

Brasfield & Gorrie in association with Holt Brothers Construction is accepting prequalification documentation from trade contractors for the City of Raleigh East Civic Tower (ECT) for Bid Package: 12C Systems Furniture.

Pursuant to General Statutes of North Carolina Sections 143-128.2 and 143-131, and in accordance with City policy, the City of Raleigh encourages and provides equal opportunity for certified Minority and Woman-Owned Business Enterprise (MWBE) businesses to participate in all aspects of the City's contracting and procurement programs to include Professional Services; Goods and Other Services; and Construction. The prime contractor will be required to identify participation of MWBE businesses in their Bid, and how that participation will be achieved in accordance with the City of Raleigh guidelines. Furthermore, the City's goal is to contract or sub-contract fifteen percent (15%) of the contract amount to certified MWBEs on construction projects over \$300,000, or with contracts that include \$100,000 or more in state funding. Information regarding the City of Raleigh's MWBE program can be found at <https://raleighnc.gov/doing-business/minority-and-women-owned-business-enterprise-mwbe>.

Prequalification forms are available at <https://evp.nc.gov/solicitations/> or contact Amanda Brennan for details at [abrennan@BrasfieldGorrie.com](mailto:abrennan@BrasfieldGorrie.com). Forms are due July 11, 2025. Only those bidders that have been prequalified shall be eligible to bid. Any bid submitted by a bidder that was not prequalified shall be rejected as being nonresponsive. Completed prequalification packages must be on the provided form. The completed form should either be emailed to [abrennan@BrasfieldGorrie.com](mailto:abrennan@BrasfieldGorrie.com), or be sealed in an opaque envelope addressed to Brasfield & Gorrie at 3800 Glenwood Avenue, Suite 300, Raleigh, NC 27612 with the audited financial statements sealed in a separate opaque envelope marked "Confidential" and placed into the envelope with the prequalification package. The envelope must be marked to indicate the project name, the company's name, and bid package. The financial statements will be shredded after the evaluations have been completed.

## City of Raleigh

### Prequalification Form for Furniture Dealership

Pursuant to the statute, this form gathers information about the furniture dealer/vendors seeking to qualify for the work and provides a general format for the prequalification criteria. **Completing this questionnaire does not guarantee prequalification.** Evaluation of the submittal shall be performed by the prequalification committee in accordance with GS 143-128.1, 143-135.8 and the City of Raleigh Prequalification Policy.

**Furniture Dealer/Vendor must use this project-specific form from the Prequalification Committee. Do not use a blank template from the North Carolina State Construction Office website or any other template previously used.**

PREQUALIFICATION DUE DATE/TIME: July 11, 2025, 5:00 pm.  
(date) (time)

**Submit to:** Brasfield & Gorrie, L.L.C.

**Project:** Name of Project: City of Raleigh – East Civic Tower  
Project Owner: City of Raleigh, North Carolina  
Project Architect: RATIO  
Project Phase: Systems Furniture Bid - Procurement and Installation  
Furniture Mock-Up Start Date (Approx.): 7 Weeks Following Notice Of Award  
Furniture Installation Start Date (Approx.): May, 2026  
Project/Phase Duration: Mid May - Late July, 2026  
Anticipated Bid Date: Approx. 9/4/2025

#### **Product Performance Requirements:**

Dealership must be able to provide all componentry for open office workstations and private offices from a single systems furniture manufacturer. All manufacturers must provide standard warranty coverage for a minimum of 12 years and include both parts and labor.

#### **Project Description:**

The ECT project is located at the intersection West Hargett and South McDowell Streets and consists of a 360,000 SF, 17-story civic tower. Finished floors consist of floors 1-13.

**Anticipated Start of Installation: May, 2026**

**Submittals:** Interested firms must submit four (4) hard copies and one (1) electronic copy of this form and all required attachments. **Late submittals will not be accepted.**

**SPECIAL NOTE: Bidders shall be disqualified at any time should documents not be notarized as required and/or contain an insufficient bonding capacity amount for the amount bid.**

**City of Raleigh Prequalification Policy:** Please note that the City's prequalification policy has been included in this document as Appendix C.

**If your firm is interested in prequalifying for this project, please complete the following document and submit as requested.**

**City of Raleigh**  
**Prequalification Form for Furniture Dealership**  
**SECTION 1. GENERAL COMPANY INFORMATION**

**1. a. Primary/Main office location:**

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Company Name:

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Physical Address:

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Mailing Address

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City, State, and Zip Code

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Phone number

Fax number

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Primary Contact Name

Secondary Contact Name

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Primary Contact Email Address

Secondary Contact Email Address

**Organization:**

**1. b. Business type** (check box)

Corporation

Partnership

Limited Liability Company

Sole Proprietor

Joint Venture

Indicate your NC Statewide Uniform Certification: (check box):

MBE

HBE

AABE

AIBE

WBE

SDB

DBE

# City of Raleigh

## Prequalification Form for Furniture Dealership

See website link for more information: <https://www.doa.nc.gov/divisions/historically-underutilized-businesses-hub>

Other (specify): \_\_\_\_\_

Certifying Agency / State (specify): \_\_\_\_\_

Is your firm registered with the State of North Carolina to do business?

Yes

No

Is your firm owned or controlled by a parent or any other organization?

Yes

No

Describe Ownership if Yes:

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List all other names your firm has operated as for the past five (5) years:

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List owners, officers, partners, or individuals authorized to represent or conduct business for or sign legal documents for the firm. This list must include the full legal name, typed or printed in a clear legible form. [Note that firms experiencing changes in ownership, organizational structure, or material changes in assets must inform the Bid Agent prior to the award of a contract. Failure of the firm to comply with this requirement may result in the termination of any contract awarded by the City.]

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**1. c. Licensing Information** (The Applicant must provide a copy of their North Carolina Contractor's License)

Name of licensee/NC License number:

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**City of Raleigh**  
**Prequalification Form for Furniture Dealership**

License Limit/Level:

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State/County/City Privilege License:

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Has any license ever been denied or revoked?

