

**STATE OF NORTH CAROLINA
DEPARTMENT OF COMMERCE**

Division of Community Revitalization

Request for Proposal #: Doc1690846196

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

Date of Issue: August 21, 2025

Proposal Opening Date: September 22, 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 # Doc1690846196
	Proposals will be publicly opened: September 22, 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 1 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: Disaster South, LLC		
STREET ADDRESS: 2 Trident Drive	P.O. BOX:	ZIP:
CITY & STATE & ZIP: Arden, NC 28704	TELEPHONE NUMBER: 912-269-7645	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE : 1813 Frederica Road, Saint Simons Island, GA 31522		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Vassa Cate, Managing Partner		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE: 	DATE: 9/22/2025	EMAIL: vcate@disastersouth.com

Proposal Number: Doc1690846196

Vendor: Disaster South, LLC

VALIDITY PERIOD

Offer valid for at least 90 days from date of proposal opening, unless otherwise stated here: N/A 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

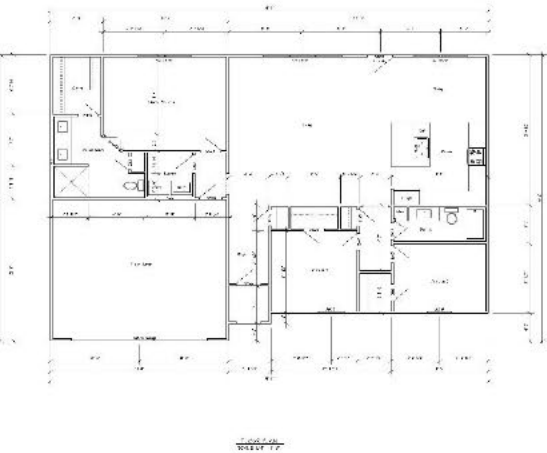
If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply.

FOR STATE USE ONLY: Offer accepted and Contract awarded this 3rd day of December, 2025, as indicated on the attached certification, by [REDACTED] (Authorized Representative of Department of Commerce).
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**NORTH CAROLINA
DEPARTMENT of
COMMERCE**

**DISASTER
SOUTH**



**REQUEST FOR
PROPOSAL:
#DOC1690846196**

**STATE OF NORTH CAROLINA DEPARTMENT OF COMMERCE
DIVISION OF COMMUNITY REVITALIZATION**

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

Due September 22, 2025, 2:00 p.m.



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September 22, 2025

Ms. Angie Dunaway
DCR Procurement Director
North Carolina Department of Commerce
Division of Community Revitalization
301 N. Wilmington Street
Raleigh, NC 27601-1058

**RE: RFP Doc1690846196 for Residential Demolition, Reconstruction, Rehabilitation, and
Manufactured Housing Unit Replacement for Hurricane Helene Impacted Counties**

Dear Ms. Dunaway and Members of the Evaluation Committee:

On behalf of Disaster South, LLC and our strategic partners, I am pleased to submit our consolidated response to the North Carolina Department of Commerce (NCDOC), Division of Community Revitalization for the Residential Demolition, Reconstruction, Rehabilitation, and Manufactured Housing Unit Replacement Program in the Hurricane Helene Impacted Counties. We are proud to offer our proven expertise, scalable resources, and mission-driven approach to support North Carolina's critical housing recovery efforts.

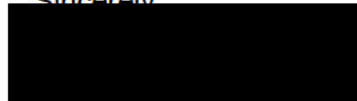
Disaster South brings exceptional capacity, having completed over 4,000 residential units in 2024 alone, and an extensive subcontractor and supplier network prepared to mobilize across all 39 impacted counties. Our leadership team possesses over 250 years of combined residential construction experience, including deep familiarity with HUD CDBG-DR requirements, federal compliance protocols, and fast-paced post-disaster housing recovery initiatives.

Our program is strengthened by key personnel such as Construction Project Manager Marc Houston, a licensed North Carolina contractor; Program Manager Courage Idusuyi, who brings over 18 years of CDBG-DR leadership; and Quality Control Manager Kathy Rivers, who has overseen over \$50 million in federal housing grants. With comprehensive quality control, safety, cost control, and warranty programs, our team is positioned to deliver exceptional outcomes for communities in need.

As President of Disaster South, and per Section 6.1 of the RFP, I will be the designated Contract Administration Project Manager and Customer Service Point of Contact for all contract related issues concerning performance, progress reviews, scheduling, and service. I am authorized to commit Disaster South resources to assist NCDOC and legally bind the company in all matters related to this submission.

We are committed to advancing the Department's goals through rapid deployment, resilient construction, and an empathetic, community-focused approach. Thank you for considering our proposal. We welcome the opportunity to further discuss how our team can contribute to rebuilding stronger and safer homes for North Carolina residents.

Sincerely,



H. Vassa Cate, III
President, Disaster South, LLC
Email: vcate@disastersouth.com
Phone: 912-269-7645

Disaster South LLC
7 Trident Drive, Arden, NC 28704
www.disastersouth.com

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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	August 21, 2025
Submit Written Questions	Vendor	August 29, 2025, by 10:00 am ET
Provide Response to Questions	State	September 9, 2025
Submit Proposals	Vendor	September 22, 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 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 2nd 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	

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.

2.6 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 to 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. Redacting refers to "*blacking out*" information so it is not visible.

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: September 22, 2025
Time: 2:00 pm ET
Virtual via Teams: [Join the meeting now](#)
Meeting ID: 256 742 833 909 5
Passcode: Mp2UU999
Dial in by phone: 984-204-1487
Phone conference ID: 453 164 662#

2.7 PROPOSAL CONTENTS

Vendor shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. 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, résumés, Annual Report, 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.

Non-Responsive Offers

Vendors shall be deemed non-responsive and their offers not considered for any one of the following:

- Late Offer;
- Failure to sign the offer;
- Failure to submit financial information (see Section 7.8);
- Failure to submit surety letter evidencing sufficient bonding capacity (see Section 4.9); or
- Engaging in prohibited communications (see Section 3.2).

Responsive Offers

Offers that are deemed responsive will be evaluated based on the Evaluation Criteria stated in Section 3.4. Please review the Evaluation Criteria and ensure that all criteria have been addressed in your proposal. Responsive offers may not be selected for a contract award.

The checklist below is provided as a courtesy; vendors are solely responsible for ensuring all requested and required information is submitted.

Offer Checklist:

1. Signed offer. Please submit the full RFP, not just the signature page.
2. Signed addenda, if any.
3. Redacted version of the offer with confidential information blacked out.
4. Attachment A, Project Type.

5. Required financial information (see Section 7.8 Annual Report).
6. Surety letter indicating bonding capacity for single and aggregate limits; bonding capacity must be at least \$5 million; or for MHU-only offers at least \$2 million (see Section 4.9).
7. Certificate of Insurance (see Section 4.9).
8. Description of Experience (see Evaluation Criteria Section 3.4).
 - a. Years of experience in the business
 - b. At least 3 years of CDBG-DR experience
 - c. Experience with relevant policies and requirements
 - d. Experience servicing home warranty claims for CDBG-DR programs
 - e. Experience with restoring historic properties.
9. Three references of similar project type and size performed within the last 5 years (see Attachment H).
10. Proposed Methodology (see Evaluation Criteria).
11. Attachment D – Workers Outside the US.
12. General Contractor's license or commitment to obtain a North Carolina GC license.
13. Indication of ability to meet required timelines.
14. Commitment to securing and maintaining office space in the impacted area.
15. Commitment to a 2-year warranty.
16. Attachment E – HUB Information.
17. Attachment F – Lobbying Certification.
18. If applicable, Attachment G – Lobbying Disclosure Form.
19. Vendor Information required by Section 7.0, including:
 - a. 7.1 Vendor Information
 - b. 7.2 Company Narrative
 - c. 7.3 Company Profile
 - d. 7.4 Key Staffing Profile
 - e. 7.5 References
 - f. 7.6 Litigation History
 - g. 7.7 Conflicts
 - h. 7.8 Financial Information
 - i. 7.9 Safety Information
 - j. 7.10 Quality Control Program
 - k. 7.11 Cost Control Program
 - l. 7.12 Warranty Program

2.8 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 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 qualified Vendors to add to the 20 Vendors selected previously. 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 project types, 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 any 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.

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.

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 according to the criteria above using a narrative evaluation method, where it identifies strengths and weaknesses of each proposal. 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 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 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 its 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. See Section 7.8 for required documentation.
- Vendor must provide a surety letter evidencing its maximum bonding capacity, which must be at least \$5 million, or if the Vendor only seeks to complete MHU replacement projects, at least \$2 million dollars. See Section 4.9 for more information.

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 task order number to ensure prompt payment. Vendor's failure to include the correct task 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: HISTORICALLY UNDERUTILIZED BUSINESS 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. Provide a certificate of insurance with your proposal.

Vendor must provide a surety letter evidencing the maximum performance and payment bonding capacity with the Solicitation Response. The surety letter should be signed by an attorney in fact, verifying the surety company's willingness to issue sufficient payment and performance bonds for this RFP on behalf of your firm and the dollar limits of that bond commitment, both single and aggregate. 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.

For demolition, rehabilitation, and/or reconstruction of single-family residential structures, Vendor must provide evidence of at least 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.

Vendor must maintain performance and payment bonds in an amount equal to or greater than 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. 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.

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, if applicable, ATTACHMENT G: DISCLOSURE OF LOBBYING ACTIVITIES 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 has procured 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 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:

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.

- 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:

- 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;

² If a bathroom is removed for scope reduction this may vary.

- 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

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

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:

- 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.

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**.

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. This does not include cover page (title page), cover letter, table of contents, all pages of the RFP, résumés, Annual Report, 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.

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 Pricing and Reconstruction Plan Sets

Vendors agree to the pricing and reconstruction plan sets set forth below. Pricing will not be negotiated.

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

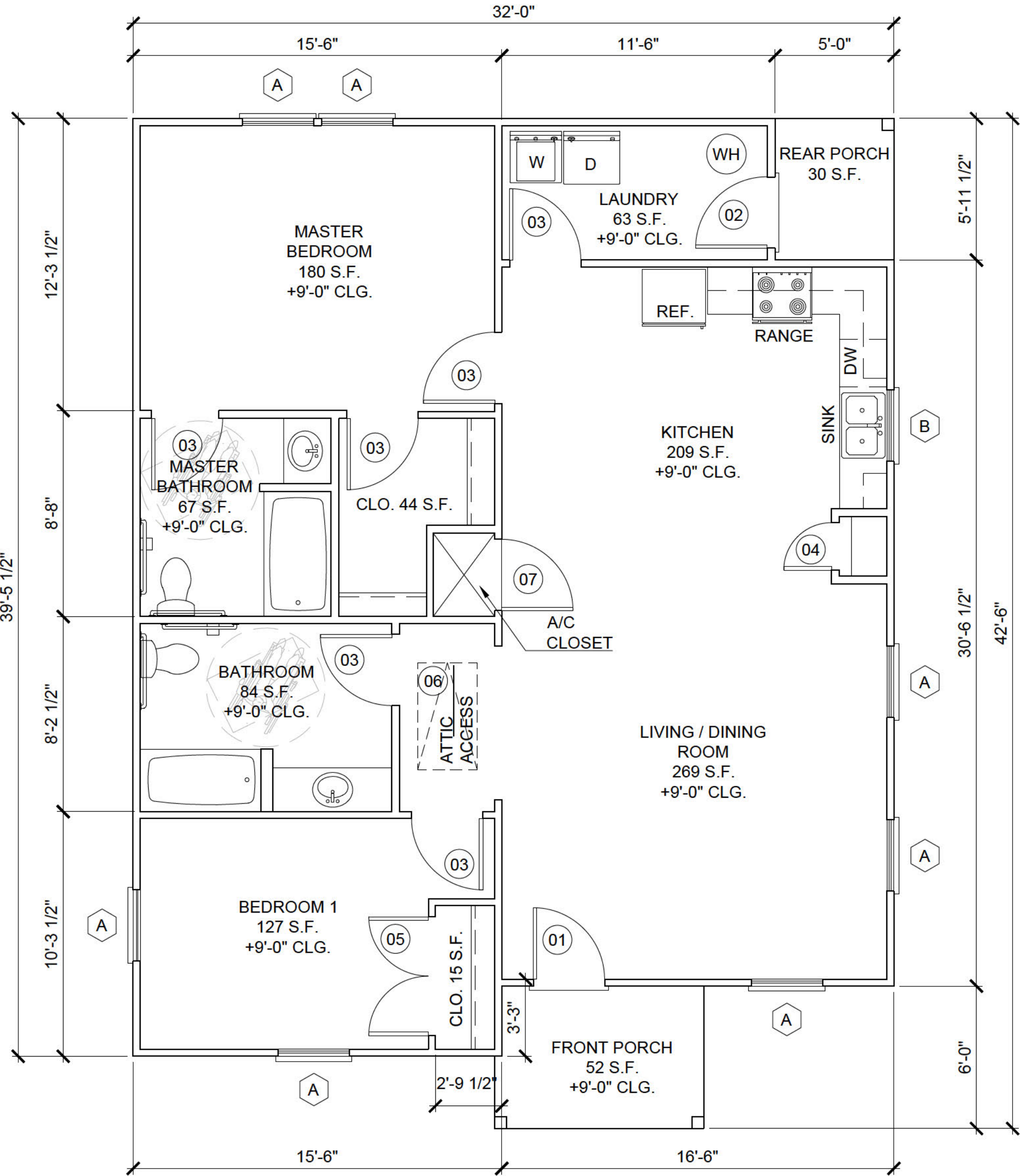
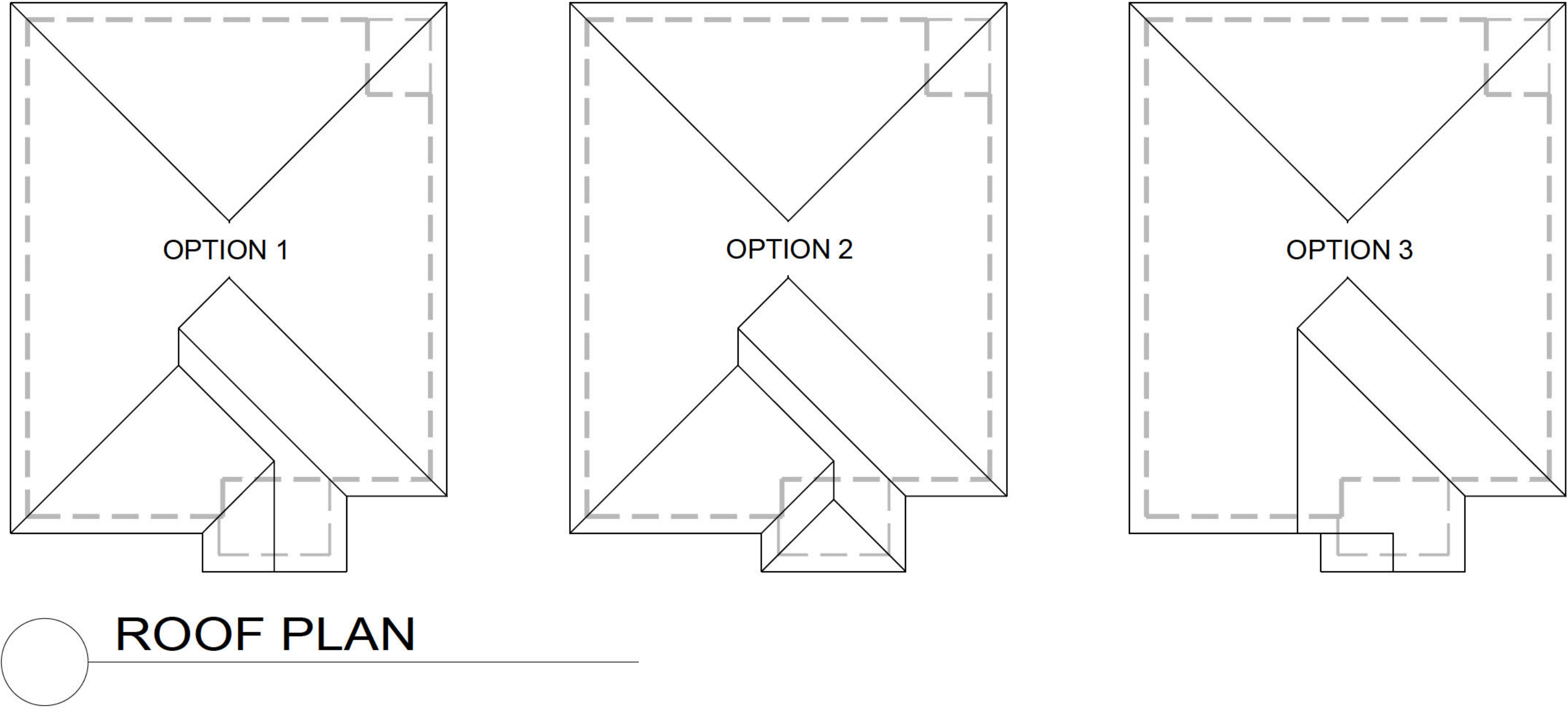
Other Site-Specific Costs	
Sod (per pallet installed)	\$ 654.76
Tree Trimming (per tree)	\$ 704.03
Stump Grinding (per stump)	\$ 715.21
Stump Removal	\$ 1,237.84
Tree Removal (2" - 10" diameter)	\$ 828.37
Tree Removal (11" - 15" diameter)	\$ 1,381.02
Tree Removal (16" - 20" diameter)	\$ 1,895.20
Tree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

