



**REQUEST FOR QUALIFICATIONS
LINCOLN COUNTY, NORTH CAROLINA
RFQ NO.: 2022-0826**

1. INTRODUCTION

With the relocation of the Lincoln County Judicial Branch, the historic Lincoln County Courthouse located on Court House Square in downtown Lincolnton, NC has been vacated and identified as a potential redevelopment opportunity by Lincoln County ("County") and the City of Lincolnton ("City"). Given the historic nature of this project, the County seeks to engage with an architectural firm to support efforts in redevelopment design and concept plans that will support the County with future decision making.

Submittal information, scope of services, statement of qualifications content, selection process, and general terms and conditions are summarized in this request for qualifications.

2. SUBMITTAL INFORMATION

2.1 Due Date

Statements of qualifications shall be submitted no later than 2:00 PM on Friday, August 26, 2022.

2.2 Submit To

Submit statements of qualifications addressed to:

**LINCOLN COUNTY MANAGER'S OFFICE
C/O JOHN HENRY, PURCHASING AGENT
353 N. GENERALS BLVD. (COURIER)
PO BOX 738 (USPS)
LINCOLNTON, NC 28092
Phone: 704-736-8478
Email: jhenry@lincolncounty.org**

Submit information in a sealed package clearly marked with the following:

**Response to RFQ No. 2022-0826
Courthouse Redevelopment
Lincoln County, North Carolina**

2.3 Quantity and Format

Provide one (1) electronic copy in PDF format on a flash drive. Respondents shall provide responses in a single bound volume. Responses shall be limited to 20 sheets total (40 pages total if double-sided) including a cover letter, cover, and separation pages or tabs.

2.4 Questions, Clarification, and Interpretation

All questions, clarifications, discrepancy in, or omissions and interpretation concerning this request for qualifications shall be submitted in writing no later than 5:00 pm, Tuesday, August 16, 2022 by email, to jhenry@lincolncounty.org. The County will issue addenda in response to questions and to provide clarifications before 5:00 pm, Thursday, August 18, 2022. No contact shall be made with County personnel other than the contact listed above for Questions, Clarifications, and Interpretation. The County will not be responsible for any oral representations or instructions.

3. SCOPE OF SERVICES

The selected firm will provide architectural and design services to advise the County on the opportunities and constraints of potential redevelopment scenarios and programs (minimum of three) for the project site, which may involve retail (including food and beverage), residential, office, parking, and civic occupancies.

These redevelopment scenarios should take into consideration the current building systems and configuration, as well as the surrounding area (adjacent streets, proximate buildings, and downtown context), resulting in a schematic design that preserves and enhances Lincoln's downtown character.

The specific expectations of the selected firm for this project will be defined in contract documents. However, at a minimum the following services and responsibilities are anticipated:

1. Meet onsite to discuss existing conditions, design concepts and coordinate work.
2. Review prior documentation related to the site.
3. Collaborate with County staff and Development Finance Initiative (DFI) to refine program parameters for various redevelopment scenarios, including parking program options/requirements.
4. Advise on suitability of site for new construction per program parameters and existing site conditions.
5. Provide a range of alternative design concepts (minimum three scenarios). Design concepts should incorporate the as-built conditions and area surrounding the site, including adjacent streets and buildings.
6. Coordinate with any systems or mechanical engineers (as determined necessary) to support design scenarios.
7. Ensure concept conformance with applicable zoning ordinances, building code, district designations, community, and/or or special interest concerns.
8. Present conceptual plans, as needed. Anticipate at least one revision.
9. Prepare and present the final conceptual design scheme for the project site, including preliminary building plans, elevations, sections, and site plans.

3.1 SCOPE PARAMETERS

If a Respondent identifies an additional element not included in this RFQ, which in its judgment would be essential to accomplish the intended objectives as articulated in this RFQ, the Respondent should identify this element in its proposal and explain in detail why the County should consider including this element within the scope of services. Conversely, if a Respondent identifies a task within the RFQ that it believes could be modified or deleted without impacting the objectives of the RFQ, the Respondent should provide an explanation as to why the task should be deleted or modified. The County reserves the right to accept or reject all additions, deletions or modifications recommended.

