.

10. Project closeout: as-built drawings, operation & maintenance manuals, final certifications, and record documents.

Section 4 — Independence / Conflict of Interest

By submitting an SOQ, the firm certifies that it has no conflicts that would affect its independence or objectivity. The A/E must not have an ownership interest in any contractor expected to bid on the construction IFB and shall not submit a bid on the construction contract. Any actual or potential conflict must be disclosed; material conflicts may render a respondent nonresponsive or non-responsible.

Section 5 — Licensure, Debarment & Registration

- Firms must be authorized to practice professional engineering in North Carolina. Provide NC license numbers for proposed professionals.
- Provide NC Secretary of State registration and Federal EIN/W-9.
- By submitting an SOQ, the firm certifies it is not debarred, suspended, or otherwise ineligible for state or federal contracts.

Section 6 — Insurance & Professional Liability (minimums)

Prior to contract execution, the selected A/E shall provide Certificates of Insurance evidencing the following minimums (Owner may require higher limits):

- Workers' Compensation: statutory NC coverage; Employer's Liability: $100,000 each accident / $100,000 disease policy limit / $100,000 disease each employee.
- Commercial General Liability: $1,000,000 per occurrence / $2,000,000 aggregate (minimum). The Town of Sylva is to be named as an additional insured, where available.
- Automobile Liability: $1,000,000 combined single limit.
- Professional Liability (E&O): $1,000,000 per claim (maintained for at least two years after final acceptance).
- Pollution Liability: $1,000,000, where applicable for stormwater work.

Section 7 — Small & Local Business Participation

The Town of Sylva encourages participation by small, locally owned, and disadvantaged business enterprises, including firms certified under the North Carolina Small Business Enterprise (NCSBE) program. For the design phase, respondents are encouraged to identify small and local subconsultants and describe good-faith outreach efforts. Consistent with G.S. 143-64.31, the Town will make good-faith efforts to notify minority firms of the opportunity to submit qualifications for consideration. This notice obligation does not establish a participation quota, require HUB certification or affidavits, or award evaluation points based on race or gender.

Section 8 — SOQ Submittal Requirements & Format

8.1 Required Copies and Format

- Submit: one (1) original signed SOQ clearly marked "ORIGINAL," three (3) bound paper copies, and one (1) searchable PDF copy on a USB flash drive included inside the sealed envelope. The Owner may request additional electronic copies at its discretion.
- Binding, paper, and font: Use professional binding (coil or staple acceptable), 8½ x 11-inch paper, minimum 11-point font for body text, single column. Resumes and appendices may use 10-point font. Avoid excessive graphics that impede printing.
- Page limits: The main SOQ narrative is limited to 30 pages (single-sided). Resumes, license documents, insurance certificates, surety letters, and appendices are excluded from the 30-page limit but should be concise. Each resume must be no longer than two (2) pages.
- Tabbed organization: Provide tabs exactly as required in the RFQ (Tab 1 — Cover Letter; Tab 2 — Qualifications & Licenses; Tab 3 — Key Personnel; Tab 4 — Project Experience; Tab 5 — Technical Approach & Schedule; Tab 6 — Small & Local Business Outreach; Tab 7 — Insurance & Risk Management; Tab 8 — References; Tab 9 — Certifications & Forms). Include a one-page Table of Contents at the front. Number all pages.

8.2 Delivery, Labeling, and Receipt

- Sealed envelope label: The outermost envelope must be labeled: A&E Services SOQ [FIRM NAME] ORIGINAL — DO NOT OPEN UNTIL December 18, 2026.
- Delivery address: Town Hall, 83 Allen Street, Sylva, NC 28779 (Attn: Town Manager).
- Timely receipt: SOQs must be physically received at the delivery address by the Submission Deadline. The Owner will time-stamp received packages. Late submissions

will be returned unopened. It is the respondent's responsibility to allow sufficient time for delivery.

