



Community Development

**REQUEST FOR QUALIFICATIONS (RFQ) ARCHITECTURAL AND
ENGINEERING SERVICES FOR TRANSITIONAL AND
PERMANENT SUPPORTIVE HOUSING PROGRAM**

Date of Issue: December 19, 2025

Questions Due Date: December 29, 2025 at 3:00 PM

Proposal Due Date: January 7, 2026 at 4:30 PM

Direct all inquiries concerning this RFQ to:

Tye Vaught

Chief of Staff & Interim Community Development Director

Email: tvaught@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 (SOQ) from architectural and engineering (A/E) firms to provide professional services for (i) Phoenix Place—ten (10) single-family three-bedroom homes for permanent supportive housing, and (ii) Robins Meadow—redevelopment/expansion of transitional housing to exceed the current twelve (12) units (includes front-office rehabilitation/redevelopment). The campus parcels are collocated.

Funding sources include HOME-American Rescue Plan (HOME-ARP) administered by HUD and Supportive Housing American Rescue Plan (SHARP) funds provided through the North Carolina Housing Finance Agency (NCHFA). The purpose of HOME-ARP is to provide housing and supportive services for qualifying populations (e.g., homeless, at risk of homelessness, fleeing domestic violence, or otherwise vulnerable) as defined by HUD.

2.0 PROPOSAL INSTRUCTIONS & REQUIREMENTS

2.1 REQUEST FOR QUALIFICATIONS DOCUMENT

The RFQ is comprised of the base RFQ document, any attachments, and any addenda released before contract award. All attachments and addenda released for this RFQ in advance of any contract award are incorporated herein by reference. By submitting a proposal, the vendor agrees to meet all stated requirements in this section as well as any other specifications, requirements and terms and conditions stated in this RFQ. If a vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the County to receive a better proposal, the vendor is urged and cautioned to submit these items in the form of a question during the question-and-answer period in accordance with Section 2.3.

Vendors shall populate all attachments of this RFQ that require the vendor to provide information and include an authorized signature where requested. Failure to include required documents and/or signatures, where requested, will result in rejection of submitted proposals.

2.2 PROPOSAL SUBMITTAL

Proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below.

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)
<p style="text-align: center;"><i>PROPOSAL TITLE:</i></p> <p style="text-align: center;">Phoenix Place Permanent Supportive Housing & Robins Meadow Transitional Housing Redevelopment</p> <p style="text-align: center;">Cumberland County Community Development Attn: Tye Vaught, Interim Director PO Box 1829 Fayetteville, NC 28302-1829</p>	<p style="text-align: center;"><i>PROPOSAL TITLE:</i></p> <p style="text-align: center;">Phoenix Place Permanent Supportive Housing & Robins Meadow Transitional Housing Redevelopment</p> <p style="text-align: center;">Cumberland County Community Development Attn: Tye Vaught, Interim Director 707 Executive Place Fayetteville, NC 28305</p>

IMPORTANT NOTE: All proposals shall be physically delivered to the office address listed above on or before the proposal deadline regardless of the method of delivery. All risk of late arrival due to unanticipated delay—whether delivered by email, hand, U.S. Postal Service, courier or other delivery service is entirely on the vendor. It is the sole

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responsibility of the vendor to have the proposal to the County department specified by the specified time and date of opening. Any proposal received after the proposal submission deadline will be rejected.

- a) Submit **one (1) signed, original executed** proposal response, two (2) of photocopies, one (1) electronic copies on flash drives.
- b) Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFQ number; and (3) the due date. Address the package(s) for delivery as shown in the table above. Proposals will be subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.
- c) The electronic copies of your proposal must be provided on flash drives. The files **shall NOT** be password protected, shall be in .PDF or .XLS format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel.

All proposal 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> . Vendors who submit a notice of intent to bid to cccdinfo@cumberlandcountync.gov will receive addendums by email.

2.3 RFQ QUESTIONS

Written questions shall be emailed to cccdinfo@cumberlandcountync.gov by December 29, 2025, 3:00 PM. Vendors should enter “RFQ Phoenix Place Permanent Supportive Housing & Robins Meadow Transitional Housing Redevelopment: Questions” as the subject for the email. Questions will not be answered by phone. Question submittals should include a reference to the applicable RFQ section.

