



Community Development

REQUEST FOR QUALIFICATIONS (RFQ)

**DESIGN-BUILD SERVICES FOR PHOENIX PLACE PERMANENT SUPPORTIVE HOUSING
PROJECT**

RFQ No. CCD-2026-PHOENIX-DB-02

Phoenix Place Permanent Supportive Housing Project

Second Solicitation Issued: July 31, 2026

Written questions due: August 5, 2026, at 4:00 PM

Statements of Qualifications due: August 14, 2026, at 4:30 PM

Direct all inquiries concerning this RFQ to:

Rayshonia Manuel
Community Development Director

Email: cccdinfo@cumberlandcountync.gov

Phone: (910) 323-6112

Proposals shall be submitted in accordance with the terms and conditions of this RFQ and any addenda issued hereto. Sealed Statements of Qualifications must be received no later than Friday, August 14, 2026, at 4:30 p.m. Eastern Time. Late submissions will not be considered.

Table of Contents

1.0	PURPOSE AND BACKGROUND	3
2.0	PROPOSAL INSTRUCTIONS & REQUIREMENTS	4
2.1	REQUEST FOR QUALIFICATIONS DOCUMENT.....	4
2.2	PROPOSAL SUBMITTAL	4
2.3	RFQ QUESTIONS	5
2.4	PRE-SUBMITTAL SITE WALKTHROUGH	5
2.5	RFQ TERMS & CONDITIONS	5
3.0	NOTICES TO VENDOR	5
3.1	PROHIBITED COMMUNICATIONS AND CONFIDENTIALITY.....	5
3.2	PROPOSAL COMPLIANCE.....	6
3.3	PROPOSAL EVALUATION PROCESS.....	6
3.4	EVALUATION CRITERIA	7
3.5	METHOD OF AWARD	7
4.0	SCOPE OF WORK & VENDOR’S PROPOSAL CONTENT REQUIREMENTS.....	8
4.1	SCOPE OF WORK	8
4.2	VENDOR’S PROPOSAL REQUIREMENTS.....	10
5.0	CONTRACT TERMS AND CONDITIONS	12
5.1	IRAN DIVESTMENT ACT.....	12
5.2	E-VERIFY	12
5.3	DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL	12
5.4	CONTRACT CHANGES.....	12
5.5	CONTRACT TERM	12
5.7	INVOICES	12
5.8	PAYMENT TERMS.....	12
5.9	APPROPRIATION OF FUNDS.....	12
5.10	FINANCIAL STABILITY	13
5.11	INSURANCE:	13
5.12	BONDS	13
5.13	GENERAL INDEMNITY.....	13
5.14	ENTIRE CONTRACT	13
5.15	CONTRACT CANCELLATION.....	14

REQUEST FOR QUALIFICATIONS (RFQ) DESIGN-BUILD SERVICES FOR PHOENIX PLACE
PERMANENT SUPPORTIVE HOUSING PROJECT - SECOND SOLICITATION

5.16 LAWS AND ORDINANCES.....14

5.17 COMPLIANCE WITH LAWS14

5.18 COUNTY PROJECT MANAGER14

5.19 NCHFA APPROVAL AND FINAL COMMITMENT14

5.20 COST SEGREGATION AND FUNDING ACCOUNTABILITY14

5.21 CONTRACTOR REPRESENTATIONS.....14

6.0 PROTEST PROCEDURES15

ATTACHMENT A: INSTRUCTIONS TO VENDORS16

ATTACHMENT B: EXECUTION OF PROPOSAL18

ATTACHMENT C: CERTIFICATION OF FINANCIAL CONDITION.....19

ATTACHMENT D: CERTIFICATION REGARDING LOBBYING20

ATTACHMENT E: NONCOLLUSION AFFIDAVIT21

ATTACHMENT F: SEPARATE UNIT PRICE/FEE INFORMATION FORM22

ATTACHMENT G: CERTIFICATION REGARDING DOMESTIC PREFERENCE AND BUILD
AMERICA, BUY AMERICA APPLICABILITY23

ATTACHMENT H: FEDERAL REQUIRED CONTRACT CLAUSES24

ATTACHMENT I: DESIGN-BUILD DETERMINATION AND STATUTORY CRITERIA.....31

ATTACHMENT J: FUNDING AND COMPLIANCE MATRIX32

ATTACHMENT K: NCHFA FINAL COMMITMENT CHECKLIST33

ATTACHMENT L: ENVIRONMENTAL CLEARANCE SUMMARY AND APPENDIX
REFERENCE34

REQUEST FOR QUALIFICATIONS (RFQ) DESIGN-BUILD SERVICES FOR PHOENIX PLACE PERMANENT SUPPORTIVE HOUSING PROJECT - SECOND SOLICITATION

1.0 PURPOSE AND BACKGROUND

Cumberland County Community Development (the "County") requests Statements of Qualifications and related information from qualified design-build teams (each, a "Design-Builder") to provide integrated preconstruction, design, permitting, pricing, coordination, construction, and closeout services for the Phoenix Place Permanent Supportive Housing Project.

