CUMBERLAND COUNTY
NORTH CAROLINA

Community Development

REQUEST FOR QUALIFICATIONS (RFQ)

DESIGN-BUILD SERVICES FOR TRANSITIONAL AND PERMANENT SUPPORTIVE HOUSING PROGRAM

Phoenix Place Permanent Supportive Housing and Robins Meadow Transitional Housing Redevelopment

Date of Issue: June 24, 2026

Pre-Submittal Site Walkthrough: June 30, 2026 at 10:00 AM

Questions Due Date: July 2, 2026 at 4:00 PM

Proposal Due Date: July 24, 2026 at 4:30 PM

Direct all inquiries concerning this RFQ to:

Rayshonia Manuel
Community Development Director

Email: cccdinfo@cumberlandcountync.gov

Phone: (910) 323-6112

Proposals shall be submitted in accordance with the terms and conditions of this RFQ and any addenda issued hereto.

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1.0 PURPOSE AND BACKGROUND

Cumberland County Community Development (the "County") requests Statements of Qualifications and related information from qualified design-build teams (each, a "Design-Builder") to provide integrated preconstruction, design, permitting, pricing, trade partner/subcontractor procurement, and construction services for the Phoenix Place Permanent Supportive Housing Project and the Robins Meadow Transitional Housing Redevelopment/Expansion Project.

The County is transitioning from a sequential design-bid-build delivery model to a design-build delivery model because of time constraints associated with the Phoenix Place funding and approval process. The County must complete the items required by the North Carolina Housing Finance Agency (NCHFA) for the Phoenix Place component before January 2027, including final plans and specifications, signed construction contract documents, energy efficiency documentation, accessibility certification, Section 3 certification, and other final commitment materials. The County has determined that a single integrated design-build team provides the best opportunity to coordinate design, cost estimating, permitting, NCHFA review, and construction-readiness within the required timeline.

The project includes two related components on a coordinated supportive housing campus:

- Schedule A - Phoenix Place: ten (10) new single-family, three-bedroom homes for permanent supportive housing. This component is funded with a combination of State and Federal funding, including HOME-American Rescue Plan (HOME-ARP) funds administered by HUD and SHARP funds provided through NCHFA, together with any County match or related project funds approved by the Board of Commissioners.
- Schedule B - Robins Meadow: redevelopment/expansion of the existing transitional housing program to exceed the current twelve (12) units, including rehabilitation/redevelopment of the front office/resource center at 503 Old Wilmington Road. This component is funded with local County funds unless otherwise modified by the County in writing.

The Phoenix Place and Robins Meadow parcels are co-located and will ultimately function as a coordinated supportive housing campus. The County intends to enter into a single design-build agreement, while maintaining separate schedules of work, budgets, schedules of values, invoicing, cost tracking, compliance documentation, and reporting for the federally/state-assisted Phoenix Place component and the locally funded Robins Meadow component.

Funding and compliance distinctions are summarized in Attachment J. The final contract may include separate notices to proceed or construction authorizations for each component to preserve grant compliance, NCHFA review requirements, environmental review conditions, budget control, and local/federal funding accountability.

Anticipated Project Budget. The anticipated total project budget is $9,083,715, consisting of $3,748,700 for Schedule A - Phoenix Place and $5,335,015 for Schedule B - Robins Meadow. The County may adjust allocations between eligible cost categories or project components only through authorized written action and, where applicable, NCHFA or HUD approval. The stated budget is not a representation that all funds will be included in the initial contract or construction authorization.

Minority Business, Small Business, and Section 3 Notice. Cumberland County has established a verifiable fifteen percent (15%) Minority Business Enterprise participation goal for the total value of building construction work. This is a good-faith participation goal and not a quota, set-aside, or basis for selecting the Design-Builder based on ownership status. The County and the selected Design-Builder shall comply with N.C.G.S. 143-128.2 and the County's minority business outreach requirements. For the federally assisted Phoenix Place component, the County and Design-Builder shall also provide the consideration and outreach required by 2 C.F.R. § 200.321 for small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms. Section 3 requirements are separate and shall apply as required by HUD regulations and the funding award.

This procurement is conducted pursuant to North Carolina law governing design-build procurement, including N.C.G.S. 143-128.1A and Article 3D of Chapter 143, and applicable federal procurement standards, including 2 CFR Part 200, Subpart D, as applicable to the federally assisted component. The County reserves the right to seek review, concurrence, or approval from NCHFA, HUD, the County Attorney, the County Finance Officer, or other reviewing authorities before award, contract execution, issuance of a notice to proceed, or approval of construction pricing.

2.0 PROPOSAL INSTRUCTIONS & REQUIREMENTS

2.1 REQUEST FOR QUALIFICATIONS DOCUMENT

The RFQ is comprised of the base RFQ document, all attachments, exhibits, appendices, and any addenda released before contract award. All attachments and addenda issued for this RFQ are incorporated by reference. By submitting a proposal, the vendor agrees to meet all stated requirements and comply with the specifications, terms, and conditions in this RFQ.

Vendors shall complete all attachments requiring vendor information and include an authorized signature where requested. Failure to include required documents or signatures may result in rejection of the proposal as non-responsive.

2.2 PROPOSAL SUBMITTAL

Proposals shall be received at the address indicated below **no later than July 24, 2026, at 4:30 PM**. This solicitation is being advertised for a 30-calendar-day period beginning June 24, 2026. It is the sole responsibility of the vendor to ensure physical delivery by the deadline. Any proposal received after the deadline will be rejected.

Mailing address for delivery of proposal via US Postal Service	**Office address of delivery by any other method (special delivery, overnight, or any other carrier)**
PROPOSAL TITLE: Phoenix Place Permanent Supportive Housing & Robins Meadow Transitional Housing Design-Build Services Cumberland County Community Development Attn: Rayshonia Manuel, Director PO Box 1829 Fayetteville, NC 28302-1829	*PROPOSAL TITLE:* Phoenix Place Permanent Supportive Housing & Robins Meadow Transitional Housing Design-Build Services Cumberland County Community Development Attn: Rayshonia Manuel, Director 707 Executive Place Fayetteville, NC 28305

Submit one (1) signed original proposal response, two (2) photocopies, and one (1) electronic copy on a flash drive. The electronic copy shall be in PDF format, not password protected, and capable of being copied to other media.

The proposal shall be submitted in a sealed package clearly marked with: (1) Vendor name; (2) RFQ title; and (3) due date and time.

Separate Unit Price/Fee Information. Vendors shall submit Attachment F in a separate sealed envelope marked "Separate Unit Price/Fee Information - Do Not Open With Qualifications." Attachment F will not be opened, reviewed, scored, or used in establishing the initial qualifications ranking. Before any federally funded construction phase is authorized, the County will document applicable compliance with 2 C.F.R. §§ 200.320 and 200.324, including cost or price analysis, open first-tier subcontractor competition, and any required HUD or NCHFA review.

All addendums and/or corrections will be posted on the Cumberland County Vendor Self Service site https://ccmunis.co.cumberland.nc.us/vss/Vendors/VBids/Default.aspx. The County anticipates posting responses and any necessary addendum by July 7, 2026 at 5:00 PM. If a final corrective addendum is needed, the County anticipates issuing it no later than July 9, 2026, at 5:00 PM. Vendors shall rely only on written material contained in an addendum.

2.3 RFQ QUESTIONS

Written questions shall be emailed to cccdinfo@cumberlandcountync.gov by **July 2, 2026, at 4:00 PM**. Vendors should enter "*RFQ Phoenix Place and Robins Meadow Design-Build Services: Questions*" as the subject line. Questions will not be answered by phone. Questions shall include a reference to the applicable RFQ section.

Questions received before the deadline, County responses, and any additional terms deemed necessary by the County will be posted by addendum to the Cumberland County Vendor Self Service site, https://ccmunis.co.cumberland.nc.us/vss/Vendors/default.aspx. The County anticipates posting responses and any necessary addendum by July 7, 2026, at 5:00 PM. If a final corrective addendum is needed, the County anticipates issuing it no later than July 9, 2026, at 5:00 PM. Vendors shall rely only on written material contained in an addendum.

2.4 PRE-SUBMITTAL SITE WALKTHROUGH

The County will conduct a non-mandatory pre-submittal site walkthrough on **June 30, 2026, at 10:00 AM** at **503 Old Wilmington Road, Fayetteville, NC 28301**. Attendance is strongly encouraged due to existing site conditions, the redevelopment/expansion of Robins Meadow, the integration of Phoenix Place and the front office/resource center, and the accelerated schedule associated with NCHFA final commitment requirements.

