

Request for Qualifications

Architectural and Engineering Services for Eight Classroom Addition

November 14, 2022

Gaston County Schools
Attn: Morgen Houchard, Ed.D.
Executive Director of Auxiliary Services
943 Osceola Street
Gastonia, NC 28053-1397



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1 Advertisement and Overview

Advertisement

Beginning on November 10, 2022, Gaston County Schools (GCS) made the following announcement in local newspapers:

"Gaston County Schools is accepting responses from firms to a "Request for Qualifications (RFQ) for Architectural and Engineering Services for Eight Classroom Addition. Information is available at www.gaston.k12.nc.us/currentRFQ.

Overview

GCS is requesting the qualifications of architectural/engineering firms (Firms) for architectural and engineering services for eight classroom addition for various public schools located in Gaston County, North Carolina. The additions are intended to provide additional classrooms.

2 Key Dates

November 10, 2022 – The RFQ was first announced in local newspapers

December 9, 2022 – 2:00 pm EST – The last day for the Firm to submit the RFQ to GCS

December 14, 2022 – Selected Firms will be invited to interview with a GCS committee for this RFQ response as well as any other RFQ responses which the Firms provided to GCS for other services related to proposed projects

January 2023 – GCS plans to make a selection for a qualified Firm February 2023 – Anticipated procurement award to Firm by GCS Board of Education

3 Submission Requirements

Firms submitting their qualifications for Gaston County Schools (GCS) projects must follow the format below. Material must be in 8 1/2 x 11 inch format. Submittals shall include divider tabs labeled with the boldfaced headers below; e.g., the first tab would be entitled "Letter of Interest", the second tab "Firm Information", etc. All cost incurred in the preparation and submission of the RFQ shall be covered by the Firm. Double-sided printing is encouraged. Provide one (1) original and five (5) copies.

At a minimum the RFQ should include the following:

A. Letter of Interest

Submit a letter of interest, including a brief description of the firm's overall qualifications to perform the work successfully. This letter should introduce the Firm (team) or individual and must be signed by a representative of the Firm with authorization to sign contracts.



- a. If submitting as a team, note which team member (company) is the prime consultant or lead joint venture partner, or if it will be a prime-sub consultant(s) contractual relationship
- b. Identify primary contact person for your Firm (team).

B. Firm Information

Name of Firm, address, telephone number, fax number, email address, home page URL, type of Firm (i.e. corporation), and North Carolina business license number. Provide a brief history of the Firm including the year the Firm was established as presently organized. Include total number of staff by job category, and registration. Include a company profile that list the primary services (disciplines) offered. Identify location of the office that will be responsible for the implementation of services provided to GCS.

C. Sub-Consultants

Provide an organizational chart showing the relationship between team members. Describe Firm information for each sub-consultant including a company profile, contact information, years in business, number of employees, and location of the sub-consultant office that will be responsible for the implementation of services provided to GCS.

D. Resumes

Identify the key personnel you anticipate working on the project(s); providing resumes outlining area(s) of expertise, role on project, number of years employed by Firm along with total years of direct experience, and professional licensing information. Experience while employed at another Firm must be clearly identified. Resumes should represent projects conducted during the last 5 years.

E. Project Experience

Provide a list of similar projects that your Firm has designed and constructed.

- a. Project name
- b. Owner name and address
- c. Contact person, phone number, and e-mail address
- d. Provide written references from project owner
- e. Service provided
- f. Size of project in square feet
- g. Project cost
- h. Change order cost in dollars and percentage of the total construction cost. Identify what amount of the change orders were due to owner's requests.
- i. Completion date



- j. Contractor/construction manager
- k. Brief description of the project and unique attributes
- 1. MWBE Participation including dollar amount and percentages (both your Firm and the contractor's participation)
- m. Photographs of the projects listed

F. Cost Control

Outline cost estimating procedure, at what phases of the project, and to what detail cost estimates are complete. Describe your procedures related to project cost containment, value engineering, and lifecycle cost, as part of your planning and design considerations.

G. Quality Assurance

Outline the coordination process between the architect/engineer and consultants. Describe the review process to assure plans, specifications are complete and accurate prior to putting the documents out to bid.