Questions received prior to the submission deadline date, the County’s response, and any additional terms deemed necessary by the County will be posted in the form of an addendum to the Cumberland County Vendor Self Service Site, <https://ccmunis.co.cumberland.nc.us/vss/Vendors/default.aspx> and shall become an Addendum to this RFQ. **Vendors who submit an intent to bid will receive addendums by email.** Vendors shall rely *only* on written material contained in an Addendum to this RFQ. **Vendors should not contact any other County employees, besides those listed above, during the bid process. Vendors who contact any other County employees may be disqualified.**

Any questions considered minute in nature or that point to an error in the RFQ or that the County determines will produce information required in order for all vendors to submit a responsible proposal, may be answered at the County’s discretion after the specified date and time. Such questions that are received after the deadline are not guaranteed to be answered and if the questions qualify as “minute in nature” shall be determined at the sole discretion of the County.

2.4 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.

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 that they meet the specifications and requirements of the RFQ. The County shall not be required to hold interviews; however, depending on the number of responses and the information contained in the responses, the County may decide to conduct interviews with firms of its choice. The County reserves the right to request clarification of information submitted. Vendors may be required to provide a demonstration upon request.

Once proposals have been evaluated, staff will attempt to negotiate a scope and fee with the top ranked firm and develop a mutually agreed upon contract for County approval. If for any reason the County and the selected firm cannot agree on a scope, fee, terms, or any other matter, the County will enter into negotiations with the next most qualified firm.

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

3.4 EVALUATION CRITERIA

All qualified proposals will be evaluated and award made based on considering the following criteria to result in an award most advantageous to the County:

- 1. Firm Qualifications 20 points
 - 2. Relevant Experience 25 points
 - 3. Project Approach including Schedule 15 points
 - 4. Project Team Qualifications 25 points
 - 5. Firm References 15 points
- 100 points

3.5 METHOD OF AWARD

Selection and negotiation of scope/fee will follow N.C.G.S. 143-64.31. If negotiations fail with the top-ranked firm, the County may proceed to the next firm.

4.0 SCOPE OF WORK & VENDOR’S PROPOSAL CONTENT REQUIREMENTS

4.1 SCOPE OF WORK

Cumberland County Community Development seeks a qualified Architect/Engineer (A/E) to provide full planning, design, engineering, permitting, bidding/procurement support, and construction administration services for the Phoenix Place permanent supportive housing (10 new single-family homes) and the Robins Meadow transitional housing redevelopment/expansion (net gain beyond 12 units) on a co-located campus, including rehabilitation/redevelopment of the front office/resource center at 503 Old Wilmington Road. The A/E shall deliver complete, code-compliant, bid-ready construction documents and support the County through bidding and construction in accordance with federal grant requirements. Time is of the essence due to funding and occupancy goals; the selected firm shall submit a milestone schedule (kickoff; programming; 30/60/90/100% submittals; permitting; bidding) for County approval within 10 business days of Notice to Proceed (NTP).

A. OBJECTIVES

1. Deliver HUD/NCHFA-compliant design that meets all applicable federal requirements (e.g., civil rights/accessibility, Section 3, environmental conditions from the approved ERR) and State/local codes.
2. Maximize unit yield at Robins Meadow while maintaining neighborhood compatibility and a cohesive campus; achieve a net gain beyond the existing 12 units.
3. Provide universally accessible, durable, and maintainable housing with compliant routes, entries, public/common areas, and usable kitchens/baths.
4. Integrate campus site planning (parking, pedestrian circulation, open space, lighting, utilities, drainage) across Phoenix Place, Robins Meadow, and 503 Old Wilmington Road.
5. Control cost and schedule through progressive estimating, value engineering, and a realistic phasing plan that minimizes disruption to ongoing services.
6. Produce clear, coordinated, bid-ready documents suitable for competitive procurement and construction in accordance with County, HUD, and NCHFA requirements.
7. Support federal labor standards (if triggered) and other federal compliance during bidding and construction.
8. Ensure energy code compliance and operating efficiency, meeting or exceeding the applicable IECC in effect at permitting; propose options for above-code performance if requested by the County.

