



# **STATE OF NORTH CAROLINA**

**DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF RECOVERY AND RESILIENCY (NCORR)**

**Qualification #: 19-RFQ-014932-GSX**

**REQUEST TO QUALIFY (RFQ) VENDORS  
FOR  
RESIDENTIAL ARCHITECTURE AND ENGINEERING SERVICES**

**Date of Issue: March 18, 2020**

**Submission to this RFQ will be accepted on going until:**

**March 30, 2020**

**Direct all inquiries concerning this RFQ to:**

**Sherri Garte**

**NCORR/NCEM Director of Purchasing and Contracting**

**Email: [sherri.garte@ncdps.gov](mailto:sherri.garte@ncdps.gov)**

**Phone: 919-324-6228**

Qualification Number: 19-RFQ-014932-GSX

Vendor: \_\_\_\_\_

**VENDOR SUBMITTING PROPOSAL RESPONSE TO RFQ**

<b>COMPLETE/FORMAL NAME OF VENDOR:</b>		
<b>STREET ADDRESS:</b>	<b>P.O. BOX:</b>	<b>ZIP:</b>
<b>CITY &amp; STATE &amp; ZIP:</b>	<b>TELEPHONE NUMBER:</b>	<b>TOLL FREE TEL. NO:</b>
<b>PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE:</b>		
<b>PRINT NAME &amp; TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:</b>		<b>FAX NUMBER:</b>
<b>VENDOR'S AUTHORIZED SIGNATURE:</b>	<b>DATE:</b>	<b>EMAIL:</b>

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## 1.0 PURPOSE AND BACKGROUND

The North Carolina Department of Public Safety, Office of Recovery and Resiliency (NCORR) is seeking to qualify Vendors to provide Architecture and Engineering (A&E) services for single family and/or multi-family residential homes. Services will be provided as needed for all disaster recovery, mitigation or resiliency programs run by NCORR using State and/or Federal funds.

Based on the review of the RFQ Responses, NCORR intends to establish a List of Qualified Vendors who, on an “as, if, and when requested” basis, will be asked to enter into Contract(s) for provision of A&E services for NCORR.

This program aims at the long-term recovery and resiliency of the State of North Carolina and will contribute to essential investments in community infrastructure and resources.

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

## 2.0 GENERAL INFORMATION

### 2.1 REQUEST FOR QUALIFICATION

The Request for Qualification is comprised of this RFQ document, any attachments, and any addenda released before Vendors have been qualified. All attachments and addenda released for this RFQ are incorporated herein by reference.

### 2.2 RFQ SCHEDULE

The table below shows the *intended* schedule for this RFQ. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFQ	State	March 18, 2020
Submit Written Questions	Vendor	March 23, 2020 by 2:00 pm ET
Provide Response to Questions	State	March 24, 2020
Submission to RFQ	Vendor	March 30, 2020 by 5:00 pm ET
Qualification Approval	State	Ongoing

### 2.3 QUALIFICATION QUESTIONS

Upon review of the RFQ documents, Vendors may have questions to clarify or interpret the RFQ in order to submit the best response possible. To accommodate the Qualification questions process, Vendors shall submit any such questions by the above due date. Thereafter, questions may be submitted anytime during the open qualification period, however, NCORR will only post additional questions and answers monthly until the qualification period for this solicitation is closed.

Written questions shall be emailed to [sherri.garte@ncdps.gov](mailto:sherri.garte@ncdps.gov) by the date and time specified above. Vendors should enter “RFQ #19-RFQ-014932-GSX Architecture and Engineering Services Questions” as the subject for the email. Question submittals must include a reference to the applicable RFQ section and be submitted in a format shown below:

Reference	Vendor Question
RFQ Section, Page Number	Vendor question ...?

For questions received prior to the submission deadline date, the State’s response will be posted in the form of an addendum to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this RFQ. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFQ, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this RFQ.

## 2.4 QUALIFICATION SUBMITTAL

Submissions for qualification will be accepted and reviewed by the State on an on-going basis, up until the final acceptance date listed on the cover page.

### E-MAILING

Responses may be submitted via e-mail, in response to this Request for Qualification: (Email, sherri.garte@ncdps.gov). Submission by any means shall include this RFQ, as provided in section 2.5. If information needs to be redacted, provide a separate response titled redacted copy with the submission.

### MAILING INSTRUCTIONS

**IMPORTANT NOTE: This is an absolute requirement.** Vendor shall bear the risk for late submission due to unintended or unanticipated delay—whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. It is Vendor’s sole responsibility to ensure its proposal has been submitted to this Office by the specified time and date of opening. The time and date of submission will be marked on each proposal when received. Any proposal submitted after the proposal deadline will be rejected.

<b>Mailing address for delivery of proposal via US Postal Service and delivery by any other method (special delivery, overnight, or any other carrier)</b>
<i>QUALIFICATION NUMBER:</i> 19-RFQ-014932-GSX Attn: Sherri Garte North Carolina Department of Public Safety Purchasing and Logistics 3030 Hammond Business Place Raleigh, NC 27603

If Vendor decides to mail its proposal, Vendor shall deliver to the address identified in the table above one **(1) paper** and one **(1) electronic copy** (un-redacted) of its executed submission on a flash drive, and, if required for confidentiality, one (1) redacted copy of your submission (with all marked proprietary and confidential Information redacted) on a separate flash drive. Clearly mark on the electronic media whether it contains a redacted or unredacted copy.

