

# ***REQUEST FOR QUALIFICATIONS***



## **Material Testing**

**RFQ# 24-266**

**Date of Issue: December 22, 2023**

**Questions will be answered on an ongoing basis**

**Statements of Qualifications Due: January 12, 2023 at 10am**



**Trisha Newton, Purchasing Manager**  
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**910.259.1281**

## Purpose

Pender County is seeking Statements of Qualifications (SOQ) from qualified firms to provide Material testing on new facilities commencing construction in the coming year. Each project will be contracted separately. All services must be in compliance with Chapter 17 of the North Carolina State Building Code and all other related applicable standards.

## Scope

The initial project will be the new Pender County Law Enforcement Center (LEC). Moseley Architects has been awarded the LEC project and will be providing construction documents which may be obtained at [www.moseleyarchitects.com/bidding](http://www.moseleyarchitects.com/bidding); Scroll to the project name, view all the documents.

The LEC will be a new construction building consisting of approximately 96,900 sf. Located off Old Savannah Rd. in Burgaw, NC 28425. The project is expected to be bid in February of 2024 with completion of construction at the end of 2026.

The new construction project will consist of:

- New Sheriff's Office
- New 911 Center
- New detention center 242 beds/350 "core"

The County will negotiate a contract with the selected firm immediately and duties will begin in 2024. The firm will be required to work in conjunction with Pender County leadership, staff, engineers, inspectors, and contractors; engage in value engineering, as appropriate; and providing construction administration and project close-out services as required. Due to project funding, all work must be USDA compliant and any applicable documentation must be provided.

## SOQ Requirements

To be considered for this project the Firm and assigned staff must meet minimum requirements set forth below to be included in the statement of qualifications. The successful Firm and assigned staff 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 and assigned staff should have a proven ability to work effectively with public agencies and other stakeholders.

Qualification statements should include, at minimum, the following:

- 1) 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.
  - If applicable, provide a summary and status of all litigation within the past ten (10) years.
- 2) Experience. Detail your firm's experience conducting this type of work. The following list of items should be included in the Project Director/Consultant's proposal:
  - Similar projects:
    - Name, location and brief description of the project, including square footage and budget
    - Name, address and telephone number of the Project Owner (indicate contact person)
- 3) The number of employees, along with job classification, within the firm that would/could be assigned to work on this project.
  - Demonstrate the qualifications of your key staff.
  - A proposed project organization chart and resumes of key individuals included in your team, including both managers and inspectors. Indicate what elements of the work your firm intends to self-perform or subcontract.
- 4) Identify and present the qualifications of any other firms that may be providing subcontracting services.
- 5) Provide per unit billing rates for the proposed assigned staff and services to be used on this project. (Unit pricing only as permitting by G.S. 143-64.31. Full statutory compliance intended and required.)
- 6) Anticipated time of response for the various tests/inspections and the associated reports.
- 7) References. Provide five (5) references provided should be able to vouch for the quality of services provided by your firm on similar projects.
- 8) Provide a list of all applicable licenses, certifications and accreditations.
- 9) Sample Contract

***Interested Firms are required to monitor the Pender County website for potential addenda.***

## Questions

Only written questions will be considered and should be submitted via email to [purchasing@pendercountync.gov](mailto:purchasing@pendercountync.gov). **Question will be received through the project deadline and answered as soon as possible/reasonable.** Questions and answers will be posted on the Pender County Website directly under the advertisement for RFQ # 25-266.

## SOQ Submission

Qualification packages should be prepared simply and economically and side bound or corner staple 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 the services being requested, 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 10am on January 12, 2024. Submissions received after that date will be disqualified from consideration. Pender County cannot be responsible for late or misdirected mail. SOQs must be submitted to the following addresses: (If submitting a hard copy, please include 3 hard copies and an electronic file.)

By Mail: Pender County, Attention: Trisha Newton, PO Box 1578, Burgaw, NC 28425.

By Courier: Pender County, Attention: Trisha Newton, 805 S. Walker Street, Burgaw, NC 28425. Clearly mark outside of package "RFQ # 24-266 Material Testing".

Or By email: [purchasing@pendercountync.gov](mailto:purchasing@pendercountync.gov) with "RFQ # 24-266 Material Testing" as the subject.

## Evaluation and Selection Process

After the expiration of the deadline, an evaluation committee will review all submitted qualifications packages that comply with the requirements contained within this document.

The criteria by which the packages will be evaluated include, but are not limited to:

- Clarity of Statement of Qualifications.
- Firm's knowledge and demonstrated experience.
- Demonstrated competency/experience of firm, key personnel and assigned staff related to scope of services requested.

- The firm's demonstrated ability to carry out like projects on time and within budget.
- Firms ability to promptly perform testing and provide reports.
- References
- Interview

References may be contacted along with other evaluations Pender County feels necessary to accurately determine the criteria listed above. Pender County reserves the right to interview firms who are being considered. In addition, Pender County reserves the right to seek clarification, request additional information, waive minor defects and reject any/all submissions.