The walkthrough is for observation only. County staff may provide general site orientation; however, any questions requiring an official response must be submitted in writing in accordance with Section 2.3 RFQ Questions. Verbal statements made during the walkthrough shall not modify the RFQ and shall not be binding on the County. Any material clarifications, corrections, or additional information will be issued only by written addendum and made available to all prospective proposers.

Failure to attend the walkthrough will not disqualify a proposer. Each proposer remains responsible for reviewing the RFQ, all addenda, available site information, and applicable requirements before submitting a response.

2.5 RFQ TERMS & CONDITIONS

It shall be the vendor's responsibility to read the instructions, the County's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFQ, and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFQ.

Questions, issues, or exceptions regarding any term, condition, or other component within this RFQ, must be submitted as questions in accordance with the instructions in Section 2.3 RFQ Questions. Vendor's proposal shall constitute a firm offer.

If a vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this RFQ, about whether specific language proposed as a modification is acceptable to or will be considered by the County. It is the County's sole discretion to accept or reject requested modifications and/or exceptions.

2.6 MINORITY BUSINESS, SMALL BUSINESS, AND SECTION 3 REQUIREMENTS

The County's fifteen percent (15%) MBE participation goal applies to the construction work. At the SOQ stage, respondents shall submit the outreach plan described in Section 4.2. The statutory affidavits and identification forms in Attachment N are included in this RFQ but are not required with the initial SOQ because first-tier trade packages and subcontractors have not yet been selected under Project Team Selection Option B.

Before soliciting first-tier subcontractor bids, the selected Design-Builder shall submit a project-specific MBE/HUB compliance plan for County approval. The Design-Builder shall then conduct and document the outreach, notifications, open competition, good-faith efforts, and federal business consideration measures required by Attachment N. The applicable Identification of Minority Business Participation form and Affidavit A or Affidavit B shall be submitted with each construction pricing or GMP package as directed by the County. Affidavit C or Affidavit D and supporting documentation shall be submitted within the time established by the County after first-tier bids are received.

No respondent will receive a preference or evaluation credit merely because of ownership status. Evaluation will focus on the respondent's demonstrated compliance capacity, outreach strategy, and ability to perform the required good-faith and federal consideration steps. Nothing in this RFQ requires award of a contract or subcontract to a firm that is not responsible, responsive, qualified, properly licensed, or competitively priced under the applicable selection method.

3.0 NOTICES TO VENDOR

3.1 PROHIBITED COMMUNICATIONS AND CONFIDENTIALITY

PROHIBITED COMMUNICATION: Each vendor submitting a proposal, including its representatives, subcontractors, and suppliers, is prohibited from having any communication with any employees or members of the board of commissioners of the County except those employees of the County's Department as designated in this RFQ. A vendor who does not comply with this provision may be disqualified from award of a contract.

CONFIDENTIAL INFORMATION: The proposal must not contain any information marked as "confidential" or as a "trade secret" or in any other manner as to indicate that it is information protected by the Trade Secrets Protection Act (the "Act") as set out in Article 24 of Chapter 66 of the North Carolina General Statutes**, unless the vendor has noticed the County Department of its intent to designate any information in the proposal as such and received permission from the County Department to do so in writing.** Vendor's notice to the County Department must be in writing and must describe the information for which confidentiality is requested and explain how the information is a "trade secret" as defined in G.S. § 66-152(3). If the County Department determines the information for which confidentiality is requested is a "trade secret" covered by the Act, it will notify the vendor how to mark the information in the proposal and will identify the measures that County will take to protect the confidentiality of the information. Vendor's submission of a proposal after receipt of this notice from the County Departments shall be deemed to be acceptance of the County Department's statement of how it will maintain confidentiality. If the County Department determines the information for which confidentiality is requested is not a "trade secret" covered by the Act, it will notify vendor of that determination. Any proposal marked with any information as "confidential" or as a "trade secret" or in any other manner as to indicate that it is information protected by the Act in violation of this section shall be regarded as not responsive to the request for qualifications and shall not be considered.

3.2 PROPOSAL COMPLIANCE

It is in the best interest of vendors to submit proposals that are clear, concise, and easily understood. Proposals should provide information essential for a straightforward and concise description of vendor capabilities to satisfy the requirements of the RFQ specifications.

Vendor may include any optional data not provided for elsewhere and considered to be pertinent to this bid as an addendum.

Vendors are urged and cautioned to read the RFQ completely through as noncompliance with requirements may result in bid rejection. Section 4.0 requirements and request for information must be in the same order with the same titles as listed in Section 4.0. Vendor proposals should be easy to follow and all sections should be easily identified.

The specifications included in this package describe the services that the County feels are necessary to meet the performance requirements of this RFQ and shall be considered the minimum standards expected of the Proposer. However, the specifications are not intended to exclude potential bidders.

If the vendor is unable to meet any of the specifications as outlined therein, vendors are advised to submit questions and concerns regarding the specifications during the question and answer period described in Section 2.3.

If the vendor does not indicate or submit questions or concerns regarding the specifications, the County shall assume it is able to fully comply with these specifications. The County shall be the sole and final judge of compliance with all specifications.

The County further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations.

3.3 PROPOSAL EVALUATION PROCESS

The County shall review all responses to this RFQ to confirm responsiveness and minimum qualifications. Following evaluation, the County will rank the three most highly qualified Design-Builders. The County is not required to hold interviews; however, it may interview some or all respondents and may request clarification of information submitted. Qualifications and technical information will be evaluated without access to Attachment F.

After the final qualifications ranking, staff will attempt to negotiate scope, terms, and fair and reasonable compensation with the highest-ranked firm and develop a mutually acceptable contract for County approval. If the County and the highest-ranked firm cannot reach agreement, the County will formally terminate negotiations and proceed to the next highest-ranked firm. Fee information for lower-ranked firms shall remain sealed until the County begins negotiations with that firm.

The County reserves the right to reject any and all proposals.

Three-Response Requirement. If fewer than three responses are received from qualified Design-Builders after the first solicitation, the County shall solicit again in accordance with N.C.G.S. 143-128.1A(d). If fewer than three qualified responses are received after the second solicitation, the County may proceed with evaluation and negotiations with the highest-ranked qualified Design-Builder.

3.4 EVALUATION CRITERIA

Responsive Statements of Qualifications will be evaluated solely on qualifications using the criteria below. Attachment F will not be scored or considered in the qualifications ranking. Compliance and outreach are evaluated based on the respondent's plan and demonstrated capacity, not on the ownership status of the respondent or its team members:

1.	Firm Qualifications	15 points
2.	Relevant Experience	25 points
3.	Project Approach, Schedule, Compliance, and Outreach	25 points
4.	Project Team Qualifications and Option B Selection Strategy	30 points
5.	Firm References	5 points
6.	TOTAL	100 points

3.5 METHOD OF AWARD

The County will use a qualifications-based design-build selection process consistent with N.C.G.S. 143-128.1A and Article 3D of Chapter 143. The County will rank firms based on qualifications, relevant experience, technical approach, schedule, compliance capacity, team qualifications, the required Project Team Selection Option B strategy, and references. Price or fee information will not be used to establish the qualifications ranking.

The County may shortlist and conduct interviews and may request additional information before establishing final rankings. Under Project Team Selection Option B, each respondent shall identify the licensed contractor or contractors and design professionals proposed for the project and shall outline its strategy for open selection of first-tier subcontractors under Article 8 of Chapter 143. The selected Design-Builder may self-perform some work with its own employees but shall not enter into negotiated contracts with first-tier subcontractors. After ranking, the County may negotiate a design-build agreement, preconstruction services, construction-phase terms, schedule, fees, general conditions, and a GMP or other mutually acceptable pricing structure with the highest-ranked firm. Construction-phase authorization for the federally assisted component will remain conditioned on open trade competition, cost or price analysis, funding availability, and required NCHFA or HUD review.

No award is final and no contract is binding until approved by the Cumberland County Board of Commissioners or other authorized County official, executed by the parties, and pre-audited by the Finance Officer as required by N.C.G.S. 159-28. The County may require NCHFA, HUD, County Attorney, or other grantor review before execution or before issuance of a construction Notice to Proceed.

Anticipated Solicitation and Selection Schedule. RFQ Release: June 24, 2026; Pre-Submittal Site Walkthrough: June 30, 2026 at 10:00 AM; Questions Due: July 2, 2026 at 4:00 PM; Anticipated Addendum/Responses: July 7, 2026 by 5:00 PM; Final Corrective Addendum, if needed: July 9, 2026 by 5:00 PM; Proposals Due: July 24, 2026 at 4:30 PM; Responsiveness Review: July 27, 2026; Evaluation Committee Review: July 28-31, 2026; Shortlist/Interview Notice, if needed: August 3, 2026; Interviews, if needed: August 5-6, 2026; Final Ranking Target: August 7, 2026; Negotiations Target: August 10-21, 2026; Committee/Board consideration: August or September 2026, subject to County meeting schedules. All dates after proposal submission are anticipated and subject to change by the County.