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

The project includes:

Phoenix Place: ten (10) new single-family, three-bedroom homes for permanent supportive housing, together with directly related sitework, utilities, stormwater, access, parking, sidewalks, landscaping, permitting, inspections, and other improvements necessary to deliver the homes in accordance with County requirements, NCHFA requirements, applicable codes, accessibility requirements, environmental requirements, and the final approved scope. The anticipated project budget is \$3,748,700.

Phoenix Place is anticipated to be funded with NCHFA/SHARP funds and County General Fund/local funds, subject to final County approval, NCHFA review, funding documentation, and final commitment requirements. County HOME-ARP funds are not included in the funding description for this solicitation.

Funding and compliance requirements are summarized in Attachment J. The County may adjust eligible cost categories, contract phasing, notices to proceed, construction authorizations, or project funding only through authorized written action and, where applicable, NCHFA or other required approval.

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

SECOND SOLICITATION NOTICE. The County received fewer than three qualified Design-Builder responses after the first solicitation and is soliciting again in accordance with N.C.G.S. 143-128.1A(d). This document is the complete Second Solicitation. All firms, including first-round respondents, must submit a complete response by the August 14, 2026, deadline to be considered.

REQUEST FOR QUALIFICATIONS (RFQ) DESIGN-BUILD SERVICES FOR PHOENIX PLACE
PERMANENT SUPPORTIVE HOUSING PROJECT - SECOND SOLICITATION

2.0 PROPOSAL INSTRUCTIONS & REQUIREMENTS

2.1 REQUEST FOR QUALIFICATIONS DOCUMENT

The RFQ is comprised of this consolidated Second Solicitation, all attachments, exhibits, appendices, and any addenda released for this Second Solicitation. This document incorporates the operative Phoenix Place revisions previously issued through Addendum No. 1. Respondents shall rely on this document and any addenda issued after July 30, 2026.

Every firm wishing to be considered, including a firm that submitted in the first round, must submit a complete and timely response to this Second Solicitation. Prior submissions, forms, acknowledgments, and scores will not automatically carry forward. A respondent may reuse or update accurate narrative material, but all required forms must be completed, signed, dated, and submitted for this Second Solicitation. Failure to include a mandatory document or signature may result in rejection as non-responsive.

2.2 PROPOSAL SUBMITTAL

Proposals shall be received at the address indicated below no later than August 14, 2026, at 4:30 PM Eastern Time. This Second Solicitation is issued July 30, 2026. It is the sole responsibility of the vendor to ensure physical delivery by the deadline. Any proposal received after the deadline will be rejected.

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

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

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

Separate Unit Price/Fee Information. Vendors shall submit Attachment F in a separate sealed envelope marked "Separate Unit Price/Fee Information - Do Not Open With Qualifications." Attachment F will not be opened, reviewed, scored, or used to establish the initial qualifications ranking. No price, fee, unit price, proposed GMP, lump-sum amount, subcontract dollar value, or other cost information shall be included in the qualifications portion of the SOQ. No lump-sum GMP is required at the SOQ stage unless specifically requested by addendum.

All addenda and corrections will be posted on the Cumberland County Vendor Self Service site at <https://ccmunis.co.cumberland.nc.us/vss/Vendors/VBids/Default.aspx>. The County anticipates posting responses and any necessary addendum by August 7, 2026, at 5:00 PM. If a final corrective addendum is needed, the County anticipates issuing it no later than August 10, 2026, at 5:00 PM. Vendors shall rely only on written material contained in an addendum.

REQUEST FOR QUALIFICATIONS (RFQ) DESIGN-BUILD SERVICES FOR PHOENIX PLACE PERMANENT SUPPORTIVE HOUSING PROJECT - SECOND SOLICITATION

2.3 RFQ QUESTIONS

Written questions shall be emailed to cccdinfo@cumberlandcountync.gov by August 5, 2026, at 4:00 PM Eastern Time. Vendors should enter "Second RFQ - Phoenix Place Design-Build Services: Questions" as the subject line. Questions will not be answered by phone. Questions shall include a reference to the applicable RFQ section.

Questions received before the deadline, County responses, and any additional terms deemed necessary by the County will be posted by addendum to the Cumberland County Vendor Self Service site at <https://ccmunis.co.cumberland.nc.us/vss/Vendors/default.aspx>. The County anticipates posting responses and any necessary addendum by August 7, 2026, at 5:00 PM. If a final corrective addendum is needed, the County anticipates issuing it no later than August 10, 2026, at 5:00 PM. Vendors shall rely only on written material contained in an addendum.

2.4 PRE-SUBMITTAL SITE WALKTHROUGH

No additional pre-submittal site walkthrough is scheduled for this Second Solicitation. The prior walkthrough applied to the project site generally. Respondents are responsible for reviewing available site information and submitting all questions concerning the Phoenix Place-only scope in writing by the deadline in Section 2.3.

Verbal statements made during any site visit, walkthrough, meeting, or informal communication shall not modify the RFQ and shall not be binding on the County. Respondents shall rely only on this RFQ and written addenda issued for this Second Solicitation.

Failure to have attended the prior walkthrough will not disqualify a respondent.