Reconstruction House Plan Sets are shown on the following pages.

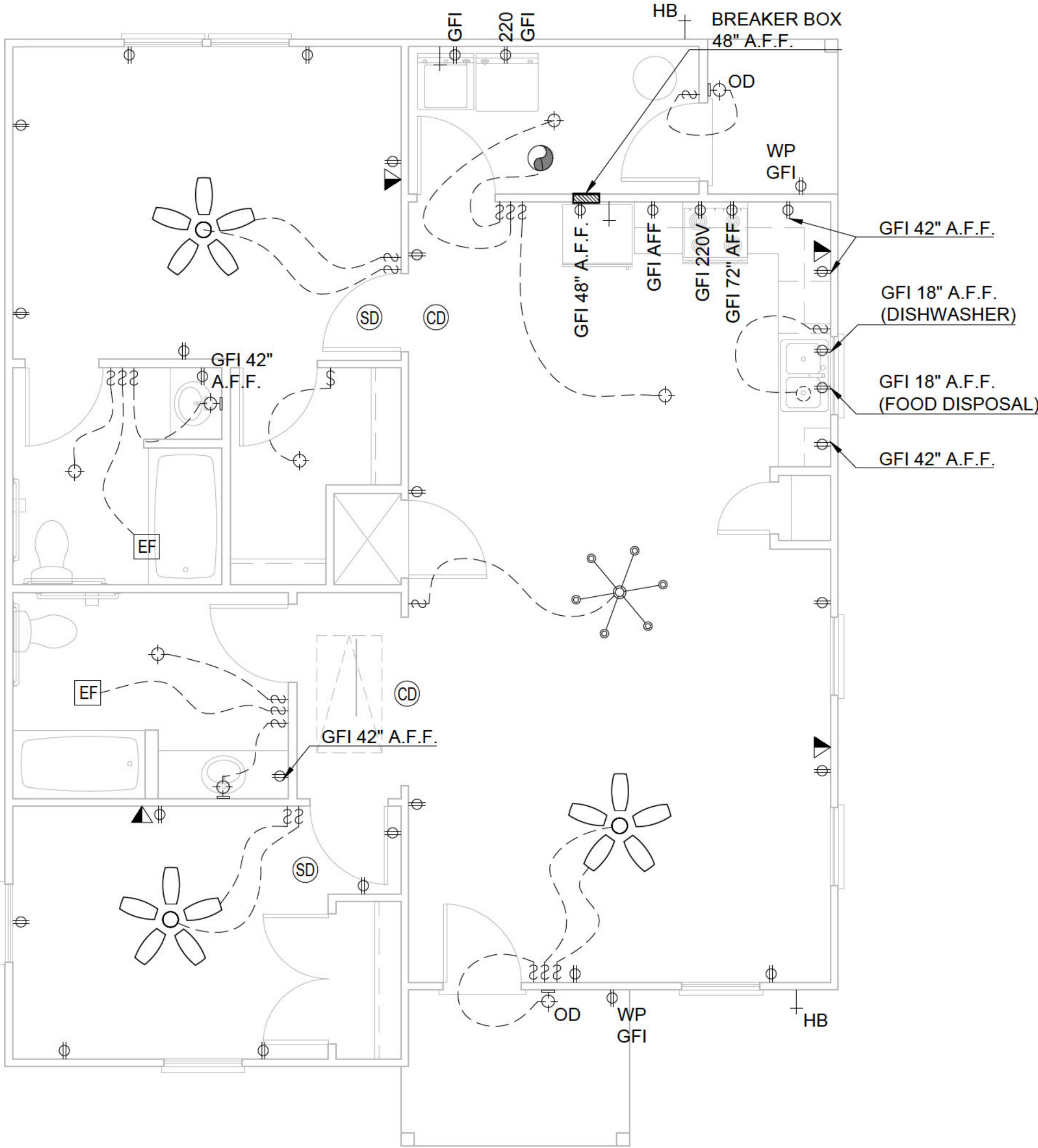
SQUARE FOOTAGE CALCULATIONS		
LOCATION	SQUARE FOOTAGE	REMARKS
FLOOR PLAN	1,184 SQFT	
FRONT PORCH	52 SQFT	
REAR PORCH	30 SQFT	

DOOR SCHEDULE			
MARK	QTY	DESCRIPTIONS	REMARKS
1	1	3'-0" X 6'-8"	EXTERIOR WITH PEEPHOLE
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	30" X 54" ATTIC ACCESS	350 POUND LADDER RATING
7	1	3'-0" X 6'-8"	SELF CLOSING WITH A MINIMUM OF 20 MINUTE FIRE RATING (VENTED)

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



FLOOR PLAN



ELECTRICAL PLAN



OPTION 1



OPTION 2



OPTION 3

FRONT ELEVATIONS (SIDING)
NOTE: ELEVATED HOMES TO BE CONSTRUCTED OUT OF WOOD FRAME CONSTRUCTION.



2 BED 2 BATH

POTTOK

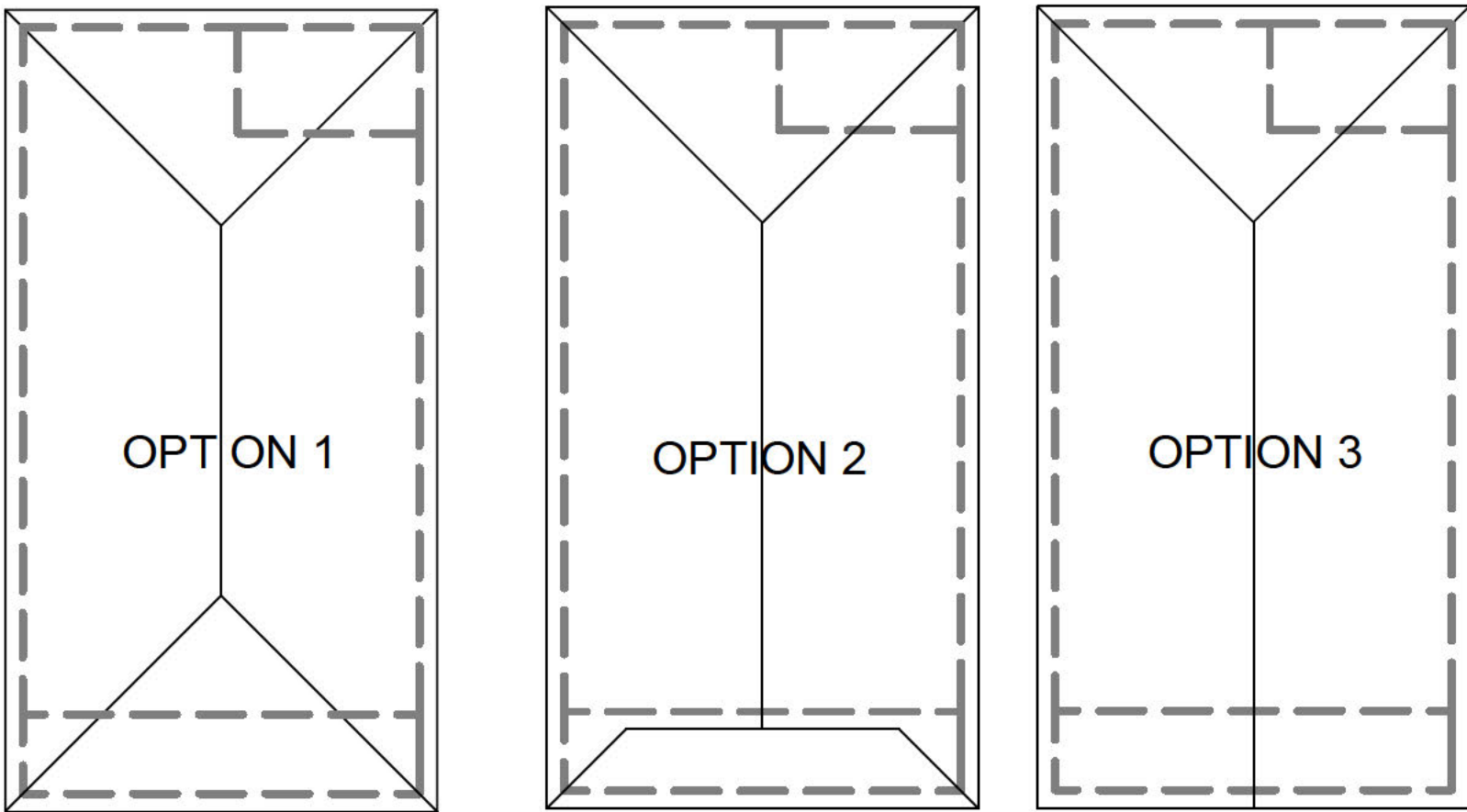
OPTIONAL STORAGE CLOSET OR A/C CLOSET NOTE. WHEN APPLICABLE USE SELF CLOSING DOOR WITH MINIMUM OF 20 MINUTE RATING (VENTED) REFER TO DOOR SCHEDULE

THIS HOUSE PLAN IS FOR THE SOLE PURPOSE AND USE FOR THE NORTH CAROLINA DIVISION OF COMMUNITY REVITALIZATION (DCR) AND THE HURRICANE HELENE 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.

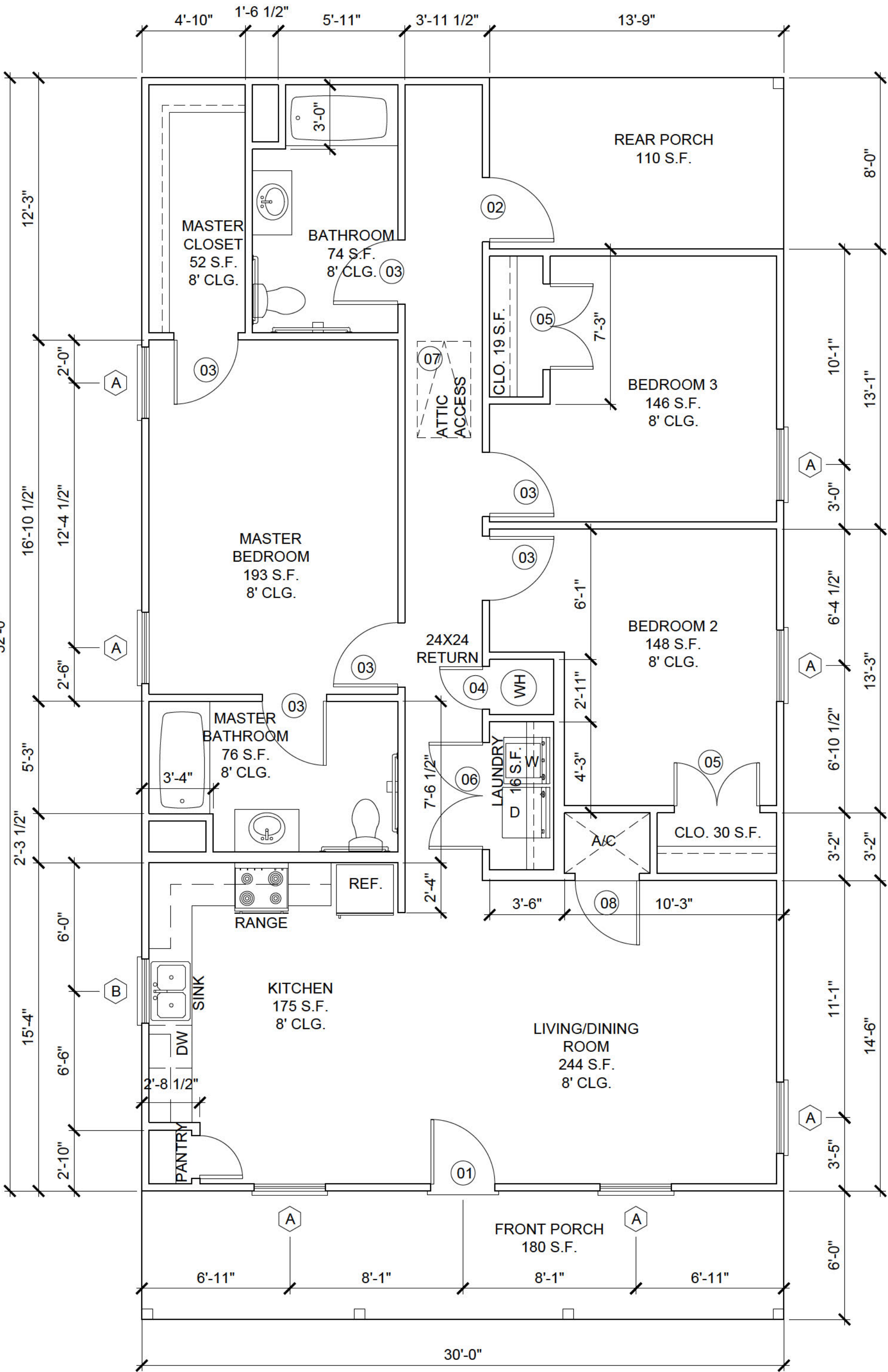
DOOR SCHEDULE			
MARK	QTY	DESCRIPTIONS	REMARKS
01	1	3'-0" X 6'-8"	EXTERIOR WITH PEEPHOLE
02	1	3'-0" X 6'-8"	EXTERIOR
03	6	3'-0" X 6'-8"	INTERIOR
04	1	2'-0" X 6'-8"	INTERIOR; VENTED WHEN GAS APPLIANCE
05	2	6'-0" X 6'-8"	DOUBLE DOORS
06	1	5'-0" X 6'-8"	DOUBLE DOORS
07	1	30" X 54" ATTIC ACCESS	350 POUND LADDER RATING
08	1	2'-8 X 6'-8"	VENTED

SQUARE FOOTAGE CALCULATIONS		
LOCATION	SQUARE FOOTAGE	REMARKS
FLOOR PLAN	1,450 S.F.	
FRONT PORCH	180 S.F.	
REAR PORCH	110 S.F.	

