



REQUEST FOR QUALIFICATIONS

ON-CALL ARCHITECTURAL SERVICES

MANDATORY PRE-BID MEETING: n/a
QUESTION DEADLINE: January 24, 2025
PROPOSAL DEADLINE: 12:00 PM January 28,2025
PROPOSAL OPENING: 2:00 PM January 29,2025

Request for Qualifications (RFQ)

Professional Services: On-Call Architectural Services

Issued By: Pender County Schools Pender County, North Carolina

Issue Date: January 15, 2025

Submission Deadline: January 28,2025

Purpose

Pender County Schools (PCS) is soliciting qualifications from architectural firms to provide "on-call" professional architectural services. The selected firm(s) will assist PCS with the assessment, planning, and design of various projects, including renovations of existing campuses, design of smaller-scale projects, and long-term facilities planning. These services aim to ensure efficient and effective utilization of school facilities, meet future growth demands, and enhance educational environments for students and staff.

Scope of Services

The selected firm(s) will provide a wide range of architectural services on an as-needed basis, including but not limited to:

1. **Facility Assessments:**
 - Conduct evaluations of existing school facilities to identify renovation, repair, and upgrade needs.
 - Provide detailed reports outlining findings and recommendations.
2. **Feasibility Studies and Conceptual Design:**
 - Develop conceptual designs and feasibility studies for potential renovations and new construction projects.
 - Explore cost-effective solutions to optimize space and improve functionality.
3. **Design and Documentation:**
 - Provide full architectural design services for small-scale projects.
 - Prepare construction drawings and specifications.
 - Assist with bidding and contractor selection processes.
4. **Long-Term Planning:**
 - Assist with the development of long-range facilities master plans.
 - Provide recommendations for addressing future growth and evolving educational needs.
5. **Regulatory Compliance:**
 - Ensure all designs comply with local, state, and federal regulations, including ADA requirements and building codes.

6. Construction Administration:

- Provide oversight during construction to ensure project alignment with approved designs and specifications.
- Address unforeseen issues and coordinate with contractors as needed.

Qualification Requirements

Interested firms must demonstrate expertise and experience in the following areas:

- K-12 educational facility design and renovation.
- Knowledge of North Carolina Dept. of Public Instruction (D.P.I.) construction regulations, standards, and submittal processes.
- Capacity to manage multiple projects concurrently.
- Strong track record of delivering projects on time and within budget.
- Proficiency in sustainable and energy-efficient design practices.

Submission Requirements

Firms wishing to respond to this RFQ must submit a package containing the following:

- 1. Cover Letter:**
 - Introduce your firm and provide a summary of qualifications.
- 2. Firm Profile:**
 - Name, address, and contact information.
 - Brief history and overview of the firm.
- 3. Relevant Experience:**
 - Describe at least three (3) similar projects completed in the past five years.
 - Include project descriptions, timelines, budgets, and outcomes.
- 4. Project Team:**
 - Identify key personnel who will work with PCS.
 - Provide resumes highlighting relevant experience.
- 5. Approach and Methodology:**
 - Outline your approach to providing on-call services and managing multiple projects.
- 6. References:**
 - Provide at least three (3) references from previous clients, preferably K-12 school systems.
- 7. Additional Information:**
 - Include any other information that may support your qualifications.

Evaluation Criteria

Submissions will be evaluated based on the following criteria:

- Demonstrated experience with similar projects.
 - Qualifications and expertise of the project team.
 - Understanding of PCS' needs and project requirements.
 - Past performance and references.
 - Capacity and approach to delivering services efficiently.
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Submission Instructions

Submissions must be delivered by 12:00 pm on January 28, 2025 to:

Russ Gurganus
Chief Officer of Operations
Pender County Schools
965 Penderlea Hwy
Burgaw NC 28425
Email: edmund_gurganus@pender.k12.nc.us
Phone: 910 663-3568

Terms and Conditions

- PCS reserves the right to reject any and all submissions or to waive any irregularities.
 - Selection does not guarantee a contract but establishes eligibility for projects during the contract term.
 - PCS may request additional information or interviews as part of the evaluation process.
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Questions

All questions regarding this RFQ must be submitted in writing to Russ Gurganus at edmund_gurganus@pender.k12.nc.us by January 24, 2025. Responses will be shared with all interested parties.

Thank you for your interest in partnering with Pender County Schools. We look forward to reviewing your qualifications.

TERMS AND CONDITIONS

1. READ, REVIEW AND COMPLY: It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.

2. NOTICE TO BIDDERS: All bids are subject to the provisions of special terms and conditions specific to this Invitation for Bids, the specifications. Pender County Schools (PCS) objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

3. DEFINITIONS:

- **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids.
- **TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
- **OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.

4. EXECUTION: Failure to sign under the EXECUTION section will render the bid invalid.

5. ORDER OF PRECEDENCE: In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, and (3) Instructions to Bidders.

6. TIME FOR CONSIDERATION: Unless otherwise indicated on the first page of this document, the bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.

7. SPECIFICATIONS: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and the bidder will be held responsible therefore. Deviations shall be explained in detail. The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.

8. INFORMATION AND DESCRIPTIVE LITERATURE: Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.

9. RECYCLING AND SOURCE REDUCTION: It is the policy of PCS to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective.

We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Companies are

strongly urged to bring to the attention of PCS which issued the solicitation document, those products or packaging they offer which have recycled content and that are recyclable.