2.5 RFQ TERMS & CONDITIONS

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

Questions, issues, or exceptions regarding any term, condition, or other component within this RFQ, must be submitted as questions in accordance with the instructions in Section 2.3 PROPOSAL 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 concerning this procurement with County employees or members of the Board of Commissioners except the Community Development contacts

REQUEST FOR QUALIFICATIONS (RFQ) DESIGN-BUILD SERVICES FOR PHOENIX PLACE PERMANENT SUPPORTIVE HOUSING PROJECT - SECOND SOLICITATION

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 information marked as "confidential" or "trade secret" unless the vendor has notified Cumberland County Community Development in writing before submission, described the information for which confidentiality is requested, explained how it meets the definition in N.C.G.S. 66-152(3), and received written marking instructions from the County. Any proposal marked contrary to this requirement may be regarded as non-responsive.

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 first review all responses for timeliness, responsiveness, required forms, minimum qualifications, and compliance with this RFQ. The County may request clarification, verify references and licenses, shortlist respondents, and conduct interviews. Clarification may not be used to cure a material omission or permit a respondent to revise its competitive position. Qualifications and technical information will be evaluated without access to Attachment F.

After final qualifications ranking, staff will attempt to negotiate scope, schedule, terms, and fair and reasonable compensation with the highest-ranked qualified Design-Builder and develop a mutually acceptable contract

REQUEST FOR QUALIFICATIONS (RFQ) DESIGN-BUILD SERVICES FOR PHOENIX PLACE PERMANENT SUPPORTIVE HOUSING PROJECT - SECOND SOLICITATION

for County approval. If agreement cannot be reached within a reasonable period, the County may terminate negotiations and proceed to the next highest-ranked qualified firm.

The County reserves the right to reject any and all responses. This is the County's second solicitation under N.C.G.S. 143-128.1A(d). If fewer than three qualified responses are received after this Second Solicitation, the County may proceed with evaluation and negotiations as permitted by law.

3.4 EVALUATION CRITERIA

Responsive Statements of Qualifications will be evaluated solely on qualifications using the following criteria. Attachment F will not be scored or considered in the qualifications ranking:

- | | |
|---|-------------------|
| 1. Firm Qualifications | 15 points |
| 2. Relevant Experience | 25 points |
| 3. Project Approach, Schedule, Compliance, and Outreach | 25 points |
| 4. Project Team Qualifications and Option A Team Identification | 30 points |
| 5. Firm References | 5 points |
| | 100 points |

3.5 METHOD OF AWARD

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

The County may shortlist and conduct interviews and may request additional information before establishing final rankings. Under Project Team Selection Option A, each respondent shall identify the licensed contractor or contractors, licensed subcontractors, and design professionals whom the respondent proposes to use. After final ranking, the County may negotiate a design-build agreement, preconstruction services, construction-phase terms, schedule, fees, general conditions, and a GMP or other mutually acceptable pricing structure with the highest-ranked responsible respondent. If agreement cannot be reached, the County may proceed to the next-ranked qualified respondent, cancel, or re-solicit.

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

Anticipated Solicitation and Selection Schedule. Second RFQ Release: July 30, 2026; Questions Due: August 5, 2026, at 4:00 PM; Anticipated Addendum/Responses: August 7, 2026 by 5:00 PM; Final Corrective Addendum, if needed: August 10, 2026 by 5:00 PM; Proposals Due: August 14, 2026 at 4:30 PM; Responsiveness Review: August 17, 2026; Evaluation Committee Review and Interviews, if needed: August 18-21, 2026; Final Ranking and Negotiations: August-September 2026; Committee/Board consideration: subject to County meeting schedules. All dates after proposal submission are anticipated and subject to change by the County.

REQUEST FOR QUALIFICATIONS (RFQ) DESIGN-BUILD SERVICES FOR PHOENIX PLACE
PERMANENT SUPPORTIVE HOUSING PROJECT - SECOND SOLICITATION

4.0 SCOPE OF WORK & VENDOR'S PROPOSAL CONTENT REQUIREMENTS

4.1 SCOPE OF WORK

Cumberland County Community Development seeks a qualified Design-Builder, operating as a single firm or a team under a single contract, to provide full preconstruction, design, permitting, pricing, construction, and closeout services for the Phoenix Place Permanent Supportive Housing Project. The scope is limited to Phoenix Place and directly related site and infrastructure work necessary to deliver the Phoenix Place units.

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

A. OBJECTIVES

- 1. Deliver the Phoenix Place Permanent Supportive Housing Project, consisting of ten (10) new single-family, three-bedroom permanent supportive housing homes and directly related site improvements, in a coordinated, accessible, durable, energy-conscious, maintainable, and code-compliant manner.*
2. Complete all Design-Builder-supported NCHFA final commitment items for Phoenix Place before January 2027, including final plans and specifications, signed construction contract documentation, energy efficiency documentation, accessibility certification, Section 3 compliance certification, and related submission materials.
- 3. Maintain accurate cost tracking, schedules of values, invoices, backup documentation, funding-source documentation, and compliance records for the Phoenix Place Project.*
5. Provide accessible, durable, maintainable, and energy-conscious housing that complies with applicable Fair Housing Act, ADA, Section 504, State building code, local permitting, and NCHFA requirements.
6. Use preconstruction estimating, value engineering, constructability review, phasing, and risk management to control cost and schedule.
7. Incorporate environmental review conditions, Section 3 requirements, NCHFA requirements, and federal contract clauses into applicable design and construction documents.
8. Preserve the County's ability to review, approve, reject, phase, or defer portions of the work based on funding, grant approvals, NCHFA requirements, Board action, or budget constraints.