4.0 SCOPE OF WORK & VENDOR'S PROPOSAL CONTENT REQUIREMENTS

4.1 SCOPE OF WORK

Cumberland County Community Development seeks a qualified Design-Builder (single firm or team under a single contract) to provide full preconstruction and construction services for the Phoenix Place permanent supportive housing and Robins Meadow transitional housing redevelopment/expansion. The Design-Builder shall deliver coordinated, code-compliant plans and specifications; obtain required permits and approvals; support NCHFA final commitment requirements; competitively and lawfully procure/manage trade partners and subcontractors; and construct the project through substantial and final completion.

Time is of the essence. Within ten (10) business days of Notice to Proceed for preconstruction/design services, the Design-Builder shall submit a detailed milestone schedule for County approval showing kickoff, programming, due diligence, 30/60/90/100% design milestones, NCHFA review points, permitting, GMP or construction pricing, construction authorization, construction phases, substantial completion, and final completion.

A. OBJECTIVES

1. Deliver a coordinated supportive housing campus that meets County program needs and integrates Phoenix Place, Robins Meadow, and 503 Old Wilmington Road into a functional and compatible development.

2. Complete all Design-Builder-supported NCHFA final commitment items for Phoenix Place before January 2027, including final plans and specifications, signed construction contract documentation, energy efficiency documentation, accessibility certification, Section 3 compliance certification, and related submission materials.

3. Maintain separate cost tracking, schedules of values, invoices, documentation, and compliance treatment for Schedule A (Phoenix Place - state/federal funding) and Schedule B (Robins Meadow - local funding).

4. Maximize unit yield at Robins Meadow while preserving community character and operational continuity, with a net gain beyond the existing twelve (12) transitional units.

5. Provide accessible, durable, maintainable, and energy-conscious housing that complies with applicable Fair Housing Act, ADA, Section 504, State building code, local permitting, and NCHFA requirements.

6. Use preconstruction estimating, value engineering, constructability review, phasing, and risk management to control cost and schedule.

7. Incorporate environmental review conditions, Section 3 requirements, NCHFA requirements, and federal contract clauses into applicable design and construction documents.

8. Preserve the County's ability to review, approve, reject, phase, or defer portions of the work based on funding, grant approvals, NCHFA requirements, Board action, or budget constraints.

B. TASKS

Task 1 - Project Initiation and Management

- Conduct project kickoff; confirm scope, budget assumptions, schedule, communication protocols, deliverables, decision-making process, and reporting requirements.
- Prepare a Project Management Plan including schedule control, cost control, risk register, quality management, document control, and meeting cadence.
- Establish separate project accounting and reporting for Phoenix Place and Robins Meadow, including schedules of values, budget codes, invoices, and compliance documentation.

Task 2 - Due Diligence and Existing Conditions

- Perform site reconnaissance, data collection, utility coordination, existing building review, code review, and assessment of permitting requirements.
- Assess the Robins Meadow buildings and 503 Old Wilmington Road front office/resource center for renovation, addition, replacement, or demolition/rebuild options.
- Identify required surveys, geotechnical investigations, utility locates, hazardous materials review, environmental documentation, or other studies needed for design, permitting, or NCHFA review.

Task 3 - Programming and Concept/Schematic Design

- Confirm the program for Phoenix Place units, Robins Meadow units, front office/resource center, parking, utilities, circulation, open space, and phasing.

- Develop concept alternatives showing building locations, unit mix, pedestrian and vehicular circulation, utilities, drainage, parking, landscaping, and phasing logic.

- Prepare schematic plans, floor plans, conceptual elevations, code/accessibility strategy, outline specifications, preliminary schedule, and order-of-magnitude estimate.

Task 4 - Design Development and NCHFA Coordination

- Advance the selected concept and coordinate architecture, structure, civil, landscape, MEP/FP/IT systems, accessibility, energy efficiency, phasing, and constructability.

- Prepare and coordinate materials required for NCHFA review of the Phoenix Place component, including plan/specification submissions, responses to review comments, accessibility documentation, and energy efficiency coordination.

- Update the cost estimate, value-engineering log, phasing plan, and permitting checklist.

Task 5 - Construction Documents and Permitting

- Prepare complete, coordinated construction documents suitable for permitting, NCHFA review/approval, subcontractor procurement, and construction.

- Incorporate applicable federal and state contract clauses, environmental review conditions, Section 3 requirements, accessibility requirements, and NCHFA plan requirements in the applicable documents.

- Support City/County plan review, utility approvals, building permits, and other permits; respond to comments and revise documents as needed.

Task 6 - NCHFA Final Commitment Support for Phoenix Place

- Coordinate with the County, NCHFA, Architect of Record, energy consultant/verifier, and other professionals to prepare and support submission of all final commitment materials required by NCHFA.

- Required materials may include final plans and specifications; signed construction contract; signed energy efficiency contract or energy consultant documentation; Architect's Certificate of Compliance with applicable accessibility codes; Section 3 Compliance Certification; construction schedule; project budget; and any other NCHFA-required documents.

- The Design-Builder shall incorporate NCHFA review comments and shall not proceed with Phoenix Place construction activities without County authorization and any required NCHFA approval/final commitment.

Task 7 - Trade Partner/Subcontractor Procurement and Open-Book Pricing

- Develop scopes of work and bid packages; conduct broad trade partner outreach; solicit and publicly or openly receive competitive first-tier subcontractor bids in accordance with Article 8 of Chapter 143;

manage trade RFIs; document bid receipt and evaluation; and maintain an open-book pricing record for County review. Consistent with Project Team Selection Option B, the Design-Builder shall not negotiate first-tier subcontracts, although it may self-perform portions of the work with its own employees as permitted by law and the final contract.

- Comply with applicable North Carolina public construction requirements; the County's fifteen percent (15%) MBE participation goal; good-faith efforts under N.C.G.S. 143-128.2; federal consideration steps under 2 C.F.R. § 200.321; Section 3 requirements; and any project-specific procurement requirements. The Design-Builder shall not use ownership status as a substitute for responsibility, responsiveness, qualifications, licensure, or competitive pricing.

- Prepare a proposed GMP, lump sum, or other mutually acceptable pricing structure with supporting documentation, schedules of values, alternates, allowances, contingencies, general conditions, and basis of pricing.

Task 8 - Construction Execution and Administration

- Plan, coordinate, and manage construction activities after County authorization and any required grantor/NCHFA approvals.

- Manage submittals, RFIs, schedule updates, pay applications, change proposals, inspections, testing, meetings, safety coordination, and quality control.

- Maintain separate documentation for Phoenix Place and Robins Meadow and support County monitoring, Section 3 reporting, labor standards review if triggered, environmental documentation, and grant closeout records.

Task 9 - Phasing and Temporary Operations

- Develop and maintain a phasing and temporary operations plan to minimize disruption to essential services, case management/front office functions, and residential operations.

- Include temporary access, accessibility, safety, resident/staff coordination, swing space, staging, logistics, and utility continuity.

Task 10 - Closeout, Warranty, and Post-Construction Support

- Provide punch lists, record drawings, O&M manuals, warranties, permits, certificates of occupancy, final inspections, testing documentation, energy/accessibility documentation, and all closeout materials required by County, NCHFA, HUD, and local authorities.

- Provide warranty-period assistance for up to twelve (12) months from final completion, including follow-up visits if requested by the County.

4.2 VENDOR'S PROPOSAL REQUIREMENTS

The vendor's proposal must include the required information below and shall be tabbed using the titles identified in this section. Vendors should keep responses clear, direct, and responsive. A precise one-to-one match with every project component is not required; the County is seeking capable teams with relevant experience, capacity, and a credible delivery approach.

A. FIRM QUALIFICATIONS

Provide a brief summary of the proposed Design-Builder's legal structure, capacity, licensure, insurance, and qualifications to deliver a project of this type and scale. Identify whether the team is a single firm, joint venture, prime contractor with design professionals, or another lawful arrangement. Describe the firm's compliance infrastructure for State construction requirements, HUD/NCHFA requirements, Section 3, MBE/HUB participation, and the federal business consideration steps in 2 C.F.R. § 200.321.

B. RELEVANT EXPERIENCE

Share representative projects that demonstrate experience with housing, supportive housing, transitional housing, community facilities, design-build, occupied campus work, infill development, or federally/state-assisted construction. Note the client, general scope, your role, and how the experience informs this project.

