

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and Final Offer, and subject to all the terms and conditions herein, those in the original Request for Proposal (unless superseded herein) and in Vendor's offer thereto, the undersigned offers and agrees to furnish and deliver any or all goods/services which are offered, at the prices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: <i>PERSONS SERVICES CORP</i>		
STREET ADDRESS: <i>4474 HALLS MILL RD</i>	P.O. BOX:	ZIP:
CITY & STATE & ZIP: <i>MOORE, AL 36693</i>	TELEPHONE NUMBER: <i>251-349-0647</i>	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE :		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: <i>Jimmy Benson</i>		FAX NUMBER:
DATE: <i>7/23/25</i>		EMAIL: <i>JBENSON@PERSONSERVICES.COM</i>

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

Off

Signed by:

arded 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

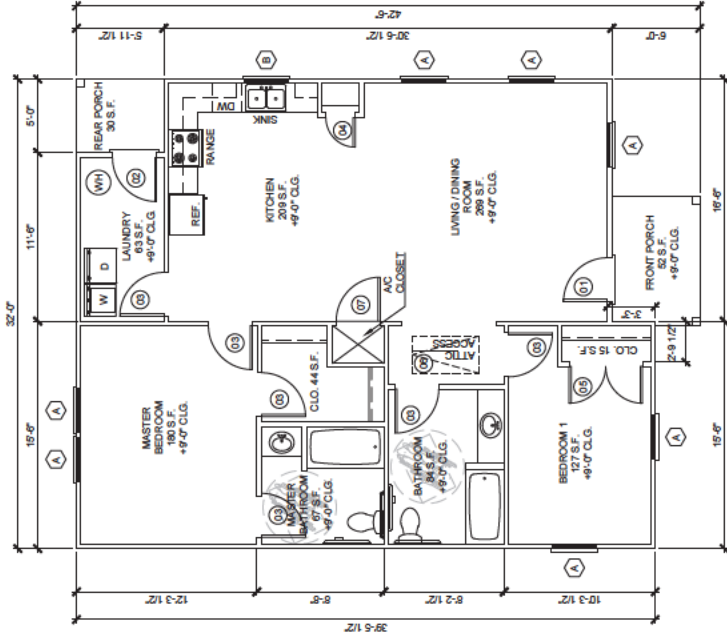
Other Site-Specific Costs	
Sod (per pallet installed)	\$ 654.76
Tree Trimming (per tree)	\$ 704.03
Stump Grinding (per stump)	\$ 715.21
Stump Removal	\$ 1,237.84
Tree Removal (2" - 10" diameter)	\$ 828.37
Tree Removal (11" - 15" diameter)	\$ 1,381.02
Tree Removal (16" - 20" diameter)	\$ 1,895.20
Tree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

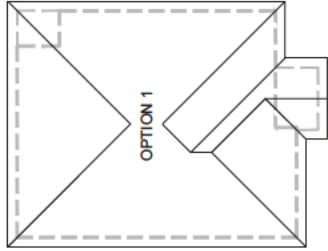
SQUARE FOOTAGE CALCULATIONS		
LOCATION	SQUARE FOOTAGE	REMARKS
FLOOR PLAN	1,184 SQFT	
FRONT PORCH	82 SQFT	
REAR PORCH	30 SQFT	

DOOR SCHEDULE		
MARK	QTY	DESCRIPTIONS
1	1	3'-0" X 6'-8" EXTERIOR WITH PREHOLE
2	1	3'-0" X 6'-8" EXTERIOR
3	6	3'-0" X 6'-8" INTERIOR
4	1	2'-0" X 6'-8" INTERIOR
5	1	(2) 2'-0" X 6'-8" DOUBLE DOORS
6	1	3'-0" X 5'-6" ATTIC ACCESS 350 POUND LADDER RATING
7	1	SELF CLOSING WITH A PREHOLE AND 20 MINUTE FIRE RATING (VENTED)

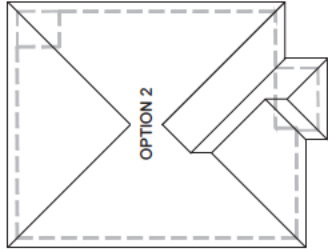
WINDOW SCHEDULE		
MARK	QTY	DESCRIPTIONS
A	7	3'-0" X 5'-0" SINGLE HUNG
B	1	3'-0" X 3'-0" SINGLE HUNG



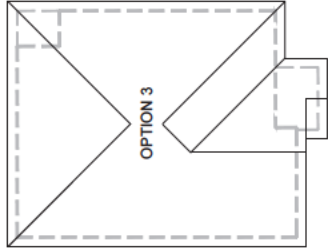
FLOOR PLAN



OPTION 1

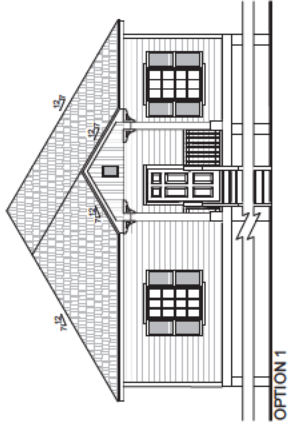


OPTION 2

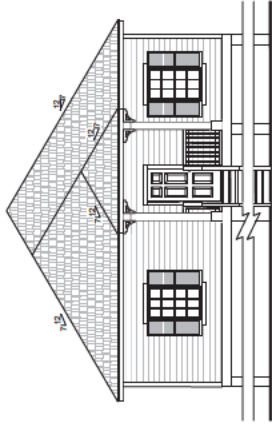


OPTION 3

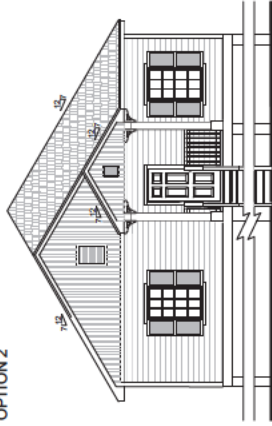
ROOF PLAN



OPTION 1

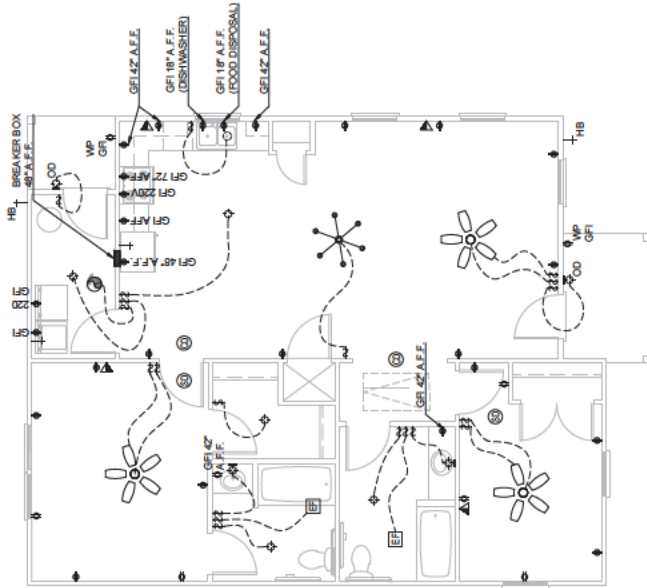


OPTION 2



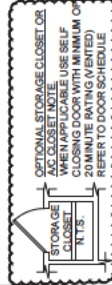
OPTION 3

ELECTRICAL PLAN



FRONT ELEVATIONS (SIDING)

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



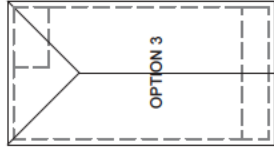
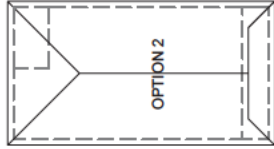
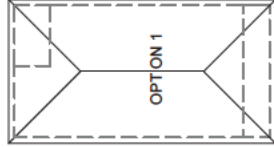
OPTIONAL STORAGE CLOSET OR
STORAGE CLOSET
WHEN APPLICABLE USE SELF
CLOSING DOOR WITH MINIMUM OF
20 MINUTE RATING (VENTED)
REFER TO DOOR SCHEDULE
PERMITTING.

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

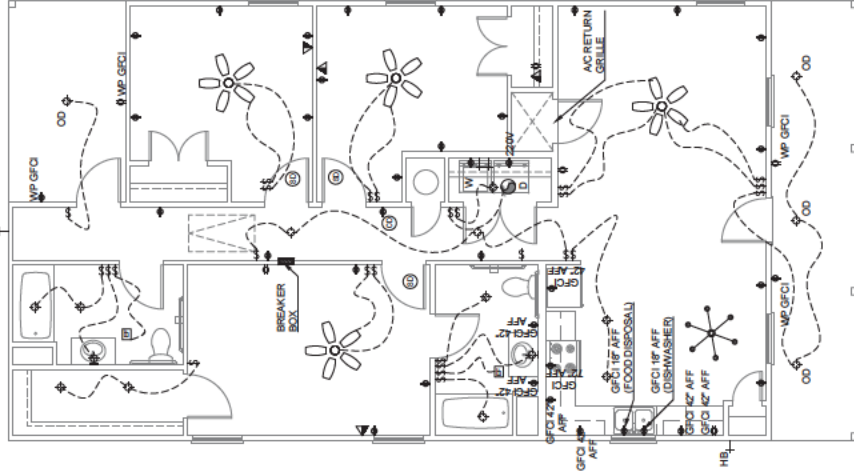
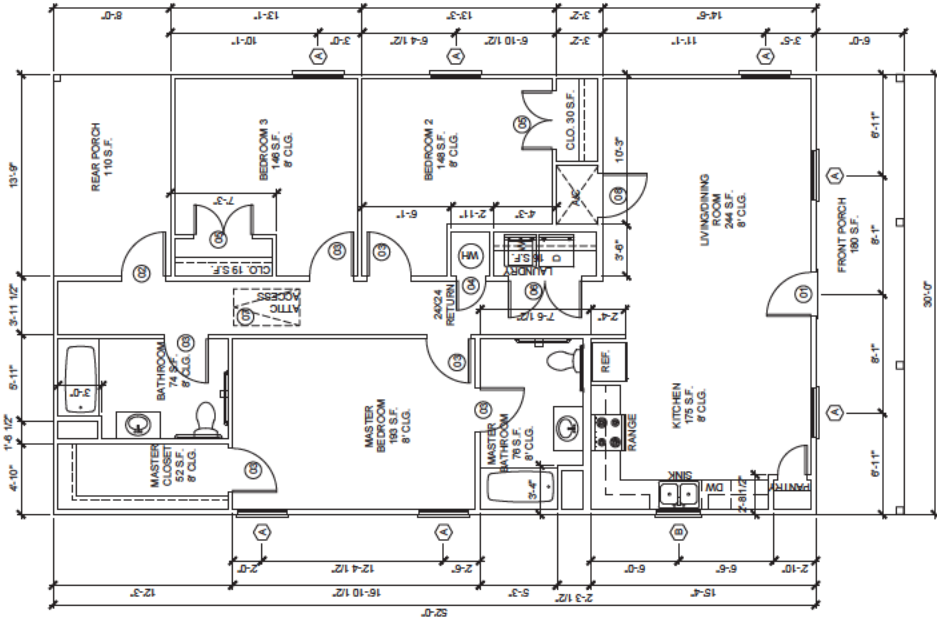
DOOR SCHEDULE			
MARK	QTY	DESCRIPTIONS	REMARKS
01	1	3'6" X 6'6"	EXTERIOR WITH PEAPLQE
02	1	3'6" X 6'6"	EXTERIOR
03	0	3'6" X 6'6"	INTERIOR
04	1	2'6" X 6'6"	INTERIOR, VENTED WHEN GAS APPLANCE
05	2	6'6" X 6'6"	DOUBLE DOORS
06	1	5'6" X 6'6"	DOUBLE DOORS
07	1	30" X 54" ATTIC ACCESS	350 POUND LADDER RATING
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 9'-0"	SINGLE HUNG
B	1	3'-0 X 3'-0"	SINGLE HUNG

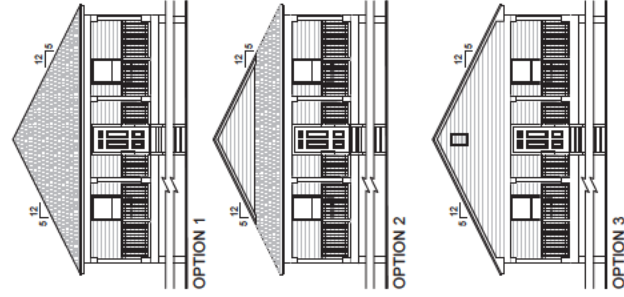


ROOF PLAN



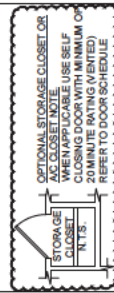
FLOOR PLAN

ELECTRICAL PLAN



EXTERIOR ELEVATIONS (SIDING)

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



THIS HOUSE PLAN IS FOR THE SOLE PURPOSE AND USE FOR THE NORTH CAROLINA DIVISION OF COMMUNITY REHABILITATION (CDR) 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.