B. TASKS

Task 1 - Project Initiation and Management

- Conduct project kickoff; confirm scope, budget assumptions, schedule, communication protocols, deliverables, decision-making process, and reporting requirements.
- Prepare a Project Management Plan including schedule control, cost control, risk register, quality management, document control, and meeting cadence.

REQUEST FOR QUALIFICATIONS (RFQ) DESIGN-BUILD SERVICES FOR PHOENIX PLACE PERMANENT SUPPORTIVE HOUSING PROJECT - SECOND SOLICITATION

- *Establish project accounting and reporting for Phoenix Place, including schedules of values, budget codes, invoices, funding-source documentation, and compliance records.*

Task 2 - Due Diligence and Existing Conditions

- *Perform site reconnaissance, data collection, utility coordination, code review, and assessment of permitting, accessibility, environmental, and NCHFA requirements applicable to Phoenix Place.*
- *Identify and coordinate required surveys, geotechnical investigations, utility locates, environmental documentation, or other studies needed for design, permitting, construction, or NCHFA review.*

Task 3 - Programming and Concept/Schematic Design

- *Confirm the program for ten (10) Phoenix Place units and directly related site layout, utilities, access, parking, sidewalks, drainage, landscaping, accessibility, energy efficiency, and NCHFA review requirements.*
- *Develop concept alternatives showing building locations, pedestrian and vehicular circulation, utilities, drainage, parking, landscaping, and directly related site improvements.*
- *Prepare schematic plans, floor plans, conceptual elevations, code/accessibility strategy, outline specifications, preliminary schedule, and order-of-magnitude estimate.*

Task 4 - Design Development and NCHFA Coordination

- *Advance the selected concept and coordinate architecture, structure, civil, landscape, MEP/FP/IT systems, accessibility, energy efficiency, phasing, and constructability.*
- *Prepare and coordinate materials required for NCHFA review of Phoenix Place, including plan and specification submissions, responses to review comments, accessibility documentation, and energy-efficiency coordination.*
- *Update the cost estimate, value-engineering log, phasing plan, and permitting checklist.*

Task 5 - Construction Documents and Permitting

- *Prepare complete, coordinated construction documents suitable for permitting, NCHFA review/approval, subcontractor procurement, and construction.*
- *Incorporate applicable contract clauses, environmental review conditions, Section 3 requirements where applicable, accessibility requirements, and NCHFA plan requirements in the applicable documents.*
- *Support City/County plan review, utility approvals, building permits, and other permits; respond to comments and revise documents as needed.*

Task 6 - NCHFA Final Commitment Support for Phoenix Place

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

REQUEST FOR QUALIFICATIONS (RFQ) DESIGN-BUILD SERVICES FOR PHOENIX PLACE PERMANENT SUPPORTIVE HOUSING PROJECT - SECOND SOLICITATION

- Required materials may include final plans and specifications; signed construction contract; signed energy efficiency contract or energy consultant documentation; Architect's Certificate of Compliance with applicable accessibility codes; Section 3 Compliance Certification; construction schedule; project budget; and any other NCHFA-required documents.
- The Design-Builder shall incorporate NCHFA review comments and shall not proceed with Phoenix Place construction activities without County authorization and any required NCHFA approval/final commitment.

Task 7 - Trade Partner/Subcontractor Coordination, Documentation, and Open-Book Pricing

- *Coordinate with the proposed licensed contractors, licensed subcontractors, trade partners, suppliers, and design professionals to develop scopes of work, pricing assumptions, alternates, allowances, contingencies, schedules of values, and construction pricing for County review. Maintain an open-book pricing record sufficient to support County review, cost or price analysis, funding documentation, NCHFA review, and documentation of fair and reasonable compensation.*
- *Comply with applicable North Carolina public construction requirements and, where applicable, Section 3 and the federal business consideration requirements of 2 C.F.R. 200.321 concerning small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor-surplus-area firms. These federal consideration requirements are not State/local participation goals, quotas, set-asides, ownership preferences, or scoring preferences.*
- Prepare a proposed GMP, lump sum, or other mutually acceptable pricing structure with supporting documentation, schedules of values, alternates, allowances, contingencies, general conditions, and basis of pricing.

Task 8 - Construction Execution and Administration

- Plan, coordinate, and manage construction activities after County authorization and any required grantor/NCHFA approvals.
- Manage submittals, RFIs, schedule updates, pay applications, change proposals, inspections, testing, meetings, safety coordination, and quality control.
- *Maintain complete Phoenix Place project, construction, compliance, environmental, funding, monitoring, and closeout records.*

Task 9 - Closeout, Warranty, and Post-Construction Support

- *Provide punch lists, record drawings, operation and maintenance manuals, warranties, permits, certificates of occupancy, final inspections, testing documentation, energy and accessibility documentation, and all closeout materials required by the County, NCHFA, and applicable authorities.*
- Provide warranty-period assistance for up to twelve (12) months from final completion, including follow-up visits if requested by the County.

