



**REQUEST FOR QUALIFICATIONS:  
PROFESSIONAL SERVICES RELATED TO  
DUE DILIGENCE EVALUATION OF  
FUTURE COUNTY SITES**

**RFQ # 230119-241  
January 19, 2023**



**Statements of Qualifications Due:  
February 14, 2023 @ 2pm**

Issued by:  
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PO Box 1578, Burgaw, NC 28425  
910-259-1281, [purchasing@pendercountync.gov](mailto:purchasing@pendercountync.gov)

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## Purpose

Pursuant to N.C. General Statute 143-64.31, Pender County is seeking statements of qualifications on professional services related to due diligence and suitability evaluations of potential property for future county sites. These services shall include but are not limited to those described in detail in subsequent sections, are requested to allow County staff and the Board of County Commissioners to determine feasibility and appropriateness of the potential property for future development. The property may be of interest for school sites, parks, water treatment plants/wells, administrative offices, sites to needed to provide governmental services/functions or any other county need.

## 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.

- Announcement and Advertisement of RFQ: Issued January 19, 2023
- Any clarifying questions should be submitted to [purchasing@pendercountync.gov](mailto:purchasing@pendercountync.gov) no later than February 2, 2023 at 2pm
- Deadline for Submittal of Statements of Qualifications: February 14, 2023 @ 2 pm (There will not be a formal opening.)
- Recommendation to Board of Commissioners March 6, 2023

## Scope of Services Required as part of Request for Qualifications (RFQ)

Pender County is seeking the services included within this RFQ to effectively evaluate and assess the feasibility and appropriateness of a property to accommodate a future school. The county will only contract for the necessary services to perform due diligence for various sites to meet county needs. The essential tasks required of this evaluation process consists of three main areas but are not limited to: environmental assessment, land surveying, and master plan design.

### Environmental

- Wetlands/Delineation
- Phase I Site Assessment
- Regulatory approvals for above items
- Soil survey
- Stream Identification
- Archaeological Assessment/Survey
- National Heritage Program (NHP) screening
- Threatened and Endangered (T and E) species to survey

## Land Surveying

- Update boundary & Plat (full boundary survey is not anticipated to be needed)
- Wetland Survey & Map
  - USCOE concurrence required
- Legal Description
  - Suitable for deed preparation
- Traffic Impact Analysis

## Master Plan Design

The master site plan shall include conceptual design and layout for any of the following facilities:

- K-12 school sites
- administrative building
- fleet maintenance building and parking lot
- land reservation not utilized (if applicable)
- athletic fields to include baseball/softball fields, football/soccer fields, and tennis courts
- playgrounds and parks (dog park/concessions stand/etc.)
- restroom and shelter facilities
- industrial plants (reverse osmosis plants/etc.)

In addition, the master site plan shall provide for design components as they relate to the facilities included above:

- street connectivity
- adjacent property connectivity
- integrated stormwater facilities
- integrated/complimentary parking design
- incorporation of wetland acreage as part of wellfield and passive recreational

## 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.

#### 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](mailto:purchasing@pendercountync.gov) no later than February 2, 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 February 14, 2023.

### **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](mailto: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 February 14, 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.

### 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.

### 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.

### 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.

### 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
- 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
- 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.

The county intends to enter into two (2) contracts: one with a "Primary" and "Secondary" firm. The county would utilize the secondary firm only if the primary firm is not available for a specific project. The County is seeking to enter into a one (1) year agreement with the option to extend for an additional year.

## 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 this purchase order exactly as written, Vendor will return it at once with explanation. Any changes to this 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 this 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.

**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 this 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 this 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. 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.