C. PROJECT APPROACH & SCHEDULE

Describe the proposed approach to preconstruction, design, NCHFA coordination, permitting, cost control, phasing, risk management, federal/state/local compliance, open first-tier subcontractor procurement, construction, and project closeout. Provide a high-level schedule showing how the team will complete NCHFA-required Phoenix Place items before January 2027. Include a project-specific MBE/HUB, small business, veteran-owned business, labor surplus area firm, and Section 3 outreach strategy that explains the concrete steps the firm will take, the staff responsible, the records that will be maintained, and how the firm will coordinate State and Federal requirements without using prohibited quotas or preferences.

D. PROJECT TEAM QUALIFICATIONS

Introduce key personnel and roles, including the Design-Build Project Executive, Project Manager, Superintendent, licensed contractor or contractors, Architect of Record, key engineering disciplines, cost/pricing lead, compliance lead, and key subconsultants known at the SOQ stage. Include short bios or resumes, license or registration information, and general availability. In accordance with Project Team Selection Option B under N.C.G.S. 143-128.1A(c)(8)b., provide: (1) a list of the licensed contractors and design professionals proposed for the project; (2) an outline of the strategy for open selection of first-tier subcontractors under Article 8 of Chapter 143; and (3) the completed certification in Attachment M. Each design professional, including subconsultants, must have been selected based on demonstrated competence and qualifications without regard to fee.

E. FIRM REFERENCES

Provide at least three (3) owner/client references for comparable services, including name, title, organization, telephone, email, and the related project.

F. SEPARATE UNIT PRICE/FEE INFORMATION

Provide the requested unit price and fee information in Attachment F. Attachment F shall be submitted in a separate sealed envelope and will not be opened or considered during the qualifications evaluation and ranking.

G. REQUIRED ATTACHMENTS

Submit completed Attachments B through G and Attachment M, together with any additional forms requested by addendum. Attachment F shall be submitted in a separate sealed envelope. Attachment N contains MBE/HUB forms and requirements; unless otherwise directed by addendum, the affidavits in Attachment N are not due with the initial SOQ and will be required during first-tier subcontractor procurement and construction pricing.

H. MBE/HUB AND FEDERAL BUSINESS OUTREACH PLAN

Provide a concise, project-specific plan addressing: the County's 15% MBE goal; outreach to certified and potentially eligible firms; trade-package structuring; notification and document access at least ten days before first-tier bid deadlines; bonding, insurance, credit, joint-check, and quick-pay assistance; documentation of negotiations and selections; the six consideration steps in 2 C.F.R. § 200.321; Section 3 coordination; and monthly utilization reporting. The plan will be evaluated as part of the Project Approach criterion.

5.0 CONTRACT TERMS AND CONDITIONS

5.1 IRAN DIVESTMENT ACT

As provided in N.C.G.S. 147-86.55-69, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the North Carolina State Treasurer pursuant to G.S. 147-86.57(6) c, is ineligible to contract with the State of North Carolina or any political subdivision of the State.

5.2 E-VERIFY

CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

5.3 DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

The CONTRACTOR certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each CONTRACTOR to monitor compliance with this restriction. Contracts valued at less than $1,000.00 are exempt from this restriction.

5.4 CONTRACT CHANGES

Contract changes shall be implemented only by written amendment or approved change order executed by the County and Contractor. Changes affecting the federally assisted component must also comply with applicable grant, NCHFA, HUD, and 2 CFR Part 200 requirements. The COUNTY of Cumberland shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.

5.5 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of contract award (the "Effective Date"). The CONTRACTOR shall begin work under the Contract within fifteen (15) business days of the Effective Date.

At the end of the Contract's current term, the COUNTY shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of two additional one-year terms.

5.6 RECORDS

The CONTRACTOR awarded this contract shall maintain adequate records to document and justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion of the contract resulting from this RFQ. The COUNTY shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of this contract. This information shall be made accessible at the CONTRACTOR's place of business to the COUNTY, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction and audit without limitation or restriction.

5.7 INVOICES

Invoices shall be submitted to Cumberland County Administration, Attn: Tye Vaught, Chief of Staff, P.O. Box 1829, Fayetteville, NC 28302, or as otherwise stated in the final contract. Invoices must separately identify Phoenix Place and Robins Meadow work, funding source, schedule of value line item, and supporting documentation.

5.8 PAYMENT TERMS

The CONTRACTOR will be paid net thirty (30) calendar days after the CONTRACTOR'S invoice is approved by the COUNTY.

5.9 APPROPRIATION OF FUNDS

The parties intend that contractual performances by either party beyond the first fiscal year after execution of this agreement be contingent upon continued funding and appropriation by the County Board of Commissioners. Therefore, services provided and payments due under this agreement will be provided on a year-to-year basis contingent upon continued funding and appropriation. The fiscal year for Cumberland County begins on July 1 and ends on June 30.

5.10 FINANCIAL STABILITY

CONTRACTOR warrants that it has the financial capacity to perform and to continue to perform its obligations under the contract; that CONTRACTOR has no constructive or actual knowledge of an actual or potential legal proceeding being brought against CONTRACTOR that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

5.11 INSURANCE:

Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR and is of the essence of this Contract. All such insurance shall meet all applicable laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR'S liability and obligations under the Contract. During the term of the Contract, the CONTRACTOR at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract.

5.12 BONDS

The Design-Builder shall provide performance and payment bonds as required by North Carolina law, including Article 3 of Chapter 44A, and as required by the final contract.

5.13 GENERAL INDEMNITY

The CONTRACTOR shall hold and save the COUNTY, 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 CONTRACTOR in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the CONTRACTOR provided that the CONTRACTOR is notified in writing within 30 days that the COUNTY has knowledge of such claims. The CONTRACTOR represents and warrants that it shall make no claim of any kind or nature against the COUNTY's agents who are involved in the delivery or processing of CONTRACTOR goods or services to the COUNTY. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

5.14 NON-WAIVER OF RIGHTS

The COUNTY'S failure to insist upon the strict performance of any provision of this contract or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this contract.

5.15 ENTIRE CONTRACT

This contract formally entered into by the parties after the vendor is selected constitutes the entire understanding of the parties. In the event of a conflict between the COUNTY'S contract terms and the CONTRACTOR'S contract terms, the COUNTY'S terms shall be the overriding determining factor.

5.16 CONTRACT CANCELLATION

Termination of this contract shall be in accordance with the Termination Clause contained in Attachment H.

5.17 LAWS AND ORDINANCES

The contract will be governed by North Carolina law, except where federal law governs the federally assisted component.

5.18 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its business and performance. Whether specified explicitly or not, this contract incorporates by reference the applicable provisions required by 2 C.F.R. §200.327 and Appendix II to 2 C.F.R. Part 200 (Required Contract Provisions), which are attached and incorporated herein as Attachment H. To ensure compliance with all federal requirements, additional terms and conditions may be added to the final executed contract by the County. If any applicable federal terms are modified during the contract period, such requirements shall be deemed incorporated herein as of their effective date.

5.19 COUNTY PROJECT MANAGER

The County may assign an internal Project Manager to oversee design and construction, coordinate stakeholders, monitor performance, and review deliverables. Such oversight does not relieve the Design-Builder or its design professionals of professional duties, construction responsibilities, warranty obligations, or contractual liability.

5.20 NCHFA APPROVAL AND FINAL COMMITMENT

For the Phoenix Place component, final plans and specifications are subject to NCHFA review and approval. The Design-Builder shall support the County in obtaining NCHFA final commitment and shall provide or coordinate all required NCHFA documents, including the signed construction contract, energy efficiency contract or verifier documentation, Architect's Certificate of Compliance with accessibility codes, Section 3 Compliance Certification, final plans and specifications, and related documents. No deviation from NCHFA-approved plans/specifications may occur without County approval and any required NCHFA approval.

5.21 COST SEGREGATION AND FUNDING ACCOUNTABILITY

The Contractor shall segregate costs, invoices, schedules of values, change orders, backup documentation, and reporting for Schedule A (Phoenix Place) and Schedule B (Robins Meadow). Costs shall not be shifted between schedules without prior written County approval and, where applicable, grantor or NCHFA approval.

5.22 ASSIGNMENT AND SUBCONTRACTING

The CONTRACTOR shall not assign or subcontract the work, or any part thereof, without the previous consent of Cumberland County, nor shall it assign, by power of attorney, operation of law, or otherwise, any moneys payable under the Contract without prior written consent of the COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.

If the CONTRACTOR proposes to subcontract work in this Project, the subcontractor and the activity in this project are to be identified in the proposal. CONTRACTOR shall perform at least 50% of work. All subcontractors must be approved by the COUNTY and must conform to and comply with the same terms, standards and specifications applicable to the contracting firm. For first-tier construction subcontracts, the Design-Builder shall additionally comply with Project Team Selection Option B, Article 8 of Chapter 143, the approved open subcontractor selection plan, and Attachment N. To the extent any general subcontracting provision conflicts with the statutory open-selection requirements applicable to first-tier subcontractors, the statutory requirements and the final County-approved procurement plan shall control.