Clearly mark each package with: (1) Vendor name; (2) the RFQ number; and (3) the due date. Address the package(s) for delivery as shown in the table, above. File contents **shall NOT** be password-protected but, shall be in .PDF or .XLS format, and shall be capable of being copied to other sources.

Failure to submit a submission response in strict accordance with these instructions shall constitute sufficient cause to reject Vendor’s submission.

Critical updated information may be included in Addenda to this RFQ. It is important that all Vendors responding to this RFQ periodically check the State’s IPS website for any Addenda that may be issued prior to the RFQ final submission date. All Vendors shall be deemed to have read and understood all information in this RFQ and all Addenda thereto.

Contact with anyone working for or with the State regarding this RFQ other than the State Contract Lead named on the face page shall constitute grounds for rejection of said Vendor’s response at the State’s election.

## 2.5 QUALIFICATION CONTENTS

**The below items are required to be submitted by Vendors in order to be considered for qualification.** Vendor shall populate all attachments of this RFQ that require Vendor to provide information and include an authorized signature where requested, as outlined below. Vendor Responses shall include the following items arranged in the following order (unless specifically excluded):

- a) Supplied items per Vendor Experience, Section 4.4
- b) References per Section 4.5

- c) ATTACHMENT A: INSTRUCTIONS TO VENDORS
- d) Completed version of ATTACHMENT B: LOCATION OF WORKERS UTILIZED BY VENDOR
- e) Completed and signed version of ATTACHMENT C: CERTIFICATION OF FINANCIAL CONDITION
- f) Completed version of ATTACHMENT D: HISTORICALLY UNDERUTILIZED BUSINESS INFORMATION
- g) Completed and signed version of ATTACHMENT E: QUALIFICATION QUESTIONNAIRE

## 2.6 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **A&E SERVICES:** Architecture and Engineering Services.
- b) **CONTRACT LEAD:** Representative of NCORR who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the State and who will administer this contract for the State.
- c) **DPS:** The North Carolina Department of Public Safety.
- d) **NCORR:** The North Carolina Department of Public Safety, Office of Recovery and Resiliency
- e) **NTP:** Notice to Proceed
- f) **PRINCIPLE PLACE OF BUSINESS:** That principle place from which the overall trade or business of Vendor is directed or managed.
- g) **RFQ:** Request for Qualification.
- h) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by Vendor to fulfill the requirements and specifications of this solicitation.
- i) **SOW:** Statement of Work.
- j) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- k) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Qualification.

## 3.0 QUALIFICATION PROCESS

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### 3.1 QUALIFICATION AND CONTRACT NEGOTIATION PROCESS

NCORR shall "select firms qualified to provide [the requested] services on the basis of demonstrated competence and qualification for the type of professional services required without regard to fee other than unit price information at this stage, and thereafter to negotiate a contract for those services at a fair and reasonable fee with the best qualified firm. If a contract cannot be negotiated with the best qualified firm, negotiations with that firm shall be terminated and initiated with the next best qualified firm." N.C.G.S. § 143-64.31(a). Contracts negotiated pursuant to the RFQ will not be competitively bid under the lowest, responsive, responsible bidder standard of award. Therefore, Vendors are urged and cautioned to submit all relevant information pursuant to Section 4.4 because NCORR shall negotiate with Vendor deemed to be the most qualified for each and every contract negotiated through this RFQ.

NCORR shall also use "good faith efforts . . . to notify minority firms of the opportunity to submit qualifications for consideration by" NCORR. *Id.*

Vendors are cautioned to review N.C.G.S. § 143-64.31(f) to understand what information may be considered as a part of the selection process. Information that violates this statute shall be immediately rejected and not considered in the evaluation process. NCORR reserves the right to reject Vendor's response to this RFQ should it contain such information.

In addition to the requirements below, firms shall complete the Qualification form at Attachment E. Firm's qualifications will be scored and evaluated as reflected in the Qualification Questionnaire.

Firms not deemed qualified will be informed of the reasons and scores that resulted in the decision not to qualify. Firms shall follow the policy in Attachment E if they desire further review of the qualification decision or want to protest the decision. Firms deemed not qualified shall be permitted to seek qualification when the State re-advertises the request for qualification.

The evaluation committee will conduct interviews/discussions as necessary. Award of a contract may be made without interviews if a full interview score would not change the ranking of a Vendor with which a contract will be negotiated. Interviews allow up to an additional 39 points to be added to the Vendor qualification score from Attachment E. The

qualification score from Attachment E and the interview score will be combined for a total score. Interviews shall be conducted for Vendor(s) with a qualification score with whom a full interview score would elevate them to the Vendor with which a contract would be negotiated. Once the interview(s) are conducted and scored, the Vendor with the highest total score will be invited to finalize the scope of work and negotiate a contract.

