

**STATE OF NORTH CAROLINA**  
**Division of Community Revitalization (DCR)**  
**Amended Best and Final Offer**

**Refer ALL inquiries regarding this to:**  
[angela.dunaway@commerce.nc.gov](mailto:angela.dunaway@commerce.nc.gov)  
 (919) 526-8340

**Amended Best and Final Offer (BAFO)**  
**RFP # Doc1539254856\_Builder**

**Amended Best and Final Offer Issue Date: July 23, 2025**

**BAFOs will be received until: July 28, 2025, at 10:00 am EST**

**Using Agency:** North Carolina Department of Commerce, Division of Community Revitalization

**NOTICE TO VENDOR**


Vendor may choose to accept the State's selected house plan sets and pricing shown herein and sign the Amended Best and Final Offer (BAFO), which will finalize the contract. If a Vendor does not accept the house plan sets and pricing and sign the BAFO, Vendor will not be contracted for the services identified in Request for Proposal #Doc1539254856. The BAFO is being amended to correct the pricing for Garage per square foot in the Reconstruction Site Specific table attached. Please disregard the original BAFO and execute this Amended BAFO instead.

Submit the executed BAFO (this form) to [angela.dunaway@commerce.nc.gov](mailto:angela.dunaway@commerce.nc.gov) by the due date and time indicated above. Offers are subject to rejection unless submitted as described herein.

**EXECUTION**

In compliance with this Amended Best and Final Offer, and subject to all the terms and conditions herein, those in the original Request for Proposal (unless superseded herein) and in Vendor's offer thereto, the undersigned offers and agrees to furnish and deliver any or all goods/services which are offered, at the prices agreed upon in the BAFO and within the time specified. 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 sign this Amended BAFO will render offer invalid and it SHALL BE REJECTED.**

COMPLETE/FORMAL NAME OF VENDOR:		
Byrdson Services, LLC		
STREET ADDRESS:	P.O. BOX:	ZIP:
1245 Cardinal Drive		
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
Beaumont, Texas 77705-6410	(409)842-0161	
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE :		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
James H Griffin, CSP President		
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:
	July 23, 2025	jgriffin@byrdsonservices.com

## Best and Final Offer

The State has determined the house plan sets to be used and the pricing provided to be paid to all Vendors for the services defined in Request for Proposal #Doc1539254856, which are included as attachments to this Amended BAFO. Vendors may choose to accept the plan sets and pricing and sign this Best and Final Offer, which will finalize the contract. If a Vendor does not accept this BAFO, it will not be contracted for the services identified in this RFP.

### IMPORTANT NOTE:

It is the Vendor's sole responsibility to ensure its BAFO has been received at [angela.dunaway@commerce.nc.gov](mailto:angela.dunaway@commerce.nc.gov) by the specified time and date. Upon receipt of the signed BAFO from the vendor, a confirmation email will be sent. If the Vendor does not receive a confirmation email within a reasonable time after BAFO submission, within normal business hours, it is the sole responsibility of the Vendor to send a follow up email to confirm receipt PRIOR to the due time and date. Vendors are cautioned not to wait until the time immediately preceding the due time and date to submit the BAFO. The State will countersign the BAFO and at that time a contract will be created. The State will send a fully executed contract (including the offer and the BAFO) to each vendor upon full execution.



### CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION:

The RFP is still in the evaluation period. During this period and prior to award, possession of the BAFO, original RFP response and accompanying information is limited to personnel of the Division of Community Revitalization responsible for participating in the evaluation. Responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. See RFP Section 3.2.

### ACCEPTANCE OF OFFER

If the State accepts any or all parts of this offer, an authorized representative of the Department of Commerce shall affix his/her signature to the Vendor's response to this Amended BAFO. The acceptance shall include the response to this Amended BAFO, any provisions and requirements of the original RFP which have not been superseded by this BAFO and all Terms and Conditions. These documents shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful vendor(s).

#### FOR STATE USE ONLY

Offer  Signed by: \_\_\_\_\_ dated this 30th day of July 2025, as indicated on attached certification,  
by  \_\_\_\_\_ (Authorized representative of the Department of Commerce).

PRICING

Rehabilitation Cost
Combined overhead and profit rate to be provided on top of approved Xactimate cost estimates.
27.76%

MHU Price						
<b>Scope of Work:</b> The prices are inclusive of the following items: All permits/fees; taxes/sales tax; disconnection of all utilities; Demolition and disposal of the existing storm damaged MHU in an approved facility; Sitework and grading required to install the new MHU; Purchase of the new MHU; Hauling of the new MHU to the applicant address; Installation of the new MHU to be applicant address in accordance with program and code requirements; stairs; Skirting; Connection of all appliances and HVAC system; GC testing of all mechanical, electrical, and plumbing systems; All required code inspections; Placement of a minimum of 4 pallets of sod or minimum required to pass code inspections, whichever is greater; Fill dirt included as required to ensure proper drainage; Completion of all required program inspections; Title work (title to new MHU to be issued in applicant name prior to program final inspection); Certificate of Occupancy prior to key turn over; Warranty requirements as required in GC contract. All MHUs required to be HUD Compliant for the applicable thermal and wind zones and furnished with all appliances including central HVAC (mini-splits not allowed), refrigerator, stove/oven, dishwasher, water heater.						
	Price	Price	Price	Price	Price	Price
	Singlewide MHU	Singlewide MHU	Singlewide MHU	Doublewide MHU	Doublewide MHU	Doublewide MHU
	2 Bedroom / 2 Bathroom	3 Bedroom / 2 Bathroom	4 Bedroom / 2 Bathroom	2 Bedroom / 2 Bathroom	3 Bedroom / 2 Bathroom	4 Bedroom / 2 Bathroom
Price Per Square Foot	\$ 152.74	\$ 141.59	\$ 141.33	\$ 148.30	\$ 138.79	\$ 130.18
Price per Square Foot Wheelchair Friendly Unit	\$ 164.60	\$ 150.12	\$ 149.76	\$ 155.90	\$ 144.97	\$ 135.48

### Reconstruction Base Plan Costs; 2 Bedroom / 2 Bathroom

All construction must be completed with radon resistant construction techniques and the pricing includes GC provided post construction radon testing results indicating that the radon levels in the home are below federal, state, or local action levels.

	2 Bedroom / 2 Bathroom
Site Work	\$ 11,294.44
Foundation - Slab on Grade	\$ 24,575.02
Plumbing	\$ 20,251.91
Electrical	\$ 16,736.99
Framing	\$ 43,764.92
Doors & Windows	\$ 12,046.30
Insulation	\$ 7,124.78
Exterior Surface	\$ 15,345.43
Interior Surface	\$ 11,870.78
Mechanical	\$ 17,975.12
Finish Carpentry	\$ 8,158.73
Cabinets	\$ 10,644.86
Appliances	\$ 6,446.18
Flooring	\$ 9,200.19
Paint	\$ 9,453.32
Roofing	\$ 11,318.63
Finish Details	\$ 7,264.68
Miscellaneous	\$ 10,676.57
<b>Total Price</b>	<b>\$ 254,148.85</b>
<b>Design Square Footage (Conditioned Space) on Selected House Plans</b>	<b>1184</b>
<b>Price Per Square Foot (Conditioned Space)</b>	<b>\$ 214.65</b>
Price Per Square Foot Slab Foundation	\$ 214.65
Price Per Square Foot Pier and Beam Foundation	\$ 228.36
Price Per Square Foot Stem Wall Foundation	\$ 226.99
Price Per Square Foot Timber Pile Foundation up to 4' above grade	\$ 234.54
Price Per Square Foot Timber Pile Foundation from 4.1' to 8' above grade	\$ 244.87

### Reconstruction Base Plan Costs; 3 Bedroom / 2 Bathroom

All construction must be completed with radon resistant construction techniques and the pricing includes GC provided post construction radon testing results indicating that the radon levels in the home are below federal, state, or local action levels.

	3 Bedroom / 2 Bathroom
Site Work	\$ 14,302.39
Foundation - Slab on Grade	\$ 29,626.24
Plumbing	\$ 22,249.78
Electrical	\$ 19,036.13
Framing	\$ 51,466.79
Doors & Windows	\$ 14,133.71
Insulation	\$ 8,546.72
Exterior Surface	\$ 18,789.45
Interior Surface	\$ 14,268.18
Mechanical	\$ 19,724.03
Finish Carpentry	\$ 9,866.08
Cabinets	\$ 12,541.91
Appliances	\$ 6,949.16
Flooring	\$ 11,316.75
Paint	\$ 11,353.58
Roofing	\$ 13,094.69
Finish Details	\$ 8,984.19
Miscellaneous	\$ 12,846.16
<b>Total Price</b>	<b>\$ 299,095.94</b>
<b>Design Square Footage (Conditioned Space) on Selected House Plans</b>	<b>1450</b>
<b>Price Per Square Foot (Conditioned Space)</b>	<b>\$ 206.27</b>
Price Per Square Foot Slab Foundation	\$ 206.27
Price Per Square Foot Pier and Beam Foundation	\$ 218.76
Price Per Square Foot Stem Wall Foundation	\$ 217.01
Price Per Square Foot Timber Pile Foundation up to 4' above grade	\$ 222.72
Price Per Square Foot Timber Pile Foundation from 4.1' to 8' above grade	\$ 232.30

### Reconstruction Base Plan Costs; 4 Bedroom / 2 Bathroom

All construction must be completed with radon resistant construction techniques and the pricing includes GC provided post construction radon testing results indicating that the radon levels in the home are below federal, state, or local action levels.

	4 Bedroom / 2 Bathroom
Site Work	\$ 16,010.69
Foundation - Slab on Grade	\$ 32,696.92
Plumbing	\$ 23,435.96
Electrical	\$ 21,006.80
Framing	\$ 56,417.16
Doors & Windows	\$ 15,409.87
Insulation	\$ 9,622.79
Exterior Surface	\$ 20,861.24
Interior Surface	\$ 16,128.12
Mechanical	\$ 21,114.59
Finish Carpentry	\$ 11,029.63
Cabinets	\$ 13,403.06
Appliances	\$ 7,320.15
Flooring	\$ 12,671.02
Paint	\$ 12,548.74
Roofing	\$ 14,480.24
Finish Details	\$ 9,828.19
Miscellaneous	\$ 13,826.97
<b>Total Price</b>	<b>\$ 327,812.14</b>
<b>Design Square Footage (Conditioned Space) on Selected House Plans</b>	<b>1645</b>
<b>Price Per Square Foot (Conditioned Space)</b>	<b>\$ 199.28</b>
Price Per Square Foot Slab Foundation	\$ 199.28
Price Per Square Foot Pier and Beam Foundation	\$ 210.62
Price Per Square Foot Stem Wall Foundation	\$ 210.00
Price Per Square Foot Timber Pile Foundation up to 4' above grade	\$ 225.75
Price Per Square Foot Timber Pile Foundation from 4.1' to 8' above grade	\$ 223.45

### Reconstruction Site-Specific Unit Cost Pricing

All construction must be completed with radon resistant construction techniques and the pricing includes GC provided post construction radon testing results indicating that the radon levels in the home are below federal, state, or local action levels.

Demolition:	Price
Addition to MHU (100 - 500 SF)	\$ 6,833.93
Addition to MHU (> 500 SF)	\$ 7,902.74
House Demolition (up to 1000 SF under roof)	\$ 10,650.47
House Demolition (1000 - 1500 SF under roof)	\$ 14,966.79
House Demolition (1500 - 2000 SF under roof)	\$ 18,731.50
House Demolition (2000 - 2500 SF under roof)	\$ 21,618.36
House Demolition (2500 - 3000 SF under roof)	\$ 25,662.76
House Demolition (> 3000 SF under roof)	\$ 31,660.47
Shed or Carport (10-200 SF)	\$ 1,341.21
Shed or Carport (201 - 400 SF)	\$ 2,569.33
Shed or Carport (401 - 600 SF)	\$ 3,589.72
Shed or Carport (601 - 800 SF)	\$ 4,592.18
Shed or Carport (801 - 1000 SF)	\$ 5,761.41
Concrete Flatwork (10-200 SF)	\$ 1,383.95
Concrete Flatwork (201 - 400 SF)	\$ 2,522.80
Concrete Flatwork (401 - 600 SF)	\$ 3,736.59
Concrete Flatwork (601 - 800 SF)	\$ 4,720.37
Concrete Flatwork (801 - 1000 SF)	\$ 5,925.87
Concrete Flatwork (1001 - 1500 SF)	\$ 8,841.97
Concrete Flatwork (1501 - 2000 SF)	\$ 11,082.09
Concrete Flatwork (2001 - 2500 SF)	\$ 13,907.34
Wooden Deck (10-200 SF)	\$ 1,250.53
Wooden Deck (201 - 400 SF)	\$ 2,401.44
Wooden Deck (401 - 600 SF)	\$ 3,469.77
Wooden Deck (601 - 800 SF)	\$ 4,644.09
Wooden Deck (801 - 1000 SF)	\$ 5,663.49
Wooden Deck (1001 - 1500 SF)	\$ 7,687.84
Wooden Deck (1501 - 2000 SF)	\$ 10,111.84
Wooden Deck (2001 - 2500 SF)	\$ 11,559.73

Accessibility Accommodations	
RA-1 Tub/Shower with Blocking & Grab Bar	\$ 1,644.76
RA-2 Tub/Shower with Blocking, Grab Bars, Fold-up Seat, Shower Wand	\$ 3,101.88
RA-3 Roll In Shower with Grab Bars, Fold-up Seat, Shower Wand	\$ 3,983.21
Wooden Ramp (0-4' above grade) including no step entrance	\$ 8,685.53
Wooden Ramp (4' - 8' above grade) including no step entrance	\$ 14,773.49
Exterior Platform Lift (4' - 8' above grade) - inclusive of pad, framing, electrical*	\$ 20,494.56
Exterior Platform Lift (8' - 12' above grade) - inclusive of pad, framing, electrical*	\$ 26,134.27
Accessible Kitchen (appliances with knobs in front, roll under sink)	\$ 2,779.19
Hearing Impaired (strobe smoke detectors)	\$ 624.15
Utilities	
Complete Septic System Replacement	\$ 17,755.44
Septic Drain Field Replacment	\$ 9,881.37
Decommission Septic System	\$ 3,620.42
Water Well Pump Replacement	\$ 4,433.08
Water Well Replacement (up to 100 feet below ground surface)**	\$ 12,071.66
Water Well Replacement (101 - 150 feet below ground surface)**	\$ 13,170.40
Water Well Replacement (151 - 200 feet below ground surface)**	\$ 14,412.29
Water Well Replacement (201 - 250 feet below ground surface)**	\$ 15,208.93
Water Well Replacement (251 - 300 feet below ground surface)**	\$ 17,366.23
Water Well Replacement (301 - 350 feet below ground surface)**	\$ 18,665.97
Water Well Replacement (351 - 400 feet below ground surface)**	\$ 20,182.93
Water Well Replacement (401 - 450 feet below ground surface)**	\$ 22,583.54
Water Well Replacement (451 - 500 feet below ground surface)**	\$ 24,604.44
Decommission Water Well	\$ 2,381.45
Flatwork	
Flatwork Installed (50-100 SF)	\$ 1,352.84
Flatwork Installed (101 - 200 SF)	\$ 2,441.99
Flatwork Installed (201 - 300 SF)	\$ 3,587.18
Flatwork Installed (301 - 400 SF)	\$ 4,675.15
Flatwork Installed (401 - 500 SF)	\$ 5,822.76
Flatwork Installed (501 - 600 SF)	\$ 6,958.71
Flatwork Installed (601 - 700 SF)	\$ 8,090.77
Flatwork Installed (701 - 800 SF)	\$ 9,173.97
Flatwork Installed (801 - 900 SF)	\$ 10,552.94
Flatwork Installed (901 - 1000 SF)	\$ 11,627.28
Flatwork Installed (1001 - 1500 SF)	\$ 15,753.34
Flatwork Installed (1501 - 2000 SF)	\$ 20,634.68

Other Site-Specific Costs	
Site Survey (set backs and structure location)	\$ 2,067.05
Elevation Survey (confirm base flood elevation and final elevation)	\$ 1,424.48
Garage (per SF)	\$ 101.06
Sod (per pallet installed)	\$ 654.53
Tree Trimming (per tree)	\$ 695.65
Stump Grinding (per stump)	\$ 702.68
Stump Removal	\$ 1,220.09
New Water Tap	\$ 3,302.19
New Sewer Tap	\$ 3,743.31
Underground electric (per linear foot)	\$ 65.24
Stairs for elevated home (3.1' - 6' above grade)	\$ 2,300.38
Stairs for elevated home (6.1' - 9' above grade)	\$ 3,470.05
Stairs for elevated home (9.1' - 12' above grade)	\$ 4,792.18
Tree removal (2" - 10" diameter)	\$ 806.50
Tree removal (11" - 15" diameter)	\$ 1,360.38
Tree removal (16" - 20" diameter)	\$ 1,832.06
Tree removal (21" - 25" diameter)	\$ 2,484.60
Tree removal (26" - 30" diameter)	\$ 3,065.34
Tree removal (31" - 36" diameter)	\$ 3,866.61
Concrete Culvert (12")	\$ 1,703.15
Concrete Culvert (15")	\$ 1,900.65
Concrete Culvert (16")	\$ 2,085.62
Concrete Culvert (18")	\$ 2,239.60
Concrete Culvert (20")	\$ 2,602.33
Concrete Culvert (24")	\$ 3,037.21
Fill Dirt (5 -15 CY)	\$ 658.90
Fill Dirt (16 - 25 CY)	\$ 1,104.24
Fill Dirt (26 - 35 CY)	\$ 1,442.22
Fill Dirt (36 - 45 CY)	\$ 1,857.20
Fill Dirt (46 - 60 CY)	\$ 2,419.18
Fill Dirt (61 - 80 CY)	\$ 2,977.30
Caliche or Crushed Concrete (5 -15 CY)	\$ 1,104.75
Caliche or Crushed Concrete (16 - 25 CY)	\$ 1,703.44
Caliche or Crushed Concrete (26 - 35 CY)	\$ 2,309.56
Caliche or Crushed Concrete (36 - 45 CY)	\$ 2,902.60

\* Exterior platform lift price includes purchase of a 1 year maintenance package after installation of the lift.

\*\* Water well replacement to include min 1 HP pump and steel casing.

Demolition - Only Site-Specific Unit Cost Pricing	
Demolition	Price
House Demolition (up to 1000 SF under roof)	\$ 11,098.13
House Demolition (1000 - 1500 SF under roof)	\$ 15,521.23
House Demolition (1500 - 2000 SF under roof)	\$ 19,356.99
House Demolition (2000 - 2500 SF under roof)	\$ 22,288.23
House Demolition (2500 - 3000 SF under roof)	\$ 26,494.61
House Demolition (> 3000 SF under roof)	\$ 32,402.10
Shed or Carport (10-200 SF)	\$ 1,365.76
Shed or Carport (201 - 400 SF)	\$ 2,611.36
Shed or Carport (401 - 600 SF)	\$ 3,654.24
Shed or Carport (601 - 800 SF)	\$ 4,663.11
Shed or Carport (801 - 1000 SF)	\$ 5,872.95
Concrete Flatwork (10-200 SF)	\$ 1,393.34
Concrete Flatwork (201 - 400 SF)	\$ 2,517.89
Concrete Flatwork (401 - 600 SF)	\$ 3,724.21
Concrete Flatwork (601 - 800 SF)	\$ 4,695.10
Concrete Flatwork (801 - 1000 SF)	\$ 5,877.99
Concrete Flatwork (1001 - 1500 SF)	\$ 8,820.10
Concrete Flatwork (1501 - 2000 SF)	\$ 11,066.78
Concrete Flatwork (2001 - 2500 SF)	\$ 13,920.40
Wooden Deck (10-200 SF)	\$ 1,274.59
Wooden Deck (201 - 400 SF)	\$ 2,423.20
Wooden Deck (401 - 600 SF)	\$ 3,519.21
Wooden Deck (601 - 800 SF)	\$ 4,699.65
Wooden Deck (801 - 1000 SF)	\$ 5,733.88
Wooden Deck (1001 - 1500 SF)	\$ 7,763.46
Wooden Deck (1501 - 2000 SF)	\$ 10,102.15
Wooden Deck (2001 - 2500 SF)	\$ 12,096.73
<b>Utilities</b>	
Decommission Septic System	\$ 3,561.58
Decommission Water Well	\$ 2,643.82

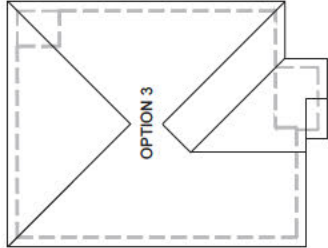
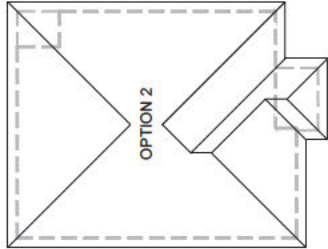
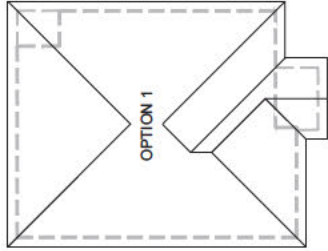
Other Site-Specific Costs	
Sod (per pallet installed)	\$ 654.76
Tree Trimming (per tree)	\$ 704.03
Stump Grinding (per stump)	\$ 715.21
Stump Removal	\$ 1,237.84
Tree Removal (2" - 10" diameter)	\$ 828.37
Tree Removal (11" - 15" diameter)	\$ 1,381.02
Tree Removal (16" - 20" diameter)	\$ 1,895.20
Tree Removal (21" - 25" diameter)	\$ 2,539.86
Tree Removal (26" - 30" diameter)	\$ 3,132.03
Tree Removal (31" - 36" diameter)	\$ 3,812.32
Fill Dirt (5 -15 CY)	\$ 665.44
Fill Dirt (16 - 25 CY)	\$ 1,114.62
Fill Dirt (26 - 35 CY)	\$ 1,453.76
Fill Dirt (36 - 45 CY)	\$ 1,874.04
Fill Dirt (46 - 60 CY)	\$ 2,443.31
Fill Dirt (61 - 80 CY)	\$ 2,997.93

# House Plan Sets

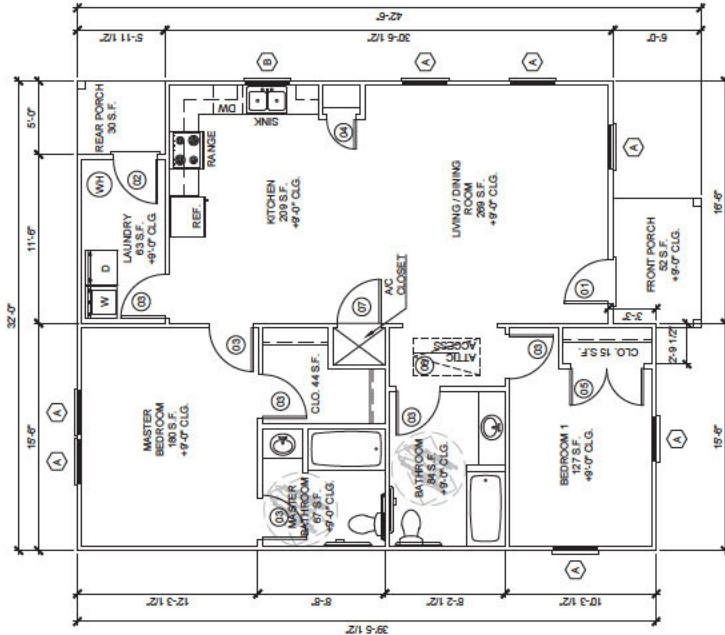
SQUARE FOOTAGE CALCULATIONS		
LOCATION	SQUARE FOOTAGE	REMARKS
FLOOR PLAN	1,184 SQFT	
FRONT PORCH	82 SQFT	
REAR PORCH	30 SQFT	

DOOR SCHEDULE		
MARK	QTY	DESCRIPTIONS
1	1	3'0" X 6'8" EXTERIOR WITH PREHOLE
2	1	3'0" X 6'8" EXTERIOR
3	6	3'0" X 6'8" INTERIOR
4	1	2'0" X 6'8" INTERIOR
5	1	(2) 2'0" X 6'8" DOUBLE DOORS
6	1	3'0" X 5'4" ATTIC ACCESS 350 POUND LADDER RATING
7	1	SELF CLOSING WITH A PREHOLE (VENTED)

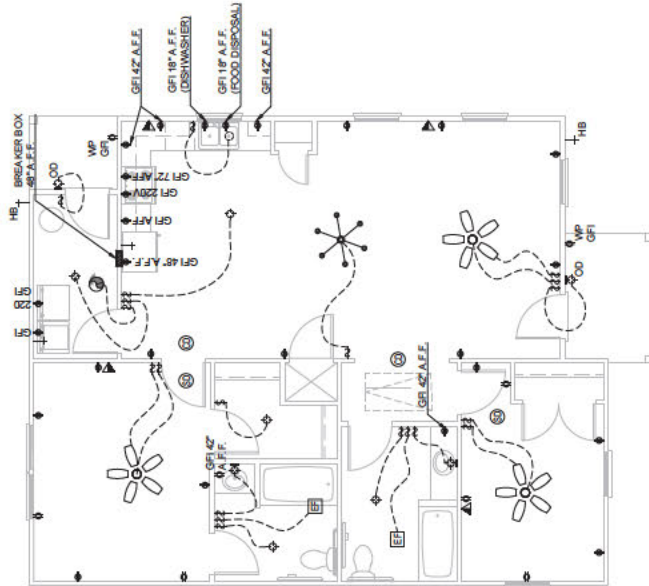
WINDOW SCHEDULE		
MARK	QTY	DESCRIPTIONS
A	7	3'0" X 5'0" SINGLE HUNG
B	1	3'0" X 3'0" SINGLE HUNG



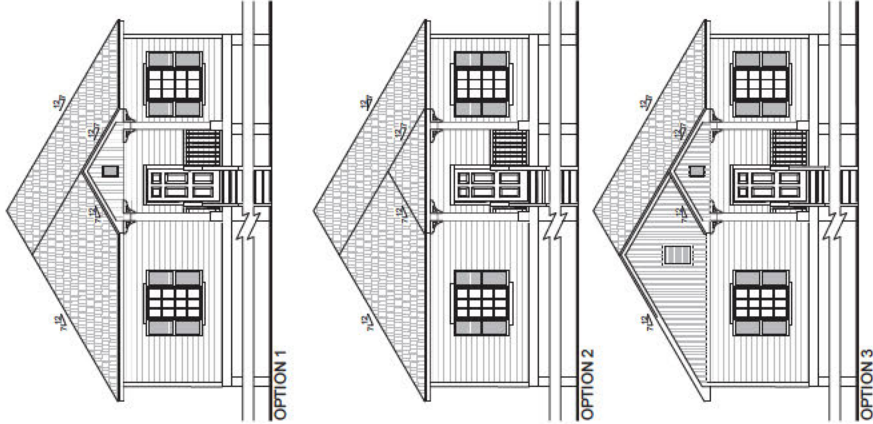
ROOF PLAN



FLOOR PLAN

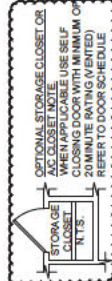


ELECTRICAL PLAN



FRONT ELEVATIONS (SIDING)

NOTE: ELEVATED HOMES TO BE CONSTRUCTED OUT OF WOOD FRAME CONSTRUCTION.

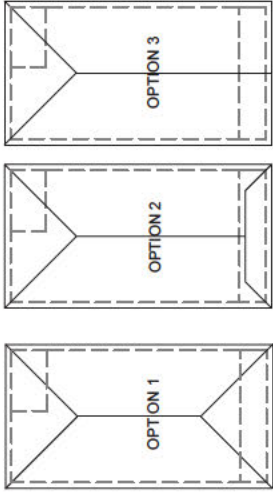


THIS HOUSE PLAN IS FOR THE SOLE PURPOSE AND USE FOR THE NORTH CAROLINA DIVISION OF COMMUNITY REHABILITATION CORP. AND THE HURRICANE HELPER PROGRAM. IT IS NOT TO BE REPRODUCED OR REPLICATED OR RECREATED FOR USE FOR SITE SPECIFIC RECONSTRUCTION PLAN SETS. THIS SPECIFIC DRAWING SHALL NOT BE USED FOR PERMITTING.

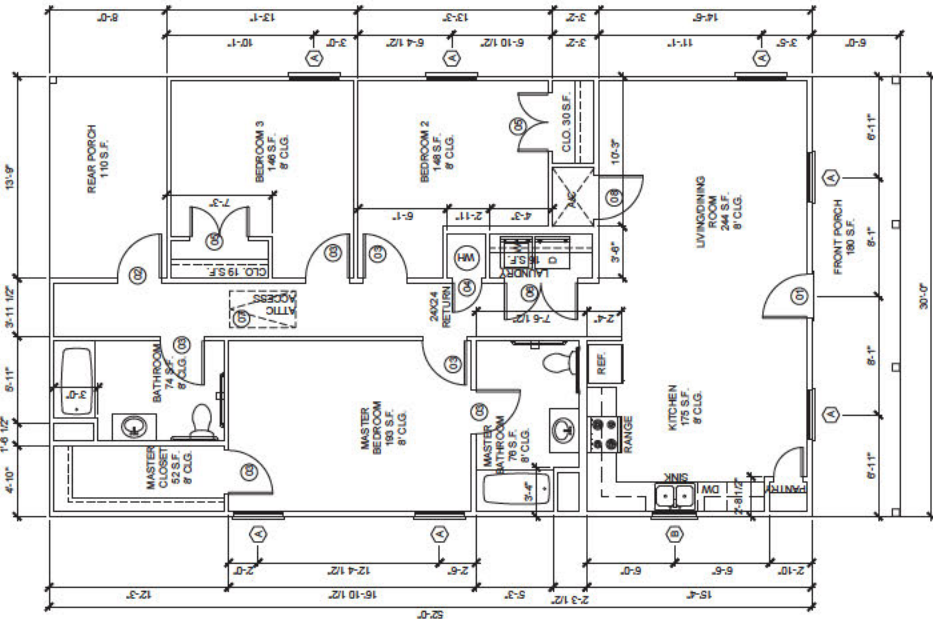
DOOR SCHEDULE			REMARKS
MARK	QTY	DESCRIPTIONS	REMARKS
01	1	3'-0" X 6'-0"	EXTERIOR WITH PEEPHOLE
02	1	3'-0" X 6'-0"	EXTERIOR
03	6	3'-0" X 6'-0"	INTERIOR
04	1	2'-0" X 6'-0"	INTERIOR VENTED WHEN GAS APPLIANCE
05	2	6'-0" X 6'-0"	DOUBLE DOORS
06	1	5'-0" X 6'-0"	DOUBLE DOORS
07	1	3'-0" X 5'-0"	350 POUND LADDER RATING
08	1	2'-4" X 6'-0"	VENTED

SQUARE FOOTAGE CALCULATIONS			REMARKS
LOCATION	SQUARE FOOTAGE		REMARKS
FLOOR PLAN	1,490 S.F.		
FRONT PORCH	180 S.F.		
REAR PORCH	110 S.F.		

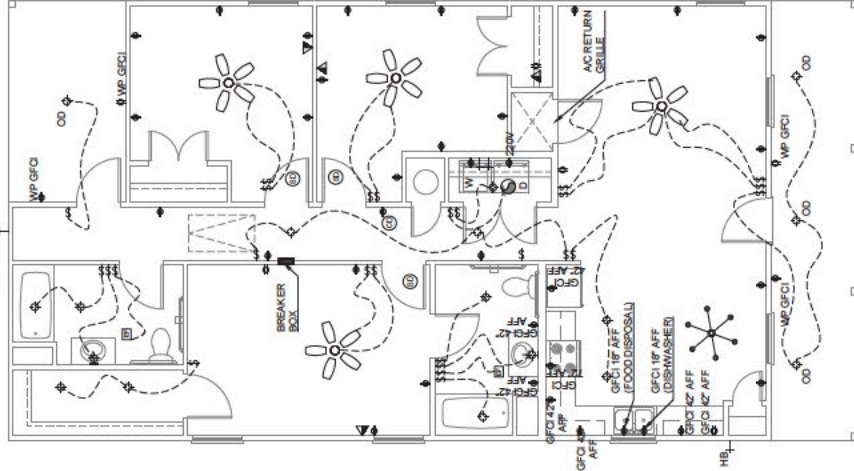
WINDOW SCHEDULE			REMARKS
MARK	QTY	DESCRIPTIONS	REMARKS
A	7	3'-4" X 5'-0"	SINGLE HUNG
B	1	3'-0" X 3'-0"	SINGLE HUNG



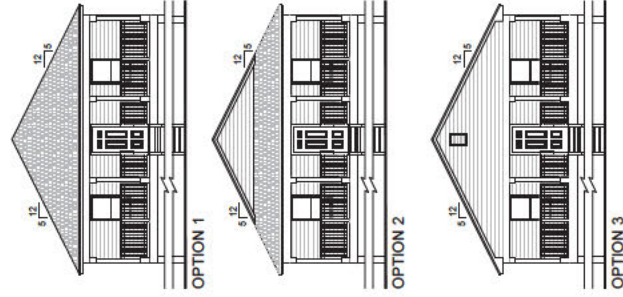
ROOF PLAN



FLOOR PLAN

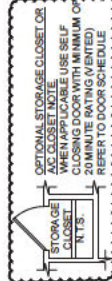


ELECTRICAL PLAN



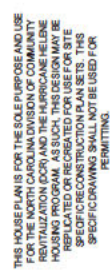
EXTERIOR ELEVATIONS (SIDING)

NOTE: ELEVATED HOMES TO BE CONSTRUCTED OUT OF WOOD FRAME CONSTRUCTION.



OPTIONAL STORAGE CLOSET OR  
STORAGE CLOSET WITH  
CLOSING DOOR WITH MINIMUM OF  
20 MINUTE RATING (VENTED)  
REFER TO DOOR SCHEDULE

THIS HOUSE PLAN IS FOR THE SOLE PURPOSE AND USE  
FOR THE NORTH CAROLINA DIVISION OF COMMUNITY  
REHABILITATION CORP. AND THE HURRICANE HELPER  
PROGRAM. IT IS NOT TO BE REPRODUCED, COPIED,  
REPLICATED OR RECREATED FOR USE FOR SITE  
SPECIFIC RECONSTRUCTION PLAN SETS. THIS  
SPECIFIC DRAWING SHALL NOT BE USED FOR  
PERMITTING.





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## NORTH CAROLINA DEPARTMENT OF COMMERCE

Residential Demolition,  
Reconstruction, Rehabilitation,  
and Manufactured Housing Unit  
Replacement for Hurricane  
impacted Counties

RFP #Doc1539254856



NORTH CAROLINA  
DEPARTMENT of  
COMMERCE



409.203.4075



1400 US Highway 258, Tarboro, NC  
27886



info@byrdsonservices.com

## Table of Contents

7.1	Vendor Information	1
7.2	Company Narrative	3
7.3	Company Profile	9
7.4	Key Staffing Profile	12
7.5	References	15
7.6	Litigation History	16
7.7	Conflicts of Interest	17
7.8	Annual Report Statement	17
7.9	Safety Information	17
7.10	Quality Control Program	18
7.11	Cost Control Program	19
7.12	Warranty Program	19
7.13	Reconstruction Plan Sets	20
	EMR Letter	21
	Certificate of Insurance	22
	Resumes	24
	Bond Letter	46
	Bank Letter	47
	Safety Manual	48
	Quality Control Manual	55
	Cost Control Manual	61
	License & Certificates	68
	Financials	69
	North Carolina RFP	126



## 7.1 Vendor Information

Byrdson Services is a premier prime contractor with over two decades of extensive, proven expertise managing all phases of disaster recovery construction across the Nation. **We have been directly involved in North Carolina; Acquisition, Demolition, and Elevation Program, the North Carolina Office of Recovery and Resiliency (NCORR) Program, and multiple projects across Columbus County since 2022.**

Our proven ability to manage, coordinate, and deliver complex, multi-disciplinary projects in strict compliance with HUD CDBG-DR, FEMA, NCORR, and local regulatory guidelines positions us as a trusted leader from assignment through project closeout.

We specialize in executing challenging construction projects across Western North Carolina's mountainous regions, steep-slope terrains, narrow rural access corridors, and scattered-lot developments. Our experienced team expertly navigates the unique topographical, permitting, environmental, and logistical complexities that define these communities — a capability honed through years of success in disaster recovery programs across multiple states, including North Carolina, Alabama, Florida, Texas, and Puerto Rico. This national experience enables us to consistently maintain aggressive delivery schedules while upholding the highest standards of compliance, construction quality, and homeowner satisfaction.

### **Licensing & Registration: Byrdson Services is fully licensed to operate across North Carolina:**

- ★ General Contracting Unlimited Residential License Number: 99400 (NC)
- ★ Manufactured Housing Dealer License Number: 50181
- ★ City of Goldsboro Business Registration Number: BR-24179-2024
- ★ Registered Housing Specialist Certification
- ★ United States Environmental Protection Agency - Lead-Safe Certified Firm

### **Our Demonstrated Capabilities Include:**

#### ◆ **Extensive Disaster Recovery Experience**

Byrdson Services offers a distinguished record of performance in the execution of federally funded disaster recovery and housing programs. Our team has successfully managed complex, multi-county initiatives under the North Carolina Office of Recovery and Resiliency (NCORR) Program, delivering reconstruction and rehabilitation services across both urban and rural regions. We have completed hundreds of homes in the Acquisition, Demolition, and Elevation projects for North Carolina Emergency Management, navigating environmental compliance, floodplain management, and relocation coordination with precision. In Columbus County, North Carolina, Byrdson Services served as Grant Administrator, overseeing the full cycle of housing recovery efforts under CDBG-DR funding.

Beyond North Carolina, we have delivered high-volume CDBG-DR programs across Alabama, Florida, Texas, and Puerto Rico. Our experience encompasses scattered-site construction management, elevation of flood-prone structures, demolition of substantially damaged properties, and full reconstruction of single-family homes. We have consistently met or exceeded program timelines, maintaining build durations as short as 28 days for manufactured home installations and 90–110 days for full reconstructions. Byrdson's extensive disaster recovery experience underscores our capacity to mobilize quickly, manage complex regulatory requirements, and deliver resilient housing solutions with a strong focus on quality, compliance, and homeowner satisfaction.