The CONTRACTOR shall be fully responsible and accountable to the COUNTY for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by him.

5.23 DISPUTE RESOLUTION

CONTRACTOR and COUNTY shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner. If an informal resolution cannot be achieved to attempt to mediate the conflict between the CONTRACTOR and the COUNTY, all litigation shall be commenced in the appropriate division of the General Court of Justice in Cumberland County, North Carolina.

5.24 CONTRACTOR REPRESENTATIONS

CONTRACTOR warrants that qualified personnel shall provide services under this Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry. CONTRACTOR agrees that it will not enter any agreement with a third party that may abridge any rights of the COUNTY under this Contract.

If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for CONTRACTOR'S proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, CONTRACTOR will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the CONTRACTOR to provide and deliver the Services and Deliverables.

CONTRACTOR certifies that it has not previously or currently:

a. Had any criminal felony conviction, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of CONTRACTOR, its officers or directors, or any of its employees or other personnel to provide services on this project, of which CONTRACTOR has knowledge.

b. Had any regulatory sanctions levied against CONTRACTOR or any of its officers, directors or its professional employees expected to provide services on this project by any governmental regulatory agencies within the past three years. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings.

c. Had any civil judgments against CONTRACTOR during the three (3) years preceding submission of its proposal herein.

Any personnel or agent of the CONTRACTOR performing services under any contract arising from this RFQ may be required to undergo a background check at the expense of the CONTRACTOR, if so requested by the COUNTY.

The COUNTY may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the COUNTY may request acceptable substitute personnel or terminate the contract services provided by such personnel.

6.0 PROTEST PROCEDURES

Any potential or actual vendor objecting to the award of a contract resulting from this RFQ, or to another matter relating to the solicitation and selection process, may file a written protest. The protest must state the detailed legal and factual grounds and include copies of relevant documents. Protests must be filed with the Cumberland County Purchasing Department at CumberlandPurchasing@cumberlandcountync.gov no later than 3:00 PM on the tenth (10th) day after notification of award. The County will issue a written determination and may, in its discretion, stay award or performance while the protest is pending. See Attachment A, Item 15.

Attachments to this RFQ begin on the next page.

ATTACHMENT A: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to vendors or elsewhere in this RFQ document.

2. **DISQUALIFICATION:** Cumberland County reserves the right to disqualify any firm upon reasonable evidence of collusion with intent to defraud or to commit any other illegal practices on the part of the firm. Failure to comply with applicable state laws concerning insurance or bonding may also be grounds for disqualification.

3. **LATE PROPOSALS**: Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the vendor's sole responsibility to ensure delivery at the designated office by the designated time.

4. **PRE-SUBMITTAL SITE WALKTHROUGH: A non-mandatory pre-submittal site walkthrough will be held on June 30, 2026, at 10:00 AM at 503 Old Wilmington Road, Fayetteville, NC 28301. See Section 2.4 for requirements. Attendance is strongly encouraged but not required.**

5. **ACCEPTANCE AND REJECTION:** The County reserves the right to reject any and all proposals, to waive minor informality in proposals and to reject proposal with non-minor informalities, based on the sole discretion of the County.

6. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.

7. **GIFTS:** Gifts and favors to the County of any kind in any amount are prohibited.

8. **SUSTAINABILITY**: To support the sustainability efforts of the County of Cumberland we solicit your cooperation in this effort. All copies of the proposal are printed double-sided.

9. **HISTORICALLY UNDERUTILIZED BUSINESSES: Cumberland County has established a verifiable fifteen percent (15%) MBE participation goal for building construction work and requires good-faith efforts consistent with N.C.G.S. 143-128.2. For the federally assisted component, respondents and the selected Design-Builder must also provide the consideration required by 2 C.F.R. § 200.321 for small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms. The goal is not a quota or set-aside and does not authorize selection of an unqualified, nonresponsive, nonresponsible, or noncompetitive firm. See Sections 2.6 and 4.2 and Attachment N.**

10. **INFORMAL COMMENTS:** The County shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the County during the competitive process or after award. The County is bound only by information provided in this RFQ and in formal Addenda issued through the State's EVP site and the County's Vendor Self Service website.

11. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by vendor in preparing or submitting offers are the Vendor's sole responsibility; the County of Cumberland will not reimburse any vendor for any costs incurred.

12. **VENDOR'S REPRESENTATIVE:** Each vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.

13. **SUBCONTRACTING:** The Contractor shall not assign or subcontract the work, or any part thereof, without

the previous consent of Cumberland County, nor shall it assign, by power of attorney, operation of law, or otherwise, any moneys payable under the Contract without prior written consent of the County.

If the vendor proposes to subcontract work in this project, the subcontractor and the activity in this project are to be identified in the proposal.

All subcontractors must be approved by the County and must conform to and comply with the same terms, standards and specifications applicable to the contracting firm.

The vendor shall be fully responsible and accountable to the County for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by him.

14. **INSPECTION AT VENDOR'S SITE:** The County reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective vendor prior to Contract award, and during the Contract term as necessary for the County 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.

15. **PROTEST PROCEDURES: Any potential, or actual, vendor objecting to the award of a contract resulting from the issuance of this RFQ may file a protest of the award of the contract, or any other matter relating to the process of soliciting qualifications and proposals. Such a protest must be filed in writing and contain a detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents. All protests must be filed with the Cumberland County Purchasing Department CumberlandPurchasing@cumberlandcountync.gov . The protest shall be filed no later than 3:00 PM of the tenth (10th) day after notification of award. The County will issue a written determination. Nothing herein obligates the County to delay or rescind an award; the County may, at its discretion, stay award or performance pending resolution.**

16. **EQUAL OPPORTUNITY:** Vendors shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees).

17. **AFFIRMATIVE ACTION**: The vendor will take affirmative action in complying with all Federal and County requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

18. **VENDOR REGISTRATION**: Vendors are not required to register as a vendor in our system in order to submit a bid; however, registration is recommended so that vendor information is available for future opportunities. New vendors can register by visiting the following URL: https://ccmunis.co.cumberland.nc.us/vss/Vendors/default.aspx.

This Space is Intentionally Left Blank

ATTACHMENT B: EXECUTION OF PROPOSAL

EXECUTION

In compliance with this Request for Qualifications (RFQ), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned vendor certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

_______ The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFQ.

_______ This proposal was signed by an authorized representative of the Contractor.

_______ The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

_______ All labor costs associated with this project have been determined, including all direct and indirect costs.

_______ The potential Contractor agrees to the conditions as set forth in this RFQ with no exceptions.

_______ Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing RFQ, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

Failure to complete, execute/sign (E-signature or handwritten) proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED.

<table>
<tr><td colspan="4">VENDOR:</td></tr>
<tr><td colspan="2">STREET ADDRESS:</td><td>P.O. BOX:</td><td>ZIP:</td></tr>
<tr><td colspan="2">CITY & COUNTY & ZIP:</td><td>TELEPHONE NUMBER:</td><td>TOLL FREE TEL. NO:</td></tr>
<tr><td colspan="4">PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):</td></tr>
<tr><td colspan="2">PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:</td><td colspan="2">FAX NUMBER:</td></tr>
<tr><td>VENDOR'S AUTHORIZED SIGNATURE:</td><td>DATE:</td><td colspan="2">EMAIL:</td></tr>
</table>

ATTACHMENT C: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: ____

The undersigned hereby certifies that: [check all applicable boxes]

☐ The vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: ____________________

☐ The vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

☐ The vendor is current in all amounts due for payments of federal and County taxes and required employment-related contributions and withholdings.

☐ The vendor is not the subject of any current litigation or findings of noncompliance under federal or County law.

☐ The vendor has no findings in any past litigation, or findings of noncompliance under federal or County law that may impact in any way its ability to fulfill the requirements of this Contract.

☐ He or she is authorized to make the foregoing statements on behalf of the vendor.

Note: This is a continuing certification and vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, vendor shall explain the reason in the space below:

____
Signature Date

____
Printed Name Title

[This Certification must be signed by an individual authorized to speak for the vendor]

ATTACHMENT D: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, ______________________, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

____
Signature of Contractor's Authorized Official

____
Name and Title of Contractor's Authorized Official

____
Date

ATTACHMENT E: NONCOLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT State of North Carolina County of Cumberland

____________________________, being first duly sworn, deposes and says that:

l. He/She is the ___________________ of ___________________________, the proposer that has submitted the attached proposal.