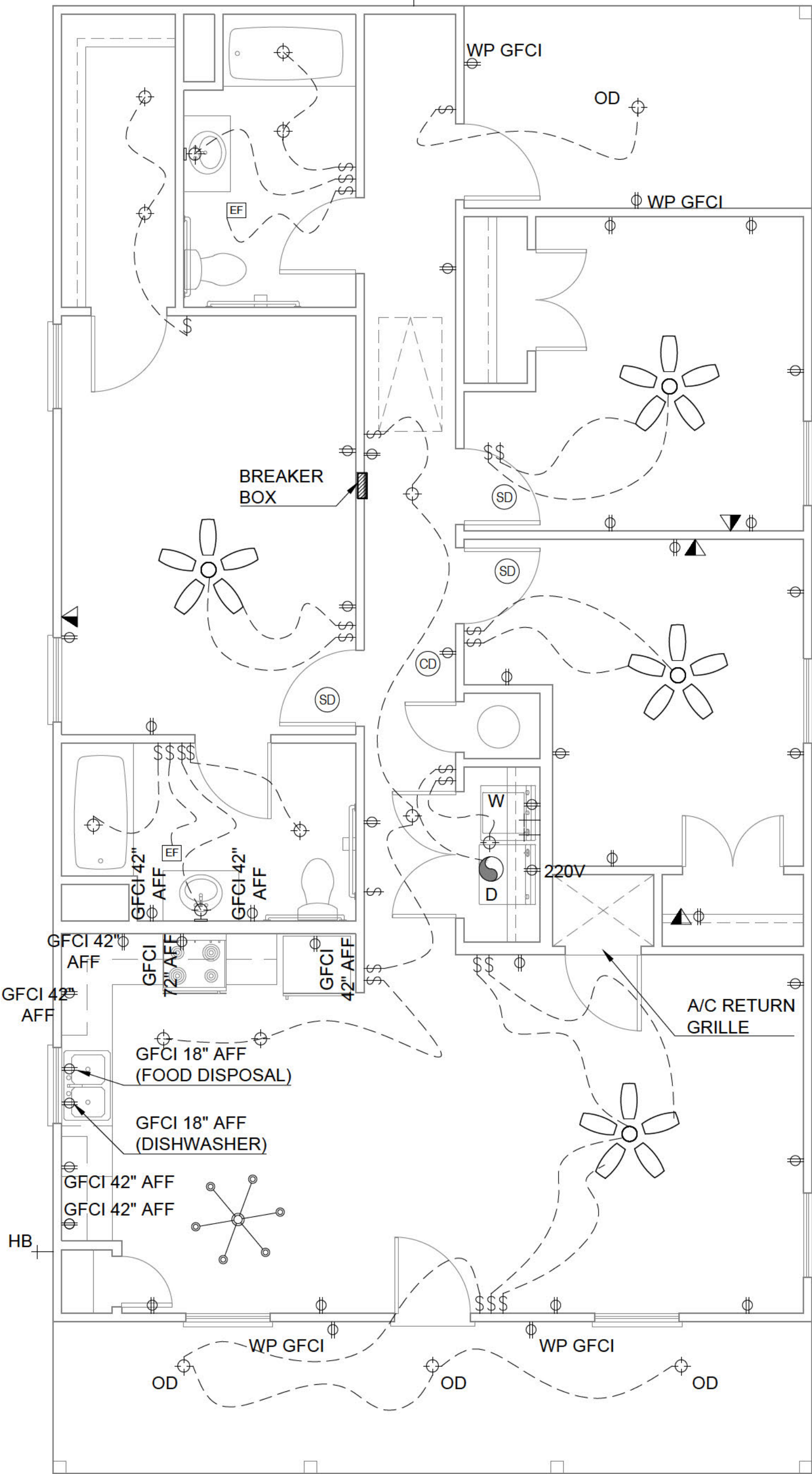
WINDOW SCHEDULE			
MARK	QTY.	DESCRIPTIONS	REMARKS
A	7	3'-4" X 5'-0"	SINGLE HUNG
B	1	3'-0 X 3'-0"	SINGLE HUNG



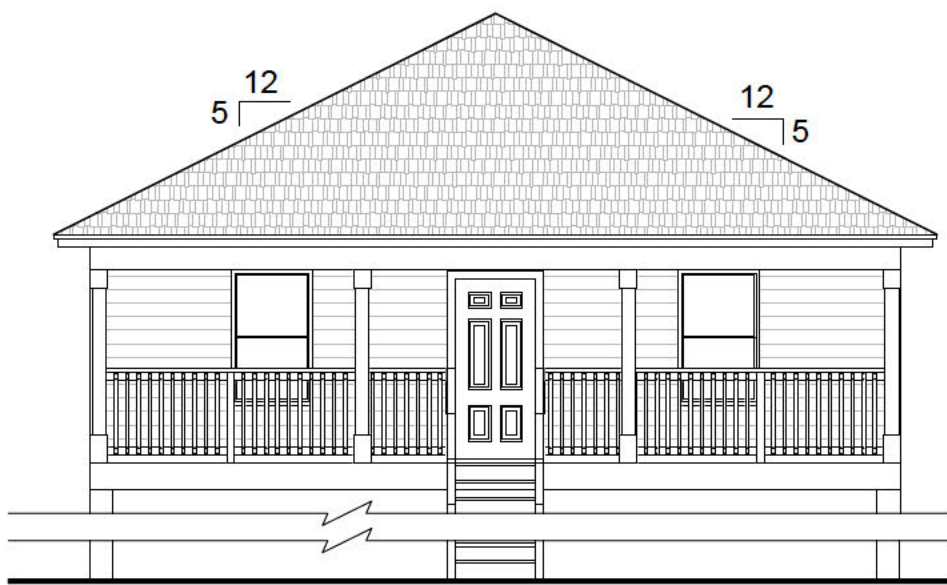
ROOF PLAN



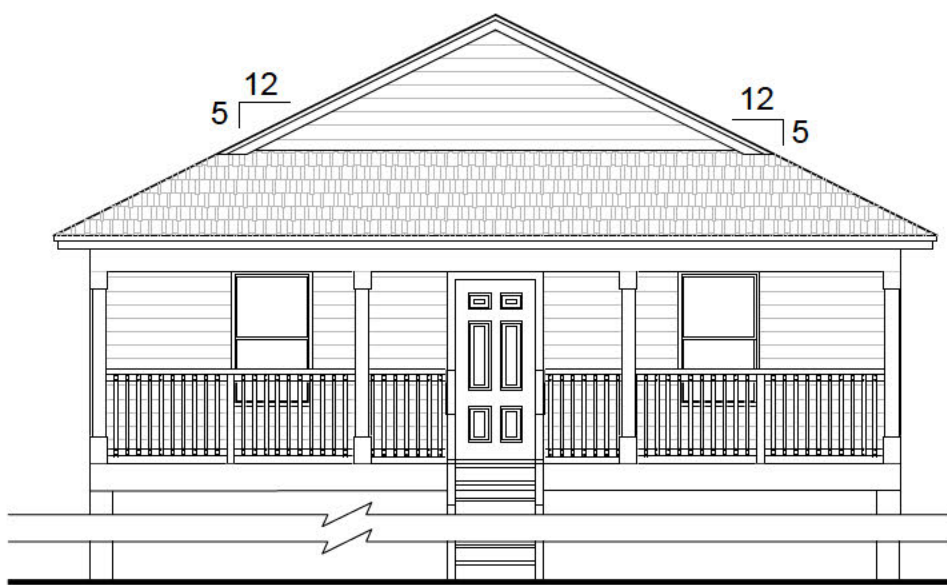
FLOOR PLAN



ELECTRICAL PLAN



OPTION 1



OPTION 2



OPTION 3

EXTERIOR ELEVATIONS (SIDING)

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



3 BED 2 BATH

SUMBA

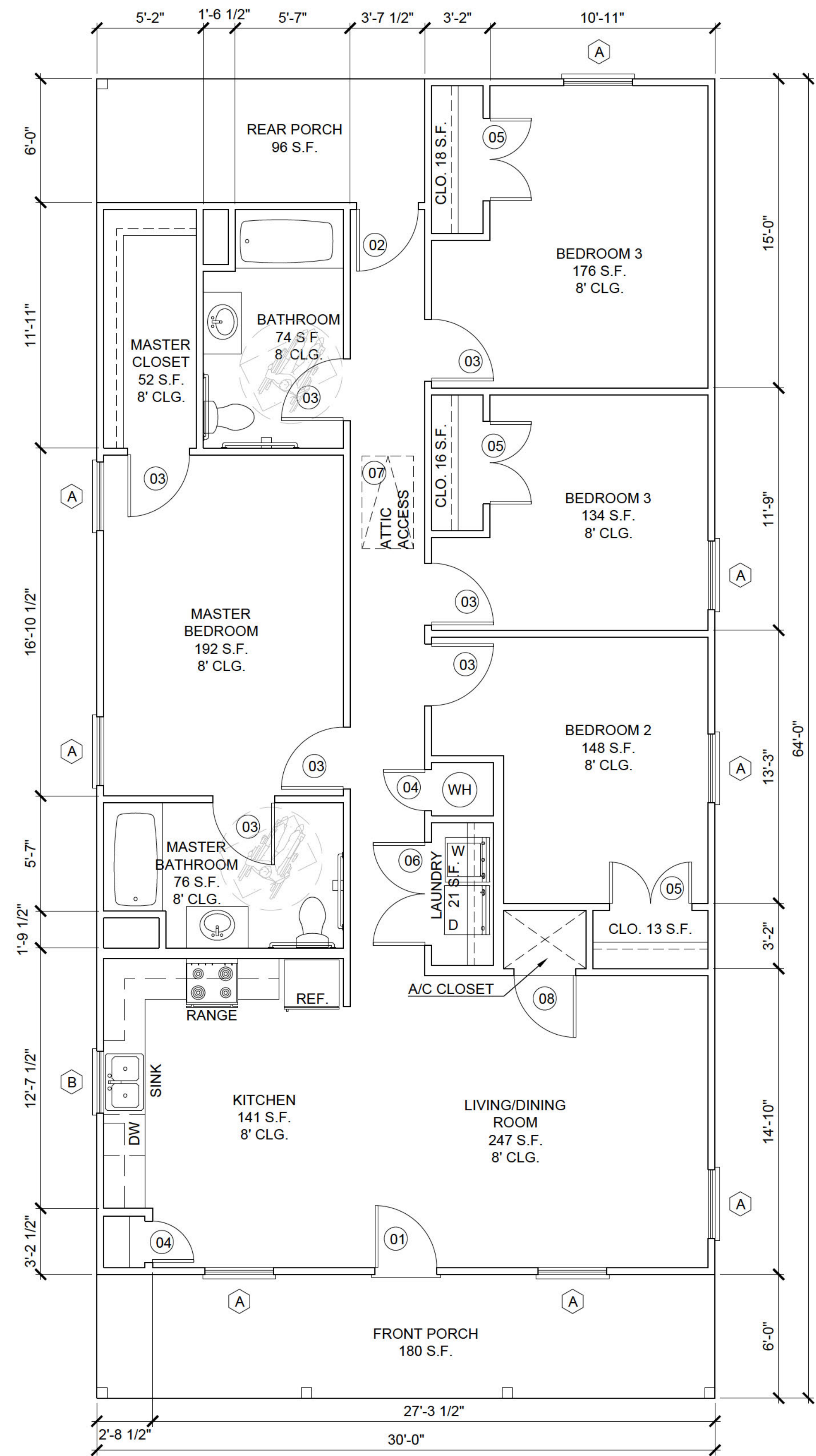
OPTIONAL STORAGE CLOSET OR A/C CLOSET NOTE. WHEN APPLICABLE USE SELF CLOSING DOOR WITH MINIMUM OF 20 MINUTE RATING (VENTED) REFER TO DOOR SCHEDULE

THIS HOUSE PLAN IS FOR THE SOLE PURPOSE AND USE FOR THE NORTH CAROLINA DIVISION OF COMMUNITY REVITALIZATION (DCR) AND THE HURRICANE HELENE 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.