Yes

No

If yes, please describe. Attach additional sheets as needed.

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**1. d. Type of Work Performed on a regular basis**

Primary Scope of Work: \_\_\_\_\_

Secondary Scope of Work: \_\_\_\_\_

Other Scope of Work: \_\_\_\_\_

What type of work does the firm self-perform? \_\_\_\_\_

Provide a brief explanation (Note that the firm shall indicate the type(s) of work the firm's workforce and equipment normally performed, licensure, and other pertinent information. Attach additional sheets as needed.):

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**Bonding:**

**1. e. (1)** Attach letter, dated within the last 30 days, from your surety company, signed by its Attorney in Fact, verifying its willingness to issue sufficient payment and performance bonds for this project, on behalf of your firm and the dollar limits of that bond commitment, both single and aggregate. Surety company bond rating shall be rated "A" or better under the A.M. Best Rating system or The Federal Treasury List.

**City of Raleigh**  
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Have you attached a surety letter?

Yes

No

**1. e. (2)** Have any Funds ever been expended by a Surety Company on your firm's behalf?

Yes

No

If yes, please explain:

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**Insurance:**

**1. f.** The minimum requirements of coverage are included in Appendix A (City of Raleigh Insurance Requirements for a CONTRACT FOR CONSTRUCTION/REPAIR) located on pages 18 and 19 of this form. Firms must indicate that they can provide evidence of insurance coverage should they be the successful bidder by attaching a copy of their insurance certificate. See Appendix A in this document for requirements.

Have you attached a copy of your insurance certificate?

Yes

No

**Financials:**

**1. g.** Attach a minimum of one year of complete audited financial statements from the past two years. If financial statements have NOT been audited in the last two years, please provide the most recent unaudited financial statements. Have you attached financial statement(s)?

Yes

No

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**Prequalification Form for Furniture Dealership**

**SECTION 2. GENERAL REQUIREMENTS**

**Experience – Size/Capacity/Workload:**

**2. a. (1)** List the annual dollar value of furniture work the company has performed for each year over the last (3) three calendar years as listed (if applicable) within the state of NC.

2024 \_\_\_\_\_

2023 \_\_\_\_\_

2022 \_\_\_\_\_

**2. a. (2)** How many projects do you currently have under contract or in progress and what is their total dollar value?

- \_\_\_\_\_ (# of projects);
- \$ \_\_\_\_\_ (Current projects contract amount);
- \$ \_\_\_\_\_ (Projects current amount remaining to bill)

**2. a. (3)** What was your largest job completed?

\_\_\_\_\_ Sq. Ft.

\$ \_\_\_\_\_ Dollar Amount

\_\_\_\_\_ Name of Project and Location  
(City/State)

\_\_\_\_\_ Name of Owner, Designer, and General  
Contractor

\_\_\_\_\_ Year Completed

**2. a. (4)** Current Backlog:

\$ \_\_\_\_\_ Dollar Amount

## City of Raleigh

### Prequalification Form for Furniture Dealership

**2. a. (5)** List the three largest contracts currently under contract or in progress during the timeline of this project, including for each, the name of the project, owner, architect and/or GC/CMR and contact information below.

<b>1 –Project Name</b>	
Description of Work Performed	
Owner Name/Representative	
Owner Address/Phone #/Email	
Architect Name/Representative	
Architect Address/Phone #/Email	
GC or CM Name/Representative	
GC or CM Address/Phone #/Email	
Contract Dollar Value	
Percentage Complete	
Current Anticipated Completion Date	
<b>#2 –Project Name</b>	
Description of Work Performed	
<i>Owner Name/ Representative</i>	
Owner Address/Phone #/Email	
Architect Name/Representative	
Architect Address/Phone #/Email	
GC or CM Name/Representative	
GC or CM Address/Phone #/Email	
Contract Dollar Value	
Percentage Complete	

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Current Anticipated Completion Date	
<b>#3 –Project Name</b>	
Description of Work Performed	
Owner Name/ Representative	
Owner Address/Phone #/Email	
Architect Name/Representative	
Architect Address/Phone #/Email	
GC or CM Name/Representative	
GC or CM Address/Phone #/Email	
Contract Dollar Value	
Percentage Complete	
Current Anticipated Completion Date	

**Office Locations:**

**2. b.** Will this project be managed and directed from a regional office in Raleigh, Durham, or Chapel Hill? (An office in NC is defined as “The principal place from which the trade or business of the bidder is directed or managed,” per GS 143-59c).

Yes

No

Location of Office Primarily Responsible for Work \_\_\_\_\_

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**Litigation/Claims:**

The firm will be required to submit information regarding its litigation history, **including litigation with owners and subcontractors.**

**2. c. (1)** Has your company been involved in any judgments, claims, arbitration or mediation proceedings, or lawsuits within the last five years, whether resolved or still pending resolution?

Yes

No

If yes, state the project name(s), year(s), case number, and case disposition:

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**2. c. (2)** Are there currently any judgments, claims, arbitration or mediation proceedings or lawsuits pending or outstanding against your company, its officers, owners, or agents?

Yes

No

If yes, state the project name(s), year(s), case number, and case disposition (Provide additional sheets as needed):

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**2. c. (3)** Has your company ever failed to complete work awarded to it?

Yes

No

If yes, state the project name(s), year(s) and reason why. (Provide additional sheets as needed):

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**2. c. (4)** Have you ever paid liquidated damages on any project?

Yes

No

If yes, state the project name(s), year(s) and reason why. (Provide additional sheets as needed):

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## City of Raleigh

### Prequalification Form for Furniture Dealership

**2. c. (5)** Has your present company, its officers, owners, or agents ever been convicted of charges relating to conflicts of interest, bribery, or bid rigging?

Yes

No

If yes, state the project name(s), year(s) and reason why. (Provide additional sheets as needed):

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**2. c. (6)** Has your present company, its officers, owners, or agents ever been barred from bidding public work?