B. TASKS

The Scope is performance-based. At minimum, the A/E shall perform and deliver the following tasks and work products. The County may modify, add, or delete tasks during negotiations consistent with the RFQ.

Task 1 – Project Initiation & Management

- Kickoff; confirm scope, budget, schedule, communication plan, and deliverables; establish file and submittal protocols.
- Develop a compliance matrix mapping applicable requirements (e.g., Fair Housing Act design & construction, Section 504/24 CFR part 8, ADA as applicable, 24 CFR part 58 mitigation/conditions, Section 3/24 CFR part 75, Davis-Bacon trigger check under 24 CFR 92.354, and 2 CFR part 200 Appendix II construction clauses to be embedded in the future construction IFB/contract).
- Quality Management Plan (QMP) with interdisciplinary coordination milestones.

Task 2 – Due Diligence & Existing Conditions

- Site reconnaissance, data collection, and coordination with County's civil engineer.
- Robins Meadow: building assessments (structural/architectural/MEP) with written findings; identify renovation vs. demolition/rebuild options and constraints.
- 503 Old Wilmington Rd front office/resource center assessment (reuse/renovation/addition vs. replacement) including code and systems conditions.
- Identify required surveys, geotechnical investigations, utility locates, and special studies; procure through County if outside A/E base services (with County approval).

Task 3 – Programming & Concept/Schematic Design (SD)

- Space program confirmation for housing and front office/resource center.

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- Campus concept alternatives (min. two) showing building locations, unit mix, circulation, parking, open space, utilities, and phasing logic.
- Schematic floor plans and conceptual elevations for typical units and community buildings.
- **SD Deliverables:** narrative, code analysis, preliminary accessibility strategy, outline specs, Class 4–5 order-of-magnitude cost estimate, and SD schedule update.

Task 4 – Design Development (DD)

- Advance selected concept; coordinate architecture, structure, civil, landscape, and MEP/IT systems; preliminary finishes and details; equipment/fixture schedules.
- DD Deliverables: drawings at DD level; updated code and accessibility matrices; utility coordination letters; Class 3 estimate; value-engineering log; draft phasing plan; preliminary permitting checklist.

Task 5 – Construction Documents (CDs)

- Full, coordinated drawings/specifications suitable for competitive bidding, including details, schedules, dimensions, and product performance requirements.
- Accessibility & Civil Rights: incorporate FHA design & construction requirements; Section 504 features; ADA Title II/III requirements as applicable; provide an Accessibility Compliance Matrix.
- Energy & Durability: document compliance with the applicable IECC; specify durable, maintainable materials and systems.
- Federal Clauses: include required construction contract provisions (to be issued with the County’s construction IFB), prevailing wage decisions if Davis-Bacon is triggered, Section 3 notes, submittal and testing requirements, and reporting forms.
- CD Deliverables: 90% and final CDs; final specifications; Class 1–2 estimate; permit-ready submittal set; updated phasing and logistics plan.

Task 6 – Permitting & Agency Coordination

- Support County through City/County plan review, zoning/building permits, utility approvals, and any external agency reviews; respond to comments and revise documents.
- Ensure all environmental review (24 CFR part 58) conditions/mitigations are incorporated in the plans and specifications.

Task 7 – Bidding/Procurement Support

- Prepare bid clarifications/addenda; answer RFIs during bidding; attend pre-bid (if held); assist with evaluation of bids; update Opinion of Probable Cost (OPC).
- Verify insertion of applicable federal labor standards (if triggered) and other 2 CFR part 200, Appendix II provisions in construction solicitation documents.

Task 8 – Construction Administration (CA)

- Attend pre-construction conference; review submittals/shop drawings; respond to RFIs; maintain an RFI/submittal log; conduct regular site visits and issue field reports.
- Review schedules, pay applications, change proposals; maintain change-order log; assist with dispute resolution.
- Observe testing/inspections; track punchlist; review closeout documentation, O&M manuals, and as-builts; recommend Substantial and Final Completion.
- Provide warranty-period assistance (up to 12 months from Final Completion).

Task 9 – Phasing & Temporary Operations

- Develop a **phasing and temporary operations plan** to minimize interruption of essential services (e.g., case management/front office functions), including swing space and safety/ADA access during construction.