If a negotiated contract cannot be made with the highest total scoring Vendor, NCORR will reevaluate the list of Vendor(s) and the initial qualification score from the Vendor submittals. NCORR will look to see if there are any additional Vendor(s) within the interview-point deviation from the next highest scoring Vendor submittal. If so, that Vendor(s) will be invited for an interview, scored, and ranked from highest to lowest total score for the tier of Vendor(s) that were previously interviewed. The Vendor with the highest total score will be invited to finalize the scope of work and negotiate a contract. This process will continue until a contract has been negotiated and finalized.

The following will be expected during an interview:

A. Short presentation detailing company history, confirmation of information presented in the submittal, additional topics to include but not limited to

- 1) Current projects relevant to the scope of work;
- 2) Vendor ability and capacity to perform the work
- 3) Understanding of the program policies, and requirements (i.e. HUD regulations for CDBG-DR, program housing manual);
- 4) Methods to be used to fulfil the required services/scope of work;
- 5) Program management and communication;
- 6) Use of in-house resources, and sub-consultants that will be used for these services;
- 7) Time schedule and availability for outlined scope of work (new home designs, design of elevated foundations, revising the existing house plans, engineering inspections, etc.)

B. Attendance by senior team members assigned to the project to represent themselves as to their relative experience and proposed involvement in the project. Representation by the Project Manager is essential in this interview.

### 3.2 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT C: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFQ, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

## 4.0 REQUIREMENTS

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### 4.1 TERM FOR QUALIFIED VENDORS

The approved Vendors shall perform A&E services on an "as needed" basis throughout a three (3) year period. Regardless of termination date, any unfinished project will be carried to completion by the same A&E Vendor without unduly prolonging the process.

### 4.2 PRICING

*Pricing will be a part of any subsequent contract for A&E services.*

**4.3 FINANCIAL STABILITY**

Each Vendor shall certify it is financially stable by completing the ATTACHMENT C: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues with a Vendor that is financially unstable. From the date of the Certification, Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

**4.4 VENDOR EXPERIENCE**

Vendor shall completely fill out ATTACHMENT E: QUALIFICATION QUESTIONNAIRE. In its response, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State of North Carolina. NCORR will consider related size and complexity; how many members of the proposed team worked on the listed project; and how recently the project was completed, among other factors. Additionally;

- a) Vendor must provide proof that its firm holds an active license to practice professional engineering and/or architecture in the State of North Carolina. The selected Vendor shall be properly licensed in the State of North Carolina in accordance with the requirements of the North Carolina Board of Architecture and/or the North Carolina Board of Examiners for Engineers and Surveyors. Proof shall be in the form of copies of the Vendors active engineering/architecture seal, as well as each individual licensee that will be affixing their seal to any deliverables provided to the State.
- b) Vendor must demonstrate that it has a working knowledge of HUD Housing Rehabilitation and Relocation Programs, and has access to HUD forms suitable for work write-up and inspection work.
- c) Vendor must provide an organizational chart for its proposed project team including sub-consultant(s).
- d) Provide résumés for each proposed project team member including sub-consultant(s). Indicate the level of effort and function of each team member on the project. The resumes should include the following minimum information:
  - Name;
  - An explanation of the function they will perform and their title by classification;
  - Their relevant educational background;
  - Their work experience with governmental clients; and
  - Any specialized skills, training, and/or credentials relevant to the required services.
- e) Provide a detailed description of the proposed unique approach for the completion of scope of services. The Vendor may propose alternative tasks that will meet the requirements.

**4.5 REFERENCES**

Vendors shall provide at least three (3) references for which your company has provided similar Services as described in this RFQ. The State may contact these users to determine the Services provided are substantially similar in scope to those proposed herein and Vendor’s performance has been satisfactory. The information obtained may be considered in the evaluation of the response to this RFQ.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER



## 4.6 BACKGROUND CHECKS

Vendor and its personnel may be required to provide or undergo background checks at Vendor's expense prior to beginning work with the State. As part of Vendor background the details below must be provided to the State:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Vendor has knowledge or a statement that it is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge or a statement it is aware of none;
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. 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;
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein or a statement that there are none.

Vendor's responses to these requests shall be considered to be continuing representations, and Vendor's failure to notify the State within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing Services under this contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this contract.

## 5.0 SCOPE OF WORK

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Qualified Vendors shall be responsible for site visits, inspections, and detailed engineering assessments/reports assessing structurally damaged properties on an as-needed basis, in single family and/or small rental residential homes in a manner compliant with all applicable laws, North Carolina building codes, HUD Quality Standards (HQS), and regulations, including but not limited to NC General Statutes.

Qualified Vendors shall also be responsible for providing A&E services for design, planning, and construction administration of single family and/or small rental residential homes. In addition, this service shall be inclusive of but not limited to architectural services; survey services; structural engineering, civil, electrical, mechanical, plumbing, geotechnical testing and engineering services; fixture and fittings; and construction document preparation.

