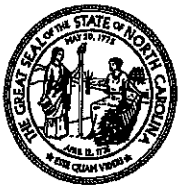


STATE OF NORTH CAROLINA Department of Public Safety NCORR 	REQUEST FOR BEST AND FINAL OFFER (BAFO) Bid # 19-RFP-014582-WAX	
	Offers will be received until: May 3, 2019 at 2:00 p.m. Refer ALL Inquiries to: Angela Wainright Email: angela.wainright1@ncdps.gov Telephone No. (919) 324-6476 (See page 2 for mailing instructions.)	
BAFO Issue Date: May 1, 2019	Contract Type: Open Market Description of goods/services: Construction Management Services Agency Requisition No. RQ21801934	

NOTICE TO VENDOR Offers, subject to the conditions made a part hereof, will be received at this office, Department of Public Safety, until May 3, 2019 at 2:00 p.m. Eastern Time, for furnishing and delivering the goods and services as described herein. Refer to page 2 for mailing instructions of signed original.

Offers submitted via facsimile (fax) machine in response to this Best and Final Offer (BAFO) will not be accepted. Offers are subject to rejection unless submitted on this form.

EXECUTION

In compliance with this Request for Best and Final Offers (BAFO), and subject to all the terms and conditions herein, those in the original Request for Proposal, dated February 14, 2019 (unless superseded herein) and in Vendor's proposal thereto, the undersigned offers and agrees to furnish and deliver any or all goods and services which are offered, at the prices agreed upon and within the time specified herein. Pursuant to GS §143-54 and §143-59.2 and under penalty of perjury, the undersigned Vendor certifies that this offer has not been arrived at collusively or otherwise in violation of Federal or North Carolina law and this offer is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting an offer for the same services, and is in all respects fair and without collusion or fraud.

Failure to execute/sign offer prior to submittal shall render offer invalid. Late offers are not acceptable.

VENDOR: AECOM TECHNICAL SERVICES		EMAIL: joe.chapman@aecom.com	
STREET ADDRESS: 1600 Perimeter Park Drive, Suite 400		P.O. BOX:	ZIP: 27560
CITY & STATE & ZIP: Morrisville, NC 27560		TELEPHONE NUMBER: 704-564-0840	TOLL FREE TEL. NO:
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING: Joseph B. Chapman, Vice President		FAX NUMBER: 704-522-0063	
AUTHORIZED SIGNATURE: <i>Joseph B Chapman</i>		DATE: May 3, 2019	

Offer valid for forty-five (45) days from date of opening unless otherwise stated here: _____ days.

ACCEPTANCE OF BEST AND FINAL OFFER

If the State accepts any or all parts of this offer, an authorized representative of the Department of Public Safety shall affix her/his signature to the Vendor's response to this Request for BAFO. The acceptance shall include the response to this BAFO, any provisions and requirements of the original RFP that have not been superseded by this BAFO, and the provisions of Vendor's response to the original RFP that have not been superseded by this BAFO. These documents shall then constitute the written agreement between the parties. In the event of conflict, the State's terms and conditions shall control. A copy of this acceptance will be forwarded to the successful Vendor(s).

FOR STATE USE ONLY: Offer accepted and Contract awarded this *04th* day of *May*, 2019, as indicated on the attached certification by *Angela Wainright*
(Authorized Representative of the Department of Public Safety)

MAILING INSTRUCTIONS: Provide **one fully executed original** of the BAFO response in addition to an electronic copy sent via email (angela.wainright1@ncdps.gov). Address package and insert this BAFO control number as shown below. It is the responsibility of the Vendor to have the BAFO in this office by the specified time and date.

DELIVERY:

BAFO No. 19-RFP-014582-WAX

Attn.: Angela Wainright
Department of Public Safety
Purchasing and Logistics
3030 Hammond Business Place
Raleigh, NC 27603

SOLICITATION REQUEST FOR BEST AND FINAL OFFER (BAFO):

This request is to acquire a best and final offer from Vendor for Construction Management Services for State's Hurricane Recovery Program. Vendor offer shall integrate the previous response to the RFP and any changes listed below. Any individual Vendor may receive a different number of requests for BAFOs than other Vendors.

The State encourages the Vendor to supply more competitive prices. Vendor should submit its most competitive prices in response to this Request for BAFO.