Yes

No

If yes, state the project name(s) and location(s), year(s), case number, and reason(s) why (Provide additional sheets as needed):

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**Safety Record:**

**2. d.** List your company's Experience Modification Rate (EMR) for past three years. (Attach OSHA 300 Log for the last 3 years.). Firms must provide copies of any complaints, safety violations or reports from the North Carolina Qualifications Board, OSHA, or any other regulating agency associated with any construction project (i.e., OSHA 300 log). Have these documents been attached?

Yes

No

Current rate: \_\_\_\_\_

2024 rate: \_\_\_\_\_

2023 rate: \_\_\_\_\_

2022 rate: \_\_\_\_\_

If these rates reflect corporate performance over a number of locations, please explain, to the extent possible, the performance experience of the location serving this project:

List any OSHA fines and Jobsite fatalities in the past 3 years with an explanation:

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**Historically Underutilized Business (HUB) Plan:**

**2. e (1).** Does the company currently have a documented plan for engaging subcontractor participation from Historically Underutilized Businesses?

Yes

No

If yes, please attach your company's HUB plan.

**2. e (2).** Is the company familiar with the City of Raleigh's MWBE Program?

Yes

No

Additional information about the City of Raleigh's MWBE Program is available at:

<https://raleighnc.gov/doing-business/services/minority-and-women-owned-business-enterprise-mwbe>

**City of Raleigh**  
**Prequalification Form for Furniture Dealership**

**SECTION 3. PROJECT SPECIFICS/TEAM**

**3. a.** The assigned project superintendent for this project shall be: \_\_\_\_\_

Include a resume. Have you included a resume?

Yes

No

**3. b.** The experience this superintendent has on this specific type of project is:

0-2 years

3-4 years

5-10 years

greater than 10 years

**3. c.** The assigned project manager for this project shall be: \_\_\_\_\_

Include a resume. Have you included a resume?

Yes

No

**3. d.** The experience this project manager has on this specific type of project is:

0-2 years

3-4 years

5-10 years

greater than 10 years

**3. e.** The assigned sales/account manager for this project shall be: \_\_\_\_\_

Include a resume. Have you included a resume?

Yes

No

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**3. f.** The experience this sales/account manager has on this specific type of project is:

- 0-2 years
- 3-4 years
- 5-10 years
- greater than 10 years

**3. g.** The assigned designer for this project shall be: \_\_\_\_\_

Include a resume. Have you included a resume?

- Yes
- No

**3. h.** The experience this designer has on this specific type of project is:

- 0-2 years
- 3-4 years
- 5-10 years
- greater than 10 years

## City of Raleigh

### Prequalification Form for Furniture Dealership

**3.i. Similar Projects:** List three (3) current or completed projects of similar type which most closely reflects the size and complexity of the type of work being requested for the currently proposed project within the last 10 years, within the state of North Carolina.

**Indicate if any project descriptions or other pertinent information are attached separately as a continuation page.**

Additional project information related to this Furniture Project is available or upon request and includes a current set of plans. (Note the additional project information is preliminary and IS LIKELY TO CHANGE at the time of bid. This additional project information is provided solely as a courtesy for the purposes of responding to 3.e.)

<b>1 –Project Name</b>	
Description of Work Performed	
Owner Name/ Representative	
Owner Address/Phone #/Email	
Architect Name/Representative	
Architect Address/Phone #/Email	
GC or CM Name/Representative	
GC or CM Address/Phone #/Email	
Contract Dollar Value	
If complete, was the project on time? If not, explain.	
Percentage Complete	
Current Anticipated Completion Date	

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<b>#2 –Project Name</b>	
Description of Work Performed	
Owner Name/ Representative	
Owner Address/Phone #/Email	
Architect Name/Representative	
Architect Address/Phone #/Email	
GC or CM Name/Representative	
GC or CM Address/Phone #/Email	
Contract Dollar Value	
If complete, was the project on time? If not, explain.	
Percentage Complete	
Current Anticipated Completion Date	
<b>#3 –Project Name</b>	
Description of Work Performed	
Owner Name/ Representative	
Owner Address/Phone #/Email	
Architect Name/Representative	
Architect Address/Phone #/Email	
GC or CM Name/Representative	
GC or CM Address/Phone #/Email	
Contract Dollar Value	
If complete, was the project on time? If not, explain.	

**City of Raleigh**  
**Prequalification Form for Furniture Dealership**

Percentage Complete	
Current Anticipated Completion Date	

**SECTION 4. PRODUCT PERFORMANCE REQUIREMENTS**  
**(Included Above)**

4.a. Dealership must be able to provide all componentry for open office workstations and private offices from a single systems furniture manufacturer. All manufacturers must provide standard warrantee coverage for a minimum of 12 years and include both parts and labor.

**SECTION 5. CONTRACTOR PERFORMANCE EVALUATIONS**

5.a. Have you received unsatisfactory performance evaluations for performance of the work for which you were responsible for any projects?

Yes

No

If the answer is yes, please provide an explanation on a separate sheet and provide responses to the following: 1) Name of the project; 2) Name of the general contractor if you were a subcontractor; 3) Identify the tier status if you were a subcontractor; 4) Describe the scope of work for which you were responsible; 5) What remedial measures were instituted to cure the unsatisfactory performance evaluation; 6) Indicate if payment, in addition to retainage, was withheld for unsatisfactory work; 7) Indicate if your surety was notified; and 8) Describe any assistance provided by the surety to improve performance.

5.b. Have your received unsatisfactory at the conclusion of a project?

Yes

No

If the answer is yes, please provide an explanation on a separate sheet.

5.c. Has your firm ever been defaulted on a project or notified of intent to default on a project?

If the answer is yes, please provide an explanation on a separate sheet and provide responses to the following: 1) Name of the project; 2) Name of the general contractor if you were a subcontractor; 3) Identify the tier status if you were a subcontractor; 4) Describe the scope of work for which you were responsible; 5) What remedial measures were instituted to cure the unsatisfactory performance evaluation; 6) Indicate if payment, in addition to retainage, was withheld for unsatisfactory work; 7) Indicate if your surety was notified; 8) Describe any assistance provided by the surety to improve performance; 9) Indicate the amount of liquidated damages assessed, and 10) Provide the name, address, telephone number, and email address for a contact for each project cited.