PERSONS

SERVICES CORP.

*SUBMITTED IN RESPONSE TO
RFP #: DOC1539254856*

**RESIDENTIAL DEMOLITION,
RECONSTRUCTION, REHABILITATION,
AND MANUFACTURED HOUSING UNIT
REPLACEMENT FOR HURICANE HELENE
IMPACTED COUNTIES**

PROPOSED BY:
PERSONS SERVICES CORP.
4474 Halls Mill Road
Mobile, AL 36693

POINT OF CONTACT:
JIMMY BENSON
jbenson@personsservices.com
(251) 660-0132 x130

*****REDACTED COPY*****

Cover Letter

May 8, 2025

North Carolina Department of Commerce
Division of Community Revitalization
Angie Dunaway
DCR Procurement Director
angela.dunaway@commerce.nc.gov
919-526-8340

REQUEST FOR PROPOSAL #: Doc1539254856 - Residential Demolition, Reconstruction, Rehabilitation, and Manufactured Housing Unit Replacement for Hurricane Helene impacted Counties - **REDACTED COPY**

Dear Ms. Dunaway:

Persons Services Corp is pleased to submit our proposal in response to the North Carolina Department of Commerce's Request for Proposal #Doc1539254856 for Residential Demolition, Reconstruction, Rehabilitation, and Manufactured Housing Unit Replacement for Hurricane Helene impacted Counties.

Our company brings 47 years of experience in residential construction with 8 years of specialized experience in Community Development Block Grant-Disaster Recovery (CDBG-DR) housing projects across multiple states and the Virgin Islands. We have successfully completed over 750 homes under similar CDBG-DR programs, with a proven track record of meeting timelines, maintaining quality, and providing exceptional service to program applicants.

Having carefully reviewed the RFP requirements; we are fully prepared to provide the following services:

- Reconstruction, Rehabilitation, and MHU Replacement
- Project management and construction oversight
- Timely completion of all assigned projects
- Quality control and warranty services
- Comprehensive applicant communication
- Full compliance with all federal and state requirements

Persons Services Corp is committed to supporting North Carolina's recovery efforts by delivering high-quality, cost-effective construction services to homeowners affected by Hurricane Helene. We understand the urgency of this work and the impact it has on families trying to rebuild their lives. We are prepared to mobilize within 45 days of award and have established plans to scale our operations across all impacted counties.

Our proposal outlines our qualifications, experience, methodologies, and commitment to this important work. We are confident that our approach aligns with the State's recovery goals and will help maximize the impact of the available CDBG-DR funding.

Persons Services Corp.



We certify that the information contained in this proposal is accurate and complete. We acknowledge all terms and conditions specified in the RFP and are prepared to enter into a contract to perform the services described therein.

Thank you for your consideration of our proposal. We look forward to the opportunity to support North Carolina's hurricane recovery efforts.

Sincerely,



Jimmy Benson
Vice President
Persons Services Corp
jbenson@personsservices.com
251-349-0647

Enclosures: Proposal Response to RFP #Doc1539254856

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Volume I: Experience, Qualifications, and References

Section 1. Company Narrative

1.1 Our Qualifications, Key Strengths & Competitive Advantages

Persons Services Corp. (PSC) is uniquely qualified to provide the residential construction services required by the Division of Community Revitalization for Hurricane Helene impacted counties. *With over 47 years of experience in residential construction and 8 years of specialized experience in CDBG-DR funded recovery projects*, our company has consistently delivered high-quality, timely construction services in disaster-affected communities.

Our company's key strengths include:

- ☑ **CDBG-DR Experience:** We have successfully managed the rehabilitation, reconstruction, and MHU replacement of over 750 homes through various CDBG-DR programs across the southeastern United States and Virgin Islands.
- ☑ **Local Presence:** We have established relationships with qualified subcontractors throughout North Carolina, giving us detailed knowledge of local building codes, topography challenges, and architectural styles. Our current North Carolina licenses are:
 - General Contractor License #81072
 - Manufactured Home Dealer License #46914
 - Electrical Contractor License #37885
- ☑ **Scalable Operations:** Our project management structure allows us to effectively scale operations to meet the demands of multiple concurrent projects. In one of our most recent CDBG-DR programs in South Carolina, we managed the simultaneous construction of 75 projects over a 10-county area. We currently have 39 active projects in the Virgin Islands across all 3 territories: St Croix, St Thomas, and St John.
- ☑ **Comprehensive Services:** We are equipped to handle all aspects of residential recovery, including demolition, reconstruction, rehabilitation, and MHU replacement, with specialized expertise in addressing the unique challenges of building in mountainous terrain. All of PSC's projects have been building code compliant, IRC or HUD, green building compliant, as well as meeting all local building requirements applicable to the jurisdiction.
- ☑ **Hazardous Abatements:** PSC has successfully completed over 200 residential abatement projects for lead-based paint and asbestos.
- ☑ **Strong Compliance Record:** Our established protocols for documentation, reporting, Davis-Bacon, and Section 3 compliance have been recognized by previous CDBG-DR program administrators as exemplary.

Based on PSC's past experience with disaster recovery construction projects, we have the demonstrated ability to meet the required project completion timelines specified in the RFP.



Ability to Complete Projects in the Proposed Timeline

For residential reconstruction projects, we've consistently completed similar work within 120-140 days, well within the 150-day requirement. Our success relies on detailed pre-construction planning, efficient scheduling of subcontractors, and proactive materials procurement to avoid delays.

For MHU replacement projects, our team has a proven track record of completing installations within 45-55 days,

Persons Services Corp.

comfortably under the 60-day requirement. We maintain strong relationships with multiple MHU suppliers and have developed streamlined processes for site preparation, delivery coordination, and utility connections.

Our demolition projects are typically completed within 20-25 days, faster than the 30-day requirement, due to our thorough pre-demolition assessments and efficient debris management protocols.

For rehabilitation projects, we've consistently met or exceeded timeline requirements across all scopes:

- <\$50,000 projects completed in 20-25 days
- \$50,000-\$100,000 projects completed in 45-55 days
- \$100,000-\$150,000 projects completed in 75-85 days
- \$150,000 projects completed in 100-110 days

Our ability to meet these timelines is supported by:

- ☑ A dedicated project management team with extensive CDBG-DR experience
- ☑ Established relationships with local subcontractors in North Carolina
- ☑ A comprehensive quality control program that minimizes rework
- ☑ A robust scheduling system that identifies critical path activities
- ☑ Proactive identification and resolution of potential delays

We understand that these timelines exclude pre-construction activities like engineering, and we have systems in place to efficiently manage those phases while preparing for construction in parallel.

Office Location and Staffing Plan

We commit to establishing and maintaining office space within the Western North Carolina Hurricane Helene impacted area for the duration of the project. While PSC does not currently have an existing office in the region, we have identified Asheville as our primary office location due to its central position relative to the 39 affected western counties. This location will provide our team with strategic access to the surrounding impacted communities. We have already researched available commercial spaces and can secure appropriate facilities within 30 days of award notification.

As project assignments increase and geographic distribution requires, we will establish satellite offices in strategic locations to ensure efficient project management and client service. Potential satellite office locations may include:

- **Boone** (serving northern affected region)
- **Hendersonville** (serving southern affected region)
- **Murphy** (serving western affected region)
- **Southern Pines** (serving eastern affected region)



At a minimum, each office will be staffed with a Project Manager, Project Coordinator, and Field Superintendents. Our staffing plan is scalable based on workload volume, with the ability to quickly deploy additional personnel as needed. We maintain a staff of qualified construction professionals throughout the southeast region who can be rapidly mobilized to support project needs.

Please refer to *Volume 2: Technical Approach & Methodology, Section 3: Scaling Construction Services* for a more thorough description of PSC's proposed staffing plan.

Similar Size and Nature Experience

In addition to CDBG-DR programs in NC, SC, FL, AL, USVI, PSC has additional commercial mitigation and restoration experience following Hurricane Sally on NAS Pensacola in 2021 as well

as single-family mitigation and restoration following Hurricane Ian in 2022. PSC has also completed work on historic properties in AL, FL, LA, MS, NC, SC, TX. We have successfully worked with SHPOs and are committed to the preservation of historic homes. In 2022 and 2023, PSC completed \$2.5 million of interior and exterior repairs to three buildings in the Pensacola Naval Air Station National Historic Landmark District that were damaged by Hurricane Sally. PSC recently completed \$1.19M in renovation and repairs to the Historic Nyberg-Swanson House in Dania Beach, FL.

Subcontracting: We are committed to hiring locally whenever possible and will prioritize recruiting from the affected communities to support economic recovery while leveraging local knowledge and expertise.

With our past experience in North Carolina, PSC is ideally positioned to help DCR effectively serve Hurricane affected residents through the Program.

Financial Resources and Capacity

PSC is financially solvent and well-positioned to undertake the significant responsibilities of the Hurricane Helene recovery contracts. Our strong financial foundation provides the stability and resources necessary to perform and complete all work to the highest standards while ensuring all required warranties are fully backed.

Financial Strength

Our company maintains excellent financial health as evidenced by:

- **\$150 million in bonding capacity** with an A-rated surety company, demonstrating our financial strength and the confidence our financial partners place in our operational capabilities
- **\$13 million credit line** with 90% available capacity, providing immediate access to capital for project mobilization, materials procurement, and operational needs
- Consistent profitability over the past 10 years with year-over-year growth
- No outstanding debt obligations that would impair our ability to perform on this contract
- Clean financial reviewed reports for the past five years

Capitalization and Liquidity

Our robust capitalization ensures we can:

- Mobilize quickly on multiple projects simultaneously
- Purchase materials and supplies in advance to avoid supply chain disruptions
- Meet payroll and subcontractor payment obligations without delay
- Maintain sufficient cash reserves to manage project contingencies
- Support warranty obligations for the full required period

Financial Management

Our financial management practices include:

- Dedicated accounting staff with disaster recovery program experience
- Sophisticated project accounting systems that track costs at the individual project level
- Regular financial reviews by executive leadership
- Conservative cash management policies
- Established relationships with multiple financial institutions

Our financial strength ensures we can support all project and 2-year warranty requirements without interruption for the full duration of the contract. Evidence of PSC's financial strength can be found in *Appendix C: Financial Statements*.

Section 2. Company Profile

2.1 Company Ownership Structure

Persons Services Corp. (PSC) is a Domestic Corporation incorporated in the State of Alabama. PSC is bidding this project as a corporation and will perform all work as the prime contractor with competitively procured subcontractors as needed.

2.2 Year Founded

In 1978 Paul F. Persons founded Persons Plumbing Co., in Mobile AL operating as a specialty plumbing company serving the Gulf Coast region. Paul Sr.'s eldest son, Buddy Persons was formally brought on as a partner in 2004 and took the reigns as CEO in 2006. Leveraging a reputation for quality and competitively priced work, the company rapidly grew into a full-service general contractor serving the commercial, institutional, residential, and government construction markets. In 2019 the company was incorporated as Persons Services Corp. (PSC).

2.3 Office Locations

- Headquarters: 4474 Halls Mill Road, Mobile, AL 36693
- Satellite Offices:
 - *Florida:* 1835 S. Perimeter Road, Ft. Lauderdale, FL 33309
 - *Texas:* 6435 Storey Drive, Humble, TX 77396
 - *U.S. Virgin Islands:* 3009 Estate Orange Grove Ste. 16, Christiansted, VI 00820

As stated previously, PSC commits to establishing additional field offices in the Western NC disaster areas as needed to support the CDBG-DR program operations.