Task 10 – Deliverables & Meetings (Minimum)

- Meeting minutes within 3 business days of each meeting; monthly progress reports.
- Submittal milestones: SD (30%), DD (60%), CDs (90%), Final CDs (100%); cost estimates at SD/DD/CD; updated schedules at each milestone.
- Digital deliverables: PDF and native CAD/BIM; specifications in editable format; all estimates and logs in spreadsheet format.

4.2 VENDOR’S PROPOSAL REQUIREMENTS

The vendor’s proposal must include the required information below. Proposals shall be tabbed, using the titles identified in this section, to identify the required information. Tabs must be in the same order as listed below. Failure to submit this information may render its proposal non-responsive. **Vendors are urged and cautioned to read the notices in Section 3.1. Noncompliance with the confidentiality requirements will result in a proposal being considered nonresponsive.**

A. FIRM QUALIFICATIONS

Provide a brief summary of your firm’s capacity and relevant qualifications, including confirmation of applicable NC licenses and insurance. Describe, at a high level, the resources and approach your firm brings to successfully deliver projects of this type and scale, including how you encourage participation by small and minority- and women-owned firms.

B. RELEVANT EXPERIENCE

Share representative projects (recent or comparable) that demonstrate your experience with housing or similar community facilities, noting your role and client. Focus on lessons learned and how that experience will inform your work here; precise one-to-one matches are not required.

C. PROJECT APPROACH & SCHEDULE

Describe your overarching approach to delivering the scope, including coordination with stakeholders, permitting, and quality control. Provide a high-level timeline with key milestones and explain, in general terms, how you will manage risks and maintain schedule—without including any pricing.

D. PROJECT TEAM

Introduce the proposed team and key roles, with short bios or resumes as appropriate, and identify any subconsultants. Indicate general availability and how you will ensure consistent staffing and communication from design through construction administration.

E. REFERENCES

Vendors shall provide at least three (3) references for which your company has provided services of similar size and scope to that proposed herein.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	EMAIL ADDRESS

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 County of North Carolina or any political subdivision of the COUNTY.

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, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the COUNTY and CONTRACTOR.

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.

5.7 INVOICES

a) Invoices must be submitted to the following address: **Cumberland County Community Development**

Attn: Tye Vaught, Chief of Staff

P.O. Box 1829, Fayetteville, NC 28302

b) Any applicable taxes shall be invoiced as a separate item.

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 the execution of this agreement be contingent upon the continued funding and appropriation by the County Board of Commissioners. Therefore, the parties agree that services provided and payment due under this agreement will be provided upon a year-to-year basis contingent upon continued funding and appropriation. The fiscal year for Cumberland County begins on July 1 and ends June 30th.

5.10 FINANCIAL STABILITY

CONTRACTOR warrants that it has the financial capacity to perform and to continue 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 laws of the County 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 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.

5.13 ENTIRE CONTRACT

This contract 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.

5.14 CONTRACT CANCELLATION

The COUNTY may terminate this contract at any time by providing 30 days’ notice in writing from the COUNTY to the CONTRACTOR. If the contract is terminated by the COUNTY as provided in this section, the COUNTY shall pay

for services satisfactorily completed by the CONTRACTOR, less any payment or compensation previously made.

5.15 LAWS AND ORDINANCES

The contract will be governed by North Carolina law.

5.16 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 G. 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.

5.17 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 proposer objecting to the award of a contract resulting from this RFQ may file a protest of the award, or any other matter relating to the solicitation process. Protests must be filed in writing, state in detail the legal and factual grounds, and include copies of any relevant documents. All 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. Nothing herein obligates the County to delay or rescind an award; the County may, at its discretion, stay award or performance pending resolution.

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. **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.
3. **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.
4. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.
5. **GIFTS:** Gifts and favors to the County of any kind in any amount are prohibited.
6. **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.
7. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150 (1999), the County invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
8. **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 IPS and the County's Vendor Self Service website.
9. **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.
10. **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.
11. **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.