4.2 VENDOR'S PROPOSAL REQUIREMENTS

The vendor's proposal must include the required information below and shall be tabbed using the titles identified in this section. Vendors should keep responses clear, direct, and responsive. A precise one-to-one

REQUEST FOR QUALIFICATIONS (RFQ) DESIGN-BUILD SERVICES FOR PHOENIX PLACE PERMANENT SUPPORTIVE HOUSING PROJECT - SECOND SOLICITATION

match with every project component is not required; the County is seeking capable teams with relevant experience, capacity, and a credible delivery approach.

A. FIRM QUALIFICATIONS

Provide a brief summary of the proposed Design-Builder's legal structure, capacity, licensure, insurance, and qualifications to deliver Phoenix Place. Identify whether the team is a single firm, joint venture, prime contractor with design professionals, or other lawful arrangement. Describe the team's capacity to comply with applicable Section 3 and federal business consideration requirements. No respondent will receive a preference or evaluation credit based solely on ownership status.

B. RELEVANT EXPERIENCE

Share representative projects that demonstrate experience with permanent supportive housing, affordable housing, community facilities, design-build delivery, infill development, accelerated schedules, NCHFA requirements, or comparable State/federally assisted construction. Note the client, general scope, your role, cost and schedule outcomes, and how the experience informs Phoenix Place.

C. PROJECT APPROACH & SCHEDULE

Describe the proposed approach to preconstruction, design, NCHFA coordination, permitting, cost control, risk management, quality control, applicable federal/State/local compliance, team and trade coordination, and construction. Provide a high-level schedule showing how the team will complete NCHFA-required final commitment items before January 2027.

D. PROJECT TEAM QUALIFICATIONS AND OPTION A TEAM IDENTIFICATION

Introduce key personnel and roles, including the Design-Build Project Executive, Project Manager, Superintendent, licensed contractor or contractors, licensed subcontractors proposed to be used, Architect of Record, key engineering disciplines, cost/pricing lead, compliance lead, and key subconsultants known at the SOQ stage. Include short bios or resumes, license or registration information, general availability, and a completed Attachment M.

E. REFERENCES

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

F. REQUIRED ATTACHMENTS

Submit completed Attachments B through G, Attachment M, and Attachment O, together with any additional forms requested by addendum. Attachment F shall be submitted in a separate sealed envelope and shall address Phoenix Place only. Attachment N is deleted and shall not be submitted.

REQUEST FOR QUALIFICATIONS (RFQ) DESIGN-BUILD SERVICES FOR PHOENIX PLACE
PERMANENT SUPPORTIVE HOUSING PROJECT - SECOND SOLICITATION

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 shall be implemented only by written amendment or approved change order executed by the County and Contractor. Changes must comply with applicable County, NCHFA, funding, environmental, and contract requirements.

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

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

5.8 PAYMENT TERMS

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

5.9 APPROPRIATION OF FUNDS

The parties intend that contractual performances by either party beyond the first fiscal year after 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

REQUEST FOR QUALIFICATIONS (RFQ) DESIGN-BUILD SERVICES FOR PHOENIX PLACE PERMANENT SUPPORTIVE HOUSING PROJECT - SECOND SOLICITATION

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 BONDS

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

5.13 GENERAL INDEMNITY

The CONTRACTOR shall hold and save the COUNTY, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the CONTRACTOR in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the CONTRACTOR provided that the CONTRACTOR is notified in writing within 30 days that the COUNTY has knowledge of such claims. The CONTRACTOR represents and warrants that it shall make no claim of any kind or nature against the COUNTY's agents who are involved in the delivery or processing of CONTRACTOR goods or services to the COUNTY. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

5.14 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.

REQUEST FOR QUALIFICATIONS (RFQ) DESIGN-BUILD SERVICES FOR PHOENIX PLACE
PERMANENT SUPPORTIVE HOUSING PROJECT - SECOND SOLICITATION

5.15 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.

5.16 LAWS AND ORDINANCES

The contract will be governed by North Carolina law, except where applicable federal law or a binding funding condition governs.

5.17 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all laws, ordinances, codes, rules, regulations, licensing requirements, NCHFA requirements, and funding conditions applicable to its business and performance. Attachment H contains federal and funding clauses that apply to the extent triggered by law, funding source, contract amount, or written County determination. Additional required terms may be included in the final executed contract.

5.18 COUNTY PROJECT MANAGER

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

5.19 NCHFA APPROVAL AND FINAL COMMITMENT

Final plans and specifications for Phoenix Place are subject to NCHFA review and approval. The Design-Builder shall support the County in obtaining NCHFA final commitment and shall provide or coordinate all required documents, including the signed construction contract or construction-phase amendment, energy-efficiency documentation, Architect's Certificate of Compliance with accessibility codes, Section 3 Compliance Certification if applicable, project budget, sources and uses, construction schedule, final plans and specifications, and related materials. No deviation from NCHFA-approved plans and specifications may occur without County approval and any required NCHFA approval.

