

NEW HANOVER COUNTY
REQUEST FOR QUALIFICATIONS DESIGN SERVICES
SHERIFF'S OFFICE FACILITIES EXPANSION
RFQ # 26-0268



COUNTY COMMISSIONERS

LEANN PIERCE, CHAIR
DANE SCALISE, VICE-CHAIR
BILL RIVENBARK
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ROB ZAPPLE

CHRIS COUDRIET, COUNTY MANAGER

NEW HANOVER COUNTY
REQUEST FOR QUALIFICATIONS DESIGN SERVICES
SHERIFF'S OFFICE FACILITIES EXPANSION
RFQ 26-0268

New Hanover County is soliciting qualifications from interested firms to provide complete design services for expanding the capacity of the existing New Hanover County Sheriff's Office Detention Center, adding a facility for Animal Services, and adding a Backup 911 call center. This project will be completed in phases:

- Phase 1 – Space Needs Assessment, Concept Plan, & Budget Estimate
 - Evaluation of existing conditions
 - Working with the end users to determine the needs
 - Developing a concept plan for the project(s)
 - Developing a budget estimate for each part of the project
 - Determine an estimated timeline for each project
- Phase 2 – Full and complete design services
 - Includes Architectural, Structural, Mechanical, Electrical, Plumbing, Interior design, signage, site work, utilities, construction administration, assisting with permitting with AHJs and utility providers
 - Anticipated delivery method is Construction Manager @ Risk (CM@R)
 - Includes participating in selection and working with CM@R

Submit Statements of Qualifications by mail to:

New Hanover County
Attn: Kevin Caison, Facilities Project Manager
200 Division Drive, Wilmington,
North Carolina 28401

The deadline for receipt of Statements of Qualifications is **5:00 P.M. EST, Tuesday, January 27, 2026.**

Submitted Statements of Qualifications are not subject to public inspection until a contract is awarded and executed. Statements of Qualifications will be evaluated, and firms may be contacted for interviews to be conducted by phone or in person.

Instructions for submitting Statements of Qualifications and complete requirements and information may be obtained by visiting the County's website at: www.nhcgov.com/bids.aspx

New Hanover County reserves the right to accept or reject any or all Statements of Qualifications and to make the award which will be most advantageous to the County.

Released: Tuesday, January 6, 2026

Section 2 Instructions

2.1 Schedule

Advertisement	<i>Tuesday January 6, 2026</i>
Deadline for Questions (Questions may be submitted from the release date until the deadline for questions)	<i>Tuesday January 20, 2026 by 5:00 PM, EST</i> Answers to all questions will be posted as an addendum on January 22, 2026 by 5:00 PM
Deadline for Receipt of Statements of Qualifications	<i>Tuesday January 27, 2026 by 5:00 PM, EST</i> New Hanover County Attn: Kevin Caison, Facilities Project Manager 200 Division Drive, Wilmington, North Carolina 28401

2.2 Statement of Qualifications Instructions

2.2.1 Submit your Statement of Qualifications in a sealed envelope properly marked “**RFQ# 26-0268 NHC SHERIFF’S OFFICE EXPANSION**” and addressed to the County at the following address:

New Hanover County

Attn: Kevin Caison, Facilities Project Manager
200 Division Drive, Wilmington, North Carolina
28401

Firms submitting their qualifications statements are asked to submit five (5) copies of the complete statement of qualifications along with one (1) electronic copy on USB.

Clearly indicate the firm’s name, address, email and phone number on the first page of the Statement of Qualifications (SOQ).

The successful firm must have the capability of receiving and submitting all documents in an electronic format. Also, the successful firm must have Internet access for browsing and receipt of electronic documents via email.

2.2.2 Statements of Qualifications received after the time and date for closing will not be considered.

2.2.3 Submitted Statements of Qualifications are not subject to public inspection until a contract is awarded and executed.