REQUEST FOR QUALIFICATIONS (RFQ) ARCHITECTURAL AND ENGINEERING SERVICES FOR TRANSITIONAL AND PERMANENT SUPPORTIVE HOUSING PROGRAM

- 12. 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.

- 13. 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.

- 14. 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/MSS/Vendors/Registration/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.

VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & COUNTY & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
VENDOR’S AUTHORIZED SIGNATURE:	DATE:	EMAIL:

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:

1. 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: 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 _____ 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 G: 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. Drug Free Workplace Requirements

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. Contractor Compliance

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

3. Conflict of Interest

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. Mandatory Disclosures

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

5. Energy Conservation

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. Remedies

(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. Debarment and Suspension

(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. 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.

15. 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.

16. 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.

17. 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.

18. Affirmative Socioeconomic Steps

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.

19. Creating Good Jobs

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>

20. Buy Clean

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.

21. License and Delivery of Works Subject to Copyright and Data Rights

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.

22. Retention Requirements

All documents must be retained for a **minimum of three (3) years** 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 H: APPENDIX

1. Evaluation Sheet
2. Request for Release of Funds and Certification
3. Authority to Use Grant Funds
4. Combined Notice of Finding of No Significant Impact and Notice of Intent to Request Release of Funds
5. Notice to Proceed and Environmental Clearance

Statement of Qualifications (SOQ) Evaluation Sheet
Architectural & Engineering Services
Phoenix Place Permanent Supportive Housing & Robins Meadow Transitional Housing Redevelopment

Firm Name: _____

Evaluator Name: _____

Evaluation Date: _____

Conflict of Interest (Yes/No): **Yes** **No**

Evaluation Criteria:	
	SCORE
1. Firm Qualifications (20 points)	
Comments:	
2. Relevant Experience (25 points)	
Comments:	
3. Project Approach & Schedule (15 points)	
Comments:	
4. Project Team Qualifications (25 points)	
Comments:	
5. References (15 points)	
Comments:	
TOTAL SCORE (100)	

OVERALL EVALUATION SUMMARY

RECOMMENDATION:

Recommend for Negotiations

Recommend if Funding Allows

Do Not Recommend

Evaluator Signature: _____ **Date:** _____

Request for Release of Funds (RROF) Certification Architectural & Engineering Services Procurement

Project:

Phoenix Place Permanent Supportive Housing
Robins Meadow Transitional Housing Redevelopment

Responsible Entity: Cumberland County

Department: Community Development

Funding Sources: HOME-ARP (HUD) and SHARP (NCHFA)

Certification Statement

Cumberland County hereby certifies that:

1. The procurement of architectural and engineering services under this Request for Qualifications (RFQ) has been conducted in accordance with:
 - o **24 CFR Part 58** (Environmental Review Procedures)
 - o **24 CFR Part 92** (HOME Program Requirements)
 - o **2 CFR Part 200** (Uniform Administrative Requirements)
 - o **N.C.G.S. 143-64.31** (Qualifications-Based Selection)
2. No choice-limiting actions, including commitment of funds, execution of contracts, or commencement of construction-related activities, have occurred prior to the completion of the environmental review process and funding availability.
3. The selection and evaluation process was conducted using written evaluation criteria identified in the RFQ, and all firms were evaluated fairly and consistently.
4. The County will not authorize payment, issue a Notice to Proceed, or execute a professional services contract until:
 - o The environmental review record (ERR) is complete

Environmental Review Information

Item	Status
Environmental Review Record (ERR)	<input type="checkbox"/> Complete <input type="checkbox"/> In Progress
Statutory Checklist Completed	<input type="checkbox"/> Yes <input type="checkbox"/> No
Required Mitigation Measures Identified	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
Public Notice Period Completed	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

Authorized Certification

I hereby certify that the above statements are true and correct to the best of my knowledge and that Cumberland County will comply with all applicable federal, state, and local requirements prior to obligating funds.

