

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

Refer <u>ALL</u> Inquiries regarding this to: 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

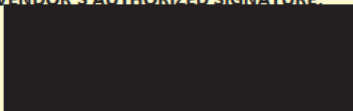
Vendor may choose to accept the State's selected house plan sets and pricing shown herein and sign the Amended Best and Final Offer (BAFO), which will finalize the contract. If a Vendor does not accept the house plan sets and pricing and sign the BAFO, Vendor will not be contracted for the services identified 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 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and Final Offer, and subject to all the terms and conditions herein, those in the original Request for Proposal (unless superseded herein) and in Vendor's offer thereto, the undersigned offers and agrees to furnish and deliver any or all goods/services which are offered, at the prices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: Partners in Construction Inc.		
STREET ADDRESS: 3 London Rd	P.O. BOX:	ZIP:
CITY & STATE & ZIP: Asheville, NC 28803	TELEPHONE NUMBER: 828-228-3940	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE : 1177 Butler Rd, League City, TX 77513		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Jeff Riley, President		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE: 	DATE: 7/23/2025	EMAIL: Jeff@partnersinc.net

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 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:

Accepted 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						
Scope of Work: 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
Total Price	\$ 254,148.85
Design Square Footage (Conditioned Space) on Selected House Plans	1184
Price Per Square Foot (Conditioned Space)	\$ 214.65
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
Total Price	\$ 299,095.94
Design Square Footage (Conditioned Space) on Selected House Plans	1450
Price Per Square Foot (Conditioned Space)	\$ 206.27
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
Total Price	\$ 327,812.14
Design Square Footage (Conditioned Space) on Selected House Plans	1645
Price Per Square Foot (Conditioned Space)	\$ 199.28
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
Utilities	
Decommission Septic System	\$ 3,561.58
Decommission Water Well	\$ 2,643.82

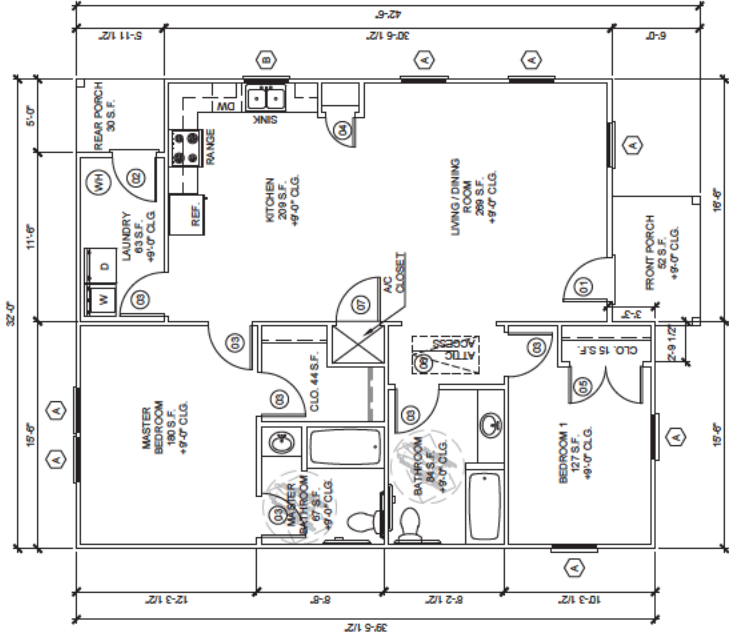
Other Site-Specific Costs	
Sod (per pallet installed)	\$ 654.76
Tree Trimming (per tree)	\$ 704.03
Stump Grinding (per stump)	\$ 715.21
Stump Removal	\$ 1,237.84
Tree Removal (2" - 10" diameter)	\$ 828.37
Tree Removal (11" - 15" diameter)	\$ 1,381.02
Tree Removal (16" - 20" diameter)	\$ 1,895.20
Tree 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

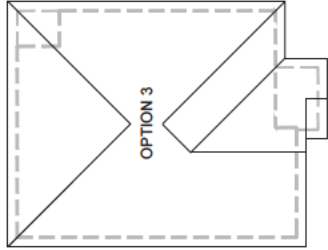
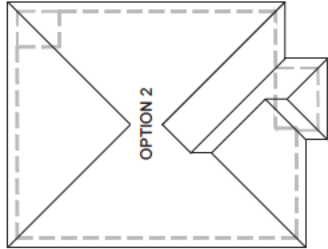
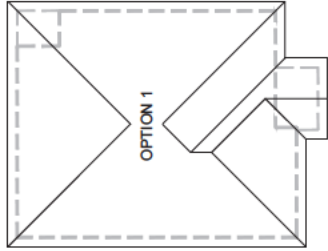
SQUARE FOOTAGE CALCULATIONS		
LOCATION	SQUARE FOOTAGE	REMARKS
FLOOR PLAN	1,184 SQFT	
FRONT PORCH	82 SQFT	
REAR PORCH	30 SQFT	

DOOR SCHEDULE		
MARK	QTY	DESCRIPTIONS
1	1	3'-0" X 6'-8" EXTERIOR WITH PRESHOLE
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'-6" ATTIC ACCESS 350 POUND LADDER RATING
7	1	SELF CLOSING WITH A 350 POUND LADDER RATING (VENTED)

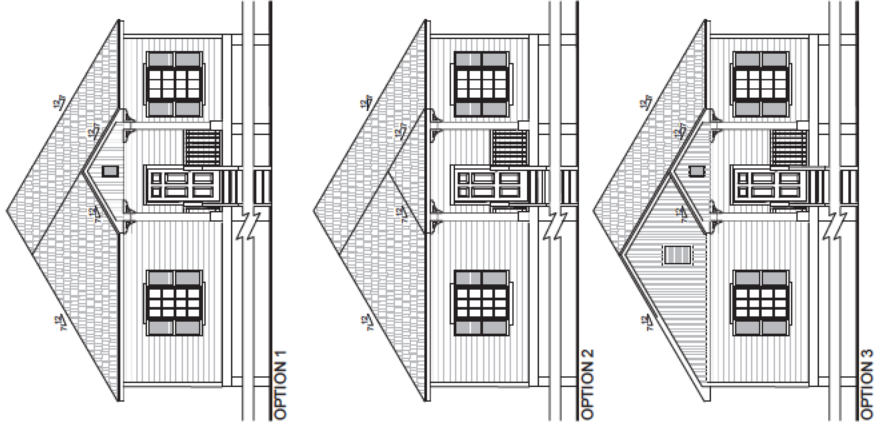
WINDOW SCHEDULE		
MARK	QTY	DESCRIPTIONS
A	7	3'-0" X 5'-0" SINGLE HUNG
B	1	3'-0" X 3'-0" SINGLE HUNG



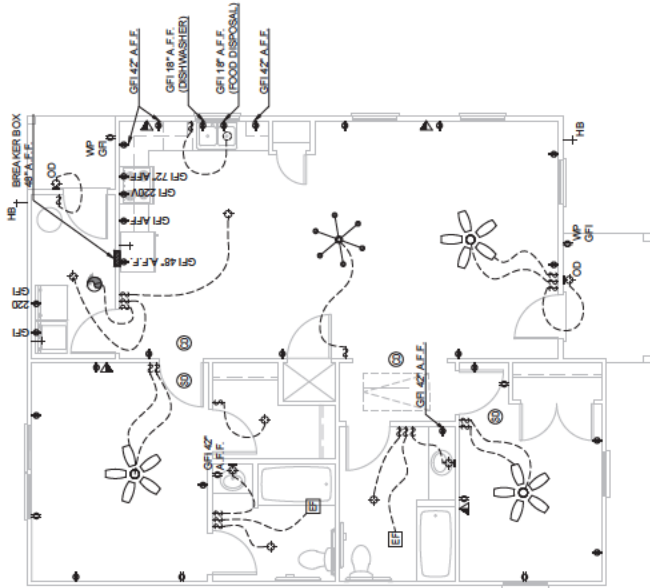
FLOOR PLAN



ROOF PLAN



ELECTRICAL PLAN



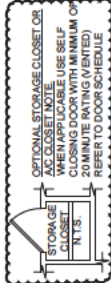
FRONT ELEVATIONS (SIDING)

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



2 BED 2 BATH

POTTOK

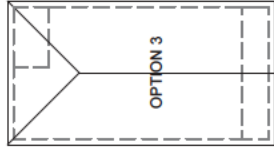
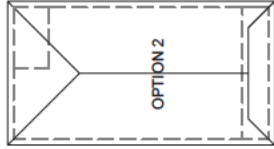
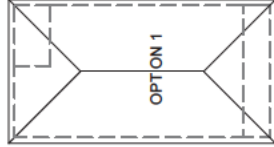


THIS HOUSE PLAN IS FOR THE SOLE PURPOSE AND USE FOR THE NORTH CAROLINA DIVISION OF COMMUNITY REHABILITATION CORP AND THE HURRICANE HELPER PROGRAM. THIS HOUSE PLAN IS NOT TO BE REPLICATED OR RECREATED FOR USE FOR SITE SPECIFIC CONSTRUCTION PLAN SETS. THIS SPECIFIC DRAWING SHALL NOT BE USED FOR PERMITTING.

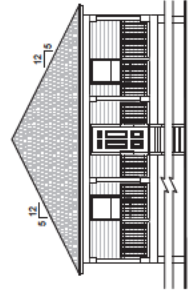
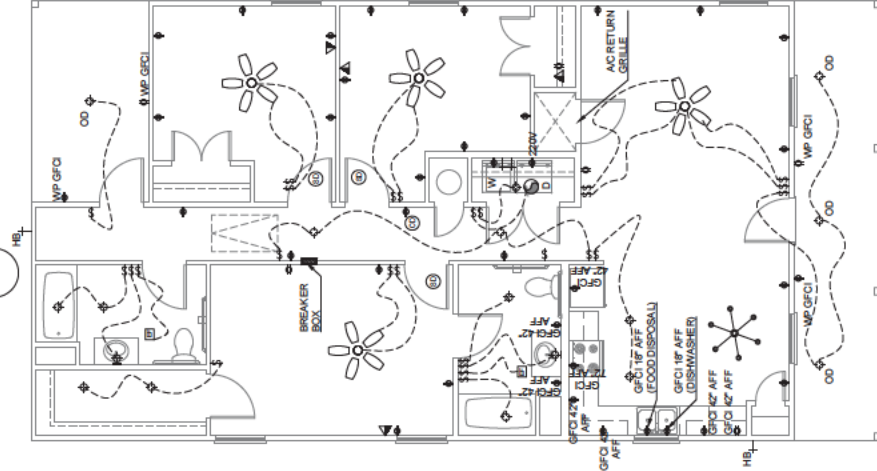
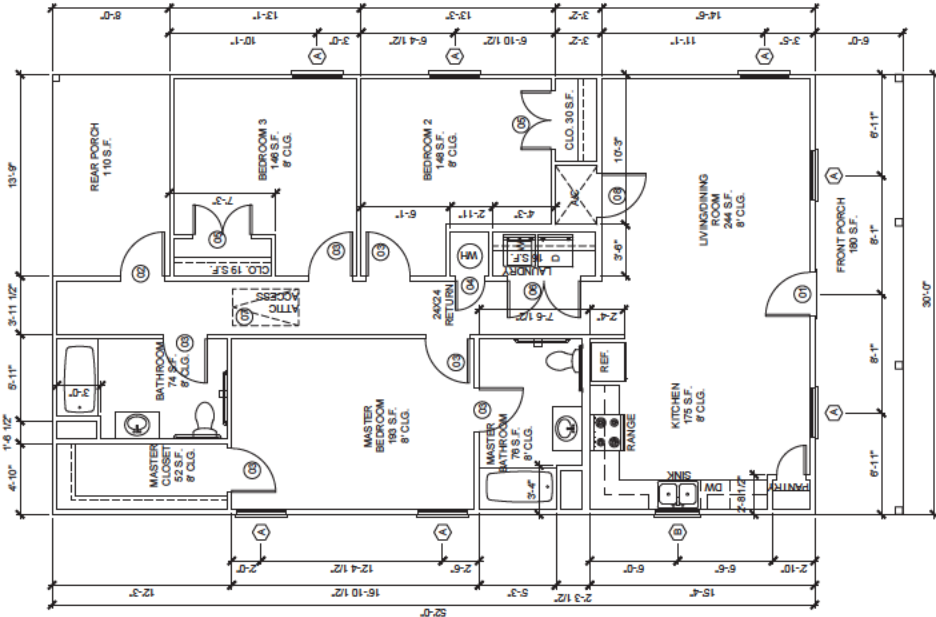
DOOR SCHEDULE			
MARK	QTY	DESCRIPTIONS	REMARKS
01	1	3'6" X 6'6"	EXTERIOR WITH PEephole
02	1	3'6" X 6'6"	EXTERIOR
03	0	3'6" X 6'6"	INTERIOR
04	1	2'6" X 6'6"	INTERIOR, VENTED WHEN GAS APPLANCE
05	2	6'0" X 6'6"	DOUBLE DOORS
06	1	5'6" X 6'6"	DOUBLE DOORS
07	1	30" X 54" ATTIC ACCESS	350 POUND LADDER RATING
08	1	2'4" X 6'6"	VENTED

SQUARE FOOTAGE CALCULATIONS		
LOCATION	SQUARE FOOTAGE	REMARKS
FLOOR PLAN	1,460 S.F.	
FRONT PORCH	180 S.F.	
REAR PORCH	110 S.F.	

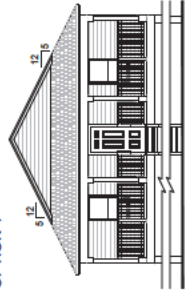
WINDOW SCHEDULE			
MARK	QTY.	DESCRIPTIONS	REMARKS
A	7	3'-4" X 5'-0"	SINGLE HUNG
B	1	3'-0 X 3'-0"	SINGLE HUNG



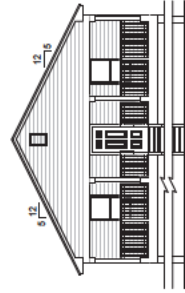
ROOF PLAN



OPTION 1



OPTION 2



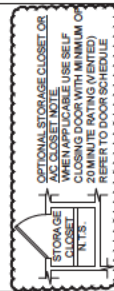
OPTION 3

FLOOR PLAN

ELECTRICAL PLAN

EXTERIOR ELEVATIONS (SIDING)

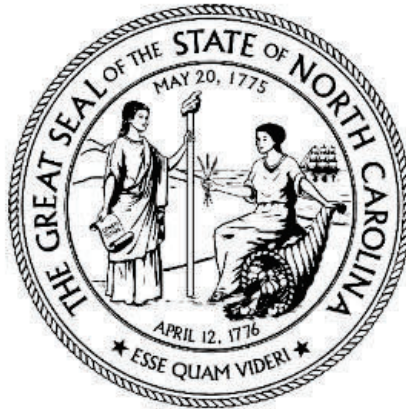
NOTE: ELEVATED HOMES TO BE CONSTRUCTED OUT OF WOOD FRAME CONSTRUCTION.



THIS HOUSE PLAN IS FOR THE SOLE PURPOSE AND USE FOR THE NORTH CAROLINA DIVISION OF COMMUNITY REVITALIZATION (DCR) AND THE HURRICANE HELPER HOUSING PROGRAM. AS SUCH, THIS DESIGN MAY BE REPLICATED OR RECREATED FOR USE FOR SITE SPECIFIC RECONSTRUCTION PLAN SETS. THIS SPECIFIC DRAWING SHALL NOT BE USED FOR PERMITTING.

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

REDACTED COPY



**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
919-526-8340**

REDACTED COPY

STATE OF NORTH CAROLINA
Division of Community Revitalization (DCR)

Refer <u>ALL</u> inquiries regarding this RFP to: angela.dunaway@commerce.nc.gov	Request for Proposal # Doc1539254856
Using Agency: North Carolina Department of Commerce, Division of Community Revitalization	Proposals will be publicly opened: May 8, 2025, at 2:00 pm ET
	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: Partners in Construction, Inc., DBA Partner, Inc.		
STREET ADDRESS: 3 London Road	P.O. BOX:	ZIP: 28803
CITY & STATE & ZIP: Asheville, NC 28803	TELEPHONE NUMBER: 828.228.3940	TOLL FREE TEL NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE : 1177 Butler Road, League City, TX 77573		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Jeff Riley, President		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE: 	DATE: 5/7/2025	EMAIL: jeff@partnersinc.net

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

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

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 Pre-Proposal Conference	State	April 24, 2025, at 10:00 am ET via TEAMS and Call In Number
Submit Written Questions	Vendor	April 28, 2025, by 10:00 am ET <i>Please attend the Pre-Proposal Conference prior to submitting questions.</i>
Provide Response to Questions	State	May 1, 2025
Submit Proposals	Vendor	May 8, 2025, BEFORE 2:00 pm ET (by 1:59:59)
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 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.
- 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

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.

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

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

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. 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 bathrooms¹;
- 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 seat²; 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:

¹ 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.

² 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.³

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:

³ 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 DCR'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

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

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

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

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 it 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 may be 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

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

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://ncadmln.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 (1) 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 Davis-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

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:

Partners In Construction, Inc. (PIC), DBA Partner, Inc., currently has an office in Asheville, NC and will maintain this space for the duration of the project. PIC's Asheville office serves as the central point from which all project coordination occurs. All key personnel required for onsite work and face-to-face meetings are located in our local office. Local office functions include project management, field operations, materials coordination, inspection, warranty coordination, and quality control. Back-office supplemental support coming from our Texas office will include administrative support, Section 3 compliance and reporting, human resources, and accounting/invoicing. Additional personnel from our other field offices may be deployed to our Asheville office for additional capacity. Our office locations are:

HQ: 1177 Butler Road; League City, TX

Field: 17422 Elkgrove Lane; Estero, FL

Field: 3 London Road, Asheville, NC

Field: 5270 Maudelayne Drive North; Mobile, AL

Field: 14214 Highway 90, Suite D; Boutte, LA

ATTACHMENT E: HISTORICALLY UNDERUTILIZED BUSINESSES INFORMATION

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

ATTACHMENT F: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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, Partners in Construction, Inc., 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

Jeff Riley, President
Name and Title of Vendor's Authorized Official

5/7/2025
Date

ATTACHMENT G: DISCLOSURE OF LOBBYING ACTIVITIES

The Disclosure of Lobbying Activities form, is located at <https://www.doa.nc.gov/pandc/onlineforms/form-omb-standard-form-III-7-2020/download>.