◆ **Full Lifecycle Construction Management**

Byrdson oversees all project phases including environmental clearance, permitting, demolition, elevation, utility coordination, construction, final inspections, and closeout certifications. We integrate site-specific safety planning, Davis-Bacon compliance, Section 3 participation, and HUD Section 504 accessibility modifications across all assignments.

◆ **Terrain and Site Adaptability Expertise**

Successfully executed complex work in mountainous terrains, floodplains, coastal zones, and remote rural communities. Byrdson specializes in challenging access logistics, elevation in high-risk flood areas, historic structure compliance, and ADA modifications.

◆ **Demonstrated Multi-State, Multi-County Performance**

Byrdson Services has successfully delivered full-scope residential construction, demolition, elevation, and reconstruction projects across multiple counties and states under federally funded programs. In North Carolina, we completed assignments in Columbus, Beaufort, Hyde, Pamlico, Edgecombe, Transylvania, Washington, and additional counties, consistently meeting aggressive delivery schedules while maintaining strict compliance with HUD, FEMA, NFIP, and all applicable local building codes.

In Texas, under the Texas General Land Office (GLO) Disaster Recovery Programs, we executed residential reconstruction projects across scattered sites, demonstrating expertise in managing complex logistics, grant compliance, and homeowner coordination. In Florida and Puerto Rico, we managed scattered lot construction for disaster recovery programs, consistently delivering resilient, code-compliant housing solutions under tight timelines and regulatory scrutiny. Our proven multi-state performance reinforces Byrdson's ability to scale operations, maintain program compliance, and deliver quality construction outcomes across diverse regulatory environments.

◆ **Robust Compliance and Reporting Systems**

We maintain audit-ready documentation for certified payroll, Section 3 tracking, environmental clearances, milestone inspections, and closeout deliverables. Byrdson has a track record of passing all HUD and state audits without findings.

◆ **Proven High-Volume Capacity**

Byrdson Services leverages an \$80 million bonding capacity, a highly credentialed field leadership team, and a dynamic network of pre-qualified subcontractors to manage multiple large-scale construction projects simultaneously across Western North Carolina. Our infrastructure is built for scalability, ensuring consistent delivery of compliant, high-quality, and schedule-driven results across all active projects, regardless of size or complexity.

◆ **Localized Applicant Services**

Byrdson maintains field offices and staffing hubs near Western NC recovery areas, ensuring face-to-face applicant meetings, rapid mobilization, daily site inspections, milestone verifications, and warranty management per DCR expectations.

◆ **Award-Winning Past Performance**

Byrdson Services has earned national recognition from Emergency Management officials for excellence in delivering disaster recovery projects under federally funded Acquisition, Demolition, and Elevation Programs. With successful project execution across multiple counties in North Carolina and beyond, Byrdson Services has demonstrated consistent leadership, regulatory compliance, and operational excellence in supporting community resilience and rebuilding efforts. Our proven track record reinforces our position as a trusted partner for large-scale, complex recovery initiatives nationwide. Our excellence in quality, safety, and program compliance is evidenced by past performance references available in Section 7.5.

◆ **Rapid Mobilization and High-Volume Capacity**

We are structured to rapidly mobilize dedicated crews, equipment, and subcontractors across a broad geographic area, supporting high-volume delivery models critical for the IDIQ framework outlined in the North Carolina RFP.

◆ **Dedicated In-House Leadership, Field Management, and Advanced Project Tracking**

Byrdson Services delivers full project control through an in-house team of experienced Program Managers, Site Superintendents, Quality Control Inspectors, and Environmental Compliance Officers. Supported by advanced construction management software, our teams ensure rigorous quality oversight, real-time communication, schedule adherence, and full regulatory compliance. Byrdson's expertise in federal, state, and local disaster recovery programs enables seamless integration of requirements such as Davis-Bacon compliance, Section 3 participation, and HUD environmental standards, while our technology provides 24/7 project tracking, documentation, and homeowner communication.

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## 7.2 Company Narrative

Byrdson Services is a highly experienced, HUD-compliant residential construction firm with a deep foundation of regulatory excellence and an extensive track record of successfully delivering large-scale, federally funded housing recovery initiatives across diverse and challenging environments with precision, speed, and proven results.

Our team has successfully delivered reconstruction, rehabilitation, demolition, and manufactured housing unit (MHU) replacement services under CDBG-DR programs across multiple states, including North Carolina, Alabama, Florida, Louisiana, Texas, and Puerto Rico. Our portfolio includes over \$100 million in completed disaster recovery projects, positioning Byrdson Services as a trusted prime contractor capable of scaling high-volume assignments with precision, compliance, and speed. Byrdson Services has earned recognition as the premier contractor across multiple North Carolina disaster recovery programs, consistently leading projects from assignment through completion with unmatched operational excellence, regulatory compliance, and homeowner satisfaction. Our leadership across the North Carolina Office of Recovery and Resiliency (NCORR) Program, Acquisition and Demolition Programs, Residential Elevation Programs, and county-administered recovery initiatives has firmly established Byrdson as a top-tier partner for state-led housing resilience efforts.

Our success is nationally recognized. **Byrdson Services was ranked the #1 contractor under the Alabama Community Development Block Grant (CDBG) Program**, outperforming competitors in quality, compliance, and project delivery. This ranking was based on the program's formal contractor evaluation matrix, which measures performance across critical areas, including on-time project completion, regulatory compliance (2 CFR 200, Davis-Bacon Act, Section 3), quality assurance and quality control (QA/QC), homeowner satisfaction, OSHA safety compliance, responsiveness, and successful grant closeout. Byrdson achieved the highest scores across all evaluation categories, reinforcing our proven ability to lead large-scale, complex projects under tight timelines and strict HUD standards while maintaining the highest levels of operational excellence.

Byrdson Services has been **recognized by Emergency Management officials** for the outstanding performance and successful completion of disaster recovery projects across multiple counties in **North Carolina Acquisition and Demolition and Elevation Program**.

### **Key Strengths & Qualifications:**

#### ◆ **Extensive CDBG-DR Experience**

Byrdson Services brings over two decades of proven experience, successfully delivering thousands of housing units under disaster recovery programs administered by HUD and state agencies. Our team consistently meets and exceeds compliance standards, including Davis-Bacon Act requirements, Section 3 and Section 504 regulations, certified payroll reporting, environmental mitigation protocols, and mandates for lead and asbestos remediation, as well as local workforce hiring initiatives.

#### ◆ **Execution Across Diverse North Carolina Terrains**

Byrdson has demonstrated repeatable success operating in mountainous, coastal, flood-prone, and urban regions of North Carolina. Our specialized experience with elevation, pier-and-beam foundations, modular installations, site-specific geotechnical evaluations for slope stabilization, and terrain-specific permitting allows us to execute complex scopes while adapting to local topographical challenges. Byrdson enforces strict job site safety protocols, including steep-slope work plans, site-specific hazard analyses, fall protection systems, and environmental hazard mitigation measures to protect field personnel and subcontractors. **See Safety Manual**

Byrdson Services consistently meets aggressive delivery timelines:

- **Reconstruction:** Completed in ≤150 days
- **MHU replacements:** Completed in ≤60 days
- **Rehabilitation:** Completed in ≤30–120 days (based on project size)
- **Demolition:** Completed in ≤30 days

Our operational model is fully aligned with North Carolina's Notice-to-Proceed sequencing, LMI prioritization, and ADA accessibility modification requirements.

### **Competitive Advantages:**

#### ◆ **In-House Design & Construction**

Byrdson maintains a portfolio of pre-engineered, ADA-compliant 2, 3, and 4 bedroom reconstruction plan sets tailored to HUD and North Carolina building standards, minimizing redesigns and expediting permitting processes.

#### ◆ **Turnkey Project Management:**

Our internal team structure includes licensed architects, engineers, certified accessibility inspectors, and veteran site supervisors. We utilize cloud-based scheduling and quality control systems for real-time performance monitoring, budget tracking, and safety management.

#### ◆ **Capacity and Financial Strength**

Byrdson Services maintains an \$80 million bonding capacity, supported by strong financial solvency and an extensive subcontractor and supplier network throughout North Carolina, enabling the management of multiple concurrent projects across broad geographic areas. Our financial strength is further reinforced by a secured \$15 million line of credit, ensuring immediate access to resources necessary for the efficient and timely execution of projects. In addition, Byrdson Services accommodates bond riders as needed to reflect change orders and bond value adjustments upon project completion, ensuring full compliance with program requirements and contractual obligations.

### ◆ **Regulatory Compliance Excellence**

Byrdson maintains comprehensive audit-ready documentation in full compliance with HUD CDBG-DR regulations, CFR 200 standards, North Carolina Building Code, and HUD Housing Quality Standards (HQS).

### ◆ **Operational Excellence Through Advanced Construction Management Platforms**

We have an advanced fully integrated, cloud-based construction management system specifically engineered to support large-scale, scattered-site disaster recovery programs. Our platform enables comprehensive tracking of all project activities, including real-time scheduling, milestone management, subcontractor performance monitoring, and geospatial weather tracking to proactively address potential delays. Each site is equipped with 24/7 surveillance cameras to ensure security and continuous visual documentation throughout the construction process. The system captures and archives daily job logs, inspection reports, photographic progress documentation, and all homeowner communications in a centralized portal, ensuring full transparency and compliance with program reporting requirements. This technology-driven approach allows Byrdson to maintain operational continuity across dispersed project sites, mitigate risks, ensure schedule adherence, and deliver projects with the consistency, quality, and accountability expected under federally funded housing recovery initiatives.

### ◆ **Past Performance Highlights**

Byrdson Services brings vast experience and unmatched expertise in delivering federally funded housing recovery projects under multiple awarded contracts across North Carolina, Alabama, Florida, Louisiana, Texas, and Puerto Rico. Our team has successfully executed complex projects involving steep-slope construction, reconstruction, elevation, acquisition, demolition, rehabilitation, and manufactured housing unit (MHU) replacement projects under the most rigorous HUD, FEMA, and state-administered CDBG-DR programs.

Our proven track record of successfully managing scattered-site construction under major disaster recovery initiatives such as the North Carolina Office of Recovery and Resiliency (NCORR) Acquisition, Demolition, and Elevation Programs across ten counties; the Grant Administrator role for Columbus County; the Alabama ADECA CDBG-DR Housing Recovery Program; the Texas General Land Office (GLO) Disaster Recovery Program, and the Florida CDBG-DR Hurricane Recovery Programs. Byrdson Services has also successfully delivered federally funded housing recovery projects in the mountainous terrains of Puerto Rico, overcoming extreme topographical challenges, remote access limitations, and environmental hazards.

We have **consistently faced and overcome complex logistical, environmental, and site access challenges through proactive problem-solving and innovative solutions**. For example, during a federally funded recovery project in Florida, our team successfully navigated extreme site constraints by floating a Manufactured Housing Unit (MHU) across remote, inaccessible terrain to reach a designated installation area. By engineering custom transport and staging solutions, we ensured that construction milestones were met without delay, demonstrating our ability to adapt, innovate, and deliver in even the most demanding environments.

### **Innovative Solutions in Complex Construction Environments**

#### ★ **Mountainous Terrain —North Carolina**

- **Problem:** Construction access to steep-slope residential lots in North Carolina was restricted by narrow, unstable rural roads.
- **Solution:** Engineered temporary access routes with environmental stabilization measures to

protect natural landscapes while allowing construction equipment to safely access the sites.

- **Result:** Completed elevation and rehabilitation projects without environmental violations or delays, ensuring compliance with HUD environmental standards.

★ **Severe Weather Impact — Texas Hurricane Recovery**

- **Problem:** Unexpected severe flooding during active elevation projects caused significant project site disruption.
- **Solution:** Implemented an emergency stabilization plan using rapid-deployment hydraulic supports, waterproofing, and real-time weather tracking integrated with project management systems.
- **Result:** Protected structures from additional damage, minimized schedule impacts, and earned commendations from local program administrators for proactive risk mitigation.

★ **Permitting Delays — Alabama CDBG-DR Program**

- **Problem:** Local permitting agencies experienced backlogs that threatened critical path construction schedules.
- **Solution:** Established a direct liaison team to coordinate daily with municipal offices, prepared pre-reviewed permit packages, and engaged third-party expeditors where allowed.
- **Result:** Secured accelerated permit approvals, kept projects on schedule and avoided penalties for missed milestones.

★ **Scattered Lot Coordination — Puerto Rico Reconstruction Program**

- **Problem:** Over 80 homes scattered across mountainous regions, each requiring separate material deliveries, subcontractor coordination, and environmental reviews.
- **Solution:** Deployed advanced construction management software with geolocation tagging, daily progress photo uploads, subcontractor tracking, and real-time homeowner communication logs.
- **Result:** Maintained synchronized field operations, achieved over 95% on-time completion rate, and ensured full compliance with HUD and FEMA reporting requirements.

★ **Historical Home Rehabilitation — Coastal North Carolina**

- **Problem:** Homes located within designated historical districts required specialized rehabilitation methods and historic preservation compliance.
- **Solution:** Partnered with certified historical preservation specialists to develop rehabilitation scopes that preserved architectural features while integrating modern flood mitigation measures.
- **Result:** Secured historic preservation approvals, maintained grant eligibility, and successfully completed projects in compliance with both FEMA and historic registry standards.

**We specialize in constructing and managing projects across a wide range of challenging environments, including:**

- |  |  |
|--|--|
| ➤ <b>Steep mountainous</b> regions prone to landslides and erosion,    | ➤ <b>Low-lying wetlands</b> with unstable soil conditions,             |
| ➤ <b>Coastal floodplains</b> vulnerable to hurricanes and storm surge, | ➤ <b>Densely populated</b> urban neighborhoods with restricted access, |

Widely dispersed scattered lots require extensive logistical coordination and resource management. Our team is uniquely skilled in adapting construction methods, project management strategies, and site-specific solutions to meet the demands of each terrain type and dispersed site layout.

**Our program references are listed in Section 7.5.**

## Program-Based Project Capacity

Program	Years Active	Project Types	Projects Completed	Avg. Build Time
State of North Carolina – Department of Public Safety, Office of Recovery and Resiliency (NCORR)	2020–Ongoing	Recon, & Rehab	34 Recon 9 Rehab	110 days 45 days
North Carolina – Emergency Management – Acquisition & Demolition and Elevation	2018–Ongoing	Demolition & Acquisition & Elevation	46 Demo 46 Acquisition 100 Elevations	30 days 30 days 120 days
Alabama ADECA – Disaster Recovery Program (CDBG)	2024–Ongoing	Recon & MHU	2 Recon 28 MHU	90 days 28 days
Texas – City of Houston – Housing Program (Winter Freeze) (CDBG)	2019–Ongoing	Recon & Rehab	31 Recon 12 Rehab	78 days 60 days
Texas General Land Office – Hurricane Harvey/Imelda (CDBG)	2018–Ongoing	Recon & Rehab	450 Recon 17 Rehab	95 days 52 days
Puerto Rico – R3 and MIT Housing Program (CDBG)	2023–Ongoing	Recon & Rehab	200 Recon Pre-Construction Phase	90 days 105 days
State of Florida – Disaster Recovery Program – Hurricane Michael/Irma (CDBG)	2021–Ongoing	Recon & Rehab	25 Recon 25 Rehab	106 days 60 days
East Texas Council of Government– DR Program	2011–Ongoing	Recon & Rehab	6 Recon 2 Rehab	84 days 52 days
New Jersey RREM – Sandy Recovery (CDBG)	2013–2018	Recon & Rehab	33 Recon 9 Rehab	75 days 106 days
City of Baytown – DR Program (CDBG)	2010–2012	Recon	8 Recon	101 days
Galveston County – Hurricane Ike (CDBG)	2009–2012	Recon & Rehab	91 Recon 32 Rehab	98 days 60 days
Texas – Hurricane Rita Program (CDBG)	2006–2009	Recon & Rehab	482 Recon 43 Rehab	96 days 48 days

\*\*\*Each of the renovation projects listed above involves a renovation value exceeding \$50,000\*\*

## **Program-Based Project Capacity Summary**

Byrdson Services brings extensive experience and a proven track record of managing and executing large-scale residential disaster recovery programs across multiple states and jurisdictions. Our firm has successfully delivered reconstruction, rehabilitation, elevation, demolition, acquisition, and manufactured home replacement projects under numerous federally funded programs, adhering strictly to HUD, FEMA, and CDBG-DR guidelines.

### **Key Highlights of our Capacity and Past Performance Include:**

**Annual Project Completion:** Byrdson Services has completed between 30 and 150 units annually within individual programs, with the ability to rapidly adapt to program size, funding cycles, and evolving operational needs. Larger cumulative totals, such as 450 units, have been achieved over multi-year program periods.

**Concurrent Project Management:** Our team has successfully managed between 10 and 50 active projects simultaneously within a single program, demonstrating our ability to efficiently scale operations while maintaining consistent quality and compliance across diverse geographic and regulatory environments.

**Average Construction Duration:** We consistently achieve competitive build times, averaging 90 to 110 days for reconstruction projects, 60 to 120 days for rehabilitation and elevation activities, 30 days for demolition work, and 28 days for manufactured home unit (MHU) installations, outperforming typical industry standards in disaster recovery housing programs.

### **Representative Program Experience:**

**State of North Carolina – NCORR Program (2020–Ongoing):** Completed 34 Reconstructions and 9 Rehabilitations; average build time of 110 days (Recon), 45 days (Rehab).

**North Carolina Emergency Management – Demolition, Acquisition, Elevation Program (2018–Ongoing):** Completed 46 Demolition & 46 Acquisitions and 100 Elevations; average build time of 30 days (Demolition & Acquisition), 110–120 days (Elevation).

**Alabama ADECA Disaster Recovery Program (2024–Ongoing):** Completed 2 Reconstructions and 28 MHUs; average build time of 90 days (Recon), 28 days (MHU Replacement).

**Texas General Land Office – City of Houston Housing Program (Winter Freeze) (2019–Ongoing):** Completed 31 Reconstructions and 12 Rehabilitations; average build time of 78 days (Recon), 60 days (Rehab).

**Texas General Land Office – Hurricane Harvey/Imelda Program (2018–Ongoing):** Successfully delivered 450 Reconstructions and 17 Rehabilitations; average build time of 95 days (Recon), 52 days (Rehab).

**Puerto Rico – R3 and MIT Housing Program (2023–Ongoing):** Currently managing 200 Reconstruction in progress; projected average build times of 90 days (Recon), 105 days (Rehab).

**State of Florida Disaster Recovery Program – Hurricane Michael/Irma (2021–Ongoing):** Completed 25 Reconstructions and 25 Rehabilitations; average build time of 106 days (Recon), 60 days (Rehab).

**East Texas Council of Government – Disaster Recovery Program** (2011–Ongoing): Completed 6 Reconstructions and 2 Rehabilitations; average build time of 84 days (Recon), 52 days (Rehab).

**New Jersey RREM – Sandy Recovery Program** (2013–2018): Completed 33 Reconstructions and 9 Rehabilitations; average build time of 75 days (Recon), 106 days (Rehab).

**City of Baytown – Disaster Recovery Program** (2010–2012): Completed 8 Reconstructions; average build time of 101 days (Recon).

**Galveston County – Hurricane Ike Program** (2009–2012): Completed 91 Reconstructions and 32 Rehabilitations; average build time of 98 days (Recon), 60 days (Rehab).

**Texas – Hurricane Rita Recovery Program** (2006–2009): Completed 482 Reconstructions and 43 Rehabilitations; average build time of 96 days (Recon), 48 days (Rehab).

Through each program, Byrdson Services has demonstrated the agility to mobilize quickly, the discipline to meet stringent federal and state regulatory requirements, and the dedication to providing high-quality housing solutions for disaster-affected communities. Our extensive portfolio, combined with our depth of technical expertise and operational scalability, positions Byrdson Services as a premier partner for current and future housing recovery initiatives.

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## 7.3 Company Profile

### a) Ownership Structure

Byrdson Services, LLC is a privately held **Limited Liability Company (LLC)** founded by Sally Byrd and operated independently without subsidiaries, affiliates, or joint ventures. Byrdson will act as the **prime contractor** under this solicitation and will execute all construction activities directly through its internal staff and a network of **pre-qualified local subcontractors**, who operate under Byrdson's management, quality control, and compliance oversight. No subsidiaries, affiliate entities, or joint ventures will perform services under this contract.

### b) Year Founded and Legal Organization

Byrdson Services' Ownership Structure is a Limited Liability Corporation (LLC), and we are not affiliated with or have a joint venture or strategic alliance with any other company. Byrdson Services was founded by Sally Byrd in 2003. Paperwork was filed with the State of Texas on July 20, 2007, to become incorporated and legally known as Byrdson Services, LLC. On September 8, 2008. Further to this, our certification as a Woman-Owned Small Business (WOSB) by the U.S. Small Business Administration demonstrates our commitment to diversity and inclusion. We are currently in the process of obtaining our North Carolina Historically Underutilized Business (HUB) certification. We are a Licensed Contractor for The State of North Carolina.

**See Licenses -Section 7.1**

### c) Headquarters and Field Offices

- ❖ **Corporate Headquarters:** 1245 West Cardinal Drive, Beaumont, TX 77705
- ❖ **Field Offices & North Carolina Offices:**
  - 1400 US Highway 258, Tarboro, NC 27886
  - 312 Treybrooke Circle, Greenville, NC 27834
  - 61 Ikey D Lane, Ocracoke, NC 27960

- ❖ **Staging Area:** 36 Lighthouse Rd, Ocracoke, North Carolina 27960
- ❖ **Planned Regional Development Hub / Service Coverage:** We will establish local field offices in key areas across the Hurricane Helene impact zone to ensure rapid mobilization, community engagement, and program compliance.

**Our Strategic Deployment Hubs will be located in:**

- **Asheville (Buncombe County):** This hub serves as the regional command and operations center. Due to concentrated urban and rural housing damage, Buncombe received the largest direct HUD allocation (\$225M). This hub provides access to adjacent counties with high project volumes and major infrastructure needs.
- **Lenoir (Caldwell County):** Centrally located among several MID-designated counties, Lenoir enables access to mountainous areas with severe wind and flood impacts. Its proximity to Avery, Burke, and Watauga counties makes it ideal for field supervision and staging.
- **Marion (McDowell County):** Positioned to support eastern mountain counties and remote rural tracts where access repairs and elevation needs are highest. Marion allows quick access to Mitchell, Yancey, and Rutherford counties where topography challenges construction logistics.

**d) Staffing**

Each location is staffed with highly experienced project managers, construction supervisors, and skilled field personnel who are permanently based within the region, ensuring seamless project oversight, immediate responsiveness, and continuous communication throughout the project lifecycle. Byrdson Services' established infrastructure and embedded local workforce enable us to rapidly mobilize resources, efficiently manage multiple concurrent projects and consistently deliver superior outcomes across diverse geographic areas, including remote, mountainous, and coastal regions.

We employ 122 full-time professionals nationwide, with 68 based in North Carolina and strategically assigned across the state to support project delivery in rural and urban communities.

**Project Management:** Senior Project Managers, Assistant Project Managers, and Project Schedulers with direct experience managing scattered-site residential projects across Appalachian terrains, including complex elevation projects, flood-mitigated reconstructions, and historic structure rehabilitation.

**Field Operations:** Over 40 deployable field personnel, including Licensed Superintendents skilled in mountain construction logistics, Customer Service and Permitting Specialists experienced in navigating steep-slope access requirements, and Skilled Carpenters and Heavy Equipment Operators trained to implement erosion control, foundation stabilization, and resilient construction techniques in areas subject to high rainfall and soil instability.

**Compliance and Support:** Dedicated QA/QC Inspectors familiar with mountainous drainage challenges, OSHA-Certified Safety Officers specialized in steep-slope worksite protocols, Certified Payroll Administrators, and Environmental Compliance Officers ensuring projects meet HUD environmental review standards, NEPA floodplain management requirements, and North Carolina Building Code.

**Technical Team:** Professional Estimators, Plan Drafters, and Accessibility Consultants who design terrain-adaptive home plans incorporating slope-specific foundation systems (such as drilled piers, stepped footings, and elevated foundations) and integrate historic preservation measures where applicable per SHPO (State Historic Preservation Office) guidelines.

For this program, Byrdson Services will deploy a dedicated North Carolina field team, supplemented by **local subcontractors and Section 3 workforce** hires to maximize community impact. All subcontractors and trades are pre-qualified and actively monitored for safety compliance, quality assurance, Davis-Bacon Act adherence, and HUD program requirements. Staffing operations will be coordinated through our planned Western North Carolina field office, enabling rapid mobilization and full coverage across all eligible counties.

Our deep local presence, combined with decades of industry experience and a proven record of successfully executing complex, federally funded housing programs, positions Byrdson Services as the optimal partner for this project. We are fully committed to delivering superior results with the highest standards of quality, efficiency, safety, and regulatory compliance — ensuring seamless, on-time, and compliant project delivery.

**e) Contact Information**

James Griffin - President

**Address:** 1245 West Cardinal Drive, Beaumont, Texas 77705

**Email:** [jgriffin@byrdsonservices.com](mailto:jgriffin@byrdsonservices.com)

**Phone:** 409.842.0161

**Fax:** 409.299.3403

**f) Prior Engagement with the State of North Carolina**

Byrdson Services is a recognized leader in delivering federally funded disaster recovery construction services throughout North Carolina. To date, Byrdson has been awarded ten (10) contracts by the North Carolina Emergency Management Division and the **North Carolina Office of Recovery and Resiliency (NCORR)** to perform comprehensive demolition, reconstruction, elevation, and rehabilitation services statewide. Under these contracts, Byrdson provided full design-build delivery, structural home elevations above FEMA Base Flood Elevations (BFEs), ADA-compliant retrofits, and strict compliance with HUD CDBG-DR program requirements. Our ability to manage complex projects — from environmental clearance and permitting to construction completion and final closeout — has consistently distinguished Byrdson as a results-driven, trusted partner to the State of North Carolina.

As part of the **North Carolina Residential Elevation Program**, Byrdson successfully completed the elevation of single-family homes across Beaufort, Hyde, Pamlico, Princeville, Transylvania, and Washington Counties. These projects required navigating highly technical site logistics, challenging floodplain and coastal terrain, and regulatory oversight, including compliance with FEMA National Flood Insurance Program (NFIP) standards, local floodplain ordinances, and Coastal Area Management Act (CAMA) regulations.

Through the **North Carolina Demolition and Acquisition Program**, Byrdson also delivered safe, compliant demolition and site restoration services, managing hazard-prone properties per federal environmental mitigation standards and grant-funded procedural requirements.

In addition, Byrdson supported the **North Carolina Department of Public Safety's Columbus County Grant Program** by delivering technical construction services to assist in disaster recovery housing initiatives for one of the state's most severely impacted communities, restoring safe and

resilient housing solutions for disaster-affected households. Byrdson Services' demonstrated expertise across North Carolina's diverse terrains — from flood-prone coastal zones to steep-slope inland regions — combined with our unwavering commitment to regulatory compliance, quality control, and program integrity, firmly establishes Byrdson as a premier disaster recovery contractor for the State of North Carolina.

#### **g) Experience with CDBG-Funded Construction Programs**

**Yes.** With more than two decades of proven expertise, Byrdson Services has successfully delivered large-scale, complex CDBG-funded residential construction projects across North Carolina, Texas, Alabama, and Florida, demonstrating exceptional performance across a wide range of diverse and challenging terrains.

Our projects consistently achieve on-time completion, with zero material audit findings across program audits and grant reviews. We maintain full compliance with HUD regulations, Davis-Bacon Act wage requirements, Section 3 participation goals, UFAS accessibility standards, and NEPA environmental standards. Byrdson's successful execution of multi-million-dollar federally funded contracts reinforces our ability to navigate complex regulatory frameworks, deliver resilient, code-compliant housing solutions, and support full grant closeout with exceptional inspection approval rates and client satisfaction. Our field leadership and subcontractor teams are highly trained in federal compliance, quality control, and disaster recovery operations, positioning Byrdson as a trusted partner for large-scale government-funded programs.

Byrdson Services has **never been involuntarily terminated** or voluntarily ceased participation in the program without completing all construction projects.

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### **7.4 Key Staffing Profile**

Byrdson Services presents a highly qualified, strategically staffed team dedicated to delivering outstanding performance in residential elevation, demolition, rehabilitation, reconstruction, and manufactured housing unit (MHU) replacement projects under the North Carolina Division of Community Development's (DCR) Hurricane Helene CDBG-DR Recovery Program.


Our staffing model is specifically structured to fulfill all requirements outlined in Section 7.4 of the RFP, ensuring direct face-to-face engagement with applicants, rigorous quality assurance, precise project oversight, and full program compliance with HUD, FEMA, NFIP, and CDBG-DR standards.

**See Resumes**

### **Executive Leadership Driving Operational Excellence Across Diverse Terrains**

#### **James H. Griffin, CSP – President**

Provides executive leadership and strategic direction across all company operations, including projects in mountainous and flood-prone terrains. Oversees corporate bonding capacity (\$80M), drives enterprise risk management initiatives tailored to geographically complex sites, and ensures full compliance with federal, state, and local program requirements.



**Joellen Hall – Vice President of Operations**

Leads the operational execution of projects across diverse geographic conditions, from steep-slope communities to coastal flood zones. Oversees compliance reporting, and grant documentation, and directs subcontractor resource planning and performance management to maintain project efficiency, resilience, and regulatory alignment across varied terrains.

**Jeff Goff – Vice President of Construction & QA/QC**

Oversees field operations related to quality assurance and quality control (QA/QC), including projects situated in mountainous and remote areas. Leads HUD Housing Quality Standards (HQS) inspections, manages site-specific safety programs in alignment with OSHA standards, and ensures accurate closeout documentation and grant compliance, regardless of terrain challenges.

**Key Construction Leadership and Field Personnel (Full-time, Western NC)****❖ Jeff Goff-Quality Control & Compliance Manager**

Conducts site audits, QC inspections, HUD HQS inspections, certified payroll reviews, Section 3 reporting, and environmental hazard mitigation oversight. Ensures full documentation for program compliance and supports project closeout audit readiness. Physically stationed to conduct field inspections in Western NC.

**❖ Michael Barborek - Senior Project Manager**

Supervises up to eight active projects. Manages daily field construction activities, site safety enforcement (OSHA compliance), subcontractor coordination, pre-construction applicant meetings, site inspections, and HUD HQS milestone inspections

**❖ Tony Edwards - Project Manager**

Oversees project planning for up to eight active projects, scheduling, subcontractor management, field coordination, homeowner communications, milestone verification, reporting, and closeout. Ensures compliance with HUD CDBG-DR construction protocols, Davis-Bacon wage standards, Section 3 participation tracking, and Section 504 accessibility standards.

**❖ Carl Galvan - Project Manager**

Supervises up to eight active construction sites, including elevation, rehabilitation, and demolition scopes. Coordinates subcontractor performance, verifies milestone completions, ensures environmental compliance (lead/asbestos mitigation), and conducts direct homeowner construction updates.

**❖ Miguel Esparragoza - Senior Construction Superintendent**

Responsible for supervising up to eight active projects, managing daily field construction activities, enforcing OSHA-compliant site safety protocols, coordinating subcontractor operations, leading pre-construction meetings with applicants, and overseeing site inspections, including HUD HQS milestone evaluations.

**❖ Sarah Mendez - Warranty Manager**

Manages warranty intake, repair scheduling, subcontractor warranty performance, and homeowner satisfaction surveys. Ensures warranty repairs are completed within DCR guidelines and maintains compliance documentation in DCR's tracking systems.

❖ **Jillian Acosta - Relocation Manager**

Coordinates all aspects of temporary applicant relocation during rehabilitation, elevation, and reconstruction. Ensures URA compliance, schedules pre-move and post-move inspections, tracks applicant relocation assistance delivery, and provides face-to-face applicant support throughout displacement.

**Additional Staffing Commitment:**

To maintain strict adherence to the RFP requirement of no more than eight (8) active job sites per Superintendent, Byrdson Services will assign additional Superintendents to specific regions as project volume increases. This proactive staffing model ensures consistent site-level supervision, quality assurance, regulatory compliance, and direct applicant engagement across all active projects, regardless of geographic distribution or program phase.

**Responsibilities of field staff include:**

- Conducting all pre-construction conferences in person with applicants.
- Providing weekly face-to-face homeowner updates during construction.
- Performing on-site milestone verifications and progress inspections.
- Managing temporary relocation logistics and resolving relocation concerns.
- Handling post-construction warranty intake through direct homeowner interaction.
- This localized staffing model ensures rapid issue resolution, clear communication, quality assurance, and full regulatory compliance throughout the project lifecycle.

❖ **Supervision Structure and Capacity**

Each Superintendent will be assigned no more than eight (8) active job sites at a time, ensuring dedicated site-level management, progress monitoring, and direct homeowner engagement as required by the RFP.

- ❖ **Quality Control inspections** will occur at major construction milestones (e.g., site prep, elevation platform placement, rough-in, final inspection) in addition to daily Superintendent oversight.
- ❖ **The Project Manager** will hold weekly team coordination meetings (internal and with DCR Implementation Vendor) to ensure seamless scheduling, reporting, and resolution of field challenges.

**Compliance Management**

- Byrdson Services has established internal protocols for managing:
  - Certified Payroll and Davis-Bacon wage compliance (reviewed weekly).
  - Section 3 and Section 504 tracking and reporting (quarterly).
  - HUD HQS inspection readiness and milestone documentation (field-based verification).
  - URA relocation documentation and applicant tracking (relocation services).
  - Environmental hazard mitigation compliance (asbestos/lead abatement oversight).
  - All compliance documentation is tracked in real-time through Byrdson's centralized construction management system, ensuring complete audit readiness.
-

## 7.5 References

### 1. State of North Carolina – Department of Public Safety Office of Recovery and Resiliency (NCORR)



- ❖ **Client:** North Carolina Department of Public Safety
- ❖ **Scope:** Residential Reconstruction, Renovation plus elevation; includes ADA & Green Building features in challenging and diverse terrains
- ❖ **Funding:** CDBG-DR | **Contract Value:** \$4M
- ❖ **Contact:** Kevin Lara, 919.710.0079 | [kevin.lara@ncdps.gov](mailto:kevin.lara@ncdps.gov)
- ❖ **Relevance:** Active performance in various types of terrains; steep-slope site logistics, relocation coordination, and environmental hazard mitigation (lead/asbestos) under certified safety professional oversight
- ❖ **Performance Period:** 2023–Ongoing
- ❖ **Key Staff:** Tony Edwards | [tedwards@byrdsonservices.com](mailto:tedwards@byrdsonservices.com)

### 2. North Carolina Emergency Management – Demolition, Acquisition, & Elevation



- ❖ **Client:** North Carolina Emergency Management
- ❖ **Scope:** Demolition, Acquisition, and Elevation of homes in flood-prone areas
- ❖ **Funding:** FEMA, CDBG-DR | **Contract Value:** \$6.5M
- ❖ **Performance Period:** 2020–Ongoing
- ❖ **Contact:** Steve Jackson, 919.873.5879 | [steven.jackson@ncdps.gov](mailto:steven.jackson@ncdps.gov)
- ❖ **Relevance:** Expertise in high-risk areas; safe site management and compliance with state and federal disaster recovery guidelines, specialized and complex elevations
- ❖ **Key Staff:** Donald Castro | [dcastro@byrdsonservices.com](mailto:dcastro@byrdsonservices.com)

### 3. State of Florida –Hurricane Michael & Irma Recovery Programs



- ❖ **Client:** Florida Department of Commerce (Rebuild Florida)
- ❖ **Scope:** Demolition, Reconstruction, Rehabilitation, MHU replacements (400+ homes)
- ❖ **Funding:** CDBG-DR | **Contract Value:** \$ 20 M+
- ❖ **Performance Period:** 2020–Ongoing
- ❖ **Contact:** Ginger Gould, 850.717.8449 | [ginger.gould@commerce.fl.gov](mailto:ginger.gould@commerce.fl.gov)
- ❖ **Relevance:** Modular and stick-built high-speed homeowner turnaround, strict HUD/Florida compliance, lead/asbestos remediation
- ❖ **Key Staff:** Joellen Hall | [jh@byrdsonservices.com](mailto:jh@byrdsonservices.com)

### 4. Texas General Land Office – Hurricane Harvey Recovery



- ❖ **Client:** Texas General Land Office (GLO)
- ❖ **Scope:** Demolition, Reconstruction, Rehabilitation, Elevation, and mitigation (550+ homes)
- ❖ **Funding:** CDBG-DR | **Contract Value:** \$60M
- ❖ **Performance Period:** 2018–Ongoing
- ❖ **Contact:** Esteban Cruz, 512.475.5118 | [esteban.cruz.glo@recovery.texas.gov](mailto:esteban.cruz.glo@recovery.texas.gov)
- ❖ **Relevance:** Turnkey contractor for scattered rural sites, MHU installs, resilient design builds
- ❖ **Key Staff:** Michael Barborek | [mbarborek@byrdsonservices.com](mailto:mbarborek@byrdsonservices.com)

## 5. State of Alabama - Disaster Recovery Residential Reconstruction, Rehabilitation, and MHU Replacement



- ❖ **Client:** Alabama Department of Economic and Community Affairs (ADECA)
- ❖ **Scope:** Residential reconstruction, MHU replacement, and rehabilitation services for over 150 properties
- ❖ **Funding:** CDBG-DR | **Contract Value:** \$3M
- ❖ **Performance Period:** 2024–Ongoing
- ❖ **Contact:** Daniel Burkholder, 251.725.3016 | [daniel.burkholder@horne.com](mailto:daniel.burkholder@horne.com)
- ❖ **Relevance:** Rapid rehabilitation for damaged homes, and **ADA** upgrades for individuals with mobility impairments
- ❖ **Key Staff:** Jeff Goff | [jeff@byrdsonservices.com](mailto:jeff@byrdsonservices.com)

## 6. Puerto Rico - R3 and MIT Housing Program



- ❖ **Client:** Puerto Rico Department of Housing
- ❖ **Scope:** Construction Management for Home Repair, Reconstruction, Relocation (R3), Blue Roof, SF-MIT, and Resilience Programs
- ❖ **Funding:** CDBG-DR & CDBG-MIT | **Contract Value:** \$ 35 M
- ❖ **Performance Period:** 2023–Ongoing
- ❖ **Contact:** William Figueroa, 939.220.8655 | [William.Figueroa@hornepr.com](mailto:William.Figueroa@hornepr.com)
- ❖ **Relevance:** Multi-program delivery; mountain and coastal challenges, energy and water resilience systems
- ❖ **Key Staff:** Jim Griffin | [jgriffin@byrdsonservices.com](mailto:jgriffin@byrdsonservices.com)

## 7.6 Litigation History

Byrdson Services, LLC has maintained a **clean litigation record** for over 20 years of operation. The company has **never been involved in a lawsuit** that resulted in a **termination of contract, breach of contract finding, or adverse legal ruling**. Byrdson has consistently demonstrated a commitment to **ethical business practices and legal compliance** across all projects.