5.20 COST SEGREGATION AND FUNDING ACCOUNTABILITY

The Contractor shall maintain costs, invoices, schedules of values, change orders, backup documentation, and reporting for Phoenix Place in a manner sufficient to support County review, NCHFA review, funding-source documentation, project monitoring, audit, and closeout. Costs shall not be shifted to any other County project, funding source, or activity without prior written County approval and, where applicable, NCHFA or other required approval.

5.21 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.

REQUEST FOR QUALIFICATIONS (RFQ) DESIGN-BUILD SERVICES FOR PHOENIX PLACE PERMANENT SUPPORTIVE HOUSING PROJECT - SECOND SOLICITATION

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.

REQUEST FOR QUALIFICATIONS (RFQ) DESIGN-BUILD SERVICES FOR PHOENIX PLACE
PERMANENT SUPPORTIVE HOUSING PROJECT - SECOND SOLICITATION

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. **PRE-SUBMITTAL SITE WALKTHROUGH:** No additional walkthrough is scheduled for this Second Solicitation. See Section 2.4.
4. **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.
5. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.
6. **GIFTS:** Gifts and favors to the County of any kind in any amount are prohibited.
7. **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.
8. **FEDERAL BUSINESS CONSIDERATION:** To the extent applicable, respondents and the selected Design-Builder shall comply with 2 C.F.R. 200.321 concerning consideration of small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor-surplus-area firms, and with Section 3 requirements where applicable. These requirements are not State/local participation goals or scoring preferences.
9. **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.
10. **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.
11. **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.
12. **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

REQUEST FOR QUALIFICATIONS (RFQ) DESIGN-BUILD SERVICES FOR PHOENIX PLACE
PERMANENT SUPPORTIVE HOUSING PROJECT - SECOND SOLICITATION

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.

- 13. 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.
- 14. 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.
- 15. 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

REQUEST FOR QUALIFICATIONS (RFQ) DESIGN-BUILD SERVICES FOR PHOENIX PLACE
PERMANENT SUPPORTIVE HOUSING PROJECT - SECOND SOLICITATION

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:

REQUEST FOR QUALIFICATIONS (RFQ) DESIGN-BUILD SERVICES FOR PHOENIX PLACE
PERMANENT SUPPORTIVE HOUSING PROJECT - SECOND SOLICITATION

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]

REQUEST FOR QUALIFICATIONS (RFQ) DESIGN-BUILD SERVICES FOR PHOENIX PLACE
PERMANENT SUPPORTIVE HOUSING PROJECT - SECOND SOLICITATION

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

REQUEST FOR QUALIFICATIONS (RFQ) DESIGN-BUILD SERVICES FOR PHOENIX PLACE
PERMANENT SUPPORTIVE HOUSING PROJECT - SECOND SOLICITATION

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: _____

REQUEST FOR QUALIFICATIONS (RFQ) DESIGN-BUILD SERVICES FOR PHOENIX PLACE
PERMANENT SUPPORTIVE HOUSING PROJECT - SECOND SOLICITATION

ATTACHMENT F: SEPARATE UNIT PRICE/FEE INFORMATION FORM

This Attachment shall be submitted in a separate sealed envelope marked "Separate Unit Price/Fee Information - Do Not Open With Qualifications." The County requests this information to support federal procurement price consideration, cost/price analysis, negotiation, and documentation of fair and reasonable compensation. This form does not require a final GMP or lump-sum construction price at the SOQ stage unless modified by addendum.

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

This Attachment shall be submitted in a separate sealed envelope marked "Separate Unit Price/Fee Information - Do Not Open with Qualifications." It will not be opened, reviewed, scored, or used to establish the initial qualifications ranking. The County may use this information after ranking, as permitted by law, to support cost or price analysis, negotiation, and documentation of fair and reasonable compensation. This form does not require a final GMP or lump-sum construction price at the SOQ stage unless modified by addendum.

REQUEST FOR QUALIFICATIONS (RFQ) DESIGN-BUILD SERVICES FOR PHOENIX PLACE
PERMANENT SUPPORTIVE HOUSING PROJECT - SECOND SOLICITATION

**ATTACHMENT G: CERTIFICATION REGARDING DOMESTIC PREFERENCE
AND BUILD AMERICA, BUY AMERICA APPLICABILITY**

Certification for Domestic Preference and BABA Requirements, if Applicable

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, to the extent the Build America, Buy America Act applies to the Phoenix Place Permanent Supportive Housing Project, the iron, steel, manufactured products, and construction materials used in the contract will comply with applicable requirements, approved waivers, and written County direction.

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. If manufactured products are subject to an applicable domestic-content requirement, the products shall meet the governing standard or an approved waiver, as identified by the County in writing.
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

REQUEST FOR QUALIFICATIONS (RFQ) DESIGN-BUILD SERVICES FOR PHOENIX PLACE
PERMANENT SUPPORTIVE HOUSING PROJECT - SECOND SOLICITATION

ATTACHMENT H: FEDERAL REQUIRED CONTRACT CLAUSES

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

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

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

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

1. 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.

REQUEST FOR QUALIFICATIONS (RFQ) DESIGN-BUILD SERVICES FOR PHOENIX PLACE
PERMANENT SUPPORTIVE HOUSING PROJECT - SECOND SOLICITATION

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.