4. STATEMENT OF QUALIFICATIONS CONTENT

Statement of qualifications shall include the following information:

- A signed cover letter from a principal in the lead firm (a) expressing interest in the project, (b) certifying that the firm is properly licensed to carry out the professional services described in this request, and (c) certifying that sufficient resources in personnel, equipment, and time are available and can be committed to this project
- Up to three (3) examples of statements of previous work completed by the firm and staff that will be involved in this project that are similar in nature to the scope of work proposed for this project. Content should include scope of work performed by the firm, images of plans, location and timing of the projects, and outcomes.
- Short resumes or bios of professional staff that would be involved in the project design and management, including professional registrations and certifications, office location, position title, length of service in current position, role in past projects of similar nature, and role/commitment to this project.
- List of proposed sub-consultants for potential design work, particularly as they relate to structural, MEP, and civil.

5. RESPONDENT'S RESPONSIBILITIES

It is the Respondent's responsibility to meet the entire intent of these specifications. Respondents shall carefully examine the terms of this document and shall judge for themselves all the circumstances and conditions affecting their proposal. Failure on the part of any Respondent to make such examination and to investigate thoroughly shall not be grounds for any declaration that the Respondent did not understand the terms and conditions herein. The County of Lincoln shall not be liable for any costs associated with the preparation, transmittal, or presentation of any response or materials submitted in response to the RFQ. It is the responsibility of each Respondent to: 1) Examine the RFQ documents thoroughly; 2) Consider federal, state and local laws and regulations that may affect the proposal and 3) consider and investigate any other legal, regulatory and or financial issues that the Respondent feels should be addressed related to the award of the intended contract.

6. SELECTION PROCESS

The County will review the submittals based on, though not limited to, the above criteria.

After review of qualifications, the County may interview select Respondents or may make a direct selection from the proposals received.

County reserves the right to negotiate and contract with the Respondent(s) deemed suitable to provide the requested services. The County reserves the right to reject any and all statements of qualifications and to evaluate at its discretion the statements of qualifications. The County reserves the right to award the contract based on the selection criteria and according to the statements of qualifications and demonstrated knowledge and ability which best serves the County and its interests.

7. GENERAL TERMS AND CONDITIONS

7.1 Contract Scope

The scope, price, and contract for the specific project will be established and negotiated between the County and consultant upon selection of the consultant by the County.

LINCOLN COUNTY GENERAL CONTRACT TERMS AND CONDITIONS

As used herein, the terms “Service Provider,” “Vendor” and “Contractor” may be used interchangeably to refer to the party contracting with Lincoln County (the “County”) pursuant to that Contract, Agreement or Proposal (the “Contract”) made pursuant to an RFP (as the case may be) of which these Terms and Conditions have been made a part.

- 1. NON-APPROPRIATION CLAUSE:** Contractor acknowledges that the County is a governmental entity and the validity of this Agreement is contingent upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not available and not appropriated for the performance of the County’s obligations under this Agreement, then this Agreement shall automatically terminate without penalty to the County upon thirty (30) days written notice by the County to the Contractor regarding the non-appropriation of public funds.
- 2. DEFAULT AND PERFORMANCE BOND:** In case of default by the Contractor, the County may procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. Lincoln County reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to the County, as allowed by law.
 - a. Bankruptcy of Contractor, Service Provider or Vendor. Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, Lincoln County may immediately terminate, for cause, this Contract and all other existing contracts the Contractor has with the County, and debar the Contractor from doing future business with Lincoln County.
- 3. GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. Lincoln County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to terminate the Contract as provided herein.
- 4. AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds of the County for the purpose set forth in this Contract.
- 5. TAXES:** Any applicable taxes shall be invoiced as a separate item. By execution of the bid document, or this Contract, the vendor has certified that it and all of its affiliates, if applicable, collect(s) the appropriate taxes as required by law.

6. **SITUS:** The place of this Contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
7. **GOVERNING LAWS AND VENUE:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. Any dispute or litigation arising from this Contract shall be filed in state courts located in Lincoln County, North Carolina or the federal courts of the Western District of North Carolina.
8. **NO COLLUSION OR CONFLICT OF INTEREST:** The Service Provider represents and warrants that this, or any other proposal, related to this Contract is not made in connection with any competing Service Provider submitting a separate response to a RFP, and is in all respects fair and without collusion or fraud.
9. **INSPECTION AT CONTRACTOR'S SITE:** Lincoln County reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Contractor prior to awarding said contract, and during the contract term, as necessary for the County's determination that such equipment/item, plant or other facilities conform with the specifications and requirements required and are adequate and suitable for the proper and effective performance of the contract.
10. **PAYMENT TERMS:** Payments are due to the Contractor not later than thirty (30) days after receipt of a final invoice or the acceptance of goods by the County, whichever is later. Lincoln County is responsible for all payments to the Contractor under the Contract.
11. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all federal and state requirements concerning fair employment, employment of people with disabilities, and treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