PIC does not engage in any lobbying activity, nor does it engage any person or entity to lobby on its behalf.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OM

0348-0045

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Partners In Construction, Inc. DBA Partner, Inc. Congressional District, if known: _____			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency: U.S. Department of Housing and Urban Development			7. Federal Program Name/Description: Community Development Block Grant - Disaster Recovery CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): PIC, its owners, and employees do not engage in nor does PIC engage, employee, or contract persons, entities, or firms to perform lobbying			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <div style="background-color: black; width: 200px; height: 40px; margin: 10px 0;"></div>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: <div style="background-color: black; width: 150px; height: 30px; display: inline-block;"></div> Print Name: John Kelly Title: President Telephone No.: 828.228.3940 Date: 5/7/2025		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

PRINT

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. **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.**

Example 1: CDBG-DR Housing Engagements Delivered	
Client Name:	Horne, LLP for Lee County, Florida
Program:	LeeCares Housing Rehabilitation, Reconstruction & Elevation (HRRE).
Client Point of Contact:	Danny Permar
POC Contact Information (email and phone):	danny.permar@horne.com; 239.241.5546
Total Number of Homes Completed:	20
Brief Description of Services Rendered:	PIC is a prime contractor providing project management, reporting, QA/QC, compliance monitoring, homeowner coordination, customer service, construction management, supervision, building construction, inspections, and warranty services specific to rehabilitation and reconstruction of disaster-damaged single-family, scattered site homes. PIC currently has the most completions of any contractor on the program and is the fastest producer of completed reconstruction projects, beating the next highest rated firm by nearly 20 days. PIC is in the top three producers for rehabilitation projects and is rated second overall for average days to completion for all project types. Program value: \$43 million.

Example 2: CDBG-DR Housing Engagements Delivered	
Client Name:	Louisiana Office of Community Development Disaster Recovery Unit
Program:	Restore Louisiana 2020
Client Point of Contact:	Ben Diebold
POC Contact Information (email and phone):	504.810.0471; ben.diebold@1lemoire.com
Total Number of Homes Completed:	119 Completed (24 Reconstruction, 95 Rehabilitation)
Brief Description of Services Rendered:	The Restore Louisiana Homeowner Assistance Program provides grant funding to homeowners affected by 2020-21 Storms for home repairs, reconstruction, and/or reimbursement. OCD DRU's Construction Managers are Lemoine and Dynamic Group. PIC provides construction services to homeowners through the state managed option. This includes project management, homeowner coordination, rehab, recon, and MHU replacement, elevation, and environmental mitigation. PIC is a prime contractor and has received 250 total assignments to date. PIC has completed 119 projects and has 131 projects in progress. Program Value: \$680 million.

Example 3: CDBG-DR Housing Engagements Delivered	
Client Name:	DSW Homes for Sarasota County
Program:	Resilient SRQ Housing Program
Client Point of Contact:	Paul Judson
POC Contact Information (email and phone):	409.939.3344;paul.judson@dswhomes.com
Total Number of Homes Completed:	1 completed, 2 in progress, 16 in county review/permitting
Brief Description of Services Rendered:	<p>The Sarasota County, Florida Resilient SRQ Housing Program provides demolition, rehabilitation, reconstruction, and MHU replacement options for homeowners affected by Hurricane Ian. PIC qualified for all construction options. To date, PIC has received 20 rehabilitation assignments, 16 are under county review, 1 has withdrawn, 1 has been completed, and 2 are in progress. Though the program has had a slow start, PIC anticipates that program policy and process hurdles will improve, allowing PIC production to move into a higher output and more steady state in the near future. Program value: \$55 million.</p>



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 45 calendar days 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 "...45 days 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 30 days for projects with a scope <\$50,000..."	Rehabilitation projects with a scope <\$50,000 shall be completed within 45 calendar days 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, " <i>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.</i> " 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 <u>may</u> 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 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.</p> <p>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).</p> <p>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):</p> <ul style="list-style-type: none"> -Project Manager -Superintendent (s) -Warranty Coordinator

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 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.
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, REDACTED 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 many 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 net not later than 30 days after receipt of a correct invoice 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:** Partners in Construction, Inc., DBA Partner, Inc.**AUTHORIZED SIGNATURE** **NAME and TITLE (Print or Typed):** Jerr Riley, President**DATE:** 5/7/2025

Contents

7.0. Required Vendor Information	1
7.1 Vendor Information (Incorporating Section 4.1 Minimum Qualifications).....	1
7.2 Company Narrative.....	8
7.3 Company Profile.....	15
7.4 Key Staffing Profile.....	16
7.5 References	16
7.6 Litigation History	17
7.7 Conflicts.....	17
7.8 Annual Reports.....	17
7.9 Safety Information	17
7.10 Quality Control Program.....	18
7.11 Cost Control Program	18
7.12 Warranty Program	18
7.13 Reconstruction Plan Sets	19
Attachments and Supporting Documentation	20
Attachment 1: North Carolina General Contractor's License	
Attachment 2: Secretary of State Certificate of Authority	
Attachment 3: Resumes	
Attachment 4: Bonding Capacity	
Attachment 5: Annual Report	
Attachment 6: EMR	
Attachment 7: Insurance	
Attachment 8: Operations Manual (Safety and Quality)	
Attachment 9: Letters of Recommendation	

CONFIDENTIAL INFORMATION: *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.*

7.0. Required Vendor Information

7.1 Vendor Information (Incorporating Section 4.1 Minimum Qualifications)

North Carolina Licensing. Partners in Construction, Inc. (PIC), DBA Partner, Inc., is licensed as a Residential General Contractor in North Carolina, License # 104628, is registered with the North Carolina Secretary of State, and is a member of the Builders Association of the Blue Ridge Mountains. PIC owner, Jeff Riley, is originally from North Carolina and is experienced with the North Carolina Building Code, Municipal Building Codes, and CDBG-DR eligible activities in residential demolition, rehabilitation, and reconstruction. PIC is accustomed to the nuances of local construction requirements, community recovery needs, and program goals.

Partners in Construction, Inc.
Proud Member of



Years In Residential Construction Business. PIC is a residential construction firm formed in 2020. It is owned and managed by Jeffrey Riley, Brad Doerre, Joey Austin, and Douglas Lane, and Shawn Lynch. As shown below, the owners have a combined **76 years** of ownership and executive management experience in companies that have provided residential construction services.

Name	Company Owner/Principal	Years Previous Ownership/Exec Management	Previous Company and Role
Jeffrey Riley	Owner	10	<i>JW Turner Construction, Regional Construction Manager (2013-2023)</i> <i>SLS Co, SuperIntendent (2011-2013)</i> <i>America's Home Place, Project Manager (2006-2011)</i> <i>Centex Homes, Superintendent (2001-2006)</i>
Brad Doerre	Owner	11	<i>Dalco Services, Partner (2017-Present)</i> <i>Builders Wholesale Inc, Partner (2014-Present)</i> <i>Austin Windstorm Construction, Partner (2014-Present)</i> <i>Building Code Inspector (2005-2012)</i> <i>New Mark Homes, LP, Project Manager (2002-2005)</i>
Carl Joseph Austin	Owner	22	<i>Dalco Services, Partner (2017-Present)</i> <i>Builders Wholesale Inc, Partner (2013-Present)</i> <i>Austin Windstorm Construction, Inc, President (2003-Present)</i>
Douglas Lane	Owner	8	<i>Dalco Services, President and Owner (2017-Present)</i> <i>Rolyn Companies, Inc., Project Manager (2007-15)</i> <i>Worley Catastrophe Response, LLC, Independent Adjuster (2005-2007)</i>
Shawn Lynch	Owner	25	<i>Filamar Energy, Managing Partner (2015-Present)</i> <i>Real Estate Investor and Developer (2000-Present)</i>

The PIC ownership team has combined their strengths to develop a disaster recovery housing organization working with various government programs including CDBG-DR (Sarasota Resilient SRQ, Lee County Cares, Restore Louisiana, TX GLO Housing Programs, ADECA HRAP, and Florida IAN), FEMA housing programs (in multiple states), and other non-disaster housing assistance through state and federal funding. We focus on completing high-level disaster relief/rehab projects in record time, with safety and satisfaction always being the utmost priority.

PIC was formed by housing construction professionals who began their careers in housing renovation and new construction more than 20 years ago, professionals that have also been providing disaster housing recovery services for 75 percent of their tenure in the industry. Our story began with the birth of Austin Windstorm Construction, installing hurricane components on new residential homes as part of a new and growing industry requirement. As the business grew, so did our areas of interest; from building production homes in the Greater Houston Area to maintaining certifications in building, mechanical, electrical, plumbing, and energy codes.

PIC owners Brad Doerre, Joey Austin, and Doug Lane are also partners in Dalco Services, PIC's sister company. Dalco was established to create a scalable business that could reach markets outside Austin Windstorm Construction's coastal limitations. It is one of Texas' leading roofing companies specializing in wind-code compliant residential and commercial roofing repairs, installation, and maintenance, as well as contractor and gutter services. From full roof inspections including post storm assessments and personal assistance for insurance claims to the repair or replacement work necessary to weatherproof homes and commercial buildings, Dalco's roof replacements are backed with solid warranties. Today, Dalco stands as one of the largest roofing contractors in Houston, with operations expanding into new markets, including Austin, San Antonio, Dallas, Fort Worth, Rio Grande Valley, Louisiana, and Alabama.

Owner Jeff Riley's proven ability to lead and motivate teams to achieve each project milestone from planning through execution, on time and on budget, has made him successful in delivering home repair and reconstruction projects post-disaster across the Gulf Coast. His work has resulted in the successful completion of more than 1,500 projects, returning disaster victims to decent, safe, sanitary, and energy efficient homes. His complete understanding of the project lifecycle in CDBG-DR housing programs from the site-specific formulation of work plans and compliance with program, local, and federal building requirements provides PIC with a formidable leader who implements operational efficiencies.

Project Type 2 Rehabilitation & Reconstruction CDBG-DR Single Family Housing Program

Experience. PIC commits to completion of all projects within the required performance periods (not to exceed 90 days for preconstruction activities, 150 days for reconstruction projects, 45-120 days based on scope value for rehabilitation, and 30 days for residential demolition). PIC has been providing CDBG-DR Single Family residential rehabilitation and reconstruction services in earnest since 2023, building on the long history of its owners and partners rooted in construction of residential mitigation measures and disaster recovery housing. PIC understands the services solicited and is currently providing similar services for CDBG-DR housing construction programs across the Gulf Coast, in the Northeast, and within U.S. territories. PIC currently holds CDBG-DR rehabilitation, reconstruction, and new construction contracts in Louisiana, Alabama, and Florida.



Environmental Compliance and Lead and Asbestos Mitigation. PIC has a record of completing projects that include environmental mitigation scope specified by the program's site-specific Tier 2 ERR. This includes items such as environmental hazards (lead and asbestos), noise, fire, wind, and flood mitigation, historic preservation, and more, depending upon the site. PIC's experience comes from work mitigating home components identified as containing environmental hazards in programs in Florida, Texas, Louisiana, and Alabama.

PIC is EPA certified pursuant to 40 CFR Part 745, Subpart E, to conduct Renovation, Repair and Painting Activities in target housing and child-occupied facilities (ID3R901136). PIC uses certified supervisors, workers, and subcontractors to address environmental hazards identified in site-specific scopes of work. PIC's staff members are experienced in environmental hazard site compliance including proper site posting and safe work practices, and the handling and disposal of hazardous materials.

Demonstration of Successful Completion of Projects of Similar Size and Nature. PIC staff members have managed more than 3,000 home rehabilitation, reconstruction, and demolition projects for disaster housing recovery programs. This includes the management of more than 300 projects with historic and environmental hazard concerns and which required specialized knowledge, increased compliance, and site-specific considerations. The table below demonstrates staff member CDBG-DR housing project experience.

Partner, Inc. Staff Member	Hurricane Katrina LA Office of Community Development	Hurricane Isaac LA Office of Community Development	Hurricane Ike Southeast TX Regional Planning Commission	Hurricane Ike Galveston County	Hurricane Ike City of Houston	Superstorm Sandy NJ Dept of Community Affairs	Restore Louisiana 2016 Floods LA Office of Community Development	Hurricane Harvey Harris County	Hurricane Harvey City of Houston	Hurricane Harvey Texas General Land Office	Hurricane Sally AL Dept of Economic and Community Affairs	Restore Louisiana 2020 LA Office of Community Development	Hurricane Michael FL Dept of Commerce	Hurricane Ian Lee County, FL	Hurricane Ian Sarasota County, FL
Jeff Riley		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Douglas Lane													✓	✓	✓
Mark Collins										✓	✓	✓	✓	✓	✓
Collin St. Pierre			✓								✓	✓	✓	✓	✓
Stacey St. Pierre	✓	✓				✓	✓					✓		✓	✓
Lelgh Doerre							✓				✓	✓	✓	✓	✓
Brian Talamo											✓	✓	✓	✓	✓
John Flex										✓	✓	✓	✓	✓	✓
Daniel Villasana											✓			✓	✓
Fernin Abarado											✓			✓	✓
Brooke Riley											✓			✓	✓
David Bumgarner														✓	✓
Dean Davis, Jr.												✓	✓	✓	✓
Joshua Coffin														✓	✓
Leo Griefkowsk														✓	✓
Michael Warren										✓	✓	✓	✓	✓	✓
Monique Martinez												✓		✓	✓
Tommy Dardar												✓	✓	✓	✓
Alfredo Diego											✓	✓	✓	✓	✓

PIC is currently managing and completing CDBG-DR housing rehabilitation, reconstruction, and MHU replacement work in Louisiana, Alabama, and Florida. Below are details of this experience and more.

Resilient SRQ Housing Recovery Program	
PIC as Prime Contractor, CDBG-DR, 2024-Present	
Client Name: DSW Homes for Sarasota County, Florida	
<p>Project Purpose: To perform demolition, rehabilitation, reconstruction of single-family residential structures and replacement of Manufactured Housing Units (MHUs) in compliance with local, federal and state statutory requirements for grants under the CDBG-DR housing recovery program for Sarasota County. Program value: \$55 million.</p> <p>Services Provided:</p> <div> <div> <input checked="" type="checkbox"/> Project Management, Reporting, QA/QC, Compliance <input checked="" type="checkbox"/> Homeowner coordination and customer service <input checked="" type="checkbox"/> Rehabilitation <input checked="" type="checkbox"/> Reconstruction <input checked="" type="checkbox"/> Mobile Home Replacement <input checked="" type="checkbox"/> Demolition </div> <div> <input checked="" type="checkbox"/> Elevation <input checked="" type="checkbox"/> Wind Mitigation <input checked="" type="checkbox"/> Environmental Hazard Mitigation (LBP/ASB) <input checked="" type="checkbox"/> Accessibility Standards <input checked="" type="checkbox"/> Energy Efficient & Green Building Standards </div> </div> <p>PIC has been qualified and is contracted to provide all services listed above as part of the scope of work. The county is a new grantee and the program is ramping up over time. To date, PIC has received 20 rehabilitation assignments, 16 are under county review, 1 has withdrawn, 1 has been completed, and 2 are in progress. Though the program has had a slow start, PIC anticipates that program policy and process hurdles will improve, allowing PIC production to move into a higher output and more steady state.</p>	

LeeCares Housing Rehabilitation, Reconstruction, and Elevation Program (HRRE)

PIC as Prime Contractor, CDBG-DR, 2024-Present

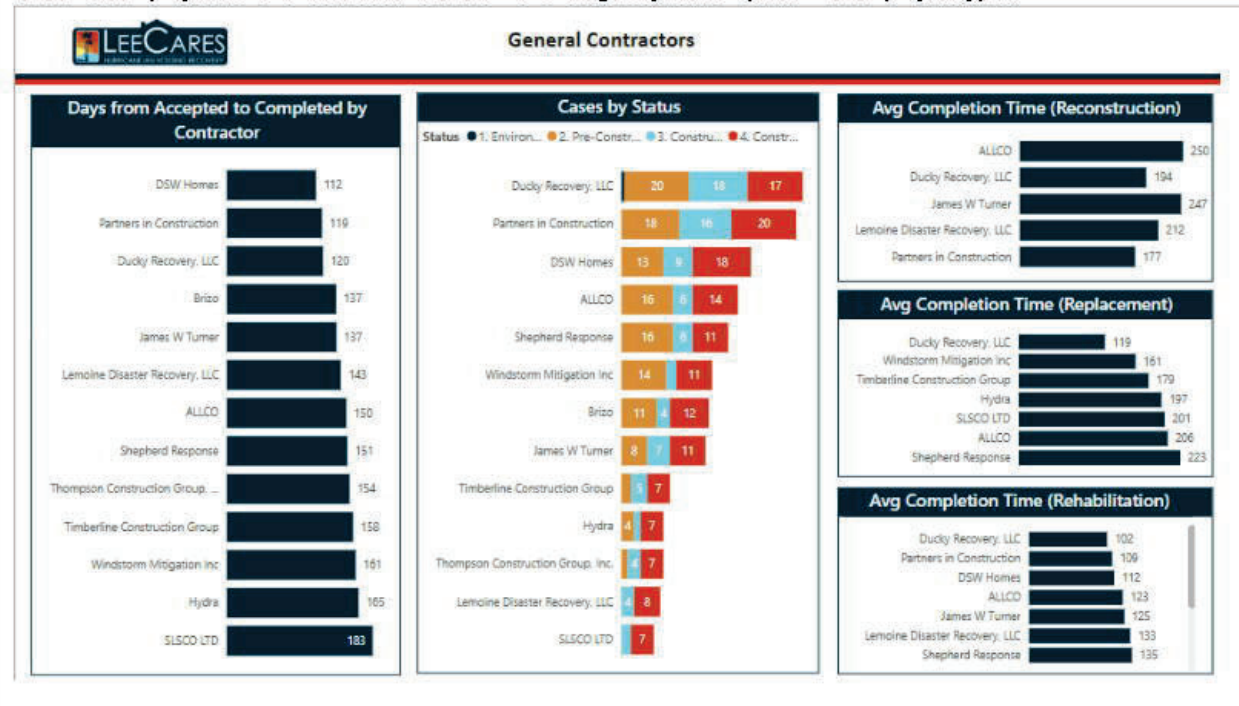
Client Name: Home, LLC for Lee County, Florida

Project Purpose: To perform demolition, rehabilitation, reconstruction of single-family residential structures and replacement of Manufactured Housing Units (MHUs) in compliance with local, federal and state statutory requirements for grants under the CDBG-DR program for Lee County. Program Value: \$43 Million.