REQUEST FOR QUALIFICATIONS (RFQ) DESIGN-BUILD SERVICES FOR PHOENIX PLACE
PERMANENT SUPPORTIVE HOUSING PROJECT - SECOND SOLICITATION

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

REQUEST FOR QUALIFICATIONS (RFQ) DESIGN-BUILD SERVICES FOR PHOENIX PLACE PERMANENT SUPPORTIVE HOUSING PROJECT - SECOND SOLICITATION

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

REQUEST FOR QUALIFICATIONS (RFQ) DESIGN-BUILD SERVICES FOR PHOENIX PLACE
PERMANENT SUPPORTIVE HOUSING PROJECT - SECOND SOLICITATION

(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.

REQUEST FOR QUALIFICATIONS (RFQ) DESIGN-BUILD SERVICES FOR PHOENIX PLACE
PERMANENT SUPPORTIVE HOUSING PROJECT - SECOND SOLICITATION

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

If FEMA or other federal financial assistance is used to fund all or a portion of the contract, the contractor shall comply with the applicable Federal laws, regulations, executive orders, agency policies, procedures, and directives identified in the contract or written funding guidance.

REQUEST FOR QUALIFICATIONS (RFQ) DESIGN-BUILD SERVICES FOR PHOENIX PLACE
PERMANENT SUPPORTIVE HOUSING PROJECT - SECOND SOLICITATION

18. Affirmative Socioeconomic Steps

To the extent applicable, the Contractor shall take the affirmative steps identified in 2 C.F.R. 200.321(b)(1)-(5) to ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor-surplus-area firms are considered 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.

REQUEST FOR QUALIFICATIONS (RFQ) DESIGN-BUILD SERVICES FOR PHOENIX PLACE
PERMANENT SUPPORTIVE HOUSING PROJECT - SECOND SOLICITATION

**ATTACHMENT I: DESIGN-BUILD DETERMINATION AND STATUTORY
CRITERIA**

This attachment documents the County's written criteria supporting use of the design-build delivery method for the Phoenix Place Permanent Supportive Housing Project pursuant to N.C.G.S. 143-128.1A. This attachment is part of the administrative record.

Required Criterion	County Determination
1. Ability to define project requirements before RFQ	The County has defined the Phoenix Place site, ten-home program, directly related site improvements, accessibility requirements, anticipated budget, funding framework, and NCHFA requirements sufficiently to solicit qualified design-build teams. Final design details will be developed through preconstruction and design services.
2. Time constraints	The County is under a tight timeline to complete NCHFA-required Phoenix Place final commitment items before January 2027. Design-build is needed to compress the sequential design-bid-build process and coordinate design, pricing, permitting, and NCHFA review.
3. Ability to ensure quality	Quality will be addressed through qualifications-based evaluation, licensed design professionals, County review of design milestones, NCHFA plan and specification review for Phoenix Place, permitting, inspections, quality-control plans, and closeout requirements.
4. County oversight capability	The County may assign an internal Project Manager and will coordinate with County Management, Community Development, Finance, Legal, NCHFA, and permitting authorities.
Federal business consideration and Section 3 capacity	Where applicable, the RFQ requires capacity to comply with 2 C.F.R. 200.321 and Section 3. These requirements are not State/local participation goals, quotas, ownership preferences, or qualifications scoring preferences.
5. Comparison of advantages/disadvantages	Design-build offers schedule compression, early cost input, constructability review, coordinated NCHFA submissions, and single-point accountability. Disadvantages include reduced design completion before contractor selection and the need for strong County oversight, open-book pricing, and clear cost documentation. The County finds the advantages outweigh the disadvantages because of the NCHFA deadline and the need for coordinated delivery of Phoenix Place.

REQUEST FOR QUALIFICATIONS (RFQ) DESIGN-BUILD SERVICES FOR PHOENIX PLACE
PERMANENT SUPPORTIVE HOUSING PROJECT - SECOND SOLICITATION

ATTACHMENT J: FUNDING AND COMPLIANCE MATRIX

Project Component	Funding Source	Primary Compliance Treatment	Notes
Phoenix Place Permanent Supportive Housing	NCHFA/SHARP funds and County General Fund/local funds. Anticipated project budget: \$3,748,700.	Applicable NCHFA/SHARP requirements, North Carolina public construction law, County requirements, environmental review and reevaluation requirements, accessibility, fair housing, civil rights, permitting, building code, Section 3 where applicable, BABA determination, labor- standards determination, and federal business consideration where applicable.	NCHFA final plans/specifications approval and final commitment materials are required before construction authorization. No physical or choice- limiting action may occur without written County authorization.

REQUEST FOR QUALIFICATIONS (RFQ) DESIGN-BUILD SERVICES FOR PHOENIX PLACE
PERMANENT SUPPORTIVE HOUSING PROJECT - SECOND SOLICITATION

ATTACHMENT K: NCHFA FINAL COMMITMENT CHECKLIST

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

- _____ Final plans and specifications for Phoenix Place submitted to and approved by NCHFA.
- _____ Signed construction contract or design-build construction phase amendment, as required by NCHFA.
- _____ Signed energy efficiency contract or energy consultant/verifier documentation required by NCHFA.
- _____ Architect's Certificate of Compliance with applicable accessibility codes.
- _____ Section 3 Compliance Certification and related documentation.
- _____ Project budget, sources and uses, construction schedule, and cost estimates required by NCHFA.
- _____ Evidence of environmental clearance and/or reevaluation, if required.
- _____ Permitting and plan review status documentation.
- _____ Any additional documents identified in the NCHFA conditional commitment letter, SHARP requirements, or NCHFA review comments.