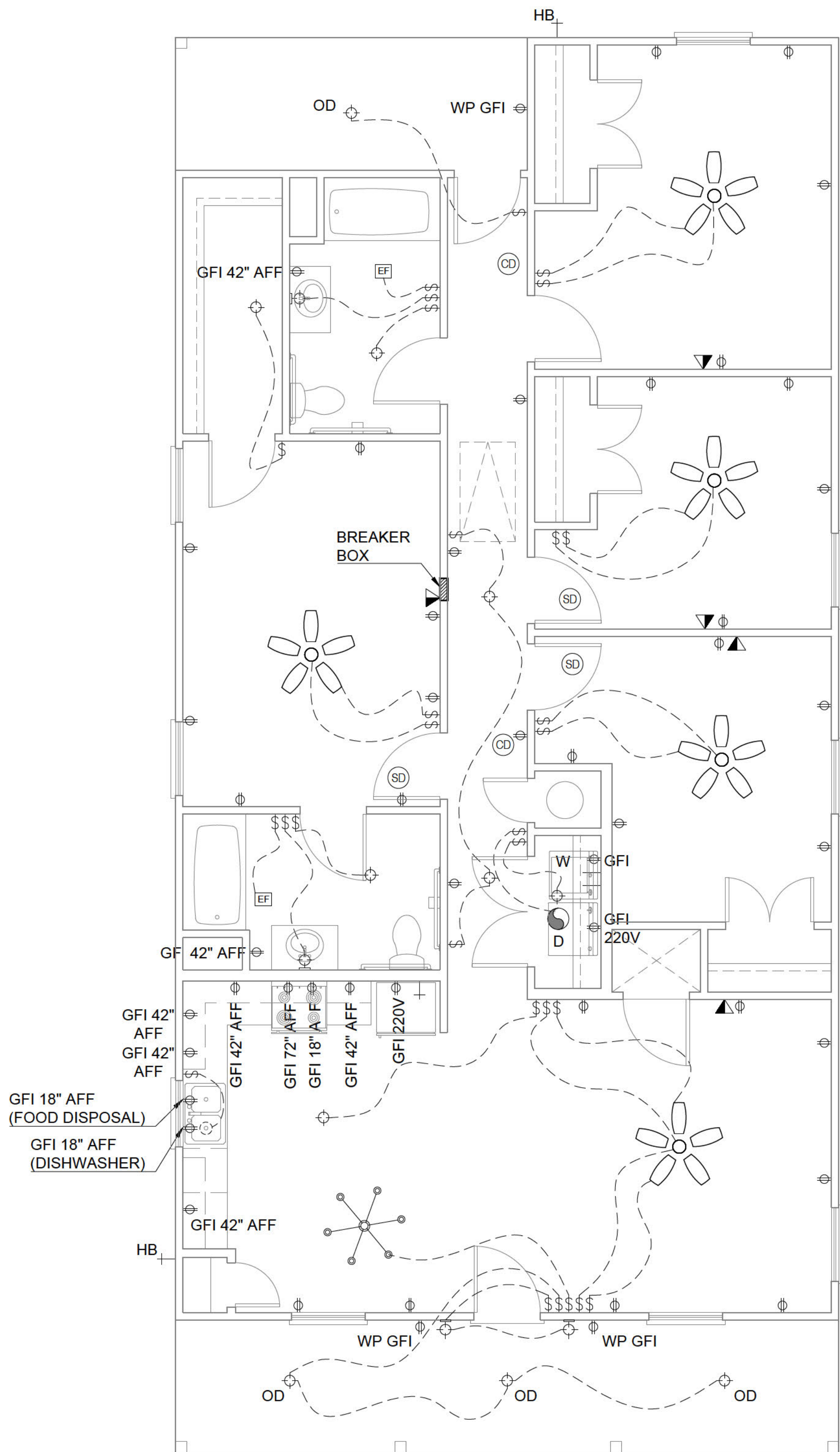
DOOR SCHEDULE			
MARK	QTY	DESCRIPTIONS	REMARKS
01	1	3'-0" X 6'-8"	EXTERIOR WITH PEEPHOLE
02	1	3'-0" X 6'-8"	EXTERIOR
03	7	3'-0" X 6'-8"	INTERIOR
04	2	2'-0" X 6'-8"	INTERIOR
05	3	6'-0" X 6'-8"	BI-FOLD
06	1	5'-0" X 6'-8"	BI-FOLD
07	1	30" X 54" ATTIC ACCESS	350 POUND LADDER RATING
08	1	3'-0" X 6'-8"	SELF CLOSING WITH A MINIMUM OF 20 MINUTE FIRE RATING (VENTED)

SQUARE FOOTAGE CALCULATIONS		
LOCATION	SQUARE FOOTAGE	REMARKS
FLOOR PLAN	1,645 S.F.	
FRONT PORCH	180 S.F.	
REAR PORCH	96 S.F.	

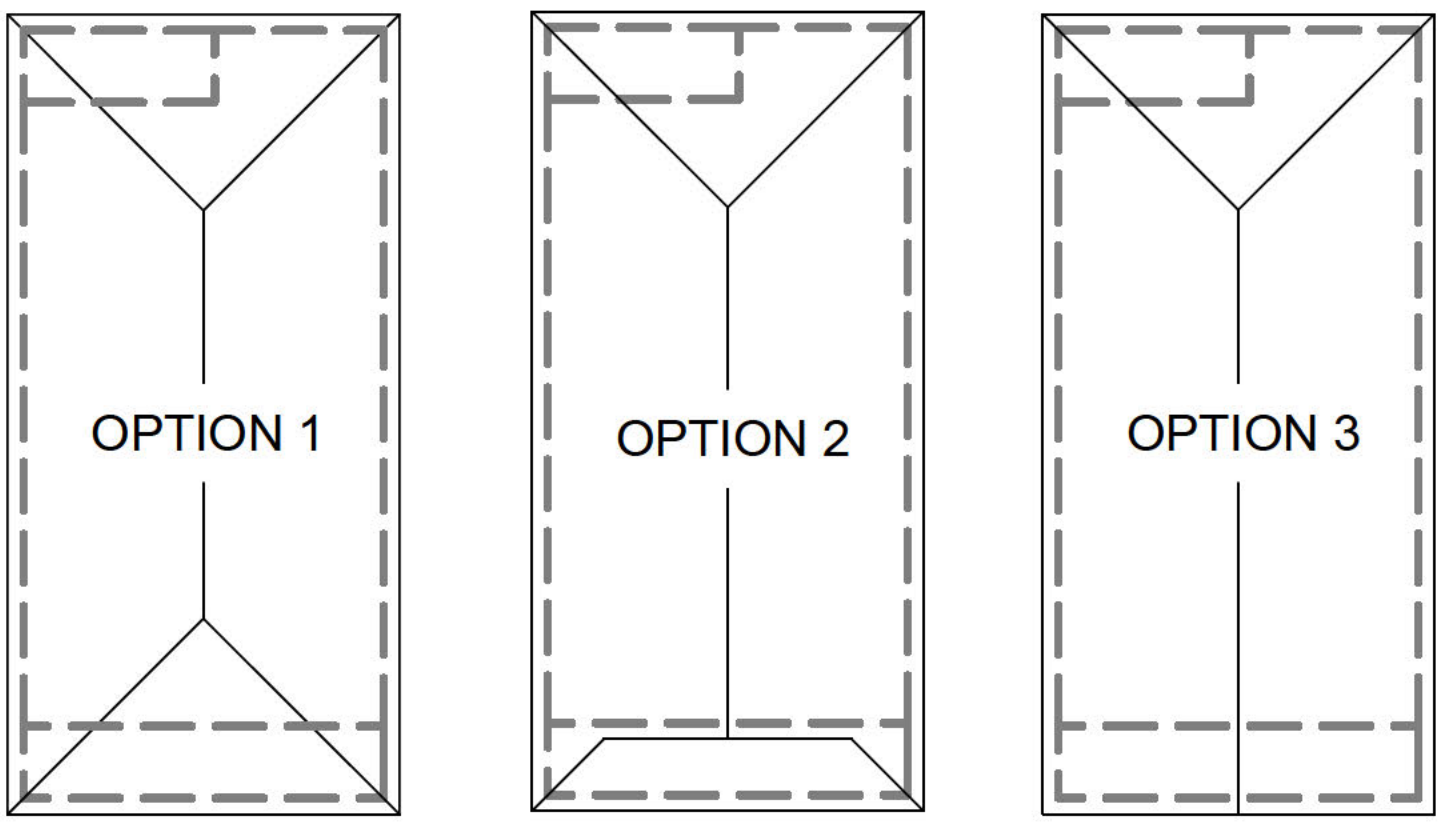
WINDOW SCHEDULE			
MARK	QTY.	DESCRIPTIONS	REMARKS
A	8	3'-4" X 5'-0"	SINGLE HUNG
B	1	3'-0 X 3'-0"	SINGLE HUNG



FLOOR PLAN



ELECTRICAL PLAN



ROOF PLAN



OPTION 1



OPTION 2



OPTION 3

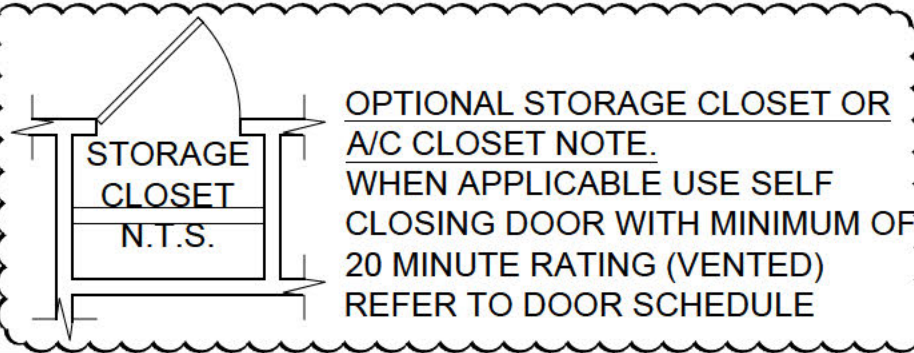
EXTERIOR ELEVATIONS (SIDING)

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



4 BED 2 BATH

HAFLINGER



THIS HOUSE PLAN IS FOR THE SOLE PURPOSE AND USE FOR THE NORTH CAROLINA DIVISION OF COMMUNITY REVITALIZATION (DCR) AND THE HURRICANE HELENE 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.

ATTACHMENT A: PROJECT TYPE(S) VENDOR PERFORM

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 Community Revitalization, a Vendor shall submit a written request to the Procurement Officer indicated on the cover page of the solicitation, angela.dunaway@commerce.nc.gov.

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:
2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

b) **The Vendor agrees to provide notice, in writing to the State, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other persons performing services under the Contract outside of the United States** ☒ YES ☐ NO

NOTE: All Vendor or sub-Contractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall** disclose to inbound callers the location from which the call or contact center services are being provided.

c) **Identify all U.S. locations at which performance will occur:**

Project Management Office: 2 Trident Drive, Arden, NC 28704
1910 South Boulevard, Ste. 220, Charlotte, NC 28203
Contact Administration Office: 1813 Frederica Road, Saint Simons Island, GA 31522
Contact/Call Center: 11740 SW 80th Street, Miami, FL 33183

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, Disaster South, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Vendor's Authorized Official

Vassa Cate, President

Name and Title of Vendor's Authorized Official

9/22/2025

Date

ATTACHMENT G: DISCLOSURE OF LOBBYING ACTIVITIES

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

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: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> 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): <p style="text-align: center;">** NO LOBBYING TO REPORT **</p>	
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: <u>VASSA CATE</u> Title: <u>PRESIDENT, DISASTER SOUTH LLC</u> Telephone No.: <u>912-269-7645</u> Date: <u>9-22-2025</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

ATTACHMENT H: EXPERIENCE, QUALIFICATIONS, REFERENCES

Complete one form for each of up to three (3) examples of CDBG-DR housing engagements delivered by the proposing General Contractor (prime contractor). Subcontractor qualifications will not be considered. Client Points of Contact must have an adequate understanding of the services delivered.

Example 1: CDBG-DR Housing Engagements Delivered	
Client Name:	City of Lake Charles, Louisiana - Services Provided by Courage Idusuyi, Program Manager
Program:	Housing Rehabilitation Recovery Program (HOME) 2022 - Present
Client Point of Contact:	Mark Tizano, Community Development Director
POC Contact Information (email and phone):	mark.tizano@cityoglc.us 337-491-1272
Total Number of Homes Completed:	200+
Brief Description of Services Rendered:	The HRRP has assisted homeowners and landlords with financial aid for rehabilitation or reconstruction of over 200 single-family homes affected by Hurricanes Laura, Delta and the May 2021 flooding event. The primary program funding source has been CDGB-DR, as well as the HOME Investment Partnership Program, and the National Housing Trust Fund As Project Manager, developed and implemented the outreach plan, conducted community meetings, and developed the housing program guidelines to govern the homeowner and rental rehabilitation program. Total Project: \$12M+



CITY OF LAKE CHARLES

NICHOLAS E. HUNTER
MAYOR

326 Pujoe Street • P.O. Box 900
Lake Charles, LA 70602-0900
(337) 491-1440 • FAX (337) 491-1437

COMMUNITY DEVELOPMENT
MARK TIZANO, DIRECTOR

Mark Tizano
Community Development Director
City of Lake Charles
mark.tizano@cityoflc.us

March 25, 2025

Letter of Recommendation

To Whom It May Concern,

I am pleased to write this letter of recommendation for Courage Idusuyi, who served as the Project Manager for the Lake Charles Housing Program. During his tenure, Courage demonstrated exceptional leadership, strategic planning, and execution skills that were instrumental in the program's success.

Courage managed every aspect of the project with unwavering professionalism and diligence. From coordinating with local government agencies to overseeing contractors and ensuring that timelines and budgets were met, his performance consistently exceeded expectations. Under his guidance, the project not only met its deliverables but did so with a level of quality and community engagement that has set a new benchmark for similar initiatives.

What sets Courage apart is his ability to balance big-picture thinking with attention to detail. He possesses a rare combination of technical knowledge, interpersonal skills, and a deep commitment to community development. His proactive communication style and problem-solving mindset earned him the respect of stakeholders at every level.

The Lake Charles Housing Program was a complex undertaking, yet Courage led with calm confidence, even under pressure. His dedication to ensuring that the project served the residents of Lake Charles with integrity and excellence was truly inspiring.

I wholeheartedly recommend Courage Idusuyi for any future leadership role in project management or community development. He is a consummate professional and a tremendous asset to any team.

Sincerely,

Mark Tizano
Community Development Director
City of Lake Charles

United for Progress and Prosperity

Example 2: CDBG-DR Housing Engagements Delivered	
Client Name:	Galveston County, Texas - Services Provided by Courage Idusuyi, Program Manager
Program:	Texas GLO Program 2019-2022
Client Point of Contact:	Elizabeth Thomas, Grants Administrator Manager
POC Contact Information (email and phone):	elizabeth.thomas@tx.us 409-770-5355
Total Number of Homes Completed:	Approx. 1,200
Brief Description of Services Rendered:	Supervised a team of 30 inspectors performing inspections for GLO residential repair programs across multiple Texas counties through initiatives involving allocation of \$137 million of CDBG-DR funds from the U.S. Department of Housing and Urban Development (HUD), and managed a team on Construction Technical Assistance tasked with conducting progress inspections on residential repair projects. Inspectors tracked that the scope of work was being complete in accordance with the project scope and timelines and in accordance with overall program policy and procedure. Supervised a team of 10 Construction & TREC inspectors. Designed and implemented a database to track and manage information and workflows associated with the inspections.

Example 3: CDBG-DR Housing Engagements Delivered	
Client Name:	Villages at Beaver Dam Creek, Services Provided by Reginal Barner, Sr., Senior Vice President
Program:	LIHTC-Rental, CDBG-HOME
Client Point of Contact:	Chanosa Lawton, Chief Executive Officer
POC Contact Information (email and phone):	clawton@aikenhousing.org 803-649-6673
Total Number of Homes Completed:	32 Housing Units
Brief Description of Services Rendered:	Acquisition of land, new construction of single-family units, recruitment and placement of eligible tenants, property management. Total Project: \$2,051,083.00

ATTACHMENT I: SURETY LETTER EXAMPLE

Below is an example of a surety letter. Vendor MUST provide a surety letter with the Solicitation Response (see Section 4.9).