2.4 Number of Employees

Persons Services Corp. has more than 300 full-time employees:

- | | |
|---|---|
| • <u>Corporate Management:</u> 12 | • <u>Construction Superintendents:</u> 81 |
| • <u>Project Managers:</u> 36 | • <u>Estimators/Quality Control Specialists:</u> 16 |
| • <u>Administrative/Compliance Staff:</u> 23 | • <u>Foreman/Field Technicians:</u> 130 |
| • <u>Customer Service Representatives:</u> 19 | |

2.5 Point of Contact

- Name/Title: Jimmy Benson, Vice President of Disaster Group
- Email: jbenenson@personsservices.com
- Phone: 251-349-0647

2.6 Previous Contracts with the State of North Carolina

- State of North Carolina Sheltering and Temporary Essential Power (STEP) Program
 - Agency: North Carolina Division of Emergency Management
 - Year Executed: 2018
- Rebuild North Carolina Program
 - Agency: North Carolina Office of Recovery & Resiliency
 - Year Executed: 2019
- Rebuild North Carolina Program
 - Agency: North Carolina Office of Recovery & Resiliency
 - Year Executed: 2023

2.7 Previous CDBG-funded Residential Construction Contracts

Persons Services Corp. has performed rehabilitation, replacement, and reconstruction work scopes as a prime contractor under CDBG-funded Residential Construction Contracts continuously since 2018. A table of these contracts, including key delivery numbers, is located below:

Contract Year	CDBG-DR Funded Project	Award Type	# Homes Completed	Avg. days in program	Avg. days warranty resolution
2019-Current	FL Commerce: Irma Housing Repair & Rehabilitation Projects	Reconstruction	0	N/A**	N/A**
		Rehabilitation	218	262	N/A*
		MHU Replacement	0	N/A**	N/A**
2020-2023	FL Commerce: Michael Housing Repair & Rehabilitation Projects	Reconstruction	14	246	4
		Rehabilitation	11	182	10
		MHU Replacement	59	204	7
2021-2024	South Carolina SCDRO Hurricane Florence	Reconstruction	63	213	15
		Rehabilitation	26	172	15
		MHU Replacement	58	120	15
2018-2021	Rebuild North Carolina Hurricane Matthew Program	Reconstruction	62	N/A*	N/A*
		Rehabilitation	27	N/A*	N/A*
		MHU Replacement	71	N/A*	N/A*
2022-Current	VIHFA/VIODR: EnVIsion 200	Reconstruction	4	234	N/A*
		Rehabilitation	39	284	12
		MHU Replacement	N/A**	N/A**	N/A**
2023-Current	ADECA Hurricane Sally and Hurricane Zeta Housing Program	Reconstruction	36	172	8
		Rehabilitation	1	35	TBD
		MHU Replacement	11	90	7

N/A*: These metrics were not tracked and are not available.

N/A**: PSC has not yet been awarded this project type for this contract.

TBD: To date, there have been no warranty claims for these projects.

The variance of the above data is due to a few factors, one of which is the **differing completion requirements across programs**. Extenuating factors, including COVID, Change Orders, and assignments being moved to other contractors due to changes in scope, previously increased our average number of days spent in pre-construction and construction.

Persons Services Corp. implemented a corrective plan to address these delays which includes the following key changes:

- ✓ Key Personnel replacements
- ✓ New Project Controls Position
- ✓ Redesigned Management Information System
- ✓ Weekly Status Meetings with Senior Management
- ✓ KPI Tracking



Our current ADECA Hurricane Sally and Zeta Housing Program has a first time passed program inspection rate of 35/36 reconstructions, 1/1 rehabilitations, and 10/11 MHU replacements.

Section 3. Key Staffing Profile

3.1 Organization Chart

Persons Services Corp. offers the North Carolina Division of Community Revitalization a project team comprised of qualified and CDBG-experienced people. As demonstrated in our past performance and references, our team is equipped with a proven and collaborative approach to delivering residential rehabilitation, reconstruction, and MHU projects.

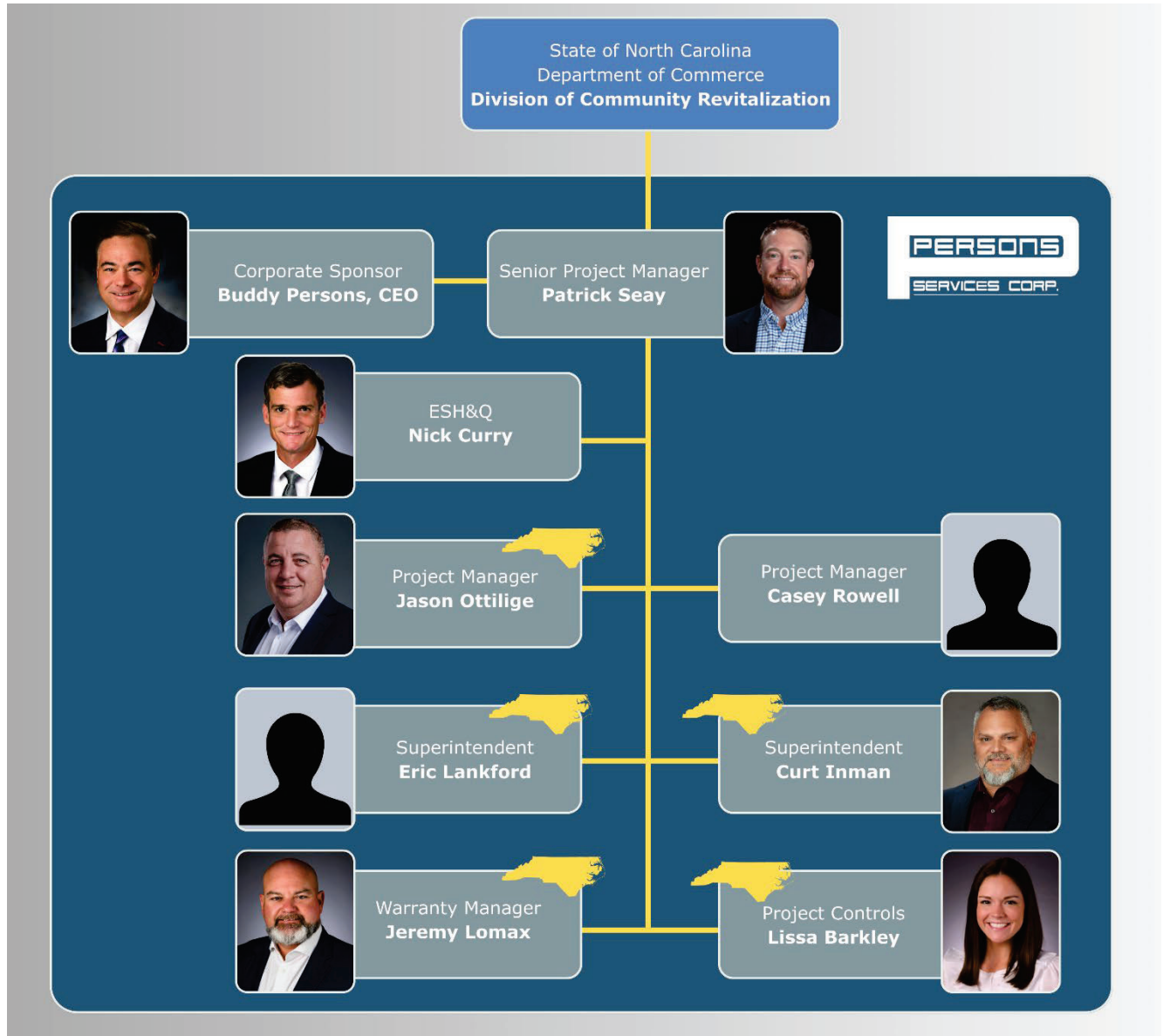


Figure 3.1. Senior PM Patrick Seay is the single point of accountability to DCR throughout the 39-Counties

PSC's flat, responsive, and accountable organization structure depicts the relationships and lines of authority and accountability that promote the 360-degree communications essential to safe and efficient execution of the work scope.

Daily communication between the Sr. Project Manager, Project Managers, and Corporate Sponsor will ensure access to all PSC resources (equipment, personnel, processes, and capital) required to complete the CDBG work scope safely, on time, and within budget.

3.2 Roles and Responsibilities

Roles and Responsibilities of PSC Team Members		
Position	In NC	Roles & Responsibilities
Senior Project Manager		- Oversight of project planning, execution, control, and reporting - Principal point of contact with State of North Carolina - QC oversight and approval of Estimated Cost of Repair - QC oversight of Internal Platform Information - Strategic planning and resource management - Monitor and support project construction progress with project managers - Report program progress to program manager - Maintain AR/AP approvals and tracking - Oversees warranty management process
Corporate Sponsor		Provide the PSC resources and support needed to complete projects safely, on time, and within budget
Environment Safety Health & Quality Manager		- Develop and implement safety programs - Conduct site inspections and risk assessments - Ensure compliance with safety regulations and standards - Provide training and education on safety practices and equipment - Investigate incidents and accidents to determine causes - Collaborate with subcontractors to promote a safety-first culture
Project Manager		- Champion project safety - Project planning, execution, control, and reporting - QC and Submit Estimated Cost Repair - QC Internal Platform Information - Coordinate bonding and insurance - Coordinate purchase and task orders - Request NTC - Monitor and support project construction progress with superintendents - Report program progress to program - Maintain AR/AP approvals and tracking - Oversee all warranty claims to resolution
Project Coordinator		- Organize and schedule appointments and meetings - Plan meetings and take detailed minutes - Coordinate homeowner relocation and storage requirements - Assist in the preparation of regularly scheduled reports - Maintenance of project files (hard copy and electronic) - Prepare, present, maintain homeowner documents - Prepare project photo report - Schedule and conduct pre-construction meeting/contract signing - Communicate with homeowners - Support Superintendents and Project Manager

Roles and Responsibilities of PSC Team Members		
Position	In NC	Roles & Responsibilities
Superintendent		- Communicates directly with program applicants regarding construction activities - Lead and manage on-site construction teams - Coordinate and oversee all work on site - Review and follow the schedule and budget - Ensure quality standards and safety measures are met - Prepare reports and keeping track of finance - Purchase necessary materials and equipment - Conduct site assessments - Identify site-specific conditions - Photo document site and construction activities - Schedule and coordinate trade partners and suppliers - Coordinate inspections with AHJ
Warranty Manager		- Responsible for timely completion of warranty claims - Identify technical problems - Analyze warranty claims - Reporting to senior management - Establish and implement warranty-related policies and procedures - Communicates directly with applicants regarding warranty repairs - Reports evidence of completed warranty repairs

The Project Manager, Superintendent, Project Coordinator and Warranty Manager will reside within the 39-County area to ensure proper supervision of work sites and availability to attend project meetings. *Please refer to Appendix A for copies of Key Personnel Resumes.*

3.3 Brief Key Personnel Bios

- Senior Project Manager – Patrick Seay** is a graduate of Auburn University with a degree in Engineering and over 17 years of experience in residential and industrial project management. Mr. Seay takes an organized and structured approach to work, anticipating potential complications, and providing answers before being asked. He has CDBG-DR project management experience in Florida, Alabama, and North Carolina programs. Mr. Seay has been instrumental in redesigning and implementing PSC's Management Information System for CDBG-DR work and is adept at all phases of CDBG-DR projects: cost estimate, pre-construction, construction, closeout, and warranty.
- Project Manager – Jason Otilige** is a seasoned Project Manager with over 18 years of experience in disaster recovery construction, including large-scale restoration and emergency response projects. He has led multimillion-dollar hurricane recovery efforts and PSC's CDBG-DR Florida program, managing crews, budgets, scheduling, and client relations. His expertise spans debris removal, safety compliance, and operational logistics, supported by extensive certifications in emergency and stormwater management.
- Project Manager – Casey Rowell** is a dedicated Project Manager with over 3 years of experience leading recovery operations and managing CDBG-funded residential rehabilitation projects. Skilled in scheduling, regulatory compliance, and multi-agency coordination, Casey effectively oversees disaster recovery efforts from planning through

execution, ensuring timely, high-quality outcomes across complex and high-pressure environments.

- **Superintendent – Eric Lankford** is a seasoned Residential Construction Superintendent with over 25 years of experience managing large-scale homebuilding operations. At PSC, he has overseen jobsite operations for the HRAP Alabama CDBG-DR program, enforcing company and program standards. Known for resolving design issues in the field, maintaining budget discipline, and ensuring customer satisfaction, Eric consistently delivers high-quality results under pressure.
- **Superintendent – Curt Inman** is a graduate of Mississippi State University with a degree in Business Administration and over 18 years of experience in the construction industry. Mr. Inman led multiple residential and industrial rebuild projects for PSC in the aftermath of Hurricane Ian, including the rehabilitation and reconstruction of 21 residential homes in Lee County, FL. He has CDBG-DR project experience in South Carolina, Texas, North Carolina, Puerto Rico, Louisiana, and Florida programs.
- **Warranty Manager – Jeremy Lomax** is a seasoned Warranty Manager with over a decade of construction industry experience, specializing in client relationship management during the post-construction warranty process. He excels in coordinating subcontractors, resolving warranty claims efficiently, and maintaining clear, consistent communication with homeowners and owners. His background in disaster recovery programs and residential construction strengthens his ability to manage expectations, ensure timely issue resolution, and uphold high standards of customer satisfaction.
- **Project Controls – Lissa Barkley** is a detail-oriented Project Coordinator with a strong background in residential construction and telecommunications. She has experience managing permits, subcontractor documentation, and client communications, while also supporting project close-out processes. Proficient in Procore, Microsoft Office, and CRM tools, she brings valuable skills in customer service, project coordination, and quality assurance to every role she undertakes.