- ❖ **No Pending Litigation:** There are currently no active or pending legal actions against Byrdson Services, LLC.
- ❖ **Past Performance:** In the rare event that a dispute arose, Byrdson's professional and efficient resolution methods have allowed us to maintain **strong relationships** with all clients and stakeholders, ensuring **timely and successful project delivery**.
- ❖ **Regulatory Compliance:** Byrdson Services is fully compliant with all **state, local, and federal regulations** governing construction, disaster recovery, and safety protocols. Byrdson Services takes proactive measures to mitigate any legal risks, regularly reviewing and refining our **contractual agreements, insurance coverage, and compliance processes**.

## 7.7 Conflicts of Interest

Byrdson Services discloses no conflicts of interest regarding the performance of this project. We ensure **full transparency** and **independence** in all activities and relationships associated with our projects. Key points regarding Byrdson's **conflict-free status** include:

- ❖ **No Disqualifications:** Byrdson has not been **disqualified** from any federally funded programs, nor have we been subject to any **sanctions** or **penalties** under **FEMA**, **CDBG-DR**, or **HUD** programs.
  - ❖ **No Political Affiliations:** Byrdson maintains strict neutrality in all public or private sector dealings, ensuring no **political affiliations** affect the performance or decision-making process during project execution.
  - ❖ **Independent Operations:** Byrdson operates independently and does not have **interlocking relationships** with any contractors or consultants that could influence project outcomes or compliance with bidding requirements.
  - ❖ **Ethical Standards:** Byrdson adheres to the highest standards of **business ethics**, following **anti-corruption** and **anti-bribery** practices. We also maintain a **Code of Ethics** that is followed by all employees and contractors. We are committed to a **conflict-free status** throughout the life of this project and beyond.
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## 7.8 Annual Report

There are no events, liabilities, or contingent liabilities that could affect Byrdson Services's financial ability to perform this contract; Byrdson Services is financially solvent and adequately capitalized.

*See Supplemental Documentation*

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## 7.9 Safety Information

Byrdson Services places the highest priority on the health and safety of our workers, subcontractors, applicants, and the communities we serve. Our comprehensive Safety Program is fully compliant with OSHA 29 CFR 1926 Construction Standards, HUD CDBG-DR guidelines, FEMA protocols, and EPA regulations. Safety is embedded into every phase of project planning and execution, and we maintain a proactive zero-accident culture on all federally funded construction sites. **See Manual**

### Program Overview

**Safety Leadership:** James H. Griffin, CSP (Certified Safety Professional), oversees Byrdson's Corporate Safety Program, supported by field-based Quality Control Managers conducting daily site safety audits and enforcement.

**Site-Specific Safety Plans (SSSP):** Every project operates under a tailored Site-Specific Safety Plan addressing specific hazards, including excavation safety, fall protection, hazardous materials management (lead/asbestos), site access controls, and severe weather protocols.

**Training and Certification:** All personnel and subcontractors hold current OSHA 10/30-Hour Construction Safety Certifications.

Specialized training covers Fall Protection, Trenching Safety, Hazard Communication (HAZCOM), EPA RRP Lead-Safe Practices, and Asbestos Abatement Protocols.

- ❖ **Hazardous Materials Management:** Byrdson complies with EPA Renovation, Repair, and Painting (RRP) rules for lead-based paint, and deploys Certified Asbestos Supervisors for any asbestos-containing material (ACM) handling, removal, and reporting.
  - ❖ **Incident Reporting and Corrective Action:** All incidents, near-misses, and safety concerns are reported immediately, investigated within 24 hours, and corrective actions are enforced.
  - ❖ **Subcontractor Oversight:** Subcontractors must submit a written safety plan before mobilization and are subject to regular and unannounced safety audits to ensure field compliance.
  - ❖ **Performance Metrics**
    - **Experience Modification Rate (EMR):** 0.95 in 2025 - **See Supplemental Doc**
    - **OSHA Recordable Incident Rate:** 0 (past three years)
    - **Lost-Time Injuries:** 0 across federally funded CDBG-DR, FEMA, and HUD projects.
  - ❖ **Byrdson Services: Dedicated to Full Compliance with DCR Standards**
    - OSHA 29 CFR 1926 Construction Industry Standards
    - HUD Housing Quality Standards (HQS)
    - FEMA elevation and mitigation guidelines
    - EPA Lead-Based Paint and Asbestos Regulations
    - DCR incident notification, milestone safety inspection, and reporting protocols
- 

## 7.10 Quality Control Program

Byrdson Services utilizes a comprehensive **Quality Control (QC) Program** that ensures the successful completion of all projects to the highest standards. Our QC approach is customized to meet **FEMA** and **CDBG-DR** requirements, with particular emphasis on **mountainous terrain & remote access construction**. **See Manual**

Key aspects of Byrdson's **QC Program** include:

- ❖ **Quality Assurance (QA) and Quality Control (QC) Procedures:** Byrdson implements **multi-level QC procedures**, including **pre-construction reviews**, **in-progress inspections**, and **post-construction audits** to ensure **consistency and accuracy** in all work.
  - ❖ **Daily Inspections:** Our team conducts **daily site inspections** to ensure that **work is performed correctly** and that **materials** used meet project specifications. Any discrepancies are **immediately addressed** with corrective actions.
  - ❖ **Documentation:** Byrdson maintains detailed **quality control logs**, which include **photos**, **daily reports**, and **inspection results**, allowing for **real-time tracking** of project quality. These records are available for client review and are used to facilitate **compliance audits**.
  - ❖ **Material Testing and Approval:** Byrdson ensures that all materials meet **FEMA** and **HUD** specifications and undergo **third-party testing** where required. All materials are **pre-approved** before being used on-site, ensuring **compliance** with quality standards.
  - ❖ **Final Inspection:** Each project undergoes a **final walk-through** conducted by the **project manager**, **QC supervisor**, and **homeowner** to ensure that all work is completed to satisfaction and complies with all specifications.
  - ❖ Our **QC Program** is designed to ensure **no defects**, meet **contractual obligations**, and guarantee **client satisfaction**.
-

## 7.11 Cost Control Program

Byrdson Services, **Cost Control Program** is designed to manage project budgets effectively, ensure **cost efficiency**, and deliver projects on time without compromising quality. We use an **integrated project management system** that tracks expenses, materials, labor, and resources in real time.

**See Manual**

Key elements of Byrdson's **Cost Control Program** include:

- ❖ **Project Budgeting:** Each project starts with a detailed **cost estimate** based on a **site assessment** and **material quantities**. We establish a **baseline budget** and continuously track actual expenses against this budget throughout the project.
  - ❖ **Cost Monitoring and Reporting:** Byrdson uses **project management software** to track **labor costs**, **material expenses**, and **subcontractor payments**. Our team provides **weekly reports** to clients, showing **current spending** and any **potential cost savings**.
  - ❖ **Procurement Strategy:** We use **bulk purchasing** for materials and **local suppliers** to reduce delivery costs, particularly on **remote or mountainous sites**. We negotiate **favorable terms** with vendors to ensure **cost savings**.
  - ❖ **Change Order Management:** Byrdson ensures that **change orders** are carefully managed. If the project scope changes, we provide **updated estimates** and work with clients to keep the project within budget.
  - ❖ **Contingency Plans:** Byrdson includes a **contingency reserve** for unforeseen expenses, particularly in **difficult terrain** or when encountering hazardous materials. This reserve is carefully managed to avoid budget overruns.  
Our goal is to deliver **cost-effective, high-quality** projects that meet or exceed expectations without compromising safety or compliance.
- 

## 7.12 Warranty Program

Byrdson Services, LLC is committed to delivering high-quality, resilient construction services supported by a robust Warranty Program that ensures ongoing homeowner satisfaction and full compliance with HUD, FEMA, and DCR program standards.

**Key Warranty Program Features:**

- ❖ **Warranty Manager:** Sarah Mendez, Warranty Manager, is responsible for overseeing all warranty management activities. She serves as the primary liaison for homeowners, program staff, and subcontractors regarding warranty claims and resolutions. Sarah is supported by a skilled and experienced team to ensure timely communication, thorough inspections, and the efficient resolution of all warranty-related matters. Byrdson Services utilizes construction management software to track all warranty communications, service requests, and resolutions 24/7, ensuring complete transparency and real-time access for all stakeholders.
- ❖ **Warranty Coverage Periods:**
  - One-year limited warranty on all labor and materials
  - Two-year warranty on major mechanical systems (HVAC, plumbing, and electrical)
  - Ten-year structural warranty on new reconstruction projects

❖ **Resolution Timeframes:**

Initial homeowner warranty complaints are acknowledged within 24 hours of receipt. On-site inspections are scheduled within five (5) business days of complaint acknowledgment. Repair work completed within thirty (30) calendar days of issue verification, barring supply chain or homeowner access delays.

Emergency warranty repairs (e.g., HVAC failures, roof leaks) are addressed within 24–48 hours.

❖ **Warranty Tracking and Reporting:**

All warranty claims, communications, service orders, and resolutions will be logged and maintained within the DCR's system of record (and/or its implementation vendor system).

Byrdson submits monthly warranty reports summarizing open and closed cases, issue trends, and resolution timelines.

❖ **Homeowner Engagement:**

Homeowners will receive a detailed Warranty Manual at project closeout explaining coverage, procedures for reporting issues, and Byrdson's commitment to resolution. Our team maintains consistent communication with homeowners throughout the warranty process to ensure transparency and satisfaction.

❖ **Quality Assurance During Warranty Period:**

Byrdson continues proactive site visits where appropriate to identify potential concerns before they escalate into warranty claims, ensuring continued property integrity and homeowner trust.

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### 7.13 Reconstruction Plan Sets

Byrdson Services is fully prepared to submit reconstruction plan sets for consideration during the BAFO process, as outlined in the RFP requirements.

Our team has curated a library of pre-engineered residential designs specifically suited for Western North Carolina's unique topographical and floodplain challenges, developed in compliance with HUD CDBG-DR guidelines and state building codes.

**Our proposed reconstruction plan sets include:**

- ❖ 2-Bedroom, 2-Bathroom (1,000–1,200 SF)
- ❖ 3-Bedroom, 2-Bathroom (1,200–1,500 SF)
- ❖ 4-Bedroom, 2-Bathroom (1,300–1,700 SF)

**Each plan set will meet or exceed the following program requirements:**

- ❖ Two full bathrooms per unit.
- ❖ ADA-compliant designs (RA-1 to RA-3 tiers).
- ❖ Compatible with stick-built and modular construction.
- ❖ Designed for elevation, terrain, and setback challenges.
- ❖ Aesthetic options: porches, treatments, elevations.
- ❖ Compliant with FEMA, HUD, and NC standards.
- ❖ Includes reuse authorization for DCR and vendors.
- ❖ Site-specific structural/foundation adjustments available.



BOX  
INSURANCE  
AGENCY

May 6, 2025

To Whom It May Concern:

Insured's experience modifier rating (EMR) for the past 5 years is as follows:

2025: 1.00)  
2024: .95  
2023: .97  
2022: 1.00  
2021: 1.00

Please let us know if you have any questions or need anything further.

Thank you,

Michelle Milstead  
Senior Account Manager



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/7/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Higginbotham Insurance Agency, Inc. 15770 N. Dallas Parkway #700 Dallas TX 75248		<b>CONTACT NAME:</b> C. Jane Cole <b>PHONE (A/C, No, Ext):</b> 214-346-4154 <b>E-MAIL ADDRESS:</b> jacole@higginbotham.net		<b>FAX (A/C, No):</b> 972-233-9769
		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> Lloyd's		15642
<b>INSURED</b> Byrdson Services LLC 1245 W. Cardinal Drive Beaumont TX 77705		<b>INSURER B:</b> Berkley Assurance Company		39462
		<b>INSURER C:</b>		
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
		<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 1292470603

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			VUMA0322721	8/4/2024	8/4/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			VUMA0322731	8/4/2024	8/4/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Follows Form \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Builders Risk			1650HOU230508	2/17/2025	2/17/2026	Per Home \$500,000 Special Form \$5,000 Per Home Wind & Hail Per Home \$10,000 Per Home

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\*8/4/2024-25 Excess Liability (\$4 Mil x of \$1 Mil) Policy #010026042-1 - Kinsale Insurance Company NAIC 38920 - A (Excellent) Follows Form  
\*9/4/2024- 8/4/2025 Excess Liability (\$3 Mil x of \$4 Mil) Policy #CXS4032472 - Scottsdale Insurance Company NAIC 41297 - A (Excellent) Follows Form  
General Liability (includes completed operations & primary and non-contributory) endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. General Liability, Automobile Liability & Workers Compensation policies include a blanket automatic Waiver of Subrogation endorsement that provides such status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

**CERTIFICATE HOLDER****CANCELLATION**

State of North Carolina  
Department of Commerce  
Division of Community Revitalization  
301 N Wilmington St  
Raleigh NC 27601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YY)  
5/7/2025PRODUCER  
Box Insurance Agency  
1200 S. Main St., Ste 1600  
Grapevine TX 76051THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**INSURERS AFFORDING COVERAGE**INSURED  
Byrdson Services LLC  
1245 W Cardinal Dr  
Beaumont TX 77705-6410INSURER A: Progressive County Mutual  
INSURER B: Texas Mutual Insurance Company  
INSURER C:  
INSURER D:  
INSURER E:**COVERAGES**THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.  
NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS  
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE  
TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Med Pay 5000 <input checked="" type="checkbox"/> UM/UIM \$1m	996522295	4/23/2025	4/23/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ Incl Above BODILY INJURY (Per accident) \$ Incl Above PROPERTY DAMAGE (Per accident) \$ Incl Above
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	0001272890	5/27/2024	5/27/2025	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**The Auto Liability policy includes a blanket automatic additional insured provision/endorsement that provides additional insured status to the certificate holder  
only when there is a written contract between the named insured and the certificate holder that required such status.The Auto Liability and Workers Compensation policies include a Blanket Waiver of Subrogation provision/endorsement that provide this coverage to the  
certificate holder, only when there is a written contract between the named insured and the certificate holder that requires such status.**CERTIFICATE HOLDER**

ADDITIONAL INSURED; INSURER LETTER:

**CANCELLATION**North Carolina Office of Recovery and Resiliency  
North Carolina Department of Public Safety  
PO Box 110465  
Durham NC 27709SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED  
BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL  
ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE  
HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE  
NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS  
AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

## RESUMES



# Sally L. Byrd

## Owner

### Contact

☎ 877.390.5438

✉ [sally@byrdsonservices.com](mailto:sally@byrdsonservices.com)

### Education

Major: Education

Master of Arts Lamar  
University 1985

Bachelor of Arts  
Baylor University  
1967

### Skills

- Entrepreneurial Leadership
- Strategic Vision and Execution
- Business Development and Growth Strategy
- Self-Motivation and Initiative
- Positive Leadership and Team Empowerment
- Adaptability and Change Management
- Operational Excellence
- Organizational Development
- Executive Decision-Making
- High-Level Problem Solving and Critical Thinking

### Summary

Founded Byrdson Services in 2003, has since overseen the growth and development of the company to ensure the quality and standards are upheld.

### Work Experience

Byrdson Services| Owner

2003 – Present

- Lead the strategic direction of Byrdson Services, focusing on disaster recovery projects, particularly those funded by FEMA and CDBG-DR, to ensure compliance with federal guidelines and state regulations.
- Oversee the operational management of construction schedules, budgeting, resource allocation, and project execution, ensuring successful project completion on time and within budget.
- Establish and maintain strong relationships with clients, contractors, suppliers, and government agencies, facilitating smooth communication and ensuring all project requirements are met.
- Ensure all projects adhere to safety standards and regulatory requirements, particularly in hazardous materials remediation, such as lead and asbestos.
- Supervise internal teams, ensuring they follow proper operational processes and best practices in project execution.
- Provide guidance and mentorship to project managers, fostering leadership within the team and ensuring efficient resource management.



# James Griffin

## President

### Contact

☎ 409.842.0161

✉ [jgriffin@byrdsonservices.com](mailto:jgriffin@byrdsonservices.com)

### Education

Major: Chemistry

Bachelor of Science  
Stephen F. Austin State  
University  
1995

Associate of Applied  
Science Lamar University  
1996

### Skills

- Strategic Planning and Execution
- Operational Oversight and Optimization
- Motivational Leadership and Team Development
- Program and Project Management Excellence
- Price Negotiation and Contract Strategy
- Risk Assessment and Mitigation Planning
- Business Development and Client Relations
- Analytical Thinking and Data-Driven Decision Making

### Summary

President of Byrdson Services, brings 30+ years of experience in disaster recovery and residential construction. He has led over \$100 million in CDBG-DR and FEMA projects across NC, AL, TX, and FL, positioning Byrdson as a leader in large-scale recovery operations.

### Work Experience

Byrdson Services | President  
2003 – Present

### Core Expertise:

- Lead the disaster recovery operations by overseeing construction safety and compliance with FEMA guidelines across all active projects.
- Implement environmental safety strategies, focusing on hazardous material management (including lead and asbestos) for remediation efforts on residential projects.
- Conduct risk assessments and safety evaluations to manage disaster recovery sites, ensuring all construction work meets the FEMA compliance standards and local safety regulations.
- Supervise and mentor field teams, ensuring their adherence to safety protocols and construction best practices.
- Direct procurement efforts for specialized materials and equipment required for hazardous material management and disaster recovery construction.

### Relevant Program Experience:

- Led NCORR Residential Reconstruction and Elevation Programs (10 awarded contracts)
- Oversaw Alabama ADECA CDBG-DR Housing Recovery Program (top-ranked performance)
- Directed Texas GLO Disaster Recovery Reconstruction and Rehabilitation Programs
- Led Florida post-Hurricane Michael housing recovery (DEO CDBG-DR)
- Maintained a 100% regulatory audit pass rate across all federally funded contracts



**BYRDSON**  
s e r v i c e s

# Joellen Hall

## Vice President of Operations

### Summary

Accomplished operations executive with over 20 years of proven success leading federally funded disaster recovery programs. Manages daily operations, regulatory compliance, and field coordination for Byrdson's CDBG-DR initiatives, consistently delivering projects on time and within compliance standards. Recognized for driving program efficiency, achieving high homeowner satisfaction rates, and ensuring seamless execution from project launch through final closeout.

### Work Experience

Byrdson Services | Vice President of Operations  
2004 – Present

### Core Expertise:

- Provided strategic leadership and direction to the operations team, overseeing all aspects of project execution, resource management, and performance optimization.
- Oversee all disaster recovery projects, ensuring they are executed on time, within budget, and fully compliant with FEMA regulations.
- Develop and implement cost control systems for CDBG-DR projects, optimizing resource allocation and ensuring project financial efficiency.
- Manage the procurement process, ensuring the timely delivery of materials and equipment compliant with FEMA guidelines and local regulations.
- Coordinate with subcontractors and project teams, ensuring adherence to safety and regulatory standards, and resolve any issues that may affect project progress.
- Monitor and report on project status, preparing regular updates for clients and senior management to ensure full transparency.

### Relevant Program Experience:

- Led program operations for residential elevation, reconstruction, acquisition & demolition in North Carolina Emergency Management Programs (top-ranked performance)
- Coordinated recovery and grant administration for the Columbus County Grant Program
- Oversaw Florida DEO housing recovery operations post-Hurricane Michael
- Ensured procurement and project sequencing aligned with DCR standards for disaster recovery housing

### Contact

☎ 877.390.5438

✉ [jh@byrdsonservices.com](mailto:jh@byrdsonservices.com)

### Education

Major: Business  
Administration

Bachelor of Business  
Administration Lamar  
University 1994

### Skills

- Strategic  
Operations  
Management
- Regulatory  
Compliance
- Cross-Functional  
Leadership
- Field Coordination
- CDBG-DR Program  
Management
- Program Efficiency
- Homeowner  
Satisfaction
- Process  
Improvement
- Risk Mitigation



## Contact

☎ 877.390.5438

✉ [jeff@byrdsonservices.com](mailto:jeff@byrdsonservices.com)

## Education

Major: Industrial  
Technology

Bachelor of Science  
Lamar University 1995

Associate of Applied  
Science  
Lamar University 1996

## Skills

- Regulatory Compliance and Risk Mitigation
- Construction Operations Oversight
- Field Operations Management
- Project Lifecycle Management (Initiation to Closeout)
- Safety Program Development and Enforcement (OSHA, EMR)
- Cost Control and Budget Management
- Vendor and Subcontractor Management
- Scheduling, Planning, and Logistics Optimization

# Jeff Goff

Vice President of  
Construction & Quality  
Control/Quality Assurance

## Summary

Directed organizational growth strategy, strategic planning initiatives, and community engagement to strengthen market presence and operational performance. Oversaw project execution with a strong emphasis on Quality Assurance and Quality Control (QA/QC), ensuring all deliverables consistently met or exceeded regulatory, safety, and performance standards.

## Work Experience

Byrdson Services | Vice President of  
Construction 2004 – Present

## Core Expertise:

- Directed all construction operations with a focus on planning, execution, quality control, and timely delivery.
- Develop and manage quality control systems for disaster recovery projects, ensuring compliance with FEMA, HUD, and CDBG-DR regulations.
- Conduct site inspections and materials testing to ensure that construction is in accordance with FEMA safety and quality protocols.
- Monitor the performance of subcontractors, ensuring they meet safety regulations, quality standards, and contract specifications.
- Implement corrective actions when necessary to maintain the quality and timeliness of disaster recovery projects.
- Lead and train construction staff in quality management and safety procedures, ensuring projects are completed on time and in compliance with FEMA and CDBG-DR requirements.

## Relevant Program Experience:

- NCORR Residential Elevation and Reconstruction Field Oversight
- Texas GLO Reconstruction and Elevation Quality Management
- Alabama ADECA MHU Replacement Construction Leadership
- Full audit compliance under HUD CDBG-DR and FEMA Public Assistance Programs



# Linda Tait -CPA

## Comptroller / Cost Control

### Contact

☎ 877.390.5438

✉ [ltait@byrdsonservices.com](mailto:ltait@byrdsonservices.com)

### Education

Major: Business  
Management/  
Accounting

Masters of Business  
Lamar University 2002

Bachelors of Applied  
Science  
Lamar University 1987

### Skills

- Financial Planning and Analysis (FP&A)
- Budget Development and Management
- Cost Control and Cost Reduction Strategies
- Regulatory and GAAP Compliance
- Financial Reporting and Audit Preparation
- Cash Flow Management
- Expense Tracking and Optimization
- Internal Controls and Risk Mitigation
- Accounting Systems Implementation and Oversight

## Summary

Results-driven Comptroller specializing in financial oversight, cost control, and operational efficiency. Proven track record of managing budgets, optimizing resource allocation, and implementing robust financial controls to support organizational growth. Expertise in forecasting, variance analysis, expense management, and regulatory compliance. Adept at developing and refining accounting systems, improving financial reporting accuracy, and partnering with executive leadership

## Work Experience

Byrdson Services | Comptroller/Certified  
Public Accountant 2021 – Present

## Core Expertise:

- Oversee the company's accounting and financial reporting procedures, ensuring compliance with all federal, state, and local guidelines, particularly in the context of disaster recovery and FEMA funding.
- Manage all budgeting and cost control processes, including tracking expenditures, allocating resources, and managing cash flow to ensure projects remain within budget and meet financial targets.
- Monitor project financials, ensuring all costs are accounted for, approved, and reported accurately, including expenses for materials, labor, equipment, and subcontractors.
- Assist in the preparation of financial reports for FEMA-funded projects, ensuring all records are up-to-date and compliant with CDBG-DR regulations.
- Develop and implement financial policies and procedures to support the execution of disaster recovery projects, ensuring accounting practices meet industry standards and federal requirements.
- Collaborate with project managers to provide financial insights for cost-saving opportunities, resource allocation, and overall financial health of recovery projects.

## Relevant Program Experience:

- Full financial management for NCORR, ADECA, DEO, and GLO disaster recovery projects
- Oversight of fund allocations and compliance for Texas and Alabama CDBG-DR contracts
- Quarterly and annual reporting in compliance with CFR 200 requirements



# Erin Broussard

## Procurement Manager

### Contact

☎ 877.390.5438

✉ [erin@byrdsonservices.com](mailto:erin@byrdsonservices.com)

### Education

Major: Radiologic  
Technology/Diagnostic  
Medical Sonography

Associates of Applied  
Science  
Lamar Institute of  
Technology  
2000

Associates of Applied  
Science  
Lamar Institute of  
Technology 2002

### Skills

- Contract Negotiation and Management
- Supplier Relationship Management
- Cost Reduction and Savings Initiatives
- Supply Chain Optimization
- Vendor Evaluation and Performance Management
- Request for Proposal (RFP) and Request for Quotation (RFQ) Management

### Summary

Strategic Procurement Manager with extensive experience leading sourcing, contract negotiation, and supply chain optimization initiatives. Proven track record of reducing costs, improving vendor performance, and aligning procurement strategies with organizational goals. Skilled in supplier relationship management, risk mitigation, and compliance with regulatory and corporate standards. Adept at driving operational efficiency, negotiating high-value contracts, and implementing best practices to enhance value and streamline procurement processes.

### Work Experience

Byrdson Services | Procurement Manager  
2013 – Present

### Core Expertise:

- CDBG Government Programs
- Strategic Procurement and Compliance for CDBG-DR, CDBG-MIT, and HUD-Funded Programs
- Federal Grant Management, Regulatory Compliance (HUD, 2 CFR 200, Davis-Bacon, Section 3)
- Contract Negotiation, Vendor Management, and Procurement Policy Development
- Public Bidding, RFP/RFQ Development, and Competitive Procurement Processes
- Cost Allocation, Budget Forecasting, and Financial Reporting for Grant-Funded Projects
- Cross-Functional Coordination with Program

### Relevant Program Experience:

- North Carolina Elevation and Demolition Procurement Coordination
- Alabama ADECA CDBG-DR Material Sourcing
- Texas GLO Modular Home Material Management



# Ryan Webb

## Design Team Lead

### Contact

☎ 877.390.5438

✉ [ryan@byrdsonservices.com](mailto:ryan@byrdsonservices.com)

### Education

Major: Computer  
Drafting

Associates of Applied  
Science

Lamar Institute of  
Technology 2018

### Skills

- Design Team Lead for CDBG-DR Projects
- Architectural Drafting and Construction Documentation
- FEMA Floodplain Mitigation Design Standards
- HUD Accessibility Compliance (Section 504, UFAS)
- CDBG-DR Program Design Compliance
- Code Compliance and Regulatory Adherence (IBC, IRC, Fair Housing Act)
- Resilient and Flood-Resistant Housing Design

## Summary

Experienced Design Team Lead overseeing architectural drafting and construction documentation for CDBG-DR funded projects. Specialized in developing designs that integrate FEMA floodplain mitigation measures, HUD accessibility requirements (Section 504 and UFAS), and program-specific compliance standards. Proven ability to produce accurate, code-compliant construction documents that support resilient, accessible, and cost-effective housing solutions for federally funded disaster recovery initiative

## Work Experience

Byrdson Services | Design Team Lead

2020 – Present

## Core Expertise:

- Lead the design team in creating site-specific plans for disaster recovery projects, ensuring that all designs meet FEMA guidelines, ADA compliance, and local building codes.
- Develop designs for flood-prone areas, elevated housing, and storm-resistant structures, ensuring resilience and sustainability in line with CDBG-DR regulations.
- Collaborate with engineers, construction managers, and subcontractors to ensure designs are constructible, cost-effective, and align with project schedules.
- Review and revise construction plans to ensure they comply with environmental sustainability practices and stormwater management requirements.
- Ensure all designs incorporate safety measures for hazardous materials and lead-based paint mitigation, in compliance with EPA and FEMA standards.
- Coordinate with local authorities to ensure designs meet zoning, floodplain, and building codes, facilitating expedited approval for recovery projects.
- Lead the development of construction documents and permit applications, ensuring all project documentation is up-to-date and compliant with FEMA and CDBG-DR requirements.

## Relevant Program Experience:

- NCORR Residential Plan Set Development and Design Coordination
- Texas GLO Elevation and Modular Construction Design Support
- Alabama ADECA Modular Home Reconstruction Designs



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services

# Jarvee Reynoso

IT/Technology

## Summary

Results-driven IT professional with a proven ability to design, implement, and manage technology solutions that drive operational efficiency and business growth. Skilled in network administration, cybersecurity, software development, and systems integration across diverse platforms. Adept at troubleshooting complex technical issues, optimizing IT infrastructure, and aligning technology initiatives with organizational goals. Strong background in project management, user support, and emerging technologies

## Work Experience

Byrdson Services | IT/Technology

2024 – Present

## Core Expertise:

- **CDBG-DR Housing Recovery Programs:** Provided internal IT infrastructure, system security, and technology support to facilitate the construction company's compliance with CDBG-DR program requirements. Supported secure data management, electronic document control, reporting systems, and field communications to ensure seamless project execution and program closeout.
- **FEMA Hazard Mitigation and Disaster Recovery Initiatives:** Implemented and maintained cybersecurity protocols, disaster recovery plans
- **HUD-Funded Rehabilitation and Reconstruction Projects:** Developed technology solutions to manage project documentation, Section 504 accessibility compliance, and Davis-Bacon reporting requirements. Supported the construction team through real-time system access, contractor tracking platforms, and regulatory documentation portals required for HUD-funded housing programs.

## Relevant Program Experience:

- **IT and Technology Support for Government-Funded Construction Programs**
- **CDBG-DR Housing Recovery Programs:** Provided internal IT infrastructure, system security, and technology support to facilitate the construction company's compliance with CDBG-DR program requirements. Supported secure data management, electronic document control, reporting systems, and field communications to ensure seamless project execution and program closeout.

## Contact

877.390.5438

irevnoso@byrdsonservices.com

## Education

Major: Information  
& Communication  
Technology

Bachelor of Science 2020

## Skills

- Data Security, Cybersecurity Risk Management, and Incident Response
- Cloud Solutions Deployment
- Disaster Recovery Planning and Business Continuity for Public Sector Projects
- Technical Support Services for Disaster Recovery and Community Development Programs
- Secure Data Storage, Access Management, and Encryption Standards



# Michael Barborek

## Senior Project Manager

### Contact

☎ 877.390.5438

✉ [mbarborek@byrdsonservices.com](mailto:mbarborek@byrdsonservices.com)

### Education

Major: Marketing

Bachelor of Science  
1987

### Skills

- Program Management for CDBG-DR and FEMA-Funded Projects
- Federal Grant Compliance (2 CFR 200, Davis-Bacon, Section 3)
- Residential Reconstruction, Rehabilitation, and Elevation Oversight
- Quality Assurance/Quality Control (QA/QC) Enforcement
- Project Lifecycle Management (Initiation through Closeout)
- Budget Management and Cost Control
- Subcontractor Management and Contract Administration
- Risk Management and Mitigation Planning
- Regulatory Reporting and Grant Documentation

### Summary

Senior Project Manager with extensive experience overseeing federally funded disaster recovery projects, including CDBG-DR, FEMA Hazard Mitigation, and HUD programs. Skilled in full project lifecycle management, subcontractor oversight, regulatory compliance (2 CFR 200, Davis-Bacon, Section 3), QA/QC enforcement, and grant closeout. Proven ability to deliver resilient, cost-effective, and compliant construction solutions on time and within budget.

### Work Experience

Byrdson Services | Senior Project Manager  
2018 – Present

### Core Expertise:

- Manage disaster recovery projects, ensuring adherence to FEMA regulations and CDBG-DR guidelines, delivering projects on time and within budget.
- Oversee the entire project lifecycle, from planning and budgeting to execution and completion, coordinating with engineers, architects, and subcontractors to ensure all requirements are met.
- Prepare and manage project budgets and schedules, ensuring all cost estimates, resource allocation, and project timelines align with FEMA and local regulatory requirements.
- Supervise subcontractors and vendors, ensuring that their work adheres to FEMA standards, quality control, and safety regulations, particularly related to hazardous materials (e.g., lead and asbestos).
- Ensure compliance with safety protocols, building codes, and zoning laws while monitoring construction activities to meet FEMA standards and mitigate potential risks.
- Report regularly to clients and senior leadership, providing updates on budget status, project milestones, and any risks that could impact project delivery.

### Relevant Program Experience:

- NCORR Residential Reconstruction and Elevation Contracts
- Columbus County Disaster Recovery Project Management
- Texas General Land Office - Residential Reconstruction and Rehabilitation Program



# Tony Edwards

## Project Manager

### Contact

☎ 877.390.5438

✉ [tedwards@byrdsonservice.com](mailto:tedwards@byrdsonservice.com)

### Education

Major: Construction Management

### Skills

- Disaster Recovery Housing Project Management
- Field Operations and Site Management
- Subcontractor Coordination and Oversight
- Federal, State, and Local Regulatory Compliance (HUD, FEMA, 2 CFR 200)
- CDBG-DR, FEMA HMGP, and HUD-Funded Program Execution
- Milestone-Based Project Delivery and Scheduling
- Residential Demolition, Elevation, and Reconstruction Supervision
- Quality Assurance and Quality Control (QA/QC) Management
- Grant-Funded Construction Program Compliance

### Summary

Senior Project Manager with over 20 years of proven field leadership specializing in site operations, subcontractor management, regulatory compliance, and milestone-driven project delivery for disaster recovery housing programs. Experienced in executing federally, state, and locally funded construction projects under HUD, FEMA, and CDBG-DR guidelines, with a strong record of delivering resilient, code-compliant housing solutions on time and within budget. Committed to maintaining the highest standard.

### Work Experience

Byrdson Services | Project Manager  
2023 – Present

### Core Expertise:

- Manage disaster recovery projects from initiation to completion, ensuring adherence to FEMA and CDBG-DR guidelines, project budgets, and timelines.
- Coordinate with engineers, architects, subcontractors, and stakeholders, ensuring efficient project execution, clear communication, and problem-solving during the project lifecycle.
- Monitor project costs, resources, and schedules, ensuring that all project activities remain within budget constraints and are completed on time.
- Enforce safety regulations and compliance standards for all on-site activities, including lead and asbestos management, following FEMA, EPA, and OSHA requirements.
- Prepare and manage project documentation, including contracts, RFIs, change orders, and permits, ensuring accuracy and compliance with legal and regulatory requirements.
- Collaborate with local authorities and regulatory agencies to secure necessary permits and ensure that all aspects of the project meet local zoning, building codes, and safety standards.
- Provide regular project updates to clients, leadership, and stakeholders, detailing milestones, budget status, and any potential risks or delays.

### Relevant Program Experience:

- North Carolina Residential Elevation Programs (multi-county project oversight)
- Columbus County DPS Grant Field Leadership
- Florida DEO Post-Hurricane Michael Housing Recovery Management



# Carl Galvan

## Project Manager

### Contact

☎ 877.390.5438

✉ [carl@byrdsonservices.com](mailto:carl@byrdsonservices.com)

### Education

United States Army  
Medic & Evacuation  
Sergeant

### Skills

- Program Management for Texas GLO CDBG-DR and FEMA-Funded Projects
- Federal Grant Compliance (2 CFR 200, Davis-Bacon, Section 3)
- Residential Reconstruction, Rehabilitation, and Elevation Oversight
- Quality Assurance / Quality Control (QA/QC) Enforcement
- Project Lifecycle Management (Initiation through Closeout)
- Budget Management and Cost Control
- Subcontractor Management and Contract Administration
- Risk Management and Mitigation Planning
- Regulatory Reporting and Grant Documentation

### Summary

An experienced field and project management professional specializing in residential demolition, elevation, and reconstruction projects funded through HUD and FEMA programs. He offers extensive expertise managing all phases of federally funded construction initiatives, with a strong focus on compliance with CDBG-DR regulations, HUD standards, and FEMA hazard mitigation requirements. Recognized for delivering high-quality, resilient projects on schedule and within budget.

### Work Experience

Byrdson Services | Project Manager  
2006 – Present

### Core Expertise:

- Manage all phases of disaster recovery projects, including planning, execution, and closeout, ensuring compliance with FEMA guidelines and CDBG-DR regulations.
- Oversee project schedules, budgets, and resources, ensuring that all project milestones are met within the established timeframes and financial constraints.
- Coordinate with subcontractors, suppliers, and local authorities to ensure smooth project execution and regulatory compliance.
- Enforce safety protocols and ensure that construction activities meet FEMA safety standards, including managing lead and asbestos removal during rehabilitation projects.
- Monitor and track project progress, addressing any delays, cost overruns, or issues that arise during the execution phase.
- Report on project performance, providing updates on budget status, milestone achievements, and potential risks to senior management and clients.
- Implement and enforce company policies, ensuring that quality control and safety standards are maintained throughout all stages of disaster recovery projects.

### Relevant Program Experience:

- North Carolina Acquisition and Demolition Program  
Elevation Projects – FEMA BFE Standard Compliance
- Texas General Land Office - Residential Reconstruction and Rehabilitation Program



# Miguel Esparragoza

Senior Construction Superintendent

## Contact

☎ 877.390.5438

✉ [mesparragoza@byrdsonservices.com](mailto:mesparragoza@byrdsonservices.com)

## Education

Major: Construction Management

Bachelor of Science  
2004

## Skills

- FEMA & CDBG-DR Construction Oversight
- Residential Reconstruction and Elevation Management
- HUD Building Standards and Local Code Compliance
- Lead-Based Paint and Asbestos Abatement Supervision
- OSHA and EPA Safety Enforcement
- Subcontractor and Trade Crew Coordination
- Field-Based Quality Control & Site Inspections
- Schedule Management and Critical Path Monitoring
- Material Procurement and Inventory Oversight

## Summary

Senior Construction Superintendent with extensive experience leading residential reconstruction, rehabilitation, and elevation projects under CDBG-DR, FEMA, and other federally funded disaster recovery programs. Skilled in supervising field operations, coordinating subcontractors, enforcing HUD and local code compliance, and ensuring project delivery on time and within budget. Adept at navigating complex logistics in post-disaster environments, maintaining high standards for safety, quality, and regulatory adherence. Proven ability to manage high-volume workloads and deliver resilient, code-compliant housing in support of long-term community recovery.