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**Prequalification Form for Furniture Dealership**

**SECTION 6. SIGNATURE**

By signing this document, you are acknowledging that all answers are true to the best of your knowledge.

**Any answers found to be falsified will bar you from being prequalified on this project.**

\_\_\_\_\_  
Company Name (as licensed in NC)

\_\_\_\_\_  
Physical Address

\_\_\_\_\_  
Mailing Address

a. Dated this day of: \_\_\_\_\_

b. Submitted by: \_\_\_\_\_  
Signature By Authorized Officer

\_\_\_\_\_  
Print Title of Authorized Officer

\_\_\_\_\_  
Contact person's telephone number

\_\_\_\_\_  
Contact person's e-mail address

c. Notary Certification:

State of North Carolina, \_\_\_\_\_ County, I, a Notary  
Public of the County and State aforesaid, certify that \_\_\_\_\_, personally  
appeared before me this day and acknowledged the execution of the foregoing instrument.  
Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2022.

(Official Notary Seal or Stamp) \_\_\_\_\_  
Signature of Notary Public

My commission expires \_\_\_\_\_, 20\_\_

**City of Raleigh**  
**Prequalification Form for Furniture Dealership**  
**Appendix A**  
**City of Raleigh Insurance Requirements for a**  
**CONTRACT FOR CONSTRUCTION/REPAIR**

**Appendix A - Insurance Documents**

Project Name: \_\_\_\_\_ Subcontract No.: \_\_\_\_\_  
 Subcontractor: \_\_\_\_\_

**SCHEDULE D  
 INSURANCE REQUIREMENTS**

Prior to commencing the Work, Subcontractor shall purchase and maintain, and shall require in writing that its Sub-Subcontractors (including any independent contractors) purchase and maintain, from companies acceptable to Contractor, insurance of the types and limits of liability as described in this Schedule D and this Subcontract.

No.	Specifications	Coverages, Limits, and Other Requirements
1.0	<b>Commercial General Liability.</b>	Commercial General Liability (“CGL”) insurance issued on an Occurrence Basis meeting at least the following specifications:
1.1	<b>Minimum Limits</b>	The limits of coverage shall not be less than the following amounts: \$1,000,000 Per Occurrence \$2,000,000 General Aggregate Per Project \$2,000,000 Products-Completed Operations Aggregate \$1,000,000 Personal & Advertising Injury \$50,000 Damage To Premises Rented To You \$5,000 Medical Expense
1.2	<b>General Aggregate</b>	A Designated Construction Project(s) General Aggregate limit for this Project.
1.3	<b>Post-Completion Coverage</b>	Products-Completed Operations coverage with respect to the Work performed under the Subcontract in identical amount, including required endorsements, for a minimum of three (3) years following final completion of the Work under the Subcontract. Subcontractor shall provide written representation to Contractor stating Work completion date.
1.4	<b>Form</b>	This insurance is to be issued on an ISO form CG 00 01 or equivalent form.
1.5	<b>Insured Contracts</b>	Coverage shall include, but not be limited to, liability assumed by Subcontractor under the Subcontract, including the tort liability of another assumed in a business contract, and shall include unmodified Separation of Insureds coverage.
1.6	<b>Prohibitions</b>	Prohibited exclusions/limitations (or their equivalents) include, but are not limited to: a. No Amendment restricting the ISO Insured Contract Definition; b. Contractual Liability Exclusion; c. Damage to Work Performed by Subcontractors On Your Behalf; d. Explosion, Collapse and Underground Property Damage Hazard; e. Earth Movement; f. Work Height; and g. Cross-suits (named v. additional insureds exclusion).
2.0	<b>Commercial Auto Liability.</b>	Commercial business auto liability insurance meeting at least the following specifications:
2.1	<b>Minimum Limits</b>	The limits of liability shall be no less than \$1,000,000 Combined Single Limit (CSL).
2.2	<b>Form</b>	ISO form CA 00 01 or an equivalent form with coverage at least as broad as ISO CA 00 01.
2.3	<b>Scope</b>	This insurance is to cover bodily injury and property damage arising out of the ownership, maintenance, or use (1) of any auto, including owned, hired and non-owned autos, and (2) of any mobile equipment subject to compulsory insurance or financial responsibility laws or other motor vehicle insurance laws.
3.0	<b>Workers Compensation and Employers Liability.</b>	Workers Compensation and Employers Liability insurance meeting at least the following specifications:
3.1	<b>Workers Compensation Limits</b>	The minimum limits of this insurance shall be no less than the statutory limits, even if Subcontractor is otherwise exempted under applicable state law.
3.2	<b>Employers Liability Limits</b>	The minimum limits of this insurance shall be no less than \$1,000,000 each accident and disease (each employee and policy limit).
3.3	<b>Territory</b>	The state in which the Work is to be performed must be listed under Item 3.A. on the Declaration Page of the policy or on the certification from Subcontractor’s workers compensation fund.
3.4	<b>Scope</b>	This insurance is to cover liability arising out Subcontractor’s employment of workers and anyone for whom Subcontractor may be liable for workers compensation claims. Workers Compensation insurance is required, and no alternative form of insurance is permitted.