Surety Letter EXAMPLE

Surety Company Name
Surety Company Address
Surety Company Phone Number

Date [Current date]

State of North Carolina
Department of Commerce
Division of Community Revitalization

Re: [Insert the RFP Number Here]

To Whom It May Concern:

It has been the privilege of [Name of Surety Company] to provide surety bonds for [Name of the Vendor submitting an offer to this RFP]. They currently possess a single bond capacity of \$[Dollar Amount] and an aggregate bond capacity of \$[Dollar Amount].

It is our opinion that [Name of the Vendor submitting an offer to this RFP] is an outstanding contractor and we consider them to be a valued client in whom we have great confidence. At their request, we will give favorable consideration to providing required performance and payment bonds.

Please note that the decision to issue performance and payment bonds is a matter between [Name of the Vendor submitting an offer to this RFP] and [Name of Surety Company], and will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

[Name of Surety Company] is an A++ A.M. Best rated insurance company. If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

[Signature of the Attorney-in-Fact]

Typed Name of Person
Attorney-in-Fact

ATTACHMENT J: ADDENDUM RFP #Doc1539254856

Below are the questions and answers in response to solicitation number Doc1539254856, the previous solicitation. Note that some of the questions and answers regarding submitting plan sets and negotiating pricing do not apply to this solicitation.

	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	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

		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?	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 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.	DCR will consider geographic clustering for builder assignments if it aligns with the 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."	The implementation vendor will assign projects in accordance with their construction management strategy. The strategy will be communicated to the builders

		<p>What will be the methodology used by DCR or the implementation vendor to assign work to general contractors?</p> <p>Will this methodology or scorecard be shared with the general contractors?</p> <p>Will DCR or the implementation vendor award contractors with more assignments for completing homes under the contractual deadlines?</p>	and updated regularly based on performance and capacity.
21	3.1 Method of Award, Page 11	<p>“The State intends to select up to 25 of the most qualified Vendors. Once a pool of the most qualified Vendors is identified, the State will then engage in a Best and Final Offer (BAFO) negotiation phase. Vendors who intend to perform reconstruction projects will be asked for reconstruction plan sets as part of the BAFO process. Plans sets may include traditional Stick-Built construction or modular construction. Costs for all project types will be negotiated during that process as well.”</p> <p>Are construction plan sets required to be submitted with the response to this RFP? Or will they be required only if the contractor is selected to participate in the BAFO negotiation phase.</p>	See answer to Question #1.
22	5.2.2 Repair Scope of Work, Page 23	<p>“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”</p> <p>Are architectural and house plan renderings to be required on every repair project or only if required by the jurisdiction.</p>	Renderings are only necessary if required by the jurisdiction.
23	5.2.3 Size and New Unit Configuration, Page 24	<p>“Which standard floorplan the applicant receives is based on DCR policy”</p> <p>How many “Standard floorplans” does the program plan on including in the program? Is it the programs intent to keep the number of standard floorplans to a minimum? Will the</p>	DCR will limit the number of floor plans selected. Plans for two or more story homes will only be considered in site limiting circumstances with no other alternatives.

		program consider two or more story homes?	
24	5.4 Additional Requirements, Page 30	<p>"Meet with the program and individual property owners to review the Scope of Work to be performed, including establishing a work schedule acceptable to property owners and reviewing work upon final inspection."</p> <p>What will the program's policy be towards homeowner access to the property during construction? Will homeowners be attending the program inspections? Will homeowners determine quality standards, or will quality standards only be upheld by DCR and the implementation vendor?</p>	Builders should establish safe practices for homeowner access to their property. Homeowners are not required to attend or approve program inspections or quality standards.
25	2.4 RFP Schedule, Page 7 2.6 Proposal Questions, Page 8	To allow proper consideration, review, and question submittal, please extend all dates by one week, starting with extending submittals of RFIs until May 5.	The RFP Schedule remains as indicated in the Solicitation.
26	2.8 Proposal Contents, Page 10 7.4 Key Staffing Profile Page 33	Are resumes exempt from the page count?	See answer to Question #3.
27	2.8 Proposal Contents, Page 10 7.9 Safety Information, Page 35 7.10 Quality Control Program, Page 35	Are the Safety & Quality Manuals required with submission?	<p>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 are not required to submit with their offer their Safety Manual; however, vendors are welcome to provide it with their offer submission. If the safety manual is not provided with offer submission; if awarded a contract, the safety manual must be provided.</p> <p>Per 7.10 Quality Control Program, "A copy of Vendor's quality control manual may be required. <u>The quality control manual will</u></p>

			<u>become part of the Contract if Vendor's Solicitation Response is selected.</u> " 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, rather than offering stick-built reconstruction as an option?	If vendors submit modular plan sets for DCR consideration and if 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?	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.

		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?	
32	5.4 Additional Requirements, Page 30	<p>"The initial meeting between the general contractor, applicant and Program will be done through a preconstruction meeting at one of the Program offices located within the Western North Carolina Hurricane Helene impacted counties area."</p> <p>Is an in-person preconstruction meeting required between the applicant and Vendor Representative before each site evaluation?</p> <p>Are there any other face-to-face meetings requirements?</p> <p>"Assist homeowners in vacating their damaged home." Will the state provide pods or the funds to purchase the pods for assistance?</p>	<p>In person meetings are encouraged for each site evaluation, but DCR will consider alternative approaches that accelerate recovery or improve applicant service.</p> <p>The implementation vendor will scope pods or temporary storage facilities for each applicant.</p>
33	<p>4.1 Minimum Qualifications, Pages 15-16</p> <p>7.0 Required Vendor Information, Pages 32-36</p>	<p>Do you want the Evaluation Criteria to refer to the relevant responses within 4.1 Minimum Qualifications and 7.0 Required Vendor Information, or are standalone responses for each of the Evaluation Criteria requested?</p> <p>For example, 3.4, a, ii Financial Stability and Solvency could refer to 4.1 Financial Solvency and Stability and 7.8 Annual Report, or we could provide a narrative response to 3.4.</p> <p>In the interest of not submitting a voluminous proposal, we want to avoid duplicative responses in multiple sections unless explicitly requested.</p>	<p>Standalone responses for each of the Evaluation Criteria are not required or expected. The Evaluation Criteria are intended to communicate to Vendors how DCR will evaluate Vendors' responses and are based on the specifications elsewhere in the RFP.</p>
34	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	Vendor must provide a key staffing profile and résumés for staff that will be responsible for the day-to-day performance of the services required under this Solicitation.

		<p>North Carolina Hurricane Helene recovery area.”</p> <p>Are we providing their personal résumés or are we providing just their name, contact information and their job description?</p>	<p>Vendor must identify which employees, including if applicable the Project Manager, will be physically located in the responding area as regular face-to-face meetings with the program and applicants will be required (i.e., mandatory preconstruction meetings with applicants for each application).</p> <p>Key staff must include the following (DCR prefers for the three referenced positions to be held by three separate individuals qualified to perform each role):</p> <ul style="list-style-type: none"> -Project Manager -Superintendent (s) -Warranty Coordinator
35	7.5 References, Page 34	<p>“Vendor shall provide a minimum of three references for projects of similar type and size performed within the last five years, preferably for state and/or local government entities. DCR reserves the right to check references prior to making any award hereunder. Any negative responses received may be grounds for disqualification of the proposal. DCR reserves the right to contact programs other than those listed by the Vendor in which DCR knows the Vendor participated.”</p> <p>Can we provide more than three references even if they are in the same state/local government entity, where we have been assigned/contracted to complete projects from demo, abatement, rehabilitation, MHU replacement, reconstruction and elevation projects?</p>	<p>Vendor shall provide a minimum of three references for projects of similar type and size performed within the last five years, preferably for state and/or local government entities.</p>
36	7.13 Reconstruction Plan Sets (for Vendors seeking to perform reconstruction projects), Page 36	<p>“Provide examples of single-family construction projects where you have provided the plan sets and specifications; DCR is specifically interested in examples of any CDBG-DR work where you have provided the plan sets and specifications. During the BAFO process, Vendors who intend to</p>	<p>See answer to Question #1.</p> <p>Plan sets are not to be submitted at this time; just identify projects where you have provided those.</p>

		<p>perform reconstruction projects may submit reconstruction plan sets of single-family homes, including options for Stick-Built or Modular homes, for consideration by the program for use in the reconstruction phase of the program. The Contractor must obtain permission from the designers for free reuse by the program by any contractor selected by the Program.”</p> <p>Do you want the entire plan set, or just an overview? Is that outside of our 20 page limit when submitting our RFP?</p>	
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 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.	Vinyl siding is an acceptable cladding.
38	7.0 REQUIRED VENDOR INFORMATION 7.8 Annual Report, Page 35	Can privately-held companies submit financials under a separate cover for confidentiality?	<p>Per 2.7 PROPOSAL SUBMITTAL, “If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal.”</p> <p>In eProcurement Sourcing there are two fields for Vendors to upload files – UNREDACTED offer and REDACTED offer. Please also see Attachment B, No. 27, page 44 for instructions on marking pages and content confidential. The REDACTED version should be a document that can be made public once an award is made.</p>
39	5.2 TASKS/ DELIVERABLES 5.2.3 Reconstruction Scope of Work, Page 26	Please verify that the DCR Implementation vendor will perform LBP testing, and the CM will be responsible for the Asbestos testing as necessary?	The implementation vendor will perform lead based paint testing and the vendor will be responsible for all other testing required by the jurisdiction.

40	5.2 TASKS/ DELIVERABLES 5.2.3 Reconstruction Scope of Work, Page 21	Will a damage assessment and feasibility analysis be performed prior to assignment?	Yes.
41	5.2 TASKS/ DELIVERABLES 5.2.2 Repair Scope of Work, Pages 20-24	In our experience when both the implementation vendor and CM do not perform the scope assessments together, the scope assessment tends to be performed at the substantial and final milestones inspections. Please verify that both the DCR Implementation vendor and CM perform an assessment together to obtain the SOW?	The implementation vendor is the construction manager. The implementation vendor will perform the scope assessment and assign the scope to the building vendor.
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	DCR will consider exceptions to the timeline in accordance with the implementation vendor's construction management strategy. In general, additional

		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.	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 consideration by the program for use in the reconstruction phase of the program."	It is estimated Vendors will be provided 7 days to respond to the BAFO.

		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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VENDOR RESPONSE TO SECTION 7

7.1 VENDOR INFORMATION

Introduction and Overview

Disaster South, LLC (Disaster South) is pleased to submit this proposal in response to the NC Department of Commerce's Request for Proposals for the Hurricane Helene Housing Replacement Program. Our proposed team is comprised of executive leaders, project managers, superintendents, subcontractors, and suppliers who possess abundant residential construction expertise offering exceptional capacity for scheduling, managing and performance of demolition, rehabilitation, and reconstruction of damaged homes.

Disaster South holds general contractor licenses in Florida, Georgia, and South Carolina. Our Team's dedicated Construction Project Manager, Mark Houston holds the requisite qualifications and licensure as a general contractor in North Carolina. In addition, Disaster South is in the process of providing additional staff to qualify our company in North Carolina as general contractors in advance of any work beginning. We will be licensed in all trades within NC prior to the start of work.

As we detail in Section 4, our proposed key staff members for this project have over 250 years of combined residential construction experience and have been involved with the construction of thousands of residential homes. The Disaster South offer is for performance of Project Type 2, Rehabilitation and Reconstruction projects only.

Our team also includes members who have successfully completed numerous projects under the Community Development Block Grant – Disaster Recovery (CDBG-DR) program, including the rehabilitation, reconstruction, and replacement of single-family homes impacted by natural disasters. We have worked closely with state and local agencies to meet urgent housing needs in compliance with HUD guidelines, environmental regulations, and local building codes.

Through this proposal, we affirm our commitment and capacity to manage and coordinate the full lifecycle of residential construction projects as described in this solicitation. We understand the urgency and complexity of post-disaster housing recovery and are prepared to mobilize experienced personnel, established subcontractor networks, and efficient project management systems to meet the program's period of performance and quality expectations.

Residential and CDBG-DR Experience and Qualifications

Vassa Cate, President and **Kelly Mahoney, Vice President** are the owners of **Disaster South**. They will provide executive leadership and support to our proposed team. Each has over 20 years of individual experience in residential construction and development.

- Mr. Cate has over 30 years of experience with all facets of residential construction and site work. Since 2012, he has completed over 5,000 single-family homes throughout the Southeast.
- Mr. Mahoney has over 22 years of single and multi-family contracting and development experience specifically involving "workforce" housing. In total, he has worked as a prime contractor of more than 17,000 residential units representing over \$3 billion in development.

Disaster South Executive Program Manager Courage Idusuyi will serve our team as Program Manager. Courage has over 18 years of project management experience which includes single-family and multi-family housing projects funded through HUD's CDBG-DR Program. Since April 2022, he has served as Project Manager for the City of Lake Charles Housing Rehabilitation Recovery program (HRRP) providing for the rehabilitation or reconstruction of over 200 homes affected by Hurricanes Laura, Delta, and the May 2021 flooding events. For the previous three years he served as Project Manager for the Texas General Land Office residential repair programs involving \$137 million in CDBG-DR funds.

Disaster South's Senior Vice President Reginal Barner has over 30 years of community development and affordable housing experience. He will be a part of our team's corporate support network specifically for his past involvement on federal programs administered by HUD such as CDBG and the Home Investment Partnerships Program (HOME).

Mrs. Idusuyi and Barner will be specifically responsible for meeting administrative and reporting requirements of the program so that Construction Project Manager Marc Houston can provide undivided attention to managing planning, permitting, supplier, and construction activities.

Experience in Single-Family Residential Construction/Reconstruction

The following residential communities of Chapel Crossing, Cottage Grove and Autumn Woods are representative of homes completed between 120 days and 150 days by our Team.

Chapel Crossing – Brunswick, GA:

- 125 Single-Family Townhomes completed in less than 150 days.
- 124 Duplex Homes
- 325 Unit Apartment Complexes

Cottage Grove, Brunswick, GA:

- 124 Single-Family Homes (1500+ square feet) each completed in less than 150 days.

Autumn Woods – Brunswick, GA:

- 164 Single-Family Homes (1500+ square feet) each completed in less than 150 days.

All demolition projects were completed within 30 days.

Disaster South ensures working appliances for new homes and their occupants by ordering 10% overage so appliances are simply replaced immediately if defective without long wait times for replacement or repair.

Experience in Historical Property Restoration

Our Team's Vice President Kelly Mahoney possesses eight years of historic renovation project experience including successful completion of EPA Certified Renovator training in 2012-2013, which included Lead Paint Abatement classification.