Section 4. References

Please find on the following pages completed form Attachment H: Experience, Qualifications, References.

(The remainder of this page left intentionally blank.)

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
Program:	Home Recovery Alabama Program - Hurricane Sally and Hurricane Zeta Housing Program
Client Point of Contact:	Jenna Abbey - Senior Program Manager, Government Services
POC Contact Information (email and phone):	jenna.abbey@horne.com 850-982-9713
Total Number of Homes Completed:	48 Total = 36 Reconstruction + 11 Replacements + 1 Rehabilitation
Brief Description of Services Rendered:	Performance of all services related to reconstruction, replacement, and rehabilitation for all assigned program assisted homes across 9 counties in South and Southwestern Alabama, for single family residences affected by Hurricane Sally and Hurricane Zeta.

Example 2: CDBG-DR Housing Engagements Delivered	
Client Name:	Virgin Islands Housing Finance Authority
Program:	EnVision Tomorrow Program
Client Point of Contact:	Gregory Miller - Sr. Program Manager
POC Contact Information (email and phone):	gmilleriii@usvipfa.com 340-227-3501
Total Number of Homes Completed:	30 Total = 4 Reconstruction + 26 Rehabilitation
Brief Description of Services Rendered:	Provide and perform residential construction repair, and/or reconstruction services for single-family residential structures for VIHFA in St. Croix, St. Thomas and St. John territories. PSC provides the planning, scheduling, organization and carrying out all phases of construction necessary to complete repairs for all assignments, per all program and AHJ requirements.

Example 3: CDBG-DR Housing Engagements Delivered	
Client Name:	Horne LLP
Program:	State of South Carolina - Disaster Recovery Office (SCDRO) - Hurricane Florence Residential Housing Repairs
Client Point of Contact:	James Blume - Manager, Government Services
POC Contact Information (email and phone):	james.blume@horne.com 252-563-2765
Total Number of Homes Completed:	147 Total = 63 Reconstruction + 58 Replacement + 26 Rehabilitation
Brief Description of Services Rendered:	Residential Housing reconstruction, repairs/rehabs, replacement of mobile home units, and modular homes following Hurricane Florence.

Section 5. Litigation History

Persons Services Corp. has only 1 civil complaint: File 24-CVS, North Carolina County of Bertie, Euveta Watford-Llyod vs. Persons Services Corp and the North Carolina Office of Recovery and Resiliency – Alleged warranty items not covered by the program. This matter is still under investigation and has not yet been resolved.

Section 6. Conflicts

Persons Services Corp. has no conflicts of interest to disclose.

Section 7. Annual Report

Persons Services Corp. is a privately held company. PSC has seen tremendous growth over the last three years. By performing diversified construction work across four divisions, the company has successfully increased margins without sacrificing quality. With that growth, the company has continued to look to the future by investing in top talent, increasing the physical footprint, and acquiring new equipment. A copy of PSC's confidential financial documents for proof of financial solvency are in Appendix C.

Section 8. Safety Information

Persons Services Corp. has received Safety Excellence awards through AGC every year for the past 10 years and has a current EMR of .70. ***PSC has never had a safety incident on any of our CDBG-DR program projects.*** Our safety program is managed by Nick Curry, Director of Safety and Quality Control. PSC's comprehensive safety manual prescribes requirements for meeting and exceeding all OSHA requirements including training, site specific job safety analyses (JSAs), administrative and engineered safety controls, proper use of personal protective equipment (PPE), incident response, first aid, and reporting. See attached workers' compensation experience modification rate, issued on PSC's insurance carrier's letterhead and signed by the carrier.

Section 9. Quality Control Program

Quality not only ensures a happy applicant and passed inspections but also reduces our warranty costs. PSC's quality control program is managed by Nick Curry, Director of Safety and Quality Control. PSC's QC program integrates lean construction methodology to enhance efficiency and minimize nonconformance. The PSC quality manual describes our corporate quality management system (QMS) for identifying, monitoring, and correcting potential defects or deviations in products or services. This system ensures finished work meets the established quality standards and customer requirements and involves regular inspections, testing, and monitoring of various production stages.



May 5, 2025

Persons Services Corp.
4474 Halls Mill Road
Mobile, AL 36693

RE:
All States W/USL&H
Zurich American Insurance Company- WC0331313700
7/19/2024 to 7/19/2025

Carolina Casualty Insurance Company – BIN967692428
01/01/2024 to 07/19/2024

Carolina Casualty Insurance Company – KRWC276906
01/01/2023 to 01/01/2024

Midwest Employers Casualty Company – MEWC276905
01/01/2022 to 01/01/2023

Midwest Employers Casualty Company – MEWC276903
01/01/2021 to 01/01/2022

Please accept this letter as confirmation of your Workers' Compensation Experience Modifier:

Effective:	07/19/2024	0.70
Effective:	01/01/2024	0.70
Effective:	01/01/2023	0.82
Effective:	01/01/2022	0.69
Effective	01/01/2021	0.67

If you should have any questions, feel free to contact me.

Thank you for your business!

Sincerely,
Katie H. Gilmore
Sr. Commercial Lines Account Manager
Kgilmore@higginbotham.net

Section 10. Cost Control Program

PSC has a comprehensive cost control program, including providing value engineering options, covering the project lifecycle from procurement through construction and commissioning to turnover. We prequalify all subcontractors and suppliers and then competitively bid all work packages and material/supply requisitions to ensure an appropriate balance between quality and cost. We resource and cost load all project schedules, monitor progress in the field daily, update schedules weekly, and closely control cost and schedule baselines using earned value management techniques to avoid delays and attendant increases in hotel loads on project costs.

Section 11. Warranty Program

The warranty program will be managed by PSC key personnel Jeremy Lomax. Warranties will be logged immediately upon receipt and the applicant will be contacted within 24 hours to discuss and determine the proper path forward. Work will then be scheduled and completed within 5 days of notification. Communication, appointments, and outcomes will be logged in the program system of record along with appropriate written and photo documentation. Additionally, a warranty document will be provided to the program as well as all product and material warranties from manufacturers as part of the closeout process.

Section 12. Reconstruction Plan Sets

Persons Services Corp. provided plans and specifications in our proposals for:

- Home Recovery Alabama Program
- ReBuild Florida Hurricane Michael Program
- ReBuild Florida Hurricane Ian Program

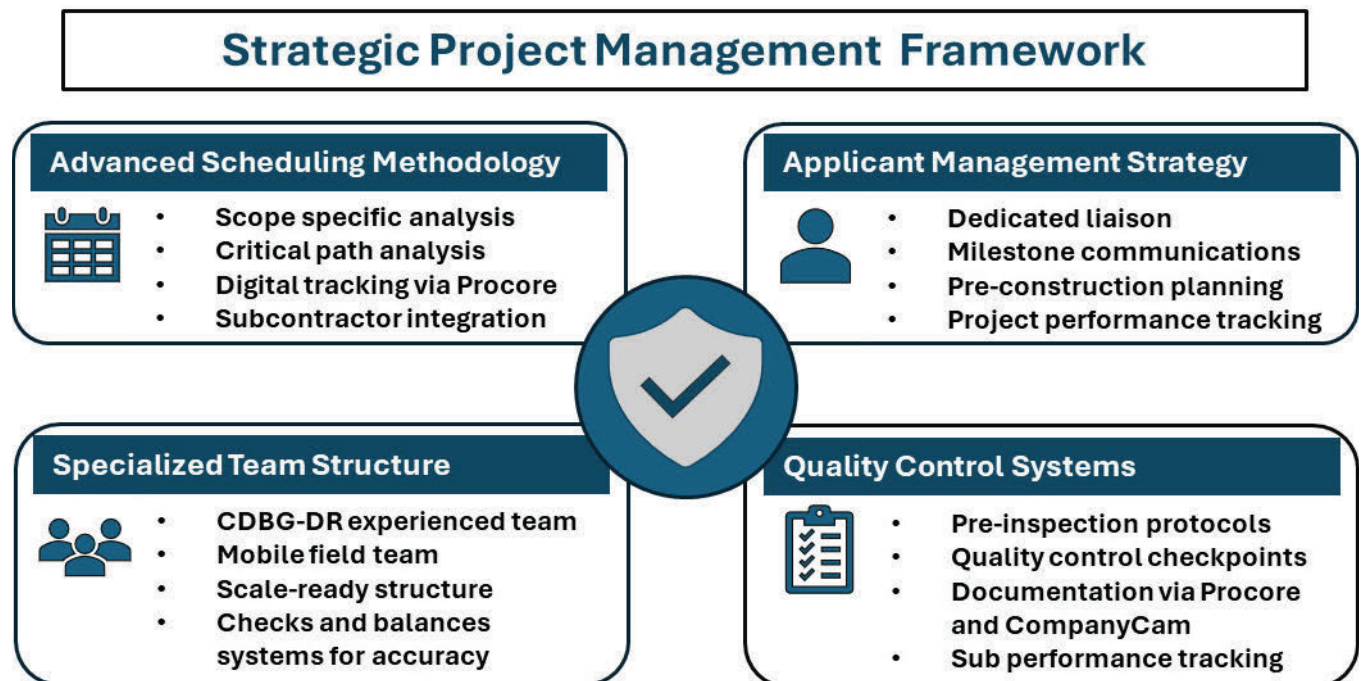


Volume 2: Technical Approach & Methodology

Section 1. Ensure Quality and Timely Construction

1.2 Quality and Timely Construction Delivery

Persons Services Corp. has developed a comprehensive technical approach to ensure quality and timely construction based on extensive experience across diverse CDBG-DR programs. Our methodology is built on proven processes refined through disaster recovery projects across the U.S. Southeast and Caribbean. We define success as returning applicants to safe, quality homes efficiently while maintaining the highest standards of construction excellence.



1.3 Strategic Project Management Framework

Our technical approach integrates four key components:

1. Advanced Scheduling Methodology

We employ a sophisticated scheduling system tailored specifically for disaster recovery construction:

- **Scope-Specific Analysis:** Each project undergoes detailed evaluation to develop resource-loaded schedules calibrated to the specific requirements of reconstruction, rehabilitation, MHU replacement, or demolition projects
- **Critical Path Definition:** We identify and manage critical path activities with precision, enabling proactive resource allocation
- **Two-Week Look-Ahead Process:** Our superintendents maintain detailed two-week projections that cascade from master schedules, ensuring short-term execution aligns with overall project timelines
- **Digital Tracking:** We utilize Procore, an industry benchmark construction management software, to track progress in real-time, allowing immediate identification of schedule variances

- **Subcontractor Integration:** Our scheduling platform directly interfaces with subcontractors, creating accountability through shared milestone tracking and automated alerts

2. Quality Control Systems

Our zero-defect approach is structured to eliminate inspection failures and rework:

- **Pre-Inspection Protocols:** Superintendents conduct formal pre-inspections against detailed checklists mapped to AHJ and program requirements before official inspections
- **Quality Control Checkpoints:** Projects include an extensive mandatory quality verification at foundation, rough-in, insulation, and finishing stages
- **Digital Documentation:** Field teams utilize CompanyCam and Procore to document compliance visually at each construction stage
- **Subcontractor Performance Metrics:** We track and incentivize first-time inspection passes through our subcontractor performance program
- **Independent QC Reviews:** Senior staff conduct regular site evaluations to verify compliance with program standards

Through this integrated approach, Persons Services Corp. consistently delivers projects that meet or exceed timeline requirements while maintaining the highest standards of construction quality and applicant satisfaction in disaster recovery programs.

3. Applicant Management Strategy

We maintain exceptional applicant satisfaction through a structured communication approach:

- **Dedicated Applicant Liaison:** Each project assigns a dedicated contact for consistent applicant communication
- **Milestone Communications:** Automated notifications keep applicants informed of project progress
- **Pre-Construction Conferences:** Structured meetings establish expectations and timeline understanding
- **Post-Completion Survey Process:** We gather feedback to continuously refine our applicant experience

4. Specialized Team Structure

Our staffing model is strategically designed for CDBG-DR construction efficiency:

- **Project Managers:** Oversee multiple projects with expertise in regulatory compliance and documentation
- **Field Superintendents:** Maintain direct accountability for schedule adherence and quality standards
- **Warranty Specialists:** Proactively address post-completion issues while supporting quality improvement
- **Compliance Officers:** Ensure adherence to all program requirements, including Section 3 and Davis-Bacon
- **Dedicated Estimators:** Xactimate Certified Professionals develop accurate scopes and respond quickly to change order requirements

Persons Services Corp.