8.3 Required Forms & Attachments (minimum): Include the following documents in the order specified:

- Tab 1 — Cover Letter & Firm Overview: signed by an authorized representative; contact name, phone, and email; declaration that no cost information is included.
- Tab 2 — Firm Qualifications & Licenses: documentation of NC professional licensure (license numbers), NC Secretary of State registration, Federal EIN / W-9.
- Tab 3 — Key Personnel & Organization: organizational chart, resumes (2 pages max), role descriptions, license numbers, statement of availability.
- Tab 4 — Relevant Project Experience: up to five (5) projects, client contact, reference phone/email, delivery method, brief scope, and outcomes.
- Tab 5 — Technical Approach & Schedule: narrative describing the approach to advancing the July 31, 2026, PER through final design, confirming/refining H&H analysis, completing survey and existing-condition verification, coordinating geotechnical exploration, addressing utilities and constructability, developing the permitting/NCDOT coordination strategy, preparing the construction bid package, implementing QA/QC, and meeting the proposed milestone schedule.
- Tab 6 — Small & Local Business Outreach: Statement of anticipated utilization of North Carolina Small Business Enterprise (NCSBE) firms or local subconsultants, summary of outreach efforts, and proposed roles for subconsultants during the design and construction administration phases.
- Tab 7 — Insurance & Risk Management: current insurance certificates showing insurer and limits (or broker letter stating ability to obtain required coverage); brief description of firm safety program; EMR record summary (last 3 years) if available.
- Tab 8 — References & Past Performance: minimum three (3) client references for similar projects with contact information and a short description of the scope.
- Tab 9 — Certifications & Legal Forms: signed non-collusion affidavit; non-debarment certification; gift/anti-corruption statement; False Claims acknowledgement; conflict of interest disclosure; addenda acknowledgement form (see below).
- Optional appendices: supporting drawings, photos, or supplemental technical detail (clearly labeled). Do not include pricing or cost data anywhere.

8.4 Mandatory Administrative Requirements (Responsiveness)

- An SOQ will be considered non-responsive and may be rejected without evaluation if any of the following apply:
- The SOQ is not received by the Submission Deadline.
- The SOQ contains pricing, cost, fee schedules, or other monetary information. (Inclusion of any cost data will render the SOQ nonresponsive.)
- The SOQ fails to include a signed cover letter or the required certification forms (Tab 9).
- The SOQ does not include required licensure or registration documentation.
- The SOQ is materially incomplete in the required tab order or page limits.

8.5 Questions, Addenda, and Clarifications

- All questions must be submitted in writing by the Deadline for Questions to the Project Contact. The Owner will respond in writing and post all official answers as addenda. Addenda are the only authorized changes; oral clarifications are not binding. Respondents must acknowledge all addenda in Tab 9.

8.6 Public Records, Confidentiality, and Trade Secrets

- SOQs become public records to the extent required by North Carolina law once opened. If a respondent believes certain information is a trade secret or proprietary, identify the specific pages and provide a brief justification in Tab 9. Mark those pages “Confidential — Trade Secret.” The Owner will make a reasonable effort to prevent the public disclosure of properly designated trade secrets.

8.7 Costs of Preparation

- All costs associated with SOQ preparation and submittal shall be borne by the respondent. The Owner will not reimburse any costs.

8.8 Withdrawal and Modification

- A respondent may withdraw or modify its SOQ in writing prior to the Submission Deadline. After the Submission Deadline, SOQs shall not be withdrawn for a period of ninety (90) days, or as set forth in the RFQ, except as allowed by law.

Section 9 — Evaluation & Selection (Qualifications-Based)

9.1 Overview and Price Prohibition

- The selection is qualifications-based under G.S. 143- 64.31. Price/fee will not be part of the SOQ evaluation. The Owner will negotiate the fee with the top-ranked firm after selection.

9.2 Evaluation Committee & Scoring Scale

- The Owner will appoint an Evaluation Committee.