Section 2 Instructions

2.2.4 After the release date, all communications between the County and prospective respondents regarding this RFQ shall be in writing. Any inquiries, requests for interpretation, technical questions, clarification, or additional information shall be directed to **Kevin Caison, Senior Facilities Project Manager** by emailing kcaison@nhcgov.com. Questions and responses will be compiled and shared with all interested Respondents known to the County and posted as an addendum. **All questions shall be received no later than *Tuesday January 20, 2026 by 5:00 PM, EST.***

Respondents may not have communications, verbal or otherwise, concerning this RFQ with any personnel or boards from New Hanover County, other than the person listed in this section. If any vendor attempts any unauthorized communication, the proposal will be rejected.

All Respondents who intend to submit a Statement of Qualification on this project should send an email to kcaison@nhcgov.com including pertinent contact information. This will ensure that you receive all addenda issued for this RFQ; if applicable.

Any changes to the qualification request will be issued by addenda and sent by email to all proposers that have notified the County of their intent to submit a Qualification Package. The addenda will also be posted on the County's website at <https://www.nhcgov.com/bids.aspx>

Verbal information obtained otherwise will not be considered in the awarding of the proposal. It is the proposer's responsibility to review and ensure that their proposal complies with any guidance provided in the addenda.

2.2.5 New Hanover County reserves the right to allow or disallow minor deviations or technicalities should the County deem it to be in the best interest of the County. New Hanover County shall be the sole judge of what is to be considered a minor deviation or technicality.

2.2.6 Statements of Qualifications will be evaluated, and oral interviews may be requested as part of the evaluation process. If interviews are conducted, the County will contact Respondents by email to schedule.

2.2.7 The selected firm shall maintain insurance as outlined in the attached draft contract.

2.2.8 All costs, including travel and expenses, incurred in the preparation of this Qualification Statement will be borne solely by the proposing Respondent.

2.2.9 No agreements with any selected Respondent shall be binding until a contract is signed and executed by the authorized County official and authorized representatives of the vendor.

Section 2 Instructions

2.2.10 It is the policy of New Hanover County that minority businesses, as defined by NCGS 143-128 have maximum opportunity to participate in the performance of contracts and subcontracts funded in whole or in part with public funds. The County has established a verifiable goal of ten percent (10%) participation in the total value of the work.

2.2.11 Pursuant to S.L. 2015-294, Respondents shall fully comply with the U. S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors.

2.2.12 Trade Secret Confidentiality

Upon receipt of your Qualification Statement by New Hanover County, your submittal is considered a public record except for material which qualifies as "trade secret" under N.C. General Statute 132-1.2. After opening, your submittal will be provided to County staff and others who participate in the evaluation process, and to members of the general public who submit public records requests.

To properly designate material as trade secret under these circumstances, each Respondent must take the following precautions: (a) any trade secrets submitted by a Respondent must be submitted in a separate, sealed envelope marked "Trade Secret - Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating This PROPOSAL," and (b) the same trade secret/confidentiality designation must be stamped on each page of the trade secret materials contained in the envelope.

Do not attempt to designate your entire Qualification Statement as a trade secret, and do not attempt to designate pricing information as a trade secret. Doing so will result in your submittal being disqualified.

In submitting a Statement of Qualification, each Respondent agrees that the County may reveal any trade secret materials contained in such response to all County staff and County officials involved in the selection process, and to any outside consultant or other third parties who assist the County in the selection process. Furthermore, each Respondent agrees to indemnify and hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material, which the Respondent has designated as a trade secret.

2.2.13 Certificate of Authority

Subject to several statutory exceptions, a business entity incorporated or organized in a state other than North Carolina must obtain a certificate of authority from the North Carolina Secretary of State prior to transacting Business in the State. *See* G.S. 55-15-01(a) (business corporations); G.S. 55A-15-01(a) (nonprofit corporations); G.S. 57D-7-01(a) (limited liability companies); G.S. 59-902(a) (limited partnerships); G.S. 59-

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91(a) (registered limited liability partnerships); G.S.55B-16(a) (professional corporations). When the requirement applies, the foreign entity transacting Business in the State is responsible for obtaining a certificate of authority—not the domestic (i.e., North Carolina) corporations, public entities, or individuals with whom the foreign entity might contract.