## Work Experience:

Byrdson Services | Senior Construction Superintendent  
2020 – Present

## Core Expertise:

- Lead and supervise all on-site construction activities for FEMA- and CDBG-DR-funded disaster recovery projects, ensuring strict adherence to safety standards, quality benchmarks, and project timelines.
- Enforce federal and environmental safety protocols, including lead-based paint and asbestos hazard management, in compliance with EPA, OSHA, and FEMA regulations.
- Coordinate daily operations among subcontractors, vendors, and construction crews, ensuring work aligns with project specifications, HUD standards, and grant requirements.
- Conduct regular site inspections, track progress, resolve field issues, and report milestones to project managers and executive leadership.
- Monitor project budgets and control material usage to ensure cost efficiency, waste reduction, and alignment with federal grant cost principles (2 CFR 200).
- Collaborate with architects, engineers, and project stakeholders to resolve construction conflicts, address field discrepancies, and maintain workflow continuity.
- Implement and uphold company-wide safety policies, quality assurance protocols, and site supervision practices to foster a compliant, efficient, and safe work environment.
- Ensure full compliance with local building codes, zoning ordinances, and federal disaster recovery guidelines, including HUD and FEMA construction standards.

## Relevant Program Experience:

- Hurricane Harvey Recovery: Supervised the rehabilitation of 150+ homes, ensuring FEMA compliance and safety protocols.
- Hurricane Katrina Recovery: Managed subcontractors, hazardous material removal, and site safety for disaster recovery projects.



# Eduardo Barragan

## Field Supervisor

### Contact

☎ 877.390.5438

✉ [ed@byrdsonservices.com](mailto:ed@byrdsonservices.com)

### Education

Thomas Jefferson  
High School 1986

### Skills

- Field Management of Disaster Recovery Projects
- CDBG-DR Site Operations and Compliance
- FEMA-Funded Housing Repair Oversight
- Residential Reconstruction and Elevation Projects
- Enforcement of OSHA Jobsite Safety Standards
- Environmental Hazard Controls (Lead & Asbestos – EPA RRP)
- Crew Scheduling and Subcontractor Coordination
- Quality Assurance and Field Inspections
- Compliance with HUD Housing Rehabilitation Guidelines

### Summary

Hands-on expertise in overseeing residential reconstruction, elevation, and rehabilitation projects within CDBG-DR and FEMA disaster recovery programs. Proven ability to manage on-site operations, enforce strict safety and quality protocols, and drive subcontractor performance. Experienced in navigating complex compliance requirements while delivering timely, cost-effective results in fast-paced, post-disaster environments

### Work Experience:

Byrdson Services | Field Supervisor  
2012 – Present

### Core Expertise:

- Supervise on-site construction teams, ensuring all work is completed on schedule and within budget, while adhering to FEMA and CDBG-DR project requirements.
- Enforce safety regulations, conducting regular site inspections to ensure compliance with OSHA, EPA, and FEMA standards, particularly for lead and asbestos management.
- Manage subcontractors and vendors, ensuring their work meets project specifications and safety standards, and troubleshooting any issues that arise on-site.
- Track and report on project progress, providing regular updates to project managers and clients, highlighting any risks or issues that need attention.
- Coordinate with project managers, engineers, and architects to ensure smooth communication and effective resolution of any construction-related issues.
- Monitor and control project budgets and expenses, identifying opportunities for cost savings, waste reduction, and efficiency improvements.
- Manage material deliveries and on-site inventory, ensuring timely availability of materials and equipment necessary for construction activities.

### Relevant Program Experience:

- NCORR Elevation and Rehabilitation Program Site Supervision
- CDBG-DR Housing Recovery Field Operations



# Donald Castro

## Field Supervisor

### Contact

☎ 877.390.5438

✉ [dcastro@byrdsonservices.com](mailto:dcastro@byrdsonservices.com)

### Education

Major: Civil  
Engineering

Bachelor of Science 2019

### Skills

- Field Leadership in Disaster Recovery Programs
- Compliance with CDBG-DR & FEMA Construction Protocols
- Residential Rehabilitation and Elevation Oversight
- Contractor Performance and Workflow Supervision
- Incident Response and Jobsite Coordination
- Code Enforcement (HUD, Local Building Codes)
- Construction Timeline Management
- Safety Auditing and On-Site Hazard Prevention
- Stakeholder and Homeowner Interaction
- Documentation Control & Daily Field Reporting

### Summary

Experienced Field Supervisor with a strong background in managing residential reconstruction, rehabilitation, and elevation projects funded through CDBG-DR and FEMA disaster recovery programs. Skilled in directing on-site construction activities, supervising subcontractor crews, and enforcing safety, quality, and regulatory standards. Proven ability to maintain project schedules, support homeowner communication, and ensure full compliance with HUD, OSHA, EPA, and local building codes in fast-paced, post-disaster environments.

### Work Experience

Byrdson Services | Field Supervisor  
2024 – Present

### Core Expertise:

- Supervise on-site construction crews, subcontractors, and vendors, ensuring project schedules and budgets are adhered to, while maintaining FEMA compliance.
- Conduct daily site inspections to assess progress, identify issues, and enforce compliance with safety protocols, quality standards, and regulatory requirements, particularly regarding lead and asbestos management.
- Coordinate with project managers, engineers, architects, and other stakeholders to resolve design discrepancies, ensure project goals are met, and facilitate efficient execution.
- Monitor and control project expenses and resources, identifying opportunities for cost savings, waste reduction, and efficiency improvements.
- Ensure timely availability of materials by managing material deliveries, inventory, and on-site storage, ensuring all materials are available when needed for construction activities.
- Enforce company policies and best practices to maintain a safe and productive work environment, minimizing accidents and project delays.

### Relevant Program Experience:

- North Carolina Demolition and Hazard Mitigation Projects
- FEMA-funded Elevation Compliance Operations



# Gabriel Cano

## Field Supervisor

### Contact

📞 877.390.5438

✉ [gcano@byrdsonservices.com](mailto:gcano@byrdsonservices.com)

### Education

Major: Civil  
Engineering

Bachelor of Science 2019

### Skills

- Strategic Field-Level Problem Solving
- Construction Crew and Subcontractor Management
- Fast-Paced, Deadline-Driven Execution
- FEMA/CDBG-DR Compliance Oversight
- QA/QC Enforcement and HUD Standards
- Homeowner Communication & Conflict Resolution
- Client Relations and Customer Service Excellence
- Regulatory Inspections and Permit Coordination
- Jobsite Logistics and Resource Planning

### Summary

Oversees day-to-day field operations for residential reconstruction, rehabilitation, and elevation projects under CDBG-DR and FEMA-funded disaster recovery programs. Ensures construction crews adhere to HUD standards, FEMA guidelines, local building codes, and environmental safety protocols, including lead and asbestos compliance. Coordinates with subcontractors, enforces project timelines, and maintains quality control to ensure homes are delivered safely, on time, and in full regulatory compliance.

### Work Experience

Byrdson Services | Field Supervisor  
2023 – Present

### Core Expertise:

- Supervise and manage on-site construction crews, subcontractors, and vendors, ensuring adherence to FEMA regulations, safety standards, and project schedules.
- Conduct daily site inspections, monitoring progress, identifying potential issues, and ensuring compliance with safety protocols, including lead and asbestos management.
- Coordinate with project managers, engineers, and architects to facilitate smooth project execution, resolve discrepancies, and ensure design specifications are met.
- Monitor and control project budgets, ensuring cost-effective resource allocation, material delivery, and on-site storage.
- Enforce company policies and best practices, ensuring a safe, productive work environment while minimizing project delays and safety incidents.
- Ensure timely availability of materials and equipment, tracking inventory, managing logistics, and coordinating deliveries to prevent delays.
- Ensure compliance with local building codes, zoning regulations, and disaster recovery guidelines while managing ongoing project quality assessments and risk management.

### Relevant Program Experience:

- North Carolina Residential Elevation Programs
- Demolition and Debris Management for Acquisition Projects



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# Mark De La Cruz

## Field Supervisor

### Contact

☎ 877.390.5438

✉ [mdelacruz@byrdsonservices.com](mailto:mdelacruz@byrdsonservices.com)

### Education

Major: Industrial  
Engineering

Bachelor of Science  
2015

### Skills

- Disaster Recovery Field Supervision (FEMA, CDBG-DR)
- HUD Housing Rehabilitation Standards Compliance
- Residential Reconstruction and Elevation Oversight
- OSHA and EPA RRP Safety Enforcement
- CDBG-DR Project Site Coordination
- Subcontractor Oversight and Crew Leadership
- Jobsite QA/QC and Punch List Execution
- Construction Progress Tracking and Daily Field Reports
- Temporary Relocation and Site Access Planning

### Summary

Dedicated Field Supervisor with hands-on experience leading construction crews and site operations for federally funded disaster recovery programs, including CDBG-DR and FEMA. Expertise in managing day-to-day field activities, coordinating subcontractors, and ensuring adherence to HUD, local code, and environmental safety standards. Adept at maintaining production timelines, supporting homeowner engagement, and delivering resilient, code-compliant housing in storm-impacted communities

### Work Experience

Byrdson Services | Field Supervisor  
2024 – Present

### Core Expertise:

- Supervise and manage on-site construction crews, subcontractors, and vendors, ensuring compliance with FEMA regulations and CDBG-DR requirements.
- Conduct daily site inspections to assess progress, identify issues, and ensure adherence to quality control, safety standards, and local building codes.
- Ensure safety compliance by enforcing OSHA and FEMA safety protocols, particularly for hazardous materials such as lead and asbestos.
- Coordinate with project managers, engineers, and architects to resolve design discrepancies, track project milestones, and communicate site goals.
- Oversee material deliveries, inventory management, and storage on-site, ensuring timely availability of materials and equipment to support construction activities.
- Monitor and control project budgets, ensuring expenditures are within planned costs and identifying opportunities for cost savings and efficiency improvements.
- Implement best practices and company policies to maintain a safe, productive work environment, minimizing accidents and delays.

### Relevant Program Experience:

- NCORR Elevation and Demolition Projects
- Texas and North Carolina Disaster Housing Recovery Initiatives



# Ian Calilung

## Permitting Manager

### Contact

☎ 877.390.5438

✉ [icalilung@byrdsonservices.com](mailto:icalilung@byrdsonservices.com)

### Education

Major: Architecture

Bachelor of Science in  
Architecture  
2015

### Skills

- CDBG-DR and FEMA Permit Management
- Municipal and State Regulatory Coordination
- HUD Compliance and Building Code Alignment
- Environmental and Historic Preservation Review (NEPA/SHPO)
- Zoning and Land Use Application Oversight
- Permit Tracking and Expedited Processing
- Site Plan Review and Approval Coordination
- Residential Elevation and Reconstruction Permitting
- Floodplain and Coastal Area Compliance (NFIP)
- Utility Release and Clearance Coordination

### Summary

Detail-oriented Permitting Manager with extensive experience navigating regulatory processes for federally funded disaster recovery projects, including CDBG-DR and FEMA programs. Skilled in managing permit applications, zoning reviews, and code compliance to support residential reconstruction, elevation, and rehabilitation. Proven track record of coordinating with local jurisdictions, ensuring expedited approvals, and maintaining full alignment with HUD, environmental, and municipal permitting requirements in high-volume, post-disaster environments

### Work Experience

Byrdson Services | Project Coordinator  
2023 – Present

### Core Expertise:

- Coordinate the preparation and submission of permit applications, ensuring compliance with local, state, and federal regulations, including FEMA and CDBG-DR requirements.
- Interpret and apply local, state, and federal regulations related to permitting, zoning, and building codes, ensuring all project designs and activities meet legal requirements.
- Collaborate with project managers, engineers, architects, and contractors to ensure that all necessary documents and plans are submitted for permit applications in a timely and efficient manner.
- Track and manage the permit approval process, addressing any issues or delays that may impact project schedules, ensuring that all permits are obtained before construction begins.
- Work closely with local authorities and regulatory bodies to ensure smooth coordination and expedited processing of permits for disaster recovery projects.
- Ensure all projects adhere to FEMA, HUD, CDBG-DR requirements, and safety standards, ensuring compliance across all phases of construction.

### Relevant Program Experience:

- North Carolina Residential Construction Permitting
- City and County Coordination for CDBG-DR Housing Programs



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# Sarah Mendez

Customer Service  
Manager | Accountant

## Contact

📞 877.390.5438

✉️ [smendez@byrdsonservices.com](mailto:smendez@byrdsonservices.com)

## Education

Major: Accounting

## Skills

- Warranty Program Management (FEMA & CDBG-DR)
- Homeowner Communication & Issue Resolution
- Disaster Recovery Case Management
- HUD Housing Rehabilitation & Warranty Compliance
- FEMA Eligibility & Documentation Review
- Post-Construction Warranty Tracking
- Subcontractor Coordination for Deficiency Resolution
- Service Request Intake & Escalation Handling
- Customer Satisfaction Monitoring & Reporting

## Summary

Experienced Customer Service Manager with specialized expertise in warranty coordination and post-construction homeowner support for CDBG-DR and FEMA-funded disaster recovery programs. Skilled in managing service requests, tracking warranty claims, and ensuring timely resolution in compliance with HUD, FEMA, and federal grant guidelines. Adept at maintaining detailed documentation, coordinating with subcontractors and vendors, and supporting homeowner satisfaction through effective communication and issue resolution. Proven ability to navigate high-volume, deadline-driven environments while upholding regulatory and quality standards.

## Work Experience

Byrdson Services | Customer Service Manager | Accountant  
2022 – Present

## Core Expertise:

- Oversee and maintain comprehensive warranty tracking systems for federally funded disaster recovery programs, ensuring accurate documentation of homeowner claims and adherence to CDBG-DR, FEMA, and HUD requirements.
- Serve as the primary liaison between homeowners, vendors, and subcontractors to resolve warranty-related issues, ensuring timely, compliant, and satisfactory outcomes for disaster-affected households.
- Coordinate closely with procurement, project management, and compliance teams to confirm that warranty terms align with construction contracts and applicable federal recovery program regulations.
- Manage warranty cost tracking, generate financial reports, and support audit readiness, ensuring transparency and regulatory compliance under 2 CFR 200, HUD guidelines, and local requirements.
- Prepare and distribute regular performance reports and dashboards, identifying warranty claim trends, response times, and opportunities for process improvement.
- Train and mentor customer service personnel on federal warranty protocols, ensuring consistent application of FEMA/CDBG-DR standards, agency expectations, and internal procedures.

## Relevant Program Experience:

- Homeowner Coordination for North Carolina Residential Elevation Programs
- Warranty Services for Disaster Recovery Housing



# Charlie Vitug

## Project Coordinator

### Contact

☎ 877.390.5438

✉ [cvitug@byrdsonservices.com](mailto:cvitug@byrdsonservices.com)

### Education

Major: Architecture

Bachelor of Science in  
Architecture  
2016

### Skills

- CDBG-DR and FEMA Program Coordination
- Disaster Recovery Project Lifecycle Support
- HUD Compliance and Documentation Management
- Project Scheduling and Milestone Tracking
- Construction Workflow Coordination
- Subcontractor Communication and Task Delegation
- Grant-Funded Project File Maintenance (2 CFR 200)
- Procurement Support and Invoice Review
- Permitting and Regulatory Submission Assistance
- Stakeholder and Interagency Coordination

### Summary

Detail-oriented Project Coordinator with extensive experience supporting federally funded disaster recovery programs, including CDBG-DR and FEMA initiatives. Skilled in managing project schedules, documentation, and compliance workflows across reconstruction, rehabilitation, and elevation projects. Proven ability to coordinate across teams, maintain accurate grant records, and ensure alignment with HUD, local, and federal requirements. Adept at streamlining operations in high-volume environments while supporting timely, compliant, and cost-effective project delivery.

### Work Experience

Byrdson Services | Project Coordinator

2023 – Present

### Core Expertise:

- Coordinate and manage the logistics of disaster recovery projects, working closely with project managers, subcontractors, and suppliers to ensure on-time project execution.
- Assist in developing and maintaining project schedules, ensuring that budgets and resource plans are aligned with FEMA and CDBG-DR guidelines.
- Ensure compliance with building codes, safety regulations, and disaster recovery guidelines for all ongoing projects, focusing on environmental safety and FEMA standards.
- Facilitate communication between stakeholders, including clients, contractors, and engineers, providing timely updates and addressing any concerns that arise during the project lifecycle.
- Manage project documentation, ensuring all contracts, change orders, RFIs, submittals, and permits are accurate, complete, and compliant with project requirements and FEMA guidelines.
- Support procurement activities by issuing purchase orders, tracking deliveries, and ensuring that materials and services are cost-effective and meet FEMA compliance.
- Organize and conduct project meetings, documenting meeting minutes, action items, and progress reports, driving accountability and ensuring alignment with project goals.

### Relevant Program Experience:

- North Carolina Demolition and Elevation Project Coordination
- FEMA and HUD Project Documentation Management



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# Catherine Castro

## Project Coordinator

### Contact

☎ 877.390.5438

✉ [ccastro@byrdsonservices.com](mailto:ccastro@byrdsonservices.com)

### Education

Major: Civil  
Engineering

Bachelor of Science  
2015

### Skills

- Disaster Recovery Program Implementation (FEMA, CDBG-DR)
- HUD and 2 CFR 200 Regulatory Compliance
- Project Timeline and Workflow Management
- Grant-Funded Construction Coordination
- CDBG-DR Eligibility and File Review
- Document Control and Federal Audit Preparedness
- Subcontractor and Vendor Coordination
- Permit Application Tracking and Approval Support
- Housing Rehabilitation and Elevation Scheduling

### Summary

Results-driven Project Coordinator with proven experience supporting large-scale disaster recovery efforts funded by CDBG-DR, FEMA, and other federal grant programs. Skilled in managing project timelines, coordinating with cross-functional teams, and maintaining compliance with HUD regulations and 2 CFR 200. Adept at tracking construction progress, supporting procurement and permitting workflows, and ensuring accurate grant documentation to meet audit and closeout requirements. Committed to delivering responsive, compliant, and efficient support in high-volume, post-disaster environments.

### Work Experience

Byrdson Services | Project Coordinator  
2023 – Present

### Core Expertise:

- Coordinate all project activities, collaborating with project managers, subcontractors, and suppliers to ensure projects meet FEMA and CDBG-DR requirements.
- Assist in the development and maintenance of project schedules, budgets, and resource plans, monitoring progress and identifying potential risks.
- Ensure compliance with FEMA, CDBG-DR, and local building codes by managing project documentation, including contracts, change orders, and permits.
- Facilitate communication between all project stakeholders, ensuring clear updates, clarification of issues, and alignment of project goals.
- Support procurement activities, including obtaining quotes, issuing purchase orders, tracking deliveries, and reconciling invoices to ensure timely and cost-effective material acquisition.
- Organize and lead project meetings, such as kickoff, progress, and closeout meetings, documenting meeting minutes and action items to maintain accountability and project tracking

### Relevant Program Experience:

- NCORR Program Project Administration Support
- State and Local Agency Coordination for Grant Funded Housing Programs



# Jillian Acosta

## Relocation Manager

### Contact

877.390.5438

✉ [jacosta@byrdsonservices.com](mailto:jacosta@byrdsonservices.com)

### Education

Major: Civil  
Engineering

Bachelor of Science Saint  
Louis University 2015

### Skills

- Temporary and Permanent Relocation Planning
- CDBG-DR and FEMA Housing Program Coordination
- Homeowner Communication and Case Management
- Move-Out and Move-In Logistics Coordination
- Eligibility Determination and Documentation
- Tenant and Occupant Rights Education
- Relocation Cost Estimation and Budget Tracking
- Housing Search Assistance and Placement
- Displacement Notices and Appeals Process Management

### Summary

Experienced Relocation Manager with a specialized focus on CDBG-DR, FEMA, and other federally funded disaster recovery housing programs. Skilled in coordinating temporary and permanent relocation efforts in compliance with the Uniform Relocation Act (URA), while supporting displaced homeowners and tenants throughout reconstruction, rehabilitation, and elevation projects. Proven ability to manage logistics, maintain regulatory documentation, and ensure clear communication with program participants, vendors, and local agencies. Adept at navigating complex, time-sensitive relocation processes in high-volume, post-disaster environments.

### Work Experience

Byrdson Services | Relocation Manager

2023 – Present

### Core Expertise:

- Coordinate all phases of temporary and permanent relocation under FEMA- and CDBG-DR-funded disaster recovery programs, ensuring compliance with Uniform Relocation Act (URA) guidelines and timely delivery of services.
- Collaborate with project managers, case managers, subcontractors, and housing providers to ensure seamless move-out/move-in logistics for displaced homeowners and tenants.
- Manage relocation documentation, including Notices of Eligibility, General Information Notices (GINs), leases, and household records, maintaining audit-ready files in compliance with HUD and local requirements.
- Support procurement of temporary housing solutions, moving services, and related vendors, ensuring services are delivered on schedule and within program budgets.
- Serve as the primary point of contact for displaced households, delivering clear communication, guidance, and support throughout the relocation process.
- Identify and mitigate risks related to housing availability, occupant accessibility needs, and program deadlines, implementing proactive relocation solutions.

### Relevant Program Experience:

- CDBG-DR Housing Reconstruction and Elevation Coordination
- State Agency Reporting for Housing Recovery Programs







# **WESTERN NORTH CAROLINA SAFETY MANUAL**

**FOR RESIDENTIAL CONSTRUCTION PROJECTS  
IN MOUNTAINOUS TERRAIN**

# WESTERN NORTH CAROLINA SAFETY MANUAL

## Table of Contents

1. Introduction
  2. Company Commitment to Safety
  3. Jobsite Safety Policies
  4. Hazard Identification in Mountainous Terrain
  5. Equipment and Vehicle Safety
  6. Fall Prevention and Protection
  7. Steep Slope Excavation and Erosion Control
  8. Weather Emergency Action Plan
  9. Site-Specific Evacuation Plans
  10. Hazardous Materials Management
  11. Accident Reporting and Investigation
  12. Fire Prevention and Control
  13. COVID-19 and Public Health Safety Protocols
  14. Subcontractor Safety Requirements
  15. Continuous Improvement and Training
-

# WESTERN NORTH CAROLINA SAFETY MANUAL

## 1. Introduction

Byrdson Services, LLC is committed to maintaining the highest standards of safety across all projects located in the mountainous regions of Western North Carolina. Our approach incorporates specialized hazard mitigation strategies, terrain-specific protocols, and resilient construction practices to manage risks inherent in steep, unstable environments. This manual reflects compliance with OSHA (29 CFR 1926), HUD CDBG-DR regulations (24 CFR Part 570), FEMA guidance, and the North Carolina State Building Code.

## 2. Company Commitment to Safety

Byrdson Services enforces a Zero-Incident Culture by:

- Implementing continuous, proactive hazard assessments.
- Conducting daily documented site safety inspections.
- Requiring real-time two-way radio communication for all remote teams.
- Providing ongoing technical training emphasizing mountainous terrain risks.
- Mandating full regulatory compliance with OSHA 29 CFR 1926, CDBG-DR, NFIP, and State/local building standards.

Image Insert: Team safety briefing in mountainous terrain

## 3. Jobsite Safety Policies

- Mandatory site-specific orientation covering topography, wildlife, and emergency egress.
- PPE requirements: ANSI-rated helmets, slip-resistant boots, high-visibility clothing, and fall arrest systems.
- Emergency contact lists and evacuation maps must be visibly posted onsite.
- Daily Pre-Task Safety Analysis (PTSA) completed and signed before work commences.
- Weekly toolbox talks focusing on slope-specific hazards.

# WESTERN NORTH CAROLINA SAFETY MANUAL

## 4. Hazard Identification in Mountainous Terrain

### Common Hazards:

- Steep slopes (>20%) requiring specialized anchoring and scaffold systems.
- Loose rock, landslides, and unstable soils verified by a geotechnical engineer.
- Flash flood zones: Sites within FEMA Flood Zone A require additional hydrologic assessments.
- Wildlife risks: Proper training on venomous snakes, aggressive wildlife, and insect stings.

### Preventative Measures:

- Installation of FHWA Class A rockfall barriers for debris-prone areas.
- Soil nailing and stabilization mats for slopes steeper than 3H:1V.
- Permanent signage every 10 linear feet in high-risk zones.
- Drone-based aerial inspections monthly during active construction.

Image Insert: Drone surveying mountainous terrain for hazards

## 5. Equipment and Vehicle Safety

- Operators must maintain valid NCCCO or equivalent certifications.
- All heavy machinery operated on slopes must be equipped with inclinometers.
- Vehicles navigating grades >10% must use low gear and brake assist.
- All parked equipment secured with chocks and outriggers; ignition keys removed when unattended.
- Equipment movement restricted during active precipitation events.

Image Insert: Equipment secured on steep grade with proper chocking

# WESTERN NORTH CAROLINA SAFETY MANUAL

## 6. Fall Prevention and Protection

- Mandatory use of fall arrest systems for work exceeding 6 feet (OSHA 1926.501).
- Scaffold systems rated for a minimum 4:1 safety factor, with full perimeter guardrails.
- Tie-off points must be engineered and certified for 5,000 lbs. per attached worker.
- Controlled Access Zones (CAZ) established during leading-edge work.

Image Insert: Certified anchor point installation example

## 7. Steep Slope Excavation and Erosion Control

- Excavations >5 feet require stamped engineered shoring designs.
- Slopes steeper than 1.5H:1V must utilize reinforced erosion control blankets (RECPs) meeting ASTM D6459 standards.
- Diversion ditches and check dams installed at 50-foot intervals downslope.
- All BMPs (Best Management Practices) inspected within 24 hours after rainfall >0.5 inches.

Image Insert: Erosion blanket and diversion ditch on steep site

## 8. Weather Emergency Action Plan

- Site Supervisors monitor NOAA weather alerts and local Doppler radar.
- Lightning: Evacuate jobsite if lightning detected within a 10-mile radius.
- Flash Flooding: Suspend all slope work and heavy equipment use immediately.
- Snow/Ice: Suspend operations if accumulated snow exceeds 2 inches unless cleared.

## 9. Site-Specific Evacuation Plans

- Dual evacuation routes required, clearly marked and maintained.
- Assembly points located above the 500-year floodplain.
- Emergency drills conducted quarterly and after any major site modification.

# WESTERN NORTH CAROLINA SAFETY MANUAL

## 10. Hazardous Materials Management

- All hazardous materials labeled per OSHA 29 CFR 1910.1200.
- Flammable materials stored in UL-listed flammable storage cabinets.
- Secondary containment (110% volume capacity) required for fuel storage near slopes.
- Immediate reporting and cleanup of spills using certified spill response contractors.

## 11. Accident Reporting and Investigation

- All incidents must be verbally reported within 30 minutes and documented within 2 hours.
- Root Cause Analysis (RCA) completed within 24 hours.
- Lessons Learned distributed across all project teams within 72 hours.

## 12. Fire Prevention and Control

- Hot work permits required for any open flame or welding activity.
- Fire extinguishers (Class A, B, and C) located every 100 feet onsite.
- Brush clearing within 20 feet of all work zones to create defensible space.

## 13. COVID-19 and Public Health Safety Protocols

- Compliance with CDC, OSHA 3990 Guidance, and North Carolina Department of Health protocols.
- Isolation areas designated onsite for symptomatic individuals.
- Masking and distancing policies updated monthly based on regional health advisories.

# WESTERN NORTH CAROLINA SAFETY MANUAL

## 14. Subcontractor Safety Requirements

- Mandatory pre-qualification based on EMR < 1.0 and past safety performance.
- Weekly reporting of near-misses and safety observations.
- Subcontractor violations may result in penalties up to and including contract termination.

## 15. Continuous Improvement and Training

- Annual mountain terrain-specific safety refresher training.
- Minimum OSHA 10-hour training for laborers; 30-hour for supervisory roles.
- Monthly Safety Committee Meetings chaired by a Certified Safety Professional (CSP).
- Use of GoCanvas or similar app for daily digital safety reporting and tracking.

Image Insert: Byrdson Services safety training session in mountainous setting

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### Acknowledgment

All personnel must review and sign the Safety Manual Acknowledgment Form prior to beginning work.

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Byrdson Services, LLC | Excellence in Mountain Terrain Construction Safety



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# **QUALITY CONTROL PROGRAM**

**FOR CDBG-DR HOUSING RECOVERY PROJECTS**

# QUALITY CONTROL PROGRAM

## Table of Contents

1. Introduction
  2. Objectives of Quality Control
  3. Roles and Responsibilities
  4. Project Quality Control Plan (PQCP)
  5. Pre-Construction Quality Procedures
  6. Construction Phase Quality Assurance
  7. Specialized Controls for Mountainous Terrain
  8. Environmental and Regulatory Compliance
  9. Subcontractor Quality Management
  10. Inspection and Testing Requirements
  11. Deficiency Management and Correction Procedures
  12. Final Inspections, Punch Lists, and Closeout
  13. Documentation, Recordkeeping, and Reporting
  14. Continuous Improvement and Lessons Learned
-

# QUALITY CONTROL PROGRAM

## 1. Introduction

Byrdson Services, LLC implements a robust Quality Control (QC) Program specifically designed for CDBG-DR-funded construction projects across the mountainous regions of Western North Carolina. This program ensures compliance with HUD CDBG-DR standards, FEMA mitigation guidelines, North Carolina Building Codes, and applicable local ordinances, while addressing the unique challenges of steep slope construction and remote access sites.

## 2. Objectives of Quality Control

- Deliver homes that meet or exceed program specifications, code compliance, and homeowner expectations.
  - Establish proactive quality assurance protocols during all project phases.
  - Prevent deficiencies through comprehensive inspections, training, and performance monitoring.
- Ensure all work aligns with environmental mitigation and flood resilience standards.

## 3. Roles and Responsibilities

- Quality Control Manager (QCM): Certified Building Inspector responsible for managing QC processes.
- Project Manager (PM): Ensures integration of the Project Quality Control Plan into daily operations.
- Site Superintendent: Conducts daily field inspections and enforces immediate corrections.
- Third-Party Inspectors: Perform material testing, geotechnical validations, and final code compliance inspections.

# QUALITY CONTROL PROGRAM

## 4. Project Quality Control Plan (PQCP)

Each awarded project shall have a customized PQCP detailing:

- Scope-specific QC requirements
- Project schedules with quality milestones
- Submittal and shop drawing management
- Site-specific hazard controls (e.g., steep slope stabilization)

PQCPs are submitted to the Program Manager before mobilization.

## 5. Pre-Construction Quality Procedures

- Conduct Pre-Construction Conferences involving all subcontractors, inspectors, and key personnel.
- Verify permits, environmental clearances, and funding agency authorizations.
- Review and approve all shop drawings, engineered designs, and material submittals.

## 6. Construction Phase Quality Assurance

- Daily site inspections using standardized QC checklists.
- Weekly photographic documentation uploaded to the project management system (Procore or equivalent).
- Mandatory testing for critical components (e.g., concrete slump tests, anchor bolt torque verifications).
- Real-time deficiency tracking using digital punch list tools.

## 7. Specialized Controls for Mountainous Terrain

- Mandatory Geotechnical Reports for all new foundation work on slopes >15%.
- Installation verification for slope stabilization systems (e.g., soil nails, erosion blankets).
- Monitoring of drainage systems during and after rainfall events.
- Additional inspections during freeze/thaw conditions to ensure structural integrity.

# QUALITY CONTROL PROGRAM

## 8. Environmental and Regulatory Compliance

- Compliance with NEPA, NFIP floodplain requirements, and local environmental codes.
- Mandatory use of erosion and sedimentation control plans (ESCs) approved by local jurisdictions.
- Testing for lead, asbestos, and other environmental hazards in existing structures prior to demolition or rehabilitation.

## 9. Subcontractor Quality Management

- Subcontractors must submit and adhere to a Site-Specific Quality Plan.
- All subcontractor work is subject to daily inspection by Byrdson Services' QCM.
- Subcontractor performance evaluations are conducted monthly.

## 10. Inspection and Testing Requirements

- Third-party materials testing as required by specification (ASTM, ACI standards).
- Milestone inspections: footing, framing, mechanical, electrical, plumbing, insulation, and final.
- Punch list inspections prior to homeowner walk-through.

## 11. Deficiency Management and Correction Procedures

- Deficiencies must be logged within 24 hours of detection.
- Corrective Action Plans (CAPs) must be submitted by responsible parties within 48 hours.
- Re-inspections are mandatory prior to acceptance.

# QUALITY CONTROL PROGRAM

## 12. Final Inspections, Punch Lists, and Closeout

- Comprehensive punch list created with homeowner involvement.
- Independent Final Inspection Report generated prior to final invoicing.
- Compilation of warranties, operation manuals, and maintenance guides provided to homeowners.

## 13. Documentation, Recordkeeping, and Reporting

- Maintain daily inspection logs and photo documentation.
- Submittal logs and RFI responses tracked electronically.
- All records retained for 5 years post-project closeout to satisfy HUD audit requirements.

## 14. Continuous Improvement and Lessons Learned

- Post-construction project debriefs conducted internally.
- Lessons learned captured and used to refine future PQCPs.
- QC staff attend annual professional development seminars.

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Byrdson Services, LLC | Commitment to Excellence and Compliance in CDBG-DR  
Recovery Construction



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# **COST CONTROL MANUAL**

**FOR RESIDENTIAL CONSTRUCTION PROJECTS**

# Cost Control Manual

## Table of Contents

1. Introduction
  2. Objectives of Cost Control
  3. Budget Development and Approval
  4. Estimating Procedures
  5. Contract and Subcontract Cost Management
  6. Change Order Management
  7. Purchase Order and Vendor Payment Control
  8. Labor Cost Management
  9. Equipment and Material Cost Tracking
  10. Financial Reporting and Monitoring
  11. Cash Flow Management
  12. Retention and Final Payment Procedures
  13. Compliance with Federal, State, and Local Funding Requirements
  14. Fraud Prevention and Cost Integrity
  15. Continuous Improvement and Auditing
-

# Cost Control Manual

## 1. Introduction

The purpose of this Cost Control Manual is to establish standardized procedures for managing, tracking, and controlling all project costs at Byrdson Services, LLC. With decades of experience delivering federally and state-funded projects, Byrdson Services operates with a highly developed financial control system led by an in-house Certified Public Accountant (CPA). Our accounting department ensures adherence to Generally Accepted Accounting Principles (GAAP), 2 CFR Part 200 Uniform Guidance, and HUD CDBG-DR financial management regulations.

## 2. Objectives of Cost Control

- Maintain projects within approved, funder-eligible budgets.
- Proactively forecast and mitigate cost overruns.
- Ensure transparent, auditable, and defensible financial processes.
- Exceed compliance benchmarks for federal, state, and local grants.
- Support strategic, data-driven financial planning and long-term sustainability.

## 3. Budget Development and Approval

- Budgets are developed using industry-specific cost modeling software such as RSMeans and Sage Estimating.
- Budgets must detail direct construction costs, indirect costs (overhead), administrative costs, contingency reserves, and fee structures.
- Executive Management, including the Corporate CPA, must formally review and approve all project budgets.
- Any significant deviation (>10% of original budget) must trigger a formal budget amendment process.

# Cost Control Manual

## 4. Estimating Procedures

- Estimators are required to benchmark unit costs against three independent sources.
- Detailed quantity take-offs must be peer-reviewed by a Senior Estimator and Cost Control Manager.
- Estimates must include escalation factors for material volatility based on published indices.
- Historical cost data from past CDBG-DR, FEMA, and State projects must be incorporated.

## 5. Contract and Subcontract Cost Management

- All subcontractor bids undergo rigorous competitive solicitation managed through Procore or equivalent procurement platform.
- Contracts must stipulate clear scope definitions, unit pricing, allowances, and contingencies.
- Monthly subcontractor billing reconciliations against SOVs are mandatory.
- Subcontractor pay applications are reviewed by both the Project Manager and the Accounting Department before processing.

## 6. Change Order Management

- Change orders must be initiated through a documented Change Event Report.
- Change pricing must be supported by cost breakdowns, backup documentation, and independent cost validation.
- Executive-level approval required for change orders exceeding 5% of the original contract value.
- Change logs are maintained in Procore and reconciled monthly by the Project Accountant.

# Cost Control Manual

## 7. Purchase Order and Vendor Payment Control

- Formal POs must be issued for all purchases exceeding \$500.
- All vendor selections over \$10,000 require three quotes and evaluation justification.
- Vendor invoices must be matched with PO and receiving documentation prior to payment.
- Payment batches must be approved weekly by the CPA and Director of Operations.

## 8. Labor Cost Management

- Daily labor tracking is performed through a digital timekeeping system integrated with accounting software.
- Labor burden costs (insurance, taxes, fringe benefits) must be allocated proportionately per project.
- Field overtime must be pre-approved in writing by Project Management.
- Davis-Bacon certified payroll compliance audits are conducted monthly by the CPA.

## 9. Equipment and Material Cost Tracking

- All owned equipment must have usage logs recorded daily.
- Third-party equipment rentals must be tracked through lease agreements and reconciled monthly.
- Material reconciliation reports must be generated weekly.
- Discrepancies greater than 2% must be investigated and corrective actions documented.

# Cost Control Manual

## 10. Financial Reporting and Monitoring

- Monthly Project Cost Reports (PCRs) must include:
  - Original Budget
  - Approved Changes
  - Committed Costs
  - Actual Costs to Date
  - Projected Costs to Complete
  - Estimated Final Costs
- PCRs are reviewed and approved monthly by the CPA.
- Cost forecasts must include trend analysis and risk contingency updates.

## 11. Cash Flow Management

- Three-month rolling cash flow forecasts required for every project.
- Client invoices must be issued within 5 business days after the billing cycle.
- Weekly Accounts Receivable (AR) meetings conducted with the CPA and Project Managers.
- Cash flow updates must be provided to Executive Management biweekly.

## 12. Retention and Final Payment Procedures

- Retention (typically 10%) is withheld and tracked separately from progress payments.
- Release of retention contingent upon:
  - Final Inspection and Approval
  - Submission of Final Lien Waivers
  - Warranty Documentation Submission
  - As-Built Drawings Receipt
- Retention payment requires final sign-off by the Project Manager, Contract Manager, and CPA.