Please Note: This proposal is still in the evaluation period. During this period and prior to award, possession of the BAFO, original proposal response and accompanying information is limited to personnel of the Division of Public Safety, and to agencies responsible for participating in the evaluation. Vendors that attempt to gain this privileged information, or to influence the evaluation process (i.e. assist in evaluation) will be in violation of purchasing rules and its offer will not be further evaluated or considered.

Specific requests begin on next page (Vendor may copy requests onto additional pages, as needed, to provide sufficient space for its responses):

PROVIDE THE FOLLOWING INFORMATION REGARDING LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with NC General Statute 143-59.4, the 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 the 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 the 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 the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

b) The Vendor agrees to provide notice, in writing to the State, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the 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:

1600 Perimeter Park Drive, Suite 400, Morrisville, NC 27560

701 Corporate Center Drive, Suite 475, Raleigh, NC 27607

201 North Front Street, Suite 509, Wilmington, NC 28401

6000 Fairview Road, Charlotte, NC 28210

12420 Milestone Center Drive, Suite 150, Germantown, MD 20876

1360 Peachtree Street NE, Suite 500, Atlanta, GA 30309

Vendor agrees to the following performance evaluation criteria:

A. Assignment / Bid Batches

- i. Once applicant data is received, Vendor shall submit complete proposed assignments / bid batches according to project type and geographical location. Submit bid batches to NCORR for approval within four (4) business days via email to NCORR Contract Manager.
- ii. Complete assignment / bid batches will consist of Assignment / RFB solicitation, Assignment / Bid Worksheet, Estimated Cost of Repair (ECR) and all other supporting documents that are approved by NCORR.

B. Assignment / Bid Batch Recommendation

- i. Vendor shall provide NCORR with a full evaluation and recommendation for awards after all bids have been received by the Assignment or RFB solicitation by the end of the next business day.

C. Signing Event

- i. Vendor shall attempt to contact Homeowner to schedule a signing event with homeowner and Contractor within twenty-four hours of general contractor supplying bonding and insurance paperwork. Vendor shall continue to make attempts to contact homeowner at least once more per week up until NCORR's approval to discontinue contact attempts.
- ii. Vendor shall provide NCORR with all Work Orders that have already been signed by the General Contractor (GC) for NCORR execution within two (2) business days after the signing event.

D. Notice to Proceed (NTP)

- i. Vendor shall provide NCORR the General Contractor NTP for approval within one (1) business day of signing event.

E. Site Reports

- i. Vendor shall supply NCORR with all site reports by 9am ET the next business day.

F. Change Orders

- i. Vendor shall provide NCORR a full change order package after the General Contractor has submitted its request for a change order into the system of record within three (3) business days.
- ii. A full change order package will contain Contractor's Proposal, Field Verification documentation, Change Order Form and NCORR Record of Negotiation Form, NCORR's opinion of cost and final reconciled price with any notation regarding methodology or reasoning.

G. Compliance and Reporting

- i. During the construction phase, Vendor shall upload all quarterly reports on or before the due date and ensure the General Contractor is up-to-date with all diversity and Section 3 participation plans.

H. Invoice

- i. Vendor shall upload a full invoice package and recommendation for payment to NCORR, after the General Contractor has submitted its paperwork, within two (2) business days.

Attachment I (Pricing) is based on the Project Approach. The major points of the cost proposal are based upon:

- 1) AECOM will not serve as a General Contractor or a Sub-Contractor to another General Contractor for CDBG-DR on this project.
- 2) AECOM will not serve as the designer or architect for any of the General Contractors used by the State on this project.
- 3) Phase 1 of the project will overlap with Phase 2.
- 4) AECOM will supply its own office space and equipment for the project.
- 5) The normal work week is assumed to be 40 hours. If additional hours above 40 hours in a week, approval will be required by NCORR. All labor categories above 40 hours will be charged at the same rate as shown on Attachment I except for Field Inspector and Case Manager which would be billed at 1.2 times the rate shown on Attachment I.
- 6) Phase 2 of the project may be converted to unit rates. If so, the unit prices will take into account the historical effort as well as differences in spatial distribution and number of GC's assigned to the work.
- 7) The list of eligible applicants will be provided to AECOM.
- 8) Costs for outreach materials, print materials, newspaper advertising, radio spots, TV advertising, etc. may be provided with an agreed contract modification. Currently these costs are assumed to be provided by Others.
- 9) Pricing assumes that the Salesforce system of record will align with the approach and unit pricing defined by the RFP and will not change significantly impacting project costs once approved.
- 10) The NCORR Salesforce application is ready for production by the CM for construction use subject to additional checklists. The efficiencies of the NCORR Salesforce system are assumed to be the same as industry standard software.
- 11) Additional CM resources may be needed to develop Salesforce checklists (Rehab, Reconstruct, Mobil Home, Buyout, Elevation, place within the inspection process (local permits) for use in construction by the CM.
- 12) AECOM will be allowed to program the work to maximize construction production efficiencies. AECOM realizes that the initial batch of homes will be a small number to test the general contractors to determine which general contractors can achieve the goals of NCORR.
- 13) The guaranteed monthly maximum amount is a goal for the scope of work as set forth in the RFP. The actual monthly invoices are based on the workload agreed upon by NCORR and AECOM and may exceed the monthly maximum amount as stated in AECOM's proposal.
- 14) AECOM may be asked to coordinate the storage of household items.
- 15) All tables and figures within the AECOM proposal are for illustrative purposes only and do not bind NCORR or AECOM to specific deliverables, targets, work flows or anything else associated with the project. NCORR will approve all deliverables and aspects related to the project for AECOM to perform prior to any task being performed
- 16) Throughout the project AECOM may recommend changes to the overall management of the program to improve efficiencies.
- 17) AECOM will start the project with our complaint tracking system. This data will be provided to NCORR on a daily basis to import into their tracking system. When NCORR's complaint tracking system is available, AECOM will transition to NCORR's complaint tracking system.
- 18) The note on page II-48 (page 87 of the pdf file) is clarified from: "Labor compliance and wage monitoring for site operatives will be provided per contract terms." to "Labor compliance and wage monitoring for site operatives will be provided per contract terms by the General Contractor".

19) AECOM will be evaluated by NCORR using the following two tables:

Grade	Percent of Goal Achieved
Excellent	90%
Good	80%
Poor	70%
Unacceptable	60%

Structure Type	Goal (days)	Note
Rehab	45	Based on NC STEP experience
Rehab with Elevation	135	90% of limit set within GC Contract of 150 days
Reconstruction	108	90% of limit set within GC Contract of 120 days
Reconstruction with Elevation	135	90% of limit set within GC Contract of 150 days
Manufactured home repair	30	Based on AECOM past experience
Manufactured home replacement	120	Based on AECOM past experience
Manufactured home replacement with elevation	135	Based on AECOM past experience
Buyout / Debris	90 / 14	Based on AECOM past experience

Notes:

- a) Day 1 is when the contractor is not waiting on NCORR, PM or AECOM for any activities such as but not limited to eligibility of the home owners, initial homeowner paperwork, environmental clearances and cultural reviews.
 - b) Last day is when field site visit inspection is completed and no items remain on punch list.
 - c) For debris, the debris must be at one location and packaged as required by the contract.
 - d) If exterior or interior work is dependent on the weather, weather extensions are allowed when the average number of rain days for the past 10 years is exceeded.
 - e) For buyouts, day 1 is when the owner has signed the paperwork that agrees to the selling of the home and a price has been agreed to.
 - f) Buyouts assume that any local council votes needed will occur within a two-week timeline.
 - g) Buyouts assume that the owner will close and have another place to live.
- 20) AECOM's invoices will include for the hourly billings name of individual, billing category, number of hours and description of work performed on a daily basis.
- 21) The staff categories in Attachment I can be expanded upon if approved or requested by NCORR.

22) Billings of the following staff as shown on the organizational chart will be done as follows:

Organizational Chart Labor Category	Charged Labor Category
Project Executive	Will not be billed
Principle in Charge	Line 1 – Principle In Charge, Project Manager, Deputy Program Manager
Project Manager	Line 1 – Principle in Charge, Project Manager, Deputy Program Manager
Deputy Project Manager	Line 1 – Principle in Charge, Project Manager, Deputy Program Manager
Pre-Construction Phase Manager	Line 2 – Manager
Residential Construction Liaison	Line 4 – Field Inspector Supervisor
Regional Resident Engineers	Line 4 – Field Inspector Supervisor
Field Inspectors	Line 5 – Field Inspector
Close-out Manager	Line 2 – Manager
Construction Financial Services	Line 2 – Manager
Safety Manager	Line 2 – Manager
Subject Matter Experts	Line 3 – Subject Matter Expert
Operations Support Manager (Call Center)	Line 6 – Case Management Supervisor
Call Center Technicians	Line 7 – Case Manager
Case Managers	Line 7 – Case Manager
Project Controls Manager	Line 2 – Manager
Project Controls	Line 2 – Manager
IT Manager	Line 2 – Manager
IT Technicians	Line 3 – Subject Matter Expert
Compliance Manager	Line 2 – Manager

- 23) Additional labor categories for software development are included if NCORR would want to use these resources during the project.
- 24) Billing rates assume the project will be completed in two years.
- 25) All CM staff working on the project will be billed at Attachment I, billing rates. This includes AECOM and AECOM subcontractors.