Services Provided:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Project Management, Reporting, QA/QC, Compliance | <input checked="" type="checkbox"/> Elevation |
| <input checked="" type="checkbox"/> Homeowner coordination and customer service | <input checked="" type="checkbox"/> Wind Mitigation |
| <input checked="" type="checkbox"/> Rehabilitation | <input checked="" type="checkbox"/> Environmental Hazard Mitigation (LBP/ASB) |
| <input checked="" type="checkbox"/> Reconstruction | <input checked="" type="checkbox"/> Historic Preservation |
| <input checked="" type="checkbox"/> Accessibility Standards | |
| <input checked="" type="checkbox"/> Demolition | |

PIC currently has the most completions of any contractor on the program and is the fastest producer of completed reconstruction projects, beating the next highest rated firm by nearly 20 days. PIC is one of the top three producers for rehabilitation projects and is rated second overall for average days to completion for all project types.



Restore Louisiana 2020

PIC as Prime Contractor, CDBG-DR, 2023-Present

Client Name: Louisiana Office of Community Development (OCD) Disaster Recovery Unit

Project Purpose: The Restore Louisiana Homeowner Assistance Program provides grant funding to homeowners affected by 2020-21 Storms for home repairs, reconstruction, and/or reimbursement. PIC provides construction services to homeowners through the state managed option. Program Value: \$680 million.

Services Provided:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Project Management, Reporting, QA/QC, Compliance | <input checked="" type="checkbox"/> Elevation |
| <input checked="" type="checkbox"/> Homeowner coordination and customer service | <input checked="" type="checkbox"/> Wind Mitigation |
| <input checked="" type="checkbox"/> Rehabilitation | <input checked="" type="checkbox"/> Environmental Hazard Mitigation (LBP/ASB) |
| <input checked="" type="checkbox"/> Reconstruction | <input checked="" type="checkbox"/> Historic Preservation |
| <input checked="" type="checkbox"/> Mobile Home Replacement | <input checked="" type="checkbox"/> Accessibility Standards |
| <input checked="" type="checkbox"/> Demolition | <input checked="" type="checkbox"/> Energy Efficient & Green Building Standards |

This program has a large geographic spread that includes a wide range of municipalities, each with their own nuanced building standards and code inspectors with personal priorities. This makes coordination with parties outside the program a critical factor in achieving program compliant construction, often requiring the program to assess eligibility of scope that would not ordinarily be included. PIC is successfully negotiating these relationships to support the program goal of getting homeowners home at the most economical price while also meeting non-standard local requirements that must be accounted for to gain local building department approval. PIC's reconstructed homes meet the Fortified Gold standard.

ADECA HRAP

PIC as Subcontractor, CDBG-DR, 2023-Present

Client Name: BHL, Lemolne Construction, and Dynamic Construction for Alabama Department of Economic and Community Affairs

Project Purpose: The program provides housing assistance to eligible single-family homeowners and owners of single-family rental properties affected by Hurricane Sally in September 2020 and/or Hurricane Zeta in October 2020. PIC is a subcontractor to three of ADECA's qualified prime contractors and provides construction services to support completion of housing recovery projects.

Services Provided:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Project Management, Reporting, QA/QC, Compliance | <input checked="" type="checkbox"/> Elevation |
| <input checked="" type="checkbox"/> Homeowner coordination and customer service | <input checked="" type="checkbox"/> Wind Mitigation |
| <input checked="" type="checkbox"/> Rehabilitation | <input checked="" type="checkbox"/> Environmental Hazard Mitigation (LBP/ASB) |
| <input checked="" type="checkbox"/> Reconstruction | <input checked="" type="checkbox"/> Historic Preservation |
| <input checked="" type="checkbox"/> Mobile Home Replacement | <input checked="" type="checkbox"/> Accessibility Standards |
| <input checked="" type="checkbox"/> Demolition | <input checked="" type="checkbox"/> Energy Efficient Standards |
| | <input checked="" type="checkbox"/> Green Building Standards (FORTIFIED GOLD) |

Project assignments in this program are geographically dispersed. It is not uncommon that assignments are an hour and a half to three hours apart in drive time. The scattered nature of these assignments makes scheduling a critical success factor in delivery of construction services. PIC has developed scheduling, materials coordination, and site management strategies that allow us to wring efficiency out of an inherently inefficient job location situation. PIC rises to the challenge by allocating resources, staging work, and scheduling activity at each job site to stay on schedule and budget.

Harvey Homeowner Assistance Program

Jeff Riley (PIC Owner) as Regional Construction Manager for JWTC Prime Contractor, CDBG-DR, CDBG-MIT
 2018-2020

Client Name: Texas General Land Office (GLO)

Project Purpose: The GLO allocated \$1.334 billion of CDBG-DR funds for the Homeowner Assistance Program to help repair and reconstruct owner-occupied single-family homes damaged by Hurricane Harvey.

Services Provided:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Project Management, Reporting, QA/QC, Compliance | <input checked="" type="checkbox"/> Wind Mitigation |
| <input checked="" type="checkbox"/> Homeowner coordination and customer service | <input checked="" type="checkbox"/> Environmental Hazard Mitigation (LBP/ASB) |
| <input checked="" type="checkbox"/> Rehabilitation | <input checked="" type="checkbox"/> Historic Preservation |
| <input checked="" type="checkbox"/> Reconstruction | <input checked="" type="checkbox"/> Energy Efficient Standards |
| <input checked="" type="checkbox"/> Accessibility Standards | <input checked="" type="checkbox"/> Green Building Standards (FORTIFIED GOLD) |
| <input checked="" type="checkbox"/> Demolition | |

Jeff Riley oversaw the completion of an average of 200 homes annually as part of this work, coordinating construction activities for multiple crews working simultaneously, often at great distances from one another. There were a significant number of pre-1978 damaged single family, owner-occupied homes in the disaster affected area requiring LBP mitigation measures during demolition and rehabilitation. Because CDBG-DR funds were used, the program required compliance with energy efficiency and green building standards.

Hurricane Ike HRAP

Jeff Riley as Superintendent for SLS Co. Prime Contractor and later as Operations Manager for JWTC Prime Contractor, CDBG-DR, 2008-2013

Client Name: Southeast Texas Regional Planning Commission

Project Purpose: SLS Co was a prime contractor for the SETRPC, charged with running its own housing rehab and reconstruction program using GLO funds after Hurricane Ike. Approximately 800 homeowners were assisted through the SETRPC program.

Services Provided:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Project Management, Reporting, QA/QC, Compliance | <input checked="" type="checkbox"/> Elevation |
| <input checked="" type="checkbox"/> Homeowner coordination and customer service | <input checked="" type="checkbox"/> Wind Mitigation |
| <input checked="" type="checkbox"/> Rehabilitation | <input checked="" type="checkbox"/> Environmental Hazard Mitigation (LBP/ASB) |
| <input checked="" type="checkbox"/> Reconstruction | <input checked="" type="checkbox"/> Historic Preservation |
| <input checked="" type="checkbox"/> Accessibility Standards | <input checked="" type="checkbox"/> Energy Efficient Standards |
| <input checked="" type="checkbox"/> Demolition | <input checked="" type="checkbox"/> Green Building Standards (FORTIFIED GOLD) |

Work included rehabilitation of homes with special considerations such as LBP mitigation or historic concerns. Mr. Riley oversaw completion in compliance with EPA and OSHA standards for safe work practices and hazardous materials handling, as well as compliance with State Historic Preservation Office (SHPO) requirements for specialized materials and preservation of architectural features. Mr. Riley was instrumental in achieving the program goal of rehabilitating storm damaged homes to decent, safe, and sanitary conditions where feasible and increasing new housing stock through complete reconstruction.

New Jersey RREM

Stacey St. Pierre as Project Manager for Robert Wolfe Construction (Prime), CDBG-DR, 2014-2016

Client Name: NJ Department of Community Affairs

Project Purpose: The RREM Program supplemented homeowner funds with grants up to \$150,000 to repair or reconstruct the structure in compliance with flood plain, environmental, and other state and local requirements. Robert Wolfe Construction was a prime contractor providing construction services to homeowners.

Services Provided:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Project Management, Reporting, QA/QC, Compliance | <input checked="" type="checkbox"/> Elevation |
| <input checked="" type="checkbox"/> Homeowner coordination and customer service | <input checked="" type="checkbox"/> Environmental Hazard Mitigation (LBP/ASB) |
| <input checked="" type="checkbox"/> Rehabilitation | <input checked="" type="checkbox"/> Historic Preservation |
| <input checked="" type="checkbox"/> Reconstruction | <input checked="" type="checkbox"/> Energy Efficient Standards |
| <input checked="" type="checkbox"/> Accessibility Standards | <input checked="" type="checkbox"/> Green Building Standards (FORTIFIED GOLD) |
| <input checked="" type="checkbox"/> Demolition | |

Stacey St. Pierre oversaw the completion of more than 100 houses as part of this project. Elevations were particularly challenging in the program due to the variety of construction methods and materials used in existing structures, as well as the close proximity of houses. Ms. St. Pierre successfully led her team in coordination with architects and engineers to develop solid work plans and creative feasible alternatives that resulted in completion of projects while accounting for the structural and spatial challenges presented.

Compliance Reporting, Section 3, HUB Participation, and Subcontracting. PIC's staff member Leigh Doerre is the primary point of contact for compliance, reporting, and Section 3 and HUB coordination. Leigh has 15 years of experience in government compliance.

PIC has experience achieving compliance and reporting specific to state and federal construction laws, regulations and procedures, and producing payroll records. This includes reporting on Section 3 and other cross-cutting regulatory requirements. Residential construction for housing structures containing fewer than eight units is exempt from Davis Bacon reporting requirements, but PIC maintains adequate payroll records and can produce them upon request. PIC is currently providing all compliance reporting specific to CDBG-DR housing rehabilitation and reconstruction to Lee County and Sarasota County in Florida and in Louisiana as a result of its prime contractor responsibilities in each of these programs.

PIC is committed to the goals of Section 3 of the Housing and Community Development Act (HCDA) to ensure that low- and very low-income people benefit from HUD funded project employment and training opportunities. Further, PIC is committed to providing contracting opportunities to Section 3 qualified businesses located in or owned in substantial part by people residing in the program area. PIC engages in compliant recruiting and hiring, conducting outreach and coordination with local community organizations to promote employment, training, and contracting opportunities.

PIC recognizes and will comply with North Carolina General Statute G.S. 143-48 and the State's policy encouraging and promoting the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. PIC's HUB strategic plan targets a minimum goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors.

PIC has established relationships with local, minority, and women-owned businesses in North Carolina and continues to cultivate opportunities to engage local vendors, subcontractors, and trades. PIC is committed to demonstrating our continued efforts and to report on all outreach and hiring activities as may be required. PIC currently has relationships with the following North Carolina subcontractors: Blue



Ridge Contracting (Grader), Danny Bowman (Grader), Tinajero Masonry (foundations), Rojas Construction (Framing), 1st Choice Service Group (HVAC & Electrical), Records Plumbing, Rutherford Heating and Air, SLS Enterprises (Electrical), and NCPD (Plumbing)—businesses that will be afforded subcontracting opportunities based on scope of services needed.

PIC, as prime contractor, is responsible for the performance and payment of all subcontractors that may be approved by the State. PIC will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractors.

7.2 Company Narrative

Personnel and Production Capacity. PIC's principal Jeff Riley, Project Manager John Frady, and Superintendent Mark Collins have completed more than 2200 homes in programs across Florida, Louisiana, New Jersey, New York, North Carolina, Texas, and the Virgin Islands. As operations got underway for PIC in earnest in August of 2023, the PIC team completed 6 CDBG-DR program home repair and reconstruction projects in 2023, 119 in 2024, and 48 to date in 2025. PIC currently has 148 active housing projects across programs in Louisiana, Alabama, and Florida. PIC's current average rate of closeout across all projects is 21 homes per month.

PIC has four proposed superintendents for North Carolina which would allow us to max out our initial assignments at 32, with an 8:1 supervision ratio. PIC will hire additional local construction professionals as supplemental superintendents to increase management capacity as the program grows. PIC anticipates achieving an average rate of closeout of 40 homes per month at peak production.

Program	Total Assignments	Max Assignments at One Time	Average Production Per Month	Peak Production Per Month	Total Reconstruction Completions	Total Rehabilitation Completions	Project Status
Lee County Cares (FL)	60	36	10	15	3	17	15 In progress, 2 In County Review Hold, 1 Withdrawn
Sarasota County SRQ	20	20	3	3	0	1	2 In progress, 16 in County Review, 1 Withdrawn
Restore LA 2020	250	33	8	22	24	95	131 In progress
Alabama HRAP	26	6	3	6	24	2	Complete

Bonding Capacity. PIC acknowledges and can comply with the requirement to maintain performance and payment bonds in an amount equal to the value of the active construction projects issued under the awarded contract. PIC has a \$5 million single project and \$25 million aggregate bonding capacity with the ability to increase as needed. Evidence of PIC's bonding capacity is included in the attachments.

Mobilization. PIC's existing office in Asheville will serve as the team's base of operations. This office and our local management team allow us to mobilize immediately upon contract award, with full staff available and ready for assignments upon contract execution. This means our Western North Carolina-based team is fully mobilized well ahead of NCDCCR's allowable 45-day mobilization period.

Project Communication and Progress Reporting. PIC conducts regular project meetings to discuss progress, address challenges, and ensure that everyone is on the same page. Detailed reporting mechanisms are in place to provide clients with comprehensive updates on project status, budget adherence, and any potential issues. This commitment to regular communication and reporting ensures



that our clients are confident in the progress of their projects and allows for timely adjustments as needed. By emphasizing internal and external communication and maintaining structured meetings and reporting practices, we maintain our team's accountability and North Carolina's right to transparency in the recovery process.

Project Planning, Operations, and Construction Management. Project planning is a cornerstone of our operations at PIC, ensuring meticulous organization and execution at every stage of a construction endeavor. By adhering to a structured approach through the pre-construction, construction, and post-construction phases, PIC ensures the successful completion of projects that not only meet but exceed client expectations. Our dedication to precision and excellence underscores our commitment to delivering construction solutions that stand as enduring testaments to our craftsmanship. Our work is guided by the PIC Operations Manual.

With our most senior staff members leading critical projects, we ensure that tenured CDBG-DR housing recovery construction professionals are setting the tone and pace of our work from our Western North Carolina office in Asheville. This includes the allocation of projects to superintendents, coordination of scheduling, vetting of appropriate trades, and execution of work. PIC utilizes construction industry standards for overall portfolio management (all projects assigned) and individual projects (homeowner sites). From our pre-construction services to our construction and closeout activities, PIC's professionals remain communicative and deliver what is promised.

Construction Management Platform, Scheduling Systems, Software, and Collaboration Tools. PIC uses multiple systems and tools to manage disaster housing work assignments, each tool specifically selected for its strengths. PIC's construction management platform is Monday.com and we utilize Company Cam and QuickBase, depending on the project needs. We use BuilderTrend for all scheduling and schedule management. Collaboration tools such as Microsoft Teams, Zoom, Quickbooks, and Xactware allow our staff members to meet and share information and collaborate on solutions, documentation, and deliverables. PIC members are Xactimate certified.

Scheduling/Schedule Management. Scheduling is a critical aspect of our project management strategy, which is designed to optimize efficiency and meet project timelines. We create detailed schedules for each project which outline key milestones, tasks, and dependencies, facilitating effective resource allocation and ensuring that all team members are aligned with project objectives. Regular monitoring and adjustments are made as necessary to adapt to evolving project dynamics, enabling us to maintain a proactive approach and deliver projects on time.

Executing Construction Services. PIC understands that there are ancillary construction-related services that may be required on a site-by-site basis, as assigned in the site-specific scopes of work. PIC performs all work in compliance with the North Carolina Building Code, Municipal Building Code, Local Land Development Codes, and program guidelines, as applicable. By working through the local permitting requirements, PIC is able to gain understanding and comply with nuanced local requirements. Any such requirements imposed by local building inspectors or permitting officials will be immediately identified to the implementation contractor and PIC will work collaboratively to amend project scopes to include all necessary adjustments to bring program scope into compliance.

PIC provides all required professional labor, equipment, and materials to execute each assigned scope of work while ensuring our work meets all applicable housing standards and codes. PIC documents all work, communication, site visits, and quality inspections, maintaining records for each project in an organized, retrievable manner. Electronic copies will be uploaded to the program's system of record. PIC strives to

enter notes, status, and documents for all projects on a same-day basis, but in no case will entry fall below twice weekly.

Pre-Construction Activities. In the pre-construction phase, our expert teams conduct thorough feasibility studies and site assessments and engage in consultations with clients to define project scope and objectives. PIC's initial meeting with the applicant and program representatives is conducted at one of the program offices located within the Western North Carolina Hurricane Helene Impacted counties. We coordinate the scheduling and reservation of meeting space through the program's implementation contractor. All PIC construction activities are coordinated with the property owner, including review of scope, work schedule, move out, and estimated completion dates. PIC will keep the program apprised and coordinate with the assigned program case manager as necessary.

Work Breakdown Structure Tasks for Pre-construction
Receipt of Assignment and setup administrative files for project including budget, resource allocation, permitting needs
Assess scope of work and create preliminary schedule noting dependencies such as permitting, trades, materials, etc.
Coordinate pre-construction meeting with homeowner and program representative
Attend pre-construction meeting and conduct site condition and scope verification noting demolition, site prep, accessibility, plumbing, environmental mitigation, etc.
Develop field notes, drawings, and take photographs and measurements
File field notes from pre-construction meeting
Develop and submit scope alignment/modification request (if necessary)
Provide schedule to homeowner and program case management
Obtain permits (as necessary)
Coordinate re: utilities and homeowner moveout
Conduct any necessary pre-construction site preparation

Construction Activities. PIC starts construction activities within 90 days of project assignment. We use a series of PIC-developed checklists (Foundation, 50%, Final, and the Homeowner Walk Checklists) to order work, verify completion of work components for each milestone, and monitor quality. This phase includes procurement of materials, coordination of subcontractors, and adherence to strict timelines. In conformity with building codes and permits, our project teams work closely with local authorities to ensure that all construction activities align with applicable regulations and codes.