9.3 Evaluation Criteria & Sub-Criteria (Weights)

Criterion	Weight
Firm Qualifications & Relevant Experience As part of its qualifications, the Respondent shall disclose any material professional liability claims, disciplinary proceedings, contract terminations for cause, or governmental debarments occurring within the last five (5) years. The Respondent is encouraged to include any experience designing publicly bid local government stormwater projects in North Carolina.	35%
Key Personnel & Availability	25%
Technical Approach & QA/QC	25%
Schedule & Deliverability	10%
References & Past Performance	5%

9.4 Detailed Evaluation Sub-Criteria and Evidence Required: Use the following sub-criteria and evidence expectations when scoring (example weights carried forward from RFQ):

A. Firm Qualifications & Relevant Experience — 35% (total)

- Comparable Project Experience (20%): evidence of at least 3 projects of similar scope (stormwater rehabilitation, underground conveyance, urban constrained sites). Score for similarity, complexity, and outcomes. Evidence: project descriptions, photos, and client contact.

- Local Permitting & Utility Coordination Experience (10%): experience navigating local permitting and utilities in downtown contexts. Evidence: project examples and named staff roles.
- Firm Capacity & Continuity (5%): demonstrated ability to staff and complete the work on schedule (office resources, workload). Evidence: staffing plan and references.

B. Key Personnel & Availability — 25%

- Project Manager (10%): experience leading similar projects, demonstrated project controls, and client management.
- Lead Design Professional (10%): PE/RA technical competency, prior experience producing sealed construction documents and bid packages for publicly bid projects.
- Support Staff & Specialists (5%): depth of team (hydraulics, geotech coordination). Evidence: resumes, license numbers, and confirmed availability.

C. Technical Approach & QA/QC — 25%

- Approach to Design Deliverables and Bid Package (12%): clarity, completeness, H&H / geotech plan, permitting strategy.
- Constructability & Risk Mitigation (5%): methods to reduce rework and unforeseen conditions.
- QA/QC & Deliverable Quality Control (8%): proposed QA/QC and review workflows.

D. Schedule & Deliverability — 10%

- Realism of milestone schedule, sequencing, allowance for permit/utility delays.

E. References & Past Performance — 5%

- Verified performance, claims history, timeliness, and owner satisfaction.

9.5 Shortlisting and Notifications

- The Committee may shortlist up to three (3) firms based on SOQ scores. The Owner will notify shortlisted firms in writing and will make public the names of shortlisted firms. Non-shortlisted firms will be notified as practicable.

9.6 Interviews / Oral Presentations (if conducted)

- If interviews are held, shortlisted firms will be given at least seven (7) calendar days' notice. Interviews will be limited to 60–90 minutes per firm (e.g., a 30-minute presentation followed by 30–60 minutes of Q&A). The Committee will use a defined interview score sheet (0–10 scale per question) and add interview scores to the SOQ weighted score using a preset interview weight (for example, interview = 20% of total, if interviews are used, the RFQ must state the interview weight and how it integrates into final scoring). Interviews will not include or allow price discussions.

9.7 Reference Checks and Due Diligence

- The Owner will perform reference and background checks. Adverse information (e.g., repeated failures, unresolved claims, safety violations, debarment notices) may reduce a firm's score or render the firm non-responsible. The Owner may request clarification documents or supplemental materials; such requests must not be used to materially change the SOQ.

9.8 Aggregation and Ranking

- For each firm, the Committee will:

  (a) Average evaluator sub-criterion scores.

  (b) Apply sub-criterion and criterion weights.

  (c) Sum weighted scores to obtain a final numeric score. Where interviews are used, interview scores will be incorporated as specified in the RFQ. The top-ranked firm will have the highest final numeric score unless the Owner reasonably determines to negotiate with the next most qualified firm in the event that negotiations fail.

