

REQUEST FOR QUALIFICATIONS



Professional Consultant to Conduct Space Needs Assessment

RFQ # 230209-243
February 9, 2023



Questions Due: February 17, 2023 by 2pm

Proposals Due: March 2, 2023 by 2pm

Issued by:

Trisha Newton, Purchasing Manager, Pender County Finance
PO Box 1578, Burgaw, NC 28425
910-259-1281, purchasing@pendercountync.gov

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Purpose

Pender County is soliciting Statements of Qualifications from professional consulting firms to conduct a space needs assessment of our court facilities, related offices and associated storage needs. Responding firms must show a strong background in the planning of government facilities, including judicial facilities. The County is seeking a firm whose combination of qualified experience and personnel will provide timely, cost-effective, and professional planning services.

Schedule

The following outlines the anticipated timeline related to the Request for Qualifications, award of contract, and delivery/presentation of work products related to this RFQ. County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

RFQ Issued	February 9, 2023
Questions on RFQ Due	February 17, 2023 by 2pm to purchasing@pendercountync.gov
Statements of Qualifications Due	March 2, 2023 by 2pm to purchasing@pendercountync.gov There will not be a formal opening.
Interviews with Short List Firms (if needed)	March 3, 2023, times TBA
Recommendation to Board of Commissioners	March 6, 2023
Notification of Award of Contract	March 7, 2023
Price Negotiation and Contract Development	March 6-10, 2023
Review of Scope and Project Kick Off	March 13-16, 2023
Completion Date	120 days after executed contract

Background

Pender County Government is statutorily responsible for providing appropriate facilities for court facilities and related functions: Judicial Chambers, District Court, Superior Court (monthly), Clerk of Court, Public Defender's Office, District Attorney' Office, as well as administrative offices and records storage. The Pender County Courts currently utilize the following spaces dedicated to court operations, administration and storage including:

- Pender County Courthouse, 100 S Wright St, Burgaw – approx. 27,090 sq ft
- Frances Dawson Basden Judicial Annex, 100 Dickerson St, Burgaw – approx. 6,000 sq ft
- Biberstein House, 102 S Walker St, Burgaw – approx. 1,040 sq ft
- Records Storage Space, leased, Burgaw – approx. 1,900 sq ft
- Newly Purchased Offices, 301 S McNeil St, Burgaw – approx. 1,900 sq ft

Scope of Services

Pender County seeks a package from professional consultant firms to provide all services necessary to complete the assigned project. The consultant shall take the lead project management role. The scope of work associated with completing this project includes, but is not limited to, the following:

- Review and assess the condition of the current court facilities, including the identification of both physical and operational issues that do not meet modern standards.
- Conduct interviews with relevant staff to gather information about current use of the spaces and future needs, potential growth in staffing and storage needs, etc.
- Create a comprehensive plan for space allocation that will address the needs for the next 15-20 years. The plan must lay out the most efficient, effective and functional plan for space needed by staff for the services provided.
- Provide recommendations for future space requirements of the court system that address court rooms, , meeting spaces, staff work spaces, restrooms, storage, both employee and public parking, and other needs discovered during the assessment.
- Provide recommendations for future space requirements for the courts records storage and general storage, including security, protection from fire and flood damage, work spaces for staff reviewing records, and other needs discovered during the assessment.
- Provide recommendations on optimal location of these facilities.
- Provide recommendations on renovating existing facilities versus building new facilities.
- Provide recommendation on maintaining existing facilities.
- Provide estimated timeframes for making recommended transitions.
- Provide high level budget estimates for planning purposes.

The assessment should culminate in a written report of findings related to current and future needs of the Court System in Pender County. This report will be addressed to the Board of County Commissioners, bearing in mind the other stakeholders in the outcome of this assessment, from County Management to Judicial System Officials, and the citizens of Pender County.

The **anticipated completion date for the project is 120 days from the execution of the contract or sooner.** Any concerns with or exceptions to this date should be noted in the firm's response and an alternative timeline must be included. Responses with an alternative expedited time line should include a detailed project schedule and methodology. Responses with reasonable expedited time lines will be rated favorably.

Qualification Criteria

To be considered for this project the firm must meet minimum requirements set forth below to be included in the statement of qualifications. The successful firm must demonstrate a high level of competence in the subject matter areas along with a demonstrated ability to provide high quality services on time and within budget. The selected firm should have a proven ability to work effectively with public agencies and other stakeholders.