PIC recognizes the importance of minimizing environmental impact, and we actively engage in environmentally responsible construction methods. We conduct assessments of potential environmental risks, implement safe work practices, and properly dispose of waste materials.

Our safety protocols and practices are designed in accordance with OSHA regulations, encompassing regular safety training, hazard assessments, and the provision of necessary personal protective

equipment. Continuous monitoring and improvement of safety measures underscore our commitment to OSHA compliance, creating a workplace culture that prioritizes the welfare of our employees.

PIC also implements rigorous inspection protocols, ensuring that construction activities align with Industry standards and client expectations. Clear communication channels are established to keep stakeholders informed of progress, and any unforeseen challenges are addressed promptly to maintain project momentum throughout the construction phase.

Post-Construction Activities. The post-construction phase is characterized by PIC's well-ordered handover process. This phase involves comprehensive inspections, client walkthroughs, and documentation to ensure that all elements meet the highest standards of quality. Our commitment to post-construction support extends beyond project completion, with a focus on promptly addressing any potential issues and explaining in detail/setting expectations on home warranties and warranty claims processes.

2-Year Warranty. PIC has provided warranties and warranty claim service on its recent projects in Florida, Louisiana, and Alabama. PIC will provide a two-year general warranty on materials and workmanship for all PIC-completed projects. PIC further acknowledges liability for defects as provided by North Carolina law. Additional information about PIC's Warranty Program is contained in **Section 7.12**.

Project Documentation. PIC maintains comprehensive project plans, progress reports, and communication logs, ensuring that every detail is documented for reference and transparency. This includes field notes, inspection reports, quality control observations, warranty claims, warranty resolution, field checklists, invoices, and payment transactions. We store this information both electronically and in physical format, uploading all required documentation to the program's system of record. Our document management practices require staff to upload all required documentation in real time, with project updates no less than twice weekly for all active projects.

Invoicing and Payments. PIC's invoicing and payments are managed by our finance department, which implements efficient invoicing procedures, ensuring timely and accurate billing for services rendered and payment for goods and services obtained. Transparent communication channels are maintained with clients regarding payment schedules and terms, fostering trust and reliability. This strategic approach to invoicing contributes to financial stability and ensures a steady cash flow for seamless project execution.

Coordination with Program Staff (Case Management). PIC understands that homeowners begin their journey in the program with their case managers and often build relationships of trust due to the tenure that homeowners have with each of their case managers. This is why PIC maintains solid communication and coordination with program staff members, including case management, from project assignment to construction completion and project closeout. PIC's provision of up-to-date information on project status and issues through the program system of record allows case managers to better understand project progress and support applicant inquiries. This coordination is also a point of accountability for the PIC team, keeping us focused on delivering construction solutions on schedule.

Homeowner Communication/Customer Service. At PIC, we pride ourselves on our responsiveness to homeowner inquiries, claims, and complaints. We work at the outset of each project to ensure that the homeowner is aware of what to expect, who to contact, and how long the project will take. By prioritizing honesty, adherence to deadlines, and helpfulness we provide a positive experience for homeowners. We implement a customer satisfaction process that allows us to obtain a firsthand understanding of what we are doing right with each customer and where we need to improve. Obtaining this important feedback

through surveys, complaint logs, and warranty claims processes allows us to maintain a culture of constant improvement.

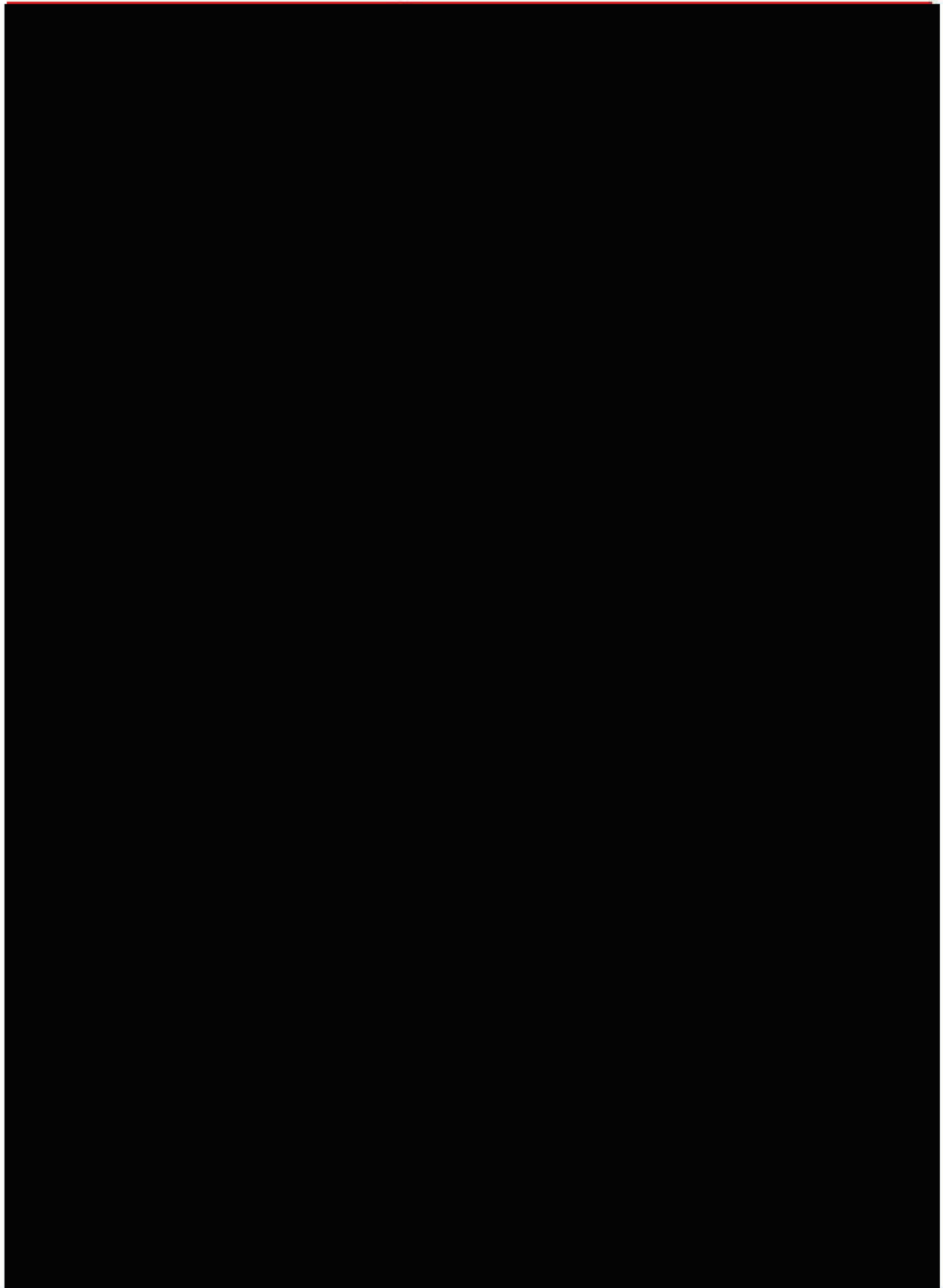
Reasonable Accommodations. PIC will evaluate assigned scopes of work to understand the eligible tier of accommodation and plan for eligible reasonable accommodations scope identified by the program. PIC will raise any reasonable accommodation requests not included in the scope of work at the time of assignment to implementation contractor representatives for decision. PIC will only perform work to accomplish those scope items included in the assignment package or approved via written scope amendment.

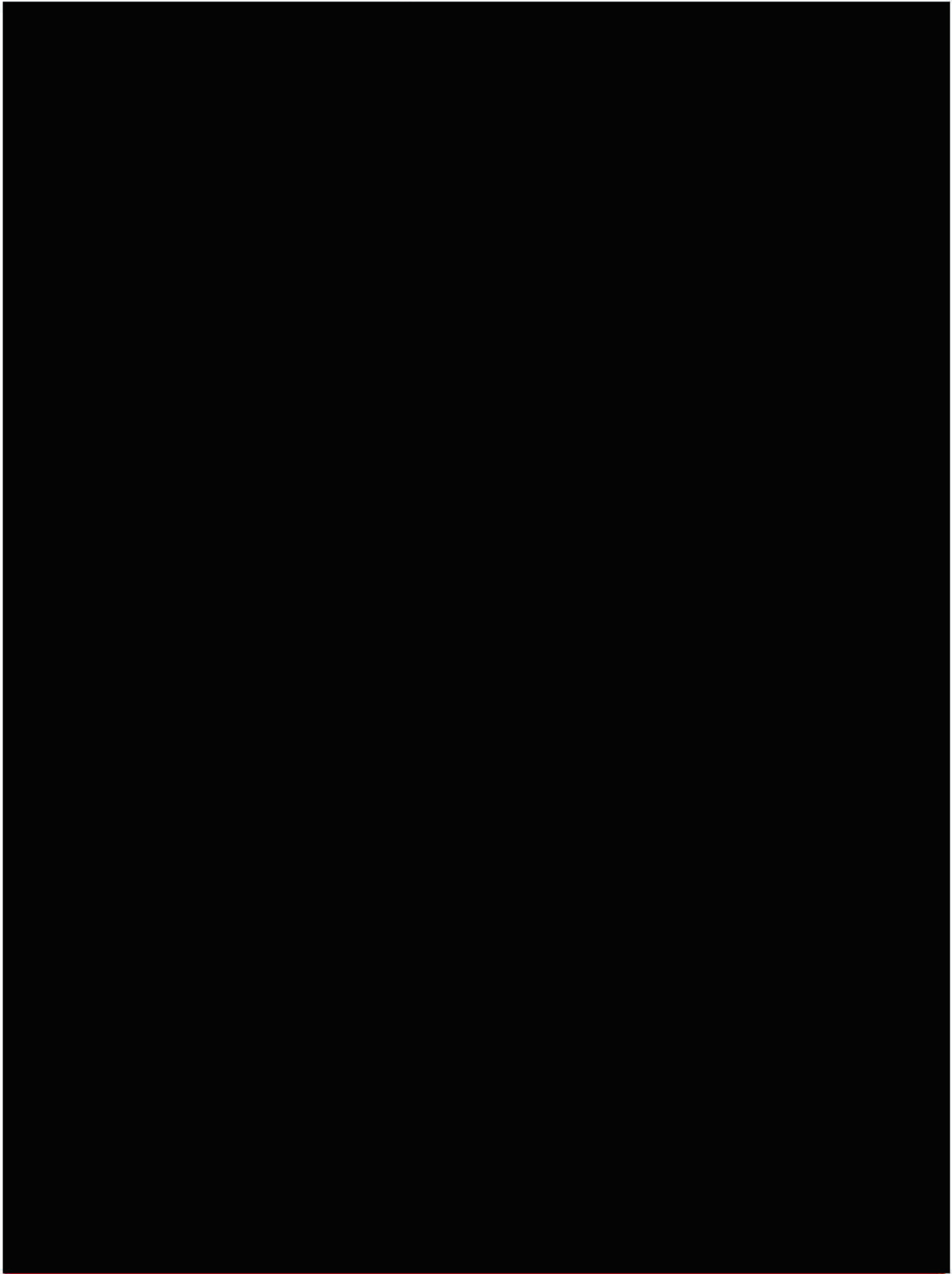
Rehabilitation Projects. PIC understands that the program is designed to return disaster damaged housing units to a decent, safe, and sanitary standard and that activities must be performed as economically as possible, while providing quality workmanship. PIC procures new, unused materials for each project and executes each scope of work using economy/ builder/ standard grade materials as specified in the program guidelines. PIC replaces eligible appliances contained in the scope of work with new ENERGY STAR®, Water Sense, or other FEMP-designated products or appliances, or equivalent as specified in program guidelines. PIC provides all labor, materials, tools, supplies, equipment, bonding and insurance, permitting, surveys, elevation certificates, licensure, and all other associated requirements necessary to provide products and services according to the minimum specifications, requirements, provisions, terms, and conditions consistent with program guidelines.

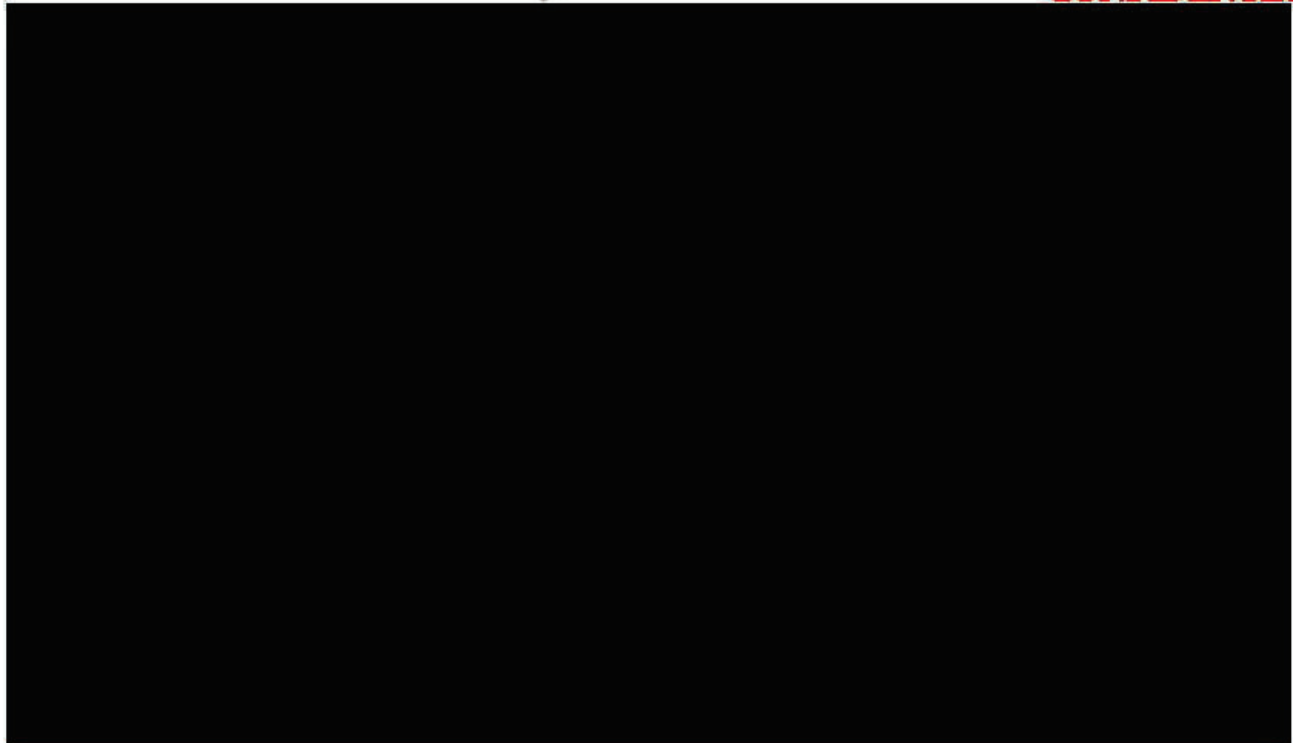
PIC will establish a work schedule for each rehabilitation work assignment. The schedule is wholly dependent on the level and location of damage within the structure. Work will be ordered to ensure that the building envelope is secured and is intact as a top priority. This prevents further deterioration of the structure and ensures that all interior work is protected. Any demolition work necessary to remove damaged housing components is the first step in each rehabilitation project. All subsequent work is ordered to ensure efficient completion of the project.

Reconstruction Projects. PIC will reconstruct homes meeting local building codes and incorporating program requirements, mitigation, energy efficiency, and resilience measures to the extent feasible, as identified by the program. Using model floor plans made available by the Program, PIC will handle site-specific engineering requirements, perform all site survey work, and attempt to reconstruct the home within the previous footprint. PIC will construct residences in the bed/bath configuration and square footage range for which the homeowner is eligible, including modifications for eligible reasonable accommodations. The following project schedule illustrates PIC's proven 40-day build plan.









7.3 Company Profile

PIC is seeking qualification for Project Type 2 rehabilitation and reconstruction projects (non-MHU). PIC is a privately held C-Corp and is licensed and registered to do business in North Carolina as Partner, Inc.

Requirement	PIC Data
a) Ownership Structure	C-Corp. PIC is not held by, affiliated with, or a subcontractor to any other entity for purposes of this response. PIC is DBA Partner, Inc. in North Carolina.
b) Year Founded and State of Organization	2020 Texas
c) Headquarters Location and Field Offices	HQ: 1177 Butler Road; League City, TX Field: 3 London Road, Asheville, NC Field: 17422 Elkgrove Lane; Estero, FL Field: 5270 Maudelayne Drive North; Mobile, AL Field: 14214 Highway 90, Suite D; Boutte, LA
d) Number of Employees	North Carolina: 2 Nationally: 25 PIC will expand operations in our current Asheville office with employees for this contract primarily stationed in and assigned from Asheville. Administrative support will come from our Texas office.
e) Point of Contact	Jeffrey Riley, President; 828.228.3940; (jeff@partnersinc.net) Mailing Address: 3 London Road, Asheville, NC 28803
f) Previous North Carolina Engagements	PIC has no previous contracts with the State of North Carolina.
g) CDBG Residential Construction Involuntary Termination	PIC has engaged in CDBG-DR funded residential construction projects in Louisiana, Florida, and Alabama. PIC has not been involuntarily terminated from any CDBG residential construction programs and has never voluntarily ceased participation in such a program without completing all construction projects.