Mr. Mahoney was awarded the Morgan County Historical Society Hicky Award in 2013 for extraordinary historic home rehabilitation of the Thomaston House, an 1850 Antebellum estate in the heart of Madison Georgia's Historic District. This highly acclaimed project included extensive mold, fire/smoke, asbestos, and lead paint remediation. The painstakingly detailed process to bring the estate back to life took nearly two years, and involved all facets of historic remodeling as well as sourcing antique construction materials such as stair parts, doors, windows, railings, and moldings. Mr. Mahoney took great pride in ensuring the project would allow the home to live on for future generations. APPROXIMATE COST: \$350,000

Additionally, in 2014, Mr. Mahoney took on a project involving historic redevelopment on an entire street in Madison, Georgia. Mr. Mahoney was integral in constructing lot 10 of Candler Lane, a cul-de-sac development that exemplifies Madison's commitment to preserving historical design and streetscape that reflects its historic past. The project created a cohesive historical atmosphere and was compatible with the quality living community in the town. APPROXIMATE COST: \$400,000



Another notable historic renovation project Mr. Mahoney completed in 2013 was 2052 Westminster Way, in Atlanta, Georgia. Originally built in 1941, Mr. Mahoney completed a comprehensive reconstruction and addition adhering to historic design guidelines and regulations. The project had to be completely remediated for lead paint and asbestos, and involved coordinating with numerous specialty vendors, municipal divisions, and architectural boards. The project was a success, and Mr. Mahoney sold the home to a deserving family. APPROXIMATE COST: \$280,000

Finally, in 2019, Mr. Mahoney developed Wellbridge Madison, a historic Craftsman inspired senior living community in Madison, Georgia. The project includes 300+ units on 73 acres and is modeled after aspects of the historic district in Madison, GA. Mr. Mahoney's passion for historic preservation was at the forefront of design and development of this renowned community and Mr. Mahoney looks forward to his team carrying out other historically significant projects that merge the past and present. APPROXIMATE COST: \$20+ MILLION.

Regulatory Compliance and Technical Proficiency

Our team includes people whose professional experience is ideally suited to performing rehabilitation and reconstruction activities that are compliant with HUD standards and CDBG-DR funding requirements. The understanding and experience of Program Manager Courage Idusuyi for regulatory compliance is bolstered by the support of our assigned Quality Control Program Manager Kathy Rivers. Kathy has over 25 years of experience managing the full spectrum of federal grant compliance. She previously served as the Director of Community Development for Spartanburg, South Carolina. In this capacity she was responsible for administering over \$50 million in CDBG and HOME grants that provided funding for demolition, rehabilitation, and new construction projects. Together, they will ensure our team properly manages compliance with HUD regulations, particularly those governing the CDBG-DR program, including:

- 24 CFR Part 570: Governs CDBG program activities, national objectives, and eligibility.
- 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly referred to as the Uniform Guidance).
- Environmental Review Compliance under 24 CFR Part 58, particularly for activities affecting historical properties, floodplains, and other protected areas.
- Fair Housing and Civil Rights: Compliance with the Fair Housing Act, Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act (ADA).
- Section 3 of the Housing and Urban Development Act of 1968: Requires vendors to provide job training, employment, and contract opportunities to low- or very-low-income residents to the greatest extent feasible.

The Disaster South Team has previously performed demolition and rehabilitation of pre-1978 homes, and we understand how to comply with HUD's Lead Safe Housing Rule (24 CFR Part 35) and any relevant EPA Renovation, Repair and Painting (RRP) Rule provisions. When lead-based paint has been identified via inspection or risk assessment, we will:

- Provide required lead hazard information pamphlets to residents.
- Implementing safe work practices, interim controls, or abatement where required.
- Ensuring certified workers and supervisors conduct lead-related work.
- Perform clearance testing after work to ensure lead hazards have been mitigated.
- *As may be required, we will also perform asbestos abatement and mitigation activities.*

Our team is also experienced complying with Davis-Bacon and Related Acts and meeting prevailing wage requirements. This includes every subcontractor that meets these requirements. We have dedicated personnel responsible for assembling, maintaining, and submitting certified payrolls and labor compliance records as required.

Commitment to secure and/or maintain office space within Western North Carolina. The Disaster South team identified a prospective office within the affect areas for use during the program. It is located at:

2 Trident Drive, Arden, NC 28704; and we currently have an operational affiliate office located at:

1910 South Boulevard, Suite 220, Charlotte, NC 28203.

If additional space is needed, the Disaster South team will secure office space in the hurricane impacted areas for the duration of the project.

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7.2 COMPANY NARRATIVE

Disaster South is a premier construction and disaster recovery firm specializing in post-disaster demolition, rehabilitation, and construction services for both single-family and multi-family homes, as well as commercial and public structures. With unmatched regional expertise and deep operational capacity, Disaster South is fully equipped to respond swiftly and effectively to the recovery needs following Hurricane Helene.

Proven Capability Across North Carolina

Disaster South has the logistical reach and strategic partnerships to mobilize rapidly across all 39 affected counties in North Carolina. **Our workforce includes a network of over 7,000 subcontractors, employees, and suppliers, enabling large-scale deployment for critical recovery work.**

- Over **4,000 residential units** completed in 2024.
- Active operations across North Carolina and surrounding states.
- Proven ability to deliver Type 2 projects at scale.

Specialization in Housing Recovery

Disaster South is uniquely suited to support both single-family homeowners and workforce housing populations. Our principals have extensive experience in new construction and major renovations, making us an ideal partner to help displaced citizens quickly return to safe and stable living environments.

Industry-Leading Expertise

The proposed key personnel and leadership team at Disaster South bring a **combined 250+ years of residential construction experience**. This collective knowledge ensures:

- Efficient and compliant execution of recovery projects.
- High-quality craftsmanship delivered on accelerated timelines.
- Empathetic service designed for communities in crisis.

Why Disaster South?

- **Rapid Mobilization** across all impacted regions.
- **Scalable Resources** for large-volume recovery efforts.
- **Comprehensive Services** from demolition to full reconstruction.
- **Deep Regional Ties** ensuring continuity and community trust.

Disaster South specializes in the full spectrum of disaster recovery services, including demolition, rehabilitation, and new construction of both single-family and multi-family residential structures, as well as commercial and community buildings. With average turnarounds of less than 120 days, our proven track record in high-stakes, time-sensitive environments demonstrates our capacity to scale effectively while maintaining the highest standards of quality and safety. With Disaster South, communities gain a reliable partner committed to rebuilding stronger, more resilient infrastructure.

COMPANY STRENGTHS AND COMPETITIVE ADVANTAGES

The entire Disaster South team is aligned to execute efficient construction and process solutions to ensure timely construction completion. We are proud to offer North Carolina not just our capacity and experience, but also our unwavering commitment to helping communities rebuild and recover—stronger than before. Disaster South stands apart for these key reasons: scale, experience, and a people-first approach.

In March of this year, Disaster South and Team Partner CDR Maguire, Inc. were awarded the NC Department of Public Safety's Travel Trailers and Recreational Vehicles Disaster Contract. Our Team is committed to providing disaster recovery services to North Carolina and its residents impacted by Hurricane Helene.

- ✓ **Extensive Regional Capacity:** As mentioned above, Disaster South is equipped with an extensive workforce of over 7,000 highly skilled subcontractors, employees, and supplier partners, ready to mobilize across the 39 disaster-affected counties in North Carolina. This vast network allows for rapid deployment of personnel and resources, enabling efficient and effective responses to urgent needs while maintaining consistent, high-quality operations across dispersed areas. Our robust regional capacity empowers Disaster South to undertake and manage up to 88 simultaneous projects for this contract, ensuring that no aspect of service delivery is compromised while also abiding by the 8:1 jobsite to superintendent ratio requirement. Over the course of a year, we can seamlessly manage 264 projects, leveraging our well-organized infrastructure and proven logistical capabilities. This commitment to maintaining operational excellence ensures that Disaster South can respond promptly and reliably to the dynamic challenges inherent in disaster recovery and management.
- ✓ **Proven Track Record:** Disaster South has over 50 years of residential construction experience between its two owners; Vassa Cate and Kelly Mahoney. Mr. Cate has over 30 years of experience with all facets of residential construction and site work. Since 2012, he has completed over 5,000 single-family homes throughout the Southeast. Mr. Mahoney has over 22 years of single and multi-family contracting and development experience specifically involving “workforce” housing. In total, he has worked as a prime contractor of more than 17,000 residential units representing over \$3 billion in development. In 2024 alone, Disaster South principals successfully completed over 4,000 residential units. This is a testament to our operational strength, streamlined processes, and the reliability of our contractor and supplier network. This impressive volume underscores our ability to manage multiple, concurrent projects with precision and quality assurance. Our experience in tackling large assignments with rapid turnaround times ensures that we can efficiently manage any scale of post-disaster recovery efforts.
- ✓ **Proven Success with CDBG-DR Programs:** Our Program Manager, Courage Idusuyi, brings a wealth of experience from his current leadership in the rehabilitation and reconstruction of over 200 single-family homes in Lake Charles, Louisiana, following multiple natural disasters. These initiatives, supported by CDBG-DR allocations and supplemented by the Home Investment Partnerships Program (HOME) and the National Housing Trust Fund, exemplify our capability to handle complex recovery projects. Additionally, from 2019 to 2022, Courage supervised the General Land Office residential repair programs across multiple Texas counties, successfully managing the allocation of \$137 million in CDBG-DR funds from the U.S. Department of Housing and Urban Development (HUD). Disaster South’s Senior Vice President Reginal Barner, Sr. has over 30 years of community development and affordable housing experience. He will be a part of our team’s corporate support network specifically for his past involvement on federal programs administered by HUD such as CDBG and HOME. In addition, our construction team has extensive experience in land acquisition, plan development, and the construction of single and multi-family units for numerous projects supported by CDBG-DR allocations. Notably, these South Carolina initiatives led by Reginal Barner Sr. included the construction of over 125 single-family units, with a combined project value exceeding \$13 million. **Mission-Driven Service:** At Disaster South, we understand that disaster recovery is more than just rebuilding structures—it’s about rebuilding lives. We combine technical proficiency with a compassionate approach, recognizing that disaster survivors require not only reconstruction but also hope, support, and a reliable partner throughout the recovery journey. Our commitment to treating every project with urgency, care, and empathy is fundamental to our mission.

Built on Trust, Compassion, and Results

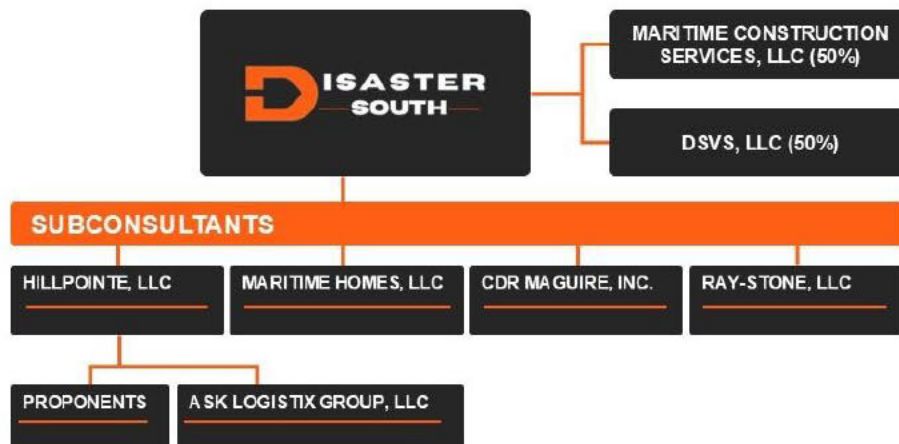
Our clients choose Disaster South because we are more than a contractor—we are a trusted ally during the most difficult times. We prioritize communication, transparency, and tailored solutions, ensuring every property owner feels supported throughout the recovery process. Whether it is the demolition of unsafe structures, reconstruction of homes, or full-scale rehabilitation of critical infrastructure, Disaster South delivers with speed, precision, and heart.

7.3 COMPANY PROFILE

a. Disaster South, LLC - Ownership Structure

Disaster South, LLC (Disaster South), a Georgia limited liability company, is authorized to do business in North Carolina by the North Carolina Department of the Secretary of State.

Disaster South is jointly owned by Maritime Construction Services, LLC, a Georgia limited liability company solely owned by Vassa Cate, III, and DSVS LLC, a Florida limited liability company solely owned by Kelly Mahoney.



The Disaster South Team consists of the following strategic subconsultants:

Hillpointe, LLC (Hillpointe) – Hillpointe is the nation’s leading workforce housing developer and general contractor. Renowned for delivering creative community housing solutions for America’s essential workforce residents, Hillpointe excels in community redevelopment through fully integrated services—from site preparation and utility installation to final home construction. Their ability to rapidly mobilize and manage large-scale housing developments across multiple states sets them apart in the industry. With deep expertise in navigating state-specific building codes and HUD regulations, Hillpointe is committed to delivering attainable housing solutions efficiently by leveraging vertical integration across the entire project lifecycle.

PROponents – PROponents is a privately held affiliate construction sourcing and material wholesale supplier specializing in turnkey whole-home project packages at scale. They offer a one-stop solution for acquiring construction materials with expedited delivery schedules - ideal for short-duration residential projects. With deep expertise in inventory management and logistics, PROponents helps prevent costly stockouts, minimize unexpected delays, and enable project managers to stay focused on delivering projects on time and within budget.

Ray-Stone LLC – North Carolina supplier of home building materials and finishes. Carolinas-Virginia Minority Supplier Development Council Certified vendor, Certificate #CA05114.

Maritime Homes LLC – Operating primarily in the Southeast, Maritime Homes has efficiently built thousands of single-family homes, townhomes, and apartments.

CDR Maguire, Inc. – For over 80 years, CDR Maguire, Inc. (CDR|M) and affiliate companies have provided consulting services in the areas of engineering, construction management, transportation,

emergency management, response and recovery, information technology, and logistics to a multitude of state, county, and local governments, throughout the nation. In the past 48 months, we have solidified our reputation as a company capable of managing the most challenging assignments through recent engagements with states and counties following Hurricanes Michael, Dorian, Sally, Ian, and Idalia, Helene, and Milton. For the past 16 years, CDRJM has provided comprehensive management and administration of federal disaster recovery programs (CDBG-Disaster Recovery and Mitigation, FEMA Public Assistance, Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA), and more. Our grant management teams in multiple states are currently managing over \$5.2 billion in disaster recovery programs. Following Hurricane Helene, they provided staff augmentation for local and state emergency operations centers, evacuation shelter staffing, planning and plan development, logistics and call center support, and base camp management. In Kentucky, CDRJM has assisted the Commonwealth with the implementation and management of their disaster housing programs for four of their most recent disasters, assisting hundreds of households displaced by a series of severe storms, flooding, and tornadoes.