2.2.14 Indemnity

The successful Respondent shall indemnify and hold the County, its agents, and employees harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by the Successful Vendor hereunder, resulting from the negligence of or the willful act or omission of the Vendor, his agents, employees, and subcontractors.

2.2.15 Right to Reject Qualification Statements

The County reserves the right to accept and reject any and/or all statements of qualifications submitted, in whole or in part. The County reserves the right to negotiate any and all elements of the qualification statement by and with any consultants it deems suitable to carry out this project. New Hanover County has no obligation to award work based off this RFQ and reserves the right to re-advertise.

2.2.16 Iran Divestment Act Certification

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

2.2.17 Ownership of Documents

All Statements of Qualifications and accompanying documentation will become the property of New Hanover County at the time the Statements are opened and; as such, will not be returned to the Respondent.

Section 2 Instructions

2.2.18 Withdrawal of Statements

No Qualification Statement may be modified, withdrawn, or canceled by the Respondent for a period of ninety (90) days following the receipt of Statement. Negligence or error on the part of any Respondent in preparing their Statement confers no right of withdrawal or modification after the Statements have been opened.

2.2.19 Equal Opportunity

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

The Respondent agrees not to discriminate against any employees or applicant for employment because of physical or mental handicap regarding any position for which the employee or applicant is qualified. The Respondent agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental handicap in all employment practices.

Under GS 143-48, New Hanover County encourages small, minority, physically handicapped, and women firms to submit Statement of Qualifications in response to this RFQ.

Section 3: Project Description

This Request for Qualifications (RFQ) is to solicit qualifications from qualified firms to provide complete design services for expanding the capacity of the existing New Hanover County Sheriff's Office Detention Center, adding a facility for Animal Services, and adding a Backup 911 call center. This project will be completed in 2 phases. The anticipated services expected include:

- Phase 1 – Space Needs Assessment, Concept Plan, & Budget Estimate
 - Evaluation of existing conditions
 - Working with the end users to determine the needs
 - Developing a concept plan for the project(s)
 - Developing a budget estimate for each part of the project
 - Determine an estimated timeline for each project
- Phase 2 – Full and complete design services
 - Includes Architectural, Structural, Mechanical, Electrical, Plumbing, Interior design, furniture, signage, site work, utilities, construction administration, assisting with permitting with AHJs and utility providers
 - Anticipated delivery method is Construction Manager @ Risk (CM@R)
 - Includes participating in selection and working with CM@R

Project Background Information – this information is preliminary in nature and not intended to steer the project but will provide insight to the Sheriff's current facilities and their anticipated needs.

Detention Facility -

The New Hanover County Sheriff's Office operates a 672 bed Detention Facility. There are at least 56 beds in a dormitory setting that we currently do not use, so our actual bed availability is 616. In anticipation of our future needs, we are requesting an additional 500 bed expansion. The new facility should also include the following:

- *Commercial kitchen with expanded capacity to accommodate the new total capacity of the facility*
- *Commercial laundry with expanded capacity*
- *Medical infirmary with expanded capacity*
- *New booking area and secure Sallyport*
- *Briefing room*
- *Employee break area*
- *Dual purpose training room/emergency operations center*
- *Administrative offices for Sheriff & staff*

Project Description Continued:

Animal Services Unit-

The New Hanover County Sheriff's Office Animal Shelter currently holds 67 dogs and 60 cats. The breakdown for dogs is as follows 7 adopt, 44 general (22M, 22F), 10 bite, 6 isolation. Breakdown for cats are 11 adopt, 9 isolation, 6 bite, 30 general mixed sex, 4 medical/intake room. In anticipation of our future needs, we are requesting an additional expansion as follows.