More specifically, Title VI is part of the Civil Rights Act of 1964, as amended, and its implementing regulations provide that no person shall be subject to discrimination on the basis of race, color or national origin under any program or activity that receives federal financial assistance. For our purposes, "national origin" equates to individuals who have a limited proficiency with the English language and their primary language is not English, hence, the term "limited English proficiency" or LEP.

12. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been previously sold or used for any purpose other than that

contracted for herein and shall be in first class condition. All containers and/or packaging shall be suitable for handling, storage or shipment.

- 13. STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
- 14. PATENT:** The Contractor shall hold harmless the County, its officers, agents and employees, from liability of any kind, including costs and expenses, on account of the violation or misuse of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Contract, including use by the government.
- 15. ADVERTISING:** Contractor agrees not to use the existence of this Contract or the name of Lincoln County as part of any commercial advertising, unless the County provides an allowance of such, in writing.
- 16. ASSIGNMENT:** The Contractor shall be prohibited from assigning its obligations under this contract, and shall be prohibited from assignment of Contractor's right to receive payment hereunder. However, upon written request and solely as a convenience to the Contractor, Lincoln County may:
- a. Forward the Contractor's payment directly to any person or entity designated by the Contractor, and
 - b. Include any person or entity designated by contractor as a joint payee on the Contractor's payment.
 - c. In no event shall such approval and action obligate Lincoln County to anyone other than the Contractor, and the Contractor shall remain responsible for fulfillment of all contract obligations.
- 17. INSURANCE COVERAGE and GENERAL REQUIREMENTS:** During the term of this Contract, the Contractor, at its sole cost and expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with this Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- a. Workers' Compensation – The Contractor shall provide and maintain Workers' Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of One-Hundred and Fifty Thousand Dollars (\$150,000.00), covering all employees of Contractor engaged in any work under this contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract, and shall require subcontractor to provide written proof of said coverage, for inspection by the County, if requested.
- b. Commercial General Liability - Contractor shall maintain Commercial General Liability insurance, including coverage for products and completed operations liability, contractual liability, liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, and One Million Dollars (\$1,000,000.00) annual aggregate. The limits may be satisfied by a combination of primary and excess insurance. The coverage shall be written on an occurrence basis.
- c. Automobile Insurance Coverage - At all times while the Contractor's representatives are conducting on-site work, the Contractor shall maintain Business Auto insurance for any owned, hired, rented, or borrowed vehicle with a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess insurance.
- d. General Insurance Requirements:
 - i. Prior to beginning the work, Contractor shall provide written evidence of insurance as requested by the County to confirm that these insurance requirements are satisfied. Contractor shall provide certificates of insurance to the County as evidence of the required coverage. Contractor agrees to provide complete copies of policies if requested. Either the failure of Contractor to provide timely evidence of insurance, or to place coverage with insurance companies acceptable to the County, shall be viewed as Contractor's delaying performance, which shall entitle the County to all appropriate remedies under the law including termination of the Contract.
 - ii. Lincoln County shall be named as an additional insured under Contractor's automobile and general liability insurance. In the event of a loss arising out of , or relating to the Contractor's services

- performed under this Agreement, Contractor's Liability insurance shall be primary (pay first) with respect to any other insurance which may be available to the County, regardless of how the "other insurance" provisions may read.
- iii. The workers compensation policy as required herein must contain a waiver of subrogation in favor of the County.
 - iv. Contractor shall be responsible for insuring all of his/her own personal property, improvements, and betterments.
 - v. All insurance policies put forth to satisfy the above requirements shall require the insurer to provide a minimum of thirty (30) days written notice to the County of any material change in coverage, cancellation, or non-renewal.
 - vi. All insurance put forth to satisfy the above requirements shall be placed with insurance companies licensed to provide insurance in the State of North Carolina. Any deductibles or self-insured retentions in the required insurance shall be subject to approval by the County.