Section 2. Managing Applicant Services

2.1 Comprehensive Applicant-Centered Approach

At PSC, we implement a holistic applicant service management approach that prioritizes clear communication, dignified transitions, and responsive warranty support throughout the disaster recovery process. Our methodology recognizes that effective applicant service is fundamental to program success and directly impacts construction efficiency.

2.2 Structured Communication Framework

Our communication strategy employs a Single Point of Contact (SPOC) model where dedicated project controls personnel serve as the primary liaison between applicants and all project stakeholders:

- **Consistent Information Flow:** Weekly standardized progress updates delivered through the applicant's preferred communication channel (email, phone, text, or portal)
- **Milestone Notifications:** Automated alerts for critical project events including inspection schedules, major deliveries, and completion timelines
- **Documentation Management:** Digital portal access for applicants to review and sign required documents remotely, if needed
- **Expectation Setting:** Initial consultation to clearly outline program timelines, responsibilities, and potential challenges
- **Multilingual Support:** Communication services available in Spanish and other languages as needed for diverse communities

2.3 Temporary Relocation Management

We employ a compassionate and efficient approach to temporary housing coordination:

- **Pre-Move Planning:** Detailed consultation with applicants 30 days before required relocation to assess needs and preferences
- **Storage Solutions:** Secure storage facilities for applicants' belongings
- **Return Coordination:** Structured move-back process including final cleaning, utility reconnection, and systematic orientation to completed home features

2.4 Comprehensive Warranty Program

Our warranty management system provides peace of mind through proactive issue prevention and rapid response:

- **Dedicated Warranty Manager:** Key personnel Jeremy Lomax will be dedicated to managing warranties for the program. He has the support of 2 additional warranty coordinators to assist him.
- **24-Hour Response Protocol:** Acknowledgment of all warranty requests within 24 hours and emergency issues addressed immediately
- **Scheduled Resolution:** Clear timeline provided for all warranty repairs with flexible scheduling to accommodate applicant availability
- **Root Cause Analysis:** Systematic evaluation of warranty claims to identify potential patterns and implement preventive measures
- **Extended Support:** Comprehensive documentation provided to applicants explaining manufacturer warranties beyond our direct coverage

- **Quality Verification:** Post-repair satisfaction confirmation through follow-up communication

Through this integrated approach to applicant service, PSC creates an experience that reduces stress, builds trust, and transforms disaster recovery from a challenging process into one that generates genuine appreciation and program advocacy among the affected communities.

Section 3. Scaling Construction Services

3.1 Geographic Strategy for Hurricane Helene Recovery

PSC has developed a comprehensive approach to efficiently scale construction services across the 39 affected counties in Western North Carolina. Our methodology combines strategic resource deployment, regional clustering, and adaptive staffing to ensure consistent quality delivery regardless of project location or volume.

3.2 Regional Hub-and-Spoke Model

We will implement a hub-and-spoke operational structure designed specifically for the mountainous terrain and dispersed communities of Western North Carolina:

- **Central Command Hub:** Our primary office in Asheville will serve as the administrative and management center, housing the Project Manager, Project Controls team, and support staff.
- **Regional Deployment Centers:** As workload increases, we will establish strategically located satellite offices in key geographic clusters (see Figure 3.2.1 on the following page):
 - **Northern Region (Boone)** - Serving Ashe, Watauga, Avery, Mitchell, and surrounding counties
 - **Southern Region (Hendersonville)** - Serving Henderson, Transylvania, Polk, Cleveland, and surrounding counties
 - **Western Region (Murphy)** - Serving Cherokee, Clay, Graham, Macon and surrounding counties
 - **Eastern Region (Southern Pines)** - Moore, Richmond, Stanly, Scotland and surrounding counties

3.3 Dynamic Resource Allocation System

Our proprietary resource management system enables precise allocation of personnel and equipment based on:

- **Geographical Density Analysis:** AI-assisted mapping of project clusters to minimize travel time between sites
- **Workload Forecasting:** Forward-looking capacity planning using project pipeline data to anticipate staffing needs
- **Multi-Project Optimization:** Intelligent grouping of projects to maximize superintendent efficiency within the 8:1 ratio guideline

3.4 Scalable Workforce Strategy

Persons Services Corp. maintains workforce flexibility through a tiered staffing approach:

- **Core Team Expansion:** Predetermined triggers based on project volume automatically initiate recruitment and deployment of additional project teams

- **Local Talent Integration:** Partnerships with regional workforce development organizations and community colleges to identify qualified local construction professionals
- **Cross-Training Program:** All field personnel are trained across multiple project types to enable flexible deployment based on regional needs
- **Digital Collaboration Tools:** Cloud-based project management platforms enabling remote collaboration between field and office personnel

3.5 Logistics Management

The PSC approach addresses the unique transportation and supply chain challenges of Western North Carolina:

- **Regional Material Staging:** Strategic material storage locations to minimize delivery delays to remote sites
- **Mobile Quality Control Teams:** Specialized QC inspectors who travel between project clusters to ensure consistency and adherence to program standards
- **Digital Field Reporting:** Real-time progress tracking through mobile applications eliminating the need for physical documentation transfer
- **Emergency Response Protocols:** Backup systems and contingency plans for weather events that might isolate certain areas

Through this comprehensive scaling approach, PSC ensures that every project receives the same high level of service and quality oversight regardless of location within the affected region. ***Our model allows for seamless expansion as project volume increases while maintaining personalized attention as we serve the effected applicants.***

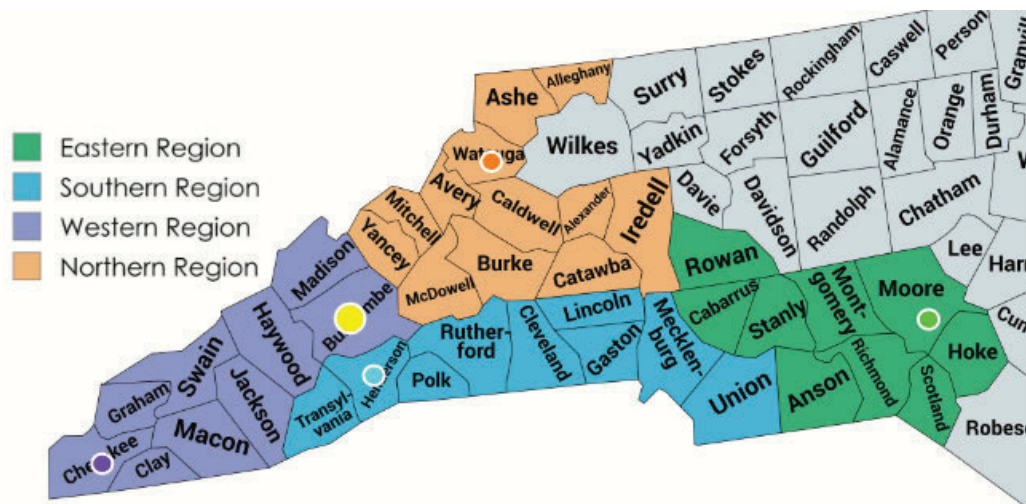


Figure 3.21 Regional Hub-and-Spoke Model: PSC is prepared to scale operations to local satellite offices as workload increases.

Section 4. Approach to Topography and Challenging Site Conditions

Our company has extensive experience managing construction in difficult terrain through previous CDBG-DR programs in mountainous and challenging areas. We employ a systematic approach that prioritizes safety, feasibility, and cost-effectiveness when addressing Western North Carolina's varied topography.

4.1 Site Assessment and Planning

- **Comprehensive Site Evaluations:** We conduct thorough pre-construction site assessments to identify slope conditions, soil stability, drainage patterns, and access limitations before finalizing construction plans.
- **Site-Specific Engineering:** For steep slopes, unstable soil conditions, or flood-prone areas, we engage specialized civil and geotechnical engineers to develop custom foundation and site stabilization solutions.

4.2 Environmental Protection and Erosion Control

- **Comprehensive Erosion Control Plans:** We implement site-specific erosion control measures that exceed minimum requirements to protect sensitive mountain environments.
- **Stormwater Management:** Our designs incorporate appropriate drainage solutions that manage runoff and prevent downstream impacts.
- **Minimal Disturbance Techniques:** When possible, we utilize construction methods that minimize site disturbance to preserve natural drainage patterns and vegetation.

Section 5. Subcontractor Acquisition and Retention

Our approach to subcontractor management centers on creating sustainable partnerships that benefit the entire Hurricane recovery effort while meeting HUB and Section 3 requirements. We recognize that the success of this recovery program depends heavily on our ability to build and maintain a reliable network of qualified trade partners throughout Western North Carolina.

5.1 Strategic Subcontractor Engagement

We implement a multi-faceted approach to building our subcontractor network:

- **Local Outreach Events:** We host targeted recruitment events in affected communities, including contractor cookouts and informational sessions, where our project team can meet qualified local subcontractors face-to-face.
- **Digital Recruitment Portal:** Our online subcontractor portal allows trades to express interest, submit qualifications, and receive updates about upcoming work opportunities.
- **Community Partnerships:** We collaborate with local technical schools, community colleges, and workforce development organizations to identify and develop emerging talent in the construction industry.

5.2 HUB and Section 3 Commitment

We prioritize engagement with historically underutilized businesses and local workforce development:

- **HUB Participation Program:** We actively exceed the 10% HUB utilization goal by implementing:
 - Targeted outreach to certified HUB firms in each affected county

- Contract structuring that creates appropriately sized opportunities for smaller HUB firms
- Technical assistance with certification, insurance, and compliance requirements
- **Section 3 Implementation Strategy:** We maximize economic opportunities for low-income residents by:
 - Establishing clear Section 3 hiring goals for each project
 - Providing on-the-job training opportunities that build transferable skills
 - Partnering with local workforce development boards to identify qualified candidates
 - Tracking and reporting all Section 3 metrics to ensure compliance and demonstrate impact

5.3 Subcontractor Retention Strategy

Our subcontractor retention program focuses on creating mutually beneficial relationships:

- **Transparent Communication:** We establish clear expectations regarding quality standards, schedules, and payment terms from the beginning, with project superintendents serving as dedicated points of contact.
- **Fair Payment Practices:** We implement 15-day payment cycles for subcontractors, reducing their financial burden and improving cash flow.
- **Performance Recognition:** Top-performing subcontractors receive priority on future assignments and are eligible for performance bonuses.
- **Capacity Building:** We offer technical assistance and training opportunities to help subcontractors improve their operations and expand their capabilities.



Subcontractor Management Approach



Strategic Subcontractor Engagement

Goal: Establish a strong, diverse, and qualified network

- **Local Outreach Events**
 - Cookouts and info session in affected communities
- **Digital recruitment Portal**
 - Online system for qualification submission and job alerts
- **HUB and Section 3**
 - Outreach to certified HUB firms and Section 3 individuals
 - Contracts sized to suit capacity
 - Guidance on certification, insurance, and compliance



Subcontractor Retention Strategy

Goal: Maintain a high-performing, long-term base of trade partners

- **Transparent Communication**
 - Clear expectations for quality, timelines, and payment
- **Fair Payment Practices**
 - 15-day cycle to ensure strong subcontractor cash flow
- **Performance Recognition**
 - Bonuses and priority status for top performers
- **Capacity Building**
 - Technical training to expand partner capabilities

By implementing these comprehensive strategies, we will build a resilient subcontractor network that not only meets the immediate recovery needs following Hurricane Helene but also contributes to long-term economic development in Western North Carolina through meaningful HUB and Section 3 participation.

Appendix A: Key Personnel Resumes

Please find attached resumes for the following Persons Services Corp. Key Personnel:

- *Senior Project Manager:* Patrick Seay
- *ESH&Q Manager:* Nick Curry
- *Project Manager:* Jason Ottilige
- *Project Manager:* Casey Rowell
- *Superintendent:* Eric Lankford
- *Superintendent:* Curt Inman
- *Warranty Manager:* Jeremy Lomax
- *Project Controls:* Lissa Barkley

**PERSONS**

SERVICES CORP.

PATRICK SEAY

SENIOR PROJECT MANAGER

Mr. Seay has over 17 years of experience in procurement and supply chain management for large industrial operations and custom home building. He has successfully worked multiple residential programs, and is currently operating reconstruction, replacement, and rehabilitation projects in nine municipalities across four Alabama counties.

KEY PROJECT EXPERIENCE

- **Home Recovery Alabama Hurricane Sally and Zeta CDBG-DR Project Manager:** Works daily with program management, project superintendents, and corporate management to budget, schedule, and complete assigned projects.

Maintaining a high level of organization and open communication internally and externally, works with program management to ensure program compliance, communicate project status, and sync the goals of program management to Persons Services Corp's Disaster Group.

- **Rebuild Florida Hurricane Michael CDBG-DR Project Manager:** Supported Persons Services completion of Hurricane Michael Housing Repair and Replacement program.