Dogs 15 adopt 80 general (40M, 40F), 10 bite, 12 isolation, 20 New intake area. Cats 15 adoption, 12 isolation, 9 bite, 40 general mixed sex, 20 new intake area. Total will be 147 dogs and 97 cats. Also, it is requested to add 26 mixed use cages to the medical spay/ neuter clinic for holding after surgery. The new facility should also include the following:

- *Commercial laundry with expanded capacity*
- *Full kitchen for emergency incidents (staff staying overnight.)*
- *Showers on site/ locker room*
- *Larger garage bay area*
- *General holding dogs should have indoor outdoor runs.*
- *Dog adoptions greeting rooms and workflow of adoptions correctly designed*
- *Larger intake area to hold newly impounded animals on a quarantine status*
- *Multiple outside enrichment/ meet and greet areas, fenced and controlled access*
- *Bite isolation dogs/ cats*
- *Medical isolation dogs / cats*
- *Medical infirmary for spay/ neuter clinic 26 mixed use holding cages for surgery*
- *Conference room for initial panel and appeals hearings*
- *Employee break area*
- *Administrative offices for front office employees, enforcement officers, 3 computer workstations for shelter staff.*

Backup 911 Call Center –

The proposed facility shall serve as a fully functional backup 911 center and be designed and constructed to meet or exceed all applicable standards and requirements set forth by the North Carolina 911 Board, the U.S. Department of Homeland Security, APCO International, NENA, and any other relevant federal, state, or industry standards for 911 communications centers. The building must be structurally sound and capable of duplicating the operational, security, redundancy, and resiliency requirements of a primary 911 center, including the ability to maintain uninterrupted operations during emergency and disaster conditions. The facility shall be designed to accommodate, at a minimum, thirty (30) fully functional 911 communications workstations, a dedicated data closet equipped with an uninterruptible power supply (UPS), an employee break area, a kitchen, and two (2) office spaces.

The awarded firm will be approved for Phase 1 and the county will have the option to move into Phase 2 with the same firm. The final recommended total scope of work will be determined as a deliverable of Phase 1.

Selection Criteria & Format of Proposal

The following criteria will be used for (1) determining the short-listed candidates and (2) the selection of the firm after the interviews. If you are submitting as a joint venture, both partners are required to respond completely.

1. Past experience in Detention Center, Animal Services, and 911 Call Center Design (40%)

- a. List all pertinent projects designed (indicate dates) within the last 10 years. Select **three** of the most recent projects (Sample Projects) that design is completed and bidding is completed and provide the following information:
 - i. Scope Description - services provided & facility description
 - ii. Budget – Provide estimated vs. actual (construction cost)
 - iii. Schedule – Provide estimated vs. actual (design schedule including permitting)
 - iv. Indicate the construction delivery method used
 - v. Indicate what could have been done better on each project to improve the outcome
 - vi. Owner contact information
 - vii. Reference letter from owner

2. Proposed Team for this Project & Relevant Experience (30%)

- a. Please provide a list of the proposed team members for this project. Please include their role in the project, license information, and experience.
- b. Please indicate the office location for each proposed team member.
- c. Please indicate if the proposed team worked on the Sample projects listed above.

3. Project Approach (30%)

- a. Describe your team's approach to this type of project. Please give a brief outline of the steps you will take to complete this project.
- b. Please indicate your firm's approach to ensuring end user involvement during design
- c. What will your team need from the owner to ensure a successful project?

Please see the attached score sheet showing the selection criteria point breakdown

Section 5: Selection Process

Phase 1: Each firm initially will be evaluated based upon information provided in the Selection Criteria listed above. From such review, firms receiving the highest ranking will be the firms chosen to participate in Phase 2, the second phase of the selection process. The County reserves the right to reject any and all statements of qualifications as well as reserve the right to waive any irregularities in the statements of qualifications.