CONSTRUCTION MANAGER PRICE OFFER

Phase 1. This phase includes delivery of Scope of Work until the completion of Initial Milestones outlined in Section 5.1.1):

Item	Title of Personnel (e.g. Program Manager, Inspector)	Estimated Hours of Effort per Month	Hourly Rate (in dollars)	Estimate Cost of Title per Month (in dollars)
1	Principle in Charge, Project Manager, Deputy Program Manager	90	\$293	\$26,370
2	Pre-Construction Phase Manager, Close Out Manager, Construction Financial Services, Safety Manager, Project Controls Manager, Project IT Manager, Compliance Manager.	233	\$222	\$51,726
3	Subject Matter Expert, IT Technicians	-	\$163	\$0
4	Field Inspection Supervisor (Residential Construction Liaison, Regional Resident Engineers)	-	\$163	\$0
5	Field Inspector	-	\$147	\$0
6	Case Management Supervisor (Operations Support Manager (Call Center)	-	\$141	\$0
7	Case Manager, Call Center Technicians	-	\$93	\$0
	Monthly Totals	323	n/a	\$78,096

Phase 2. This phase includes delivery of Scope of Work after the completion of Initial Milestones outlined in Section 5.1.1):

Item	Title of Personnel (e.g. Program Manager, Inspector)	Estimated Hours of Effort per Month	Hourly Rate (in dollars)	Estimate Cost of Title per Month (in dollars)
1	Principle in Charge, Project Manager, Deputy Program Manager	166	\$293	\$48,638
2	Pre-Construction Phase Manager, Close Out Manager, Construction Financial Services, Safety Manager, Project Controls Manager, Project IT Manager, Compliance Manager.	1,889	\$222	\$419,358
3	Subject Matter Expert, IT Technicians	499	\$163	\$81,377
4	Field Inspection Supervisor (Residential Construction Liaison, Regional Resident Engineers)	166	\$163	\$27,058
5	Field Inspector	1,331	\$147	\$195,657
6	Case Management Supervisor (Operations Support Manager (Call Center)	166	\$141	\$23,404
7	Case Manager, Call Center Technicians	83	\$93	\$7,719
	Monthly Totals	4,300	n/a	\$803,211

Estimated 24 month total \$16,376,604 (Phase 1 x 4 months and Phase 2 x 20 months)

Optional Software Services

Title of Personnel (e.g. Program Manager, Inspector)	Estimated Hours of Effort per Month	Hourly Rate (In dollars)	Estimate Cost of Title per Month (in dollars)
Senior Developer	-	\$205	\$0
Developer	-	\$150	\$0
Senior Data Analyst	-	\$225	\$0
Data Analyst	-	\$146	\$0
CM Software cost for months 1 to 5 (cost per month)	-	\$250,000	\$0
CM Software cost for months 6+ (cost per month)	-	\$50,000	\$0
Monthly Totals	-	n/a	\$0

Estimated total cost for all titles shall be the monthly not-to-exceed contract price, subject to any negotiations

Per Vendor email dated 4/29/19, the software is priced two different ways. The first is a unit price per month and the second is the hourly rates of various programmers. Please explain in more detail how each option would be billed:

NCORR has stated that the Salesforce system is ready for production with the exception of some of the field checklists.

The first option is a contingency option. In this option, AECOM will provide the software to operate as the CM. The AECOM CDBG-DR software needs to be configured to the specific state assignment. The initial configuration of the AECOM supplied software is \$1.25MM. This equals \$250,000 per month for the first 5 months. The AECOM system would read in the applicant data and provide daily and weekly data dumps as required and will provide an export to the Salesforce system of record.

The second option is to provide support to assist NCORR with getting the Salesforce system fully operational. Specific tasks would be assigned to AECOM to complete and AECOM would bill at the hourly rate. This would include items like completing the checklists, building portions of the Salesforce system or any other tasks as requested by NCORR.