RELEVANT RESIDENTIAL EXPERIENCE

- **LIMITLESS HOMES – SPANISH FORT, AL (March 2021 – 2023) Purchasing and Estimating Manager:** Worked daily between positions from the Project Managers to Presidents of the company to problem solve and maximize the capacity of the company's resources. Reduced the company's project budget variance by 50% for two consecutive years.

Developed a system for maintaining all information relating to cost and worked proactively to predict final total project costs. Developed a KPI based reporting system in order to help align the company's profitability efforts.

EXPERTISE

- Task and time management
- Project tracking
- Cost Analysis
- Resource Maximization
- Process Development
- AR and Invoicing
- Purchase and Task Orders
- Platform Management

EDUCATION

- B.S., Industrial & Systems Engineering
Minor: Business

Auburn University (2006)
- Pre-Engineering Undergraduate Studies

Northwest Shoals Community College (2003)

KEY RESPONSIBILITY

Tracking the entire project relating to costs, trade partners, schedules and defined KPI reporting, and market and supply conditions as they evolve.

**PERSONS**

SERVICES CORP.

NICK CURRY

SAFETY & QUALITY DIRECTOR

Mr. Curry manages and implements all safety & quality policies and procedures. He served as a Platoon Sergeant in the United States Marine Corps and has vast experience in project management. Mr. Curry's solutions-oriented mindset enables him to effectively resolve complex problems and deliver operational excellence. He is based out of PSC's Mobile, AL headquarters.

PERSONS SERVICES CORPORATION

- **Safety and Quality Control Director**

Scope: Develops, implements, and enforces comprehensive safety policies, procedures and programs consistent with industry standards, regulatory requirements and best practices. Conducts comprehensive risk assessments. Ensures the safety and wellbeing of 250+ employees.

ADDITIONAL SAFETY AND QUALITY CONTROL EXPERIENCE

- **Rotolo Consultants, Inc.**

Senior Project Manager: Managed the construction of a 1 million gallon fresh and saltwater aquarium featuring 12 exhibits located on 6 acres on the Mississippi Gulf Coast.

- **Landis Construction Company**

Assistant Project Manager: Assisted in the management of the complete renovation to a historic Regional Transportation Authority building. The facility consisted of a general repair shop, heavy repair shop, and body shop with industrial paint booths, sheet metal, and machine shop. All shops were renovated with MEP upgrade, finishes, polyurethane concrete flooring system, and new building envelope.

- **Industrial Construction**

Safety Manager: New Construction within an active gas, oil, and fertilizer plant located in Coffeyville, KS of a blowout preventer, a hydrogen unit, and water treatment unit. This project included all civil/foundation work, structural steel, equipment, process piping, upgrades, polyurethane concrete flooring system, and new building envelope.

EXPERTISE

- HSE Management
- Risk Assessment
- OSHA Compliance
- Incident Investigation
- Safety Management System Development
- Hazard Identification
- Trend Analysis
- Policy Orientation
- Commercial Aquatics

EDUCATION

- B.S., Construction Management

Utah Valley University

CERTIFICATIONS

- OSHA 30 & Construction OSHA Trainer
- Primavera P6 Construction Scheduler - Advanced
- HAZWOPER
- Taproot Incident Investigation

**PERSONS**

SERVICES CORP.

JASON OTTILIGE

PROJECT MANAGER

Mr. Ottilige has over 18 years of experience in the construction industry, including commercial projects, disaster response and recovery, trucking, and heavy equipment management services. He can be counted on for a conscious approach to safety, time management, and job scheduling.

KEY PROJECT EXPERIENCE

- **Beachaven Assoc. Hurricane Remediation & Restoration**
Project Manager: Planning the reconstruction process, creating a construction schedule, balancing budgets, invoicing clients, tracking activities from the beginning to the end of the project, meeting with clients on a daily basis and working with vendors for the repair and reconstruction of units in a 2-Story, 20400SF condominium building.
- **Florida Commerce: Rebuild Florida CDBG-DR – Hurricane Ian**
Project Manager: Maintaining a high level of organization and open communication internally and externally, works with program management to ensure program compliance, communicate project status, and sync the goals of program management to Persons Services Corp's Disaster Group.
- **Pink Shell Beach Resort & Marina Restoration**
Project Manager: Planning the reconstruction process, creating a construction schedule, balancing budgets, invoicing clients, tracking activities from the beginning to the end of the project, meeting with clients on a daily basis and working with vendors for the repair and reconstruction of 200 residential units with no safety incidents recorded.
Contract Value: \$3,479,226.00

ADDITIONAL RELEVANT EXPERIENCE

- **Bergeron Emergency Services, Inc. (2006 – 2022)**
Vice President of Operations: Overall management of emergency disaster response removal and support actions from hurricanes, tornado, flood and other natural occurring disasters. Responsible for client management, temporary debris management sites, crew deployment, debris removal tracking, invoicing, and logistics. Project clients included multiple FL counties, school boards, city governments, FL state government and FDOT.

EXPERTISE

- Operations Management
- Project Scheduling
- Project Field Supervision
- Client Relations
- Mobilization
- Debris Removal
- Fleet Management
- Site Safety
- Task and Time Management
- Project Tracking
- Resource Maximization
- Budgets and Invoicing

CERTIFICATIONS

- ICS – 100 Certified
- ICS – 200; 800.b
- IS-00100.b; 00120.a; 00130; 00200.b; 00899.b
- NIMS Certified IS-00700.a
- Radiological Emergency management IS-0003
- TS10 Debris Management
- TS27 Logistics Operations
- OSHA 10, 30, 40 HAZWOPER
- ATTSA Traffic Control Course
- Qualified Stormwater Management Inspector Certified



PERSONS

SERVICES CORP.

CASEY ROWELL

PROJECT MANAGER

Casey Rowell is an experienced Project Manager specializing in residential and disaster relief construction. At PSC, he leads recovery operations and manages CDBG-funded residential rehabilitation projects. Skilled in scheduling, regulatory compliance, and multi-agency coordination, Casey effectively oversees disaster recovery efforts from planning through execution, ensuring timely, high-quality outcomes across complex and high-pressure environments.

KEY PROJECT EXPERIENCE

- **Florida Commerce: Rebuild Florida CDBG-DR – Hurricane Ian Project Manager:** Works daily with program management, project superintendents, and corporate management to budget, schedule, and complete assigned projects.

Maintaining a high level of organization and open communication internally and externally, works with program management to ensure program compliance, communicate project status, and sync the goals of program management to Persons Services Corp's Disaster Group.

ADDITIONAL RELEVANT EXPERIENCE

- **Horne LLC (February 2024 – 2025)**
Construction Project Manager: Managed CDBG programs, monitoring progress of each project to ensure timely delivery of deliverables in accordance with established quality standards.
- **Horne LLC (March 2023 – 2024)**
Lead Case Manager: Oversaw the efforts of 10 case managers in delivering services for CDBG program, serving as an advocate to support, guide and coordinate those affected by disasters. Handled case assignments, service plans, reviewed case progress and determined case closure. Ensured compliance with all applicable laws, regulations, policies, procedures and standards of practice.

EXPERTISE

- Project Management
- Case Management
- Client Relations
- Resource Maximization
- Planning and Scheduling
- Regulatory Compliance
- Contract Management

EDUCATION

- B.S., Nursing

University of Mobile

KEY RESPONSIBILITY

Tracking the entire project relating to costs, trade partners, schedules and defined KPI reporting, and market and supply conditions as they evolve.

**PERSONS**

SERVICES CORP.

ERIC LANKFORD

SUPERINTENDENT

With over 25 years of experience, Eric Lankford is a strategic and highly qualified superintendent in the home building industry. He has the proven capability of managing over 40 homes under construction in multiple communities as well as adeptly handling an intensified workload while delivering quality homes to satisfied customers. Mr. Lankford successfully navigates the pressures of the home building industry including adjusting and adapting if problems arise with budgeting, building plan errors, etc.

KEY PROJECT EXPERIENCE

- **Home Recovery Alabama Hurricane Sally and Zeta CDBG-DR Superintendent:** Communicates with customers, contractors, vendors, and management on all aspects of multiple, concurrent assignments. Connects regularly with customers regarding their specific needs. Ensures goods and services are ordered in a timely manner. Maintains records of materials. Delivers materials to jobsites to ensure uninterrupted productivity. Maintains jobsite quality and safety for every project.

ADDITIONAL RELEVANT EXPERIENCE

- **Truland Homes (January 2022 – 2023)**
Senior Project Manager: Managed and oversaw the quality assurance and quality control of over 40 homes at one time. Enforced company policies and procedures with sub-contractors and vendors. Maintained high quality standards and customer satisfaction. Actively solved plan/design issues in the field by strategically working with the proper departments to find a fast solution to keep the project on schedule
- **Truland Homes (2014 – 2022)**
Project Manager: Managed and oversaw the quality assurance and quality control of over residential construction projects. Maintained an accurate and up to date schedule using multiple builder management software programs. Met and exceeded predetermined cycle times and goals.

EXPERTISE

- Residential Construction
- Site Management
- Site Safety
- Vendor Coordination
- Quality Control
- Contract Compliance
- Regulatory Compliance
- Contract Management

CERTIFICATIONS

- HAZWOPER 40-Hour
- Hazardous Material Handling
- Xactimate
- Certified Lift Operator
- Principles of Management and Supervision Course
- TWIC

KEY RESPONSIBILITY

Managing a bundle of project sites, including scheduling work to be performed, managing subcontractors/trades, ensuring work quality, and communicating with project clients.

**PERSONS**

SERVICES CORP.

CURT INMAN

SUPERINTENDENT

Mr. Inman has over 18 years of experience in the construction industry as a lead site supervisor for residential, commercial, industrial and government projects. As a professional site manager, he is proficient in OSHA compliance, internal and external communications, crew supervision and cost control.

KEY PROJECT EXPERIENCE

- **Florida Commerce: Rebuild Florida CDBG-DR – Hurricane Ian Superintendent:** Communicates with customers, contractors, vendors, and management on all aspects of multiple, concurrent assignments. Connects regularly with customers regarding their specific needs. Ensures goods and services are ordered in a timely manner. Maintains records of materials. Delivers materials to jobsites to ensure uninterrupted productivity. Maintains jobsite quality and safety for every project.
- **Pink Shell Beach Resort & Marina Restoration Project Manager:** Oversaw the day-to-day onsite construction activities during the PSR restoration, including subcontractor management and supervision, quality inspections, and site safety.
Contract Value: \$3,479,226.00
- **Island Breeze Condominium Restoration Superintendent:** Oversaw the day-to-day onsite construction activities of the interior and exterior restoration of condominium units, including subcontractor management and supervision, quality inspections, and site safety.
Contract Value: \$1.25M

ADDITIONAL RELEVANT EXPERIENCE

- **Tap Out Construction Limited (2017 – 2023)**
Project Manager: Coordinated with homeowners, scheduled move outs, permitting, inspections, and warranty management and oversaw residential construction for CDBG-DR and STEP programs across multiple states, including the following:
 - Florida (Florida Keys)
 - Louisiana (Baton Rouge)
 - North Carolina
 - Puerto Rico
 - South Carolina
 - Texas

EXPERTISE

- Time and Task Management
- Site Management
- Site Safety
- Crew Supervision
- OSHA Compliance

EDUCATION

- Bachelor of Business Administration

Mississippi State University (1998)
- A.A., Business Administration and Management

Mississippi Gulf Coast Community College (1996)

CERTIFICATIONS

- OSHA 30HR
- Certified in Lead Abatement
- Licensed Heavy Machine Operator
- Licensed Scaffold Inspector
- TWIC

**PERSONS**

SERVICES CORP.

JEREMY LOMAX

WARRANTY MANAGER

Mr. Lomax has over ten years of experience in the construction industry, beginning his career as a residential contractor on the Gulf Coast. As a professional construction manager, he is proficient in material and vendor coordination, client relations, and cost control.

KEY PROJECT EXPERIENCE

- **Home Recovery Alabama Hurricane Sally and Zeta CDBG-DR Construction Manager:** Communicates with customers, contractors, vendors, and management on all aspects of multiple, concurrent assignments. Connects regularly with customers regarding their specific needs. Ensures goods and services are ordered in a timely manner. Maintains records of materials. Delivers materials to jobsites to ensure uninterrupted productivity. Responsible for day-to-day supply chain issues including backorders, out-of-stock items, returns, price changes, delays, and substitutions. Makes recommendations for new products and equipment. Ensures each assignment follows the project schedule and budget.
- **Rebuild Florida CDBG-DR Construction Manager:** Performed all construction manager duties, including equipment and material purchasing, trade partner and supplier coordination, inspection coordination, site inspection, report preparation, vendor POs, and customer communication.
- **SCOR Disaster Recovery CDBG-DR Construction Manager:** Performed all construction manager duties, including equipment and material purchasing, trade partner and supplier coordination, inspection coordination, site inspection, report preparation, vendor POs, and customer communication.