Phase 2: The firms chosen for Phase 2 of the selection process may be required to make a presentation. Firms will be notified if presentations are required and given the dates and times reserved for the presentations. The County reserves the right to establish additional rules and procedures for the presentations and for the interview process.

Final Selection: The County will negotiate a contract with the top-rated firm as selected by the County. If a contract cannot be successfully negotiated with the top-rated firm, the County will proceed to the second-rated firm. The County reserves the right to reject any and all statements of qualifications.

STATE OF NORTH CAROLINA

AGREEMENT

NEW HANOVER COUNTY

THIS CONTRACT made and entered into this ____ day of _____ 2025 by and between **NEW HANOVER COUNTY**, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and _____, a _____, hereinafter referred to as "Contractor."

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the County as follows:

1. Scope of Services. Contractor shall provide all labor, equipment and materials for design services for the Sheriff's Office expansion, as more specifically described in Exhibit A, attached hereto, and incorporated herein by reference.

2. Time of Performance. The term of this Agreement shall begin from receipt of Notice to Proceed, and all work shall be completed within one hundred twenty (120) days of said Notice.

3. Payment. County hereby agrees to pay for the cost of this Contract not to exceed a sum of \$_____. Payment is contingent upon a final County inspection and acceptance of work or services.

4. Extra Work. County and Contractor shall negotiate and agree upon the value of any extra work or services prior to the issuance of a County Change Order or Renewal/Amendment (CRA) form covering said extra work or services. Such Change Order or CRA shall set forth the corresponding adjustment, if any, to the Contract Price and Contract Time.

5. Indemnity. Contractor shall indemnify and hold County, its officers, officials, agents, and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, for any property damages, personal injuries or death arising out of, relating to, or resulting from the negligence, willful act, or omission of Contractor, its agents, employees and subcontractors in the performance of work or services.

6. Insurance. Before commencing any work or services, Contractor shall procure insurance in Contractor's name and maintain all insurance policies for the duration of the Contract of the types and in the amounts listed in this Contract. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, or subcontractors, whether such operations by itself or anyone directly or indirectly employed by it.

7. Minimum Scope and Limits of Insurance

7.1. Commercial General Liability

7.1.1. Contractor shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability (CUL) insurance with a total limit of not less than \$1,000,000 for each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this work or services, or the general aggregate shall be twice the required limit.

7.1.2. CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering CGL or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract.

7.1.3. County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 26 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and under the CUL, if any. The coverage shall contain no special limitations on the scope of protection afforded to County, its officers, officials, agents, and employees.

7.1.4. Contractor's CGL insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be in excess of and shall not contribute to Contractor's insurance.

7.2. Workers' Compensation and Employer's Liability

7.2.1. Contractor shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.

7.2.2. Employer's Liability, and if necessary, CUL insurance shall not be less than \$1,000,000 for each accident for bodily injury by accident, \$1,000,000 for each employee for bodily injury by disease, and \$1,000,000 policy limit.

7.2.3. The insurer shall agree to waive all rights of subrogation against County, its officers, officials, agents, and employees for losses arising from work or services performed by Contractor for County.

7.3. Business Auto Liability

7.3.1. Contractor shall maintain applicable Business or Personal Auto Liability and, if necessary, CUL insurance with a limit of not less than \$1,000,000 each accident. Personal auto insurance may be accepted in lieu of Business Auto Insurance.

7.3.2. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos used in the performance of work or services.

7.3.3. Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide Contractual liability coverage equivalent to that provided in ISO form CA 00 01.

7.3.4. Contractor's Business Auto Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be in excess of and shall not contribute to Contractor's insurance.