H. Diversity

If Firm is designated as a Minority/Woman owned Business Enterprise, include appropriate documentation pertaining to NC Statewide Uniform Certification (SWUC). Describe methods Firm utilizes to ensure participation of Minority/Women owned businesses.

I. Financial/Legal

Provide financial statements for the last two years. Include a statement of the Firm's insurance coverage, including general liability, professional liability errors and omissions, automobile, and workers' compensation carried by the Firm. Describe any legal action brought against the Firm in the past five years and the resolution of the action if a final determination has been made.

J. Declaration

Submit a declaration under penalty of perjury by an authorized corporate officer or principal, stating that reasonable diligence has been used in preparation of the Statement of Qualifications submitted in response to the RFQ and that all information provided is true, correct, and complete.

Submit the complete qualifications submission in paper format to the following address no later than 2:00 pm on December 9, 2022:



Gaston County Schools Attn.: Morgen Houchard, Ed.D. RFQ for Eight Classroom Addition 943 Osceola Street Gastonia, NC 28053-1397

Any Firm mailing their qualifications must allow sufficient time to ensure receipt of their proposals by the date specified above.

<u>No</u> **cost proposals are to be submitted with the qualifications.** Cost proposals will be requested only after a consultant selection is made.

4 Evaluation Components

Statement of qualifications will be evaluated by a selection committee. The committee may include administrators, school staff, Board of Education members, or community members. A short list of Firms deemed to be the most highly qualified for the proposed project will be identified by the selection committee. The district may request additional information from the Firms on the short list and interviews may be scheduled. If deemed beneficial, some members of the selection committee may visit completed projects designed by the architect/engineer prior to the final selection recommendation and approval. The recommendation of the selection committee will be subject to a successful contract negotiation and approval of the Board of Education. If an agreement cannot be reached, the district reserves the right to negotiate with other qualified Firms.

Finalists for contract consideration by the district will be selected on the basis of qualifications and demonstrated competence as evidence by the information presented in the qualifications submittal. Evaluation of qualifications may include, but not limited to the following:

- 1. The consultants' understanding of the educational environment related to the project and qualifications to complete the services required.
- 2. The design team's previous experience, qualifications and competence on educational facility projects of similar size and scope.
- 3. Past performance on similar projects as evidenced by written references from owners.
- 4. Experience and qualifications of personnel assigned to the project.
- 5. Methodology used to achieve technical, management and project control.
- 6. Comprehensive nature of the qualifications submitted and the creativity displayed on past school projects.



- 7. Ability to communicate with the selection committee.
- 8. Knowledge of federal, state and local requirements.

5 General Conditions

The following items will be incorporated into, and made part of, the formal agreement: (1) GCS's RFQ and (2) the successful Firm's proposal.

5.1 Proposal/Qualifications Confidentiality

All proposals and qualifications submitted for GCS's consideration will be held in confidence. However, the resulting contract is subject to public inspection. Therefore, if a Firm believes that any information in its proposal constitutes a trade secret or should otherwise be treated as confidential and wishes such information not to be disclosed the Firm shall submit with its proposal a separate letter to the designated contact. The letter shall specifically identify the page number(s), line(s) or other appropriate designation(s) containing such information, explaining in detail why such information is a trade secret and formally requesting that such information be kept confidential. Failure by a Firm to submit such a letter will constitute a waiver by the Firm of any rights it may have relating to protection of trade secrets.

The proprietary nature of the information designated confidential by the Firm may be subject to disclosure if ordered by a court of competent jurisdiction.

5.2 Minority & Woman Owned Business Enterprises Participation

Qualified minority and woman owned businesses are encouraged to participate in the Request for Qualifications for this opportunity as well as any other GCS contracts.

5.3 Required Insurance

Liability

Prior to the commencement of work, the successful Firm will provide, at its sole cost and expense, Certificates of Insurance which shall remain in force throughout the term of the agreement, or any extension thereof. Such Certificates of Insurances shall be from an insurance company licensed by the North Carolina State Department of Insurance with a rating of at least "A-" as published with Standard & Poor's, and a liability insurance policy with limits no less than \$1,000,000 per claim. If during the term of the policy, the carrier's rating falls below "A-", the liability insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the State of North Carolina. Such policies shall name Gaston County Schools as an additional insured. The policy shall designate Gaston County Schools as the loss payee and shall contain a provision that Gaston County Schools shall receive at least thirty (30) days' notice prior to any material change, cancellation or expiration of any such policy.