ADDITIONAL RELEVANT EXPERIENCE

- **Versamax, LLC Project Coordinator:** Supported management by overseeing administrative tasks, communicating with customers, and ensuring resource availability for remodeling and home repair projects.

EXPERTISE

- Site Management
- Records Maintenance
- Cost Analysis
- Client Communication
- Warranty Tracking
- Purchase Orders
- Supply Chain Management

EDUCATION

- Nursing Program, Level 1

Mississippi Gulf Coast Community College
- Personnel Administration School

United States Marine Corps

KEY RESPONSIBILITY

Communicating with client and owner, scheduling, recording, documenting, and ensuring the completion of warranty claims. Preparing and coordinating subcontractor invoices.



LISSA BARKLEY

PROJECT COORDINATOR

Lissa Barkley is a skilled Project Coordinator with a strong focus on client satisfaction and project efficiency. She manages permitting, documentation, and subcontractor coordination while serving as the primary point of contact for homeowners. With over five years of experience in customer service and project support, Lissa ensures clear communication and a smooth construction experience for all clients.

KEY PROJECT EXPERIENCE

- **Home Recovery Alabama Hurricane Sally and Zeta CDBG-DR Project Coordinator:** Processes and obtains permit requirements and permits for residential construction. Maintains and organizes all required project documentation specific to each project, including permits, subcontractor files and closeout documents. Assists in generating subcontractor documents such as purchase orders, change orders, and work orders. Facilitates communication with homeowners and clients as the main point of contact for the project. Assists with project closeout processes including inspections, project manuals and project warranty.
- **Florida Commerce: Rebuild Florida CDBG-DR – Hurricane Ian Project Coordinator:** Performs all duties as described above for the HRAP program, meeting with program clients/homeowners to facilitate project progress, maintaining and organizing all required project documentation and assisting with project closeout processes.

ADDITIONAL RELEVANT EXPERIENCE

- **Crafton Communications Inc. (May 2021 – July 2024)**
Assistant Project Manager: Managed and directed permitting agents working in the Central, East and West jurisdictional areas concerning site development in the telecommunications industry. Communicated with 15+ clients regarding project updates, jurisdiction communication and deadlines. Assisted in accounting matters such as purchase orders, purchase order requests and project valuations.
- **Crafton Communications Inc. (Sept. 2020 – May 2021)**
Permitting Project Coordinator: Collaborated with clients for site acquisition including title completion and forecasting of construction commencement. Filed and obtained zoning approvals and building permits. Collaborated with contractors, subcontractors and landowners to ensure timely delivery of documents and resources.

EXPERTISE

- Customer Service
- Quality Assurance
- Documentation Management
- AHJ Coordination
- Procore
- CRM

EDUCATION

- B.S., Public Health

University of Alabama
Tuscaloosa

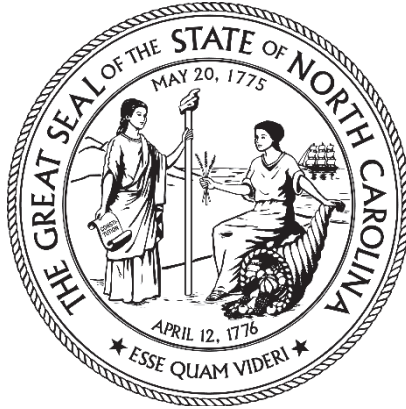
KEY RESPONSIBILITY

Facilitating communication with homeowners, including scheduling and conducting meetings; preparing, presenting and maintaining documentation; developing and maintaining project files; and supporting Superintendents and Project Managers.

Appendix B: RFP Document including Attachments and Addenda

Please find on the following pages the RFP document including attachments, required forms, and executed addenda.

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**STATE OF NORTH CAROLINA
DEPARTMENT OF COMMERCE**

Division of Community Revitalization

Request for Proposal #: Doc1539254856

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

Date of Issue: April 16, 2025

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

Direct all inquiries concerning this RFP to:

Angie Dunaway
DCR Procurement Director
angela.dunaway@commerce.nc.gov
919-526-8340

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
	Proposals will be publicly opened: May 8, 2025, at 2:00 pm ET
Using Agency: North Carolina Department of Commerce, Division of Community Revitalization	Commodity No. and Description: 721110 – Single Family Dwelling Construction Services

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

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

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

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

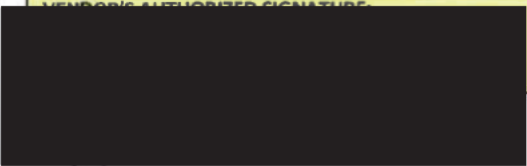
- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

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

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

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

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

COMPLETE/FORMAL NAME OF VENDOR: Persons Services Corp		
STREET ADDRESS: 4474 Halls Mill Rd	P.O. BOX:	ZIP:
CITY & STATE & ZIP: Mobile, AL 36693	TELEPHONE NUMBER: 251-349-0647	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE :		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: James Benson, Jr - Vice President		FAX NUMBER: 251-660-2084
VENDOR'S AUTHORIZED SIGNATURE: 		DATE: 5/8/2025
		EMAIL: jbenson@personsservices.com

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).

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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 is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

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

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

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

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

a) Vendor shall bear the risk for late submission due to unintended or unanticipated delay— whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor's sole responsibility to ensure that its bid has been received by this Office by the specified time and date of opening. The date and time of submission will be marked on each bid when received, and any bid received after the bid submission deadline will be rejected.

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

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

8. CONTENTS OF OFFER:

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

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

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

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

12. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the State reserves the right to reject any and all Offers, in whole or in part, by deeming the Offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this Solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.

13. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested in the Solicitation document. Further, if required elsewhere in this bid, each Vendor shall submit with its bid any sketches, descriptive literature, and/or complete specifications covering the goods and services offered. Reference to literature submitted with a previous bid or available elsewhere will not satisfy this provision. Do not submit bid samples or descriptive literature unless expressly requested. Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the Solicitation. Failure 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://ncadmin.nc.gov/documents/vendor-forms>.

h) Procurement of Recovered Materials.

1. Unless specified otherwise in the Contract, in the performance of this Contract, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - Competitively within a timeframe providing for compliance with the Contract performance schedule;
 - Meeting Contract performance requirements; or
 - At a reasonable price.
2. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

- i) **Access to Records.** In addition to the North Carolina General Contract Terms & Conditions section entitled "**ACCESS TO PERSONS AND RECORDS**" included in this Contract, the following access to records requirements apply to this Contract:
1. The Vendor agrees to provide the Purchasing Agency, the Administrator of the federal agency providing funds hereunder, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 2. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 3. The Vendor agrees to provide the Administrator of the federal agency providing funds hereunder or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.
 4. In compliance with the Disaster Recovery Act of 2018, the Purchasing Agency and the Vendor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Administrator of the federal agency providing funds hereunder or the Comptroller General of the United States.
- j) **Modifications to Contract.** Modifications to the Contract are governed by the North Carolina General Contract Terms & Conditions section above entitled "**AMENDMENTS**," except as approval and signature by any federal official may also be required.
- k) **Records Retention.** All records required to be kept on the project shall be maintained for at least eight (8) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the eight (8) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the eight (8) year period, whichever is later.
- l) **Energy Efficiency.** All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).
- m) **Program Fraud and False or Fraudulent Statements or Related Acts.** Vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.
- n) **No Obligation by Federal Government.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from the Contract.
- o) **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the Contract. The Vendor will comply with all applicable Federal law, regulations, executive orders, the policies of the federal agency(ies) providing funding, procedures, and directives.
- p) **Federal Seals, Logos, and Flags.** In addition to the prohibitions of the North Carolina General Contract Terms & Conditions section above entitled "**ADVERTISING**," the Vendor shall not use the seal(s), logos, crests, or reproductions of flags of a federal agency providing funding herein, or likenesses of federal agency officials without specific pre-approval of the relevant federal agency.
- q) **System for Awards Management.** Vendor shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) <https://www.sam.gov/SAM> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors> to verify that Contractors or sub-Recipients have

not been suspended or debarred from doing business with federal or State government.

r) **Section 3 Clause.** Vendor will comply with the following clauses from 24 CFR 135.38:

The Contractor shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its regulations at 24 CFR Part 75, as expressed below:

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
5. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
6. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

- s) **Non-Discrimination.** Vendor will comply with all Federal statutes relating to non-discrimination. These include but are not limited to:
1. Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance.
 2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107) as amended, and implementing regulations at 24 CFR part 146, which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance.
 3. The Fair Housing Act (42 U.S.C. 3601- 19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion sex (including gender identity and sexual orientation), disability, familial status, or national origin and will affirmatively further fair housing, will apply.
 4. Title IX of the Education Amendments of 1972, as amended (20 USC §§ 1681 – 1683, and 1685-1686), which prohibits discrimination on the basis of sex.
 5. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse.
 6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
 7. §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C §§ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
 8. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing.
 9. Any other applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.
- t) **URA.** The acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A, will apply.
- u) **National Environmental Policy Act.** The environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property will apply.
- v) **Plans, supervision, and reports.** Vendor will comply with HUD requirements with regard to the drafting, reviewing and approval of construction plans and specifications. Vendor will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by HUD or the State.
- w) **Davis-Bacon Act.** Vendor will comply with the David-Bacon Act, as amended (40 U.S.C. 3141-3148), if required by the federal program legislation, in Construction contracts involving an excess of \$2000, and

subject to any other federal program limitations, all laborers and mechanics must be paid at a rate not less than those determined by the Secretary of Labor to be the prevailing wages. These wage rates are a federally mandated minimum only, and will be superseded by any State or local requirement mandating higher wage rates. Vendor also agrees to comply with Department of Labor Regulations pursuant to the Davis-Bacon Act found in 29 CFR Parts 1, 3, 5 and 7 which enforce statutory labor standards provisions. Wage determinations are available at <https://sam.gov/wage-determinations>.

- x) **Lead Based Paint.** Vendor will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures, and HUD's lead based paint regulations at 24 CFR Part 35.
- y) **Copeland Act.** Vendor will comply, as applicable, with the Copeland Act (40 U.S.C. §§ 276c and 18 U.S.C. §874).
- z) **Environmental.** Vendor will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- aa) **Wild and Scenic Rivers Act of 1968.** Vendor will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- bb) **Preservation.** Vendor will assist HUD and the State in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- cc) **Audits.** Vendor will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200 Subpart F Audit Requirements.

ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

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:

N/A

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.:

N/A

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:

Corporate/Administrative Performance:
Persons Services Corp.
4474 Halls Mill Rd.
Mobile, AL 36693

On-site Construction Performance:
State of North Carolina
39 Hurricane Helene-Impacted Counties

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, Persons Services Corp., 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.



Jimmy Benson, Vice President of Disaster Group

Name and Title of Vendor's Authorized Official

05/08/2025

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>.

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
Program:	Home Recovery Alabama Program - Hurricane Sally and Hurricane Zeta Housing Program
Client Point of Contact:	Jenna Abbey - Senior Program Manager, Government Services
POC Contact Information (email and phone):	jenna.abbey@horne.com 850-982-9713
Total Number of Homes Completed:	48 Total = 36 Reconstruction + 11 Replacements + 1 Rehabilitation
Brief Description of Services Rendered:	Performance of all services related to reconstruction, replacement, and rehabilitation for all assigned program assisted homes across 9 counties in South and Southwestern Alabama, for single family residences affected by Hurricane Sally and Hurricane Zeta.

Example 2: CDBG-DR Housing Engagements Delivered	
Client Name:	Virgin Islands Housing Finance Authority
Program:	EnVision Tomorrow Program
Client Point of Contact:	Gregory Miller - Sr. Program Manager
POC Contact Information (email and phone):	gmilleriii@usvipfa.com 340-227-3501
Total Number of Homes Completed:	30 Total = 4 Reconstruction + 26 Rehabilitation
Brief Description of Services Rendered:	Provide and perform residential construction repair, and/or reconstruction services for single-family residential structures for VIHFA in St. Croix, St. Thomas and St. John territories. PSC provides the planning, scheduling, organization and carrying out all phases of construction necessary to complete repairs for all assignments, per all program and AHJ requirements.

Example 3: CDBG-DR Housing Engagements Delivered	
Client Name:	Horne LLP
Program:	State of South Carolina - Disaster Recovery Office (SCDRO) - Hurricane Florence Residential Housing Repairs
Client Point of Contact:	James Blume - Manager, Government Services
POC Contact Information (email and phone):	james.blume@horne.com 252-563-2765
Total Number of Homes Completed:	147 Total = 63 Reconstruction + 58 Replacement + 26 Rehabilitation
Brief Description of Services Rendered:	Residential Housing reconstruction, repairs/rehabs, replacement of mobile home units, and modular homes following Hurricane Florence.