# Cost Control Manual

## 13. Compliance with Federal, State, and Local Funding Requirements

- Segregation of duties enforced for cost approvals.
- Compliance with allowable cost principles under 2 CFR 200 Subpart E.
- Detailed audit trails maintained for all federally funded expenses.
- Quarterly internal audits and annual external audits required for all grant-funded projects.

## 14. Fraud Prevention and Cost Integrity

- Comprehensive conflict of interest and disclosure training for all purchasing staff.
- Dual signature policy enforced for all disbursements over \$5,000.
- Surprise audits conducted by the CPA and independent third-party auditors.
- Anonymous reporting channels established for ethics violations.

## 15. Continuous Improvement and Auditing

- Post-project financial closeout evaluations required within 30 days of final payment.
- Lessons learned are documented and incorporated into estimating and financial planning processes.
- Continuous software improvements for integration with ERP and accounting systems.
- Annual training and certification updates for accounting staff, estimators, and project managers.

---

Byrdson Services, LLC | Excellence in Project Financial Management, Backed by CPA-Led Expertise

## Licenses and Certifications

Expiration Date

2025

License No.

99400

**North Carolina**

Licensing Board for General Contractors

This is to Certify That:

**Byrdson Services, LLC**

Beaumont, TX

is duly registered and entitled to practice

**General Contracting**

Limitation: Unlimited

Classification: Residential

until

December 31, 2025

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/01/2025

This certificate may not be altered.

*Chairman*

*Secretary-Treasurer*

Chairman

Secretary-Treasurer



**State of North Carolina**

To All Who Shall See These Presents  
Greetings

**Byrdson Services, LLC**  
307 Church Street  
Tarboro, NC 27886

is authorized to engage in the business of

**Manufactured Housing Dealer**

in the State of North Carolina having been duly licensed and  
bonded by the North Carolina Manufactured Housing Board, as required by  
N.C.G.S. 143.8 - 143.28

This license is valid until midnight 06/30/2025

In Witness Whereof, I have hereunto signed my name  
and affixed our Official Seal, in the city of Raleigh.

**North Carolina Manufactured Housing Board**

By *Mike Causey*  
Commissioner of Insurance and Business

License Number  
50181



**CITY OF GOLDSBORO, NORTH CAROLINA**

**BUSINESS REGISTRATION**

REGISTRATION NUMBER: BR-24179-2024

10/1/24  
Date Issued

Company Name: **BYRDSON SERVICES, LLC**

Business Name: **BYRDSON SERVICES, LLC**

Business Type(s):

1245 W CARDINAL DR  
BEAUMONT, TX 77705  
Location

1245 W CARDINAL DR  
BEAUMONT, TX 77705  
Mailing

Expires: June 30, 2025

The above named concern has been registered to do business in  
Goldsboro, subject to the provisions of all ordinances of the City.

*Catherine B. Hyman*  
Revenue Collector

THIS REGISTRATION MUST BE DISPLAYED IN A CONSPICUOUS PLACE

**BOARD OF CERTIFIED SAFETY PROFESSIONALS**

affirms that

**James H Griffin**

Having made application for and given satisfactory evidence of qualification as required  
in the By-Laws; is qualified to receive and is hereby authorized to use the designation

**Certified Safety Professional**

Comprehensive Practice

So long as this certificate of qualification is renewed annually and not revoked

Board of Examiners in witness whereof we have here-  
unto set our hands and affixed the Seal of the Board  
this 10th Day of April, 2023

President *G. Burkhammer*

Secretary *ALP*

Serial No. 17583

**REGISTERED HOUSING SPECIALIST**

**James Griffin**

has received the designation

**Registered Housing Specialist**

Presented by the NCMHA in recognition of successful completion  
of a course of study and a comprehensive examination concerning  
ethical standards and business practices in the manufactured housing industry.

*William B. Grimes*  
William B. Grimes, NCMHA President

*Sheldon*  
Sheldon, NCMHA Secretary

## United States Environmental Protection Agency

This is to certify that



Byrdson Services, LLC

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has  
received certification to conduct lead-based paint inspection, repair and painting activities  
pursuant to 40 CFR Part 745.89

**In the Jurisdiction of:**

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires September 04, 2030

NAT-22286-4  
Certification #  
April 24, 2025  
Issued On



*M. Lee*  
Marc Edmonds, Chief  
Risk Assessment Management Branch 2













































6:27 PM  
05/07/25

Byrdson Services, LLC  
**Statement of Cash Flows**  
January through December 2024

---

Fixed Assets:MB-L-120 Bucket Crusher  
Leasehold Improvements-Puerto R  
NC office-Tarboro NC  
Puerto Rico Assets:Office Furniture-Puerto Rico  
Puerto Rico Assets:Printer-Puerto Rico  
Oscar Sanchez - loan  
Other Receivables  
Prepaid Franchise Tax  
Receivable from Landsuite LLC

Net cash provided by Investing Activities

**FINANCING ACTIVITIES**

1st State Bank 2021 Ford (6114)  
First Financial Truck Loan-4373  
FSB Skid Steer 6116  
GM Financial- 2024 Sierra  
GMC Financial-2025 GMC Sierra  
Equity:Partner's Capital:Partner-Jim Griffin:Draws-Jim Grif..  
Equity:Partner's Capital:Partner-Sally Byrd:Draws-Sally Byrd

Net cash provided by Financing Activities

Net cash increase for period

Cash at beginning of period

Cash at end of period



















































the 1990s, the number of people in the world who are under 15 years of age is expected to increase by 1.5 billion, from 1.1 billion in 1990 to 2.6 billion in 2010.

As the world's population grows, the demand for food and other resources will increase. The world's population is expected to reach 9 billion by 2050, and the demand for food will increase by 50% by 2030.

The world's population is also becoming more urban. In 1990, 54% of the world's population lived in urban areas. By 2010, this is expected to increase to 69%, and by 2030, it is expected to reach 80%.

The world's population is also becoming more diverse. In 1990, 54% of the world's population was of European descent. By 2010, this is expected to decrease to 44%, and by 2030, it is expected to reach 34%.

The world's population is also becoming more educated. In 1990, 54% of the world's population was illiterate. By 2010, this is expected to decrease to 44%, and by 2030, it is expected to reach 34%.

The world's population is also becoming more mobile. In 1990, 54% of the world's population was in the same place as their parents. By 2010, this is expected to decrease to 44%, and by 2030, it is expected to reach 34%.

The world's population is also becoming more affluent. In 1990, 54% of the world's population was living on less than \$2 a day. By 2010, this is expected to decrease to 44%, and by 2030, it is expected to reach 34%.

The world's population is also becoming more healthy. In 1990, 54% of the world's population was expected to die before the age of 50. By 2010, this is expected to decrease to 44%, and by 2030, it is expected to reach 34%.

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the 1990s, the number of people in the world who are under 15 years of age is expected to increase from 1.1 billion to 1.5 billion.

As the world's population grows, the demand for food and other resources will increase. This will put pressure on the environment and on the world's food supply.

One way to meet this demand is to increase the amount of food that is produced. This can be done by using more land for agriculture, by using more water, or by using more fertilizers.

Another way to meet this demand is to reduce the amount of food that is wasted. This can be done by improving the way that food is stored and distributed, or by changing the way that people eat.

There are many other ways to meet this demand, and it is important that we find ways to do so that do not harm the environment or the world's food supply.

One of the most important things we can do is to make sure that we have enough food to eat. This means that we need to make sure that we have enough land, water, and fertilizers to grow food.

We also need to make sure that we have enough food to eat that is healthy and nutritious. This means that we need to make sure that we have enough food that is safe to eat and that is good for us.

There are many things we can do to make sure that we have enough food to eat. We need to work together to find ways to do so that do not harm the environment or the world's food supply.

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As the world's population grows, the demand for food and other resources will increase. This will put pressure on the environment and on the world's food supply.

One way to meet this demand is to increase the amount of food that is produced. This can be done by using more land for agriculture, by using more water, or by using more fertilizers.

Another way to meet this demand is to increase the efficiency of food production. This can be done by using better farming techniques, by using better seeds, or by using better fertilizers.

There are many ways to meet the world's growing demand for food and other resources. It is up to us to decide which way is best.

One of the most important things we can do is to make sure that we are using resources wisely. This means using less water, using less land, and using less fertilizer.

Another important thing we can do is to make sure that we are using the best farming techniques. This means using the best seeds, the best fertilizers, and the best farming methods.

Finally, we can make sure that we are using the best seeds. This means using seeds that are resistant to disease and pests, and that are adapted to the local climate.

By doing these things, we can help to meet the world's growing demand for food and other resources. This will help to make sure that everyone has enough to eat.

There are many other things we can do to help the world's food supply. We can use less water, we can use less land, and we can use less fertilizer.

We can also use better farming techniques, we can use better seeds, and we can use better fertilizers. By doing these things, we can help to make sure that everyone has enough to eat.

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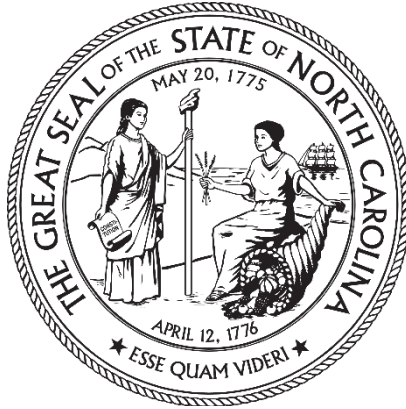
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**STATE OF NORTH CAROLINA  
DEPARTMENT OF COMMERCE**

**Division of Community Revitalization**

**Request for Proposal #: Doc1539254856**

**Residential Demolition, Reconstruction, Rehabilitation, and  
Manufactured Housing Unit Replacement for  
Hurricane Helene impacted Counties**

**Date of Issue: April 16, 2025**

**Proposal Opening Date: May 8, 2025, by 2:00 PM ET**

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

Angie Dunaway  
DCR Procurement Director  
[angela.dunaway@commerce.nc.gov](mailto:angela.dunaway@commerce.nc.gov)  
919-526-8340

**STATE OF NORTH CAROLINA**  
**Division of Community Revitalization (DCR)**

Refer <u>ALL</u> Inquiries regarding this RFP to: <a href="mailto:angela.dunaway@commerce.nc.gov">angela.dunaway@commerce.nc.gov</a>	Request for Proposal # Doc1539254856
	Proposals will be publicly opened: May 8, 2025, at 2:00 pm ET
Using Agency: North Carolina Department of Commerce, Division of Community Revitalization	Commodity No. and Description: 721110 – Single Family Dwelling Construction Services

In compliance with this Request for Proposal (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are offered, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that False certification is a Class I felony and certifies that:

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that:


- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this proposal, Vendor certifies that it has read and agreed to the INSTRUCTIONS TO VENDORS and the NORTH CAROLINA GENERAL TERMS AND CONDITIONS. This procurement complies with the State's own procurement laws, rules and procedures per 2 CFR § 200.317.

**Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.**

COMPLETE/FORMAL NAME OF VENDOR: <b>Byrdson Services, LLC</b>		
STREET ADDRESS: <b>1245 West Cardinal Drive</b>	P.O. BOX: <b>N/A</b>	ZIP: <b>77705</b>
CITY & STATE & ZIP: <b>Beaumont, Texas 77705</b>	TELEPHONE NUMBER: <b>409.203.4075</b>	TOLL FREE TEL. NO: <b>877.390.5438</b>
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE : <b>Same</b>		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: <b>James H. Griffin, CSP - President</b>		FAX NUMBER: <b>409.299.3403</b>
VENDOR'S AUTHORIZED SIGNATURE: 	DATE: <b>4.24.2025</b>	EMAIL: <b>procurements@byrdsonservices.com</b>

**VALIDITY PERIOD**

Offer valid for at least 90 days from date of proposal opening, unless otherwise stated here: \_\_\_\_\_ days, or if extended by mutual agreement of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

**ACCEPTANCE OF PROPOSAL**

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply.

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2025, as indicated on the attached certification, by \_\_\_\_\_ (Authorized Representative of DCR).

## Contents

1.0	PURPOSE AND BACKGROUND.....	6
2.0	GENERAL INFORMATION .....	6
2.1	REQUEST FOR PROPOSAL DOCUMENT AND SCOPES OF WORK.....	6
2.2	ePROCUREMENT FEE.....	7
2.3	NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS .....	7
2.4	RFP SCHEDULE.....	7
2.5	PRE-PROPOSAL CONFERENCE .....	8
2.6	PROPOSAL QUESTIONS .....	8
2.7	PROPOSAL SUBMITTAL.....	9
2.8	PROPOSAL CONTENTS.....	10
2.9	DEFINITIONS, ACRONYMS, AND ABBREVIATIONS .....	10
3.0	METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS .....	11
3.1	METHOD OF AWARD.....	11
3.2	CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION .....	12
3.3	PROPOSAL EVALUATION PROCESS.....	12
3.4	EVALUATION CRITERIA.....	13
3.5	PERFORMANCE OUTSIDE THE UNITED STATES.....	15
3.6	INTERPRETATION OF TERMS AND PHRASES.....	15
4.0	REQUIREMENTS.....	15
4.1	MINIMUM QUALIFICATIONS.....	15
4.2	OTHER REQUIREMENTS .....	16
4.3	PAYMENT STRUCTURE .....	16
4.4	INVOICES .....	17
4.5	HUB PARTICIPATION .....	17
4.6	BACKGROUND CHECKS.....	17
4.7	PERSONNEL .....	17
4.8	VENDOR’S REPRESENTATIONS .....	17
4.9	BOND AND INSURANCE REQUIREMENTS .....	18
4.10	LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS.....	18
5.0	SCOPE OF WORK .....	19
5.1	SCOPE OF SERVICES.....	19
5.2	TASKS/DELIVERABLES.....	20

5.3	REASONABLE ACCOMMODATION REQUESTS.....	29
5.4	ADDITIONAL REQUIREMENTS .....	30
5.5	NOTICE TO PROCEED.....	31
5.6	PROJECT ASSIGNMENT METHODOLOGY .....	31
5.7	LIQUIDATED DAMAGES .....	31
5.8	TRANSITION ASSISTANCE .....	31
6.0	CONTRACT ADMINISTRATION.....	32
6.1	PROJECT MANAGER AND CUSTOMER SERVICE .....	32
6.2	PERFORMANCE .....	32
6.3	DISPUTE RESOLUTION .....	32
6.4	CONTRACT CHANGES .....	32
7.0	REQUIRED VENDOR INFORMATION.....	32
7.1	Vendor Information.....	32
7.2	Company Narrative .....	32
7.3	Company Profile .....	33
7.4	Key Staffing Profile .....	33
7.5	References.....	34
7.6	Litigation History .....	34
7.7	Conflicts.....	34
7.8	Annual Report .....	35
7.9	Safety Information .....	35
7.10	Quality Control Program .....	35
7.11	Cost Control Program.....	35
7.12	Warranty Program.....	36
7.13	Reconstruction Plan Sets (for Vendors seeking to perform reconstruction projects) .....	36
ATTACHMENT A: PROJECT TYPE .....		37
ATTACHMENT B: NORTH CAROLINA INSTRUCTIONS TO VENDORS .....		38
ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS.....		47
ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR .....		63
ATTACHMENT E: HISTORICALLY UNDERUTILIZED BUSINESSES INFORMATION .....		64
ATTACHMENT F: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS.....		65
ATTACHMENT G: DISCLOSURE OF LOBBYING ACTIVITIES.....		66
ATTACHMENT H: EXPERIENCE, QUALIFICATIONS, REFERENCES.....		67

## 1.0 PURPOSE AND BACKGROUND

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The Department of Commerce, Division of Community Revitalization (DCR), is seeking proposals from highly qualified North Carolina licensed general contractors to perform demolition, rehabilitation, and/or reconstruction of single-family residential structures and repair and replacement of Manufactured Housing Units (MHUs) in Western North Carolina counties impacted by Hurricane Helene. Construction shall be in compliance with local, federal and state statutory requirements for grants under the United States Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) program.

The United States Department of Housing and Urban Development (U.S. HUD) announced that the State of North Carolina (the State) will receive \$1,428,120,000 in funding to support long-term recovery efforts following Hurricane Helene (FEMA DR-4827-NC) through the North Carolina Department of Commerce (NCDOC). Of those funds, \$807,354,000 has been allocated for the Reconstruction and Rehabilitation (R&R) Program for single family owner-occupied units and \$57,400,000 has been allocated for Small Rental Reconstruction and Rehabilitation. Community Development Block Grant—Disaster Recovery (CDBG-DR) funding is designed to address needs that remain after all other assistance has been exhausted. These funds will help meet remaining unmet housing, economic development, mitigation, and infrastructure needs destroyed by Hurricane Helene in September 2024. Hurricane Helene brought historic rainfall, strong winds, and tornadoes generated by the storm. On September 27, 2024, former Governor Roy Cooper requested a Major Disaster Declaration from the federal government for thirty-nine (39) North Carolina counties and the Eastern Band of Cherokee Indians. On September 28, 2024, twenty-five (25) counties in the State were declared a major disaster by former President Biden under provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act or P.L. 93-288), approving Individual and Public Assistance (IA and PA) for these counties as well as the Eastern Band of Cherokee Indians. On October 5, 2024, two (2) additional North Carolina counties were declared eligible for federal individual assistance, followed by twelve more counties on October 16, 2024.

### 1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of final Contract execution (the “Effective Date”).

At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to three (3) additional one-year terms. The State will give the Vendors written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract’s then-current term. In addition to any optional renewal terms, and with the Vendor’s concurrence, the State reserves the right to extend the Contract after the last active term.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

## 2.0 GENERAL INFORMATION

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### 2.1 REQUEST FOR PROPOSAL DOCUMENT AND SCOPES OF WORK

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference. DCR, or an Implementation Vendor on behalf of DCR, will issue Scopes of Work for specific project assignments to Vendors that are qualified and awarded pursuant to this RFP. The site-specific Scope of Work will contain requirements, terms, and conditions particular to that project, which are intended to supplement the requirements, terms, and conditions herein.

## 2.2 ePROCUREMENT FEE

This RFP does not incorporate the eProcurement fee; however, the purchase order may be issued through the eProcurement System. See Paragraph 17 of the attached Terms and Conditions as amended. General information on the eProcurement Services can be found at: <http://eprocurement.nc.gov/>.

## 2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions or issues regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiation and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.

## 2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	State	April 16, 2025
Hold <b>Pre-Proposal Conference</b>	State	<b>April 24, 2025, at 10:00 am ET</b> via TEAMS and Call In Number
Submit Written Questions	Vendor	<b>April 28, 2025, by 10:00 am ET</b> <i>Please attend the Pre-Proposal Conference prior to submitting questions.</i>
Provide Response to Questions	State	May 1, 2025
Submit Proposals	Vendor	<b>May 8, 2025, BEFORE 2:00 pm ET (by 1:59:59)</b>
Oral Presentation (optional)	Vendor	TBD (if needed)
Contract Award	State	As soon as possible after evaluation of offers.

## 2.5 PRE-PROPOSAL CONFERENCE

### Urged and Cautioned Pre-Proposal Conference

Date: April 24, 2025  
Time: 10:00 am Eastern Time  
Virtual via TEAMS: [Join the meeting now](#) CLICK the Link to Join the Meeting  
Meeting ID: 252 799 845 437 4  
Passcode: 6Fw9Nf2W  
  
Dial in by phone: [+1 984-204-1487,,387645570#](#)  
Phone conference ID: 387 645 570#  
  
Join on a video conferencing device:  
Tenant key: ncgov@m.webex.com  
Video ID: 111 212 995 2

**Instructions:** Vendor representatives are **URGED** and **CAUTIONED** to attend the pre-proposal conference and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this RFP. A non-mandatory pre-proposal conference is scheduled for this RFP. Submission of a proposal shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this RFP.

Vendor is cautioned that any information released to attendees during the pre-proposal conference, and which conflicts with, supersedes, or adds to requirements in this RFP, must be confirmed by written addendum before it can be considered to be a part of this RFP and any resulting contract.

## 2.6 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time indicated in the RFP SCHEDULE Section above, unless modified by Addendum.

Written questions related to the content of this solicitation, shall be emailed to [angela.dunaway@commerce.nc.gov](mailto:angela.dunaway@commerce.nc.gov) by the date and time specified above. Vendors should enter "Vendor Name\_Builder RFP\_Questions" as the subject of the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

Reference	Vendor Question
RFP Section Number and Section Title	
RFP Page Number	

**PLEASE attend the pre-proposal conference prior to submitting questions.**

Questions received prior to the submission deadline date and time, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to *the electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to this RFP. 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 RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

**Questions or issues related to using eProcurement Sourcing** must be directed to the **eProcurement Help Desk** at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

## 2.7 PROPOSAL SUBMITTAL

**IMPORTANT NOTE: This is an absolute requirement.** Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. The time and date of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal deadline will be rejected.

**Offers must be submitted through eProcurement Sourcing.** For training on how to use eProcurement Sourcing, <https://eprocurement.nc.gov/training/vendor-training>. Questions or issues related to using eProcurement Sourcing must be directed to the eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's proposal(s). Vendors are strongly encouraged to allow sufficient time to upload proposals.

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding to this RFP periodically check the State's eVP website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

The public proposal opening will be held via Microsoft Teams. Below is the information regarding the public solicitation opening. Only Vendor names will be announced at the opening.

Date: May 8, 2025

Time: 2:00 pm ET

Virtual via Teams: [Join the meeting now](#) **CLICK the Link to Join the Meeting**

Meeting ID: 210 056 931 998 4

Passcode: cY2hU9H2

Dial in by phone: [+1 984-204-1487,,731631828#](tel:+19842041487731631828)

Phone conference ID: 731 631 828#

## 2.8 PROPOSAL CONTENTS

Vendor shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's proposal, in the State's sole discretion.

All pages of the RFP should be returned. Organize the offer in the exact order in which items appear in this RFP.

Vendor response to Section 7: REQUIRED VENDOR INFORMATION should not exceed twenty (20) pages. This does not include cover page (title page), cover letter, table of contents, all pages of the RFP, certificate of insurance, compensation experience modification rate (EMR), copy of safety manual, copy of quality control manual, litigation history, and the completed attachments to this RFP.

## 2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found below which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this RFP:

- a) **ACTION PLAN:** the State's Community Development Block Grant-Disaster Recovery (also referred to as the CDBG-DR) Funding Action Plan in Response to Hurricane Helene impacted Counties in Western North Carolina.
- b) **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial offer, made in response to a request by the issuing agency.
- c) **CDBG-DR:** Community Development Block Grant for Disaster Recovery grant.
- d) **CONTRACT LEAD:** The Procurement Contracting Officer listed in the RFP.
- e) **CONTRACT ADMINISTRATOR:** The Division of Community Revitalization program administrator.
- f) **DCR:** The North Carolina Division of Community Revitalization
- g) **ePROCUREMENT SERVICE(S):** The program, system, and associated Services through which the State conducts electronic procurement.
- h) **HUD:** U.S. Department of Housing and Urban Development
- i) **NOTICE TO PROCEED (NTP):** Written notice provided by the Program to begin construction of a Project.
- j) **OFFER:** Vendor (general contractor) entire response to this Solicitation, including all documents and information requested in this Solicitation.
- k) **OSHA:** Occupational Safety and Health Administration; [www.OSHA.gov](http://www.OSHA.gov).
- l) **PRINCIPAL PLACE OF BUSINESS:** The principal place from which the overall trade or business of the Vendor is directed or managed.
- m) **PROGRAM:** Division of Community Revitalization Hurricane Helene Recovery Program.
- n) **PROJECT:** Demolition, rehabilitation, reconstruction, MHU replacement of a specified residential structure.
- o) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.

- p) **RFP:** Request for Proposal
- q) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- r) **SOLICITATION:** This RFP.
- s) **SOP:** Standard Operating Procedures
- t) **SOR:** System of Record
- u) **SOW:** Scope of Work, which is the document that will be issued to assign a specific project to an awarded Vendor and will contain site-specific requirements, terms, and conditions. The Scope of Work will incorporate by reference the Contract resulting from this RFP.
- v) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- w) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.
- x) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

### 3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

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#### 3.1 METHOD OF AWARD

This RFP first seeks to determine the qualifications of general contractors who can provide services including residential demolition, reconstruction, rehabilitation, and MHU repair and replacement. Vendors will be evaluated based on their experience, expertise, references, past performance, financial capacity, proposed methodology, and technical proposal. The State intends to select up to 25 of the most qualified Vendors. Once a pool of the most qualified Vendors is identified, the State will then engage in a Best and Final Offer (BAFO) negotiation phase. Vendors who intend to perform reconstruction projects will be asked for reconstruction plan sets as part of the BAFO process. Plans sets may include traditional Stick-Built construction or modular construction. Costs for all project types will be negotiated during that process as well. More information regarding what the State will seek during the BAFO process is included in Section 3.3. Engaging in a BAFO process with the State does not guarantee that a Vendor will be awarded a Contract pursuant to this RFP.

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. All award decisions shall be in the State's best interest. All qualified proposals will be evaluated, and awards will be made to the Vendors meeting the specific RFP Specifications and achieving the highest and best final evaluation. Prospective Vendors shall not be discriminated against on the basis of any prohibited grounds as defined by Federal or State law.

While the intent of this RFP is to award a Contract to multiple Vendors, the State reserves the right to make separate awards to different Vendors for one or more project types, to not award one or more line items, or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so. The State makes no guarantees as to whether awarded Vendors will receive assignments, the volume of assignments, or the project types of the assignments.

The State reserves the right to waive any minor informality or technicality in proposals received.

### 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 28 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

### 3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

#### **The State will conduct a One-Step evaluation of Proposals:**

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. Only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. Negotiation is anticipated, therefore cost and price shall become available for public inspection at the time of the award.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Upon completion of the evaluation and BAFO process, the State will make award(s) based on the evaluation and negotiation and post the award(s) to the State's eVP website under the RFP number for this solicitation. Pursuant to

01 NCAC 05B .0503, the State reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement.

### **Negotiation and Best and Final Offer (BAFO)**

**Cost:** During the BAFO process, the State will evaluate and negotiate cost by project type, including Reconstruction Base Plan, Reconstruction Site-Specific, MHU, MHU Site-Specific, and Demolition. Rehabilitation low offer determination will be based on Overhead and Profit percentage. The State will provide pricing worksheets for the most qualified vendors to complete and submit.

**Reconstruction Plans:** During the BAFO process, Vendors who intend to perform reconstruction projects may submit reconstruction plan sets for single-family homes, including options for Stick-Built and/or modular homes, for consideration by the program for use in the reconstruction phase of the program. DCR will consider the plans submitted and select one or more plan sets for program use. After DCR identifies its preferred plan set(s), DCR will request reconstruction pricing from the qualified reconstruction Vendors.

The Vendor must obtain permission from the designers for free reuse by the program by any Vendor selected by the Program. Vendors will be responsible for performing site-specific engineering requirements when using the plan set selected by DCR for program use. Plan sets will be required to have 2 bathrooms. Vendors providing plan sets should provide a minimum of a 2-bedroom, 3-bedroom, and 4-bedroom plan set. Multiple plan sets per configuration are allowed if the Vendor believes it best addresses construction challenges in western North Carolina.

<b>Bedroom / Bathroom Configuration</b>	<b>Conditioned Square Footage</b>
2 Bedroom / 2 Bathroom	1000 – 1200 SF
3 Bedroom / 2 Bathroom	1200 – 1500 SF
4 Bedroom / 2 Bathroom	1300 – 1700 SF

Submitted plan sets should provide sufficient detail for DCR to assess suitability for the program and for Vendors to provide accurate pricing. Full construction drawings are not necessary at this time, but, if selected, will be required within 14 days of contract execution.

DCR prefers plan sets that align with the types of homes constructed in western North Carolina, offer reasonable cosmetic variability, accommodate reasonable home elevation, and anticipate unique topographical and lot size/set back challenges. Accessibility will be offered to all applicants with approved disability modifications. Preferred plan sets will account for the accessibility requirements detailed in this Solicitation.

### **3.4 EVALUATION CRITERIA**

Per RFP Section 5.1 SCOPE OF SERVICES, General contractors may choose to submit an offer for MHU project types only, for rehabilitation and reconstruction projects only, or for both, to be indicated in Attachment A.

- **Project Type 1: MHU projects.** General Contractors may select to apply for MHU repair, replacement, and relocation projects only and not be considered for reconstruction, repair, or demolition project assignments.
- **Project Type 2: Rehabilitation and Reconstruction projects (non-MHU).** General Contractors who are selected for rehabilitation and reconstruction award types will be considered for reconstruction, repair, or demolition project assignments.

It is the intention of DCR to identify qualified vendors on the basis of demonstrated competence and qualification for the type of professional services required without regard to fee at this stage, and thereafter to negotiate for those services at a fair and reasonable fee with the most qualified vendors. Because DCR will solicit plan sets for the reconstruction work, for the avoidance of doubt, it will separate the evaluation of qualifications from the price negotiation pursuant to NCGS § 143-64.31.

DCR will evaluate responsive proposals based on the following criteria, which are listed in order of importance:

1. Qualifications
  - a. Conformity with the specifications and ability to meet minimum requirements
  - b. Financial stability and solvency
    - i. Ability to meet short-term obligations, debts, liabilities, payroll, and expenses
    - ii. Sufficient cash flow and/or available financing from a financial institution to perform the proposed contract until receiving payment from the state
    - iii. Ability to meet minimum bonding capacity requirements and insurance requirements
  - c. Ability and capacity to perform the work
  - d. Staffing plan
2. Experience
  - a. Years of experience in the business
  - b. Experience with providing construction services for CDBG-DR programs, including number of homes built as part of a CDBG-DR program
  - c. Past performance, including quality and timely construction and safety information
  - d. Experience with relevant policies and requirements (e.g. HUD Community Development Block Grant disaster laws, regulations, and guidelines; the Davis Bacon Act; and Section 3 of the Housing and Urban Development Act of 1968; North Carolina Building Code, Municipal Building Code, local and/or regional Housing Guidelines, if applicable)
  - e. Experience servicing home warranty claims for CDBG-DR programs
  - f. Experience restoring historic properties (for non-MHU projects)
3. References
  - a. Three references for projects of similar type and size performed within the last five years, preferably for state and/or local government entities (See Section 7.5 and Attachment H)
4. Proposed Methodology and Technical Proposal
  - a. How Vendor will ensure quality and timely construction
  - b. How Vendor proposes to manage applicant service including move out, applicant communication, and warranty management
  - c. How Vendor will scale construction services across a broad geography
  - d. How Vendor proposes to accommodate topography and challenging site conditions
  - e. How Vendor intends to attract and retain subcontractors and trades

DCR will evaluate proposals using a narrative evaluation method, where it identifies strengths and weaknesses of each proposal. Once DCR has identified the most qualified Vendors and after it has received cost proposals during the negotiation phase, it will select vendors using a Best Value evaluation methodology, which is defined in statute as the selection of vendors based on “the best trade-off between price and performance, where quality is considered an integral performance factor. The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the vendor's proposal; the vendor's past performance; and the evaluated probability of performing the requirements stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance.” N.C.G.S. § 143-135.9

DCR reserves the right to take any of the following actions: cancel this RFP if funds are not available; disqualify any responses to this RFP for nonconformance to the terms described herein; negotiate with specific Vendors to achieve

the best value; establish a timeline during the negotiation phase for the submission of design plans, cost worksheets, and a best and final offer; and extend the time to respond to this RFP.

### 3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, 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 the 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

### 3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

## 4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification, or believes a change to a requirement would allow for the State to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Proposal Questions Section above.

### 4.1 MINIMUM QUALIFICATIONS

Vendor should indicate that it meets each of the following requirements by providing documentation and/or specific proof of experience and qualifications to carry out each task:

- Vendor must have been in the residential construction business for a minimum of five (5) years, or the principals/owners must have had a minimum of five (5) years of ownership/executive management experience in a previous company that provided residential construction services.
- Vendor must either: 1) hold a current North Carolina general contractor license; or 2) commit to securing such licenses prior to entering any contractual obligations, while meeting the timelines set out herein.

- For Project Type 2 (rehabilitation and reconstruction) Vendor must demonstrate that it has a minimum of three (3) years' experience in the rehabilitation and reconstruction of residential housing funded by Community Development Block Grant Disaster-Recovery funds, or the principals/owners must have had a minimum of three (3) years' experience in the rehabilitation and reconstruction of residential housing funded by the Community Development Block Grant Disaster-Recovery funds.
- For Project Type 1 (MHU replacement), Vendor must demonstrate that it has a minimum of three (3) years' experience in the in the installation of Manufactured Housing Units and that it has the ability to meet the Manufactured Home Construction and Safety Standards (HUD Code) in order for units to meet the definition of manufactured housing and qualify for federal program assistance.
- Vendor must demonstrate as applicable to its proposal for the project type:
  - the ability to carry residential reconstruction projects to completion within 150 days;
  - ability to carry MHU replacement projects to completion within 60 days;
  - ability to carry residential demolition projects to completion within 30 days; and/or
  - ability to carry residential rehabilitation projects to completion within 30 days for projects with a scope <\$50,000, 60 days for projects with a scope >\$50,000 and <\$100,00, 90 days for projects with a scope >\$100,000 and <\$150,000, 120 days for projects with a scope >\$150,000.
  - These timelines do not include pre-construction activities such as engineering.
- For Project Type 2 (rehabilitation and reconstruction) Vendor must demonstrate the ability to, and have experience with, lead based paint and asbestos removal and environmental mitigation related to the rehabilitation and reconstruction of residential properties (DCR will identify lead based paint abatement needs through its environmental review).
- Vendor and/or it's principals/owners must have experience in managing and completing projects of a similar size and nature with respect to disaster recovery.
- Vendor must have experience in achieving compliance and reporting on compliance with state and federal construction laws, regulations and procedures, and producing the payroll documentation necessary for compliance.
- Vendor must be financially solvent, adequately capitalized, and demonstrate it has the financial resources to perform and complete the work and to provide all required warranties.

#### **4.2 OTHER REQUIREMENTS**

- The work to be performed under a contract awarded pursuant to this Request for Proposal will utilize funds provided by HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible and consistent with existing state and federal law, opportunities for training and employment be given to lower-income residents in the project area and contracts for work in connection with this project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the program.
- Vendors must commit to securing and/or maintain office space somewhere within the Western North Carolina Hurricane Helene impacted area for the duration of the project. Vendors should indicate in their narrative proposal where the office(s) is/are anticipated to be located and provide the vendor's plan for staffing each office.
- Vendor must provide a two-year warranty on all materials and workmanship; Vendor will remain liable for defects as provided by North Carolina law.

#### **4.3 PAYMENT STRUCTURE**

Payment will be a fixed fee for construction services based on the scope of work for each project. DCR's implementation vendor will recommend an inspection schedule for each project type and payments will be based on the Vendor completing construction milestones for each project (e.g. foundation, framing, wallboard, final, etc.).

#### **4.4 INVOICES**

Vendors will send monthly invoices to DCR's implementation vendor for validation prior to sending to DCR for payment.

- a) Vendor must submit one monthly invoice within fifteen (15) calendar days following the end of each month in which work was performed.
- b) Invoices must be submitted in electronic format on the Vendor's official letterhead stationery and must be identified by a unique invoice number unless otherwise directed. All invoice backup reports and spreadsheets must be provided in electronic format.
- c) Invoices must bear the correct contract number and purchase order number to ensure prompt payment. Vendor's failure to include the correct purchase order number may cause delay in payment.
- d) Invoices must include an accurate description of the work for which the invoice is being submitted in DCR-approved format, the services provided, the invoice date, the period of time covered, the amount of fees due to Vendor and the signature of Vendor's project manager.

#### **4.5 HUB PARTICIPATION**

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT E: HUB SUPPLEMENTAL VENDOR INFORMATION.

#### **4.6 BACKGROUND CHECKS**

Any personnel or agent of Vendor performing Services under any Contract arising from this RFP may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

#### **4.7 PERSONNEL**

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor's proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

#### **4.8 VENDOR'S REPRESENTATIONS**

If Vendor's Proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not

specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

#### **4.9 BOND AND INSURANCE REQUIREMENTS**

Insurance requirements are indicated in ATTACHEMENT C: NORTH CAROLINA GENERAL TERM AND CONDITIONS, Paragraph 15 (b)(3) Contracts valued in excess of \$1,000,000.

Vendor must maintain performance and payment bonds in an amount equal to the value of the active construction projects issued under the awarded contract. DCR's implementation vendor will award contracts in different amounts based upon the work that is required. Vendor must provide evidence of the maximum performance and payment bonding capacity with the Solicitation Response, and the form of the bond that shall be executed and produced by the selected Vendor at the time of Project assignment. For demolition, rehabilitation, and/or reconstruction of single-family residential structures, Vendor must provide evidence of a minimum bonding capacity of Five Million and No 00/100 Dollars (\$5,000,000) with the Solicitation Response. For Vendors whose intention it is to complete only MHU replacement or rehabilitation projects, Vendor is encouraged to provide evidence of a minimum bonding capacity of Five Million and No 00/100 Dollars (\$5,000,000); however, in its sole discretion, DCR may consider the selection of Vendors who can provide evidence of a maximum performance and payment bonding capacity of not less than Two Million and No 00/100 Dollars (\$2,000,000) for a smaller number of projects. In no event shall the bond requirement be for less than one hundred percent (100%) of a Vendor's amount under contract at any given time. All bonds must be issued by a bonding agent with at least an "A" rating, and the bonding companies must be listed in the Department of the Treasury's Listing of Certified Companies. Bond riders will be required to capture increased costs resulting from approved change orders such that 100% of the project cost is always covered by a valid performance and payment bond.

For the duration of any contract resulting from this Solicitation, Vendor shall acquire insurance and bonds with financially sound and reputable independent insurers, in the type and amount specified in this RFP. The required coverage is to be with companies licensed in the state of North Carolina, with an "A" rating from A.M. Best, authorized to provide the corresponding coverage and must be listed in the Department of the Treasury's Listing of Certified Companies. Work on any contract shall not begin until after Vendor has submitted acceptable evidence of bonds and insurance. Failure to maintain insurance coverage or acceptable alternative methods of insurance shall be deemed a breach of contract. Vendor shall submit acceptable evidence of insurance and bonds not later than seven days following the effective date of a Contract.

#### **4.10 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS**

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- That they abide by the above restriction;
- That they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and

- That such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit ATTACHMENT F: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and ATTACHMENT G: DISCLOSURE OF LOBBYING ACTIVITIES (OMB STANDARD FORM LLL) when responding to this solicitation.