7.4 Key Staffing Profile

Training & Key Personnel. PIC invests in comprehensive training programs, both for new hires and ongoing professional development, providing access to industry-specific training, skill-building workshops, and opportunities for career advancement. All staff possess the skill and competence consistent with the prevailing industry standards. PIC will not substitute key personnel without prior written approval. PIC will maintain a ratio of 8:1 active job site to superintendents to maintain quality services. With an office in Asheville and four other offices across the southeast, PIC personnel will be on the ground and ready to begin work well ahead of the 45-day mobilization period anticipated by DCR.

Job Title & Staff Member	Responsibilities	Location
Project Executive Jeff Riley	PIC's Project Executive is the State's point of contact for contract related issues and issues concerning performance, progress review, scheduling, and service.	Asheville and WNC, 100%
Project Manager John Frady (Resident of Asheville)	PIC's Project Manager is authorized to make decisions on PIC's behalf. Responsible for all NC CDBG-DR related operations. Accountable for planning and allocating resources, preparing budgets, monitoring progress, and keeping applicants and the Implementation vendor informed. Manages all PIC assignments at the portfolio level from assignment through warranty resolution. Reports all status and risks and issues to program administrators.	Asheville and WNC, 100%
Superintendents Dean Davis, Jr. Mark Collins David Bumgarner Tommy Dardar	Responsible for managing a group of up to 8 active project sites at a time. Responsible for daily construction activities and ensuring all work is executed according to the assigned scope and to expected quality standards. Responsibilities also include managing subcontractors/trades onsite, scheduling, and ensuring work satisfies Program requirements. Also responsible for overseeing preconstruction activities including the acquisition of needed permits or authorizations to complete the work in accordance with all applicable federal, state, and local laws, rules, zoning requirements, HOA requirements, or ordinances. Will meet with building departments and applicable entities to facilitate permits and meet with homeowners to obtain signatures on documents required to submit permit applications.	Asheville and WNC, 100%
Warranty Coordinator Brian Talamo	Responsible for ensuring timely completion of all warranty claims, 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, providing evidence of completed warranty repairs to the program.	Asheville and WNC, 100%
QC & Safety Manager Michael Warren	Reviews project scopes of work for compliance with program guidelines making sure that all work performed meets industry and program standards for quality. Manages construction inspectors, ensuring that they are performing their jobs effectively to verify that work inspected is compliant with program requirements. Reviews inspection reports to verify that they are complete and accurate. Responsible for safety oversight and enforcement, staff training, and safety reporting. Enforces OSHA standards on job sites. Has authority to stop work for unsafe conditions.	Asheville and WNC, 100%
Section 3 Coordinator Leigh Doerre	Responsible for Section 3 Plan implementation, coordination with HR for recruiting and hiring, monitoring compliance for PIC and all subcontractors, providing reporting support to subcontractors, and reporting on Section 3 to program administrators.	Asheville, 25% League City, 75%
Financial Manager Alfredo Diego	Responsible for the financial health of the company and projects, invoicing, payment processing, and reporting.	Asheville, 10% League City, 90%

7.5 References

In addition to the reference information provided below, and that provided on Attachment H in the RFP PDF, PIC has provided reference letters included in the attachments section of this submission.

REFERENCE 1 – LeeCares Hurricane Ian Housing Recovery. PIC is a prime contractor for the residential reconstruction and rehabilitation program. Program funding is \$1.1 billion, of which \$47 million is allocated to the Housing Rehabilitation, Reconstruction, and Elevation Program (HRRP). PIC has the second lowest average construction time to completion and has completed 20 assignments, with 15 additional assignments in progress. Jeff Riley, Mark Collins, Collin St. Pierre, Stacey St. Pierre are key staff that have worked on this project. The client PM is Danny Permar, Construction Manager; (239)241-5546; danny.permar@horne.com.

REFERENCE 2 - Restore Louisiana 2020, Louisiana Office of Community Development Disaster Recovery Unit. PIC is a prime contractor for rehabilitation, reconstruction, and MHU replacement in Louisiana's single family disaster recovery housing program. Program Value: \$680 million. Key staff associated with this work is Eric Tabary. OCD DRU's CM is Lemolne. The PM point of contact is Ben Diebold; 504.810.0471; ben.diebold@1lemolne.com.

REFERENCE 3 – H2Bravo for GLO Hurricane Harvey. The GLO allocated \$1.334 billion of CDBG-DR funds for the Homeowner Assistance Program to help repair and reconstruct owner-occupied single-family homes damaged by Hurricane Harvey. Jeff Riley oversaw the completion of an average of 200 homes annually as part of this work, coordinating construction activities for multiple crews working simultaneously, often at great distances from one another. Work included LBP mitigation, historic preservation, and energy efficiency standards. The PM point of contact is Heather Lambousy, H2Bravo Principal & COO; 225.907.8856; Heather@h2bravo.com.

REFERENCE 4 – City of Houston Housing and Community Development Department. Jeff Riley, PIC owner, was an instrumental project manager for rehabilitation, reconstruction, and demolition of damaged and substandard CDBG and CDBG-DR housing. Work included environmental hazard (LBP/ASB) abatement/mitigation, historic properties, and elevations. Program values were: Ike Round 1 - \$87,256,565; Ike Round 2 - \$181,000,000; 2015 Disasters - \$12,000,000; Hurricane Harvey - \$60,000,000; 2021 Winter Storms - \$40,106,250. The client PM is Kevin T. Bingham, NOMA, CFM (Senior Project Manager); 832.394.6166; Kevin.bingham@houstontx.gov.

7.6 Litigation History

There are no actual or alleged breaches of contract which have been asserted or claimed against PIC. There are no active or pending civil or criminal litigation or investigations against PIC now, nor have there been since the company's founding in 2020.

7.7 Conflicts

PIC has no known or anticipated conflicts of interest, real or perceived, related to the company's ability to provide the services described in the solicitation and will disclose any that become known should they arise. Further, PIC's owners and managers have no known actual or potential conflicts of interest related to the work to be performed as described in the solicitation.

7.8 Annual Reports

PIC is financially solvent and adequately capitalized. PIC is a privately-owned entity for which audited financial statements are not required. There are currently no events, liabilities, or contingent liabilities that would affect PIC's financial ability to perform work for this contract. PIC's annual reports and other financial information are available in the Attachments section of this response.

7.9 Safety Information

PIC has had no workers compensation claims since its inception in 2020, and no claims since beginning construction activities in earnest in 2023. PIC's workers' compensation experience modification rate (EMR) is included in the attachments section of this response.

PIC's Safety Officer, Michael Warren, has six years of experience in conducting safe work practices and maintaining safe work sites. He is responsible for the enforcement of safety standards for our North

Carolina work. PIC operates each project in compliance with the company's safety plan, included in the attachments section of this response.

7.10 Quality Control Program

PIC's QC Manager is Michael Warren. Michael has five years of experience implementing and managing quality standards in housing construction projects. PIC develops and maintains quality control standards based on the specific housing program guidelines applicable to the contract. PIC's quality standards are included in the Operations Manual included in the attachments to this response.

PIC is unwavering in our commitment to delivering projects of the highest quality, and this commitment begins at the project planning stage. Rigorous quality control measures are integrated into every phase of construction, from materials procurement to the final inspection. Our dedicated quality assurance team conducts regular audits and inspections, ensuring that all work meets or exceeds industry standards and client specifications.

The tools PIC employees to ensure quality of work include work verification inspections, milestone inspections, and pop-up inspections. PIC QC staff members review project scopes, schedules, and budgets prior to site visits and compare work completed against these benchmarks. While onsite, QC staff members verify scope completion and quality of work against program requirements and PIC's own standards of excellence. QC staff members take field notes, measurements, and photographs, and complete inspection checklists that are shared with the site superintendents. PIC's QC Manager reviews all QC inspection reports and monitors for trends that must be addressed, while following up on individual quality issues on a site-specific basis.

7.11 Cost Control Program

7.12 Warranty Program



7.13 Reconstruction Plan Sets

PIC has provided plan sets for the Sarasota County Resilient SRQ Program, Lee County Cares Housing Recovery Program, and State of Florida Hurricane Ian Program. In each of these programs, PIC has worked with the designers to obtain permission for free reuse by the program.

Attachments and Supporting Documentation

The attachments and supporting documentation contained in this section of the response include:

1. [General Contractor's License](#)
2. [NC Secretary of State Certificate of Authority](#)
3. [Resumes](#)
4. [Bonding Letter](#)
5. [Annual Report](#)
6. [EMR](#)
7. [Insurance](#)
8. [Operations Manual \(Safety & Quality Control\)](#)
9. [Letters of Recommendation](#)



Attachment 1: North Carolina General Contractor's License

Expiration Date

2025

License No.

104628

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Partner Inc

League City, TX

is duly registered and entitled to practice

General Contracting

Limitation: Limited

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



Attachment 2: Secretary of State Certificate of Authority



NORTH CAROLINA

Department of the Secretary of State

CERTIFICATE OF AUTHORITY

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify that

PARTNER INC

having filed on this date an application conforming to the requirements of the General Statutes of North Carolina, a copy of which is hereto attached, is hereby granted authority to transact business in the State of North Carolina.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 2nd day of October, 2024.



Secretary of State



Attachment 3: Resumes



JEFFREY RILEY

CONTACT

📞 828-228-3940

✉️ jeff@partnersinc.net

🌐 www.partnersinc.net

EDUCATION

ATTENDED NORTH CAROLINA
STATE UNIVERSITY

EXPERIENCE

FEMA RECOVERY PROGRAMS
DISASTER RECOVERY
PROGRAMS
ORGANIZATIONAL
MANAGEMENT
PROGRAM MANAGEMENT
RESIDENTIAL CONSTRUCTION
CONSTRUCTION OVERSIGHT
WINDSTORM BUILDING
SUBCONTRACTOR
MANAGEMENT
HUD CDBG-DR PROGRAMS
CLIENT RELATIONS
MANAGEMENT
QUALITY CONTROL
CONSTRUCTION ESTIMATING
HOME ELEVATIONS

CERTIFICATIONS

OSHA 30 HOUR
LEAD BASED PAINT
MOLD REMEDIATION

ABOUT JEFF

With over 24 years of comprehensive construction experience, Mr. Riley has a robust background spanning all phases of construction projects. His expertise includes proficient management and successful delivery of services for Federal and State funded housing repair and reconstruction programs. Leveraging his extensive construction knowledge and dedication to delivering superior results, Mr. Riley is committed to ensuring that Partners In Construction, Inc. optimally utilizes financial resources and maintains an adequately staffed team to execute the responsibilities outlined in this program successfully.

PROJECT EXPERIENCE

TEXAS GENERAL LAND OFFICE:

Hurricane Harvey, GLO PREP
Hurricane Harvey, GLO DALHR
Harvey Homeowner Assistance Program CDBG-DR
Harvey Resilient Home Program CDBG-DR

CITY OF HOUSTON AND SURROUNDING AREAS

Hurricane Ike, City of Houston
Hurricane Ike, Galveston County
Hurricane Ike, GHAP
Hurricane Harvey City of Houston DALHR
Harvey HoAP Housing Program
CDBG-DR City of Houston, Home Repair Program
Harris County HAP, Hurricane Harvey
Harris County HAP, Phase 2
Harris County Rehabilitation Program
Hurricane Ike, SETRPC
Hurricane Rita, THAP
Hurricane Maria & Irma
City of Wharton Homeowners Assistance Program
Brazoria County FMA Elevations
City of Brookshire HAP

LOUISIANA

Baton Rouge Flood- Shelter at Home Program
Hurricane Isaac, Housing Recovery Program
Hurricane Isaac, Housing Assistance Program
RELA 2.0
Superstorm Sandy, NYC RRP

AdvanceOnline Solutions Online Institute

Certificate of Completion

Jeff Riley

has met the online course completion requirements for

OSHA 30-Hour Construction Safety

This student has completed the formal instruction for the 30-Hour Construction Outreach Program. Topics covered in this program were Introduction to OSHA, Managing Safety and Health, Struck-by and Caught-In or Between Hazards, Personal Protective Equipment, Hearing Conservation, Respiratory Protection, Lead and Crystalline Silica, Asbestos, GHS Hazard Communication, Electrical Safety, Hand and Power Tools, Fall Protection, Ladder Safety, Excavations, Scaffolds, Crane Safety, Heavy Equipment, Forklift Safety, Materials Handling, Permit-Required Confined Spaces, Fire Safety, Welding and Cutting, Concrete and Masonry, Steel Erection, and Ergonomics.

As an OSHA Outreach Training Program trainer, I affirm that I have conducted this OSHA Outreach Training Program training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my OSHA Authorizing Training Organization. Upon successful review of my documentation, I will provide each student their course completion card within 90 calendar days of the end of the class. — Jason Cole

Instructor Jason Cole
Course ID A0310
Certificate ID 19402_1935817


Date 7/12/2023 9:31:00 AM
Time Online 30:30:32
AdvanceOnline Solutions, Inc.
1220 Augusta Dr, Ste 250
Houston, Texas 77057
www.advanceonline.com
(713) 621-1100

AdvanceOnline
S O L U T I O N S



JOHN FRADY

CONTACT

 (828)-506-0448

 john.frady@partnersinc.net

 www.partnersinc.net

SKILLS

Advanced in Microsoft Project and Excel
Procore and Buildertrend
Construction Management Software
Budget Development and Cost Control
Margin Analysis and Cycle Time Optimization
Team Leadership and Training
Contract Negotiation and Compliance
Multi-Site Operations Management

ABOUT JOHN

John is a seasoned Project Manager at Partners In Construction, Inc., with over 20 years of military leadership and 18 years of construction management experience. A retired First Sergeant, he excels in overseeing complex projects, optimizing margins, and reducing cycle times, driving operational excellence and project success.

PROJECT EXPERIENCE

PROJECT MANAGER, PARTNERS IN CONSTRUCTION, INC., ASHEVILLE, NORTH CAROLINA (PRESENT)

John Frady oversees project lifecycles, ensuring compliance with CDBG-DR regulations. Using Buildertrend, he streamlines cost tracking, and improving margins. John negotiates contracts and supports audits, maintaining strong regulatory relationships.

CONSULTANT, BROWN HAVEN HOMES, ASHEVILLE, NORTH CAROLINA (2022 – 2023)

As a consultant, John worked with General Managers to address margin erosion and optimize project cycle times across Brown Haven Homes' operations. He developed standardized processes that reduced construction delays by 20% and improved gross margins by 10% across six locations. John led the establishment of the company's seventh location in Greenville, South Carolina, assembling a high-performing team and overseeing site selection, permitting, and initial project launches. His training programs enhanced manager proficiency in cost control and scheduling, contributing to a 25% increase in operational efficiency for the new site.

DIVISION PRESIDENT, GENERAL MANAGER, CONSTRUCTION MANAGER, PROJECT MANAGER, AMERICA'S HOMEPLACE, VARIOUS LOCATIONS (2004 – 2021)

Over 17 years with America's Homeplace, John held progressively senior roles, culminating as Division President overseeing four locations across North Carolina, South Carolina, and Georgia. As Division President, he managed \$80 million in annual revenue, leading 120 staff and delivering 300+ custom homes annually. He implemented cost-saving measures that reduced material waste by 15% and improved project margins by 8%. As General Manager, John streamlined operations across multiple sites, reducing average build times from 120 to 100 days. Earlier, as Construction Manager and Project Manager, he oversaw 50+ projects annually, ensuring on-time, on-budget delivery while maintaining quality standards. His leadership in contract negotiations and client relations drove a 95% customer satisfaction rate.

FIRST SERGEANT, U.S. ARMY (1984 – 2004)

Retiring as a First Sergeant, John led a company of 110 soldiers, managing operations across three countries during his final six years. He served in Operation Desert Shield/Desert Storm and Bosnia/Kosovo, coordinating logistics, training, and mission execution under high-pressure conditions. John developed risk mitigation strategies, oversaw resource allocation, and maintained operational readiness, earning commendations for leadership and efficiency. His ability to manage diverse teams in complex environments laid the foundation for his success in construction management.



DEAN DAVIS JR.

CONTACT

📞 239-286-5003

✉️ dean.davis@partnersinc.net

🌐 www.partnersinc.net

EDUCATION

Geology and Music Theory
University of Houston and College of the
Mainland, Houston, Tx, 2001

SKILLS

- Construction Project Oversight
- Subcontractor Coordination
- Cost Management and Budgeting
- Team Leadership and Motivation
- Scheduling and Workflow Optimization
- Microsoft Office Suite
- Proficient in Microsoft Project
- Construction Management Software (Procore, Buildertrend)
- Problem-Solving and Decision-Making
- Safety and Regulatory Compliance

ABOUT DEAN

Dean is a resourceful and dedicated Construction Superintendent at Partners in Construction, Inc., bringing one year of hands-on experience in overseeing rehabilitation and reconstruction projects. With a proven track record of successfully managing subcontractors, materials, and project costs, Dean has driven multiple projects to completion, achieving enhanced efficiency and significant cost savings. His strong leadership, meticulous attention to detail, and ability to coordinate complex workflows have earned him a reputation for delivering high-quality results under tight deadlines. Aspiring to transition into a Project Manager role, Dean is committed to leveraging his expertise in team management, strategic goal-setting, and operational excellence to contribute to Partners in Construction, Inc.'s growth and project success.

CONSTRUCTION EXPERIENCE

Partners In Construction, Inc. (2024 – PRESENT)
Superintendent

As Construction Superintendent, Dean plays a critical role in managing on-site operations for rehabilitation and reconstruction projects at Partners In Construction, Inc. for the CDBG program. He oversees subcontractors, ensures timely delivery of materials, and monitors project costs to maintain budgetary goals. Dean has successfully directed numerous projects, implementing streamlined processes that improved efficiency and reduced expenses without compromising quality.

His hands-on approach includes coordinating daily activities, enforcing safety protocols, and maintaining compliance with local regulations. By leveraging tools like Buildertrend, Dean enhances project tracking and communication, ensuring alignment with project timelines and client expectations. His ability to foster collaboration among teams and proactively address challenges has solidified Partners In Construction, Inc.'s reputation for delivering exceptional project outcomes.

GPI (November 2023 – September 2024)
Construction Manager

Worked with personnel building an office from the ground up by procuring subcontractors, local vendors, and suppliers. Train and manage superintendents for program-style work. Built a protocol for upcoming jobs. (Scheduling tools for field and office personnel, report plans with Excel format, etc.)