3.5	<b>Prohibitions</b>	Employees leased through a Professional Employment Organization (“PEO”) are not permitted unless approved in writing and in advance by Contractor. If a PEO is allowed by Contractor, an Alternate Employer Endorsement in the name of Contractor must be provided.
3.6	<b>Stop Gap</b>	Stop Gap coverage must be provided if Work is to be performed in a monopolistic state, listing the state(s) in which Work is to be performed.
3.7	<b>United States Longshoremen &amp; Harbor Workers (“USL&amp;H”)</b>	USL&H coverage must be provided where such exposure exists listing the state(s) in which Work is to be performed.
4.0	<b>Excess/Umbrella Liability.</b> Excess/Umbrella Liability insurance meeting at least the following specifications:	
4.1	<b>Minimum Limits</b>	\$3,000,000 Each Occurrence and Aggregate Limit of Liability
4.2	<b>Scope</b>	This insurance shall be excess over and be no less broad than all coverages and conditions described above.
4.3	<b>General Aggregate</b>	A Designated Construction Project(s) General Aggregate Limit shall be provided for this Project.
4.4	<b>Concurrency</b>	Such coverage shall have the same inception date as the Commercial General Liability, Commercial Auto Liability, and Employers Liability coverages.
4.5	<b>Drop-Down Coverage</b>	Drop-down coverage shall be provided for reduction and/or exhaustion of underlying aggregate limits.
4.6	<b>Defense Costs</b>	This insurance is to include a duty to defend any insured.
5.0 {Cont	<b>Professional Liability.</b> If indicated in the box to the left or included in the “Scope” section below, Professional Liability insurance meeting at least the following specifications:	
5.1	<b>Minimum Limits</b>	Limits of coverage shall be no less than: \$2,000,000 Each Loss \$2,000,000 Annual Aggregate  If a combined Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Loss and Aggregate.
5.2	<b>Scope</b>	Such insurance shall cover Work rendered by Subcontractor (or its Sub-Subcontractors) under this Subcontract delivered as design-build Work or which qualifies as professional services including, without limitation, any Work that is ineligible for coverage under Subcontractor’s (or any such Sub-Subcontractors’) Commercial General Liability policy by operation of a professional services (or similar) exclusion, and any design-build work, architecture, engineering, design, surveying, or other similar professional services. In the event Subcontractor subcontracts any such Work to a Sub-Subcontractor, then, in addition to the obligation to require all Sub-Subcontractors to adhere to the other requirements set forth in this Schedule D and the Subcontract, Subcontractor shall require each such party to obtain Professional Liability coverage, and Subcontractor shall remain responsible for any consequences resulting from the failure to do so. Subcontractor shall also require that Contractor be named as an intended third-party beneficiary in any agreement with a Sub-Subcontractor that performs any professional services.
5.3	<b>Retroactive Date</b>	Any retroactive date must be effective prior to beginning of services for Contractor.
5.4	<b>Prohibitions</b>	This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: a. bodily injury or property damage where coverage is provided on behalf of design professionals or design/build contractors; b. mold and/or microbial matter and/or fungus and/or biological substance; or c. punitive, exemplary, or multiplied damages, where insurable by law.  A professional liability endorsement to a general liability policy is not acceptable.
5.5	<b>Term</b>	Policies written on a Claims-Made basis shall be maintained for a minimum of three (3) years beyond termination or final completion of the Work. The purchase of an extended discovery period or an extended reporting period on a Claims-Made policy will not be sufficient to meet the terms of this provision.
6.0 {Cont	<b>Pollution Liability.</b> If indicated in the box to the left or included in the “Scope” section below, Pollution Liability insurance meeting at least the following specifications:	
6.1	<b>Minimum Limits</b>	Limits of coverage shall be no less than: \$2,000,000 Each Loss \$2,000,000 Annual Aggregate  If a combined Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Loss and Aggregate.

6.2	<b>Scope</b>	<p>Such insurance shall cover Work involving hazardous materials, or potential pollution risk to the environment, or losses caused by pollution conditions (including, without limitation, asbestos) which may arise from same.</p> <p>The policy must provide coverage for:</p> <ol style="list-style-type: none"> <li>the full scope of the named insured's Work (on-going and completed) to be performed under this Subcontract;</li> <li>loss arising from pollutants including, but not limited to, fungus, bacteria, biological substances, mold, microbial matter, and low-level radioactive materials;</li> <li>third party liability for bodily injury, death, sickness, and disease, real and tangible property damage, loss of use of such property, and clean up expenses;</li> <li>diminution of value and Natural Resources damages;</li> <li>contractual liability;</li> <li>claims arising from owned and non-owned disposal sites utilized in the performance of this Subcontract;</li> <li>claims arising from transportation and/or handling of material, including, without limitation, loading and unloading; and</li> <li>investigation and defense costs and expenses.</li> </ol> <p>Coverage extensions to the General Liability insurance policy without a separate insurance agreement for Subcontractor's Pollution Liability insurance will not fulfill this requirement.</p>
6.3	<b>Retroactive Date</b>	If coverage is provided on a Claims Made basis, coverage will at least be retroactive to the earlier of the date of this Subcontract or the commencement of Subcontractor's Work.
6.4	<b>Prohibitions</b>	<p>This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from:</p> <ol style="list-style-type: none"> <li>insured vs. insured actions. However, exclusion for claims made between insureds within the same economic family are acceptable.</li> <li>impaired property that has not been physically injured.</li> <li>materials supplied or handled by the named insured.</li> <li>property damage to the completed Work.</li> <li>faulty workmanship as it relates to clean up costs.</li> <li>punitive, exemplary, or multiplied damages, where insurable by law.</li> <li>any portion of the Work performed by Sub-Subcontractors.</li> <li>contractual liability incurred as a result of an injury to an employee of the insured.</li> <li>asbestos, lead, or silica.</li> </ol>
6.5	<b>Term</b>	Completed Operations Coverage shall be maintained for a minimum of three (3) years after final completion of Work. An extended reporting period on a claims made-based policy does not fulfill this requirement. Pollution Liability insurance policies insuring a specific project shall have Completed Operations Coverage at least until final completion of the Work plus three (3) years.