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

3. Such proposal is genuine and is not a collusive or sham proposal.

4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Cumberland or any person interested in the proposed contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature ____

Printed Name: ____________________________

Title: ____________________________________

Date: ___________________________________

Subscribed and Sworn to Before Me,

This ______ day of ___________________, _____

Notary Public _____________________________

My Commission Expires: ____________________

ATTACHMENT F: SEPARATE UNIT PRICE/FEE INFORMATION FORM

This Attachment shall be submitted in a separate sealed envelope marked "Separate Unit Price/Fee Information - Do Not Open With Qualifications." It will not be opened, reviewed, scored, or used in the initial qualifications ranking. Following final ranking, the County may open the highest-ranked firm's envelope for negotiation, cost or price analysis, and documentation of fair and reasonable compensation. Lower-ranked envelopes will remain sealed unless the County formally terminates negotiations with higher-ranked firms and begins negotiations with the next firm. This form does not require a final GMP or lump-sum construction price at the SOQ stage unless modified by addendum.

Vendors shall complete the following to the extent applicable. Provide explanations for any item marked N/A. The County may clarify, negotiate, or request supplemental information.

Item	**Proposed Unit Price/Fee Information**
Preconstruction/design services fee or fee methodology	
Design-Builder fee for construction services (percentage or fixed methodology)	
General conditions fee/rate structure	
Overhead and profit methodology for change orders	
Bond and insurance cost methodology	
Construction contingency methodology	
Hourly rates for key personnel, if used for additional services	
Other reimbursables/allowances, if any	

____
Signature of Contractor's Authorized Official

____
Name and Title of Contractor's Authorized Official

____
Date

ATTACHMENT G: CERTIFICATION REGARDING BUILD AMERICA, BUY AMERICA ACT (BABAA)

Certification for FEMA Financial Assistance Programs Subject to BABAA

The undersigned certifies, to the best of his or her knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the Phoenix Place Permanent Supportive Housing and Robins Meadow Transitional Housing Redevelopment project that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Contractor, ________________________, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

____
Signature of Contractor's Authorized Official

____
Name and Title of Contractor's Authorized Official

____
Date

ATTACHMENT H: FEDERAL REQUIRED CONTRACT CLAUSES

!IMPORTANT NOTE! The clauses below may not be modified or deleted under any circumstance. These are required contract clauses mandated by the Federal Government.

This ***Attachment H*** is incorporated into the Service Contract between the County and the Contractor. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. All references to the "Contractor" or "Company" or "Vendor" or "Provider" shall be deemed to mean the Contractor.

This Contract may be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. The Contractor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.CFR Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its sub-contractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

1. <u>Drug Free Workplace Requirements</u>

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All contractors entering into federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

2. <u>Contractor Compliance</u>

The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.

3. <u>Conflict of Interest</u>

The Contractor must disclose in writing any potential conflict of interest to the County of Cumberland or pass through entity in accordance with federal policy.

4. <u>Mandatory Disclosures</u>

The Contractor must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

5. <u>Energy Conservation</u>

The Contractor and Subcontractors agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

6. Clean Air Act and The Federal Water Pollution Control Act

Clean Air Act:

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act:

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. Access to Records and Reports

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

8. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the recipient or subrecipient, contractor, or any other party pertaining to any matter resulting from the contract.

9. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

10. Changes

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor's failure to do so shall constitute a material breach of the contract.

11. Termination

(1) ***Termination Without Cause***. The County may immediately terminate this Agreement at any time without cause by giving 30 days' written notice to the Contractor.

(2) ***Termination for Default by Either Party***. By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

Any dishonest reporting or inaccurate representation of material will be grounds for immediate termination. Inadequate staffing and trucking may also be grounds for termination.

(3) ***Additional Grounds for Default Termination by the County.*** By giving written notice to the Contractor, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

The Contractor makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Contractor's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or

The Contractor takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

(4) ***Cancellation of Orders and Subcontracts***. In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Contractor shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.

(5) ***No Effect on Taxes, Fees, Charges, or Reports***. Any termination of the Agreement shall not relieve the Contractor of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Contractor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Contractor from any claim for damages previously accrued or then accruing against the Contractor.

(6) ***Obligations Upon Expiration or Termination.*** Upon expiration or termination of this Agreement, the Contractor shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new vendor access to the systems, software, infrastructure, or processes of the Contractor that are necessary to migrate the Services to a new vendor; and (d) refund to the County all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

(7) ***No Suspension***. In the event that the County disputes in good faith an allegation of default by the Contractor, notwithstanding anything to the contrary in this Agreement, the Contractor agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

(8) ***Authority to Terminate***. The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.

(9) ***Audit.*** During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Contractor necessary to evaluate Contractor's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Contractor. However, if non-compliance is found that would have cost the County in excess of $5,000 but for the audit, then the Contractor shall be required to reimburse the County for the cost of the audit.

12. <u>Remedies</u>

(1) Liquidated Damages: The County and the Contractor acknowledge and agree that the County may incur costs if the Contractor fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.

(2) Right to Cover: If the Contractor fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Contractor is again able to resume performance under this Agreement; and

Deduct any and all reasonable expenses incurred by the County in obtaining or performing the Services from any money then due or to become due the Contractor and, should the County's reasonable cost of obtaining or performing the services exceed the amount due the Contractor, collect the difference from the Contractor.

(3) Right to Withhold Payment. If the Contractor materially breaches any provision of this Agreement, the County shall have a right to withhold all payments due to the Contractor with respect to the services that are the subject of such breach until such breach has been fully cured.

(4) Specific Performance and Injunctive Relief. The Contractor agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor hereby agrees that the County may seek an order granting specific performance of such obligations of the Contractor in a court of competent jurisdiction in Cumberland County, North Carolina. The Contractor further consents to the County seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Contractor breaches the Agreement in any material respect.

(5) Setoff. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.

(6) Other Remedies. Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

13. <u>Debarment and Suspension</u>

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

14. <u>Equal Employment Opportunity</u>

During the performance of this contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

15. <u>Davis-Bacon Requirements</u>

(1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, contractors are required to pay wages not less than once a week.

16. <u>Copeland "Anti-Kickback" Act</u>

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

17. <u>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)</u>

Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of $32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.

(3) Withholding for unpaid wages and liquidated damages.

(i) *Withholding Process.* The Owner may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A conractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

<u>Further Compliance with the Contract Work Hours and Safety Standards Act</u>

(1) The contractor or subcontractor shall maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.

(2) Records to be maintained under this provision must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

18. <u>Rights to Inventions Made Under a Contract or Agreement</u>

Patent and Rights in Data

Contracts involving experimental, developmental, or research work.

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(1) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

(2) Any subject data developed under that contract, whether or not a copyright has been obtained; and

(3) Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part.

(4) When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance.

(5) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(6) Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(7) Data developed by the Purchaser or Contractor and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(8) Unless determined otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

(9) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor 's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(10) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor 's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

19. <u>Procurement of Recovered Materials</u>

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule.
- Meeting contract performance requirements.
- At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program .

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(4) The Contractor should, to the greatest extend practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

20. Safeguarding Personal Identifiable Information:

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

21. DHS Seal, Logo, and Flags

The County and Contractor or Subcontractors must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g. FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

22. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

23. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

24. Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause-

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after

Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing-

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; and

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

25. <u>Domestic Preference for Procurements</u>

The contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

26. <u>Build America, Buy America Act (BABAA)</u>

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to County with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58 §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

27. <u>Build America, Buy America Act Preference</u>

Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117-58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.

28. <u>Affirmative Socioeconomic Steps</u>

The Contractor is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible.

29. <u>Creating Good Jobs</u>

Pursuant to FEMA Information Bulletin No. 520, the Contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the Contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The Contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable. https://www.dol.gov/sites/dolgov/files/goodjobs/Good-Jobs-Summit-Principles-Factsheet.pdf

30. <u>Buy Clean</u>

The Contractor is encouraged to use environmentally friendly construction practices in the performance of this Agreement. In particular, the Contractor is encouraged that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.

31. <u>License and Delivery of Works Subject to Copyright and Data Rights</u>

The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures, or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

32. <u>Retention Requirements</u>

All documents must be retained for a **<u>minimum of three (3) years</u>** from the date of submission of the final federal financial report (SF-425). There are several exceptions to this rule which can be found in 2 CFR § 200.334.

ATTACHMENT I: DESIGN-BUILD DETERMINATION AND STATUTORY CRITERIA

This attachment documents the County's written criteria supporting use of the design-build delivery method for this project pursuant to N.C.G.S. 143-128.1A. This attachment may be used as part of the administrative record and may be refined before final release or Board action.