Qualification statements should include, at minimum, the following:

Firm Information

Include information about the firm's size, history, office locations, and service offerings.

- Include number of years the firm has been in business.
- Include number of years the firm has been in business under its present business name.
- List the point of contact and contact information.
- Include a copy of all applicable licenses.

Project Approach

Include a comment/response to each of the following:

- Provide a brief statement of your understanding of the project.
- Provide a probable timeline for surveying and site planning.
- Demonstrate surveying capabilities.

Experience

Detail your firm's experience in environmental assessment and surveying, The following list of items should be included in the SOQ:

- Similar projects:
 - o Name, location, and brief description of the project
 - o Photographs and/or drawings of the design.
 - o Name, address, and telephone number of the Owner (indicate contact person).

Key Personnel Resumes

- Demonstrate qualifications of your key staff.
- A proposed project organization chart and resumes of key individuals included in your team. Indicate what elements of the work your firm intends to self-perform or subcontract. person).

Per Unit Pricing

List billable fee categories and the corresponding per unit or fixed pricing to the extent allowable under N.C. G.S. 143-63.31.

References

Provide at least three (3) references who can vouch for the quality of services provided by your firm on similar projects.

Questions

Any questions on this RFQ should be submitted purchasing@pendercountync.gov no later than February 17, 2023 at 2pm. Both the questions and corresponding answers will be published in the form of an Addendum.

Statement Of Qualifications

Qualification packages should be prepared simply and economically and bound in a single volume whenever practical. All data, materials, and documentation shall be available in a clear, concise form. Pender County does not expect, nor will any more favorable consideration be given to submittals with fancy covers or binding, color photographs, sample plans, non-pertinent information on other accomplishments of the firm which have no direct bearing on these projects, resumes of individuals who will not be engaged in the work, or pages of other nonrelated project materials. ***Brevity will be appreciated.*** Submittals shall be limited to 50 pages, double sided 8 ½ x 11, minimum 12 point font. Covers and Dividers do not count in the 50 page total. All interested and qualified firms are requested to submit their statement of qualifications no later than 2 pm on March 2, 2023. If not submitted by email, an electronic file of the SOQ must be included.

Statement of Qualifications should be submitted as follows:

- By Mail: PO Box 1578, Burgaw, NC 28425
- By Courier: 805 S. Walker Street, Burgaw, NC 28425
- By email: purchasing@pendercountync.gov

By submitting a response to this Request for Qualifications, the responding firm represents that it has read and understands the Scope of Work and has familiarized itself with all federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect the cost, progress, or performance of the contract work.

Responses may be modified or withdrawn by the responding firm any time prior to the deadline. Modified and withdrawn responses may be resubmitted so long as they are received no later than March 2, 2023 at 2 pm.

The County is not responsible for packages lost or misdirected by the US Postal Service or other courier. No late responses will be considered and shall be returned to the responding firm unopened.

Responding firms are responsible for monitoring the Pender County website at www.pendercountync.gov for any Addenda.

Pender County encourages all qualified businesses, including DBE, Minority, and Women owned and operated businesses to respond to this RFQ.

Payment

Payment Terms will be Net 30. Invoices shall be submitted promptly upon completion of billable work. The County will not pay deposits or payments prior to work being completed. Firms are invited to complete the form at <https://form.jotform.com/201494663893163> to set up ACH payments.

Costs Incurred by Submission

The submitting firm will be responsible for all costs associated with the submission of their respective statement of qualifications. The County will not be responsible for the reimbursement of any costs associated with this submission. Submissions will become property of Pender County and will become “public record”.

Proprietary Information

All Statements of Qualifications received are considered public record and available for public inspection. According to General Statutes 132 - 1.2, trade secrets or proprietary information contained in a response may be kept confidential if, at the time the SOQ is submitted, the information is designated as proprietary information and it is requested the information be kept confidential. This right of privacy will be construed as narrowly as possible to protect the interests of the individual responding to the RFQ while attempting to maximize the availability of information to the public.

Authority

A person authorized to bind the responding to the provisions of this RFQ must sign the Statement of Qualifications, as well as the contract of the awarded firm.

Provisions

The County reserves the right to amend, at any time, any part of this RFQ by posting updates to the county website and to change any of the scheduled dates, including the SOQ due date. All changes will become part of this RFQ and will be incorporated into the agreement entered between the County and the Proposer.