## 5.0 SCOPE OF WORK

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### 5.1 SCOPE OF SERVICES

The selected Vendors will perform, or cause to be performed, MHU replacement, demolition, rehabilitation, or reconstruction of residential construction projects (the "Project"), for Hurricane Helene impacted Counties in Western North Carolina, in compliance with local, federal and state statutory requirements for grants under the United States Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) program. DCR prefers vendors that have experience with the repair of historic properties. DCR makes no guarantee regarding the number of vendors awarded under this solicitation.

General contractors may choose to submit an offer for rehabilitation and reconstruction types, and/or only MHU project types, as described below. While general contractors may choose which project type, DCR nor DCR's implementation vendor makes no guarantee of award, volume of assignments selected contractors will receive, or the project types of assignments selected contractors will receive. General Contractors must clearly state in their response to this RFP (in Attachment A) which project type(s) the GC will perform work. Assignments will not be made outside of the project type selected by the General Contractor during this solicitation process. Demolition only projects are not an option. DCR does not intend to hire construction trades directly.

- **Project Type 1: MHU projects.** General Contractors may select to apply for MHU repair, replacement, and relocation projects only and not be considered for reconstruction, repair, or demolition project assignments.
- **Project Type 2: Rehabilitation and Reconstruction projects (non-MHU).** General Contractors who are selected for rehabilitation and reconstruction award types will be considered for reconstruction, repair, or demolition project assignments.

DCR is procuring an implementation vendor to assist with the implementation of the Reconstruction and Rehabilitation (R&R) Program and the operation of intake centers for program applicants. DCR will use contractors to manage and complete the construction process for homeowners approved for funding through the Reconstruction and Rehabilitation (R&R) Program. DCR and/or DCR's implementation vendor intends to issue multiple Indefinite Delivery/Indefinite Quantity (IDIQ) contracts to create a pool of contractors to perform the services requested under this Solicitation. Related companies or individuals conducting work as an individual/independent entity are permitted to both submit proposals under this RFP. Companies sharing common insurance policies are not considered individual/independent entities.

DCR and/or DCR's implementation vendor shall assign projects to contractors based upon capacity, capability and performance. Vendors that respond to this Solicitation must demonstrate the ability to mobilize within 45 days of award and complete assigned construction projects within the contracted time (not to exceed 150 days for reconstruction projects, 30 days for demolition only, 60 days for MHU replacement projects, and 45 days for rehabilitation projects with a scope <\$50,000, 60 days for rehabilitation projects with a scope >\$50,000 and <\$100,000, 90 days for rehabilitation projects with a scope >\$100,000 and <\$150,000, 120 days for rehabilitation projects with a scope >\$150,000) to reduce potential hazards to public welfare and safety. These timelines do not include pre-construction activities.

To ensure effective Low and Moderate Income (LMI) benefit in the R&R program, the State will prioritize very low and low income households, with the highest prioritization for households with incomes less than 60% of AMI (Area Median Income) as well as households that have one or more of the following characteristics: households with members 62 or older, households with children under the age of 18, and households with special needs or special accommodation requirements (disabled). Further details on these recovery programs, including the State's Action Plan and Program Manuals, can be found on the State's website: [commerce.nc.gov/recovery](https://commerce.nc.gov/recovery). DCR may receive additional State and Federal funds and may require construction services of those funds as well. The Contract Award shall include the similar service for all funds, anticipated and unanticipated, received or managed by DCR during the contract term, at DCR's discretion.

General contractors will be awarded Projects at the sole discretion of DCR and/or DCR's awarded implementation vendor. Vendors must demonstrate the ability to provide services in the thirty-nine (39) counties affected by Hurricane Helene within the timeframe specified in this RFP.

## **5.2 TASKS/DELIVERABLES**

In addition to the services and requirements described in this RFP, Contractors must perform any other ancillary construction-related services that may be required for a given property. Thus, it is imperative that vendors(s) enumerate any other services they can provide. These ancillary services may go beyond what would be required for the repair/construction and/or demolition of a property.

Vendor must be familiar with North Carolina Building Code, Municipal Building Code, local and/or regional Housing Guidelines, if applicable. Each municipality will be nuanced depending on local construction requirements, community recovery needs, program goals and other applicable locally approved program requirements.

### **5.2.1 DEMOLITION**

#### **Demolition Scope of Work**

In certain cases, a property owner may only be eligible for the demolition of his/her home and site restoration of the parcel to open space. The Scope of Work for each demolition will vary but may include, although not be limited to, the following:

- Coordination with the property owner and his/her family from assignment to obtaining a certificate of completion (or permit signoff equivalent) for closing;
- Utility disconnection and deactivation;
- Demolition of existing structure;
- Debris removal in accordance with all federal, state, and local requirements, including the disposal of potential asbestos containing materials;
- Conduct site specific analysis for surveying, zoning, and plot plans;
- Final site restoration to open space.

### **5.2.2 REPAIR**

Eligible applicants may qualify for repair scopes depending on the extent of damage and the policies established by DCR. Eligible applicants with manufactured housing unit (MHU) properties qualify for a repair award type when the estimated cost to repair is less than \$25,000 and the MHU is fewer than five (5) years old, and the property is not otherwise deemed not suitable for rehabilitation.

**Not Suitable for Rehabilitation**

“Not suitable for rehabilitation” is defined as:

- The amount needed to bring the unit to housing habitability standards will exceed the program cap.
- Condemned or tagged for demolition by local jurisdiction.
- Property owners have received a substantial damage letter for the local jurisdiction.
- The housing unit has been demolished.
- Structural assessment by licensed engineer deems the home not safe for rehabilitation.
- The housing unit is a construction on a slab on grade and requires elevation.
- Mobile home units requiring more than \$25,000 in repairs.

Eligible applicants with homes deemed not suitable for rehabilitation may be offered reconstruction assistance, if the applicant owns the land on which the structure sits and reconstruction is feasible. Such eligibility determination will be made by the Division of Community Revitalization and/or DCR's implementation vendor.

**Repair Scope of Work**

Program repairs are intended to repair remaining storm damage and to make the home decent, safe and sanitary. The Division of Community Revitalization Program (“Program”) does not provide “like for like” repairs. Program repairs will be completed using standard economy/builders’ grade materials, not with materials that were there before. For example, if a repair award calls for replacement of cabinets, the program will replace existing cabinets with standard grade cabinets regardless of the grade of the pre-existing cabinets.

Repair Scopes of Work will be limited to those items identified by the program as in need of repair to bring the home back up to safe conditions. Repairs, upgrades or modifications requested by the homeowner will not be considered. For example, if some windows are in need of repair or replacement, the program will replace those windows in need of repair only; other operable windows will not be replaced or repaired.

Standard essential appliances that are not functioning or non-existent at the time of damage assessment will be replaced. Essential appliances include stove/range, oven, water heater and refrigerator only. Dishwashers may be replaced only if a dishwasher previously existed in the home. Repair awards will not include a dishwasher if a dishwasher was not present at time of damage assessment. Washing machines and dryers, microwaves, stand-alone freezers and other non-essential appliances are not eligible for replacement. Any obsolete products replaced as part of the repairs must be replaced with ENERGY STAR®, Water Sense, or other Federal Energy Management Program (FEMP)-designated products or appliances.

Luxury items, including but not limited to, high-end countertops, high-end appliances, stone flooring, security systems, swimming pools, spas, fireplaces, sheds, outbuildings, fences and television satellite dishes are not eligible under this program.

Because repair scopes of work only address items in need of repair for the home to be decent, safe, and sanitary, the Program does not guarantee that work completed as part of a repair award will match other items in the home. Some examples of this include, but are not limited to:

- Flooring replaced in portions of a home may not match flooring in other rooms. The Program will replace flooring by room, to the nearest cased opening;
- Light fixtures replaced may not match pre-existing light fixtures or fixtures in other parts of the home;
- If only a portion of the windows require replacement, all the windows in the home may not match;
- If a portion of the home requires paint, paint in the repaired portion of the home may not match paint in other rooms (interior) or on other elevations (if exterior). The Program will paint whole interior rooms, to the door casing, or whole exterior sections to the next architectural break. Additional rooms or elevations will not be painted for aesthetic reasons alone.

### **Reasonable Accommodations – Repair Award Type**

Applicants who qualify for a repair award type may qualify for reasonable accommodations in rooms/areas where program Scope of Work exists. In general, reasonable accommodations will only be made in repair projects if the program scope of work impacts the item and room where a reasonable accommodation is requested. For example, if the program scope of work does not include removal/replacement of a tub/shower, the program will not modify the existing tub/shower for the sole purpose of installing or modifying the existing facilities to include accessibility features.

If the Program Scope of Work impacts the kitchen, bathroom or entryway in a repair project, the applicant may request reasonable accommodations in those areas. Reasonable accommodations for bathrooms are offered in three (3) tiers, so that the applicant may request the level of accommodation that best suits his/her need.

Applicants who request accommodations in a bathroom may select one (1) of three (3) standard available options. Accessibility modifications will only be made in one (1) bathroom. If the repair project scope includes more than one (1) bathroom, the reasonable accommodation will be installed in the bathroom that is in the program scope of work where modifications are the most feasible within the existing dimensions and scope of work in the room.

The program will not move walls to expand the size of an existing bathroom or move plumbing lines to install an accessibility accommodation. Because repair projects are largely constrained by the size of existing rooms, there is no standard width/length size requirements for tub/shower compartments. The program will attempt to replace tub/showers with fixtures similar in size to the existing fixtures.

### **Bathroom Reasonable Accommodation 1 (RA-1)**

Applicants who opt for Reasonable Accommodation 1 (RA-1) will be provided one (1) bathroom with the following accessibility modifications:

- Tub/Shower combination with blocking and a grab bar
- Chair height toilet with grab bars

### **Bathroom Reasonable Accommodation 2 (RA-2)**

Applicants who request Reasonable Accommodation 2 (RA-2) will be provided one (1) bathroom with the following accessibility modifications:

- Tub/Shower combination with blocking, grab bars, seat and shower wand
- Chair height toilet with grab bars

**Bathroom Reasonable Accommodation 3 (RA-3)**

Applicants who request Reasonable Accommodation 3 (RA-3) will be provided one (1) bathroom with the following accessibility modifications:

- Roll-in shower compartment to fit existing tub/shower space, equipped with grab bars, seat and shower wand
- Chair height toilet with grab bars
- Roll under vanity, only upon request

**Kitchen Reasonable Accommodations**

Applicants may indicate reasonable accommodations to make a kitchen more accessible. Reasonable accommodations in kitchens for repair award types must be accommodations to items included in the Program Scope of Work, and may include:

- Wheelchair accessible cook top (knobs on front of the appliance)
- Roll under kitchen sink

Items not included in the Program Scope of Work will not be modified for the sole purpose of providing an accessibility modification. Accessibility modifications will only be made to the primary kitchen at the property, in the event the property has more than one kitchen.

**Repair Scope of Work**

It is anticipated that homes eligible for rehabilitation will require an array of repairs ranging from minor to major. The Scope of Work for each repaired structure will vary, but may include, although not be limited to, the following:

- Coordination with the property owner and his/her family and case management from assignment to obtaining a certificate of occupancy (or permit signoff equivalent) for closing;
- Coordinating applicant move out, and providing temporary housing, if eligible;
- Development of a thorough scope of necessary repairs using a program-prescribed form;
- Obtaining all necessary state and local permits and approvals prior to the commencement of the work for each structure;
- Providing architectural and house plan renderings (no particular software program has been determined for those renderings and Vendors are encouraged to select a design software that is capable of satisfying local permitting and plan review requirements, including, but not limited to digital seal/signature requirements for professional services);
- Demolition of damaged interior and exterior materials;
- Foundation leveling, repair and/or elevation, including the Vendor providing all structural drawings for the scope when required;
- Structural damage repair;
- Building envelope repair, including:
  - Roof repair or replacement and attendant damage
  - Door and window replacement
  - Siding/veneer repair or replacement
  - Mechanical (HVAC), electrical, and plumbing systems repair or replacement
  - Drywall repair or replacement
- Rough and trim carpentry;
- Surface preparation and painting;
- Flooring repair or replacement;
- Cabinet, countertop and appliance replacement;

- Appliances to be replaced must meet federal register requirements for energy efficiency;
- Lead-based paint mitigation;
- Specialty construction elements associated with historic properties, including coordination with State Historic Preservation Office (SHPO), and other local historic districts and stakeholders in other jurisdictions;
- Addressing special needs accessibility requirements; and Conducting close-outs for each project, which may include obtaining certificate(s) of occupancy from applicable state and local authorities, elevation certificates, flood insurance policies and/or as-built surveys.

### 5.2.3 RECONSTRUCTION

Eligible applicants may qualify for a reconstruction award type when the estimated cost to repair exceeds DCR policy. Eligible applicants with properties otherwise deemed not suitable for rehabilitation may also qualify for a reconstruction award if the applicant owns the land and it is feasible to reconstruct the structure on the property.

Eligible applicants with Manufactured Housing Units (MHUs) may qualify for reconstruction if it is infeasible to replace an MHU on the applicant's property and the applicant owns the land on which the MHU is situated. The Program considers it infeasible to replace an MHU if it must be elevated above the standard 3-foot installation height, if zoning or municipal regulations prohibit installation of a MHU on the property, or if other engineering, environmental or site constraints make installation of an MHU onsite infeasible. Applicants with MHU property types shall not be awarded a reconstruction award on the basis of applicant preference only.

Homes that meet the threshold for a reconstruction award will be demolished and reconstructed in substantially the same footprint, when feasible. Reconstructed homes will meet local building codes and will incorporate HUD building requirements and resilience measures to the extent possible.

#### Size and New Unit Configuration

The Program will provide applicants who qualify for reconstruction awards with standard program floorplan homes. The program offers 2-, 3-, and 4-bedroom homes; all standard floorplans include 2 bathrooms. Which standard floorplan the applicant receives is based on DCR policy. Exceptions to reconstructed home bedroom/bathroom configuration will only be considered if overcrowding exists within the home or if an applicant elects to reduce the number of bedrooms and/or bathrooms to reduce a DOB gap.

To reduce the required time from award to completion as related to reconstruction, the Program will provide plans and specifications for "model homes" available to applicants. The Vendor will be given floor plans only. Architectural and Structural plans will be the responsibility of Vendor. The Vendor is responsible for necessary site surveys and elevation surveys to confirm structure location and base flood elevation. The Vendor is responsible for ensuring completion of all plans required for permit issuance and ultimately, Certificate of Occupancy issuance. The Program has available 2-, 3-, and 4-bedroom "model homes." Standard floorplans are offered in the following square footage ranges only.

Bedroom / Bathroom Configuration	Conditioned Square Footage
2 Bedroom / 2 Bathroom	1000 – 1200 SF
3 Bedroom / 2 Bathroom	1200 – 1500 SF
4 Bedroom / 2 Bathroom	1300 – 1700 SF

Reconstructed homes do not include reconstruction of garages (attached or detached), sheds, pool houses or other outbuildings. Such outbuildings may be demolished during reconstruction to allow enough space for the new home to be built or because such structures pose a health or safety issue. Attached garages are allowable when required by code or HOA requirements.

The following is a non-exhaustive list of items that are not included or considered when determining the floorplan, bedroom/bathroom configuration, or size of the reconstructed home. The Program does not reconstruct like for like:

- Interior or exterior finishes;
- Square footage;
- Number of bathrooms (if more than 2);
- Extra/Bonus rooms such as dens, playrooms, offices, studies, libraries, etc.

### **Reasonable Accommodations – Reconstruction Award Type**

All reconstruction projects are designed with the following accommodations. All reconstructions will receive the following universal accommodations, regardless of whether a Reasonable Accommodation has been requested by the applicant:

- 36” hallways, wide enough to accommodate a standard wheelchair;
- Adequate turning radius for a wheelchair in the kitchen;
- Adequate turning radius for a wheelchair in both bathrooms<sup>1</sup>;
- All doors installed with levers instead of knobs;
- Exterior doors, all bedroom doors and all bathroom doors are 36” wide.

In addition, the applicant may request reasonable accommodations in the bathroom, kitchen, entrance, and/or strobe smoke detectors throughout.

### **Reasonable Accommodations – Bathroom**

Applicants who request accommodations in a bathroom may select one (1) of three (3) standard available options. Accessibility modifications will only be made in one (1) bathroom. By default, the modified bathroom will be the master bathroom, unless otherwise specified on a completed Reasonable Accommodation Request Form.

#### **Bathroom Reasonable Accommodation 1 (RA-1)**

Applicants who opt for Reasonable Accommodation 1 (RA-1) will be provided one (1) bathroom with the following accessibility modifications:

- Tub length of 60” and tub width of 36” in master bath. Hallway bathtub is 60” x 30”, with no seat<sup>2</sup>; grab bars installed in tub/shower enclosure;
- Chair height toilet with grab bars.

#### **Bathroom Reasonable Accommodation 2 (RA-2)**

Applicants who request Reasonable Accommodation 2 (RA-2) will be provided one (1) bathroom with the following accessibility modifications:

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<sup>1</sup> If the applicant requests a reasonable accommodation for the bathroom, the reasonable accommodation will be installed in the bathroom with adequate turning radius for a wheelchair, unless otherwise specified on the Verification of Disability Form.

<sup>2</sup> If a bathroom is removed for scope reduction this may vary.

- Tub/Shower combination with blocking, grab bars, seat and shower wand;
- Chair height toilet with grab bars.

### **Bathroom Reasonable Accommodation 3 (RA-3)**

Applicants who request Reasonable Accommodation 3 (RA-3) will be provided one (1) bathroom with the following accessibility modifications:

- 30" x 60" roll-in shower compartment, equipped with grab bars, seat and shower wand;
- Chair height toilet with grab bars;
- Roll under vanity.

### **Reasonable Accommodation – Kitchen**

Applicants may request reasonable accommodations to make a kitchen more accessible. Standard reasonable accommodations for kitchens in reconstruction project types include:

- Wheelchair accessible cook top (knobs on front of appliance);
- Roll under kitchen sink.

### **Reconstruction Scope of Work**

In certain cases, a property owner may only be eligible for the complete reconstruction of his/her home, either substantially within the same footprint as the prior home (reconstruction) or a different footprint. The Scope of Work for each reconstructed or newly constructed structure will vary but may include, although not be limited to, the following:

- Coordination with the property owner and his/her family from assignment to obtaining a certificate of occupancy for closing;
- Coordinating applicant move out, and providing temporary housing, if eligible;
- Utility disconnection and deactivation;
- Demolition of existing structure;
- Debris removal in accordance with all federal, state, and local requirements, including the disposal of potential asbestos containing materials;
- Providing architectural and house plan renderings that meet the following requirements, at a minimum:
  - Comply with local code requirements;
  - Fiber cement siding or Stucco (for Concrete Block/CMU Homes);
  - Roof shall be constructed with radiant barrier sheathing, ice & water shield with architectural shingles;
  - Strapping and impact resistant window requirements per local code;
  - Vinyl windows;
  - Flooring shall be either carpet or vinyl plank flooring (no sheet goods);
  - Plans must be adaptable for all 3 different accessibility accommodation scenarios outlined herein (RA-1, RA-2, and RA-3);
  - Bedrooms shall be a minimum of 100 SF with a minimum of 25 SF closet space for the master bedroom; and
  - Comply with HUD building requirements.
- Conduct site specific analysis for surveying, zoning, plot plans, elevation and site specific engineering;
- Site preparation;
- Construction of new residential structures including 2-, 3-, and 4-bedroom floor plans in accordance with all applicable local and state codes and standards; and

- Addressing special needs accessibility accommodations in accordance with program guidelines.

#### 5.2.4 MANUFACTURED HOUSING UNITS

Eligible applicants with manufactured housing unit (MHU) properties qualify for a replacement award type when the estimated cost to repair is greater than \$25,000 and/or the MHU is five (5) years old or older. Eligible applicants with MHUs on leased land must have landowner consent to replace an MHU on the land prior to award, or must have identified a suitable alternate location. Homes that meet the threshold for a replacement award will be demolished and a new MHU will be installed in substantially the same footprint, when feasible. MHU projects that require elevation may be awarded reconstruction and will follow the Reconstruction requirements outline in Section 5.2.3.

##### Size and New Unit Configuration

The Program will provide applicants who qualify for replacement awards with 2-, 3-, and 4-bedroom singlewide or doublewide MHUs; all bedroom configurations include 2 bathrooms. Which unit configuration an applicant receives is based on DCR policy. After-market additions are not considered when determining the width or number of bedrooms in the storm damaged MHU (i.e., if a 3rd bedroom was added on to a singlewide 2-bedroom MHU, the home will be considered a 2-bedroom, singlewide MHU). Exceptions to replacement MHU bedroom configuration will only be considered by the County if overcrowding exists within the home or if the applicant elects to reduce the number of bedrooms via scope reduction to reduce or eliminate a DOB gap.

The storm-damaged MHU width configuration will also be based on the width of the storm-damaged MHU. The Program only provides singlewide and doublewide units. Triple-wide or larger units are not provided.

- If the storm damaged MHU was a singlewide, the applicant will receive a singlewide.
- If the storm damaged MHU was a doublewide, triple wide or larger width configuration, the applicant will receive a doublewide.

To reduce the required time from award to completion as related to replacement awards, the Program will task the assigned General Contractor to source an MHU in the awarded singlewide or doublewide bedroom/bathroom configuration. The Program does not offer standard floorplans for MHUs. The Program offers standard bedroom/bathroom configurations in singlewide or doublewide units in the following standard square footage ranges. All MHUs sourced by the program must be HUD approved units. The table below outlines square footage ranges for singlewide and doublewide units.

Bedroom / Bathroom Configuration	Conditioned Square Footage
Singlewide 2 Bedroom / 2 Bathroom	750 – 900 SF
Singlewide 3 Bedroom / 2 Bathroom	1000 – 1200 SF
Singlewide 4 Bedroom / 2 Bathroom	1000 – 1200 SF
Doublewide 2 Bedroom / 2 Bathroom	1000 – 1250 SF
Doublewide 3 Bedroom / 2 Bathroom	1250 – 1500 SF
Doublewide 4 Bedroom / 2 Bathroom	1400 – 1800 SF

Program replacement MHUs do not include replacement or reconstruction of garages (attached or detached), sheds, pool houses, carports or other outbuildings. Such outbuildings may be demolished during construction to allow ample space for the new MHU to be delivered/installed, or in the event such structures pose a health or safety issue. However, the Vendor will be required to satisfy all

community association requirements, covenants, and AHJ requirements such as a mobile home park that requires a car port or shed.

The following is a non-exhaustive list of items that are not included or considered when determining the bedroom/bathroom configuration or size of the replacement MHU. The Program does not provide like for like:

- Interior or exterior finishes;
- Square footage;
- Manufacturer of the storm damaged unit;
- Number of bathrooms (if more than 2);
- Extra/Bonus rooms such as dens, playrooms, offices, etc.;
- After market additions such as additional rooms or covered porches.

### **Manufactured Housing Unit (MHU) Relocation**

The Program allows for replacement of a manufactured housing unit (MHU) in an alternate location only when replacing the MHU in the same location as the storm damaged MHU is not feasible or is prohibited. MHU relocations may be considered under the following circumstances:

- If an otherwise eligible applicant does not own the land on which the storm damaged MHU is situated, and the landowner does not consent to a new unit being replaced on the land;
- If MHU must be elevated above the standard 3-foot installation height;
- If zoning or municipal regulations prohibit installation of a MHU on the property; or
- If other engineering, environmental or site constraints make installation of an MHU onsite infeasible or unreasonable.

The Program does not provide replacement property for applicants. To be allowed to replace an MHU on an alternate property, the applicant must source and obtain ownership or permission to install a MHU at the alternate location. Alternate locations must be zoned to allow for installation of a MHU, have ready access to sewer, water, and electric connections, and must not be located in a 100-year floodplain. Alternate MHU sites must pass an environmental review before the applicant makes a binding commitment to lease or purchase land (environmental reviews will be provided to the GC from the program). If an applicant enters into a binding agreement to lease or purchase alternate land before the program has environmentally cleared the alternate parcel, the applicant may be ineligible for assistance, as this constitutes a choice-limiting action.<sup>3</sup>

### **Reasonable Accommodations – Manufactured Housing Unit Replacement Award Type**

Applicants who qualify for a replacement award type may request reasonable accommodations. Reasonable accommodations in MHU projects are limited by manufacturer specifications and unit availability. Applicants who request reasonable accommodation will be provided with a “wheelchair friendly” MHU.

Wheelchair friendly Mobile Home Units should include at minimum:

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<sup>3</sup> 24 CFR 58.22(a) Neither a recipient nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance under a program listed in § 58.1(b) on an activity or project until HUD or the state has approved the recipient's RROF and the related certification from the responsible entity. In addition, until the RROF and the related certification have been approved, neither a recipient nor any participant in the development process may commit non-HUD funds on or undertake an activity or project under a program listed in § 58.1(b) if the activity or project would have an adverse environmental impact or **limit the choice of reasonable alternatives**.

- One bathroom with:
  - Step-in, low-threshold shower, with threshold no higher than nine (9) inches from the floor covering,
  - Shower wand on an adjustable rail and a seat in the shower, and
  - Comfort height toilet, with seat 17" – 19" above the floor
- Minimum 32" width for exterior doors
- Minimum 36" hallway width, and
- Minimum 32" bathroom and bedroom doors

Additional accommodations, such as hearing-impaired smoke detectors or roll-in/no threshold shower compartments will be considered separately and, on a case-by-case basis, based on the applicant's needs.

### **Manufactured Housing Unit (MHU) Replacement Scope of Work**

Property owners of MHUs may qualify for a MHU replacement award, which consists of the demolition and disposal of the existing MHU and installation of a new MHU, either substantially within the same footprint as the prior home (reconstruction) or a different footprint. The Scope of Work for each MHU replacement will vary but may include, although not be limited to, the following:

- Coordination with the property owner and his/her family for all activities, from assignment to obtaining a certificate of occupancy for closing;
- Coordinating applicant move out, and providing temporary housing, if eligible;
- Utility disconnection / reconnection;
- Demolition of existing structure;
- Debris removal in accordance with all federal, state and local requirements, including the disposal of potential asbestos containing materials;
- Obtaining applicant approval of replacement MHU floorplan;
- Conduct site specific analysis for surveying, zoning, plot plans or any activity required to obtain permits/certificate of occupancy;
- Site preparation;
- Order, delivery and installation of new, HUD-certified MHU and all supporting activities to complete per industry standard;
- Incorporation of accessibility needs prior to key turnover; and
- Provide MHU manufacturer's warranty registered in applicant's name.

### **5.3 REASONABLE ACCOMMODATION REQUESTS**

Physically disabled homeowners, or homeowners with a disabled household member, may be entitled to additional construction considerations such as low threshold showers, bathroom grab bars, outward swinging doors, exterior ramps, comfort height toilet with grab bars or other accessibility features that will assist with an individual's functional needs. DCR and/or DCR's implementation vendor will assess eligibility for these features on a case-by-case basis per assistance benefit type. Awards may include expenses for additional costs related to accessibility modifications for the disabled.

Reasonable accommodations are available for repair, reconstruction, and MHU replacement projects. Standard reasonable accommodations to the bathroom for each repair or reconstruction award type are offered in three 'tiers' to allow each applicant to select the level of modification most appropriate for his/her household. Applicants for any award type may also request reasonable accommodations including a "no step" entrance or strobe smoke detectors.

Standard reasonable accommodations for home entrance and strobe smoke detectors are standard for all award types. A no step entrance is a home entrance that has no steps and a minimal threshold. Only one (1) no step entrance will be installed upon request, per property. If a home is above grade, a no step entrance may require installation of a ramp or lift. Homes on grade may not require installation of anything to accommodate a no step entrance. Ramps will be the preferred method to achieve a no step entry. Lifts will be considered on a case-by-case basis, based on cost reasonableness compared to the cost of a site-built ramp, site conditions, and local zoning/set back requirements.

#### **5.4 ADDITIONAL REQUIREMENTS**

These requirements apply to both project types included in this solicitation:

- Provide professional labor, equipment, and materials adequate to perform the work in accordance with the Scope of Work issued for each eligible applicant's residential structure while ensuring that all applicable housing standards and codes are met;
- Comply with all applicable local, state and federal laws, regulations, and guidelines, which may include: HUD Community Development Block Grant disaster laws, regulations, and guidelines; the Davis Bacon Act, as applicable; and Section 3 of the Housing and Urban Development Act of 1968;
- Mobilize in the Western North Carolina Hurricane Helene impacted counties within 45 days from the execution of a Contract;
- Provide documentation and tracking of construction progress in the program system of record and upon request by any DCR or DCR implementation vendor staff;
- All communications, updates, interactions, site visits, etc. with any applicant or in direct support of progressing an applicant must be recorded in the system of record supporting the program implementation. It is expected that General Contractors will input notes in the system of record no less than twice weekly for all assigned, active projects. System of record access will be provided to awarded vendors by DRC's implementation vendor;
- Meet with the program and individual property owners to review the Scope of Work to be performed, including establishing a work schedule acceptable to property owners and reviewing work upon final inspection. The initial meeting between the general contractor, applicant and Program will be done through a preconstruction meeting at one of the Program offices located within the Western North Carolina Hurricane Helene impacted counties area;
- Start construction activities within 90 days of the Pre-Construction phase from project assignment to Notice to Proceed. The 90-day Pre-Construction phase starts at the time of Cost estimate approval and execution of the project work order;
- Meet Program 150-day Construction Phase completion requirement from the Notice to Proceed to passed Final Inspection for reconstruction projects, 30-day Construction Phase completion requirement from the Notice to Proceed to passed Final Inspection for demolition only, 60-day Construction Phase completion requirement from the Notice to Proceed to passed Final Inspection for MHU replacement projects, and 30-day Construction Phase completion requirement from the Notice to Proceed to passed Final Inspection for rehabilitation projects with a scope <\$50,000, 60-day Construction Phase completion requirement from the Notice to Proceed to passed Final Inspection for rehabilitation projects with a scope >\$50,000 and <\$100,00, 90-day Construction Phase completion requirement from the Notice to Proceed to passed Final Inspection for rehabilitation projects with a scope >\$100,000 and <\$150,000, 120-day Construction Phase completion requirement from the Notice to Proceed to passed Final Inspection for rehabilitation projects with a scope >\$150,000;
- Meet all federal, state and local requirements for the transport and disposal of municipal solid, industrial, hazardous and other wastes from demolished structures;
- Provide a two-year warranty for all work performed; and
- Assist homeowners in vacating their damaged home, if necessary.

## **5.5 NOTICE TO PROCEED**

A notice to proceed (NTP) will be issued by the DCR implementation vendor. No onsite construction activities are to proceed without an NTP.

## **5.6 PROJECT ASSIGNMENT METHODOLOGY**

DCR's implementation vendor will assign projects to general contractor's based on the general contractor's performance history and the general contractor's capacity to take on additional jobs at the time the project is ready to be assigned.

All project Scopes of Work shall be in writing, and shall include a scope of services, a list of tasks to be performed by the general contractor, a time schedule, a list of deliverables, if any, and such other information or special conditions as may be necessary for the work requested.

Initial assignment of projects will be based on the implementation vendor's construction management methodology. DCR's implementation vendor will determine which GC is best suited to receive an assignment by considering factors including, but not limited to, the location and award type of projects, GC capacity at the time the project is ready for assignment, and GC score at time of assignment. As such, the highest scoring GC at the time projects are ready for assignment is not guaranteed to receive the projects.

GCs who are assigned projects can accept or reject the project. If projects are rejected, the GC must provide an explanation for why they were rejected. Rejection of projects may impact the likelihood of the GC receiving additional projects.

If a project must change award type after being assigned, DCR's implementation vendor reserves the right to assign the project with new award type to the same GC who accepted the project originally, or to a different contractor who is more suitable to complete the project at the time the project is again ready for assignment. Although rare, projects may change award type for a variety of reasons including but not limited to zoning regulations, changed property conditions, change order, or municipal regulations.

Projects may be taken away from assigned GCs if performance, capacity or customer service fail to meet DCR's expectations.

## **5.7 LIQUIDATED DAMAGES**

The Program has set liquidated damages for not completing the work within 150 calendar days for reconstruction projects, 60 calendar days for MHU replacement projects, 30 calendar days for demolition projects, and 30 calendar days for rehabilitation projects with a scope <\$50,000, 60 calendar days for rehabilitation projects with a scope >\$50,000 and <\$100,00, 90 calendar days for rehabilitation projects with a scope >\$100,000 and <\$150,000, 120 calendar days for rehabilitation projects with a scope >\$150,000 commencing on the date specified in written Notice to Proceed, including all officially approved extensions thereto, to be One Hundred Dollars and No/100 (\$100.00) PER DAY, per individually assigned Project. The Contractor may be liable for liquidated damages in the amount of One Hundred Dollars and No/100 (\$100.00) PER DAY, per affected Projects, if Contractor fails to complete the work within the contracted period. Additionally, DCR will not compensate the general contractor for storage fees or temporary housing expenses beyond the approved construction timelines.

## **5.8 TRANSITION ASSISTANCE**

If the contract, or any part thereof, is not renewed or is terminated for any reason, or as part of the closeout process, the Vendor shall provide, at DCR's sole discretion, immediate and ongoing transition assistance to the new Vendor until the project is complete.

## **6.0 CONTRACT ADMINISTRATION**

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### **6.1 PROJECT MANAGER AND CUSTOMER SERVICE**

The Vendor shall designate and make available to the State a Project Manager. The project manager shall be the State's point of contact for contract related issues and issues concerning performance, progress review, scheduling, and service. The services of the Project Manager will not be invoiced. The Project Manager will be a representative of the Vendor authorized to make decisions on its behalf.

### **6.2 PERFORMANCE**

The Contract Administrator for the State will conduct quarterly performance reviews of performance under the contract. The format and content of the quarterly review will be shared with the Vendor Project Manager. The quarterly performance reviews will assess the onsite staff and Vendor's compliance with the Scope of Work and the individual performance of the onsite contract staff as needed. The performance reviews may include requirements of the Vendor to take corrective action related to onsite staff performance.

### **6.3 DISPUTE RESOLUTION**

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the State's Contract Administrator for resolution. A claim by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

### **6.4 CONTRACT CHANGES**

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the State and Vendor.

## **7.0 REQUIRED VENDOR INFORMATION**

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Vendor response should not exceed twenty (20) pages.

### **7.1 Vendor Information**

Vendor must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this Solicitation and to provide the services within the timeframe (period of performance) described in this RFP.

### **7.2 Company Narrative**

A detailed narrative explaining why Vendor is qualified to provide the services in this RFP, focusing on its company's key strengths and competitive advantages. Vendor must provide a summary of capacity based on past experience including, at minimum, number of projects completed annually on a single program, number of projects assigned at a single time on a single program.

### 7.3 Company Profile

A company profile to include:

- a) The company ownership structure (corporation, partnership, LLC, or sole proprietorship), including any wholly-owned subsidiaries, affiliated companies, or joint ventures. (*Please provide this information in a narrative and as a graphical representation*). If Vendor is an Affiliate of, or has a joint venture or strategic alliance with, another company, please identify the percentage of ownership and the percentage of the parent's ownership. Finally, please provide a proposed operating structure for the services requested under this Solicitation and which entities (i.e. parent company, Affiliate, Joint Venture, subcontractor) will be performing them;
- b) The year the company was founded and/or legally organized. If organized as a business entity other than a sole proprietorship (e.g., corporation, LLC, LLP, etc.), please indicate the type of entity, the state under whose laws the company is organized and the date of organization;
- c) The location of company headquarters and any field office(s) that may provide services for any resulting contract under this Solicitation, including subcontractors. Identify the location(s) served by your company;
- d) The number of employees in the company, both locally and nationally, and the location(s) from which employees may be assigned;
- e) The name, title, mailing address, e-mail address, telephone number, and fax number of Vendor's point of contact for any resulting contract under this Solicitation;
- f) Whether the company has ever been engaged under a contract with the state of North Carolina. If "Yes," specify when, for what duties, and for which project; and
- g) Whether the company has ever been engaged under a contract for CDBG funded residential construction and whether you were involuntarily terminated from participation in the program or voluntarily ceased participation in the program without completing all construction projects.

NOTE: A Company that is not organized under the laws of the state of North Carolina must register with the State before it may transact business in North Carolina.

### 7.4 Key Staffing Profile

Vendor must provide a key staffing profile and résumés for staff that will be responsible for the day-to-day performance of the services required under this Solicitation. Vendor shall designate a dedicated construction lead who will be located in the Western North Carolina Hurricane Helene recovery area.

Staff members listed in the Key Staffing Profile who are independent contractors and not employees of the Vendor may also qualify as subcontractors. Vendor shall use only licensed subcontractors as required by the State of North Carolina.

Vendor's staffing profile must not reflect a greater than 8:1 jobsites to superintendent ratio.

Vendor must identify which employees, including if applicable the Project Manager, will be physically located in the responding area as regular face-to-face meetings with the program and applicants will be required (i.e., mandatory preconstruction meetings with applicants for each application).

Key staff must include the following (DCR prefers for the three referenced positions to be held by three separate individuals qualified to perform each role):

- **Project Manager** – The project manager is the individual who is ultimately responsible for all Program CDBG-DR related operations. The project manager is accountable for planning and allocating resources, preparing

budgets, monitoring progress, and keeping applicants and DCR's implementation vendor informed throughout the project lifecycle;

- **Superintendent(s)** – Superintendents are responsible for managing a group of individual project sites. Superintendent(s) should manage a maximum of eight (8) active project sites at any given time.
- **Warranty Coordinator** – The warranty coordinator is responsible for ensuring timely completion of all warranty claims assignable to the General Contractor. The warranty coordinator is responsible for recording warranty claims in the program system of record, communicating with the applicant to schedule warranty repairs and keep the applicant apprised of progress to completion of the repairs. The warranty coordinator is also responsible for providing evidence of completed warranty repairs to the program.

## 7.5 References

Vendor shall provide a minimum of three references for projects of similar type and size performed within the last five years, preferably for state and/or local government entities. DCR reserves the right to check references prior to making any award hereunder. Any negative responses received may be grounds for disqualification of the proposal. DCR reserves the right to contact programs other than those listed by the Vendor in which DCR knows the Vendor participated.