All work shall be located within HUD-designated disaster counties. See [rebuild.nc.gov](http://rebuild.nc.gov) for the State's Action Plan(s), Program Manual(s), and other procurements that define these disaster areas within North Carolina and NCORR's current programs and to understand how engineering services will be used within the programs. The work product shall be one of quality and integrity.

### 5.1 DESCRIPTION OF SERVICES AND REQUIREMENTS

- a) **Inspections** – With approval from NCORR, Vendor shall visit specified sites to perform structural engineering assessments and other inspection-related activities on single family and/or multi-family residential storm-damaged housing structures designated for rehabilitation, elevation, replacement, and/or demolition. Vendor shall be responsible for the performance of the engineering assessment and inspection tasks in connection with all sites including but not be limited to the following: 1) Inspect, assess, document and report the structural condition of each property identified by

NCORR. 2) Provide engineering recommendations for each item discovered to be structurally inadequate, have evident safety hazards present, and/or does not comply with all applicable laws, building codes, HUD Quality Standards (HQS), and regulations.

It is understood that certain sections of a property may not be accessible, or may pose a safety risk. It is the responsibility of the Engineering inspector to perform engineering assessments from safe and accessible areas only. If a condition of the structure cannot be inspected and/or assessed due to a lack of accessibility or a safety concern, it should be recorded on the property reports. The inspection shall entail an assessment of all accessible sections of the structural elements (i.e. Foundation, Walls, Floor Joists, Subfloor, Beams, Columns, Roofs, Trusses, Rafters, Decks, Stairs, Garage and Special Structures) of the building to identify major defects to the building structure.

All inspection work performed shall be complete within 30 calendar days from the effective date of a Work Order.

b) A&E Design Services – Will include but not limited to; signed and sealed construction drawings for additional house plans, design of all Architectural and Engineering elements (i.e. site specific elevated foundation design of structures within floodplains, floodways, or coastal regions). Reviewing, redesigning, and/or revising current construction drawings to include Green Building design, ADA, additional details and specifications in regards to sustainability, energy efficiency, and water conservation. Performance of any required testing/sampling in order to produce adequate/code compliant designs (i.e. soil boring test, concrete testing, etc.).

These services shall also encompass signed and sealed construction drawings for all A&E elements that are outlined in the inspection portion of this RFQ that have been identified as structurally inadequate, have evident safety hazards present, and/or does not comply with all applicable laws, building codes, HUD Quality Standards (HQS), and regulations.

The primary phases of the A&E services are generally described below. The scope of services may include, but are not limited to the following:

**1) Conceptual Design Phase:**

Vendor will work with NCORR in evaluating the site and the existing or proposed plans and make recommendations based on the conditions, program, schedule, and budget. Vendor will then prepare conceptual designs, which will include, as a minimum, foundation plan, floor plan, elevations, sections, any typical details, and outline specifications to describe the systems and materials planned for the design. At the successful conclusion of Conceptual Design, meaning that the project generally meets the previously approved program design criteria and is generally thought to be within budget and on schedule, NCORR will approve the Conceptual Design documentation and authorize Vendor to proceed with the Schematic Design phase.

**2) Schematic Design Phase:**

Based on a successful conclusion to the Conceptual Design phase, Vendor will proceed with the Schematic Design phase. During this period, Vendor will continue to review any changes to the designs with NCORR pertaining to cost, constructability and schedule impact. Vendor is responsible to provide design modifications until it is determined the project can be built within the budget provided by NCORR to Vendor. Periodically, Vendor will conduct a progress meeting to update NCORR as to the progress of the design and seek their input regarding any changes or deviation from the approved Conceptual Designs.

Vendor shall prepare Schematic Design documents that incorporate the program requirements. The Schematic Design documents shall include, but not be limited to:

Floor plans drawn to scale that include program requirements; Finish schedule; Tabulated gross heated and unheated square footages for the entire structure, identifying and labeling each space; All four elevations, with exterior materials identified; building section(s) with heights indicated; wall section(s); foundation description and specifications; structural description and specifications; services description, with total capacities identified; Rendered exterior perspective; Review budget and address appropriateness of budget to schematic design documents; and after the approval of the Schematic Design phase, it is expected that the floor plan areas will not change except for very minor refinements as the next phase of work is performed.

At the successful conclusion of Schematic Design, meaning that the project meets previously approved design criteria and is generally thought to be within budget and on schedule, NCORR will approve the Schematic Design documentation and will authorize the vendor to proceed with Design Development documents.

### **3) Design Development Phase:**

Based on a successful conclusion to Schematic Design, Vendor will proceed with the Design Development phase, incorporating any comments, which were received during the Schematic Design review. As the design progresses in Design Development, Vendor shall continue to refine the design based on costs estimates and input from NCORR.