Conflict of Interest

All parties (including subconsultants) must maintain compliance with conflicts of interest guidelines that meet or exceed those required under 2 C.F.R. § 200.318(c)(1) for all projects funded in part or whole with federal or State financial assistance (direct or reimbursed). In addition to the prohibition against self-benefiting from a public contract under N.C. G.S. 14-234, no officer, employee, elected official, governing body member, or agent of Pender County may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal or State award if he or she has a real or perceived conflict of interest. A real or perceived conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from award of a contract: the officer, employee, elected official, governing body member, or agent involved in the selection, award, or administration of a contract; as well as any member of his or her immediate family; his or her partner; or an organization which employs or is about to employ any of these parties. Any such conflict shall be disclosed in writing and included with the Proposal. Contractors that are related to County personnel having any influence over the decisions to consider or award a contract are strictly prohibited from bidding/responding or accepting award of County contracts. Accepting gifts and favors from vendors and contractors is prohibited under N.C. G.S. 133-32, additionally officers, employees, elected officials, governing body members, and agents of Pender County are prohibited from accepting or soliciting gifts, gratuities, favors, or anything of monetary value from contractors, suppliers, or parties to subcontracts. Violating this policy will result in disciplinary action for the employee and termination of the contract and violating firms/persons may not be eligible for future contract awards.

Evaluation & Selection Process

Statements of Qualifications will be evaluated on qualifications and other criteria listed below. Pender County anticipates phone interview(s) with the selected firm prior to official award of contract.

Selection criteria will be based on the following factors:

- Demonstrated competency/experience related to scope of services requested
- Proposed approach and methodology for conducting the requested assessment
- The firm's demonstrated ability to carry out similar projects on time and within budget
- The firm's availability and commitment to meet the project timeline and proposed schedule
- Prior work experience and performance with Pender County
- References

References may be contacted along with other evaluations Pender County feels necessary to accurately determine the criteria listed above in the selection criteria. Scoring and ranking of the submissions will be based on the criteria above. **Pender County reserves the right to interview firms who are being considered. In addition, Pender County reserves the right to reject all submissions.**

Interviews will be conducted on March 3, 2023. Responding firms should save the date for a potential interview.

This RFQ will result in a contract for services provided to Pender County. The contracting firm shall provide the County with a sample contract which can be revised by the County's legal department. The contract shall provide a termination clause in which the County reserves the right to terminate the contract immediately with cause or with ninety days prior written notice without cause.

Pender County Terms and Conditions

In entering a Contract with Pender County North Carolina (the "County"), your company (the "Vendor"), acknowledges and agrees to abide by the Terms and Conditions set forth below, which shall supersede any conflicting terms and conditions.

1. COUNTY RIGHT TO CANCEL OR RESCIND – The County reserves the right to cancel or otherwise rescind a Purchase Order based on the County's best interest.

2. PURCHASE ORDER REQUIRED – The County will not be responsible for any equipment, supplies, and/or services delivered without a Purchase Order and assumes no obligation for products or services shipped or delivered in excess of the quantity ordered. Any unauthorized products or services are subject to the County's rejection and shall be returned at the Vendor's expense.

3. VENDOR FAILURE TO DELIVER – In the event of Vendor's failure to deliver as and when specified, or to perform as and when specified, the County reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and Vendor agrees that the County may return part of any shipment so made and may charge Vendor with any loss expense sustained as a result of such failure to deliver or perform.

4. CHANGES – If Vendor refuses to accept a purchase order exactly as written, Vendor will return it at once with explanation. Any changes to a Purchase Order will be considered a 'Change Order' and requires the written acceptance of both parties to become effective. This will include product or service substitutions, cost changes, and delivery schedule changes.

5. INVOICES – Vendor will deliver invoices to the County at the address or electronically at website shown on the face of the Purchase Order. Vendor will send separate invoices for each purchase order number and invoices must be itemized in accordance with the items listed on the Purchase Order.

6. PRICE – The itemized price listed for products and services on the Vendor invoice must match that specified on the Purchase Order. No boxing, packing, cartage, or shipping charges will be allowed by the County unless specifically authorized on the face of this Purchase Order. Any cash discount period to County will date from County's receipt of the invoice or from the date of the receipt of goods, whichever is later.