## **GENERAL TERMS AND CONDITIONS:**

### **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.

### **CONTACT ONLY WITH DESIGNATED PARTY**

After the date and time established for receipt of proposals by the County, any contact initiated by any firm with any County representatives, other than the Finance Director or Purchasing Agent in the Finance Department, concerning this RFQ is prohibited. Any such unauthorized contact may cause the disqualification of the firm from this qualification process.

### **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 Statement of Qualifications. 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.

### **ADDENDA/CHANGES**

Any additions, deletions, modifications or changes made to this RFQ shall be processed through the Pender County Finance Department. Any deviation from this procedure may result in the disqualification of the firm's submittal or the cancellation of any contract resulting from this RFQ.

### **PROPRIETARY INFORMATION**

All Statements of Qualifications received are considered public record and available for public inspection as required by General Statutes 132 - 1.2. Trade secrets or proprietary information submitted by a firm in connection with a procurement transaction shall not be subject to the public disclosure under the North Carolina Public Records Act pursuant to NC General Statutes §66-152(3). However, the firm must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data on other materials to be protected and state the reasons why protection is necessary. Each individual page considered a trade secret or proprietary information must be labeled "Confidential" in the top right corner. 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.

### **MINORITY BUSINESSES**

Pender County encourages all businesses, including DBE, minority, and women-owned businesses to respond to all Request for Qualifications.

### **AWARD/CONTRACT TIME**

No part of this solicitation is to be considered part of a contract nor are any provisions contained herein to be binding of Pender County. Award shall be made to the responsible firm whose qualifications are determined to be the most advantageous to the County, taking into consideration the evaluation factors set forth in the RFQ. The County wishes to enter into an agreement with one firm which will be responsible for the work associated with this RFQ. The detailed Scope of Work and schedule of deliverables shall be negotiated with the successful firms for each specified project.

### **CONTRACT DOCUMENT**

The successful firm will be required to enter into a contract with Pender County. A sample contract shall be provided by the firm at the time of submission of the Statement of Qualifications.

### **SUBCONSULTANTS**

If any subconsultants will be used for the various projects, the successful firm shall provide to the Finance Director a list of names of any of the intended subconsultants, their applicable license number(s) and a description of the work to be done by each subconsultant.

The successful firm shall not substitute other subconsultants without the written consent of the County.

The successful firm shall be responsible for all services performed by a subcontractor as though they had been performed by the successful firm. Responsibilities include, but are not limited to, compliance with applicable licensing regulations.

If at any time the County determines that any subcontractor is incompetent or undesirable, the County shall notify the successful firm accordingly, and the successful firm shall take immediate steps for cancellation of the subcontract and replacement.

Nothing contained in any contract resulting from this RFQ shall create any contractual relationship between any subcontractor and the County of Pender.

It shall be the successful firms' responsibility to ensure that all terms of the primary contract with Pender County are incorporated into all subcontracts.

## **INSURANCE**

The selected firm shall purchase and maintain in force, at its own expense, such insurance as will protect the firm and the County, to include general liability insurance coverage, professional liability (E&O), automobile and worker's comp (as applicable), from claims which may arise out of or result from the firm's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the County, and the general public from any and all claims for injury and damage resulting by any actions on the part of the firm or its forces as enumerated above.

Terms and Limits should be reasonably associated with the contract. As a minimum, the Contractor or vendor shall provide and maintain the following coverage and limits.

Commercial General Liability – General Liability Coverage, on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 combined single limit (Defense cost shall be in excess of the limit of liability).

Professional Liability (E&O) – Professional Liability Coverage, on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 combined single limit (Defense cost shall be in excess of the limit of liability).

Automobile – Automobile Liability Insurance, to include liability coverage, covering all owned, hired, and non-owned vehicles used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under-insured motorist; and \$1,000.00 medical payment.

Worker's Compensation (when applicable) – The Contractor or vendor 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, covering all of Contractor or vendor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor or vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.



The selected firm shall furnish a copy of an original Certificate of Insurance, naming Pender County as an additional insured within 10 days of notice of contract award.. Should any of the policies be canceled before the expiration date, the issuing company will provide thirty (30) days written notice to the certificate holder. The firm shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the Pender County Finance Director and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering any agreement to sublet any part of the work to be completed under this contract.

#### **INDEMNIFICATION**

Contractor agrees to defend, indemnify, and hold harmless the County for all loss, liability, claims, or expense (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Contractor, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require Contractor to indemnify Pender County to the extent permitted under North Carolina law.

#### **VENUE FOR LEGAL ACTIONS**

By responding to this RFQ, all parties agree to be governed by North Carolina law without regard to its conflicts of law principles. Any legal actions arising from this RFQ process or resulting contract shall be brought in Pender County, North Carolina.

#### **AVAILABILITY OF FUNDS**

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).

#### **NON-EXCLUSIVE CONTRACT**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the selected firm. A contract of award shall not restrict the County from acquiring similar, equal, or like goods and/or services from other sources.

#### **COMPLIANCE WITH ALL LAWS AND REGULATIONS**

Services performed shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in this RFQ. The RFQ, addenda and the SOQ submission will be incorporated into the contract.

The standard Pender County Vendor Terms and Conditions will apply and can be found at <http://www.pendercountync.gov/vendortermsandconditions/>. All M/WBE and HUB are encouraged to respond.

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