Vendor must verify current contacts. Information provided shall include:

- a) Client name;
- b) Project description;
- c) Total dollar amount of project;
- d) Key staff assigned to the referenced project that will be designated for work under this Solicitation; and
- e) Client project manager name, telephone number, and e-mail address. Vendors who do not provide accurate contact information (e-mail addresses and phone numbers) waive the right to have those references considered in the evaluation of their Solicitation Response.

## 7.6 Litigation History

Vendor must include in its Solicitation Response a complete disclosure of any actual or alleged breaches of contract, which have been asserted or claimed against it. In addition, Vendor must disclose any civil or criminal litigation or investigation pending at any point during the last three years to which Vendor is/was a party or in which Vendor has been judged guilty or liable. For each instance of litigation or investigation, Vendor shall list: basic case information (e.g., cause number/case number, venue information, names of parties, name of investigating entity); a description of claims alleged by or against Vendor or its parent, subsidiary, or other affiliate; for each resolved case, a description of the disposition of Vendor's involvement (e.g., settled, dismissed, judgment entered, etc.).

Failure to comply with the terms of this provision may disqualify any Vendor. Solicitation Responses may be rejected based upon Vendor's prior history with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor or significant failure(s) to meet contractual obligations.

If Vendor has no litigation history, as described above, it must so indicate in the appropriate section of the Solicitation Response.

## 7.7 Conflicts

Vendor must disclose any potential conflict of interest it may have in providing the services described in this Solicitation, including all existing or prior business dealings resulting in such conflicts. Vendor must also disclose any

such activities of affiliated or parent organizations and individuals who may be assigned to manage this account. If there are no conflicts, as described herein, Vendor must indicate same in the appropriate section of the Solicitation Response.

## **7.8 Annual Report**

If Vendor is an entity that is required to prepare audited financial statements, Vendor shall submit an annual report that includes:

- a) Last two years of audited accrual-basis financial statements, including an income statement, cash flow statement and balance sheet;
- b) If applicable, last two years of consolidated statements for any holding companies or affiliates;
- c) An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
- d) A full disclosure of any events, liabilities, or contingent liabilities that could affect Vendor's financial ability to perform this contract.

If Vendor is a privately-owned entity or sole proprietorship for which audited financial statements are not required, Vendor shall submit an annual report that includes:

- a) Last two years of un-audited accrual-basis financial statements, including an income statement, cash flow statement and balance sheet;
- b) An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
- c) A full disclosure of any events, liabilities, or contingent liabilities that could affect Vendor's financial ability to perform this contract;

**OR**

- d) Other financial information sufficient for the Program, in its sole judgement, to determine if Vendor is financially solvent and adequately capitalized.

## **7.9 Safety Information**

Vendor must provide its workers' compensation experience modification rate (EMR) for the last five years. Vendor shall submit this information on its insurance carrier's letterhead, signed by the carrier. Vendor must also provide the name and job title of the person in its organization that manages its safety program, and a description of that program. A copy of Vendor's safety manual may also be required. The safety manual will become part of the Contract if your Solicitation Response is selected.

## **7.10 Quality Control Program**

Vendor must provide the name and job title of the person responsible for the Vendor's quality control program, as well as a description of the quality control program. A copy of Vendor's quality control manual may be required. The quality control manual will become part of the Contract if Vendor's Solicitation Response is selected.

## **7.11 Cost Control Program**

Vendor is encouraged to suggest any possible cost reduction items to be taken into consideration prior to awarding a contract under this Solicitation. Vendor should include possible cost reduction items in their Narrative Proposal and provide a full description of the alternative work and the estimated cost savings. In addition, Vendor should detail the necessity of any additional drawings, specifications, or revisions to the construction sequencing and schedule that may be needed as a result of the implementation of the cost saving measures.

## **7.12 Warranty Program**

Vendor must provide a description of their warranty program, including key personnel, and timeframes within which warranty complaints will be resolved. Warranty claims, communications, and resolutions will be required to be maintained in the DCR and/or DCR's implementation vendor system of record.

## **7.13 Reconstruction Plan Sets (for Vendors seeking to perform reconstruction projects)**

Provide examples of single-family construction projects where you have provided the plan sets and specifications; DCR is specifically interested in examples of any CDBG-DR work where you have provided the plan sets and specifications. During the BAFO process, Vendors who intend to perform reconstruction projects may submit reconstruction plan sets of single-family homes, including options for Stick-Built or Modular homes, for consideration by the program for use in the reconstruction phase of the program. The Contractor must obtain permission from the designers for free reuse by the program by any contractor selected by the Program.

**ATTACHMENT A: PROJECT TYPE**

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Per RFP Section 5.1 SCOPE OF SERVICES, General contractors may choose to submit an offer for MHU project types only, for rehabilitation and reconstruction projects only, or for both. Indicate below which project type(s) Vendor would like to perform work.

☐ YES ☐ NO **Project Type 1: MHU projects only.** General Contractors may select to apply for MHU repair, replacement, and relocation projects only and not be considered for reconstruction, repair, or demolition project assignments.

☐ YES ☐ NO **Project Type 2: Rehabilitation and Reconstruction projects only (non-MHU).** General Contractors who are selected for rehabilitation and reconstruction award types will be considered for reconstruction, repair, or demolition project assignments.

☒ YES ☐ NO **BOTH Project Type 1: MHU Projects and Project Type 2: Rehabilitation and Reconstruction Projects.**

## ATTACHMENT B: NORTH CAROLINA INSTRUCTIONS TO VENDORS

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### I. READ, REVIEW AND COMPLY

It shall be the Vendor's responsibility to read this entire document; review all enclosures, attachments, and any Addenda; and comply with all requirements specified, whether appearing in these Instructions to Vendors or elsewhere in the Solicitation document.

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.

### II. REQUEST FOR OFFERS

Vendors are cautioned that this is a request for Offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all bids at any time if such rejection is deemed to be in the best interest of the State.

By submitting Your Bid or Proposal, You are offering to enter into a contract with the State.

The Contract is a separate document that represents the Vendor's and the State's entire agreement. If Your bid is accepted and results in a Contract, You will be expected to accept the North Carolina General Terms And Conditions included in the Solicitation document as part of the Contract. Depending upon the good or service being offered, other terms and conditions may apply.

### III. DUTY TO INQUIRE

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation for any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by Addendum. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention.

### IV. DEFINITIONS, ACRONYMS AND ABBREVIATIONS

The following definitions, acronyms, and abbreviations may be used within the Solicitation document.

1. **AGENCY SPECIFIC TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities for a single entity.
2. **ADDENDUM:** a document issued to supplement or modify the original Solicitation document. Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope changes to the Solicitation.
3. **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial bid, made in response to a request by the issuing agency.
4. **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
5. **COMMUNITY COLLEGE:** Any of the fifty-eight (58) public North Carolina Community Colleges.
6. **CONTRACT:** A contract resulting from or arising out of Vendor responses to this Solicitation.

7. **CONTRACT ADMINISTRATOR:** A representative of the Agency who is responsible for the functions that are performed after all parties have signed a contract, including any modifications to the contract.
8. **CONTRACT MANAGER:** A representative of the agency or awarded vendor who ensures compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract.
9. **ELECTRONIC VENDOR PORTAL (eVP):** System for vendors to do business with the State of North Carolina, including registering to do business, responding to bid opportunities, and certifying as a HUB and/or NCSBE.
10. **E-PROCUREMENT SERVICES:** The program, system, and associated services through which the State conducts electronic procurement.
11. **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns the commodity in transit and files any claims. Vendor pays all freight and any related transportation charges. A Solicitation may request that a Vendor separately identify freight charges in its bid, but no amount or charge not included as part of the total bid price will be paid.
12. **HUB:** Historically Underutilized Business <https://ncadmin.nc.gov/businesses/hub>
13. **IFB:** Invitation for Bids (a type of Solicitation document)
14. **LOT:** A grouping of similar products within this Solicitation document.
15. **OFFER:** the bid or proposal submitted in response this Solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
16. **OFFEROR:** the single legal entity submitting the Offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.
17. **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
18. **PROCUREMENT LEAD:** Representative of the agency identified on the first page of the Solicitation document who will correspond with potential Vendors concerning Solicitation issues, will contract with the Vendor providing the best offer to the State, and is the individual who will administer the Contract for the State.
19. **QUALIFIED BID/PROPOSAL:** A responsive bid submitted by a responsible Vendor.
20. **RESPONSIBLE:** Refers to a Vendor who demonstrates in its Offer that it has the capability to perform the requirements of the Solicitation.
21. **RESPONSIVE:** Refers to an Offer that conforms to the Requirements of the Solicitation in all respects to be considered by the State for award.
22. **RFI:** Request for Information (an information gathering tool that does not result in a contract)
23. **RFP:** Request for Proposals (a type of Solicitation document)
24. **RFPQ:** Request for Pre-Qualifications (a type of Solicitation document)

25. **RFQ:** Request for Quotes (a type of Solicitation document)
26. **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
27. **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, institutions, boards, commissions, universities, and units of the State.
28. **STATE DEPARTMENTS:** Department of Administration, Department of Agriculture and Consumer Services, Department of Commerce, Department of Natural and Cultural Resources, Department of Environmental Quality, Department of Health and Human Services, Department of Information Technology, Department of Insurance, Department of Justice, Department of Labor, Department of Military and Veteran Affairs, Department of Public Instruction, Department of Public Safety, Department of Revenue, Department of State Treasurer, Office of the Secretary of the State, Department of Transportation, Wildlife Resources Commission, Office of Budget and Management, Office of the Governor, Office of the Lieutenant Governor, Office of The State Auditor, Office of the State Controller.
29. **VENDOR:** The supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Solicitation document. Following award of a contract, the term refers to an entity receiving such an award.
30. **WORK:** All labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.
31. **YOU and YOUR:** Offeror.

## V. INTERPRETATION OF TERMS AND PHRASES

The Solicitation document serves to advise potential Vendors of the parameters of the solution being sought by the State. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State’s needs as described in the Solicitation. Except as specifically stated in the Solicitation, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement, if determined to be essential under the circumstances then existing, may result in the State exercising its discretion to reject a bid in its entirety.

## VI. BID SUBMISSION

1. **VENDOR’S REPRESENTATIVE:** Each Vendor shall submit with its bid the name, address, and telephone number of the person(s) with authority to bind the Vendor and answer questions or provide clarification concerning the Vendor’s bid.
2. **SIGNING YOUR OFFER:** Every Offer must be signed by an individual with actual authority to bind the Offeror.
  - a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm.
  - b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner.

c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign.

d) An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant.

e) If an Offer is signed by an agent, other than as stated in subparagraphs(a)through (d) above, the Offer must state that is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

3. **EXECUTION:** Failure to sign the Execution Page (numbered page 1 of the Solicitation document) in the indicated space may render an Offer nonresponsive, and it may be rejected.

4. **STATE OFFICE CLOSINGS:** If an emergency or unanticipated event interrupts normal government processes so that Offers cannot be received at the State office designated for receipt of bids by the exact time specified in the Solicitation, the time specified for receipt of Offers will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Addendum may be issued to reschedule the bid opening. If State offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Addendum will be issued to reschedule the conference.

5. **BID IN ENGLISH and DOLLARS:** Offers submitted in response to this Solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

6. **LATE BIDS:** Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.

a) 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 the Vendor's sole responsibility to ensure that its bid has been received by this Office by the specified time and date of opening. The date and time of submission will be marked on each bid when received, and any bid received after the bid submission deadline will be rejected.

b) For proposals submitted via U.S. mail, please note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the State's Mail Service Center. Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency's purchasing office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal by U.S. Postal Service, courier, or other delivery service.

7. **DETERMINATION OF RESPONSIVENESS:** Any Offer which fails to conform to the material requirements of the Solicitation maybe rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.

**8. CONTENTS OF OFFER:**

- a) Offers should be complete and carefully worded and should convey all of the information requested.
- b) Offers should be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the Solicitation. Emphasis should be on completeness and clarity of content.
- c) If Your Offer includes any comment over and above the specific information requested in the Solicitation, you are to include this information as a separate appendix to Your Offer. Offers which include either modifications to any of the Solicitation's contractual requirements or an Offeror's standard terms and conditions may be deemed non-responsive and not considered for award at the State's discretion.

9. **MULTIPLE OFFERS.** If specifically stated in the Solicitation document, Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements.

10. **CLARIFICATION:** The State may elect to communicate with You after bid opening for the purpose of clarifying either Your Offer or the requirements of the Solicitation. Such communications may be conducted only with Offerors who have submitted an Offer which obviously conforms in all material aspects to the Solicitation. Clarification of an Offer must be documented in writing and included with the Offer. Clarifications may not be used to revise an Offer or the Solicitation.

11. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid.

12. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the State reserves the right to reject any and all Offers, 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.

13. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested in the Solicitation document. Further, if required elsewhere in this bid, each Vendor shall submit with its bid any sketches, descriptive literature, and/or complete specifications covering the goods and services offered. Reference to literature submitted with a previous bid or available elsewhere will not satisfy this provision. Do not submit bid samples or descriptive literature unless expressly requested. Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the Solicitation. Failure to comply with these requirements shall constitute sufficient cause to reject a bid without further consideration.

14. **WITHDRAWAL OF BID OR PROPOSAL:** Proposals submitted electronically may be withdrawn at any time prior to the date for bid opening identified on the cover page of this Solicitation document (or such later date included in an Addendum). Proposals that have been delivered by hand, U.S. Postal Service, courier, or other delivery service may be withdrawn only in writing and if receipt is acknowledged by the office issuing the Solicitation document prior to the time for opening identified on the cover page of the Solicitation document (or such later date included in an Addendum). Written withdrawal requests shall be submitted on the Vendor's letterhead and signed by an official of

the Vendor authorized to make such request. Any withdrawal request made after bid opening shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.

15. **COST FOR BID OR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting Offers are the Vendor's sole responsibility.

16. **INSPECTION AT VENDOR'S SITE:** The State reserves the right to inspect, at a reasonable time, the equipment, item, plant, or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the State's determination that such equipment, item, plant, or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

17. **RECYCLING AND SOURCE REDUCTION:** It is the policy of the State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.

18. **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 transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.

19. **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 responses meet the following:

- a) If paper copies are requested, all copies of the bid are printed double sided. All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
- b) Unless absolutely necessary, all bids 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.
- c) 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.

20. **HISTORICALLY UNDERUTILIZED BUSINESSES (HUB):** 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.

21. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying a percentage increase to the price of any bid from a North Carolina resident Vendor. To the extent another state does so, North Carolina applies the same percentage increase to the bid of a Vendor resident in that state. Residency is determined by a Vendor's "Principal Place of Business," defined as that principal place from which the overall trade or business of the Vendor is directed or managed.

22. **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*.

23. **VALID TAXPAYER INFORMATION:** All persons or entities desiring to do business with the State must provide correct taxpayer information on North Carolina specified forms. The Substitute W-9 and Instructions are here: [https://files.nc.gov/ncosc/documents/NCAS\\_forms/State\\_of\\_North\\_Carolina\\_Sub\\_W-9\\_01292019.pdf](https://files.nc.gov/ncosc/documents/NCAS_forms/State_of_North_Carolina_Sub_W-9_01292019.pdf)

24. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** The North Carolina electronic Vendor Portal (eVP) allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities available as well as notifications of status changes to those Solicitations. Online registration and other purchasing information is available at the following website: <https://evp.nc.gov>.

25. The status of a Vendor's E-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a Contract resulting from this Solicitation document. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of bid opening may be suspended or deactivated, at the State's discretion, and may be disqualified from further evaluation or consideration.

26. **TABULATIONS:** Bid tabulations can be electronically retrieved at the Electronic Vendor Portal (eVP), <https://evp.nc.gov>. Tabulations will normally be available at this web site not later than one working day after the bid opening. If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award. Lengthy or complex tabulations may be summarized, with other details not made available on eVP. Requests for additional details or information concerning such tabulations cannot be honored.

27. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain as confidential trade secrets in bids that the 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 the 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 a 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 confidential constitutes a representation by the 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 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 confidential, the State will notify Vendor of such action and allow Vendor to defend the confidential status of its information.

28. **COMMUNICATIONS BY VENDORS:** In submitting its bid, the Vendor agrees not to discuss or otherwise reveal the contents of its bid to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this Solicitation. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the Solicitation, during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the Contract), unless the State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the Solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's bid and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation or award of a Contract related to this Solicitation. Failure to comply with this requirement shall constitute sufficient justification to disqualify a Vendor from a Contract award. Only those communications with the using agency or issuing agency authorized by this Solicitation are permitted.

29. **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 Solicitation document and in formal Addenda.

30. **PROTEST PROCEDURES:** When a Vendor wishes to protest a contract awarded by the Division of Purchase and Contract or awarded by an agency when the award amount exceeds the agency's general delegation and the contract is not subject to a special delegation or exemption, a Vendor shall submit a written request addressed to the State Purchasing Officer at: Division of Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305.

When a Vendor wishes to protest a contract awarded by an agency when the award amount is less than an agency's general delegation or when the contract is subject to a special delegation or exemption the Vendor shall submit a written request to protest to the purchasing officer of the agency that issued the award.

The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters shall contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims.

**Note:** Contract award notices are sent only to the Vendor actually awarded the contract, and not to every person or firm responding to a Solicitation. Award notices are posted on eVP at <https://evp.nc.gov>. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.

31. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this Solicitation or those in any resulting Contract documents, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this Solicitation document, including any negotiated terms, (2) requirements and specifications and administration, (3) North Carolina General Terms and Conditions in North Carolina General Terms And Conditions, (4) Instructions To Vendors, (5) Pricing, and (6) Vendor's Bid.

32. **ADDENDA:** Critical updated information may be included in Addenda to the Solicitation. It is important that all Vendors bidding on the Solicitation periodically check for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in the Solicitation document and all Addenda thereto. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued concerning the Solicitation.

33. **ORAL EXPLANATIONS NON-BINDING:** Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a Solicitation will be furnished promptly to all other prospective Offerors as an Addendum to the Solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. See clause herein entitled "Duty to Inquire." The State will not identify You in its answer to Your question.

34. **MAXIMUM COMPETITION:** The State seeks to permit the maximum practicable competition. Offerors are urged to advise the State, as soon as possible, regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. If the State determines that any changes will be made resulting from the questions asked, then such decisions will be communicated in the form of an Addendum.

35. **FIRM OFFER:** Vendor's bid shall constitute a firm offer. By execution and delivery of a bid in response to a Solicitation, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposefully or inadvertently, shall have no force or effect, and will be disregarded. Any bid that contains language that indicates the bid is non-binding or subject to further negotiation before a contractual document may be signed shall be rejected.

**ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS**

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**1. PERFORMANCE:**

- a) It is anticipated that the tasks and duties undertaken by the Vendor under the contract which results from the State solicitation in this matter (Contract) shall include Services, and/or the manufacturing, furnishing, or development of goods and other tangible features or components, as deliverables.
- b) Vendor agrees to perform under the Contract in at least the same or similar manner provided to comparable users and customers. The State shall notify the Vendor of any defects or deficiencies in performance or failure of deliverables to conform to the standards and specifications provided in this Contract. Vendor agrees to timely remedy defective performance or any nonconforming deliverables on its own or upon such notice provided by the State.
- c) Vendor has a limited, non-exclusive license to access and use State Data provided to Vendor, but solely for performing its obligations under and during this Agreement and in confidence as further provided for herein or by law.
- d) Vendor or its suppliers, as specified and agreed in the Contract, shall provide support assistance to the State related to all Services performed or other deliverables procured hereunder during the State's normal business hours. Vendor warrants that its support, customer service, and assistance will be performed at a minimum in accordance with generally accepted and applicable industry standards.
- e) The State may document and take into account in awarding or renewing future procurement contracts the general reputation, performance, and performance capabilities of the Vendor under this Contract as provided by G.S. 143-52 and 143-135.9 (a) and (b) (Best Value).

**2. DEFAULT AND TERMINATION.**

- a) In the event of default by the Vendor, the State may, as provided by NC law, procure goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. See, G.S. 25-2-712. In addition, and in the event of default by the Vendor under the Contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately cease doing business with the Vendor, terminate the Contract for cause, and take action to recover relevant damages, and if permitted by applicable law, debar the Vendor from doing future business with the State. 01 NCAC 05B.1520.
- b) Liquidated damages for not completing the work within 150 calendar days for reconstruction projects, 60 calendar days for MHU replacement projects, 30 calendar days for demolition projects, and 30 calendar days for rehabilitation projects with a scope <\$50,000, 60 calendar days for rehabilitation projects with a scope >\$50,000 and <\$100,00, 90 calendar days for rehabilitation projects with a scope >\$100,000 and <\$150,000, 120 calendar days for rehabilitation projects with a scope >\$150,000 commencing on the date specified in written Notice to Proceed, including all officially approved extensions thereto, are to be One Hundred Dollars and No/100 (\$100.00) PER DAY, per individually assigned Project. The Contractor may be liable for liquidated damages in the amount of One Hundred Dollars and No/100 (\$100.00) PER DAY, per affected Project, if Contractor fails to complete the work within the contracted period. If, through any cause, Vendor shall fail to fulfill in a timely and proper manner the obligations under the Contract, including, without limitation, in these North Carolina General Terms and Conditions, the State shall have the right to impose liquidated damages per affected Project as described herein, issue a Stop Work Order requiring Vendor to immediately Stop Work on any or all of Vendor's Projects, demand return of expended funds, and/or terminate the Contract by giving at least five days written notice to the Vendor and specifying the effective date thereof. In the event of a Stop Work Order or a Contract termination, any or all finished or unfinished deliverables that are prepared by the Vendor under the Contract shall, at the option of the

State, become the property of the State until such time as the State can identify another Vendor to complete the work (and shall include any applicable Vendor license and permits to the extent necessary for the State to use such property), and the Vendor may be entitled to receive just and equitable compensation for any acceptable deliverable completed (or partially completed at the State's sole discretion) as to which such option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of the Contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State, if failing to receive proper performance or provision of goods deliverables, or if documented Vendor Services performance issues exist, under this Contract, may make a claim upon the Vendor's surety. G.S. 143-52(a); 01 NCAC 05B.1521; G.S. 25-2-609. If this Contract contemplates deliveries or performance over a period of time, the State may terminate this Contract for convenience at any time by providing 30 days' notice in writing from the State to the Vendor. In that event, any or all finished or unfinished deliverables prepared by the Vendor under this Contract shall, at the option of the State, become its property, and under any applicable Vendor license and permits to the extent necessary for the State to use such property. If the Contract is terminated by the State for convenience, the State shall pay for those items or Services for which such option is exercised, less any payment or compensation previously made.

- c) The State may terminate this Contract, and any Scope of Work assigned under this Contract, immediately upon discovery of the Vendor's commission of fraud.
- d) This Contract may be terminated at any time by mutual agreement of the State and the Vendor, to be effective upon a date agreed to by the State and the Vendor.
- e) If funds for the project become unavailable for any reason, including without limitation, a change in state or federal laws, the State shall have the right to terminate this Contract, and any Scope of Work assigned thereto, after giving Vendor written notice of termination at least 5 calendar days in advance of the termination date. The notice of termination shall contain the effective termination date of this Contract. Upon notice, the Vendor shall not expend any funds without the State's express written authorization.
- f) The Vendor acknowledges and agrees that the rights and remedies of the State as set forth herein and elsewhere in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

### **3. INTERPRETATION, CONFLICT OF TERMS.**

- a) The definitions in the Instructions to Vendors in the relevant solicitation for this Contract, and in 01 NCAC 05A.0112 are specifically incorporated herein.
- b) If federal funds are involved in the transactions under this Contract, the Vendor shall comply with all applicable state and federal requirements and laws, except where State requirements are more restrictive. See the additional federal requirements included in the "Federal Funds Provisions" section below.
- c) "Purchasing Agency" herein is as defined in 01 NCAC 05A.0112, except that if this Contract has been entered into by the NC Department of Administration, Division of Purchase and Contract (P&C) as indicated in the Contract (e.g., a State Term Contract), then P&C will then be a Purchasing Agency for the purposes herein and in the Federal Funds Provisions, below.
- d) Contracts made in contravention of General Statutes, Chapter 143, Article 3 and the Rules in 05 NCAC Chapter 5, are void. G.S. 143-58.
- e) In cases of conflict between specific provisions in this Contract and any other referenced documents, the Order of Precedence shall be (high to low) (1) any special terms and conditions specific to this Contract, including any negotiated terms; (2) requirements, specifications and administrative terms; (3) these NORTH CAROLINA GENERAL TERMS AND CONDITIONS, including the Federal Funds Provisions; (4)

Definitions and other provisions in INSTRUCTIONS TO VENDORS in this solicitation, which is specifically incorporated in this Contract; (5) PRICING, and (6) Vendor's Bid, to the extent specifically and mutually incorporated into this Contract.

- f) In the event of conflict of terms between applicable provisions of the Federal Funds Provisions and the other provisions of these North Carolina General Contract Terms and Conditions, the more restrictive provision will govern.

4. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the goods, material, quality, workmanship, or performance of the Services offered, prior to acceptance, it shall be the responsibility of the Vendor to notify the State Contract Lead or Administrator indicated in the Contract at once, in writing, indicating the specific regulation which requires such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

5. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds appropriated or allocated to the agency for the purpose set forth in the Contract.

6. **TAXES:** Any applicable taxes shall be invoiced as a separate item.

- a) G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
- b) The agency(ies) participating in the Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
- c) Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

7. **SITUS AND GOVERNING LAWS;**

- a) This Contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina, including, without limitation, the relevant provisions of G.S. Chapter 143, Article 3, and the Rules in 01 NCAC Chapter 05, and any applicable successor provisions, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract, tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined. G.S. 22B-3.
- b) Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with the Contract, including those of federal, state, and local agencies having jurisdiction and/or authority, and including, without limitation, the applicable requirements in the Federal Funds Provisions, below.
- c) Non-resident Vendor corporations not formed under NC law must be domesticated in the Office of the NC Secretary of State in order to contract with the State of North Carolina. G.S. 55A-15-01.

8. **NON-DISCRIMINATION COMPLIANCE:**

- a) The Vendor will take affirmative action in complying with all State requirements and laws concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability or rights, such as preserved by Governor Roy Cooper Order E.O. 24 or 25, and will take necessary action to ensure

that its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.

- b) Federal Law, such as the following, applies as provided for therein: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); and Section 109 of the Housing and Community Development Act of 1974, as amended.

9. **PAYMENT TERMS:** Payment terms are net not later than 30 days after receipt of a correct invoice or acceptance of goods, whichever is later. The Procuring Agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card. If the Vendor accepts Visa, MasterCard, etc., from other customers, it shall accept procurement card payment by the State under the terms provided for the procurement card. 01 NCAC 05B.1523. If payment is made by procurement card, then payment for amounts then due may be processed immediately by the Vendor.

The State does not agree in advance, in contract, pursuant to Constitutional limitations, to pay costs such as interest, late fees, penalties or attorney's fees. This Contract will not be construed as an agreement by the State to pay such costs, and will be paid only as ordered by a court of competent jurisdiction.

10. **CONDITION AND PACKAGING:** Unless otherwise expressly provided by special terms and conditions or specifications in the Contract or by express, specific federal law or rule, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose, is newly manufactured, and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
11. **INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY:** Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any Services or copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with the Contract.

- a) Vendor warrants to the best of its knowledge that:

- i) Performance under the Contract does not infringe upon any intellectual property rights of any third party; and
- ii) There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;

- b) Should any deliverables supplied by Vendor become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United States, the Vendor, shall at its option and expense, either procure for the State the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Vendor's judgment, or if further use shall be prevented by injunction, the Vendor agrees to cease provision of any affected deliverables and refund any sums the State has paid Vendor for such deliverables and make every reasonable effort to assist the State in procuring substitute deliverables. If, in the sole opinion of the State, the cessation of use by the State of any such deliverables due to infringement issues makes the retention of other items acquired from the Vendor under this Agreement impractical, the State shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the State paid for unused Services or other deliverables.

- c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the deliverables supplied by the Vendor, their use or operation, infringe on a patent, copyright, trademark or violate a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. Such defense and payment shall be conditioned on the following:
  - i) That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and
  - ii) That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.
- d) Vendor will not be required to defend or indemnify the State to the extent any claim by a third party against the State for infringement or misappropriation results solely from the State's material alteration of any Vendor-branded deliverables or Services, or from the continued use of the Services or other deliverables after receiving written notice from the Vendor of the claimed infringement.

**12. ADVERTISING:** Vendor agrees not to use the existence of the Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or Services except as provided in 01 NCAC 05B.1516. A Vendor may inquire whether the State is willing to be included on a listing of its existing customers.

**13. ACCESS TO PERSONS AND RECORDS:**

- a) During, and after the term hereof during the relevant period required for retention of records by State law (G.S. 121-5, 132-1 *et seq.*, typically five years), the State Auditor and any Purchasing Agency's internal auditors shall have access to persons and records related to the Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9). However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.
- b) The following entities may audit the records of this contract during and after the term of the contract to verify accounts and data affecting fees or performance:
  - i. The State Auditor.
  - ii. The internal auditors of the affected department, agency or institution.
  - iii. The Joint Legislative Commission on Governmental Operations and legislative employees whose primary responsibility is to provide professional or administrative services to the Commission.
- c) The Joint Legislative Commission on Governmental Operations has the authority to:
  - i. Study the efficiency, economy and effectiveness of any non-State entity receiving public funds.
  - ii. Evaluate the implementation of public policies, as articulated by enacted law, administrative rule, executive order, policy, or local ordinance, by any non-State entity receiving public funds.
  - iii. Investigate possible instances of misfeasance, malfeasance, nonfeasance, mismanagement, waste, abuse, or illegal conduct by officers and employees of a non-State entity receiving, directly or indirectly, public funds, as it relates to the officer's or employee's responsibilities regarding the receipt of public funds.
  - iv. Receive reports as required by law or as requested by the Commission.
  - v. Access and review

1. Any documents or records related to any contract awarded by a State agency, including the documents and records of the contractor, that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance; and
  2. Any records related to any subcontract of a contract awarded by a State agency that is utilized to fulfill the contract, including, but not limited to (i) records related to the drafting and approval of the subcontract, and (ii) documents and records of the contractor or subcontractor that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance.
- d) The Joint Legislative Commission on Governmental Operations has the power to:
- i. Compel access to any document or system of records held by a non-State entity receiving, directly or indirectly, public funds, to the extent the documents relate to the receipt, purpose or implementation of a program or service paid for with public funds.
  - ii. Compel attendance of any officer or employee of any non-State entity receiving public funds, provided the officer or employee is responsible for implementing a program or providing a service paid for with public funds.
- e) Unless prohibited by federal law, the Commission and Commission staff in the discharge of their duties under this Article shall be provided access to any building or facility owned or leased by a non-State entity receiving public funds provided (i) the building or facility is used to implement a program or provide a service paid for with public funds and (ii) the access is reasonably related to the receipt, purpose, or implementation of a program or service paid for with public funds.
- f) Any confidential information obtained by the Commission shall remain confidential and is not a public record as defined in G.S. 132-1.
- g) Any document or information obtained or produced by Commission staff in furtherance of staff's duties to the Commission is confidential and is not a public record as defined in G.S. 132-1.
- h) A person who conceals, falsifies, or refuses to provide to the Commission any document, information, or access to any building or facility as required by this Article with the intent to mislead, impede, or interfere with the Commission's discharge of its duties under this Article shall be guilty of a Class 2 misdemeanor.

#### **14. ASSIGNMENT OR DELEGATION OF DUTIES.**

- a) As a convenience to the Vendor, the State may include any person or entity designated by the Vendor in writing as a joint payee on the Vendor's payment check. In no event shall such approval and action obligate the State to anyone other than the Vendor.
- b) If Vendor requests any assignment, or delegation of duties, the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon written request, the State may, in its unfettered discretion, approve an assignment or delegation to another responsible entity acceptable to the State, such as the surviving entity of a merger, acquisition or a corporate reorganization if made as part of the transfer of all or substantially all of the Vendor's assets. 01 NCAC 05B.1507. Any purported assignment or delegation made in violation of this provision shall be void and a material breach of the Contract. G.S. 143-58.

**15. INSURANCE:** This section provides minimum insurance coverage rates that are applicable to most moderate risk solicitations. Agency Risk Analysis will determine if higher insurance coverage amounts are needed based on the likelihood and severity of exposure to the State. The analysis is documented in writing in the official file and considers the following non-exclusive factors:

1. Potential for damage to State property or property of a third party,
2. Potential for bodily injury to State employees or third parties,

3. Whether Vendor will transport State property, clients, or employees,
4. Use of a vehicle to accomplish the work or to travel to or from State locations,
5. Anticipated physical contacts of the Vendor with the State,
6. Anticipated number and activity of Vendor personnel within the State, and
7. Any other unique considerations that could result in harm, bodily injury, or property damage.

The Purchasing Agency has specified elsewhere in this Contract any increase in the minimum insurance coverage requirements below if the risk from the above factors is high.

**a) REQUIREMENTS** - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of the Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the NC Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or the Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations or the indemnification requirements under the Contract. As provided above, a State agency is authorized, upon written evaluation and substantiation in the official file of the significant risk of bodily injury and/or property or other damage in the contract, to require and enforce higher coverage limits to mitigate the potential risk of liability to the State.

**b) COVERAGE** - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, the Vendor shall provide and maintain the following coverage and limits, subject to higher requirements by an agency after the risk analysis indicated above:

1. **For Small Purchases** as defined under North Carolina Administrative Code 01 NCAC 05A.0112 (35) and 05B.0301 (1), the minimum applicable insurance requirements for Worker's Compensation and Automobile Liability will apply as required by North Carolina law. The Purchasing Agency may require Commercial General Liability coverage consistent with the assessed risks involved in the procurement.
2. **For Contracts valued in excess of the Small Purchase threshold, but up to \$1,000,000.00 the following limits shall apply:**
  - i. **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of \$250,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Vendor shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.
  - ii. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.
  - iii. **Automobile** - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000 bodily injury and property damage; \$250,000 uninsured/under insured motorist; and \$2,500 medical payment.
3. **For Contracts valued in excess of \$1,000,000 the following limits shall apply:**
  - i. **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of \$500,000, covering all of Vendor's employees who are engaged

in any work under the Contract in North Carolina. If any work is sub-Contracted, the Vendor shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.

- ii. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000 Combined Single Limit. Defense costs shall be in excess of the limit of liability.
- iii. **Automobile** - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$500,000 bodily injury and property damage; \$500,000 uninsured/under insured motorist; and \$5,000 medical payment.

#### **16. GENERAL INDEMNITY:**

- a) The Vendor shall indemnify, defend and hold and save the State, 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 the Contract, and also from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of the Contract that are attributable to the negligence or intentionally tortious acts of the Vendor, provided that the Vendor is notified in writing within 30 days from the date that the State has knowledge of such claims.
- b) The Vendor, at its own expense shall defend any action brought against the State, under this section. The Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that the State shall have the option to participate in such action at its own expense.
- c) The Vendor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Vendor deliverables or Services to the State.
- d) As part of this provision for indemnity, if federal funds are involved in this procurement, the Vendor warrants that it will comply with all relevant and applicable federal requirements and laws, and will indemnify, defend and hold and save the State harmless from any claims or losses resulting to the State from the Vendor's noncompliance with such federal requirements or law in the performance of this Contract. The representations and warranties in the preceding two sentences shall survive the termination or expiration of the Contract.
- e) The State does not participate in indemnification due to Constitutional restrictions, or arbitration, which effectively and unacceptably waives jury trial. *See*, G.S. 22B-3, -10.

#### **17. ELECTRONIC PROCUREMENT:**

- a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third-party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this Contract.
- b) RESERVED. The Supplier Manager will capture an order from a State approved user, including the shipping and payment information, and submit the order in accordance with E-Procurement Service procedures. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State-approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of Contract, and the payment for goods delivered.
- c) Vendor shall at all times maintain the confidentiality of its username and password for the Statewide E-Procurement Services. Vendor shall be responsible for all activity and all charges by its agents or employees.

Vendor agrees not to permit a third party to use its E-Procurement Services account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by email. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

**18. SUBCONTRACTING:** The Vendor may subcontract the performance of required Services under the Contract. Upon request, Vendor shall identify its subcontractors to the State; identify any financial interest it has in any subcontractor to the State; and/or provide the State with complete copies of any agreements made by and between Vendor and any subcontractors. The Vendor remains solely responsible for the performance of its subcontractors. Subcontractors shall adhere to all applicable requirements, terms, and conditions set forth in this Contract and the subsequent Scope of Work. It may be required as a condition of award that an authorized officer or agent of a subcontractor sign a statement to the effect that the subcontractor has read, and will agree to abide by, Vendor's obligations under any contract awarded pursuant to this Solicitation. Any contracts made by the Vendor with a subcontractor shall include an affirmative statement that the State is an intended third party beneficiary of the Agreement; that the subcontractor has no agreement with the State; and that the State shall be indemnified by the Vendor for any claim presented by the subcontractor. Notwithstanding any other term herein, Vendor shall timely exercise its contractual remedies against any non-performing subcontractor and, when appropriate, substitute another subcontractor. **CONFIDENTIALITY:** Vendor information that cannot be shown to be, e.g., a trade secret, may be subject to public disclosure under the terms of the State Public Records Act (SPRA), beginning at G.S. 132.1. Blanket assertions of confidentiality are not favored, but confidentiality of specific material meeting one or more exceptions in the SPRA will be honored. Vendors are notified that if the confidentiality of material is challenged by other parties, the Vendor has the responsibility of defending the assertion of confidentiality. G.S. 143-52(a).

**19. CARE OF STATE DATA AND PROPERTY:** Any State property, information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under the Contract shall be kept as confidential, used only for the purpose(s) required to perform the Contract and not divulged or made available to any individual or organization without the prior written approval of the State.

The State's data and property in the hands of the Vendor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or another eventuality. The Vendor agrees to reimburse the State for loss or damage of State property while in Vendor's custody. Such State Data shall be returned to the State in a form acceptable to the State upon the termination or expiration of this Agreement.

The Vendor shall notify the State of any security breaches within 24 hours as required by G.S. 143B-1379. For further information, see, G.S. 75-60 *et seq.* **Notice** is given to the Vendor that the NC Department of Information Technology (DIT) has requirements relating to the security of the State network, and rules relating to the use of the State network, IT software and equipment, that the Vendor must comply with, as applicable. See, e.g., G.S. 143B-1376.