Required Criterion	County Determination
1. Ability to define project requirements before RFQ	The County has defined the project site, program components, required housing types, campus goals, accessibility requirements, funding split, and NCHFA/HUD compliance expectations sufficiently to solicit qualified design-build teams. Final design details will be developed through preconstruction/design services.
2. Time constraints	The County is under a tight timeline to complete NCHFA-required Phoenix Place final commitment items before January 2027. Design-build is needed to compress the sequential design-bid-build process and coordinate design, pricing, permitting, and NCHFA review.
3. Ability to ensure quality	Quality will be addressed through qualifications-based technical evaluation, licensed design professionals, County review of design milestones, NCHFA plan/specification approval for Phoenix Place, permitting, inspections, quality control plans, and closeout requirements.
4. County oversight capability	The County may assign an internal Project Manager and will coordinate with County Management, Community Development, Finance, Legal, NCHFA, HUD, and permitting authorities.

5. Good-faith efforts for minority/small businesses	The County will implement its adopted minority business outreach requirements and 15% MBE participation goal; post and distribute project opportunities; notify potentially eligible firms and organizations; make procurement documents available; participate in pre-bid or outreach activities; document contacts and results; review the Design-Builder's project-specific compliance plan; and monitor affidavits, subcontract awards, utilization, substitutions, and payments. The selected Design-Builder must perform the good-faith efforts in N.C.G.S. 143-128.2 and the federal consideration steps in 2 C.F.R. § 200.321, including solicitation-list inclusion, direct solicitation, feasible trade packaging, participation-supportive schedules, use of SBA/MBDA and similar organizations, and flow-down to subcontractors. Section 3 outreach and reporting will be administered separately for the HUD-assisted component.
6. Comparison of advantages/disadvantages	Design-build offers schedule compression, early cost input, constructability review, phasing coordination, and single-point accountability. Disadvantages include reduced design completion before contractor selection and the need for strong County oversight, open-book pricing, and clear cost segregation. The County finds the advantages outweigh the disadvantages due to the NCHFA deadline and the need for coordinated campus delivery.
Anticipated project budget	The anticipated total project budget is $9,083,715: $3,748,700 for Phoenix Place and $5,335,015 for Robins Meadow.
Project team selection	The County requires Project Team Selection Option B under N.C.G.S. 143-128.1A(c)(8)b. Respondents must identify licensed contractors and design professionals and provide an open first-tier subcontractor selection strategy under Article 8. Negotiated first-tier subcontracts are not permitted.
Qualifications responses	The County will rank the three most highly qualified Design-Builders. If fewer than three qualified responses are received after the first solicitation, the County will re-solicit. If fewer than three are received after the second solicitation, the County may proceed with the qualified responses received.

ATTACHMENT J: FUNDING AND COMPLIANCE MATRIX

Project Component	Funding Source	Primary Compliance Treatment	Notes
Schedule A - Phoenix Place Permanent Supportive Housing	State/Federal funding, including HOME-ARP/HUD, SHARP/NCHFA, and County match. Amount: $3,748,700.	Subject to applicable HUD/HOME-ARP, NCHFA SHARP, 2 CFR Part 200, environmental review, Section 3, accessibility, civil rights, BABA determination, and labor standards determination.	NCHFA final plans/specifications approval and final commitment materials required before construction authorization.
Schedule B - Robins Meadow Transitional Housing Redevelopment/Expansion	Local County funding. Source and amount: $5,335,015.	Subject to North Carolina public construction law, County procurement/contracting requirements, local permitting, building code, accessibility, and County policy.	Federal requirements do not apply to this component unless federal funds are later added or unless a requirement applies contract-wide by law, grant condition, or County decision.

ATTACHMENT K: NCHFA FINAL COMMITMENT CHECKLIST

The Design-Builder shall support the County in preparing, coordinating, and responding to NCHFA requirements for the Phoenix Place component. The list below is based on known requirements and may be updated by NCHFA, HUD, or the County.

_____ Final plans and specifications for Phoenix Place submitted to and approved by NCHFA.

_____ Signed construction contract or design-build construction phase amendment, as required by NCHFA.

_____ Signed energy efficiency contract or energy consultant/verifier documentation required by NCHFA.

_____ Architect’s Certificate of Compliance with applicable accessibility codes.

_____ Section 3 Compliance Certification and related documentation.

_____ Project budget, sources and uses, construction schedule, and cost estimates required by NCHFA.

_____ Evidence of environmental clearance and/or reevaluation, if required.

_____ Permitting and plan review status documentation.

_____ Any additional documents identified in the NCHFA conditional commitment letter, SHARP requirements, or NCHFA review comments.

ATTACHMENT L: ENVIRONMENTAL CLEARANCE SUMMARY AND APPENDIX REFERENCE

The County has environmental review materials on file for the Phoenix Place component. The full Environmental Review Record (ERR) is maintained by Cumberland County Community Development and is available for public review upon request, consistent with applicable HUD requirements. The County may include the Environmental Clearance Packet as an appendix to the final RFQ, including the FONSI/NOI-RROF, RROF, AUGF, and NCHFA environmental clearance/notice to proceed documentation.

The Design-Builder shall not undertake or cause any physical activity, demolition, construction, acquisition, leasing, repair, conversion, or other choice-limiting action until the County issues written authorization and confirms that the activity is consistent with the completed ERR and any required reevaluation. Any proposed change in scope, location, funding source, activity, phasing, or site disturbance that may affect environmental review must be reported to the County immediately.

Appendix Documents:

- FONSI/NOI-RROF
- Request for Release of Funds (RROF)
- Authority to Use Grant Funds (AUGF)
- NCHFA Environmental Clearance / Notice to Proceed Letter
- Any ERR mitigation measures, conditions, or reevaluation documentation applicable to the final design-build scope

ATTACHMENT M: PROJECT TEAM SELECTION OPTION B AND QBS CERTIFICATION

This Attachment must be completed and submitted with the Statement of Qualifications. The County has selected Project Team Selection Option B under N.C.G.S. 143-128.1A(c)(8)b.

Design-Builder: ____

Authorized Representative: ____

Telephone/Email: ____

A. PROPOSED LICENSED CONTRACTORS AND DESIGN PROFESSIONALS

Role/Discipline	Firm	NC License/Registration No.	Key Person

B. OPEN FIRST-TIER SUBCONTRACTOR SELECTION STRATEGY

Describe the strategy the Design-Builder will use to openly solicit, receive, evaluate, and award first-tier subcontractor bids under Article 8 of Chapter 143. Address public notice, prequalification if any, trade packaging, bid receipt, responsiveness and responsibility review, MBE/HUB and federal outreach, documentation, County oversight, and treatment of self-performed work.

C. CERTIFICATIONS

☐ The firms listed above are the licensed contractors and design professionals presently proposed for the project.

☐ Each design professional and design subconsultant was selected based on demonstrated competence and qualifications without regard to fee, consistent with N.C.G.S. 143-64.31.

☐ The Design-Builder will openly select first-tier subcontractors in accordance with Article 8 of Chapter 143 and will not enter into negotiated contracts with first-tier subcontractors.

☐ The Design-Builder may self-perform only work permitted by law, the RFQ, and the final contract, and will separately identify self-performed scopes in its procurement plan and pricing.

☐ The Design-Builder will obtain prior written County approval before changing key licensed contractors or design professionals identified in this response.

☐ The information provided in this Attachment is accurate and complete to the best of the undersigned’s knowledge.

Signature of Authorized Official: ____

Printed Name and Title: ____

Date: _________________________________

ATTACHMENT N: MBE/HUB AND FEDERAL BUSINESS OUTREACH REQUIREMENTS AND FORMS

This Attachment is incorporated into the RFQ and the resulting contract. It coordinates the County's State-law MBE/HUB obligations, the County's 15% MBE goal, the federal consideration steps in 2 C.F.R. § 200.321, and Section 3 obligations. The State-law affidavits are included now so all respondents understand the later construction-pricing requirements.

1. APPLICABLE GOAL AND NONDISCRIMINATION

The County's verifiable MBE participation goal is fifteen percent (15%) of the total value of building construction work. The goal is implemented through outreach, open opportunity, good-faith efforts, documentation, and monitoring. It is not a quota, set-aside, or automatic preference. Contracts and subcontracts must be awarded under the applicable responsibility, responsiveness, qualifications, licensure, and competitive-pricing requirements. Federal funding does not create a separate percentage goal in this RFQ; instead, 2 C.F.R. § 200.321 requires consideration of the identified business categories through the steps stated below.

2. REQUIREMENTS AT THE SOQ STAGE

☐ Submit the project-specific outreach plan required by Section 4.2.H.

☐ Describe prior MBE/HUB, small business, veteran-owned business, labor surplus area firm, and Section 3 outreach and utilization experience.

☐ Identify the compliance lead responsible for State affidavits, federal outreach records, Section 3 reporting, and subcontractor monitoring.

☐ Do not submit Affidavits A-D with the initial SOQ unless required by addendum.