7.4. Professional Liability Insurance

7.4.1 Contractor shall maintain in force for the duration of this Contract Contractor liability or errors and omissions liability insurance appropriate to Contractor's profession. Coverage as required in this paragraph shall apply to liability for a Contractor error, act, or omission arising out of the scope of Contractor's services as

defined in this Contract. Coverage shall be written subject to limits of not less than \$1,000,000 per loss.

7.4.2 If coverage in this Contract is on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract, and that continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work or services under the Contract is complete.

7.5. Deductibles and Self-Insured Retentions

7.5.1. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, agents, or employees; Contractor shall procure a bond guaranteeing payment of deductibles or self-insured retentions.

7.5.2. Contractor shall be solely responsible for the payment of all deductibles to which all policies are subject, regardless of whether County is an insured under the policy.

7.6. Miscellaneous Insurance Provisions.

7.5.1. Any failure to comply with reporting provisions of the policies listed in this Contract shall not affect coverage provided to County, its officers, officials, agents, and employees.

7.6.2. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to County, 230 Government Center Drive, Ste. #125, Wilmington, NC 28403.

7.6.3. If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

7.7. Acceptability of Insurers. Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless County has granted a specific exemption.

7.8. Evidence of Insurance

7.8.1. Contractor shall furnish County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work or services, and thereafter upon renewal or replacement of each certified coverage until all operations under this Contract are deemed complete.

7.8.2. Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in this Contract.

7.8.3. With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to County with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

7.9. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. CGL coverage shall include independent contractors' coverage, and Contractor shall be responsible for assuring that all subcontractors are properly insured.

7.10. Conditions

7.10.1. County may, at its discretion and with approval of Risk Management and the Finance Department, accept letters of credit or custodial accounts in lieu of specific insurance requirements.

7.10.2. Contractor shall warrant the insurance contributing to the satisfaction of insurance requirements in this Contract shall not be canceled, terminated, or modified by Contractor without prior written approval of County.

7.10.3. Contractor shall promptly notify New Hanover County Facilities Management and New Hanover County Risk Management at (910) 798-7497 of any accidents arising in the course of operations under the Contract causing bodily injury or property damage.

7.10.4. County reserves the right to obtain complete, certified copies of all required insurance policies.

7.10.5. Failure of County to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

7.10.6. County does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation of Contractor's liability under the indemnities granted to County in this Contract.

7.10.7. If Contractor fails to maintain the insurance as set forth herein, County shall have the right to purchase said insurance at Contractor's expense. Contractor agrees to reimburse County for all expenses incurred for such purchase.

7.10.8. Contractor or its agent may apply to County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.

7.10.9. County shall have the right to prohibit Contractor or any subcontractor from performing work or services and may withhold payment until required certificates has been received and approved by County.

8. Independent Contractor. The parties mutually agree that the Contractor is an independent contractor and not an agent of the County, and as such, the Contractor shall not be entitled to any County employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

9. Default and Termination. If Contractor fails to prosecute the work or services with such diligence as will insure its completion within the Contract time, or if Contractor breaches any of the terms or conditions contained in this Contract and fails to cure said breach within two (2) days of County's mailing of Notice of Default, or otherwise fails to perform the work or services hereunder to the County's reasonable satisfaction, County may terminate this Contract forthwith. Upon termination, County may, without prejudice to an action for damages or any other remedy, take the prosecution of the work or services out of the hands of Contractor. County may enter into another Contract for the completion of the Contract or use such other methods as may be required for the

completion of the Contract. County may deduct all costs of completing the Contract from any monies due or which may become due to Contractor. In the event this Contract is terminated prior to completion of the services by the Contractor, the Contractor shall be paid for work or services performed to the date of termination. In no event will the amount due Contractor in the event of termination exceed that amount set forth in this Contract. Nothing contained herein shall prevent the County from pursuing any other remedy, which it may have against Contractor, including claims for damages.

10. Termination for Convenience. County may terminate this Contract for convenience at any time and without cause. Upon receipt of notice, Contractor shall immediately discontinue providing the work or service and, if applicable, the placing any orders for any materials, facilities, and supplies in connection with the performance of the work or services of this Contract.