Expiration Date

2025

License No.

81072

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Persons Services Corp.

Mobile, AL

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Residential

until

December 31, 2025

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/07/2025

This certificate may not be altered.



Chairman

Secretary-Treasurer

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.

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, Persons Services Corp., 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.



Jimmy Benson, Vice President of Disaster Group

Name and Title of Vendor's Authorized Official

05/08/2025

Date

DISCLOSURE OF LOBBYING ACTIVITIES

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

(See reverse for public burden disclosure.)

Approved by OMB

0348-0046

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award		3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known 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:			7. Federal Program Name/Description: 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):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
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: _____ Print Name: _____ Title: <u>Vice President</u> Telephone No.: <u>251-660-0132 x130</u> Date: <u>05/08/2025</u>		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2025

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 3212 Midtown Park S Mobile AL 36606	CONTACT NAME: Lisa Conn PHONE (A/C, No, Ext): 817-336-2377 FAX (A/C, No): E-MAIL ADDRESS: LConn@higginbotham.net
INSURED Persons Services Corp. 4474 Halls Mill Road Mobile AL 36693	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: American Guarantee and Liability Insurance INSURER C: Steadfast Insurance Company INSURER D: Endurance Risk Solutions Assurance Co. INSURER E: INSURER F:
License#: 2081754 PERSSER-01	NAIC # 16535 26247 26387 43630

COVERAGES**CERTIFICATE NUMBER:** 1854537851**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PD Ded: \$25,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			GLO331313300	7/19/2024	7/19/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BAP331313200	7/19/2024	7/19/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$1,000,000 PROPERTY DAMAGE (Per accident) \$ UM/UIM Limit \$1,000,000
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			SXS331313600	7/19/2024	7/19/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	WC331313700	7/19/2024	7/19/2025	☒ PER STATUTE ☐ OTH-ER USL&H E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C D A	Professional/Pollution Excess Rented/Leased			EOC323412800 EXC30064555500 CPP187481000	7/19/2024 7/19/2024 7/19/2024	7/19/2025 7/19/2025 7/19/2025	Limit Limit Limit \$5M agg/ \$5M occ \$5,000,000 \$200,000

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

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, Automobile Liability and Workers' Compensation policies include a blanket automatic waiver of subrogation endorsement that provides this feature to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such provision.

The General Liability and Automobile Liability policies have a blanket Primary & Non-Contributory endorsement that applies to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such provision.
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Persons Services Corp. 4474 Halls Mill Road Mobile AL 36693	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The General Liability, Automobile Liability and Workers Compensation policies include a blanket notice of cancellation to certificate holders endorsement that provides for 30 days' advance notice of cancellation of the policy to be provided to the certificate holder by the company other than for nonpayment of premium and 10 days' notice of cancellation of the policy to be provided to the certificate holder by the company after the policy is canceled for nonpayment of premium, in either such case, only when there is a written contract between the named insured and the certificate holder that requires such provision. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

The Excess Liability policies are follow form.

The Worker's Compensation policy excludes the following officers: Paul F Persons Jr.

The Automobile Liability policy includes Auto Medical Payments of \$5,000.

May 5, 2025

Persons Services Corp.
4474 Halls Mill Road
Mobile, AL 36693

RE:
All States W/USL&H
Zurich American Insurance Company- WC0331313700
7/19/2024 to 7/19/2025

Carolina Casualty Insurance Company – BIN967692428
01/01/2024 to 07/19/2024

Carolina Casualty Insurance Company – KRWC276906
01/01/2023 to 01/01/2024

Midwest Employers Casualty Company – MEWC276905
01/01/2022 to 01/01/2023

Midwest Employers Casualty Company – MEWC276903
01/01/2021 to 01/01/2022

Please accept this letter as confirmation of your Workers' Compensation Experience Modifier:

Effective:	07/19/2024	0.70
Effective:	01/01/2024	0.70
Effective:	01/01/2023	0.82
Effective:	01/01/2022	0.69
Effective	01/01/2021	0.67

If you should have any questions, feel free to contact me.

Thank you for your business!

Sincerely,
Katie H. Gilmore
Sr. Commercial Lines Account Manager
Kgilmore@higginbotham.net



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	"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." 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?	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	"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." 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.	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	“Which standard floorplan the applicant receives is based on DCR policy” 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?	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	“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.” 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?	Builders should establish safe practices for homeowner access to their property. Homeowners are not required to attend or approve program inspections or quality standards.
25	2.4 RFP Schedule, Page 7 2.6 Proposal Questions, Page 8	To allow proper consideration, review, and question submittal, please extend all dates by one week, starting with extending submittals of RFIs until May 5.	The RFP Schedule remains as indicated in the Solicitation.
26	2.8 Proposal Contents, Page 10 7.4 Key Staffing Profile Page 33	Are resumes exempt from the page count?	See answer to Question #3.
27	2.8 Proposal Contents, Page 10 7.9 Safety Information, Page 35	Are the Safety & Quality Manuals required with submission?	Per 7.9 Safety Information, “A copy of Vendor’s safety manual may also be required. <u>The safety manual will become part of the Contract if your Solicitation Response is selected.</u> ” Vendors

	7.10 Quality Control Program, Page 35		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. Per 7.10 Quality Control Program, <i>"A copy of Vendor's quality control manual may 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.
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	"Coordinating applicant move out, and providing temporary housing." 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? 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?	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	"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." Is an in-person preconstruction meeting required between the applicant and Vendor Representative before each site evaluation? Are there any other face-to-face meetings requirements? "Assist homeowners in vacating their damaged home." Will the state provide	In person meetings are encouraged for each site evaluation, but DCR will consider alternative approaches that accelerate recovery or improve applicant service. The implementation vendor will scope pods or temporary storage facilities for each applicant.

		Pods or the funds to purchase the pods for assistance?	
33	4.1 Minimum Qualifications, Pages 15-16 7.0 Required Vendor Information, Pages 32-36	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? 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. In the interest of not submitting a voluminous proposal, we want to avoid duplicative responses in multiple sections unless explicitly requested.	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.
34	7.4 Key Staffing Profile, Page 33	"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." Are we providing their personal résumés or are we providing just their name, contact information and their job description?	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 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 -Superintendent (s) -Warranty Coordinator

35	7.5 References, Page 34	“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.” 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?	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	“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.” Do you want the entire plan set, or just an overview? Is that outside of our 20 page limit when submitting our RFP?	See answer to Question #1. Plan sets are not to be submitted at this time; just identify projects where you have provided those.
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?	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> 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.
39	5.2 TASKS/ DELIVERABLES 5.2.3 Reconstruction Scope of Work, Page 26	Please verify that the DCR Implementation vendor will perform LBP testing, and the CM will be responsible for the Asbestos testing as necessary?	The implementation vendor will perform lead based paint testing and the vendor will be responsible for all other testing required by the jurisdiction.
40	5.2 TASKS/ DELIVERABLES 5.2.3 Reconstruction Scope of Work, Page 21	Will a damage assessment and feasibility analysis be performed prior to assignment?	Yes.
41	5.2 TASKS/ DELIVERABLES 5.2.2 Repair Scope of Work, Pages 20-24	In our experience when both the implementation vendor and CM do not perform the scope assessments together, the scope assessment tends to be performed at the substantial and final milestones inspections. Please verify that both the DCR Implementation vendor and CM	The implementation vendor is the construction manager. The implementation vendor will perform the scope assessment and assign the scope to the building vendor.

		perform an assessment together to obtain the SOW?	
42	5.2 TASKS/ DELIVERABLES 5.2.2 Repair Scope of Work	Will Exactimate Pricing be reviewed biannually or annually in order to adjust to the current market?	Xactimate pricing will be reviewed quarterly and adjusted if necessary.
43	5.2 TASKS/ DELIVERABLES 5.2.2 Repair Scope of Work	What is the expectation with pricing adjustments to address tariffs and escalation associated with the tariffs?	Xactimate pricing will be reviewed quarterly and adjusted if necessary.
44	5.2 TASKS/ DELIVERABLES 5.2.3 Reconstruction Scope of Work	Please verify the DCR implementation vendor will provide assistance and coordination with the applicant for temporary relocation.	The implementation vendor will qualify the applicant for temporary assistance. The implementation vendor will include scope for temporary assistance in the builder assignment. The builder will schedule move out and relocation. The builder will pay a voucher to the applicant per their scope.
45	4.0 REQUIREMENTS 4.4 Invoices, Page 17	If in fact performed by the CM please verify that a separate billing process will be allowed to receive continual reimbursement of the task?	Builder payments will be made in accordance with the payment schedule established by the implementation vendor and its construction management strategy.
46	5.2 TASKS/ DELIVERABLES 5.2.2 Repair Scope of Work, Page 23	Please verify that operational expenses and fees will be allowed on Temporary Relocation Assistance.	The implementation vendor will include scope in the builder assignment for temporary housing for qualified applicants.
47	5.0 SCOPE OF WORK 5.7 Liquidated Damages, Page 31	In our experience additional time must be added to the Temporary Relocation Assistance outside of the approved construction timeframes. This is due to the process of homeowner moveout needing to be performed prior to the notice to proceed and the delays after final inspection due to may different factors. Please verify that additional time of reimbursement for temp relo will be allowed upon program review of the process.	DCR will consider exceptions to the timeline in accordance with the implementation vendor's construction management strategy. In general, additional temporary housing assistance outside the prescribed construction timelines will not be considered.

48	5.2 TASKS/ DELIVERABLES 5.2.3 Reconstruction Scope of Work, Page 25	Reasonable Accommodations – Bathroom: Please confirm that all RA's will be performed and finalized prior to design.	In most instances, Reasonable Accommodations will be scoped prior to project assignment to the builder.
49	5.0 SCOPE OF WORK 5.1 Scope of Services, Page 19	What is the repair cap?	The implementation vendor will perform feasibility analysis on each site and establish the repair scope. The scope will not exceed the reconstruction cap, unless exceptional circumstances are approved by DCR.
50	5.0 SCOPE OF WORK 5.1 Scope of Services, Page 19	In the Pre-Bid meeting, it was discussed that it was expected that a large percentage of the task orders would be reconstruction. With such a large repair task order value what are the criteria to flip from repair to reconstruction?	The implementation vendor will establish a repair or reconstruction feasibility policy that will establish criteria for scoping each project.
51	5.2 TASKS/ DELIVERABLES 5.2.2 Repair Scope of Work, Page 23	Will the historic repair process and pricing be the same or will there be separate pricing to accommodate the different processes, fees and materials outside of the standard?	Scoping for historic projects will reflect with costs for materials and activities required by the jurisdiction.
52	5.0 SCOPE OF WORK 5.1 Scope of Services, Page 19	Will additional time be allowed for Historic Properties that require specialty repairs?	DCR will consider additional time for historic properties, depending on the scope and complexity.
53	5.2 TASKS/ DELIVERABLES 5.2.3 Reconstruction Scope of Work, Page 26	Please confirm that scoping is allowed for infrastructure and roads outside of the applicant's property to allow access to the property. Especially regarding MHU delivery and Heavy Equipment access.	Private road and bridge repair scope will be limited to the applicant's property. The State has other programs for repairing roads and bridges.
54	5.2 TASKS/ DELIVERABLES 5.2.2 Repair Scope of Work, Page 23	Please verify that the DCR implementation vendor will obtain or verify the Flood insurance policies?	Yes.
55	5.0 SCOPE OF WORK 5.4 Additional Requirements, Page 30	Will there be opportunities to add additional milestones if necessary, such as preconstruction to assist in the cash flow of the homes?	The implementation vendor will establish a payment schedule in accordance with its construction management strategy.

56	5.0 SCOPE OF WORK 5.7 Liquidated Damages, Page 31	Will there be a cap to LD's?	There is no cap on liquidated damage.
57	4.0 REQUIREMENTS 4.4 Invoices, Page 17	What will be the contracted payment terms?	Per ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS, #9 PAYMENT TERMS, "Payment terms are 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.

		consideration by the program for use in the reconstruction phase of the program.” 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?	
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Execute Addendum:VENDOR: Persons Services Corp

AUTHORIZED SIGNATURE

NAME and TITLE (Print or Typed): James Benson, Jr - Vice PresidentDATE: 5/8/2025

Appendix C: Financial Statements

Please find on the following pages Persons Services Corp.'s confidential financial statements. The information on the following pages includes trade secrets defined by N.C. Gen. Stat. § 66-152 or information otherwise exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2.

*****INFORMATION REDACTED*****

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