18. GENERAL INDEMNITY: The Contractor shall hold and save Lincoln County, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or intentionally tortuous acts of the Contractor provided that the contractor is notified in writing within 30 days that the County has knowledge of such claims. The Contractor represents and warrants that it shall make no claim of any kind or nature against Lincoln County's agents who are involved in the delivery or processing of contractor goods to the County. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract. If this Contract is a Construction Agreement or Design Professionals Agreements as defined by N.C.G.S. §22B-1(f) then Section 19 will apply.

19. INDEMNITY FOR CONSTRUCTION AGREEMENTS OR DESIGN PROFESSIONALS AGREEMENTS. The Contractor shall hold and save Lincoln County, its officers, agents, employees, independent contractors, indemnitees or any other person or entity harmless from liability of any kind, including all claims and losses accruing or resulting from the performance of this Contract, if this Contract is a Construction Agreement or Design Professionals Agreement as defined herein, so long as the fault of the Contractor or its derivative parties is a proximate cause of the loss, damage, or expense indemnified (N.C.G.S. §22B-1). This shall include the Contractor's duty to indemnify the County as to any attorneys' fees, litigation or arbitration expenses, or court costs actually incurred by the County to defend

against any third party claims alleged in any court, tribunal or alternative dispute resolution procedure required by law or contract, if the fault of the Contractor or its derivative parties is a proximate cause of the attorneys' fees litigation or arbitration expenses, or court costs to be indemnified.

For the purposes of this section, a Construction Agreement is defined as any promise or agreement in, or in connection with, a contract or agreement relative to the design, planning, construction, alteration, repair, or maintenance of a building, structure, highway, road, appurtenance, or appliance, including moving, demolition, and excavating connected therewith.

For the purposes of this section, a Design Professional Agreement is any promise or agreement in, or in connection with, a contract or agreement with a design professional to provide design professional services, which are service or work performed by a Design Professional, as defined herein.

For the purposes of this section, Design Professional is defined as a person or entity who is licensed as architects (Chapter 83A), landscape architects (Chapter 89A), engineers and land surveyors (Chapter 89C), geologists (Chapter 89E), and soil scientists (Chapter 89F).

- 20. CONTRACT AND OR AGREEMENT TERM LENGTH:** The duration of this contract and or agreement shall be for one year unless noted on the signature page. No contract and or agreement shall extend 60 days past the renew date. Contract and or agreements may be extended, upon agreement of the parties, for up to a total of five years from the original contract or agreement date. However; the contract and or agreement will not be automatically renewed past the contract and or agreement dates listed on the initial signature page.
- 21. CANCELLATION (TERM CONTRACTS ONLY):** All Contract obligations shall prevail for at least ninety (90) days after the effective date of the Contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this Contract may be canceled in whole or in part by either party by giving thirty (30) days prior notice in writing to the other party.
- 22. QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.
- 23. PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period, must be general, either by reason of market change or on the part of the contractor to other customers.

- a. Notification: Notice must be provided to the County in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
- b. Decreases: If there are price adjustments that are considered a decrease in price, then the County shall receive full proportionate benefit immediately, at any time during the contract period.
- c. Increases: All prices shall be firm against any increase for the initial 180 days from the effective date of the Contract. After this period, a request for increase may be submitted with the County reserving the right to accept or reject the increase, or terminate the contract. Such action by Lincoln County shall occur not later than 15 days after the receipt by Lincoln County of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
- d. Invoices: It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the Contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

24. CRIMINAL CONVICTIONS CHECKS: Lincoln County is committed to providing a crime free environment for its staff and citizens. If the contractual requirements require that your personnel will have access to various areas of County Facilities, the County reserves the right to require a criminal convictions check on owners, officers, employees and any other workers of the Contractor and their subcontractors at any time upon written request. The Contractor or the Contractor's direct representative shall accompany all new employees to the jobsite and present them to the Contract Administrator, if not defined in the contract, **is the individual entitled to make all final decisions regarding the contract for the County.** At that time, if a criminal convictions check has been requested then the Contractor shall provide a criminal history (not a letter) including traffic records, by presenting a document from a reputable company providing statewide searches covering a minimum of the last seven (7) years to the Contract Administrator. The criminal history shall match the name on state issued picture identification card of the individual being search. Out of state searches shall be required for persons living in the state of North Carolina for less than seven (7) years. The names, addresses and birth dates of each person that enters County property (including the owners and subcontractors) in the performance of this contract shall be supplied to the County, with the criminal history, on company letterhead and signed by a representative duly authorized to sign on behalf of the company. This history shall be provided to the Contract Administrator at least twenty-four (24) hours prior to any person performing work under this contract. Persons that have not supplied this criminal history may be turned away and not

allowed to work on any property owned or utilized by the County until proper documentation is submitted and approved by the Contract Administrator.