At the end of the Design Development phase, Vendor will prepare a Design Development package of drawings and specifications at the levels of detail normally associated with Design Development, which will include, but not be limited to:

Floor plans with overall dimensions and key spaces individually dimensioned; Finish schedule with general details to show changes from schematic design, if any; Reflected ceiling plan generally showing all elements contained in the ceiling; Tabulated total heated and unheated gross square footage of design; All exterior elevations with dimensions and materials identified and references where individual sections will be cut; Typical building sections with dimensions and materials identified and references for details that will be developed; Wall sections and detail sections necessary to describe the design and identify interface of the various materials; Foundation plan that generally identifies typical footings and sizes; Floor and roof framing plans with all members generally sized; Mechanical equipment locations identified and sized to support intended loads; Electrical panel locations identified and sized to support intended loads; Typical power outlets and communications' locations shown; Outline specifications for all divisions that generally identify all systems, finishes, materials and sets the quality level of the project; Entry points for all site utilities connecting to the building

Working with NCORR, Vendor will explore alternative approaches, materials, and systems in an attempt to minimize total construction and operating costs and to achieve maximum value ("Value Engineering"). As a part of its responsibilities, Vendor will be responsible to provide adjustments to the design, when required, in order to bring the design within budget.

At the successful conclusion of Design Development, meaning that the project meets previously approved design criteria and is generally thought to be within budget and on schedule, NCORR will approve the Design Development phase and will authorize Vendor to proceed with Construction Documents.

### **4) Construction Documents Phase:**

Based on the successful conclusion of the Design Development Phase, Vendor shall proceed with the preparation of Construction Documents incorporating any comments into the documents, which were issued at the conclusion of the Design Development review.

As the Construction Documents are prepared, Vendor shall review the estimate and advise NCORR immediately if it appears that the design cannot be completed in accordance with the Construction Documents and/or within budget and timeframe. Vendor shall continue to provide input on alternate methods, details, and systems to NCORR and will continue with value engineering reviews of the Work.

Vendor will be responsible to provide all necessary plans, details, and specifications.

### **5) Construction Administration Phase:**

Vendor shall provide construction administrative services beyond the contractual Period of Performance in the contract between NCORR and Vendor; this additional time period for construction administrative services shall be negotiated at the time of contract. Vendor shall be a representative of and shall advise and consult with NCORR and NCORR's Construction Manager during construction until final payment to the Contractor is due and with NCORR direction during the warranty correction period.

Vendor shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with the design concept expressed in the contract documents.

## 5.2 KEY DELIVERABLES

a) Engineer Inspection Report– full engineer assessment report signed and sealed by a North Carolina Professional Engineer for each property, each report is due within seven (7) days of the start of the engineer's assessment inspections: At a minimum, the Engineer Assessment Report must include:

- Address of structure;
- Location of structure;
- Date of inspection;
- Description of property;
- Type of building/structure;
- Key feature(s) of building structure;
- Amount of time spent inspecting the site;
- Mileage to and from the site (round trip);
- A detailed assessment of the structure specifying in sufficient detail the condition of structural defects and safety hazards evident and visible for each of the following areas: Foundation, Walls, Floor Joists, Subfloor, Beams, Columns, Roofs, Trusses, Rafters, Decks, Stairs, Garage, Retaining Walls, and any other element that is integral to the structural integrity of the property;
- Outlining all structural inadequacies that have been identified (i.e. overstressed structural members, deflections limits exceeded, foundation settlement). The Engineer must report the extent, location, and nature of the inadequacy, and both provide photo documentation and recommendation to bring the structure(s) back up to code; and,
- An evaluation whether a safe and sufficient repair and/or demolition can take place without causing any harm to the remaining structures.

b) Copies of associated field logs used to generate the engineering assessment report.

c) Detailed construction drawings and specifications as described in Section 5.1.

d) Copies of reports on any material that requires testing/sampling in order to perform A&E services.

## 5.3 GENERAL

- a) Vendor shall supply all labor, materials, services, insurance, permits and equipment necessary to carry out the work in accordance with all applicable Federal, State and Local regulations and these specifications.
- b) The work area is to be restricted only to authorized, trained, and protected personnel. These may include Vendor's employees, employees of Subcontractors, State and local inspectors and any other designated individuals.

**ATTACHMENT A: INSTRUCTIONS TO VENDORS**

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1. **READ, REVIEW AND COMPLY:** It shall be 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 RESPONSES:** Late responses, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be Vendor's sole responsibility to ensure the timely submission of proposals.
3. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all responses, to waive any informality in responses.
4. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the State reserves the right to reject any and all responses, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.
5. **CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA:** As a condition of contract award, each out-of-State Vendor that is a corporation, limited-liability company or limited-liability partnership shall have received, and shall maintain throughout the term of The Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A State contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered as transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.
6. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all print responses submitted meet the following:
  - All copies of the proposal are printed double sided.
  - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
  - Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
  - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.
7. **HISTORICALLY UNDERUTILIZED BUSINESSES:** The State is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the State encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on State contracts.
8. **INELIGIBLE VENDORS:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void *ab initio*.