Brizo Construction (October 2020 – May 2023)
Superintendent

Managed day-to-day operations. Managed subcontractors, coordinated material deliveries, and monitored project costs to ensure budget adherence. Dean ensured compliance with safety regulations and quality standards while utilizing tools like Procore to track progress and streamline communication. His leadership drove efficient workflows, timely project completion, and high-quality outcomes.



MARK COLLINS

CONTACT

📞 361-460-9477

✉️ mark@partnersinc.net

🌐 www.partnersinc.net

CERTIFICATIONS AND TRAINING

- OSHA 30-Hour Construction Certification
- Lead-Safe Renovator
- Louisiana Certified Mold Renovator
- USACE Construction Quality Management for Contractors (CQM-C) Certification

CAREER HIGHLIGHTS

- Highly educated and experienced in CDBG programs.
- Achieving unprecedented levels of employee productivity and loyalty.
- Driving strategic decision-making success in culturally diverse workplaces.
- Continually revitalizing stagnant operations into profitable, productive services.
- Coaching, mentoring, and motivating teams to attain the highest quality standards.
- Exhibiting a commitment to fostering a positive workplace environment.
- Providing hands-on leadership – always willing to “go the extra mile” to surpass the status quo.

ABOUT MARK

Mark is a highly accomplished construction manager known for driving projects to success on time and within budget. He aligns decisions with client or company goals, leads top teams in achieving objectives, and offers solutions-centric critical thinking for insightful project results. With cutting-edge technical skills and adaptability to evolving scenarios, Mark consistently delivers winning outcomes. His experience with CDBG programs sets him apart when it comes to the disaster recovery industry.

CONSTRUCTION EXPERIENCE

RM QUALITY CONSTRUCTION
Zone-3 Residential-GLO / State Projects
Regional Project / Construction Manager

Expertly planned, coordinated, and implemented all aspects of fast-paced construction projects within predetermined budgets, timelines, and scopes. He supervised multiple on-site superintendents across various locations, recruiting high-quality subcontractors as needed. Mark monitored project progress closely, providing comprehensive updates to owners, clients, and team members. He effectively allocated resources and communicated regularly with project inspectors, contractors, architects, engineers, officials, and clients. Mark oversaw contracts and subcontracts, ensuring work compliance with relevant codes through on-site quality control visits and issuing timely progress updates. Additionally, he regionally built 150 homes annually with an average construction time of 55 days, negotiated competitive costs with contractors, and upheld high standards of workmanship in accordance with plans and specifications.

DLF CONSTRUCTION
Commercial Project Manager

Strategically steered daily field-based activities to meet project milestones and schedule completion dates. He analyzed blueprints to ensure subcontractors adhered to engineering requirements, supervising procedures, techniques, tools, materials, and equipment. Mark coordinated meetings between subcontractors, owners, and engineers, setting project timelines and monitoring deliverables while managing high-volume daily work logs. He consistently enforced city, state, and OSHA requirements, managed job site setbacks, and anticipated project issues and risks, recommending solutions. Mark also monitored subcontractors to ensure quality workmanship and compliance with safety guidelines.


Legacy DCS
Project Manager

Capitalized on the opportunity to lead forward-thinking construction operations, concurrently managing up to 15 projects towards on-time and in-budget completion. He recruited highly skilled subcontractors to perform all construction phases and estimated and purchased materials accordingly. Mark participated in comprehensive work progress meetings and inspection walks with subcontractors, updating production schedules as needed. Additionally, he coordinated efforts among buyers on construction progress and change orders, created detailed punch lists, and disseminated them to necessary trades for corrective action. Mark collaborated with engineers and inspectors to ensure work was performed to code and as designed.



DAVID BUMGARNER

CONTACT

 732-618-9614

 david.bumgarner@partnersinc.net

 www.partnersinc.net

EDUCATION

University of North Carolina
Wilmington, Wilmington, NC
Construction Management

Jan Seacor Real Estate
Academy, NC
NC Real Estate License

SKILLS

Construction Project
Management
Subcontractor Scheduling and
Coordination
Budget Management
Homeowner Relationship
Management
Construction Management
Software (Procore)
Microsoft Office Suite
OSHA 30-Hour Construction
Safety Certification
National Stormwater &
Sediment Controls Certification
Commercial and Residential
Construction
Renovation and Property
Management

ABOUT DAVID

David is a seasoned Construction Superintendent at Partners in Construction, Inc., with extensive experience overseeing multimillion-dollar residential and commercial construction projects. With a strong background in construction management and a proven ability to manage multiple projects simultaneously, David excels in coordinating subcontractors, maintaining budgets, and fostering strong relationships with homeowners. His expertise in scheduling, safety compliance, and project execution, combined with his entrepreneurial experience as the owner of The Bumgarner Group, ensures high-quality outcomes and operational efficiency. David's leadership and dedication make him a vital asset to Partners in Construction, Inc.

PROJECT EXPERIENCE

PARTNERS IN CONSTRUCTION, INC. (2024 – PRESENT) CONSTRUCTION SUPERINTENDENT

As Construction Superintendent, David Bumgarner manages daily operations for residential construction projects, overseeing subcontractor schedules, budgets, and quality control. He utilizes Procore to track progress, ensure compliance with safety and regulatory standards, and maintain open communication with homeowners. His strategic coordination and leadership drive project efficiency, delivering high-quality homes on time and within budget for Partners in Construction, Inc.

MARGARITAVILLE (2023 – 2024) SUPERINTENDENT

Managed over \$10 million in residential construction projects across Phases 7, 8, and 4B, overseeing all aspects from groundwork to closing. David coordinated subcontractors, ensured adherence to schedules and budgets, and maintained strong homeowner relationships, successfully completing Phase 7 and advancing ongoing phases with high-quality results.


ADAMS HOMES (2022 – 2023) SUPERINTENDENT

Supervised the construction of over 30 scattered lot homes in Palm Coast, managing subcontractor schedules, budgets, and inspections. David ensured timely project completion and quality standards, fostering homeowner trust and delivering consistent project success.



TOMMY DARDAR

CONTACT

 985-647-0433

 tommy.dardar@partnersinc.net

 www.partnersinc.net

EDUCATION

Ellender Memorial High School
Houma, LA
High School Diploma

SKILLS

Excel Models
Data Collection
Team Leadership
Planning, Budgeting, and Forecasting
Data Tracking
Performance Reporting
Team Management
Construction Site Inspections

ABOUT TOMMY

Tommy Dardar III is a highly skilled and versatile Construction Superintendent at Partners in Construction, Inc., with over 20 years of experience in project management, operations, and team leadership. Renowned for his effective communication, problem-solving acumen, and ability to deliver projects on time and within budget, Tommy has a proven track record of driving efficiency and client satisfaction across diverse industries, including construction, marine operations, and technical education. His strategic approach to managing complex projects, coupled with a steadfast commitment to quality and safety, has made him an invaluable asset to Partners in Construction, Inc. Tommy's leadership fosters collaboration and innovation, ensuring exceptional outcomes in every endeavor.

CONSTRUCTION EXPERIENCE

PARTNERS IN CONSTRUCTION, INC., (2023 – PRESENT)
Superintendent

As Construction Superintendent, Tommy Dardar III managed daily on-site operations for residential and commercial construction projects, overseeing subcontractors, material coordination, and cost control to ensure alignment with project budgets and timelines. He implemented efficient workflows using tools like Procore, enhancing project tracking and team communication. Tommy enforced strict safety protocols and regulatory compliance, delivering high-quality results under demanding schedules. His leadership drove cost savings and improved operational efficiency, solidifying Partners in Construction, Inc.'s reputation for excellence in the construction industry.

TNT HANDYMAN SERVICES (2020 – 2023)
OWNER & PROJECT MANAGER

Led all aspects of a home repair and improvement business, from client consultations to project execution, delivering high-quality services post-disaster. Tommy managed teams to construct fences and rebuild structures, meeting design, budget, and safety requirements. He collaborated with vendors to provide comprehensive solutions and compiled accurate cost estimates, ensuring client satisfaction and project profitability.

SOUTH CENTRAL LOUISIANA TECHNICAL SCHOOL (2013 – 2020)
INSTRUCTOR

Served as a dedicated safety Instructor, developing and delivering marine safety courses for high school students pursuing maritime careers. Tommy conducted course audits to ensure material accuracy, fostered a secure learning environment, and built partnerships to enhance educational outcomes, demonstrating strong instructional and leadership skills.



BRIAN TALAMO

CONTACT

 504-415-1530

 brian@partnersinc.net

 www.partnersinc.net

EDUCATION

**Nobles Continuing Education
Seminars, Houston, Texas**
Insurance Adjuster Fire, Allied
Lines, Inland Marine

**De La Salle High School, New
Orleans, La**

SKILLS

Resource Optimization
Staff Training & Mentoring
Loss Prevention
Inventory Control
Material Resource Planning
Document/Record Keeping
Quality Evaluations
Employee Safety Measures
Effective Communication

ABOUT BRIAN

Brian, a highly skilled Superintendent at Partners in Construction, Inc., brings extensive expertise to the construction industry. With a proven track record in project management, Brian excels in overseeing projects from inception to completion. His meticulous attention to detail and effective problem-solving skills ensure timely and budget-conscious project delivery without compromising quality. Known for fostering positive relationships with clients and team members, Brian's collaborative approach contributes significantly to the overall success of Partners in Construction, Inc. His hands-on leadership style and commitment to safety make him an invaluable asset in managing diverse construction projects.

CONSTRUCTION EXPERIENCE

JWTC Construction Company

Hurricane Assessment/Reconstruction

Ordered and maintain an accurate account of materials required on-site
Managed crews and workflow to ensure accurate and timely completion of repairs

Completed final inspections of finished properties to verify that work is in compliance with approved contracts

INTAK, LLC-Owner

Hurricane Assessment/Reconstruction

Property Inspections

Completed interior/exterior property inspections to assess necessary repairs due to hurricane

Property Inspections for various Insurance companies to determine insurance risks.

Reported inspection results on the company's database

British Petroleum

Oil Spill-Safety Boat

Assisted with Safety Inspections

Liaison for US Coast Guard

Insurance Risk Services

Home Inspector

Insurance Property Inspections for various insurance companies

Completed interior/ exterior property inspections to determine insurance risk


Reported inspection results on the company's database

Trained new field Inspectors



MICHAEL WARREN

CONTACT

 703-231-3646

 michael.warren@partnersinc.net

 www.partnersinc.net

EDUCATION

George Mason University
Fairfax, VA
Bachelor of Arts, Sociology

Northern Virginia Community College
Annandale, VA
Associate of Science, Teacher Education

SKILLS

Project Management
Operational Oversight
Scheduling and Budget Management
Job Site Safety and Compliance
Quality Control
Subcontractor Coordination
Microsoft Office Suite
Construction Management Software
(Procore, Buildertrend)
Conflict Resolution
Payroll Management
OSHA 30-Hour Construction Safety
Certification

ABOUT MICHAEL

Michael is a seasoned Operations Manager at Partners in Construction, Inc., with extensive experience in construction management and site supervision. With a proven track record of leading complex residential and commercial projects, Michael excels in optimizing operations, ensuring timely delivery, and maintaining high safety and quality standards. His strategic approach to resource allocation, subcontractor coordination, and budget management has driven significant project efficiencies and client satisfaction. Michael's leadership, honed through mentoring teams and implementing innovative processes, makes him a cornerstone of Partners in Construction, Inc.'s operational success.

PROJECT EXPERIENCE

Partners in Construction, Inc. (2024 - Present)
Operations Manager

As Operations Manager, Michael oversees the planning and execution of construction projects, managing budgets, schedules, and subcontractor relationships to ensure seamless operations. He implements robust safety protocols and leverages tools like Procore to enhance project tracking and reporting accuracy. Michael's strategic oversight has streamlined workflows, reduced costs, and ensured compliance with local and state regulations. His ability to resolve conflicts and foster collaboration among teams has strengthened Partners in Construction, Inc.'s reputation for delivering high-quality projects on time.

JWTC (2019 - 2023)

Lead Superintendent

Spearheaded residential demolition and single-family home construction for state and city programs in Texas and Alabama. Michael trained and mentored superintendents, managed rigorous quality control, and coordinated subcontractors to meet 90-day project deadlines, passing multiple inspections. He developed new subcontractor networks, implemented payroll systems, and led the setup of a new state office in Alabama, completing the company's first residential construction project in the state.

AdvanceOnline Solutions Online Institute

Certificate of Completion

Michael Warren

has met the online course completion requirements for

OSHA 30-Hour Construction Safety

This student has completed the formal instruction for the 30-Hour Construction Outreach Program. Topics covered in this program were Introduction to OSHA, Managing Safety and Health, Struck-by and Caught-In or Between Hazards, Personal Protective Equipment, Hearing Conservation, Respiratory Protection, Lead and Crystalline Silica, Asbestos, GHS Hazard Communication, Electrical Safety, Hand and Power Tools, Fall Protection, Ladder Safety, Excavations, Scaffolds, Crane Safety, Heavy Equipment, Forklift Safety, Materials Handling, Permit-Required Confined Spaces, Fire Safety, Welding and Cutting, Concrete and Masonry, Steel Erection, and Ergonomics.

As an OSHA Outreach Training Program trainer, I affirm that I have conducted this OSHA Outreach Training Program training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my OSHA Authorizing Training Organization. Upon successful review of my documentation, I will provide each student their course completion card within 90 calendar days of the end of the class. — Jason Cole

Instructor Jason Cole
Course ID A0310
Certificate ID 19402_1935818


Date 12/19/2022 8:56:00 PM
Time Online 30:11:59
AdvanceOnline Solutions, Inc.
1220 Augusta Dr, Ste 250
Houston, Texas 77057
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(713) 621-1100

AdvanceOnline
S O L U T I O N S



LEIGH DOERRE

CONTACT

 832-248-7020

 leigh@partnersinc.net

 www.partnersinc.net

EDUCATION

Texas A&M University - College Station
College of Science
Bachelor of Science in Applied
Mathematics

SKILLS

Contract Management
Financial Oversight
Pricing Analysis
Actuarial Analysis
Insurance Coordination
Data Analysis
Forecasting and Projections
Attention to Detail
Compliance Management

ABOUT LEIGH

Leigh is a dedicated professional currently serving as a Contracts Specialist at Partners in Construction, Inc. With a meticulous eye for detail and a passion for precision, Leigh plays a crucial role in ensuring the accuracy and completeness of all contracts between the company and its clients or vendors. Her responsibilities include reviewing, negotiating, and finalizing contractual agreements to guarantee that they align with the company's standards and meet the needs of all parties involved. Leigh's expertise in contract management not only contributes to the success of Partners in Construction, Inc. but also fosters strong and mutually beneficial relationships with clients and vendors alike.

PROJECT EXPERIENCE

Mercer HR Consulting - Actuarial Analyst

Analyzed data for Defined Contribution Pension Plans, utilized amortization schedules for participant payouts, assisted in Form 5500 filings, and collaborated with clients to gather participant data.

MEI Technologies, Inc - Pricing and Contracts Analyst

Formulated NASA and DoD bid pricing, compiled inputs, and crafted cost narratives for final customer bids. Developed internal budgets, reviewed prime contracts, processed modifications, and collaborated with the Government Contracting Officer for projects exceeding \$20M annually.

MEI Technologies, Inc - Director of Contracts and Finance

Led a multifunctional team overseeing Contracts, Pricing, Finance, and Procurement. Managed all final contract reviews and actions for NASA and DoD contracts. Formulated pricing strategy, reviewed proposals, and supervised procurement processes. Developed and communicated internal budgets to the CEO and owners.

Dalco Services, LLC - Director HR & Finance

Examine builder contracts, serve as the Insurance contact, manage human resource functions, address employee relations, and supervise financial analysis and company projections.



ALFREDO DIEGO

CONTACT

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🌐 www.partnersinc.net

EDUCATION

University of Houston - Clear Lake
Bachelor of Science, General
Business

Houston Community College
Associate in Arts

Bradford School of Business
Computerized Accounting

SKILLS

Microsoft Office Suite
Advanced in Microsoft Excel
SaaS Administrator for Deltek
Costpoint and Time & Expense,
and Business Intelligence (BI)
IBM Reporting
ADP Workforce Now
Quickbooks Pro
MoneySoft Fixed Asset Pro

ABOUT ALFREDO

Alfredo is a seasoned professional in the field of accounting, currently lending his expertise to Partners in Construction, Inc. With an impressive 14 years of experience in high-level accounting, Alfredo has honed his skills and developed a deep understanding of financial management within the construction industry. His meticulous approach to financial analysis and reporting has played a pivotal role in enhancing the company's fiscal health. Alfredo is a numbers expert and a strategic thinker, contributing valuable insights to the decision-making process. His commitment to excellence and proficiency in financial management make him an indispensable asset to Partners in Construction, Inc.

PROJECT EXPERIENCE

ACCOUNTING MANAGER, GOVERNMENT SERVICES AND COMMERCIAL SPACE
AEGIS AEROSPACE, INC. FORMERLY KNOWN AS HET TECHNOLOGIES, INC., HOUSTON, TEXAS

Alfredo excelled in compliance with the Federal Acquisition Regulation (FAR), Defense Contract Audit Agency (DCAA), and Generally Accepted Accounting Principles (GAAP) within a dynamic industry. He was adept at preparing and analyzing monthly, quarterly, and annual financial statements for key stakeholders, overseeing month-end close processes, and managing daily accounting operations. Alfredo's responsibilities extended to Cash Flow activities, forecasting, Line of Credit (LOC) maintenance, and assisting in cost pool setups.

Furthermore, Alfredo played a crucial role in reconciling DCAA annual Incurred Cost Audits, maintained relationships with the agency, and supported various financial audits, such as insurance/worker's comp and 401k Plan audits. As a Subject Matter Expert (SME) in Deltek Costpoint, he provided advanced reporting for the corporate team, collaborated on system migrations, and ensured robust controls by defining user access and permissions. Alfredo's expertise also encompassed high-level involvement in Project control functions for multiple NASA customers, covering deliverables, financial reporting, program management, and project-specific modifications aligned with contract requirements and company cost pool structures.