The County reserves the right to keep any person from being assigned to work on its property if that person (1) has been convicted of a criminal offense since the age of eighteen (18), or (2) been found at any time to have an outstanding warrant or a pending court case, or, (3) if related to his/her work at the County, has current habitual problems with traffic related issues such as no driver's license, no vehicle tags, and/or no insurance. The Contractor must disclose the criminal convictions records of all persons proposed to work on property with the designated county official.

During the term of this contract, the Contractor shall comply with these procedures for any new owner, officer, employee and any other worker of the Contractor and their subcontractors upon proper written notification by the Contract Administrator.

The Contract Administrator shall maintain all criminal convictions checks in a secure locked container for the term of the contract. At the end of the contract period the Contract Administrator shall ensure that the files have been returned to Contractor or destroyed in such a manner as to prevent disclosure of any kind.

25. EMPLOYEE VERIFICATION: Contractor shall verify and provide photo identification of each of its employees, and require the same of any subcontractors hired by Contractor. Contractor shall further utilize employees or subcontractors that speak fluent English such that they can understand any directions of the Contractor or County, and be understood in their responses thereto. Contractor, at all times that it is subject to this Contract, or any other contract with Lincoln County shall comply, to the extent applicable, with Article 2 of Chapter 64 of the North Carolina General Statutes, and shall further ensure that any subcontractors performing work for Company shall at all times comply with Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall further execute an affidavit on a form provided by Lincoln County averring such compliance as stated herein.

26. IRAN DIVESTMENT ACT: For new procurements and new, renewed, or assigned contracts with Lincoln County on or after February 26, 2016, each bidder or vendor must affirm that it is not listed on the State Treasurer's Final Divestment List found at <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules> as of the date of signature. The certification shall be due at the time a bid is submitted or the time a contract is entered into, renewed, or assigned (see N.C.G.S. §147-86.55-69).

Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Lincoln County (see N.C.G.S. § 147-86.60(a)). Any existing contracts with these Iran-linked persons will be allowed to expire in accordance with the contract's terms (see N.C.G.S. § 147-86.60(c)). Contracts valued at less than \$1,000.00 are exempt from this restriction (see N.C.G.S. § 147-86.61(a)). In addition, Lincoln County may contract with, but is not required to, a listed individual or company if it makes a good-faith determination that (1) the commodities or services are necessary to perform its functions and (2) that, absent such an exemption, it would be unable to obtain those commodities or services. (see N.C.G.S. § 147-86.61(c)). Any such exemption shall be entered by Lincoln County into the procurement record. The Act provides that vendors to Local Government Units may not utilize any subcontractor found on the State Treasurer's Final Divestment List. (G.S. 147-86.55-69.) It shall be each vendor's responsibility to monitor its compliance with this restriction.

- 27. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL:** For new procurements and new, renewed, or assigned contracts with Lincoln County on or after October 1, 2017, each bidder or vendor must affirm that it is not listed on the State Treasurer's Final Divestment List or Do-Not-Contract List found at <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules> (a "restricted company") as of the date of signature. The certification shall be due at the time a bid is submitted or the time a contract is entered into, renewed, or assigned. (G.S. 147-86.80-84).

Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Lincoln County (see N.C.G.S. § 147-86.82(a)). Any contract entered into with a company that is identified as a restricted company at the time of contract is void ab initio (see N.C.G.S. § 147-86.82(b)). Upon receipt of information that the Contractor that was not initially identified as a restricted company at the time of the Contract execution has been identified as a restricted company, the County shall review the information and offer the Contractor an opportunity to respond. If the Contractor fails to demonstrate that the Contractor should not have been identified as a restricted company within ninety (90) days after notification by the County, then the County shall take action as may be appropriate and provided for by law, rule or contract (see N.C.G.S. § 147-86.82(c)). Contracts for less than one-thousand dollars (\$1,000.00) are exempt from this restriction (see N.C.G.S. §147-86.83).