REQUEST FOR QUALIFICATIONS (RFQ) DESIGN-BUILD SERVICES FOR PHOENIX PLACE
PERMANENT SUPPORTIVE HOUSING PROJECT - SECOND SOLICITATION

**ATTACHMENT L: ENVIRONMENTAL CLEARANCE SUMMARY AND
APPENDIX REFERENCE**

The County has environmental review materials on file for Phoenix Place. The full Environmental Review Record, if applicable to the authorized funding and scope, is maintained by Cumberland County Community Development and is available for public review as required. The County may provide applicable environmental clearance, notice-to-proceed, mitigation, condition, or reevaluation documentation during negotiation or performance.

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

Potential Appendix Documents, if applicable:

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

REQUEST FOR QUALIFICATIONS (RFQ) DESIGN-BUILD SERVICES FOR PHOENIX PLACE
PERMANENT SUPPORTIVE HOUSING PROJECT - SECOND SOLICITATION

**ATTACHMENT M: PROJECT TEAM SELECTION OPTION A - TEAM
IDENTIFICATION FORM**

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

Design-Builder: _____

Authorized Representative: _____

Telephone/Email: _____

A. LICENSED CONTRACTOR(S) PROPOSED FOR THE PROJECT

Identify the licensed contractor or contractors whom the Design-Builder proposes to use. Additional firms may be listed on an attachment.

Required Information	Response
Firm Name	
Role	
NC License No.	
License Classification/Limitation	
Primary Contact	
Email/Phone	
Federal Business Consideration / Section 3 Status, if known and applicable	

B. LICENSED SUBCONTRACTORS PROPOSED FOR THE PROJECT

Identify the licensed subcontractors whom the Design-Builder proposes to use, to the extent known at the SOQ stage. Additional firms may be listed on an attachment.

Required Information	Response
Firm Name	
Trade/Scope	
NC License No., if applicable	
License Classification/Limitation, if applicable	

**REQUEST FOR QUALIFICATIONS (RFQ) DESIGN-BUILD SERVICES FOR PHOENIX PLACE
PERMANENT SUPPORTIVE HOUSING PROJECT - SECOND SOLICITATION**

Required Information	Response
Primary Contact	
Email/Phone	
Federal Business Consideration / Section 3 Status, if known and applicable	

C. DESIGN PROFESSIONALS PROPOSED FOR THE PROJECT

Identify the design professionals whom the Design-Builder proposes to use. Additional firms may be listed on an attachment.

Required Information	Response
Firm Name	
Discipline/Role	
NC License/Registration No., if applicable	
Primary Contact	
Email/Phone	
Federal Business Consideration / Section 3 Status, if known and applicable	

D. ADDITIONAL SUBCONTRACTOR IDENTIFICATION

If all licensed subcontractors are not known at the SOQ stage, describe the process by which additional licensed subcontractors will be identified, evaluated, selected, documented, and submitted to the County for review and approval:

E. TEAM FORMATION AND OUTREACH NARRATIVE

Describe how the proposed team was assembled and how the respondent considered applicable federal business consideration requirements and Section 3 participation, where applicable. Address outreach, availability, trade-package opportunities, capacity, bonding or insurance considerations, and anticipated opportunities for additional participation. No ownership preference or scoring credit applies.

F. CERTIFICATION

The undersigned certifies that the respondent has identified the licensed contractor or contractors, licensed subcontractors, and design professionals whom it proposes to use, to the extent known at the SOQ stage. The respondent understands that identified firms and individuals may be treated as key personnel or key team members and may not be changed after award without prior written approval from the County.

Authorized Signature: _____

Printed Name and Title: _____

Firm Name: _____ Date: _____

REQUEST FOR QUALIFICATIONS (RFQ) DESIGN-BUILD SERVICES FOR PHOENIX PLACE
PERMANENT SUPPORTIVE HOUSING PROJECT - SECOND SOLICITATION

**ATTACHMENT O: SECOND SOLICITATION AND ADDENDUM
ACKNOWLEDGMENT**

This attachment must be completed and submitted with the Statement of Qualifications.

_____ The respondent reviewed and prepared its submission from the consolidated Second Solicitation issued July 30, 2026.

_____ The respondent submitted a complete current packet and is not relying on its first-round submission.

_____ All required forms are completed, signed, and dated for this Second Solicitation.

_____ Attachment F is separately sealed, and no price or fee information appears in the qualifications package.

_____ Attachment M identifies the respondent's proposed Option A team.

Addenda issued after July 30, 2026:

Addendum No.	Date Received/Reviewed	Authorized Initials

If no addendum is issued after July 30, 2026, write "None" in the first row.

Respondent: _____

Authorized Signature: _____

Printed Name and Title: _____

Date: _____

END OF SECOND SOLICITATION