Certifying Officer: _____

Title: _____

Department: Community Development

Signature: _____

Date: _____

HUD Environmental Review Online System (HEROS)

[HEROS Home](#)
[Guide to HEROS](#)
[Assign Review](#)
[Initial Screen](#)
[Project Summary](#)
[Level of Review
Determination](#)
[Project Justification](#)
[Related Laws and
Authorities](#)
[Environmental
Assessment Factors](#)
[Environmental
Assessment Analysis](#)
[Mitigation Measures and
Conditions](#)
[Environmental Finding](#)
[Package](#)
[Signature and Posting](#)
[NOI-RROF](#)
[RROF \(7015.15\)](#)
[AUGF \(7015.16\)](#)
[Complete and Archive](#)
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[Reevaluation](#)
[My Environmental Reviews](#)
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[Admin](#)
[Logout](#)

7015.16 – Authority to Use Grant Funds

Project Name: Phoenix-Place

Do not complete this screen until all appropriate waiting periods have elapsed.

Were any objections received to releasing the funds?

 Yes

 No

If yes, upload objections received and the response:

Upload any additional materials that should be attached to this form, such as a letter authorizing the release of funds, here:

To: (Name & address of Grant Recipient & name & title of Chief Executive Officer)

NORTH CAROLINA HOUSING FINANCE AGENCY
3508 Bush Street
Raleigh
North Carolina
27609-

Copy To: (name & address of SubRecipient)

Cumberland County

We received your Request for Release of Funds and Certification, form HUD-7015.15 on:

Your Request was for HUD/State Identification Number:

Program Activity/Project Description

This project consists of 10 single-family rental developments for all SHARP qualifying populations, approximately 1,400 sq. feet each, located on the 500 block of Candleberry Court, as well as the rehabilitation and expansion of the current residence, being used as the program office, located at 503 Old Wilmington Rd. The program office will be expanded to

include a large meeting space, small kitchen, and meeting rooms.

- All objections, if received, have been considered. And the minimum waiting period has transpired. You are hereby authorized to use funds provided to you under the above HUD/State Identification Number. File this form for proper record keeping, audit, and inspection purposes.

Name of Authorizing Officer: Tasleem Albaari

Title of Authorizing Officer: Acting CPD Director

Date: 9/15/25

To return form 7015.16 to the Responsible Entity, select Assign Review in the side menu. Assign the review to the RE contact as directed by your local HUD office.

You are strongly encouraged to follow up with your Responsible Entity contact by phone or email to confirm that this form was received.

Go Back

Continue

**COMBINED NOTICE OF FINDING OF NO SIGNIFICANT IMPACT and
NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS**

August 8, 2025

North Carolina Housing Finance Agency
3508 Bush Street
Raleigh, NC 27609
919-877-5700

These notices shall satisfy two separate but related procedural requirements for activities to be undertaken by the North Carolina Housing Finance Agency.

REQUEST FOR RELEASE OF FUNDS

On or about *August 26, 2025* the North Carolina Housing Finance Agency will submit a request to the HUD/Greensboro Field Office for the release of HOME-ARP Funds/Supportive Housing American Rescue Plan (“Program”) under the HOME Investment Partnership Act, 42 U.S.C. §12701, et seq. (“HOME”) and Section 3205 of the American Rescue Plan Act of 2021 (P.L. 117-2) (“ARP”) in accordance with the HOME regulations, 24 C.F.R. Part 92, as amended and modified by ARP (hereinafter HOME and ARP are jointly referred to as the “Act”); to undertake a project known as Phoenix Place, for the purpose of constructing a 10-unit affordable housing apartment complex for low to moderate income households. The project will consist of the new construction of ten single family 3-bedroom homes. The site will be located at 514 Candleberry Court, Fayetteville, NC 28301 and is approximately 2.66 acres. Project activities, occurring over an anticipated 2-year period, will include site preparation, utility installation, and construction.

FINDING OF NO SIGNIFICANT IMPACT

The North Carolina Housing Finance Agency has determined that the project will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act of 1969 (NEPA) is not required. Additional project information is contained in the Environmental Review Record (ERR) on file at The North Carolina Housing Finance Agency, 3508 Bush Street, Raleigh, NC 27609 and may be examined or copied weekdays 9 A.M. to 4 P.M.

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to Scott Farmer, Executive Director, North Carolina Housing Finance Agency, 3508 Bush Street, Raleigh, NC. All comments received by *August, 25 2025* will be considered by the North Carolina Housing Finance Agency prior to authorizing submission of a request for release of funds. Comments should specify which Notice they are addressing.