9. **CONFIDENTIAL INFORMATION**: To the extent permitted by applicable statutes and rules, the State will maintain as confidential trade secrets in its proposal Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked as confidential, the State will notify Vendor of such action and allow Vendor to defend the confidential status of its information.
10. **MISCELLANEOUS**: Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.
11. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM**: The North Carolina electronic Vendor Portal (eVP) allows Vendors to electronically register for free with the State to receive electronic notification of current procurement opportunities for goods and Services of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website: <http://ncadmin.nc.gov/about-doa/divisions/purchase-contract>.
12. **WITHDRAWAL OF RESPONSE**: Responses that have been delivered may be withdrawn **only** in writing and if receipt is acknowledged by the office issuing the RFQ prior to the time for opening proposals identified on the cover page of this RFQ (or such later date included in an Addendum to the RFQ). Written withdrawal requests shall be submitted on Vendor's letterhead and signed by an official of Vendor authorized to make such request
13. **INFORMAL COMMENTS**: The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in writing in this RFQ and in formal Addenda issued through IPS.
14. **COST FOR RESPONSE PREPARATION**: Any costs incurred by Vendor in preparing or submitting offers are Vendor's sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred or associated with the preparation of responses.
15. **VENDOR'S REPRESENTATIVE**: Each Vendor shall submit with its response 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 response.

**ATTACHMENT B: LOCATION OF WORKERS UTILIZED BY VENDOR**

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In accordance with NC General Statute 143-59.4, Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of this Contract. The State will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

**a) Will any work under this Contract be performed outside the United States?**       YES  NO

If Vendor answered "YES" above, Vendor must complete items 1 and 2 below:

1. List the location(s) outside the United States where work under this Contract will be performed by Vendor, any sub-Contractors, employees, or other persons performing work under the Contract:
  
  
  
  
  
  
  
  
  
  
2. Describe the corporate structure and location of corporate employees and activities of Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

**b) Vendor agrees to provide notice, in writing to the State, of the relocation of Vendor, employees of Vendor, sub-Contractors of Vendor, or other persons performing services under the Contract outside of the United States**       YES  NO

NOTE: All Vendor or sub-Contractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall** disclose to inbound callers the location from which the call or contact center services are being provided.

**c) Identify all U.S. locations at which performance will occur:**

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**ATTACHMENT C: CERTIFICATION OF FINANCIAL CONDITION**

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Name of Vendor: \_\_\_\_\_

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

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: \_\_\_\_\_

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

Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state 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 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 Vendor]**



**ATTACHMENT D: HISTORICALLY UNDERUTILIZED BUSINESSES INFORMATION**

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFQ. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330. Vendor shall respond to question a) and b) below.

- a) Is Vendor a Historically Underutilized Business?  **Yes**  **No**
- b) Is Vendor Certified with North Carolina as a Historically Underutilized Business?  **Yes**  **No**



**Questions within Section 1 of Attachment E are not subject to scoring, but may be a basis for deeming a Vendor unqualified.**

**Organization** \*\*Required to answer

1.1) 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

See website link for more information: <http://www.doa.nc.gov/hub/swuc.htm>

\_\_\_\_\_ 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: \_\_\_\_\_

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

**Licensing Information** \*\*Required to answer

1.2) Please provide all North Carolina professional licenses required for you to perform your services. **Have you attached a copy of your professional licenses? \*\***  Yes  No

<u>NC License number/name of licensee</u>	<u>License Limit/Level</u>	<u>State/County/City Privilege License (provide copy)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Has any license ever been denied or revoked? \*\*  Yes  No If yes, please describe, \_\_\_\_\_

**Insurance** \*\*Required to answer

1.3) The minimum requirements of coverage listed below. Firms must indicate that they can provide evidence of insurance coverage by attaching a copy of their insurance certificate. **Have you attached a copy of your insurance certificate? \*\***  Yes  No

- *Worker's Compensation* - Vendor shall provide and maintain Worker's Compensation, as required by the laws of North Carolina, as well as employer's liability coverage with Insurance minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under this contract.

- *Commercial General Liability* – Vendors shall maintain General Liability Coverage on a Comprehensive Broad Form on a cost occurrence basis in the minimum amount of \$5,000,000.00, Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- *Automobile* – Vendor’s shall maintain automobile liability insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with this contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$10,000.00 medical payment.
- *Deductible*-Any deductible, if applicable to loss covered by insurance provided, is to be borne by Vendor.

**1.4) Professional Liability Insurance** - In addition to other insurance required, the Vendor and each Sub-Vendor shall provide professional liability insurance, issued by an insurance carrier approved in advance by the State and licensed to provide such coverage in the State of North Carolina, to compensate the State for all negligent acts, errors and omissions by the Vendors, firm, agents, employees, and Sub-vendors. The Vendor and Sub-vendors shall submit proof of such insurance, which shall provide a coverage amount not less than five hundred thousand dollars \$500,000.00 per claim. At the discretion of the State, higher amounts may be required. Firms must indicate that they can provide evidence of insurance coverage by attaching a copy of their insurance certificate. **Have you attached a copy of your insurance certificate? \*\***  Yes  No

**Financials** \*\*Required to answer

**1.5)** Attach latest balance sheet and income statement, if available, based on company type. Audited statements preferred (reviewed, and signed by a CPA). If not available, attach a copy of the latest annual renewal submission to the relevant licensing board. (Firm must submit financial data and may clearly indicate a request for confidentiality to avoid this item from becoming part of a public record.) **Have you attached a balance sheet? \*\***  Yes  No