7. TAXES – Vendor shall pay all sales or use taxes that are or become due in connection with any products or services provided hereunder and shall indemnify and save harmless the County from any damages, costs, fees, expenses, or penalties on account of such taxes. Vendor is required to list all applicable taxes as separate lines on the face of the invoice. Pender County is not exempt from sales tax.

8. DELIVERY/TITLE – Unless otherwise agreed, delivery shall be f.o.b. point of destination and title shall pass to County upon acceptance at the final delivery point. Risk of damages or loss following shipment and prior to acceptance by County shall be the responsibility of Vendor.

9. RIGHT OF INSPECTION AND REJECTION – Equipment, supplies, and services supplied by Vendor shall be received subject to the County’s inspection and approval either during manufacturing or delivery (with prior arrangement), or within a reasonable time after delivery, notwithstanding prior payment. If specifications or warranties are not met, material and equipment may be returned at Vendor’s expense. No material or equipment returned to Vendor as defective shall be replaced except upon the County’s formal authorization.

10. ASSIGNMENT – Neither a Purchase Order nor any interest therein nor shall any claim arising hereunder be transferred or assigned by Vendor without the prior written consent of the County. Vendor may transfer or assign the benefits of this agreement, in whole or in part, including without limitation the County’s warranty, without the approval of County.

11. WARRANTY/PERFORMANCE – Vendor warrants that the products and services furnished pursuant to this Purchase Order shall: (a) comply with all federal, state and local laws applicable thereto; (b) satisfy all requirements set forth on the face of this purchase order and any applicable documentation incorporated herein; (c) meet industry standards and be suitable for the purpose intended; (d) be of merchantable quality; and (e) be free from defects in title, labor, material or fabrication.

12. INDEMNIFICATION - INFRINGEMENT – Vendor will defend, indemnify, and save the County harmless from any and all loss, damages, costs, fees, and expenses incurred on account of any and all claims, suits, or judgments alleging that any product or service provided under this purchase order violates any patent, copyright, trade secret, trade name, or any other intellectual property right of any nature.

13. INDEMNIFICATION – DAMAGES – If any product provided hereunder is defective in any respect whatsoever, Vendor will defend, indemnify, and save County harmless from all loss, damages, costs, fees, and expenses incurred by reason of such defect, including without limitation all liability arising from any accidents, injuries, or damages to persons or property that may result in whole or in part from such product.

14. INDEMNIFICATION – CONSEQUENCES OF ACTIONS - If Vendor performs services or constructs, erects, inspects, or delivers hereunder, Vendor will indemnify and save harmless the County from all loss, damages, costs, fees, or expenses incurred in connection with any accidents, injuries, or damages to persons or property that may result in whole or in part from the performance thereof.

15. USE OF COUNTY NAME OR LOGO – Vendor agrees not to release any advertising or other materials using the County’s trademark, quoting the opinion of any County employee, or implying in any way that the County indorses Vendor or its products or services.

16. FEDERAL OR STATE STATUTE – Vendor represents and warrants that no federal or state statute or regulation or municipal ordinance has been or will be violated in the manufacture, sale, or delivery of any product or service sold and delivered hereunder and if such violation has or does occur, Vendor will indemnify and save the County harmless from all loss, penalties, fees, costs, and expenses resulting in whole or in part from such violation.

17. E-VERIFY REQUIREMENTS – As a condition for payment under a purchase order, Vendor shall: (i) comply with N.C. Gen. Stat. Sections 64-25 et seq. (the “EVerify Requirements”); and (ii) cause each subcontractor hereunder to comply with such requirements. Vendor will indemnify and save harmless the County from all losses, damages, fees, costs, expenses, fines, and other liabilities resulting from any failure by Vendor or any subcontractor to comply with the E-Verify Requirements.

18. INSURANCE – Vendor shall secure, before delivery of any goods or services hereunder, Commercial General Liability insurance in an amount not less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate, with the County as additional insured. Vendor shall produce an insurance certificate evidencing such coverage upon request by the County.

19. STRICT COMPLIANCE – The County may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing.

20. MATERIAL SAFETY DATA SHEETS – Current Material Safety Data Sheets, when applicable to the order, shall be provided by Vendor in accordance with all regulations.

21. NON-APPROPRIATION – Any resulting contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The County’s extended obligations on contracts that include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).

22. VENUE FOR LEGAL ACTIONS – This purchase order is governed by North Carolina law without regard to its conflicts of law principles. Any legal actions arising from this purchase order shall be brought in Pender County, North Carolina.

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