11. Non-appropriation. All funds for payment by County under this Contract are subject to the availability of an annual appropriation of the New Hanover County Board of Commissioners for the services provided under the Contract, County will terminate the Contract, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this Contract is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by the Contractor on ten (10) business days' prior written notice, but failure to give such notice shall be of no effect and County shall not be obligated under this Contract beyond the date of termination.

12. Non-waiver of Rights. The parties mutually agree that either party'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.

13. Conflict of Interest. No paid employee of the County shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Contract.

14. Subcontracts. The Contractor shall utilize no subcontractors for performing the work or services to be performed under this Contract without the prior written approval of the County.

15. Entire Contract. This Contract constitutes the entire understanding of the parties.

16. Binding Effect. This Contract shall be binding upon the parties hereto, and their heirs, successors, executors, administrators, and assigns.

17. Severability. If any provision of this Contract is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.

18. Inclusive Terms. Use of the masculine herein shall include the feminine and neuter, and the singular shall include the plural.

19. Governing Law. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.

20. E-Verify Compliance. Pursuant to N.C.G.S. 143-133.3, Contractor shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. Violation of the provision, unless timely cured, shall constitute a breach of Contract.

21. Iran Divestment Act Certification. Pursuant to N.C.G.S. 147-86.55, Contractor shall fully comply with the North Carolina State Treasurer requirement that the Contractor or any of its subcontractors are not listed on the Final Divestment List created by the State Treasurer. Violation of the provision, unless timely cured, shall constitute a breach of Contract.

22. Compliance with Federal Law. If applicable, all federally funded projects, loans, grants, and sub grants whether funded in part or wholly, must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

23. Notices. All notices required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Certified Mail, Return Receipt Requested:

To County:

New Hanover County Facilities Management
Attn: Kevin Caison
200 Division Drive
Wilmington, NC 28401

To Contractor:

24. Assignability. The parties hereto agree that this Contract is not transferable and shall not be assigned by either party without the written consent of the other party to this Contract.

25. Contract Under Seal. The parties hereto expressly agree to create a Contract under seal.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals, the day and year first above written and by authority duly given.

CONTRACTOR

_____ (Seal)
President

ATTEST:

Secretary

STATE OF _____

_____ COUNTY

I, _____, a Notary Public of the State and County aforesaid, certify that _____ came before me this day and acknowledged that (s)he is President of _____, a _____, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed and sealed in its name by its President.

WITNESS my hand and official seal, this ____ day of _____, 2025.

Notary Public

My commission expires: _____

**[REST OF PAGE INTENTIONALLY BLANK.
NEW HANOVER COUNTY DIGITAL SIGNATURE PAGE FOLLOWS EXHIBIT A AND IS
INCORPORATED HEREIN BY REFERENCE]**

REQUEST FOR QUALIFICATIONS
DESIGN Sheriff's Office Expansion
RFQ-26-0268
EVALUATION OF FIRMS

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
1																	
2	FIRM'S NAME	List all pertinent projects designed within past 10 years (0 to 3%)	Three Sample Projects - Scope (0 to 3%)	Three Sample Projects Budget & Schedule (0 to 18%)	Three Sample Projects Delivery Method (0 to 3%)	Three Sample Projects - What could have been done better (0 to 10%)	Three Sample Projects - Owner Reference Letter (0 to 3%)	Proposed Team - Role , Experience (0 to 15%)	Proposed Team - Office loc. & did they work on the sample projects (0 to 15%)	Project Approach - steps to complete this project (0 to 20%)	Project Approach - ensuring end user involvement (0 to 5%)	Project Approach - what will you need from the owner (0 to 5%)					TOTAL
3																	
4																	
5																	
6																	
7																	
8																	0
9																	0
10																	0
11																	0
12	Evaluator's Name:																