9.9 Tie-Breaking Procedure

- In the event of an exact numerical tie, the Owner will apply sequential tie-breakers:

  1. Higher score on Technical Approach & QA/QC.
  2. Higher score on Firm Qualifications & Relevant Experience.
  3. Higher score on Schedule & Deliverability.
  4. More favorable reference checks.
  5. If still tied, a coin toss is conducted publicly.

9.10 Award, Negotiation, and Failure to Agree

- The Owner will open negotiations with the top-ranked firm to finalize the scope, schedule, and fee. The Owner may require the submission of bonding and insurance documentation, as well as additional financial evidence, during negotiations. If the Owner and top-ranked firm cannot agree within a reasonable period (as specified in the RFQ), the Owner may terminate negotiations and begin negotiations with the next most qualified firm.

9.11 Debriefing and Protest Procedures

- Debriefing: Unsuccessful proposers may request a debriefing in writing within ten (10) calendar days of written notice of selection. The Owner will offer a debriefing meeting or written debrief within ten (10) business days of the request.
- Protest: Any protest regarding the selection shall be submitted in writing to the Town Manager within seven (7) calendar days after the date the protesting party receives written notice of the selection or shortlisting (whichever is applicable). The written protest must include: (a) name and address of protester; (b) identification of the solicitation; (c) detailed statement of the legal and factual grounds for the protest; (d) supporting documents; (e) requested relief. The Town Manager will review and issue a written decision within ten (10) business days or will schedule a meeting to consider the protest; if necessary, the Owner will follow any additional protest rules set forth in local policy or state law. Filing a protest does not automatically stay the award unless the Town Manager orders so.

9.12 Confidentiality of Evaluation Documents

- Committee score sheets, deliberations, and evaluation materials are procurement records retained by the Owner. Evaluators' individual raw scores are internal documents and may not be disclosed except as required by law.

Section 10 — Bid Administration and Construction Administration (A&E Services)

The A&E Services Professional, when retained by the Owner for the construction phase, shall perform the following bid-phase and construction-phase services as the Owner's designated technical representative. These duties are part of the A&E's services and shall be included in the A&E Agreement:

A. Bid Administration (IFB / Formal Sealed Bidding Support)

1. Conduct and administer public pre-bid conference(s) and prepare minutes and sign-in lists.
2. Prepare, review, and issue technical addenda and clarifications; coordinate distribution to bidders.
3. Assist the Owner in reviewing bids and verifying technical conformance with the construction drawings, specifications, and IFB requirements. The A/E may evaluate technical responsiveness and prepare a written recommendation to the Owner. The Town will conduct the formal sealed-bid opening and retain sole authority to determine responsiveness and responsibility and to award the construction contract.
4. Where the IFB permits structured, priced alternates, ensure alternates are included only in the format specified and priced separately. The A&E will document alternatives and include analysis in its recommendation.

B. Post-Selection Negotiation Assistance

1. Assist Owner in developing and documenting agreed construction schedule and payment milestone plan; may lead negotiations with Contractor concerning schedule and payment milestones. Any negotiated schedule or payment plan must be approved in writing by the Owner.
2. The A&E's role is advisory; the A&E shall not commit the Owner to contract terms without written authorization.

C. Construction Administration and Payment Certification

1. Provide construction administration services: submittal review, IFBs, site observation, change proposal review, and shop drawing review for conformance.
2. Review Contractor payment applications and supporting documentation. When work conforms, issue Certificates for Payment to Owner; such certificates are a condition precedent to payment but do not bind Owner to pay where Owner has reasonable grounds to withhold payment.
3. Administer staged payments consistent with agreed milestones; verify initiation/completion of phases before recommending payment. Owner retains final authority over payments and retainage per G.S. 143-134.1.
4. Maintain records of observations, testing, payment recommendations, and change orders; deliver records to Owner at intervals and at closeout.