**20. OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to the State of North Carolina or any of its agencies shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a Contract, and consistent with any applicable NC DIT security provisions, the Contractor wishes to relocate or outsource any portion of performance to a location outside the United States, or to Contract with a subcontractor for any such performance, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State Purchasing Agency. Vendor shall give notice to the Purchasing Agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons providing performance under a State Contract to a location outside of the United States. See, G.S. 143-59.4.

**21. ENTIRE AGREEMENT:** The Contract (including any documents mutually incorporated specifically therein) resulting from a relevant solicitation represents the entire agreement between the parties and supersedes all prior oral or

written statements or agreements. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

- 22. ELECTRONIC RECORDS:** The State will digitize all Vendor responses to the relevant solicitation, if not received electronically, as well as any awarded Contract together with associated procurement-related documents. These electronic copies shall constitute a preservation record and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any official electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."
- 23. AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the State and the Vendor.
- 24. NO WAIVER:** Notwithstanding any other language or provision in the Contract or in any Vendor-supplied material, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the State under applicable law. The waiver by the State of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
- 25. FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including, without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, other catastrophic epidemic or pandemic, natural event or Act of God.
- 26. SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in the Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the State under applicable law.
- 27. FEDERAL FUNDS PROVISIONS**

*Where federal funds are utilized in connection with this procurement, and to the extent applicable and absent stricter or controlling State provisions, the following federal provisions (in addition to the North Carolina General Terms and Conditions above) may apply consistent with Uniform Guidance in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, and its Appendix II and HUD requirements. Relevant federal authorities may require additional provisions depending on the scope and context of the Contract.* Failure or unwillingness of the Vendor to continually meet any of these requirements, as applicable, may result in Contract termination.

**Any links to websites not maintained by the State are provided as a courtesy. The State does not warrant or guarantee the accuracy of the hyperlink or the information contained therein.**

- a) **No governmental non-competes.** Vendor shall not impose or enforce any non-competition agreement upon the employees included in Vendor's bid that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Contract. By executing this Contract, the Vendor affirms this condition. This affirmation is a material condition for the State's award of any work under this Contract.
- b) **Program Monitoring.** Vendor agrees to assist and cooperate with the Federal grantor or funding agency and the relevant Purchasing Agency or their duly designated representatives in the monitoring of the project or projects to which this Contract relates, and to provide in form and manner approved by the Purchasing Agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
- c) **Remedies and Termination,** For purposes of this section the State Remedies and Termination provisions above apply as written.

**d) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**Compliance with the Contract Work Hours and Safety Standards Act.

1. *Overtime requirements.* No Vendor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 C.F.R. §5.5(b)(1) the Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 C.F.R. §5.5(b)(1), in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 C.F.R. §5.5(b)(1).
3. *Withholding for unpaid wages and liquidated damages.* The Purchasing Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 C.F.R. §5.5(b)(2).
4. *SubContracts.* The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 C.F.R. §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. §5.5(b)(2) through (4).

**e) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.**Clean Air Act

1. The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Vendor agrees to report each violation to the Purchasing Agency and understands and agrees that the Purchasing Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

1. The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Vendor agrees to report each violation to the Purchasing Agency and understands and agrees that the Purchasing Agency will, in turn, report each violation as required to assure notification to the federal agency providing funds hereunder, and the appropriate Environmental Protection Agency Regional Office.
3. The Vendor agrees that these requirements will be included in each subcontract exceeding \$150,000

financed in whole or in part with Federal assistance.

**f) Debarment and Suspension.**

1. This Contract, if federal funding is used, is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by a federal agency providing federal funds herein and the Purchasing Agency. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to federal agency providing federal funds herein and the Purchasing Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract resulting from a relevant solicitation herein. The Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**g) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (as Amended).**

To the extent applicable, Vendors that apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal Contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. Vendors must sign and submit to the Purchasing Agency the certification attached hereto as Attachment F and, if applicable, complete the disclosure form in Attachment G. See the latest version of "Certification for Contracts, Grants, Loans, and Cooperative Agreements" found at <https://ncadmin.nc.gov/documents/vendor-forms>.

**h) Procurement of Recovered Materials.**

1. Unless specified otherwise in the Contract, in the performance of this Contract, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - Competitively within a timeframe providing for compliance with the Contract performance schedule;
  - Meeting Contract performance requirements; or
  - At a reasonable price.
2. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

- i) **Access to Records.** In addition to the North Carolina General Contract Terms & Conditions section entitled “**ACCESS TO PERSONS AND RECORDS**” included in this Contract, the following access to records requirements apply to this Contract:
1. The Vendor agrees to provide the Purchasing Agency, the Administrator of the federal agency providing funds hereunder, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  2. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  3. The Vendor agrees to provide the Administrator of the federal agency providing funds hereunder or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.
  4. In compliance with the Disaster Recovery Act of 2018, the Purchasing Agency and the Vendor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Administrator of the federal agency providing funds hereunder or the Comptroller General of the United States.
- j) **Modifications to Contract.** Modifications to the Contract are governed by the North Carolina General Contract Terms & Conditions section above entitled “**AMENDMENTS**,” except as approval and signature by any federal official may also be required.
- k) **Records Retention.** All records required to be kept on the project shall be maintained for at least eight (8) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the eight (8) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the eight (8) year period, whichever is later.
- l) **Energy Efficiency.** All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).
- m) **Program Fraud and False or Fraudulent Statements or Related Acts.** Vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.
- n) **No Obligation by Federal Government.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from the Contract.
- o) **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the Contract. The Vendor will comply with all applicable Federal law, regulations, executive orders, the policies of the federal agency(ies) providing funding, procedures, and directives.
- p) **Federal Seals, Logos, and Flags.** In addition to the prohibitions of the North Carolina General Contract Terms & Conditions section above entitled “**ADVERTISING**,” the Vendor shall not use the seal(s), logos, crests, or reproductions of flags of a federal agency providing funding herein, or likenesses of federal agency officials without specific pre-approval of the relevant federal agency.
- q) **System for Awards Management.** Vendor shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) <https://www.sam.gov/SAM> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors> to verify that Contractors or sub-Recipients have

not been suspended or debarred from doing business with federal or State government.

r) **Section 3 Clause.** Vendor will comply with the following clauses from 24 CFR 135.38:

The Contractor shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its regulations at 24 CFR Part 75, as expressed below:

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
5. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
6. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

- s) **Non-Discrimination.** Vendor will comply with all Federal statutes relating to non-discrimination. These include but are not limited to:
1. Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance.
  2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107) as amended, and implementing regulations at 24 CFR part 146, which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance.
  3. The Fair Housing Act (42 U.S.C. 3601- 19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion sex (including gender identity and sexual orientation), disability, familial status, or national origin and will affirmatively further fair housing, will apply.
  4. Title IX of the Education Amendments of 1972, as amended (20 USC §§ 1681 – 1683, and 1685-1686), which prohibits discrimination on the basis of sex.
  5. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse.
  6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
  7. §§ 523 and 527 of the Public Health Service Act of 1912 ( 42 U.S.C §§ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
  8. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing.
  9. Any other applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.
- t) **URA.** The acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A, will apply.
- u) **National Environmental Policy Act.** The environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property will apply.
- v) **Plans, supervision, and reports.** Vendor will comply with HUD requirements with regard to the drafting, reviewing and approval of construction plans and specifications. Vendor will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by HUD or the State.
- w) **Davis-Bacon Act.** Vendor will comply with the David-Bacon Act, as amended (40 U.S.C. 3141-3148), if required by the federal program legislation, in Construction contracts involving an excess of \$2000, and

subject to any other federal program limitations, all laborers and mechanics must be paid at a rate not less than those determined by the Secretary of Labor to be the prevailing wages. These wage rates are a federally mandated minimum only, and will be superseded by any State or local requirement mandating higher wage rates. Vendor also agrees to comply with Department of Labor Regulations pursuant to the Davis-Bacon Act found in 29 CFR Parts 1, 3, 5 and 7 which enforce statutory labor standards provisions. Wage determinations are available at <https://sam.gov/wage-determinations>.

- x) **Lead Based Paint.** Vendor will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures, and HUD's lead based paint regulations at 24 CFR Part 35.
- y) **Copeland Act.** Vendor will comply, as applicable, with the Copeland Act (40 U.S.C. §§ 276c and 18 U.S.C. §874).
- z) **Environmental.** Vendor will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- aa) **Wild and Scenic Rivers Act of 1968.** Vendor will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- bb) **Preservation.** Vendor will assist HUD and the State in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- cc) **Audits.** Vendor will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200 Subpart F Audit Requirements.

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

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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:**

Byrdson Services maintains the capability and operational capacity to perform services across multiple U.S. states and territories- North Carolina, Texas, Alabama, Puerto Rico.

**ATTACHMENT E: HISTORICALLY UNDERUTILIZED BUSINESSES INFORMATION**

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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.

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 RFP. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330. The 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

**Byrdson Services, LLC has submitted documents to become registered to be a North Carolina HUB.**

**The certification is currently under review.**

## **ATTACHMENT F: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

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The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Vendor, Byrdson Services, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

  
**Signature of Vendor's Authorized Official**

James H. Griffin, CSP - President

**Name and Title of Vendor's Authorized Official**

4.24.2025

**Date**

## **ATTACHMENT G: DISCLOSURE OF LOBBYING ACTIVITIES**

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The Disclosure of Lobbying Activities form, is located at <https://www.doa.nc.gov/pandc/onlineforms/form-omb-standard-form-III-7-2020/download>.

N/A

**ATTACHMENT H: EXPERIENCE, QUALIFICATIONS, REFERENCES**

Complete one form for each of up to three (3) examples of **CDBG-DR housing engagements** delivered by the proposing General Contractor (prime contractor). Subcontractor qualifications will not be considered. Client Points of Contact must have an adequate understanding of the services delivered.

Example 1: CDBG-DR Housing Engagements Delivered	
<b>Client Name:</b>	State of North Carolina - Department of Public Safety Office of Recovery and Resiliency (NCORR)
<b>Program:</b>	Residential Reconstruction Services Plus Elevation
<b>Client Point of Contact:</b>	Kevin Lara
<b>POC Contact Information (email and phone):</b>	<a href="mailto:kevin.lara@ncdps.gov">kevin.lara@ncdps.gov</a>   919.710.0079
<b>Total Number of Homes Completed:</b>	43
<b>Brief Description of Services Rendered:</b>	Byrdson Services successfully completed reconstruction and rehabilitation projects under NCORR, fully compliant with local, State, and Federal grant requirements, including HUD and CDBG-DR standards. In alignment with NCORR's goal of expedited homeowner return, our operations prioritize speed, efficiency, and ADA-compliant quality in both new builds and renovations. Our team mitigates delays through proactive collaboration and standardized processes, delivering consistent, high-quality outcomes. With proven performance in challenging terrains, including mountainous regions of Western North Carolina, we bring adaptive expertise and strong customer service to every project, while maintaining strict adherence to regulatory and accessibility standards.

Example 2: CDBG-DR Housing Engagements Delivered	
Client Name:	State of Florida - Florida Commerce
Program:	Disaster Recovery Program   Florida DEO Program (CDBG) - Hurricane Michael/Irma
Client Point of Contact:	Ginger Gould
POC Contact Information (email and phone):	<a href="mailto:ginger.gould@commerce.fl.gov">ginger.gould@commerce.fl.gov</a>   850.717.8449
Total Number of Homes Completed:	50
Brief Description of Services Rendered:	<p>Byrdson Services is a qualified contractor under Florida's CDBG-DR Program, specializing in the reconstruction and rehabilitation of single-family homes in compliance with IRC, Florida Building Code, HUD MPS, and TDI windstorm standards. Our work includes demolition, debris removal, and rebuilding, along with targeted repairs, all using mold-resistant, flood-resilient materials rated for 3' of water above finished floor and meeting Silver Fortified and GLO standards.</p> <p>We have delivered projects across coastal, inland, and flood-prone terrains, adapting effectively to site-specific challenges. All work is performed in full compliance with local permits, bonding, and warranty requirements.</p>

Example 3: CDBG-DR Housing Engagements Delivered	
<b>Client Name:</b>	State of Alabama - Alabama Department of Economic and Community Affairs (ADECA)
<b>Program:</b>	Community Development Block Grant - Disaster Recovery Residential Reconstruction, Rehabilitation, and MHU Replacement Services in Support of the Alabama Department of Economic and Community Affairs (ADECA) Hurricane Sally and Hurricane Zeta Housing Program
<b>Client Point of Contact:</b>	Daniel Burkholder
<b>POC Contact Information (email and phone):</b>	daniel.burkholder@home.com   251.725.3016
<b>Total Number of Homes Completed:</b>	30
<b>Brief Description of Services Rendered:</b>	Byrdson Services successfully met all program requirements, delivering MHU replacements, residential rehabilitation, reconstruction, and new construction. Our team ensured compliance with local building codes and housing guidelines across various counties. We constructed 2, 3, and 4 bedroom units incorporating ADA-compliant features, including low-threshold showers, grab bars, ramps, and comfort-height toilets. Services also included full MHU replacement—from demolition and disposal to installation—either on the existing footprint or as new builds. Our field teams have executed projects across diverse terrains, including coastal, rural, and high-wind zones, applying site-specific strategies to ensure resilient and code-compliant construction.



# BID ADDENDUM

May 1, 2025

## FAILURE TO RETURN THIS ADDENDUM MAY SUBJECT YOUR BID TO REJECTION

Solicitation Number	Doc1539254856
Solicitation Description	Residential Demolition, Reconstruction, Rehabilitation, and Manufactured Housing Unit Replacement for Hurricane Helene impacted Counties
Addendum Number	1

### CHANGE TO SOLICITATION:

1. **ATTACHMENT H: EXPERIENCE, QUALIFICATIONS, REFERENCES** the reference to “points” has been removed. Amended to read:

Complete one form for each of up to three (3) examples of **CDBG-DR housing engagements** delivered by the proposing General Contractor (prime contractor). Subcontractor qualifications will not be considered. Client Points of Contact must have an adequate understanding of the services delivered. ~~Reference points will not be awarded if the client cannot be contacted with the contact information provided. If the program example provided is not for CDBG-DR single family housing, then the program example will be considered non-responsive. The proposing entity must submit at least one minimally qualified program example for award consideration. Each program example can earn up to 15 points for a total maximum score of 45 points.~~

2. **2.8 PROPOSAL CONTENTS** amended to read:

Vendor response to Section 7: REQUIRED VENDOR INFORMATION should not exceed twenty (20) pages. This does not include cover page (title page), cover letter, table of contents, all pages of the RFP, **résumés, Annual Report, Litigation History**, certificate of insurance, compensation experience modification rate (EMR), copy of safety manual, copy of quality control manual, litigation history, and the completed attachments to this RFP.

**RESPONSE TO QUESTIONS:**

State's Responses to Questions Received by the due date and time of April 28, 2025, by 10:00 am ET. The Question appears exactly as submitted by the Vendor.

	CITATION	VENDOR QUESTION	DCR RESPONSE
1	7.13 Reconstruction Plan Sets, Page 36	Do plan sets have to be included with the RFP submittal or only during the BAFO process?	Plan sets are <u>not</u> required to be provided with the RFP submittal. Plan sets will be requested during the BAFO process.
2	7.13 Reconstruction Plan Sets, Page 36	Can you please clarify what is required in the section? Should the vendor simply list previous CDBG-DR programs where the vendor has provided plan sets?	Correct, list previous CDBG-DR programs where the vendor has provided plan sets.
3	2.8 Proposal Contents, Page 10	Will resumes be included against the 20 page limit?	The 20-page limit does <u>not</u> include résumés.
4	4.9 Bond and Insurance Requirements, Page 18	Will blanket payment & performance bonds be allowed for this program?	DCR will consider, but not require, blanket payment & performance bonds.
5	5.1 Scope of Services, Page 19	Please clarify the time requirement for rehab projects with a scope less than \$50,000. Page 19 says 45 days, other pages state 30 days.	Rehabilitation projects with a scope <\$50,000 shall be completed within <b>45 calendar days</b> from the Notice to Proceed to passed Final Inspection.
6	2.8 Proposal Contents, Page 10	Are the personnel resumes, project history, and Annual Report included in the 20 page limit?	The 20-page limit does <u>not</u> include résumés and Annual Report.  The 20-page limit <u>does</u> include project history.
7	7.4 Key Staffing Profile, Pages 33-34	May resumes be excluded from the 20-page limit?	See answer to Question #3 and #6.
8	7.5 References, Page 34  Attachment H, Page 67	May a Letter of Reference be included as proof of endorsement if a person is unreachable when the Program attempts to contact them?	Yes.

9	7.6 Litigation History, Page 34	May the Litigation History be excluded from the 20-page limit? May it be included as an appendix to Section 7?	The 20-page limit does <u>not</u> include Litigation History.
10	7.8 Annual Report, Page 35	May the Annual Report (financial statements) be excluded from the 20-page limit? May it be included as an appendix to Section 7?	See answer to Question #6.
11	ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS, Section 7c) SITUS AND GOVERNING LAWS, Page 49	Please clarify the requirement for domestication. If the Vendor corporation is not legally formed in North Carolina but registered with the North Carolina Secretary of State as a foreign corporation in North Carolina and in good standing, does this satisfy the "domestication" process?	Yes. A foreign corporation must obtain a Certificate of Authority from the N.C. Secretary of State, which will satisfy the domestication requirement in Attachment C, Section 7c.
12	5.0 Scope of Work, Page 19  4.1 Minimum Qualifications, Page 16	There are two different timeframes prescribed for rehabilitation projects <\$50,000. We recommend 45 days as the standard acceptable timeframe. Please clarify.  Section 5.0 Scope of Work (page 19) states "... <b>45 days</b> for rehabilitation projects with a scope <\$50,000..."  Section 4.1 Minimum Qualifications (page 16) states "ability to carry residential rehabilitation projects to completion within <b>30 days</b> for projects with a scope <\$50,000..."	Rehabilitation projects with a scope <\$50,000 shall be completed within <b>45 calendar days</b> from the Notice to Proceed to passed Final Inspection.
13	5.7 Liquidated Damages, Page 31	On the pre-bid call, one of the speakers said that these timelines would be enforced unless there are "excusable delays approved by the state." Can you please provide a list of excusable delays and how the state will manage approving them? For example, are delays in getting permits, environmental mitigation delays or inspections from local governments excusable delays?	An exhaustive list of excusable delays cannot be provided. Requests by general contractors for an extension to the period of performance will be reviewed on a case-by-case basis.

14	4.9 Bonds and Insurance, Page 18	With respect to the ongoing value of the P&P bonds, will Contractor be permitted to reduce the value of the bonds by the contract amount associated with completed projects? If so, will the trigger to reduce the bond value be based on the date of passed final inspection or the date of final payment for the completed project?	Yes, as long as the vendor maintains performance and payment bonds in an amount equal to (or greater than) the value of the active construction projects issued under the awarded contract. Reduction will be based on the date of final payment.
15	4.9 Bonds and Insurance, Page 18	The RFP states that bond riders will be required to capture increased costs resulting from approved change orders such that 100% of the project cost is always covered by a valid P&P bond. Assuming change orders will be relatively frequent, will Contractor be permitted to establish a set interval (i.e. quarterly) to reconcile the contract and bond values to a change order log and issue such riders based on changes that occur within that period? Else, it's possible that multiple riders will need to be issued weekly.	If the builder is operating at its bond ceiling, then riders will need to be issued in a timely manner to account for change orders.
16	4.3 Payment Structure, Page 16	Is it DCR's intention to withhold retainage on Vendor's monthly invoices? If so, what % will be withheld and what will be the trigger for DCR to release the retainage?	The implementation vendor will inform the payment schedule as a part of its construction management strategy.
17	4.3 Payment Structure, Page 16	In lieu of withholding retainage, if any, will DCR accept a Retention Bond in addition to the P&P bonds?	DCR may consider a Retention Bond if it integrates with the implementation vendor's construction management strategy.
18	5.2.4 Manufactured Housing Units, Page 27	Does the contractor who is buying and installing MHU's in NC need to have a resellers license?	DCR does not require a resale license; the vendor must comply with all relevant local, state, and federal tax laws and regulations.
19	5.6 Project Assignment Methodology, Page 31	Would the program consider awarding projects within a centralized region(s)? Concentrating efforts in a	DCR will consider geographic clustering for builder assignments if it aligns with the

		specific area could potentially lead to a higher success rate for both the program and its vendors by streamlining logistics, reducing travel time, and enhancing overall efficiency.	implementation vendor's construction management strategy.
20	2.1 Request for Proposal Document and Scopes of Work, Page 6	<p>"DCR, or an Implementation Vendor on behalf of DCR, will issue Scopes of Work for specific project assignments to Vendors that are qualified and awarded pursuant to this RFP."</p> <p>What will be the methodology used by DCR or the implementation vendor to assign work to general contractors? Will this methodology or scorecard be shared with the general contractors? Will DCR or the implementation vendor award contractors with more assignments for completing homes under the contractual deadlines?</p>	The implementation vendor will assign projects in accordance with their construction management strategy. The strategy will be communicated to the builders and updated regularly based on performance and capacity.
21	3.1 Method of Award, Page 11	<p>"The State intends to select up to 25 of the most qualified Vendors. Once a pool of the most qualified Vendors is identified, the State will then engage in a Best and Final Offer (BAFO) negotiation phase. Vendors who intend to perform reconstruction projects will be asked for reconstruction plan sets as part of the BAFO process. Plans sets may include traditional Stick-Built construction or modular construction. Costs for all project types will be negotiated during that process as well."</p> <p>Are construction plan sets required to be submitted with the response to this RFP? Or will they be required only if the contractor is selected to participate in the BAFO negotiation phase.</p>	See answer to Question #1.
22	5.2.2 Repair Scope of Work, Page 23	"The Scope of Work for each repaired structure will vary, but may include, although not be limited to, the following: Providing architectural and house plan renderings"	Renderings are only necessary if required by the jurisdiction.

		Are architectural and house plan renderings to be required on every repair project or only if required by the jurisdiction.	
23	5.2.3 Size and New Unit Configuration, Page 24	<p>“Which standard floorplan the applicant receives is based on DCR policy”</p> <p>How many “Standard floorplans” does the program plan on including in the program? Is it the programs intent to keep the number of standard floorplans to a minimum? Will the program consider two or more story homes?</p>	DCR will limit the number of floor plans selected. Plans for two or more story homes will only be considered in site limiting circumstances with no other alternatives.
24	5.4 Additional Requirements, Page 30	<p>“Meet with the program and individual property owners to review the Scope of Work to be performed, including establishing a work schedule acceptable to property owners and reviewing work upon final inspection.”</p> <p>What will the program’s policy be towards homeowner access to the property during construction? Will homeowners be attending the program inspections? Will homeowners determine quality standards, or will quality standards only be upheld by DCR and the implementation vendor?</p>	Builders should establish safe practices for homeowner access to their property. Homeowners are not required to attend or approve program inspections or quality standards.
25	2.4 RFP Schedule, Page 7  2.6 Proposal Questions, Page 8	To allow proper consideration, review, and question submittal, please extend all dates by one week, starting with extending submittals of RFIs until May 5.	The RFP Schedule remains as indicated in the Solicitation.
26	2.8 Proposal Contents, Page 10  7.4 Key Staffing Profile Page 33	Are resumes exempt from the page count?	See answer to Question #3.
27	2.8 Proposal Contents, Page 10  7.9 Safety Information, Page 35	Are the Safety & Quality Manuals required with submission?	Per 7.9 Safety Information, “A copy of Vendor’s safety manual <b>may</b> also be required. <u>The safety manual will become part of the Contract if your Solicitation Response is selected.</u> ” Vendors

	7.10 Quality Control Program, Page 35		<p>are not required to submit with their offer their Safety Manual; however, vendors are welcome to provide it with their offer submission. If the safety manual is not provided with offer submission; if awarded a contract, the safety manual must be provided.</p> <p>Per 7.10 Quality Control Program, <i>"A copy of Vendor's quality control manual <b>may</b> be required. <u>The quality control manual will become part of the Contract if Vendor's Solicitation Response is selected.</u>"</i> Vendors are not required to submit with their offer their Quality Control Manual; however, vendors are welcome to provide it with their offer submission. If the quality control manual is not provided with offer submission; if awarded a contract, the quality control manual must be provided.</p>
28	2.8 Proposal Contents, Page 10  7.8 Annual Report, Page 35	Are financial statements exempt from the page count?	See answer to Question #6.
29	2.8 Proposal Contents, Page 10	The description of required vendor information does not include Section 7.8 Annual Report. Annual Report documents (such as audited financials) can easily be dozens of pages. What is the recommendation for including Annual Reports while adhering to the limitation of 20 pages?	See answer to Question #6.
30	3.1 Method of Award, Page 11	If a vendor is awarded reconstruction projects, can they elect to replace all eligible homes with modular homes,	If vendors submit modular plan sets for DCR consideration and if

		rather than offering stick-built reconstruction as an option?	DCR selects a modular plan set for program use, then yes, the vendor may use the DCR approved modular plan set for reconstruction projects.
31	5.2.4 MANUFACTURED HOUSING UNITS Manufactured Housing Unit (MHU) Replacement Scope of Work Page 29	<p>"Coordinating applicant move out, and providing temporary housing."</p> <p>Section 5.2.4 references the contractor coordinating applicant move-out and providing temporary housing, if eligible. Could the State please clarify the contractor's responsibilities in this process? Specifically, is the contractor responsible for locating, securing, and paying for alternative living arrangements? If so, what eligibility criteria and requirements must be followed so that contractors can accurately account for these costs in their bids?</p> <p>Regarding the provision of temporary housing during the move-out period, who holds liability for the applicant's welfare, property, and behavior while in temporary accommodations?</p>	Temporary housing will not be offered to all applicants. The implementation vendor will determine which, if any applicants, qualify for temporary housing. The implementation vendor will include temporary housing in the vendor's scope of work. The vendor will be required to issue a voucher to the qualified applicant for temporary housing. The applicant will use the voucher to acquire temporary housing.
32	5.4 Additional Requirements, Page 30	<p>"The initial meeting between the general contractor, applicant and Program will be done through a preconstruction meeting at one of the Program offices located within the Western North Carolina Hurricane Helene impacted counties area."</p> <p>Is an in-person preconstruction meeting required between the applicant and Vendor Representative before each site evaluation?</p> <p>Are there any other face-to-face meetings requirements?</p> <p>"Assist homeowners in vacating their damaged home." Will the state provide</p>	<p>In person meetings are encouraged for each site evaluation, but DCR will consider alternative approaches that accelerate recovery or improve applicant service.</p> <p>The implementation vendor will scope pods or temporary storage facilities for each applicant.</p>

		<p>Pods or the funds to purchase the pods for assistance?</p>	
33	<p>4.1 Minimum Qualifications, Pages 15-16</p> <p>7.0 Required Vendor Information, Pages 32-36</p>	<p>Do you want the Evaluation Criteria to refer to the relevant responses within 4.1 Minimum Qualifications and 7.0 Required Vendor Information, or are standalone responses for each of the Evaluation Criteria requested?</p> <p>For example, 3.4, a, ii Financial Stability and Solvency could refer to 4.1 Financial Solvency and Stability and 7.8 Annual Report, or we could provide a narrative response to 3.4.</p> <p>In the interest of not submitting a voluminous proposal, we want to avoid duplicative responses in multiple sections unless explicitly requested.</p>	<p>Standalone responses for each of the Evaluation Criteria are not required or expected. The Evaluation Criteria are intended to communicate to Vendors how DCR will evaluate Vendors' responses and are based on the specifications elsewhere in the RFP.</p>
34	<p>7.4 Key Staffing Profile, Page 33</p>	<p>"Vendor must provide a key staffing profile and résumés for staff that will be responsible for the day-to-day performance of the services required under this Solicitation. Vendor shall designate a dedicated construction lead who will be located in the Western North Carolina Hurricane Helene recovery area."</p> <p>Are we providing their personal résumés or are we providing just their name, contact information and their job description?</p>	<p>Vendor <b>must provide</b> a key staffing profile and <b>résumés</b> for staff that will be responsible for the day-to-day performance of the services required under this Solicitation.</p> <p>Vendor <b>must identify</b> which <b>employees</b>, including if applicable the Project Manager, will be <b>physically located in the responding area</b> as regular face-to-face meetings with the program and applicants will be required (i.e., mandatory preconstruction meetings with applicants for each application).</p> <p><b>Key staff must include the following</b> (DCR prefers for the three referenced positions to be held by three separate individuals qualified to perform each role):</p> <ul style="list-style-type: none"> <li>-Project Manager</li> <li>-Superintendent (s)</li> <li>-Warranty Coordinator</li> </ul>

35	7.5 References, Page 34	<p>“Vendor shall provide a minimum of three references for projects of similar type and size performed within the last five years, preferably for state and/or local government entities. DCR reserves the right to check references prior to making any award hereunder. Any negative responses received may be grounds for disqualification of the proposal. DCR reserves the right to contact programs other than those listed by the Vendor in which DCR knows the Vendor participated.”</p> <p>Can we provide more than three references even if they are in the same state/local government entity, where we have been assigned/contracted to complete projects from demo, abatement, rehabilitation, MHU replacement, reconstruction and elevation projects?</p>	Vendor shall provide a <b>minimum of three references</b> for projects of similar type and size performed within the last five years, preferably for state and/or local government entities.
36	7.13 Reconstruction Plan Sets (for Vendors seeking to perform reconstruction projects), Page 36	<p>“Provide examples of single-family construction projects where you have provided the plan sets and specifications; DCR is specifically interested in examples of any CDBG-DR work where you have provided the plan sets and specifications. During the BAFO process, Vendors who intend to perform reconstruction projects may submit reconstruction plan sets of single-family homes, including options for Stick-Built or Modular homes, for consideration by the program for use in the reconstruction phase of the program. The Contractor must obtain permission from the designers for free reuse by the program by any contractor selected by the Program.”</p> <p>Do you want the entire plan set, or just an overview? Is that outside of our 20 page limit when submitting our RFP?</p>	<p>See answer to Question #1.</p> <p>Plan sets are not to be submitted at this time; just identify projects where you have provided those.</p>
37	5.2.3 Reconstruction, Reconstruction Scope of Work, Page 26	It states Fiber Cement Siding or stucco has to be used. Would it be acceptable to use vinyl siding instead? What we have found working with the	Vinyl siding is an acceptable cladding.

		homeowners in the eastern part of NC is that using the fiber cement siding is putting extra work on the homeowners with the upkeep and maintenance every 7-10 years. It is additional work in long run and an added expense for homeowners that are already tight financially.	
38	7.0 REQUIRED VENDOR INFORMATION 7.8 Annual Report, Page 35	Can privately-held companies submit financials under a separate cover for confidentiality?	<p>Per 2.7 PROPOSAL SUBMITTAL, “<i>If confidential and proprietary information is included in the proposal, also submit one (1) signed, <b>REDACTED</b> copy of the proposal.</i>”</p> <p>In eProcurement Sourcing there are two fields for Vendors to upload files – UNREDACTED offer and REDACTED offer. Please also see Attachment B, No. 27, page 44 for instructions on marking pages and content confidential. The REDACTED version should be a document that can be made public once an award is made.</p>
39	5.2 TASKS/ DELIVERABLES 5.2.3 Reconstruction Scope of Work, Page 26	Please verify that the DCR Implementation vendor will perform LBP testing, and the CM will be responsible for the Asbestos testing as necessary?	The implementation vendor will perform lead based paint testing and the vendor will be responsible for all other testing required by the jurisdiction.
40	5.2 TASKS/ DELIVERABLES 5.2.3 Reconstruction Scope of Work, Page 21	Will a damage assessment and feasibility analysis be performed prior to assignment?	Yes.
41	5.2 TASKS/ DELIVERABLES 5.2.2 Repair Scope of Work, Pages 20-24	In our experience when both the implementation vendor and CM do not perform the scope assessments together, the scope assessment tends to be performed at the substantial and final milestones inspections. Please verify that both the DCR Implementation vendor and CM	The implementation vendor is the construction manager. The implementation vendor will perform the scope assessment and assign the scope to the building vendor.

		perform an assessment together to obtain the SOW?	
42	5.2 TASKS/ DELIVERABLES 5.2.2 Repair Scope of Work	Will Exactimate Pricing be reviewed biannually or annually in order to adjust to the current market?	Xactimate pricing will be reviewed quarterly and adjusted if necessary.
43	5.2 TASKS/ DELIVERABLES 5.2.2 Repair Scope of Work	What is the expectation with pricing adjustments to address tariffs and escalation associated with the tariffs?	Xactimate pricing will be reviewed quarterly and adjusted if necessary.
44	5.2 TASKS/ DELIVERABLES 5.2.3 Reconstruction Scope of Work	Please verify the DCR implementation vendor will provide assistance and coordination with the applicant for temporary relocation.	The implementation vendor will qualify the applicant for temporary assistance. The implementation vendor will include scope for temporary assistance in the builder assignment. The builder will schedule move out and relocation. The builder will pay a voucher to the applicant per their scope.
45	4.0 REQUIREMENTS 4.4 Invoices, Page 17	If in fact performed by the CM please verify that a separate billing process will be allowed to receive continual reimbursement of the task?	Builder payments will be made in accordance with the payment schedule established by the implementation vendor and its construction management strategy.
46	5.2 TASKS/ DELIVERABLES 5.2.2 Repair Scope of Work, Page 23	Please verify that operational expenses and fees will be allowed on Temporary Relocation Assistance.	The implementation vendor will include scope in the builder assignment for temporary housing for qualified applicants.
47	5.0 SCOPE OF WORK 5.7 Liquidated Damages, Page 31	In our experience additional time must be added to the Temporary Relocation Assistance outside of the approved construction timeframes. This is due to the process of homeowner moveout needing to be performed prior to the notice to proceed and the delays after final inspection due to may different factors. Please verify that additional time of reimbursement for temp relo will be allowed upon program review of the process.	DCR will consider exceptions to the timeline in accordance with the implementation vendor's construction management strategy. In general, additional temporary housing assistance outside the prescribed construction timelines will not be considered.

48	5.2 TASKS/ DELIVERABLES 5.2.3 Reconstruction Scope of Work, Page 25	Reasonable Accommodations – Bathroom: Please confirm that all RA's will be performed and finalized prior to design.	In most instances, Reasonable Accommodations will be scoped prior to project assignment to the builder.
49	5.0 SCOPE OF WORK 5.1 Scope of Services, Page 19	What is the repair cap?	The implementation vendor will perform feasibility analysis on each site and establish the repair scope. The scope will not exceed the reconstruction cap, unless exceptional circumstances are approved by DCR.
50	5.0 SCOPE OF WORK 5.1 Scope of Services, Page 19	In the Pre-Bid meeting, it was discussed that it was expected that a large percentage of the task orders would be reconstruction. With such a large repair task order value what are the criteria to flip from repair to reconstruction?	The implementation vendor will establish a repair or reconstruction feasibility policy that will establish criteria for scoping each project.
51	5.2 TASKS/ DELIVERABLES 5.2.2 Repair Scope of Work, Page 23	Will the historic repair process and pricing be the same or will there be separate pricing to accommodate the different processes, fees and materials outside of the standard?	Scoping for historic projects will reflect with costs for materials and activities required by the jurisdiction.
52	5.0 SCOPE OF WORK 5.1 Scope of Services, Page 19	Will additional time be allowed for Historic Properties that require specialty repairs?	DCR will consider additional time for historic properties, depending on the scope and complexity.
53	5.2 TASKS/ DELIVERABLES 5.2.3 Reconstruction Scope of Work, Page 26	Please confirm that scoping is allowed for infrastructure and roads outside of the applicant's property to allow access to the property. Especially regarding MHU delivery and Heavy Equipment access.	Private road and bridge repair scope will be limited to the applicant's property. The State has other programs for repairing roads and bridges.
54	5.2 TASKS/ DELIVERABLES 5.2.2 Repair Scope of Work, Page 23	Please verify that the DCR implementation vendor will obtain or verify the Flood insurance policies?	Yes.
55	5.0 SCOPE OF WORK 5.4 Additional Requirements, Page 30	Will there be opportunities to add additional milestones if necessary, such as preconstruction to assist in the cash flow of the homes?	The implementation vendor will establish a payment schedule in accordance with its construction management strategy.

56	5.0 SCOPE OF WORK 5.7 Liquidated Damages, Page 31	Will there be a cap to LD's?	There is no cap on liquidated damage.
57	4.0 REQUIREMENTS 4.4 Invoices, Page 17	What will be the contracted payment terms?	Per ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS, #9 PAYMENT TERMS, "Payment terms are <b>net</b> not later than <b>30 days after receipt of a correct invoice</b> or acceptance of goods, whichever is later." Additional information regarding payment may be included in the project Scope of Work.
58	5.2 TASKS/ DELIVERABLES 5.2.2 Repair Scope of Work, Page 23	Please address the process of applicant appeals during the construction process. In our experience appeals have been allowed up to and after the completion of construction requiring remobilization of the contractor. Will the applicants be allowed to submit multiple appeals of the scope during and after the construction process? Will the program establish a last day of submission for each task order?	The applicant will not be allowed to appeal the design, materials, or services defined in the construction scope. The vendor is expected to perform according to the scope, provide quality and timely work, and honor the warranties.
59	5.2 TASKS/ DELIVERABLES 5.2.3 Reconstruction Scope of Work, Page 26	Please confirm that scaffolding and additional safety measures outside of the standard model home will be scoped through the site-specific pricing outside of the Hard Cost of the model.	The implementation vendor will scope necessary equipment.
60	3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS 3.1 Method of Award, Page 11	Please verify what scope is to be included within the Hard cost of the standard models or if this information will be provided during the BAFO process.	The BAFO will clarify pricing.
61	3.1 Method of Award, Negotiation and Best Final Offer, Page 13	"During the BAFO process, Vendors who intend to perform reconstruction projects may submit reconstruction plan sets for single-family homes, including options for Stick-Built and/or modular homes, for	It is estimated Vendors will be provided 7 days to respond to the BAFO.

		<p>consideration by the program for use in the reconstruction phase of the program."</p> <p>Do you know an approximately timeline that will be placed for builders to return pricing and house plans if selected to reach the BAFO phase?</p>	
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## Execute Addendum:

VENDOR: Byrdson Services, LLC

AUTHORIZED SIGNATURE

NAME and TITLE (Print or Typed):

James Griffin, President

DATE:

May 6, 2025