**Litigation/Claims** \*\*Required to answer

**1.6)** Has your present firm, its officers, owners, or agents ever been barred from being awarded public work in North Carolina? \*\*  Yes  No

**1.7)** Are there currently any judgments, claims, arbitration or mediation proceedings or suits pending or outstanding against your firm, its officers, owners, or agents? \*\*  Yes  No

If yes, state the project name(s), year(s), case number and reason why: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Program Standards** **\*\*Required to answer**

**1.8)** Is your firm familiar with all current North Carolina Building codes, as well as HUD regulations for Health Quality Standards (HQS) utilized with federal CDBG-DR funds? **\*\***  Yes  No

**SECTION 2. GENERAL FIRM QUALIFICATIONS**

**General**

**2.1)** Will this project be managed and directed from an office in NC? 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 143-59 (c).  Yes  No

*[Matrix: Max of 2 points. If office location is managed and directed from NC office, give 2 points. If not, give 0 points.]*

**2.2)** Has your firm ever failed to complete work awarded to it?  Yes  No

If yes, please provide project name(s), year(s), and reason why: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

*[Matrix: Max of 5 points. If firm has never failed to complete work it has been awarded, give 5 points. If they have failed to complete work, -1 points for every project not completed.]*

**2.3)** Have you ever paid liquidated damages on any project?  Yes  No

If yes, please provide project name(s), year(s), and reason why: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

*[Matrix: Max of 3 points. If “Yes” with sufficient explanation, give 1 point. If “Yes” without sufficient explanation, give 0 points. If “No”, give 3 points.]*

**Historically Underutilized Business (HUB) Plan, Minority/Women Business Enterprise, Section 3**

**2.4)** Does the firm currently have a documented plan for engaging subcontractor participation from Historically Underutilized Businesses, M/WBE and Section 3?  Yes  No

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

*[Matrix: Max of 2 points. If firm has a current documented plan and it is attached, give 2 points. If not attached or “No”, give 0 points.]*

**Experience - Size/Capacity/Workload**

2.5) List the annual dollar value of engineering and/or architectural work the firm has performed for the last (3) three calendar years. Be sure to denote which type of work (engineering, architecture, or both) this dollar value is associated with.

\$ _____ (Year 1)	\$ _____ (Year 2)	\$ _____ (Year 3)
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[Matrix: Max of 6 points. 1 point for each year completed with a dollar value greater than \$25,000, 2 points for each year completed with a dollar value over \$100,000.]

2.6) List the three largest contracts currently under contract or in progress, including for each, the name of the project, owner, architect/engineer and contact information below.

#1 –Project Name	
Description of Work Performed	
Engineer/Architect of Record? (Yes/No)	
Owner Name/ Representative	
Owner Address/Phone #/Email	
Architect/Engineer Name	
Architect/Engineer Address/Phone #/Email	
Contract Dollar Value	
Percentage Complete	
Current Anticipated Completion Date	

<b>#2 –Project Name</b>	
Description of Work Performed	
Engineer/Architect of Record? (Yes/No)	
Owner Name/ Representative	
Owner Address/Phone #/Email	
Architect/Engineer Name	
Architect/Engineer Address/Phone #/Email	
Contract Dollar Value	
Percentage Complete	
Current Anticipated Completion Date	
<b>#3 –Project Name</b>	
Description of Work Performed	
Engineer/Architect of Record? (Yes/No)	
Owner Name/ Representative	
Owner Address/Phone #/Email	
Architect/Engineer Name	
Architect/Engineer Address/Phone #/Email	

Contract Dollar Value	
Percentage Complete	
Current Anticipated Completion Date	

[Matrix: Max of 9 points. 1 point for each project listed with a contract amount less than \$50,000, 2 points for each project listed with a contract amount in excess of \$50,000. 1 additional point for each project listed as the Engineer/Architect of Record.]

2.7) Provide the current number of proposed project team members by discipline. These team members must match the organizational chart provided to the state.

Discipline	Number of personnel	Number of registered/licensed personnel	Combined years of experience with similar scope of work	Combined number of projects with similar scope
Architects				
Structural				
Mechanical				
Electrical				
HVAC				
Civil				
Environmental				
Inspection				
Drafting				
Administration				

[Matrix: Max of 60 points. 1 point for each discipline included. For each discipline included: If less than (1) registered/licensed professional, give 0 points. Between (1-2) registered/licensed professional, give 1 point. If more than (2) registered/licensed professional, give 2 points. For each discipline included: If less than (5) years of experience, give 0 points. Between (5-15) years of experience, give 1 point. If more than (15) years of experience,



give 2 points. For each discipline included: If less than (10) projects, give 0 points. If more than (10) projects, give 1 point.]

2.8) Select all required services that are in-house, and will be directly provided by firm to accomplish the required scope of work.