ASK Logistix Group, LLC delivers advanced, technology-enabled logistics solutions tailored specifically for the construction sector. With over 85 years of combined industry experience, the company understands the time-sensitive and complex nature of construction operations and provides logistics services designed to support these unique challenges with precision and dependability. Specializing in flatbed, full truckload (FTL), and less-than-truckload (LTL) transportation, ASK Logistix offers scalable logistics support to accommodate projects of varying size and scope. Their technology-driven systems enable real-time visibility and proactive issue resolution, helping project teams avoid costly delays and maintain construction schedules. By combining deep industry knowledge with innovative logistics management tools, ASK Logistix serves as a reliable partner in keeping construction materials moving efficiently and projects progressing on time.

b. Year company was founded/organized:

Disaster South LLC was founded in 2024 in Georgia and is registered to conduct business in Georgia, Florida, and North Carolina. October 7th, 2024 is the date of organization.

c. Company locations:

Disaster South's corporate headquarters is located at 1813 Frederica Road, Saint Simons Island, GA 31522. Our North Carolina field office for this project is at:

2 Trident Drive, Arden, NC 28704

Our subcontractor Hillpointe currently has an operational office at 1910 South Boulevard, Suite 220, Charlotte, NC 28203.

d. Number of employees:

Disaster South has a total of 47 employees, 14 of which are working locally. The total personnel of the assembled team are over 700 nationally.

e. Primary Point of Contact:

Vassa Cate, President of Disaster South LLC, vcate@disastersouth.com, 1813 Frederica Road, Saint Simons Island, GA 31522, (O) 912-269-7645. In accordance with Section 6.1 of the RFP, Mr. Cate will serve as the designated Contract Administration Project Manager and Customer Service Point of Contact for all contract-related issues concerning performance, progress review, scheduling, and service.

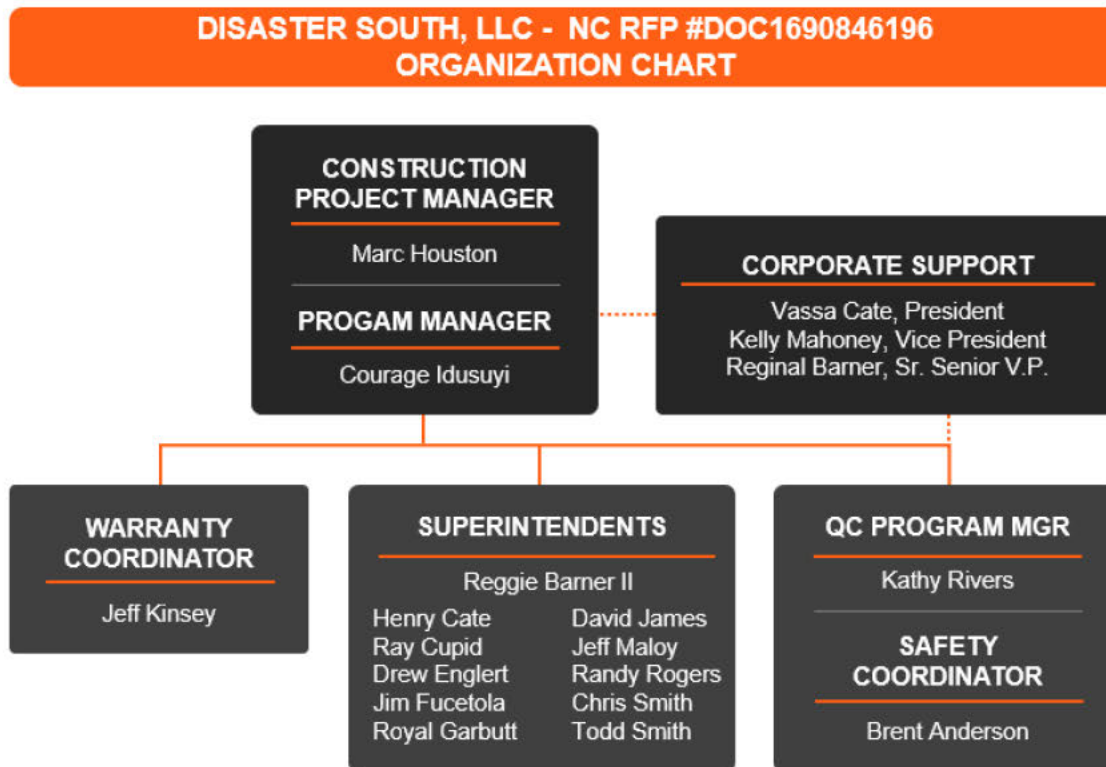
f. CDBG-funded engagements:

Disaster South was formed less than a year ago. We have not been engaged directly under a CDBG residential construction contract since formulation. However, our principals and assigned program managers provide the requisite experience requirements. Neither Disaster South, our subcontractors or assigned personnel have been involuntarily removed from participation or failed to complete an associated CDBG funded project.

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7.4 KEY STAFFING PROFILE

The oversight structure of Disaster South is designed to ensure efficient and effective management of multiple projects, while maintaining a clear hierarchy of responsibilities and roles.



At the top of the structure is the Construction Project Manager, Marc Houston, who oversees the entire operation and ensures that projects are executed efficiently. Assisting in management is Courage Idusuyi, the Program Manager, who is responsible for meeting administrative and reporting requirements of the program.

The leadership team also includes key executive members from the broader organization, including Vassa Cate (President), Kelly Mahoney (Vice President), and Reginal Barner, Sr. (Senior Vice President). Their involvement ensures that high-level strategic oversight is maintained and that project goals align with the organization's vision. Mr. Barner will also be assisting Program Manager Courage Idusuyi in meeting administrative and reporting requirements of the program.

Directly reporting to the Construction Project Manager is the Safety Coordinator, Brent Anderson, who is responsible for maintaining safety protocols and ensuring compliance across all job sites. Additionally, the Superintendents, including Ray Cupid, Chris Smith, Royal Garbutt, Henry Cate, Jeff Maloy, Jim Fucetola, David James, Randy Rogers, Todd Smith, and Drew Englert, are responsible for overseeing day-to-day operations at various project sites, maintaining quality and consistency in project execution.

Further supporting the oversight structure is the Quality Control (QC) Program Manager, Kathy Rivers, who ensures that all projects meet quality standards and regulatory requirements. Additionally, the Warranty Program Manager, Jeff Kinsey, oversees the post-completion phase, ensuring that warranties and maintenance commitments are met.

This organized and hierarchical structure enables Disaster South to efficiently manage numerous simultaneous projects while upholding the highest standards of quality, safety, and accountability.

Key Staff Summary

Vassa Cate, President of Disaster South: Vassa possesses over 30 years of residential construction and development experience. He is a landscape architect with land planning and horizontal lot development experience, which includes all facets of site work. He possesses extensive experience working with federal agencies, including the U.S. Army Corp of Engineers, U.S. Environmental Protection Agency, North Carolina Department of Natural and Cultural Resources, North Carolina Department of Environmental Quality as well as local, state, and federal agencies. Since 2012, Disaster South has built over 5,000 single-family homes throughout the Southeast, which an average build time of 120 days after a slab foundation has been poured and cured.

Kelly Mahoney, Vice President of Disaster South: Kelly possesses over 22 years of residential and multi-family general contracting and development experience specifically targeting “workforce” housing with product types attainable for people earning 80 to 120% of “area median income” (AMI). He has served as the prime contractor and developer of more than 17,000 residential units representing more than \$3 billion in development. Additionally, he possesses eight years of historic renovation project experience. He is NASCLA certified and is awaiting approval of his application for licensure as a North Carolina general contractor.

Reginal Barner, Sr., Senior Vice President of Community Engagement, Disaster South: Reginal possesses over 30 years of community development and affordable housing experience. His background includes extensive experience in project management and consultancy in CDBG, Home Investment Partnership Program (HOME), National Trust Fund, Federal Home Loan Bank (FHLB), Low-Income Housing Tax Credit (LIHTC), and USDA Rural Development Programs. He is the founder, CEO and Managing Partner of The Barner Group. He previously served as the interim executive director of the New Bern Housing Authority, which managed grants from the U.S. Department of Housing and Urban Development. He also served as the CEO of the Community Development and Improvement Corporation, which focused on affordable housing and public housing facilities. Overall, he has been involved in over \$230 million in development bond projects involving CDBG, HOME, and Housing Trust with South Carolina Regional Housing Authority No. 1 funding.

Marc Houston, Construction Project Manager: Marc possesses over 25 years of residential general contracting experience, specializing in project management and new home construction and renovation in the state of North Carolina. He is a licensed North Carolina general contractor (Qualifier No. 58475) and owner of Houston Contracting LLC (License No. L.84116), a minority business and certified Veterans Administration contractor. Marc has agreed to join Disaster South to pursue this program.

Marc will be the Disaster South employee leading onsite construction management and physically located in the Arden, NC office so he will be available for face-to-faced meetings with applicants and contractors.

Courage Idusuyi, Program Manager: Courage possesses over 18 years of project management experience, which includes overseeing single and multi-family development projects funded through HUD’s CDBG-DR Program. Over the years, he has developed policies and procedures for program implementation and management of housing programs, monitored general contractor build times to ensure the general contractors met both state and federal program requirements, conducted outreach

services, performed on-site interviews and progress inspections of the general contractor and its subcontractors, conducted quality assurance reviews, maintained weekly certified payroll submittals from general contractors, provided progress updates to the client, etc. He has also served as the project manager of a \$220 million emergency housing repair program, involving 10,000 initial scope determinations and over 5,000 emergency repair projects. Overall, he possesses considerable experience with the management of CDBG-DR, FEMA Public Assistance, and numerous disaster housing rehabilitation recovery programs.

Courage will provide onsite and virtual engagement in the responding area.

Jeff Kinsey, Warranty Coordinator: Jeff has successfully led a warranty team covering over 4,000 homes. As our dedicated Warranty Coordinator he manages all post-construction homeowner concerns, ensuring timely and professional resolution of warranty claims. This role includes coordinating repairs with subcontractors, maintaining detailed records, and delivering responsive customer service to support homeowner satisfaction and long-term project quality. He has also developed and implemented new procedures and technologies that have helped streamline warranty operations.

Kathy Rivers, Quality Control Manager: Kathy possesses over 25 years of housing and community development experience. She currently serves as Disaster South's Program & Construction Oversight Coordinator but will serve in the role of Quality Control Manager for this project. She previously served as the Director of Community Development for Spartanburg County, SC, and was responsible for administering grant funds received for the County's housing and community development needs. She has managed over \$50 million in CDBG and HOME grants that have provided funding for demolition, rehabilitation, and new construction projects. Other notable experience includes serving as a program manager and senior planner providing HUD compliance oversight, Davis-Bacon Act wage monitoring, and NEPA environmental reviews.

Brent Anderson, Safety Coordinator: Brent has been involved in the demolition, rehabilitation, and reconstruction of over 100 properties, exceeding \$1.5 billion in value. He holds a contractor license in Florida and Georgia. As the Safety Coordinator he is responsible for implementing and monitoring safety protocols across all residential construction sites to ensure compliance with OSHA regulations and company standards. Key duties include conducting site inspections, training workers on safe practices, investigating incidents, and maintaining safety documentation to promote a secure and accident-free work environment.

SUPERINTENDENTS:

The following briefly summarizes the work experience and qualifications of the following superintendents:

Reggie Barner, II: Reggie serves as a HUD housing inspector, which involves performing housing inspections to evaluate and ensure the structural integrity, safety, and overall condition of the housing unit. He has assisted in the development and inspection protocols and project checklist to ensure. He maintains a thorough understanding of building codes, industry best practices, and program regulatory compliance.

Henry Cate: Henry serves as a superintendent for Disaster South and is responsible for oversight of field operations, focusing on quality control of newly constructed homes. He also negotiates with vendors to ensure the best value and quality of supply chain products and logistics.

Ray Cupid: Ray is the owner of Ray-Stone LLC, a certified Carolinas-Virginia Minority Supplier Development Council vendor (Certificate No. CA05114). His company is currently awaiting North Carolina SWUC/HUB certification. Over the years, he has been engaged in managing residential renovation projects.

Drew Englert: Drew possesses over 15 years of experience in project/program management experience.

Jim Fucetola: Jim has successfully led teams in the construction of 4,000 homes.

Royal Garbutt: Royal has supervised the building of over 4,000 homes in the Southeast, including overseeing demolition of homes for new construction.

David James: David possesses over 40 years of experience in single and multi-family development in the Southeast. He has been involved in the development of six single and multi-family neighborhoods and has served as a county building inspector for many years.

Jeff Maloy: Jeff possesses six years of experience assisting in the initial sequencing of construction activities.

Randy Rogers: Randy possesses over 35 years of general contracting experience, including the development of military multi-family housing and multi-million-dollar renovation projects. He has served as a plumbing contractor for single and multi-family homes.

Chris Smith: Chris possesses over 25 years of housing and community development experience, assisting in the development of eight neighborhoods. He has facilitated logistical support for over 4,000 homes.

Todd Smith: Todd possesses over 30 years of experience in the housing industry. He owned and operated the 9th largest home building company in Georgia, developing over 11 neighborhoods in the Atlanta area. He is a licensed general contractor in the state of Georgia.

Resumes can be found in Attachment 1, Key Staff Resumes.

7.5 REFERENCES

Our references can be found in the RFP **Attachment H: Experience, Qualifications, References.**

7.6 LITIGATION HISTORY

Disaster South, LLC asserts we do not have or have had any actual or alleged breaches of contract that have been asserted or claimed against us. Additionally, we do not have, nor have we had any civil or criminal litigation or investigation pending at any point to which we have been a party or in which we have been judged guilty or liable.

7.7 CONFLICTS

Disaster South, LLC asserts we have no conflict of interest in providing the services described in the RFP, including all existing or prior business dealings resulting in such conflicts. Additionally, we have no conflicts to activities of affiliated or parent organizations and individuals who may be assigned to this account.

7.8 ANNUAL REPORT

The requested financial statements and reports can be found in **Attachment 2, Annual Reports.**

7.9 SAFETY INFORMATION

Please see **Attachment 5, Experience Modification Rating**, for our workers' compensation EMR. Our safety program is managed by Brent Anderson.

Disaster South maintains a robust and fully integrated Safety Program that reflects our deep commitment to protecting personnel, minimizing risk, and ensuring operational continuity across all project environments. Our safety framework is built upon proactive planning, rigorous compliance, and a culture of shared responsibility.

At the foundation of the program is our leadership commitment to safety as a core business value. This commitment is operationalized through the assignment of clear roles and responsibilities across all organizational levels - from executive oversight and a designated Safety Coordinator to trained supervisors and empowered employees. Our personnel are equipped and expected to actively engage in maintaining a safe work environment.