D. Conflicts, Independence, and Limitations

1. If the A/E provides design, it must not bid on the construction contract. Disclose any potential conflicts immediately.
2. The A/E will not perform Owner's legal or final awarding functions and will not open sealed construction bids for award purposes.

E. Deliverables & Timing

1. Deliver bid-phase records, addenda, meeting minutes, technical evaluation memoranda, and written recommendations for shortlist/award, allowing Owner to meet procurement and board schedules.
2. Provide monthly progress reports during construction and final as-built documentation at closeout.

Section 11 — Anticipated Schedule

RFQ Issue Date: November 23rd, 2026
Deadline for Questions: December 14th, 2026
SOQ Submission Deadline: December 18th 2026
Evaluation: Week of January 4th, 2026
Selection & Negotiation: Week of January 11th, 2026

Section 12 — Additional Terms

- Owner reserves the right to waive informalities, reject any/all SOQs, request additional information, or cancel this RFQ.
- Any recommendation for an award made by the Owner following evaluation and negotiation shall be subject to the approval of the Town of Sylva Governing Board. Final contract execution and notice to proceed will not occur until:

  (a) The Governing Board has authorized the award

  (b) The selected firm has delivered all required bonds, insurance certificates, and other required documentation

  (c) The Owner has satisfied any grantor or state approval conditions

- Selected firm will execute the Owner's standard professional services agreement incorporating statutory and grant terms.

- Protests: Any protest concerning the selection, short-listing, or award related to this solicitation must be submitted in writing to the Town Manager no later than seven (7) calendar days after the date the protesting party receives written notice of the action being protested (shortlist or award). The written protest must specify the grounds for the protest and the relief requested. The Town Manager will review the protest and may schedule a meeting with the protester to resolve it. Filing a protest does not stay the award unless the Town Manager directs otherwise. Protest procedures and any appeal rights are further governed by applicable state and local procurement rules.
- E-Verify Compliance (G.S. 143-133.3): The selected consultant and its subconsultants shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes, as applicable. The final professional services agreement shall include this requirement.
- Divestment and Do-Not-Contract Restrictions (G.S. 147-86.58 et seq. and 147-86.80 et seq.): Prior to contract execution, the selected consultant shall certify that it is not on the applicable State list of companies prohibited from contracting under the Iran Divestment Act (G.S. 147-86.60) or the restrictions concerning companies boycotting Israel (G.S. 147-86.82), subject to statutory exceptions. The Town shall verify applicable State lists.
- Pre-Audit Certification (G.S. 159-28): Before execution, the final professional services agreement requiring payment shall include the required pre-audit certificate on its face, signed by the Town Finance Officer or other authorized deputy finance officer, confirming compliance with the Local Government Budget and Fiscal Control Act.
- Qualifications-Based Selection (G.S. 143-64.31): Selection for architectural and engineering services shall be based on demonstrated competence and qualifications. Cost, fees, rates, and other pricing information shall not be included in or evaluated as part of the SOQ; fee negotiations shall occur only after the most qualified firm is selected.
- All drawings, specifications, calculations, reports, GIS files, CAD files, models, and other work product prepared for the Project shall become the property of the Town upon payment therefor.

Section 13 — Questions & Contact

Submit questions in writing to Jake Scott, Director of Public Works (jscott@townofsylva.org) by the deadline for questions. Responses will be issued as written addenda and posted.

Statutory references:

- G.S. § 143-64.31 — Mini-Brooks Act (Qualifications-Based Selection for A&E Services)
- G.S. § 143-129 — Procedure for Letting Public Contracts (Formal Sealed Bidding for Construction)
- G.S. § 143-134.1 — Retainage
- G.S. § 44A-26 — Bonds Required (Payment and Performance Bonds)
- G.S. § 44A-32 — Construction Contract Bond Provisions
- Session Law 2026-41, Section 22.5 — Repeal of G.S. § 143-128.2 (Former Minority Business Participation Goals)