**7. General Insurance Requirements.**

- Limits.** The limits set out in these specifications are the minimum dollar amount of insured coverage for the risk, cause of loss, or peril specified. If Subcontractor maintains greater limits, then these specifications shall not limit the amount of recovery available to Contractor and the limits specified above as the minimum limits are increased to the greater limits. The policy limits required under this Subcontract may be provided by a combination of primary and excess policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required by this Schedule D.
- Additional Insureds.** Additional Insured status shall be provided in favor of Contractor, Owner, and their respective officers, agents and employees, and any other entity(ies) and person(s) as required by the Prime Contract for the Commercial General Liability, Commercial Auto Liability, Excess/Umbrella Liability, and Pollution Liability coverages arising out of the Work. All such additional insured status shall be provided in favor of Contractor and the parties identified in this provision on ISO forms CG 20 10 07 04 and CG 20 37 07 04, or substitute endorsement(s) providing "equivalent" coverage. In the event that the law of the state in which the Project is located (or other applicable law) limits the additional insured coverage that Contractor may require from Subcontractor, then Subcontractor shall be required to obtain additional insured coverage to the fullest extent of coverage and limits allowed by applicable law, and this requirement shall be read to conform to such law.
- Primary and Noncontributory.** It is the specific intent of the parties that all insurance required herein (with the exception of Workers Compensation, Employers Liability, and Professional Liability) shall be primary to, and shall seek no contribution from. any insurance held by Contractor or Owner, with Contractor's and Owner's insurance being excess, secondary, and noncontributory.
- Notice of Cancellation.** The insurance coverages required herein shall be endorsed to provide a thirty (30) day notice of cancellation to Contractor.
- Waiver of Subrogation.** Subcontractor and its Sub-Subcontractors shall cause all insurance required by this Schedule D to be endorsed to waive all rights of subrogation against Contractor, Owner, and their respective officers, agents, and employees, and any other entity(ies) and person(s) required by the Prime Contract.
- No Residential Exclusion.** The insurance provided shall not contain any residential work exclusions that would preclude coverage for the Work contemplated under this Subcontract. Any such exclusions shall be considered a material breach of the Subcontract.
- No EIFS Exclusion.** No EIFS exclusion to general liability policy if work involves application of EIFS.
- Deductibles and Retentions.** All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at Subcontractor's sole risk. Subcontractor shall not be reimbursed for same.

- 9. Forms.** If the forms of policies, endorsements, certificates, or evidence of insurance required by this Schedule D are superseded or discontinued, Contractor reserves the right to require other equivalent forms. Any policy or endorsement form other than a form specified in this Schedule D must be approved in advance by Contractor.
- 10. Evidence of Insurance.** Subcontractor shall furnish a certificate and the appropriate endorsements, satisfactory to Contractor, from each insurance company providing coverage to Subcontractor: (a) within ten (10) calendar days after this Subcontract is executed and prior to commencing performance of the Work, whichever occurs first; (b) immediately after any renewal of coverage; and (c) at any time reasonably requested by Contractor. Insurance must be evidenced as described in Article 12 of the Subcontract and as follows:
- a. ACORD Form 25 Certificate of Liability Insurance for liability coverages which shall specify:
    - 1) Additional Insured status in favor of Contractor, Owner, and their officers, agents and employees, and any other entity(s) and/or person(s) required by the Prime Contract, on forms required herein on General Liability, Auto Liability, Excess Liability and, when required herein, Pollution Liability;
    - 2) Designated Construction Project(s) General Aggregate Limit on General Liability and Excess/Umbrella Liability;
    - 3) Primary and non-contributory status on all insurance required herein (with the exception of Workers Compensation, Employers Liability, and Professional Liability);
    - 4) Pollution Liability when required herein;
    - 5) Professional Liability when required herein;
    - 6) Waivers of subrogation on all coverages; and
    - 7) Thirty (30) Day Notice of Cancellation on all coverages
  - b. Copies of the following shall also be provided:
    - 1) General Liability Additional Insured endorsement(s) for ongoing and completed operations
    - 2) Other endorsements as may be requested by Contractor
    - 3) Workers Compensation Declarations Page
- 11. Subcontractor's Equipment.** Subcontractor is fully responsible for loss and damage to its property (whether owned or leased) on the Project site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage, and unexplained disappearance of property. Any insurance covering Subcontractor's or its Sub-Subcontractors' property shall be Subcontractor's and its Sub-Subcontractors' sole and complete means or recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, Subcontractor and its Sub-Subcontractors will not be reimbursed for same. Should Subcontractor or its Sub-Subcontractors choose to self-insure this risk, it is expressly agreed that Subcontractor hereby waives, and shall cause its Sub-Subcontractors to waive, any claim for damage or loss to said property in favor of Contractor and Owner.
- 12. Contractual Liability.** Coverage, with the exception of Professional Liability insurance, shall include but not be limited to liability assumed by Subcontractor under the Subcontract, including the tort liability of another assumed in a business contract.
- 8. Miscellaneous.**
- 1. Release and Waiver.** Subcontractor hereby waives all rights of recovery and releases, and shall cause its Sub-Subcontractors to release, Contractor and Owner from any and all claims or causes of action whatsoever that Subcontractor and/or its Sub-Subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or that should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by Contractor, its Subcontractors, and/or its Sub-Subcontractors pursuant to this Subcontract. **THE FOREGOING RELEASE AND WAIVER APPLY EVEN IF THE LOSS OR DAMAGE ARISES IN WHOLE OR IN PART THROUGH THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF CONTRACTOR OR OWNER.**
  - 2. No Waiver.** Failure of Contractor to demand any evidence of compliance with these insurance requirements or failure of Contractor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Subcontractor's obligation to maintain such insurance.
  - 3. Post Completion Coverage.** With respect to the insurance to be maintained after final payment to Subcontractor, an additional certificate(s) evidencing such coverage shall be provided to Contractor with its final application for payment if prior certificate has expired, and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.
  - 4. Subcontractor Insurance Representations to Owner Parties.**
    - a. It is expressly understood and agreed that the insurance coverages required herein (a) represent Contractor's minimum requirements and are not to be construed to void or limit Subcontractor's indemnity obligations as contained in this Subcontract nor represent in any manner a determination of the insurance coverages Subcontractor should or should not maintain for its own protection; and (b) are being, or have been, obtained by Subcontractor in support of Subcontractor's liability and indemnity obligations under this Subcontract. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy, or failure of any insurance company carrying insurance of Subcontractor, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate, or waive any of the provisions of this Subcontract.
    - b. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Subcontract. If Subcontractor shall fail to remedy such breach within five (5) business days after notice by Contractor, Subcontractor will be liable for any and all costs, losses, liabilities, damages, and penalties resulting to Contractor from such breach unless a written waiver of the specific insurance requirement(s) is provided to Subcontractor by Contractor. In the event of any failure by Subcontractor to comply with the provisions of this Subcontract, Contractor may, without in any way compromising or waiving any right or remedy at law or in equity, with notice to Subcontractor, purchase such insurance, at Subcontractor's expense, provided that Contractor shall have no obligation to do so and if Contractor shall do so, Subcontractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.
  - 5. Survival.** The requirements set forth in this Schedule D shall survive the completion of the Work and termination or expiration of the Subcontract.