Administration	<input type="checkbox"/>	Architectural	<input type="checkbox"/>	Drafting	<input type="checkbox"/>	Inspection	<input type="checkbox"/>
Structural	<input type="checkbox"/>	Mechanical	<input type="checkbox"/>	Electrical	<input type="checkbox"/>	HVAC	<input type="checkbox"/>
Civil	<input type="checkbox"/>	Environmental	<input type="checkbox"/>				

[Matrix: Max of 10 points. 1 point for each service selected.]

2.9) Select all required services that will be provided through a sub-consultant to accomplish the required scope of work.

Administration	<input type="checkbox"/>	Architectural	<input type="checkbox"/>	Drafting	<input type="checkbox"/>	Inspection	<input type="checkbox"/>
Structural	<input type="checkbox"/>	Mechanical	<input type="checkbox"/>	Electrical	<input type="checkbox"/>	HVAC	<input type="checkbox"/>
Civil	<input type="checkbox"/>	Environmental	<input type="checkbox"/>				

[Matrix: Max of 2 points. Less than (2) services selected, give 2 points. Between (2-3) services selected, give 1 point. More than (3) services selected, give 0 points.]

Please note that at the conclusion of scoring the qualification questionnaire (Attachment E), the evaluation committee will conduct interviews/discussions as necessary. Award of a contract may be made without interviews if a full interview score would not change the ranking of a Vendor with which a contract will be negotiated. Interviews allow up to an additional 39 points to be added to the Vendor qualification score from Attachment E. The qualification score from Attachment E and the interview score will be combined for a total score. Interviews shall be conducted for Vendor(s) with a qualification score with whom a full interview score would elevate them to the Vendor with which a contract would be negotiated.

## QUALIFICATION POLICY

### Governing Law (N.C.G.S. § 143-64.31(a))

It is the public policy of this State and all public subdivisions and Local Governmental Units thereof, except in cases of special emergency involving the health and safety of the people or their property, to announce all requirements for architectural, engineering, surveying, construction management at risk services, design-build services, and public-private partnership construction services to select firms qualified to provide such services on the basis of demonstrated competence and qualification for the type of professional services required without regard to fee other than unit price information at this stage, and thereafter to negotiate a contract for those services at a fair and reasonable fee with the best qualified firm. If a contract cannot be negotiated with the best qualified firm, negotiations with that firm shall be terminated and initiated with the next best qualified firm. Selection of a firm under this Article shall include the use of good faith efforts by the public entity to notify minority firms of the opportunity to submit qualifications for consideration by the public entity.

### Requirements for Qualification Criteria Form and Assessment

- a) Uniform, consistent, and transparent in its application.
- b) Criteria must be rationally related to the work.
- c) The vendor is not required to have been previously awarded a construction or repair project by the governmental entity.
- d) Vendors are permitted to submit history or experience with projects of similar size, scope, or complexity
- e) Assessment process of qualification is stated in this policy.
- f) A process for a denied vendor to protest is stated below in this policy.
- g) A process for notifying a denied vendor is stated below in this policy.

### Review of Application

- a) **Qualification Committee** – NCORR shall agree upon the members of the qualification committee. The Qualification Official shall not be on the qualification committee. The qualification committee will review qualification applications submitted by the firms and will determine each firm's qualification eligibility for the project.
- b) **Review of Application** – The qualification committee shall use the objective assessment process form. The qualification committee shall approve or deny the applications in accordance with the qualification criteria and scoring system based upon the applicants' initial response to the NCORR's solicitation for qualified vendors.
- c) **Notice of Decision** – All firms that submitted applications for qualification shall be promptly notified of the qualification committee's decision, including the reason for denial, via e-mail.

### Appeals Procedure

- a) The firm may appeal the denial of qualification as noted below.

**Initial Protest** – A firm denied qualification may protest the qualification committee's decision by filing a written appeal via hand-delivery or e-mail to the applicable qualification officer within three (3) business days of emailed notice that the firm has been denied qualification. The written appeal shall clearly articulate the reasons why the firm is contesting the denial (i.e., explains how the firm satisfied

all required criteria for qualification in the government's solicitation in their initial response) and attach all documents supporting the firm's position. The qualification committee may contact the firm regarding the information provided prior to ruling on the protest. The Qualification Committee should review the written protest within five (5) business days. If the qualification committee upholds its denial, the firm shall be notified in writing via e-mail.

**Appeal** – Within three (3) business days of NCORR's emailed notice of the Qualification Committee's written protest decision, the denied qualified firm may appeal the qualification committee's decision, in writing, via hand-delivery or e-mail, to the Qualification Official. The Qualification Official should review the appeal within five (5) business days. In the event the Qualification Official is unable to review in a timely manner, he/she may designate a representative that is not a member of the qualification committee to handle the appeal.

**Decision on Appeal** – The decision of the Qualification Official or Representative on the appeal shall be final, and the firm shall be promptly notified of the decision.

**General Rules for Protests and Appeals** – Firms submitting qualification applications shall be provided an e-mail address for the communication with NCORR during the protest and appeal process. The firm shall provide at least two e-mail addresses for use by NCORR in communicating with the firm. A firm's failure to comply with any requirements of the protest and appeals procedures of this section shall result in the firm's protest or appeal being terminated.