STACEY ST. PIERRE

CONTACT

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✉ stacey@partnersinc.net

🌐 www.partnersinc.net

SKILLS

Program Management
Construction Management
Residential Construction
HUD CDBG Programs
Disaster Recovery Programs
Subcontractor Management
Client Relationship Management
Estimating & Job Costing
Quality Control Management
Team Building & Leadership
Contract Administration
Permit Processing
Insurance and Bonding
Xactimate
Builder Trend
Monday
QuickBase
Company Cam

CERTIFICATIONS

OSHA-30
LEAD Renovator Certified
Licensed Residential Contractor
(Louisiana)
TWIC Licensed
FEMA: IS-00100.c
FEMA: IS-00700.b
FEMA: IS-02900.a
National Association of Home Builders

ABOUT STACEY

Ms. Stacey St. Pierre currently holds the Director of Accounts Management and Business Development position at Partners In Construction, Inc., bringing over 13 years of comprehensive experience in the construction industry. Her expertise encompasses a diverse range of skills, notably in residential construction and reconstruction for large-scale post-disaster recovery initiatives, as well as proficiency in process documentation and fostering positive client relations. Stacey has demonstrated her capabilities in her role by successfully establishing local offices and overseeing operations for the Hurricanes Ida, Laura, Issac, and Sandy Housing and Urban Development (HUD) Community Development Block Grant (CDBG) programs. Her responsibilities include effectively managing and training superintendents, sales personnel, and office staff to ensure compliance with program requirements and guidelines.

PROJECT EXPERIENCE

Hurricane Ida Haul and Install - Temporary Sheltering Solutions for Non-Congregate Sheltering:

Oversaw the execution of the temporary sheltering solutions program post-Hurricane Ida, managing the delivery, setup, tie-down, and removal of 600+ trailers for displaced homeowners.

North Carolina's Division of Emergency Management (NCEM) of the Department of Public Safety, Sheltering and Temporary Essential Power STEP-FEMA Program- Hurricane Florence:

Client Relations Manager for the FEMA Sheltering and Temporary Essential Power (STEP) Program, addressing the needs of North Carolina homeowners with minor damage from Hurricane Florence in September 2018. The program aimed to provide swift, basic repairs for homes, ensuring safety, security, and cleanliness for a prompt return of homeowners.

Louisiana Shelter at Home Program- GOHSEP:

Supported the Shelter at Home program by facilitating extensive clean-out and rapid repair services in multiple cities. This enabled victims of the August 2016 flood disaster to return swiftly and shelter at home. Overseeing nearly 1,500 projects for GOHSEP, she ensured completion within a timeframe of fewer than 100 days.

Hurricane Issac:

Efficiently executed the Plaquemines Housing Assistance Program for Hurricane Isaac-affected homes and the St. John the Baptist CDBG Program, involving the reconstruction, elevation, and renovation of damaged homes. Notably, received acclaim as the first contractor to complete awarded projects in record time for both programs.

Superstorm Sandy New Jersey RREM Program:

Led a federally funded program aiding Hurricane Sandy victims in New Jersey, actively engaged from inception to comprehensively grasp program requirements. As the Project Manager, fostered strong working relationships with the Department of Community Affairs and Project Administrators, facilitating effective client and program service.

Hurricane Katrina Small Rental Property Program In New Orleans:

Oversaw a federally funded program assisting Hurricane Katrina victims in the New Orleans area. Managed and trained superintendents, sales personnel, and office staff on program requirements and guidelines.

AdvanceOnline Solutions Online Institute

Certificate of Completion

Stacey St.Pierre

has met the online course completion requirements for

OSHA 30-Hour Construction Safety

This student has completed the formal instruction for the 30-Hour Construction Outreach Program. Topics covered in this program were Introduction to OSHA, Managing Safety and Health, Struck-by and Caught-In or Between Hazards, Personal Protective Equipment, Hearing Conservation, Respiratory Protection, Lead and Crystalline Silica, Asbestos, GHS Hazard Communication, Electrical Safety, Hand and Power Tools, Fall Protection, Ladder Safety, Excavations, Scaffolds, Crane Safety, Heavy Equipment, Forklift Safety, Materials Handling, Permit-Required Confined Spaces, Fire Safety, Welding and Cutting, Concrete and Masonry, Steel Erection, and Ergonomics.

As an OSHA Outreach Training Program trainer, I affirm that I have conducted this OSHA Outreach Training Program training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my OSHA Authorizing Training Organization. Upon successful review of my documentation, I will provide each student their course completion card within 90 calendar days of the end of the class. — Jason Cole

Instructor Jason Cole

Course ID A0310

Certificate ID 19402_1935468

Date 12/20/2022 11:42:00 AM

Time Online 34:26:40

AdvanceOnline Solutions, Inc.

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AdvanceOnline
S O L U T I O N S





1066 Oldstone Road Allentown, PA 18103
888-779-8404 rrtraining@enviroed.net www.enviroed.net

**Certificate of Attendance and Successful Completion
Renovator Initial – English**

Issued in accordance with 40 CFR 745.225

Stacey St.Pierre
14215 Mary Jane Ln.
Tomball, TX 77377

Certificate Number: R-I-128533-23-00051

Date of Course: 1/18/2023

Date of Successful Test Completion: 1/18/2023

Date of Certificate Expiration: 1/18/2028



25/2023

Jessica L. Lucas RS, HHS Date
EnviroEd, LLC, Training Manager

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

STACEY ST PIERRE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-02900.a

**National Disaster Recovery Framework
(NDRF) Overview**

Issued this 13th Day of October, 2020



0.3 IACET CEU



Jeffrey D. Stern, Ph.D.

Superintendent

Emergency Management Institute

Federal Emergency Management Agency

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

STACEY ST PIERRE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700.b

**An Introduction to the National Incident
Management System**

Issued this 30th Day of October, 2020



0.4 IACET CEU

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency



Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

STACEY ST PIERRE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100.c

Introduction to Incident Command System, ICS-100

Issued this 30th Day of September, 2020



Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

0.2 IACET CEU



COLLIN ST. PIERRE

CONTACT

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✉️ collin@partnersinc.net

🌐 www.partnersinc.net

EDUCATION

Louisiana State University
Bachelor of Science
Business Administration - Finance
Aug 2014 - Dec 2018

SKILLS

Excel Models
Data Collection
Team Leadership
Planning Budgeting and Forecasting
Data Tracking
Performance Reporting
Team Management
Construction Site Inspections

ABOUT COLLIN

Collin has experience across various government construction programs. His journey began with involvement in residential disaster reconstruction projects, where he honed his understanding of the intricacies involved in securing budgets, managing subcontractors, and tracking project data. Utilizing these competencies, Collin successfully transitioned into a managerial role for a larger-scale commercial project. His proactive pursuit of diverse experiences underscores his commitment to continuously augmenting his knowledge across all dimensions of the construction industry.

CONSTRUCTION EXPERIENCE

Patriot Response Group, LLC
Field Supervisor

Collin performed initial site visits and inspections in the FDEM SHRC Program (PREP / STEP). He created change orders and adjusted the scope of work based on program guidelines. Collin collaborated with the program to provide all necessary documentation. He provided project timelines and budgets alongside detailed internal notes for tracking the entire project from start to finish.

D. Hayes Enterprise LLC
Project Manager

During his tenure on the USACE Westshore Road Access Project, Collin spearheaded the construction of limestone roads, which were crucial for providing access to a newly constructed levee area under the Corps of Engineers. He identified and resolved gaps in project execution and strategy, utilizing innovative methods to ensure seamless progress. Leveraging his expertise in project management software, Collin efficiently managed workflow and allocated tasks among team members. Additionally, he coordinated meetings to establish project milestones and implement effective task management techniques, showcasing his leadership and organizational skills in driving successful project outcomes.

Boutista Group
Data Analyst

Collin designed and developed reports and analytics utilizing modern data visualization tools in his role within the Hurricane Ida Mitigation Program. He was responsible for setting up and meticulously tracking project data using Monday software. Moreover, Collin played a pivotal role in creating business intelligence tools and systems, including the design of associated databases, spreadsheets, and outputs. These contributions underscored his data management and analysis proficiency, showcasing his ability to drive informed decision-making within complex projects.

JW Turner Construction
Program Specialist

In the South Texas GLO Home Rebuild & Elevation Program, Collin efficiently managed various project aspects. He created pre-construction inspection documents and budgets, conducted field inspections, and generated change order documents. Collin also ensured accurate project data entry and enhanced the company's tracking system for improved project management. His contributions demonstrate strong project coordination skills and a commitment to optimizing organizational processes.



DANIEL VILLASANA

CONTACT

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✉️ daniel@partnersinc.net

🌐 www.partnersinc.net

EDUCATION

Houston Community College, Houston, TX
Construction Management

Wharton County Junior College, Sugar Land, TX
General Studies

SKILLS

Fluent In Spanish
OSHA 30 Certified
Ladder and Fall Protection Certified
CERTA Torch Applicator Certified
Certified Forklift Operator
Boom Lift Operator

MILITARY SERVICE

United States Marine Corp.
Camp Pendleton, CA & Houston, TX
Anti-Tank Assault Mar/Infantry
2002 - 2008
Corporal / Squad Leader 1st Battalion 23rd
Marines 4th Marine Division Alpha Company
Weapons Platoon
Advanced Infantry Skills in demolitions,
shoulder-fired rockets, marksmanship, and
Martial Arts.
Honorable Discharge, Navy Achievement
Medal, Global War on Terrorism
Expeditionary Medal, Selected Marine Corps
Reserve Medal, Armed Forces Reserve Medal
with "M" and National Defense Medal

ABOUT DANIEL

Daniel is a seasoned superintendent at Partners in Construction, Inc. He excels in project take-offs, preparing scopes of work, and collaborating with key stakeholders. From bid to closeout, Daniel ensures efficient project management, calculating materials, and coordinating seamlessly with vendors/subcontractors. His expertise results in consistently delivering projects within budget and schedule estimates, showcasing his dedication to excellence in construction management.

PROJECT EXPERIENCE

Tracer Roofing, LLC - Estimator/Project Manager

Specializing In Commercial/Residential Composition Shingles, Standing Seam Metal, and Low Slope Roofing, Daniel conducted project take-offs, prepared scopes of work, and collaborated with stakeholders. He managed projects from bid to closeout, coordinated materials with roofing supply companies, and collaborated with consultants and contractors to ensure projects were completed within budget and schedule.

PetersenDean - Commercial Roofing Estimator

Daniel estimated 220+ million commercial roofing projects annually, focusing on Composition Shingles, Standing Seam Metal, and Low Slope Roofing. He conducted project take-offs, prepared comprehensive scopes of work, material estimates, and proposals for the sales team. Addressing inquiries from clients and the sales team, he also reviewed contracts before execution.

Gutier, LLC - Estimator/Project Manager

Specializing in re-roofs and installing various roofing types, including BUR, Single Ply thermoplastics, EPDM rubber, modified bitumen, metal roofing, and roof coating, the Commercial Roofing Contractor managed projects comprehensively. This involved project take-offs, preparing scopes of work, proposals, contracts, and estimates for labor and materials. From bid to closeout, they efficiently managed jobs, coordinating materials with roofing supply companies and collaborating with roofing consultants and material representatives. Notably, all projects were completed within cost and schedule estimates.



FERMIN ALVARADO

CONTACT

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🌐 www.partnersinc.net

SKILLS

Project Management
Safety Program
Construction
Management
Customer Service
Communication
Work Ethic
Project Budgeting
Strategic thinking

ABOUT FERMIN

Fermin is a solution-oriented superintendent with over 20 years of construction, hands-on project management, and supervision experience. He resourceful team player with strong troubleshooting skills to progress milestones, ensuring on-time project completion.

PROJECT EXPERIENCE

Dalco Roofing LLC - Operations Manager

Oversaw team management, created cost estimates, collaborated on budget and timeline, coordinated material delivery, scheduled workers and subcontractors, hired additional subcontractors, maintained daily logs, made operational changes as needed, and Implemented cost-effective management techniques.

Tracer Roofing LLC

Managed a team, created cost estimates, collaborated on budget and timeline, coordinated materials and equipment, scheduled workers and subcontractors, hired additional subcontractors, maintained daily logs, made necessary operational changes, and implemented cost-effective management techniques.

Petersen Dean - Commercial Superintendent

Collaborated with engineers, subcontractors, and other stakeholders to determine project needs. Set performance goals and deadlines, planned construction processes, and estimated costs to ensure the project stayed on budget. Supervised staff, provided constructive feedback, and monitored and reported on project progress. Planned inspections, obtained construction permits from local authorities, and implemented safety and quality guidelines. Ordered appropriate equipment and arranged for regular maintenance while also keeping track of material stock and orders. Ensured the job site remained safe, clean, and orderly and resolved on-site issues and emergencies as they arose.



JOHN FLEX

CONTACT

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✉️ john@partnersinc.net

🌐 www.partnersinc.net

EDUCATION

**University of Houston - Houston,
TX**

Engineering (Pre-Engineering)

Associates of Applied Science:

Drafting Technology

Alvin Community College

SKILLS

Lean manufacturing and design
Business process re-engineering
Project planning and development
Advanced problem solving
Commercial Construction
Expense reports
Residential construction
Construction Management
Project Management
Microsoft Office

ABOUT JOHN

John is a focused Project Manager with expertise in planning, directing, and maintaining continuous operations across various departments. He brings experience in overseeing manufacturing employees and ensuring efficient production in alignment with quality standards. John applies a creative and analytical approach to operations, constantly seeking opportunities for continuous process improvement. His skills include identifying or anticipating problems and providing practical solutions.

John excels in mentoring, training, and empowering teams to achieve outstanding performance. He is determined and adept at assigning tasks to team members based on their individual strengths.

Additionally, John effectively communicates with key project stakeholders to understand and address project requirements.

CONSTRUCTION EXPERIENCE

DSW Homes – Galveston, TX

- Identified plans and resources necessary for meeting project goals and objectives.
- Supervised, coordinated, and managed all field activities in multiple communities, ensuring projects were delivered on time and within or under budget.
- Oversaw the completion of construction in accordance with engineer's and architects' drawings, specifications, and prevailing building codes.
- Monitored inventory and promptly reported items to be restocked for each job site.
- Managed projects comprehensively from procurement to commission.
- Achieved project deadlines by coordinating with contractors to optimize performance.
- Efficiently handled the management of invoices and purchase orders for various job sites.


Flex Enterprises – Dickinson, Tx

- Monitored inventory and reported items to be restocked for each job site.
- Negotiated all quotes and contracts
- Managed Invoices and POs for job sites
- Handled customer complaints, resolved issues, and adjusted policies to meet changing needs.
- Maintained clean and well-organized production areas to avoid violations or unnecessary work delays due to
- hazards or inefficient layouts.



JOSHUA COFFIN

CONTACT

 207-671-9666

 joshua.coffin@partnersinc.net

 www.partnersinc.net

SKILLS

Construction Management
Project Coordination
Scheduling and Budgeting
Subcontractor Management
Carpentry (Frame, Finish)
Plumbing and Electrical
Construction Management
Software (Procore, Microsoft Project)
Microsoft Office Suite
Conflict Resolution
Time Management
Construction Estimating and
Inspections
Leadership and Team
Supervision

ABOUT JOSHUA

Joshua is a highly skilled Construction Superintendent at Partners in Construction, Inc., with extensive experience in managing residential and commercial construction projects from inception to completion. A former U.S. Marine Corps Corporal, Joshua brings disciplined leadership, meticulous attention to detail, and a proven ability to coordinate subcontractors, budgets, and schedules to deliver projects on time and within scope. His expertise in construction management software, combined with hands-on skills in carpentry, plumbing, and electrical work, ensures high-quality outcomes. Joshua's strong communication and conflict resolution abilities make him a pivotal leader at Partners in Construction, Inc., driving operational efficiency and client satisfaction.

PROJECT EXPERIENCE

PARTNERS IN CONSTRUCTION, INC. (2024 – PRESENT) CONSTRUCTION SUPERINTENDENT

As Construction Superintendent, Joshua Coffin oversees daily operations for residential and commercial construction projects, managing subcontractor schedules, material orders, and budgets to ensure timely delivery. He utilizes Procore and Microsoft Project to track progress, coordinate inspections, and maintain compliance with safety and regulatory standards. Joshua's leadership fosters effective team collaboration, driving project efficiency and reinforcing Partners in Construction, Inc.'s commitment to quality.

BIRCHSTONE RESIDENTIAL (2024) INTERIOR SUPERINTENDENT,

Managed the interior construction of high-end apartments, coordinating subcontractors, invoices, and material orders. Joshua conducted weekly meetings with office managers and tenants, ensuring budget adherence and high-quality surroundings, while maintaining strict schedules and resolving conflicts to meet project deadlines.

PALLADIO DEVELOPMENT (2021 – 2024) CONSTRUCTION MANAGER

Oversaw all aspects of scattered lot residential home construction, from groundbreaking to closing. Joshua managed subcontractor scheduling, budgeting, and homeowner interactions, setting up inspections and ensuring homes were completed within target dates, delivering consistent quality and client satisfaction.


MI HOMES (2020 – 2021) CONSTRUCTION MANAGER

Managed the construction of 22 single and multi-family homes, from groundbreaking to completion. Joshua coordinated subcontractors, budgets, and inspections, ensuring projects met quality standards and deadlines, enhancing operational efficiency and project outcomes.



LEO GNIEWKOWSKI

CONTACT

 732-618-9614

 leo.gniewkowski@partnersinc.net

 www.partnersinc.net

SKILLS

Project Management
Construction Supervision
Scheduling and Time Management
Carpentry (Frame, Finish)
Plumbing and Electrical
HVAC and Roofing
Drywall and Door Hanging
Microsoft Office Suite (Excel, Word)
Construction Management Software (Procore)
Conflict Resolution
Subcontractor Coordination
OSHA Safety Compliance

ABOUT LEO

Leo is a seasoned Construction Superintendent at Partners in Construction, Inc., with over 40 years of experience in residential and commercial construction. Renowned for his expertise in managing all phases of construction projects, from planning to completion, Leo has a proven track record of delivering high-quality results on time and within budget. His hands-on leadership, proficiency in carpentry, and ability to coordinate subcontractors and resources have driven project efficiency and client satisfaction. Leo's commitment to safety, strong organizational skills, and versatility across construction disciplines make him an invaluable asset to Partners in Construction, Inc.