**The following trades should include Professional Liability coverage:**

- Any design-build subcontractor or subcontractor with design or engineering responsibilities
- Foundation and shoring systems
- MEP
- Pre-cast and tilt-up subcontractors
- Instrumentation and controls
- Fire protection
- Specialized drainage systems
- Alarm monitoring
- Audio visual
- Canopy systems

**The following trades should include Pollution Liability coverage:**

- Site preparation
- Erosion control
- Blasting
- Demolition
- Any subcontractor performing remediation work for hazardous substances (asbestos, mold, silica, etc.)
- Any subcontractor whose work requires installing underground utilities
- Mechanical/HVAC
- Drywall subcontractors or other subcontractors whose work may affect indoor air quality
- Asphalt pavers
- Any subcontractor working off barges or over the water

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**Appendix B**  
**City of Raleigh Surety Bonds for a**  
**CONTRACT FOR CONSTRUCTION/REPAIR**

**Performance and Payments Bonds**

Subcontractors will be enrolled in the Brasfield & Gorrie Subcontract Default Insurance program at no cost to the subcontractor. If a subcontractor with a scope of work exceeding \$350,000 in value is not accepted in to the SDI program, they will be required to furnish a performance and payment bond. Therefore, all subcontractors submitting bids must be capable of furnishing a performance and payment bond for the full amount of subcontract value. If the cost of furnishing the performance and payment bond exceeds 1.4% of the subcontract amount, the additional cost will be reimbursed by the subcontractor to the CM, and as such, should be included in this bid. **Payment Bond Form and Performance Bond Form will be located in the bid manual. All bond providers must be licensed to provide services in North Carolina.**

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**Appendix C**  
**City of Raleigh Prequalification Policy**  
**RESOLUTION 2014 – 43**

**A RESOLUTION ESTABLISHING POLICY FOR PREQUALIFICATION OF BIDDERS FOR  
CONSTRUCTION PROJECTS UNDERTAKEN BY THE CITY OF RALEIGH**

**A. PURPOSE:**

1. The purpose of this prequalification process is to impartially evaluate a contractor, and to properly determine by its responsible business practices, work experience, manpower, and equipment that it is qualified to bid on a construction project, including prime contracts awarded by construction managers pursuant to the Construction Manager at Risk (“CM at Risk”) process. The award of contracts should be the result of open competition in bidding; impartiality in the selection of contractors; integrity in business practices; and skillful and safe performance of public contracts.
2. The Bid Agent shall be responsible for prequalifying individual contractors to bid on construction projects when the City believes prequalification is preferred. Prequalification is limited to construction or repair projects (regardless of cost) that are bid under the single-prime, separate-prime (multi-prime), or dual bidding methods. A bidder shall be deemed nonresponsive if it submits a bid on a construction project subject to prequalification for which it has not been accepted for prequalification in accordance with this policy.
3. Prequalification is prohibited for contracts for architectural, engineering, surveying, construction management at risk services, design-build services, and public-private partnership construction services.
4. The Construction Manager at Risk shall use the process outlined in this policy for the prequalification of contractors on CM at Risk projects. The construction manager and the City shall jointly develop the assessment tool and criteria for each CM at Risk project, including the prequalification scoring values and minimum requirement score.
5. Notwithstanding the fact that a contractor was prequalified, the City reserves the right to reject a contractor’s bid if it is determined that the contractor has not submitted the lowest responsible and responsive bid. The prequalification of the contractor shall not preclude the City from subsequently concluding that the contractor is not a responsible bidder pursuant to G.S. 143-129. The prequalification of a contractor for a project shall only apply to the individual project. All construction and repair contracts shall be awarded to the lowest responsive and responsible bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.

**B. ORGANIZATIONS AFFECTED:**

- 1 All Departments/Divisions

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**C. DEFINITIONS:**

- 1 Bid Agent – Person assigned the responsibility to prepare the request for qualification, bid, and contract documents, advertise bids and proposals, and open bids for contracts under the direction of the Project Manager. The Bid Agent may be a professional services consultant retained by the City under an approved contract, a City engineer or designee, the Purchasing Manager, or a department head responsible for the project.
- 2 Project Manager – Employee of the department responsible for a construction, repair, or purchasing project requiring a contract who shall be assigned the responsibility for managing the project and representing the department in matters relating to the project.
- 3 Construction Manager at Risk – A person, corporation, or entity that provides construction management at risk services. May also be referred to as Construction Manager.
- 4 Prequalification - A process of evaluating and determining whether potential bidders have the skill, judgment, integrity, sufficient financial resources, and ability necessary to the faithful performance of a contract for construction or repair work.
- 5 Purchasing Manager – Person in the Finance Department responsible for the overall conduct or oversight of all procurement activities of the City.

**D. PREQUALIFICATION PROCESS:**

- 1 Each prospective bidder on contracts identified for prequalification by the Bid Agent and all CM at Risk projects shall submit an application on the approved prequalification application form in order to become prequalified.
- 2 The approved prequalification application form will require information to be provided on the ownership of the firm, experience of firm's personnel, any affiliations with other construction firms, bonding capacity, financial resources, the type of work performed by the firm, and other objective criteria rationally related to the particular contract to be awarded.
- 3 The Bid Agent shall ensure that applications prepared for the projects comply with this policy and State law. The application is to be submitted by the deadline established in the notice of prequalification. The notice must be posted on the City's website for a minimum of two weeks for any construction project estimated to be \$30,000 or more. The act of submitting the application does not permit the firm to submit a bid. Incomplete applications will be rejected or returned for further detail or correction in the sole discretion of the City.