10. CLARIFICATIONS/INTERPRETATIONS: Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the school or department directly. Any and all revisions to this document shall be made only by written addendum from PCS Purchasing Department. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.

11. ACCEPTANCE AND REJECTION: PCS reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.

12. REFERENCES: PCS reserves the right to require a list of users of the exact item offered. PCS may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.

13. AWARD OF CONTRACT: As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to PCS as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by PCS to be pertinent or peculiar to the purchase in question. Unless otherwise specified by PCS or the bidder, PCS reserves the right to accept any item or group of items on a multi-item bid. PCS also reserves the right to reject any and all bids. In addition, on TERM CONTRACTS, PCS reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by PCS to be pertinent or peculiar to the purchase in question.

14. HISTORICALLY UNDERUTILIZED BUSINESSES: Pursuant to General Statute 143-48 and Executive Order #150, PCS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

15. CONFIDENTIAL INFORMATION: As provided by statute and rule, PCS will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

16. SAMPLES: Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Requests for the return of samples must be made within 10 days following the date of bid opening. Otherwise the samples will become PCS property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.

17. AWARD PROCEDURES: Contract award notice shall be posted on PCS website. Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to

this solicitation.

18. RECIPROCAL PREFERENCE: G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in- state preferences against North Carolina’s resident bidders. The “Principal Place of Business” is defined as the principal place from which the trade or business of the bidder is directed or managed.

19. DEFAULT AND PERFORMANCE BOND: In case of default by the contractor, PCS may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. PCS reserves the right to require a performance bond or other acceptable alternative guarantees from a successful bidder without expense to PCS.

20. GOVERNMENTAL RESTRICTIONS: In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify, in writing PCS, indicating the specific regulation which required such alterations. PCS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

21. TAXES: Any applicable taxes shall be invoiced as a separate item. G.S. 143-59.1 bars the PCS from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates (if it has affiliates) collect(s) the appropriate taxes.

22. SITUS: The place of this contract, its situs and forum, shall be Pender County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.

23. GOVERNING LAWS: This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.

24. INSPECTION AT CONTRACTOR’S SITE: PCS reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for PCS determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.

25. PAYMENT TERMS: Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Payment may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers.

26. CONDITION AND PACKAGING: Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

27. STANDARDS: All manufactured items and/or fabricated assemblies subject to operation under

pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

28. PATENT: The contractor shall hold and save PCS, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any confidential information, copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by PCS or disclosure of any information pursuant to the NC Public Records Act.

29. ASSIGNMENT: No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the purchasing department and solely as a convenience to the contractor, PCS may:

- a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and
- b. Include any person or entity designated by the contractor as a joint payee on the contractor's payment check.

In no event shall such approval and action obligate PCS to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

30. INSURANCE:

a. **Worker's Compensation** including Occupational Disease and Employer's Liability Insurance. Statutory - Amount and coverage as required by State of North Carolina Workers Compensation laws. Employer's Liability - At least

Part A	Bodily Injury	Statutory Limits
Part B	By Accident	\$500,000 each accident
	By Disease	\$500,000 policy limit
		\$500,000 each employee

b. **Public liability and Property Damage Insurance** - The Contractor shall procure insurance coverage for direct operations, contractual liability and completed operations with limits not less than those stated below:

	Occurrence:	
General Aggregate		\$2,000,000
Premises Operations		\$1,000,000
Personal & Advertising Injury		\$1,000,000

c. **Comprehensive Automobile Liability Insurance**, including coverage for owned, hired and non-owned vehicles: A Combined Single Limit for bodily injury and property damage limit of not less than \$1,000,000; and \$2,000 medical payments.

d. **Certificates of Insurance** acceptable to the Owner shall be filed with the Owner prior to

commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Owner, and that the Pender County School Board of Education is listed as additional insured on general liability.

The successful bidder agrees to hold harmless and indemnify the Pender County Schools Board Of Education (PCSBOE) for any liability that may arise from the negligent or illegal acts of the bidder's employees or agents.

31. GENERAL INDEMNITY: The provider shall hold and save PCS, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the provider in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the provider. The provider represents and warrants that it shall make no claim of any kind or nature against PCS agents who are involved in the delivery or processing of contractor goods to PCS. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

32. CANCELLATION (TERM CONTRACTS ONLY): All contract obligations shall prevail for at least 1800 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party.

33. QUANTITIES (TERM CONTRACTS ONLY): The award of a term contract neither implies nor guarantees any minimum or maximum purchases there under.

34. PRICE ADJUSTMENTS (TERM CONTRACTS ONLY): Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.

a. **Notification:** Must be given to PCS, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by a copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.

b. **Decreases:** PCS shall receive full proportionate benefit immediately at any time during the contract period.

c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with PCS reserving the right to accept or reject the increase, or cancel the contract. Such action by PCS shall occur not later than 15 days after the receipt by PCS of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for an increase.

35. Invoices: It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

36. LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS: The Provider shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator

Registration Program, and the National Sex Offender Registry (“the Registries”). For the Provider’s convenience only, all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. The Provider shall provide certification on Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. The Provider shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Provider shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the school system upon request. Provider specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system’s sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Agreement. In addition, the school system may conduct additional criminal records checks at Provider’s expense. If the school system exercises this right to conduct additional criminal records checks, Provider agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Agreement. Provider further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. PCS reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Agreement if PCS determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

37. ACCESS TO PERSONS AND RECORDS: The State Auditor and the PCS internal auditors shall have access to persons and records as a result of all contracts or grants entered into by PCS in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and PCS may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).