PROJECT EXPERIENCE

PARTNERS IN CONSTRUCTION, INC. (2024 – PRESENT) CONSTRUCTION SUPERINTENDENT

As Construction Superintendent, Leo Gniewkowski oversees daily operations for residential and commercial construction projects, managing subcontractors, materials, and schedules to ensure timely and high-quality project delivery. He enforces strict safety protocols, utilizes Procore for project tracking, and coordinates with stakeholders to maintain budget and regulatory compliance. His leadership has streamlined workflows, reduced costs, and enhanced Partners in Construction, Inc.'s reputation for excellence.

CARNEY QUALITY CONSTRUCTION (2023 – 2024) PROJECT MANAGER

Managed up to 12 residential construction projects simultaneously, overseeing all stages from permitting to final punch lists. Leo completed eight homes within nine months, ensuring compliance with design specifications and passing all inspections. He coordinated subcontractors, ordered materials, and provided detailed progress reports, driving project efficiency and customer satisfaction.

CAPE SIGNATURE HOMES (2015 – 2023)

Supervised high-end residential projects, including foam wall construction and major home renovations, as well as kitchen and bathroom remodels. Leo reported weekly to owners, managed subcontractor schedules, and ensured quality control, delivering state-of-the-art homes and remodels that met stringent client expectations.



MONIQUE MARTINEZ

CONTACT

📞 985-607-5202

✉️ monique.martinez@partnersinc.net

🌐 www.partnersinc.net

EDUCATION

Texas State University, San Marcos, TX
Bachelor of Science, Urban and Regional Planning
Minor in Public Administration

SKILLS

Project Coordination and Scheduling
Permitting and Regulatory Compliance
Cost Tracking and Budget Management
Vendor and Subcontractor Coordination
Construction Management Software (Procore, Xactimate, Buildertrend)
Microsoft Office Suite (Excel, Project)
Bilingual (English/Spanish)
Urban Planning and Ordinance Development
Stakeholder Communication
Process Optimization

ABOUT MONIQUE

Monique Martinez is a dynamic and detail-oriented Assistant Project Manager at Partners in Construction, Inc., with a robust background in urban planning and construction project coordination. With experience in public sector planning, hurricane relief efforts with Restore LA, and construction management, Monique excels in managing project timelines, budgets, and stakeholder relationships. Her bilingual proficiency in English and Spanish, combined with her expertise in permitting, ordinance development, and construction software like Procore and Xactimate, enables her to deliver exceptional results. Currently pursuing a Certified Associate Project Manager certification, Monique's cooperative and coachable approach makes her a vital asset to Partners in Construction, Inc., driving project efficiency and client satisfaction.

PROJECT EXPERIENCE

PARTNERS IN CONSTRUCTION, INC. (2024-PRESENT) ASSISTANT PROJECT MANAGER

As Assistant Project Manager, Monique Martinez supports the execution of residential and commercial construction projects, managing documentation, permitting, and scheduling for rehabilitation and reconstruction initiatives. She collaborates with project managers, subcontractors, homeowners, and permitting authorities to ensure projects remain on schedule and within budget. Utilizing Procore, Monique updates weekly progress reports, forecasts completion timelines, and streamlines communication to enhance project efficiency. Her meticulous oversight of regulatory compliance and vendor coordination has strengthened Partners in Construction, Inc.'s ability to deliver high-quality projects on time.

DECKARD'S DISASTER & CLAIM SERVICES (2022 - 2023) Apprentice

Assisted in organizing disaster recovery projects, maintaining detailed reports, and communicating with homeowners and contractors. Monique supported the creation of change orders using Xactimate, gaining hands-on experience in construction estimating, damage assessment, and claims production, contributing to efficient project workflows.

CITY OF BULVERDE, TX (2020 - 2022) City Planner

Reviewed permits and conducted research for development reports, creating streamlined processes for application reviews, fee structures, and communication with builders and engineers. Monique interacted with citizens to address planning concerns, enhancing community engagement and development efficiency.

CITY OF ALTON, TX (2018 - 2020) City Planner

Managed reviews of subdivisions, building plans, rezoning applications, and annexation requests, drafting and passing city ordinances. Monique supervised the Planning Department Internship Program and assisted citizens with property issues, leveraging her building code knowledge to support community development.


CITY OF ALTON, TX (2017 - 2018) Intern Planner

Supported the Planning Director in rezoning efforts, constructing a Unified Development Code, and updating ordinances. Monique worked closely with city inspectors, gaining expertise in building codes and public communication for project planning and grievance resolution.



BROOKE RILEY

CONTACT

 832-890-5112

 brooke@partnersinc.net

 www.partnersinc.net

EDUCATION

Angelo State University
Bachelor of Communications, minor in
Business and Public Relations

SKILLS

Quality Assurance
Procurement
Systems Development
Attention to Detail
Communication
Problem-Solving
Collaboration
Results-Driven

ABOUT BROOKE

Brooke works for Partners in Construction, Inc., specializing in crafting and maintaining efficient quality assurance and procurement systems. Her expertise lies in developing streamlined processes to ensure the company's construction projects meet the highest standards. With a background as a Branch Manager for Mortgage companies, Brooke employs proactive problem-solving to uphold excellence. Simultaneously, she excels in building and optimizing systems for procurement, fostering enduring partnerships through effective communication and negotiation.

PROJECT EXPERIENCE

Synergy One Lending - Branch Manager

With a decade of experience as a Branch Manager in the mortgage industry, Brooke showcases her expertise not only in overseeing and optimizing operational systems but also in effective team leadership. Leveraging her skills honed in quality assurance, she implements robust processes that not only enhance the efficiency of mortgage operations but also foster a cohesive and high-performing team. Brooke's proficiency in negotiation and communication plays a pivotal role in establishing strong relationships with clients and stakeholders, ensuring a seamless and client-focused mortgage experience.

Brooke's results-driven approach goes beyond individual tasks; she extends her collaborative spirit to team management, creating a positive work environment that encourages teamwork and professional growth. Her commitment to team leadership contributes significantly to the stellar reputation of the branch within the competitive mortgage industry. By merging her skills in quality assurance, procurement, and team management, Brooke not only ensures operational excellence but also cultivates a dynamic and successful team that consistently delivers outstanding results.



DOUGLAS LANE

CONTACT

 281-678-5711

 doug@partnersinc.net

 www.partnersinc.net

EDUCATION

Abundant Life High School Graduate
La Marque, TX

CERTIFICATIONS

Texas Mold Remediation Contractor
License

OSHA- 40 Hour HAZWOPER Safety
Unlimited

Steramist® - Binary Ionization
Technology

TOMI Environmental

Xactimate™ Training

IICRC - Water Damage Restoration

IICRC – Commercial Drying Specialist
Houston, TX

IICRC- Fire and Smoke Restoration
Technician

IICRC- Applied Structural Drying
Technician

Commercial Driver's License Class A.

ABOUT DOUGLAS

Doug is a dedicated and visionary business owner at the helm of Dalco Services, LLC., a prosperous roofing company celebrated for its industry excellence. He is a results-driven leader, showcasing expertise across all facets of roofing, encompassing project management and financial control. With a proven track record, Doug consistently delivers exceptional quality and ensures customer satisfaction. His skills extend to strategic planning, team building, and cultivating enduring client relationships. Doug remains steadfast in his commitment to safety, compliance, and the implementation of sustainable practices at Partners in Construction, Inc.

PROJECT EXPERIENCE

DALCO SERVICES PRESIDENT AND OWNER

Lead and manage all aspects of a thriving roofing business, overseeing a team of skilled professionals. Achieve consistent revenue growth year over year through strategic planning and market expansion. Implement stringent safety protocols, resulting in an accident-free work environment and reduced insurance costs. Fosters strong client relationships, resulting in a 95% customer satisfaction rate and a high rate of repeat business.


Industry Specific Expertise

Portable Mitigation Equipment - LGR
Dehumidifiers, Air Movers, Air
Scrubbers, Extractors
Desiccant Dehumidification -
Calculation, setup, and monitoring.
Temporary Power Generation and
Distribution- Setup and maintain
Healthcare Facility Infection Control
(ICRA), Containment barriers,
negative air pressure during sensitive
projects.
Mold and Environmental Remediation.
Decontamination and HAZMAT cleanup



BRADLEY DOERRE

CONTACT

 713-429-2430

 brad@partnersinc.net

 www.partnersinc.net

EDUCATION

Texas A&M University - 2001
Bachelor of Science - Industrial
Distribution

CERTIFICATIONS

Certified ICC Residential Electrical
Inspector - License # 5271724E1
Certified ICC Residential Building
Inspector - License # 5271724B1
Certified ICC Residential Mechanical
Inspector - License # 5271724M1
Certified ICC Residential Plumbing
Inspector - License # 5271724P1
IRC High Wind Requirements Training
Home Energy Rating Systems Rater
Training
Home Energy Rating Systems Field
Inspector Training
Mold Remediation Contractor - License #
MRC1549
TREC Salesperson - License # 0538469

ABOUT BRAD

Brad, a seasoned professional in the construction industry, holds the pivotal role of managing partner at Partners in Construction, Inc. With a meticulous eye for detail and a keen understanding of corporate intricacies, he dedicates his expertise to overseeing the realm of corporate documents, contracts, and treasury within the organization. Brad's strategic approach ensures that all aspects of legal and financial affairs are executed with precision, contributing to the overall success and sustainability of Partners in Construction, Inc. His commitment to maintaining a robust foundation through effective management of corporate processes highlights his invaluable contribution to the company's growth and prosperity.

PROJECT EXPERIENCE

Dalco Services, LLC 2017 – Present

Partner – VP Sales

Dalco Services is a leading residential and commercial roofing contractor.

Builders Wholesale, Inc 2014 – Present

Partner - President

Builders Wholesale is a building products supplier. Having established a unique niche in the market, serving as a contractor's pro-shop for various trades in the residential and commercial contractor space.

Austin Windstorm Construction, Inc. 2012 – Present


Partner - VP Sales

Austin Windstorm Construction is an industry-leading turnkey installer of residential hurricane components.



CARL JOSEPH “JOEY” AUSTIN

CONTACT

 713-429-2430

 joey@partnersinc.net

 www.partnersinc.net

EDUCATION

Texas City High School- Texas City,
TX
Graduate

SKILLS

Visionary Leadership: Clear vision communication for long-term objectives.

Strategic Planning: Evaluation of new market opportunities for growth.

Financial Management: Crafting strategies for revenue maximization and financial stability.

Team Building: Effective recruitment, training, and ongoing professional development for high-performing teams.

Industry Awareness: Stay informed about industry trends and market dynamics.

Legal and Risk Management: Navigate legal complexities and manage risks.

Succession Planning: Development of plans for future leadership transitions.

ABOUT JOEY

Joey, a dedicated and forward-thinking business owner, boasts a proven track record of entrepreneurial success and a passion for innovation. With extensive experience in home construction, he has demonstrated the ability to drive business growth, create strategic opportunities, and effectively manage resources. As a visionary leader, Joey is committed to delivering exceptional products/services, cultivating strong client relationships, and fostering a dynamic and results-driven team.

PROJECT EXPERIENCE

DALCO SERVICES, LLC. August 2017 – Present
Partner

Joey is tasked with developing and executing a comprehensive long-term vision and growth strategy. He oversees the company's financial health, managing budgeting, financial reporting, and cash flow. Joey implements effective sales and marketing strategies, negotiates favorable terms with suppliers, and ensures optimal customer satisfaction through streamlined customer service operations. Additionally, he identifies and mitigates potential business risks, stays updated on industry trends and competitors, and plans for financial growth and resource allocation. Joey ensures compliance with legal and regulatory requirements, actively participates in community and industry events, and incorporates corporate social responsibility initiatives, such as sustainability practices. He also engages in succession planning for the business, including exit strategies.


AUSTIN WINDSTORM CONSTRUCTION, INC. 2003-Present
President

As the company's leader, communicates a clear vision to inspire the team and achieve long-term objectives. He evaluates market opportunities for regional and national growth, formulates financial strategies for revenue maximization, and leads the development of sales and branding strategies. Joey fosters lasting client relationships, ensures compliance with construction and safety standards, and builds a high-performing team through effective recruitment and professional development support. He stays informed about industry trends, navigates legal complexities, and adopts innovative technologies for operational efficiency. Joey promotes environmental sustainability and engages in community initiatives to strengthen the company's presence. Additionally, he develops a plan for future leadership transitions and implements corporate social responsibility initiatives, demonstrating ethical values.



SHAWN LYNCH

CONTACT

 (713) 880-9899

 shawn.lynch@partnersinc.net

 www.partnersinc.net

SKILLS

Strategic Business Development
Entrepreneurship and Innovation
Real Estate Investment and Development
Financial Analysis and Forecasting
Contract Negotiation and Deal Structuring
Project Management and Execution
Microsoft Office Suite
Advanced in Microsoft Project and Excel
Construction Management Software (Procore, PlanGrid)
Leadership and Stakeholder Engagement

ABOUT SHAWN

Shawn is a distinguished entrepreneur, Vice President at Partners In Construction, Inc., and managing partner at the Fila Group of Companies. He has over 25 years of experience founding and scaling businesses in real estate, logistics, retail, energy, and healthcare. At Partners since 2024, Mr. Lynch drives strategic growth, oversees multi-million-dollar projects, and optimizes operations using tools like Procore. His leadership, financial acumen, and commitment to innovation make him a pivotal figure in his ventures.

PROJECT EXPERIENCE

VICE PRESIDENT, PARTNERS IN CONSTRUCTION, INC., HOUSTON, TEXAS (2024 - PRESENT)

As Vice President, Shawn Lynch drives the strategic and operational success of Partners In Construction, Inc., leveraging his extensive entrepreneurial background to oversee high-value construction projects. He manages multimillion-dollar residential and commercial developments, ensuring adherence to budgets, timelines, and regulatory standards. Shawn's leadership has introduced innovative project management tools like Procore to enhance efficiency, streamline workflows, and improve reporting accuracy.

Drawing from his real estate expertise—having flipped over 200 homes, owned 50+ rental properties, and developed industrial buildings—Shawn provides critical insights into project feasibility and financial optimization. He negotiates contracts, forecasts cash flows, and fosters strong relationships with clients, architects, and regulatory bodies to ensure compliance and project success. His strategic vision has strengthened Partners In Construction, Inc.'s market position, aligning with his track record of scaling businesses like Filamar Energy and Rowan Energy to industry leadership.

MANAGING PARTNER, FILAMAR ENERGY, HOUSTON, TEXAS (2015 - PRESENT)

As managing partner, Mr. Lynch transformed Filamar Energy from a \$40 million oil and gas logistics brokerage into a carbon-neutral, asset-based leader operating over 400 trucks daily. Over six years, he scaled annual revenues to \$100-175 million, establishing Filamar as a top privately held last-mile logistics provider for fracking. He oversaw asset acquisition, operational restructuring, and sustainability initiatives, securing contracts with major producers and implementing advanced logistics tracking systems to enhance efficiency and client satisfaction.

CO-FOUNDER AND BOARD MEMBER, ROWAN ENERGY, HOUSTON, TEXAS (2024 - PRESENT)

Mr. Lynch co-founded Rowan Energy, developing innovative sand filtration systems for fracking well sites. Within its first year, the company deployed systems across 100+ sites, secured contracts with major producers, and achieved a \$13 million EBITDA. He guided product design, market entry, and strategic partnerships, positioning Rowan for a \$45 million exit in Q2 2025. His board role focuses on financial oversight and growth planning.

FOUNDER AND CEO, RETAIL AND E-COMMERCE CHAIN, HOUSTON, TEXAS (2005 - 2015)

Mr. Lynch launched an e-commerce platform that evolved into a national brick-and-mortar retail chain, recognized by Inc. 500 as a fastest-growing company. He managed all aspects of operations, from supply chain logistics to store expansions, achieving multi-million-dollar revenues. His strategic vision and marketing initiatives drove brand growth, culminating in a successful divestiture, with proceeds reinvested into real estate and logistics ventures.

REAL ESTATE INVESTOR AND DEVELOPER, HOUSTON, TEXAS (2008 - PRESENT)

Beginning at age 19, Mr. Lynch built a real estate portfolio by flipping over 200 single-family homes and managing 60+ rental properties. He later pivoted to commercial and industrial assets, developing retail centers, self-storage facilities, and single-tenant industrial complexes. His expertise in market analysis, property acquisition, and development continues to generate significant returns, complementing his leadership in construction and logistics.



Attachment 4: Bonding Capacity



April 21, 2025

Re: Partners In Construction, Inc.
League City, TX

To Whom It May Concern:

It is the privilege of Insurance Office of America and Frankenmuth Insurance Company to provide surety bonds on behalf of Partners In Construction, Inc.

At present, Frankenmuth Insurance Company provides a \$5,000,000 single project and \$25,000,000 aggregate surety program for Partners In Construction, Inc.

Frankenmuth Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570), and is rated A, XI by A.M. Best Company. Their Treasury listing for bonds is \$79,496,000.

As always, Frankenmuth Insurance Company reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. Frankenmuth Insurance Company has the final decision to approve or not approve any bond request based on their underwriting of the account at that time. This is not a commitment and the Insurance Office of America and Frankenmuth Insurance Company assume no liability if for any reason we do not execute any bonds requested by Partners In Construction, Inc.

Partners In Construction, Inc. continues to provide a high level of skill, quality, and concern for their work. This contractor enjoys an excellent reputation and is considered a leader in their field, and we happily recommend this preferred account to you.

If you have any questions, please don't hesitate to contact us.

Sincerely,

[Redacted Signature]
Bond Manager,
Insurance Office of America

/dmj



Attachment 5: Annual Report

All information contained in this attachment is confidential and should not be released via public records request in any form other than fully redacted.

Should NC DCR require any additional information on the financial position of PIC or its partners, please contact Jeff Riley per contact information provided in this response.

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Attachment 6: EMR



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Attachment 7: Insurance

PIC's current insurance coverage is attached on the next page. Coverage amounts will be increased and coverage types added, if necessary to comply with the requirements stated in the solicitation, and in conformity with contractual requirements upon award.



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Attachment 8: Operations Manual (Safety and Quality)



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Attachment 9: Letters of Recommendation



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