3. REQUIREMENTS BEFORE AND DURING FIRST-TIER SUBCONTRACTOR PROCUREMENT

☐ Submit a project-specific MBE/HUB and federal outreach plan for County approval before releasing first-tier bid packages.

☐ Identify feasible trade packages and avoid unnecessarily large or restrictive packages that inhibit competition or participation.

☐ Include eligible small, minority, women-owned, veteran-owned, labor surplus area, and Section 3 businesses on solicitation lists and directly solicit them when they are potential sources.

☐ Provide plans, specifications, scopes, bid requirements, and special requirements sufficiently in advance, including the ten-day notices required for applicable State good-faith efforts.

☐ Use appropriate organizations, including the NC HUB Office, minority trade and contractor organizations, SBA, MBDA, and Section 3 resources.

☐ Offer or document available assistance involving bonding, insurance, credit, joint checks, material pricing, and quick-pay arrangements when appropriate.

☐ Document all contacts, solicitations, responses, negotiations, selections, rejections, substitutions, and payments.

☐ Require subcontractors to apply the federal consideration steps to lower-tier subcontracts as applicable.

4. TIMING OF STATE FORMS

With each construction pricing/GMP submission or first-tier bid award package, as directed by the County, the Design-Builder shall submit the Identification of Minority Business Participation form and either Affidavit A or Affidavit B. If the identified participation equals or exceeds the 15% goal, Affidavit C shall be submitted within the time stated by the County. If participation is below the goal, Affidavit D and complete supporting good-faith documentation shall be submitted within the time stated by the County. Within 30 days after construction award or authorization, the Design-Builder shall submit the final list of identified subcontractors. Failure to submit required forms and documentation may result in rejection of the construction pricing package, withholding of construction authorization, or other remedies permitted by law or contract.

ATTACHMENT N-1: IDENTIFICATION OF MINORITY BUSINESS PARTICIPATION

Project: Phoenix Place Permanent Supportive Housing and Robins Meadow Transitional Housing Redevelopment

Design-Builder/Bidder: ____

Construction Pricing or Bid Package: ____

Total Package Amount: $____________________________

Minority Business	Category	Scope/Trade	Dollar Value	Percent of Package

Total MBE Participation: $____________________ Percentage: ___________%

Categories may include those qualifying under N.C.G.S. 143-128.2. Attach additional pages if necessary.

Signature of Authorized Official: ____

Printed Name and Title: ____

Date: ______________________________

DO NOT COMPLETE OR SUBMIT THIS FORM WITH THE INITIAL STATEMENT OF QUALIFICATIONS. This form will be required during first-tier subcontractor procurement, construction pricing, GMP development, construction authorization, or payment administration, as applicable.

ATTACHMENT N-2: AFFIDAVIT A – LISTING OF GOOD-FAITH EFFORTS

State of North Carolina | County of Cumberland

Affidavit of: ____

The undersigned certifies that the bidder/design-builder made the good-faith efforts checked below. A minimum of 50 points is required under the State point system, subject to current law and rules. Supporting documentation must be attached.

- ☐ (10 points) Contacted minority businesses reasonably expected to submit a quote, using State or local lists and other known sources, at least ten days before the applicable bid deadline and notified them of the nature and scope of work.
- ☐ (10 points) Made plans, specifications, scopes, and requirements available for review or provided them to prospective minority businesses at least ten days before bids were due.
- ☐ (15 points) Broke down or combined work into economically feasible units to facilitate minority business participation.
- ☐ (10 points) Worked with minority trade, community, or contractor organizations identified by the NC HUB Office or included in the procurement documents.
- ☐ (10 points) Attended pre-bid or outreach meetings scheduled by the public owner.
- ☐ (20 points) Provided assistance in obtaining required bonding or insurance or provided appropriate alternatives.
- ☐ (15 points) Negotiated in good faith with interested minority businesses and documented sound reasons for rejection when a firm was not selected.
- ☐ (25 points) Provided assistance involving equipment, loan capital, lines of credit, joint-pay arrangements, letters of credit, or supplier pricing.
- ☐ (20 points) Negotiated joint-venture or partnership arrangements with minority businesses when possible.
- ☐ (20 points) Provided quick-pay agreements or policies to assist minority contractors and suppliers with cash-flow demands.

Total Points Claimed: __________

Signature of Authorized Official: ____

Printed Name and Title: ____

Date: _____________________________

Notary: Subscribed and sworn before me this ____ day of _______________, 20____.

Notary Public: _________________________ Commission Expires: _____________

DO NOT COMPLETE OR SUBMIT THIS FORM WITH THE INITIAL STATEMENT OF QUALIFICATIONS. This form will be required during first-tier subcontractor procurement, construction pricing, GMP development, construction authorization, or payment administration, as applicable.

ATTACHMENT N-3: AFFIDAVIT B – INTENT TO PERFORM CONTRACT WITH OWN WORKFORCE

State of North Carolina | County of Cumberland

Affidavit of: ____

The undersigned certifies that the bidder/design-builder will perform all work under the applicable construction contract or bid package with its own current workforce and will not subcontract any portion of that work. This affidavit may be used only when the firm in fact customarily performs and will perform all work in the identified package with its own forces. It does not eliminate the open-selection requirements for other first-tier packages or the County's right to verify workforce capacity.

Package/Scope: ____

Estimated Dollar Value: $_______________________

Explain the workforce, equipment, licenses, and capacity supporting self-performance:

Signature of Authorized Official: ____

Printed Name and Title: ____

Date: _____________________________

Notary: Subscribed and sworn before me this ____ day of _______________, 20____.

Notary Public: _________________________ Commission Expires: _____________

DO NOT COMPLETE OR SUBMIT THIS FORM WITH THE INITIAL STATEMENT OF QUALIFICATIONS. This form will be required during first-tier subcontractor procurement, construction pricing, GMP development, construction authorization, or payment administration, as applicable.

ATTACHMENT N-4: AFFIDAVIT C – PARTICIPATION EQUAL TO OR ABOVE THE GOAL

State of North Carolina | County of Cumberland

Affidavit of: ____

The undersigned certifies that the portion of the applicable construction pricing package to be performed by minority businesses equals or exceeds the County's 15% goal. The firms, scopes, dollar values, and percentages are identified on Attachment N-1 and are incorporated into this affidavit. The undersigned understands that these commitments become contractual obligations and may not be changed without prior written County approval and good cause.

Total Construction Pricing/Package: $___________________________

Total MBE Commitment: $________________________

MBE Percentage: ____________%

Signature of Authorized Official: ____

Printed Name and Title: ____

Date: _____________________________

Notary: Subscribed and sworn before me this ____ day of _______________, 20____.

Notary Public: _________________________ Commission Expires: _____________

DO NOT COMPLETE OR SUBMIT THIS FORM WITH THE INITIAL STATEMENT OF QUALIFICATIONS. This form will be required during first-tier subcontractor procurement, construction pricing, GMP development, construction authorization, or payment administration, as applicable.

ATTACHMENT N-5: AFFIDAVIT D – PARTICIPATION BELOW THE GOAL AND GOOD-FAITH DOCUMENTATION

State of North Carolina | County of Cumberland

Affidavit of: ____

The undersigned certifies that the identified MBE participation is below the County's 15% goal, but that the bidder/design-builder made the required good-faith efforts. Attachment N-1, Affidavit A, and complete supporting documentation are attached and incorporated. The County will evaluate the quantity, intensity, timing, and results of the documented efforts.

Total Construction Pricing/Package: $___________________________

Total MBE Commitment: $________________________

MBE Percentage: _____________%

Explain any additional circumstances affecting participation and identify attached documentation:

Signature of Authorized Official: ____

Printed Name and Title: ____

Date: _____________________________

Notary: Subscribed and sworn before me this ____ day of ________________, 20____. Notary Public: _________________________ Commission Expires: ______________

DO NOT COMPLETE OR SUBMIT THIS FORM WITH THE INITIAL STATEMENT OF QUALIFICATIONS. This form will be required during first-tier subcontractor procurement, construction pricing, GMP development, construction authorization, or payment administration, as applicable.

ATTACHMENT N-6: MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Design-Builder/Contractor: ____

Project/Package: ____

Pay Application No.: __________________ Period: __________________________

MBE Firm	Category	Paid This Period	Paid to Date	Total Committed

Signature of Authorized Official: ____

Printed Name and Title: ____

Date: ______________________________

Submit with each applicable pay request and final payment. Attach explanations for any variance from committed participation.

DO NOT COMPLETE OR SUBMIT THIS FORM WITH THE INITIAL STATEMENT OF QUALIFICATIONS. This form will be required during first-tier subcontractor procurement, construction pricing, GMP development, construction authorization, or payment administration, as applicable.