**E. APPLICATION:**

- 1 The application shall, at a minimum, address the following items:
  - a. **Organizational Structure** – The firm shall provide a list of all owners, officers, partners, or individuals authorized to represent or conduct business for or sign legal documents for the firm. This list must include the full legal name, typed or printed in a clear legible form. Firms experiencing changes in ownership, organizational structure, or material changes in assets must inform the Bid Agent prior to the award of a contract. Failure of the firm to comply with this requirement may result in the termination of any contract awarded by the City.

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- b. **Classification** – The firm shall indicate the type(s) of work the firm’s workforce and equipment normally perform, licensure, and other pertinent information.
- c. **Experience** – The firm shall furnish a history documenting experience with projects of similar size, scope, or complexity involving the type(s) of work for which prequalification is requested.
- d. **Financial** – Firms will be required to provide a minimum of one year of complete audited financial statements from the most current period available.
- e. **Litigation/Claims** –The firm will be required to submit information regarding its litigation history, including litigation with owners and subcontractors.
- f. **Timeliness** - Firms must provide information on its success at completing projects on time, including the payment of liquidated damages.
- g. **Capacity** – Firms shall demonstrate sufficient bonding capacity, insurance and resources for the project. Firms must provide relevant information on the personnel that will be directly responsible for the work, including the location of the office that will be primarily responsible for work.
- h. **Safety** - Firms shall also demonstrate an acceptable safety history. Firms must provide copies of any complaints, safety violations or reports from the North Carolina Qualifications Board, OSHA, or any other regulating agency associated with any construction project.
- i. **Legal Authorization** –The Applicant must provide a copy of their North Carolina Contractor’s License, or provide a statement indicating that they are able to acquire one before submitting a bid on a project. If a statement is required, the Applicant shall identify the states in which they are licensed for this type of work.

#### F. REVIEW OF APPLICATION – CITY BID PROJECTS:

1 **Prequalification Committee** – The Project Manager shall establish a Prequalification Committee for each project to review and score applications submitted by the firms to determine the prequalification eligibility.

2 **Review of Applications** – The Prequalification Committee shall use an objective assessment process and criteria for that specific project. The prequalification criteria shall not require the firm to have previously been awarded a construction or repair project by the City. The prequalification criteria used by the Prequalification Committee shall include prequalification scoring values and the minimum required score to be prequalified for the project. The Prequalification Committee shall approve or deny the applications in accordance with the prequalification criteria and scoring system.

3 **Notice of Decision** – The firms shall be promptly notified in writing of the Prequalification Committee’s decision via e-mail and first-class mail. The notification to a contractor determined not to be prequalified shall include the reason(s) for denial. Notice shall be provided prior to the advertisement of bids for the project and with sufficient time for the firm to protest the denial of prequalification.

#### G. REVIEW OF APPLICATION – CM AT RISK PROJECTS:

1 **Prequalification Committee** - The Construction Manager and the Project Manager shall

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agree upon the members of the Construction Manager's Prequalification Committee. The Prequalification Committee will review prequalification applications submitted by the firms and will determine prequalification eligibility for the CM at Risk project.

2 **Review of Applications** – The Prequalification Committee and the Project Manager shall agree upon an objective assessment process. The Construction Manager and the Project Manager shall develop prequalification criteria, including prequalification scoring values and the minimum required score to be prequalified for the project. The prequalification criteria shall not require the firm to have previously been awarded a construction or repair project by the Construction Manager or the City. The Prequalification Committee shall approve or deny the applications in accordance with the prequalification criteria and scoring system.

3 **Notice of Decision** – The firms shall be promptly notified of the Prequalification Committee's decision via e-mail and first-class mail. The notification to a contractor determined not to be prequalified shall include the reason(s) for denial. Notice shall be provided prior to the advertisement of bids for the project and with sufficient time for the firm to protest the denial of prequalification.

#### H. PROTEST PROCEDURE:

1 **Protest Procedure** – The protest procedure is as follows:

- a. The firm may protest the denial of prequalification. A written protest must be received by the Purchasing Manager, or designee, within two business days of notice of denial. The written protest shall clearly identify the project and the Project Manager, clearly articulate the reasons for the protest, and attach any documents or additional information in support of the firm's position. The Purchasing Manager, or designee, will contact the firm and set up a date and time to discuss the protest. If upon review, the Purchasing Manager, or designee, determines that the firm meets the criteria for prequalification, the firm shall be notified that it is prequalified to bid on the project and allowed to participate in the bid process. If the Purchasing Manager, or designee, upholds the denial, the firm shall be notified in writing by e-mail and first-class mail.
- b. If the firm desires further review after receiving the decision of the Purchasing Manager, the firm may request an administrative review and final decision by the City Manager, or designee. A written request for administrative review must be received by the City Manager, or designee, within two business days of the firm's receipt of the decision from the Purchasing Manager, or designee. The request for administrative review shall clearly identify the project and the Project Manager, clearly articulate the reasons for the review, and attach any documents or additional information in support of the firm's position. The City Manager, or designee, will contact the firm and set up a date and time for the administrative review. If, upon review, the City Manager, or designee, determines that the firm meets the criteria for prequalification, the firm shall be notified that it is prequalified to bid on the project and allowed to participate in the bid process. If the City Manager, or designee, upholds the denial, the firm shall be notified in writing by e-mail and first-class mail.

2 **General Rules for Protests** – Firms submitting applications shall be provided an e-mail address for communication with the Purchasing Manager during the protest process. The firm shall provide at least two e-mail addresses for use by the Purchasing Manager in communicating with the firm. The bid opening cannot occur until the protest process is

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completed. The bid opening must be scheduled in order to allow sufficient time for a bidder that is prequalified as a result of a protest to submit a bid on that project.

Adopted and Effective : 12/2/14