Workers Compensation Insurance & Disability Benefits Coverage

All employees of the successful Firm shall be adequately and properly covered by Workers'



Compensation Insurance and Disability Benefits coverage for all work related to the resultant contract. Such policies shall name Gaston County Schools as an additional insured and are to be written by recognized and well-rated insurance companies authorized to transact business in the State of North Carolina. The successful Firm shall deliver certificates of such coverage, or proof that such coverage is not required, in the required format, as required by the Workers' Compensation Board not less than thirty (30) days prior to material change or cancellation of such coverage.

5.4 Contract Award

We expect that this procurement will be awarded during the month of February 2023, unless extended by GCS. The final decision will be made by the Board of Education.

5.5 Additional Terms & Conditions

This RFQ is subject to the following additional terms and conditions:

- 1. The resulting agreement shall be binding upon its execution by both parties.
- 2. The agreement may be revised at any time upon mutual consent of the parties in writing. Such written consent will not be effective until signed by both parties.
- 3. The relationship of the successful Firm to GCS shall be that of independent consultant.
- 4. Compliance with the post-employment restrictions of the Ethics in Government Act is required.
- 5. The submission of a proposal constitutes a binding offer to perform and provide said services.
- 6. In the event the successful Firm uses partners, subcontracts or subcontractors, the successful Firm will remain responsible for compliance with all specifications and performance of all obligations under the contract resulting from this RFQ. For the resulting agreement, the successful Firm will be the prime contractor.
- 7. GCS will not be liable for any costs associated with the preparation, transmittal, or presentation of any proposals or materials submitted in response to this RFQ.
- 8. Public announcements or news releases regarding this RFQ or any subsequent award of a contract must not be made by any Firm without the prior written approval of GCS.
- 9. The successful Firm is responsible for compliance with all applicable rules and regulations pertaining to cities, towns, counties and State where the services are provided, and all other laws applicable to the performance of the resulting contract. The successful Firm shall provide all necessary safeguards for safety and protection as set forth by the United States Department of Labor, Occupational Safety and Health Administration.



10. The successful Firm will be responsible for the work, direction and compensation of its employees, consultants, agents and contractors. Nothing in the resulting agreement or the performance thereof by the successful Firm will impose any liability or duty whatsoever on GCS including, but not limited to, any liability for taxes, compensation, commissions, Workers' Compensation, disability benefits, Social Security, or other employee benefits for any person or entity.

GCS reserves the right to:

- 1. Not accept any and all proposals received in response to this RFQ.
- 2. To terminate any resulting contract for: (1) unavailability of funds; (2) cause; (3) convenience; (4) in the event it is found that the certification filed by the Firm in accordance is found to be intentionally false or intentionally incomplete. Upon such finding, GCS may exercise its termination right by providing written notification to the Firm in accordance with the written notification terms of the contract.
- 3. Request certified audited financial statements for the past three (3) completed fiscal years and/or other appropriate supplementation including, but not limited to, interim financial statements and credit reports.
- 4. Contact any or all references.
- 5. Waive requirements or amend this RFQ upon notification to all Firms. Mandatory requirements may be eliminated if unmet by all Firms.
- 6. Negotiate with Firms responding to this RFQ within the requirements necessary to serve the best interests of GCS.
- 7. Begin contract negotiations with another Firm in order to serve the best interests of GCS, should GCS be unsuccessful in negotiating a contract with the successful Firm within an acceptable time frame.
- 8. Reject any or all portions of any offer, to negotiate terms and conditions consistent with the intent of GCS, and to make an award for any or all remaining portions.
- 9. Request clarifications from Firms for purposes of assuring a full understanding of responsiveness, and further to permit revisions from all Firms determined to be susceptible to being selected for contract award, prior to award.
- 10. Advise Firms of any objectionable employee(s) and/or subcontractor(s) and request their removal from the project. Such removal shall not be reasonably withheld by the Firm.
- 11. Terminate agreement with thirty (30) days written notice.