ENVIRONMENTAL CERTIFICATION

The North Carolina Housing Finance Agency certifies to the HUD/Greensboro Field Office that Scott Farmer in his capacity as Executive Director consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. The HUD/Greensboro Field Office’s approval of the certification satisfies its responsibilities under NEPA and related laws and authorities, and allows Cumberland County of North Carolina to use Program funds.

OBJECTIONS TO RELEASE OF FUNDS

HUD will accept objections to its release of funds and the North Carolina Housing Finance Agency's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases:

- (a) the certification was not executed by the Certifying Officer of the North Carolina Housing Finance Agency;
- (b) the North Carolina Housing Finance Agency has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR Part 58;
- (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by HUD; or
- (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality.

Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to:

HUD – Greensboro Field Office
1500 Pinecroft Road
Suite 401
Greensboro, NC 27407-3838
OR
Emailed to gforrof@hud.gov

Potential objectors should contact the HUD at 336-547-4000 to verify the actual last day of the objection period.

Scott Farmer
Executive Director
North Carolina Housing Finance Agency



3508 Bush Street
Raleigh, NC 27609
919-877-5700
www.HousingBuildsNC.com

September 15, 2025

Cumberland County
PO Box 1829
Fayetteville, NC 28302-1829

RE: Notice to Proceed & Environmental Clearance
Phoenix Place
514 Candleberry Court
Fayetteville, NC 28301

Dear Tye Vaught:

The North Carolina Housing Finance Agency (NCHFA) has completed the environmental review for the above-referenced project in accordance with the National Environmental Policy Act (NEPA) and the U.S. Department of Housing and Urban Development (HUD) regulations at 24 CFR Part 58. As a recipient of federal HOME Investment Partnerships Program funds, authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, NCHFA serves as the Responsible Entity for ensuring compliance with environmental review procedures required by HUD.

This letter serves as the formal Notice to Proceed, certifying that:

- NCHFA has conducted the Environmental Assessment (EA);
- A public notice of the Finding of No Significant Impact (FONSI) and Notice of Intent to Request Release of Funds was published on 08/08/2025.
- The Request for Release of Funds (RROF) was submitted to HUD; and
- The Authority to Use Grant Funds (AUGF) was received on 9/15/2025.

You are now authorized to proceed with project activities, including physical work, site acquisition, and construction.

Important Conditions and Requirements

Environmental review records are living documents, and they may need to be updated even after the environmental review has been completed. ***Any proposed change in the project's scope, location, funding sources, or activities must be immediately reported to NCHFA. Per 24 CFR §58.47, such changes may require a re-evaluation of the environmental review. Unapproved changes may result in noncompliance with HUD requirements and loss of funding eligibility.***

Reevaluation

Reevaluation of a project is necessary under the following circumstances (24 CFR 58.47):

- The project developer proposes substantial changes in the nature, magnitude or extent of the project, including adding new activities not anticipated in the original scope of the project;
- There are new circumstances and environmental conditions which may affect the project or have a bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity which is proposed to be continued; or
- The project developer proposes the selection of an alternative not in the original finding.

If any of the above circumstances apply, you must immediately notify NCHFA so the environmental review record can be updated, and NCHFA will confirm whether the original findings are still valid. If the original findings are no longer valid, a new environmental assessment must be prepared.

Mitigation Measures

Mitigation measures or conditions for approval are sometimes necessary for a project to be in compliance. If the project developer is required to undertake mitigation measures NCHFA will require a Memorandum of Understanding and documentation demonstrating that the mitigation measures have been implemented.

Native American Artifacts or Human Remains: If Native American artifacts or human remains are encountered during ground-disturbing activities, all work must stop immediately, and you must notify NCHFA and appropriate tribal authorities.

The project's Environmental Review Record (ERR) is available for public inspection Monday through Friday, from 9:00 AM to 4:00 PM at 3508 Bush Street, Raleigh, NC 27609, or you may request a copy by contacting EAquestions@nchfa.com. Please retain this letter as part of your official project records.

Sincerely,



Claudia Young
North Carolina Housing Finance Agency

Enclosures:
AUGF
RROF
FONSI/NOI RROF