Our Safety Program encompasses comprehensive components that support both regulatory compliance and best-in-class performance:

- **Workplace Training:** All employees receive ongoing training tailored to general worksite hazards, job-specific safety protocols, and emergency preparedness. This includes onboarding orientation, formal instruction, and documented verification of learning.
- **Hazard Prevention & Control:** Through scheduled inspections, employee reporting, and supervisor-led assessments, hazards are promptly identified, mitigated, and monitored. Immediate and long-term corrective actions are documented and tracked.
- **Incident Reporting & Investigation:** All accidents, including near misses, are reported within 24 hours. Our structured investigation process focuses on root cause analysis and prevention. Serious injuries are escalated in compliance with OSHA requirements.
- **Disciplinary Enforcement:** A tiered disciplinary policy reinforces accountability for safety practices. Violations are addressed consistently, ensuring that all employees understand the importance of compliance and behavioral expectations.
- **Emergency Response Readiness:** Comprehensive emergency procedures are in place for fires, natural disasters, civil unrest, and hazardous exposures. Employees are trained in evacuation protocols, and designated floor wardens facilitate onsite coordination.
- **Ergonomics & Injury Prevention:** Our ergonomics program focuses on reducing musculoskeletal risk through employee education, workstation assessments, and proactive posture and equipment adjustments.

All safety and health training, inspections, and incident records are maintained according to regulatory standards and are reviewed regularly to inform continuous improvement. Through this program, Disaster South LLC demonstrates the capacity to deliver safe, compliant, and timely performance on projects of all sizes and scopes. We are confident in our ability to uphold the highest safety standards while meeting the needs of our clients and partners.

7.10 QUALITY CONTROL PROGRAM

Disaster South, LLC has implemented a comprehensive Vendor Quality Control Program to ensure that all subcontractors, suppliers, and consultants involved in Hurricane Helene disaster recovery efforts meet the highest standards of safety, workmanship, compliance, and material quality. *Kathy Rivers serves as one of Disaster South's Program & Construction Oversight Coordinators. For this project she will also serve as Quality Control Program Manager.*

Kathy brings a powerful combination of strategic leadership, regulatory expertise, and operational depth that uniquely qualifies her to serve as our Quality Control Program Manager especially in the context of federally funded housing and community development initiatives. With over 25 years of progressive experience, Kathy has successfully managed the full spectrum of federal grant compliance, including HUD regulations, environmental reviews (NEPA), Davis-Bacon monitoring, and performance reporting. Her leadership in deploying more than \$50 million in CDBG and HOME funds reflects her proficiency in aligning federal guidelines with local development priorities - ensuring not only compliance but also measurable community impact.

Kathy's career-long focus on delivering high-quality, compliant, and equitable housing solutions makes her exceptionally well-suited to oversee and elevate the standards of a comprehensive Quality Program. Her experience and capabilities include:

- ☐ Proven ability to design and execute housing rehabilitation and construction programs that meet quality, safety, and regulatory standards.
- ☐ Extensive experience monitoring contractor and vendor performance, enforcing building code adherence, managing inspection protocols, and mitigating risks through corrective actions.
- ☐ Skilled in developing internal policies and SOPs to govern program quality, documentation, and reporting standards.
- ☐ Strong record of building partnerships with contractors, developers, inspectors, and government agencies to drive accountability and continuous improvement.
- ☐ Track record of managing and reporting key quality metrics related to construction timelines, work quality, safety, and documentation accuracy.
- ☐ Effectively leads cross-functional teams, provides public advisement, and manages complex operational workflows.

Quality Control Program Purpose & Scope

This program governs all third-party vendors supporting rehabilitation and reconstruction projects across affected North Carolina counties, ensuring reliable execution, reduced risk, and full regulatory compliance.

Core Objectives

- Maintain compliance with building codes and local/federal regulations.
- Standardize vendor evaluation, onboarding, and oversight.
- Safeguard project quality and safety.
- Prevent delays, cost overruns, and warranty claims due to poor vendor performance.

Key Components

Disaster South's Vendor Quality Control Program is built on key operational components that drive accountability, ensure regulatory compliance, and maintain quality across all vendor relationships. These pillars support efficient execution and safeguard the integrity of disaster recovery efforts.

1. Vendor Qualification & Onboarding -

- Vendors are vetted through a detailed pre-qualification checklist, including licensure, insurance, safety records, references, and certifications.
- Onboarding requires execution of core agreements, including subcontractor terms, safety acknowledgments, and QC compliance documentation.

2. Quality & Safety Standards - All vendors must:

- Meet or exceed IBC, IRC, and North Carolina building codes.
- Use only approved materials with proper documentation.
- Follow strict job-site safety protocols and cleanliness standards.
- Report incidents within 2 hours.

3. Quality Control Inspections -

- Tiered inspections (daily, weekly, milestone) are conducted by supervisory staff, QC managers, and third-party inspectors.
- Evaluations focus on scope adherence, structural integrity, code compliance, and finish quality.
- All findings are documented through logs, checklists, photos, and non-conformance reports (NCRs).

4. Corrective Action Process - Vendors must respond to NCRs within 24 hours, submit a correction plan, and complete a re-inspection. Unresolved issues may lead to payment holds, suspension, or contract termination.

5. Performance Monitoring - Quarterly vendor scorecards assess:

Metric	Weight
Work Quality	30%
Task Efficiency	25%
Safety Compliance	20%
Communication	15%
Documentation Accuracy	10%

Vendors scoring below 70% enter probation and must submit an improvement plan.

6. Training & Continuous Improvement - Mandatory orientation and quarterly workshops are offered on compliance, safety, and best practices. Disaster South actively incorporates vendor feedback and lessons learned to refine processes.

7. Documentation & Recordkeeping - All performance records, inspection reports, and communications are retained in the Vendor Compliance System (VCS) for a minimum of 5 years.

This structured approach ensures only qualified, compliant, and responsive vendors participate in critical storm recovery projects - supporting both short-term execution and long-term accountability.

7.11 COST CONTROL PROGRAM

Construction cost control is essential for delivering projects on time and within budget. By implementing strategies such as clear contractual agreements, real-time expense tracking, efficient resource allocation, and open communication, owners can overcome financial challenges and enhance project outcomes.

Effective cost control also provides a clear understanding of where funds are allocated. This transparency helps identify savings opportunities, prevents overruns, and ultimately leads to a project completed timely and within budget. Proper planning prevents poor performance, and an early review of cost controls enables and early identification of risks. This allows our team to properly plan and implement mitigation strategies across their funding plan. Maintaining a proactive approach reduces the likelihood of unexpected budget overruns.

Leveraging technology is also one of the most effective ways to reduce construction costs. **The Disaster South team utilizes Sage Construction Management Software (Sage) to ensure robust financial oversight. Sage is a leading cost control platform trusted across the construction and disaster recovery sectors.** It enables real-time expense tracking, detailed job costing, and budget-to-actual comparisons, supporting compliance with federal funding requirements such as CDBG-DR. Its integrated modules for subcontractor management, change orders, and financial reporting enhance transparency, minimize risk, and ensure products are delivered on time and within budget. It also allows us to provide customizable reports and dashboards for performance monitoring and audit readiness.



It also allows us to provide customizable reports and dashboards for performance monitoring and audit readiness.

Staying informed about market trends helps contractors negotiate better deals with suppliers. By locking in favorable contracts or adopting strategic procurements practices, we can mitigate the impact of price fluctuations. Other cost reduction items include but are not limited to:

- Value engineering alternatives for materials and finishes
- Alternative construction methods or systems
- Utilizing prefabricated components or modular construction
- Streamlining construction sequencing and scheduling
- Utilizing alternative suppliers for materials
- Optimizing space utilization and layout design

The Disaster South team will be led by an individual who has previous experience managing CDBG-DR projects. He will also be supported by a cast of individuals who possess similar experience administering housing and community development projects on behalf of local, state, and federal agencies, and will provide advisory corporate support when needed.

Lastly, our project manager will implement the following approach to maintain effective cost control program throughout the lifecycle of the project:

A. Understanding Allowable Costs & Cost Principles:

- **Necessary & Reasonable:** CDBG-DR funds can only be used for costs that are essential and prudent for the proper administration and performance of the grant.

- **Allocable Costs:** Costs must be directly related to eligible activities outlined in the grant and the disaster recovery effort.
- **Compliance with Regulations:** Adhere to 2 CFR Part 200, 24 CFR Part 570, and other applicable federal, state, and local regulations.
- **Documentation is Key:** Maintain thorough and accurate records to support the eligibility and reasonableness of all costs.

B. Establish Robust Financial Management Policies and Procedures:

- **Budgeting:** Develop detailed budgets for each project and activity, clearly outlining projected costs and funding sources.
- **Cost Tracking:** Implement a robust system to track all expenditures, categorized by cost type (e.g., program administration, activity delivery) and activity.
- **Internal Controls:** Establish internal controls, including segregation of duties, to ensure proper authorization, approval, and disbursement of funds.
- **Invoice Review:** Develop a system for reviewing invoices to ensure they are accurate, allowable, and supported by proper documentation.
- **Procurement:** Follow proper procurement procedures to ensure fair and open competition and cost-effective acquisition of goods and services.

C. Monitoring and Oversight:

- **Regular Monitoring:** Conduct regular internal monitoring of program activities and expenditures to identify any potential cost overruns or ineligible expenses.
- **Performance Measurement:** Track program performance against established goals and objectives to ensure cost-effectiveness and program efficiency.
- **Audit Readiness:** Maintain thorough documentation and records to ensure readiness for audits by HUD or other oversight agencies.
- **Risk Assessment:** Identify and assess potential risks that could impact program costs, such as project delays or changes in market conditions.

D. Cost Reduction Strategies:

- **Value Engineering:** Explore opportunities to reduce costs without compromising quality or program outcomes.
- **Competitive Bidding:** Utilize competitive bidding processes to secure the best value for goods and services.
- **Resource Sharing:** Explore opportunities to share resources with other programs or agencies to reduce costs.
- **Technology Adoption:** Leverage technology solutions for program management, data collection, and reporting to improve efficiency and reduce administrative costs.

E. Staff Training & Capacity Building:

- **Financial Management Training:** Provide training to staff on CDBG-DR financial management regulations, policies, and procedures.

- Procurement Training: Educate staff on proper procurement practices and compliance requirements.
- Program Monitoring: Train staff on effective monitoring techniques and procedures.

F. Program Income Management:

- Tracking & Reporting: Establish a system for tracking and reporting program income, such as loan repayments or fees generated by program activities.
- Eligible Uses: Develop policies and procedures for the use of program income, ensuring it is used for eligible activities and in compliance with regulations.

By implementing a comprehensive cost control program, the Disaster South team will ensure responsible stewardship of funds, maximize the impact of recovery efforts, and achieve program goals within budget.

7.12 WARRANTY PROGRAM

As part of our commitment to quality construction and long-term client satisfaction, **Disaster South** offers a comprehensive warranty through the nationally recognized 2-10 Home Buyers Warranty (2-10 HBW) program. Our warranty program is designed to reduce long-term risk, ensure construction quality, and enhance buyer confidence through defined performance standards and post-construction support. This ensures that all construction is completed in accordance with professional standards and provides protection against defects related to labor and materials during the initial phase of occupancy.

- The core of the program is a 10-year structural warranty that protects against defects in key load-bearing components of the home, such as foundations, footings, beams, girders, load-bearing walls, floor and roof framing systems, columns, and lintels. The warranty specifically addresses structural failures that render the home unsafe, unsanitary, or unlivable due to physical damage caused by issues like soil movement or element failure.
- As part of the comprehensive protection provided through the Home Buyers Warranty Program, Disaster South offers a 2-year systems warranty that covers defects in workmanship or materials related to key mechanical systems within the home. This covers plumbing, electrical and HVAC systems. This warranty supports operational integrity during the early occupancy period and ensures builder accountability for proper installation.
- In addition, we provide a 2-year workmanship and materials warranty applies to construction elements where craftsmanship and material quality may impact the home's functionality or finish. It is designed to ensure that all visible and accessible components are built and installed according to established industry practices.

This warranty underscores Disaster South LLC's commitment to delivering homes of lasting quality—backed by third-party verification and a trusted national warranty administrator. It gives owners confidence that any qualifying early-stage issues will be resolved promptly and professionally.

WARRANTY CLAIM PROCESS



1. NOTIFICATION

Client must notify the contractor in writing within 30 days of discovering an issue.



2. INSPECTION

Issue will be inspected by our team within 14 days of notification.



3. REMEDY

Covered issues will be repaired or replaced at no cost to the homeowner, typically within 30 days unless otherwise agreed.



4. DOCUMENTATION

All interactions and repairs will be documented to ensure transparency and accountability.

Senior Vice President, Reginal Barner, Sr., has the most experience on the Disaster South team with CDBG-DR warranty programs. With Mr. Barner overseeing the program and using Acumatica, a centralized warranty program, Disaster South will track completed projects, log service needs, and provide standardized response times. A dedicated warranty response team will ensure timely resolution of claims and uphold applicant satisfaction. Mr. Barner will ensure compliance with the State contracts and warranty requirements.

7.13 PRICING AND RECONSTRUCTION PLAN SETS

Disaster South agrees to the pricing and reconstruction plan sets set forth in Section 7.13 of RFP# Doc1690846196 as required.

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Proposed Methodology

a. How Vendor will ensure quality and timely construction:

Disaster South will ensure quality and timely construction through a structured program management framework that emphasizes accountability, compliance, and efficiency.

- **Quality Assurance/Quality Control:** Our Quality Assurance/Quality Control program includes pre-construction reviews and daily inspections to verify compliance with federal, state, and local building standards. All materials and workmanship will be inspected against established benchmarks and verified they meet those benchmarks.

- **Scheduling and Performance Tracking:** We employ Acumatica, a comprehensive Enterprise Resource Planning (ERP) software which includes work-flow management for scheduling and real-time tracking, enabling proactive identification of potential delays. Weekly performance metrics are tracked, and corrective action plans are implemented immediately when milestones are at risk.



- **Streamlined Delivery:** Use of standardized building designs as required by the State, pre-qualified subcontractors, and modular procurement practices allow us to accelerate project delivery without compromising quality.

b. How Vendor proposes to manage applicant service including move out, applicant communication, and warranty management:

Disaster South is committed to providing transparent, applicant-focused services that ensure clear communication and dignity for all program participants.

- **Move-Out Coordination:** Each applicant will be assigned a dedicated case manager to oversee relocation logistics, including moving assistance, temporary housing, and transportation support.

- **Communication:** Multi-channels will be available to applicants that include phone, SMS, and a customer portal through the Acumatica ERP software to facilitate communication and coordination of real-time updates and milestone notifications. Proactive outreach by case managers will reduce applicant uncertainty and foster trust.

- **Warranty Management:** Disaster South's Senior Vice President, Reginal Barner, Sr., has the most experience with CDBG-DR warranty programs. With Mr. Barner overseeing the program and using Acumatica, a centralized warranty program, Disaster South will track completed projects, log service needs, and provide standardized response times. A dedicated warranty response team will ensure timely resolution of claims and uphold applicant satisfaction. Mr. Barner will ensure compliance with the State contracts and warranty requirements.

c. How Vendor will scale construction services across broad geography:

Disaster South will scale construction services across multiple regions using a hub-and-spoke operational model, with 3 locations within a 100-mile (2 hour) radius of project sites.

- **Regional Hubs:** Each hub will oversee supply chain logistics, workforce support, and quality oversight for multiple project sites.

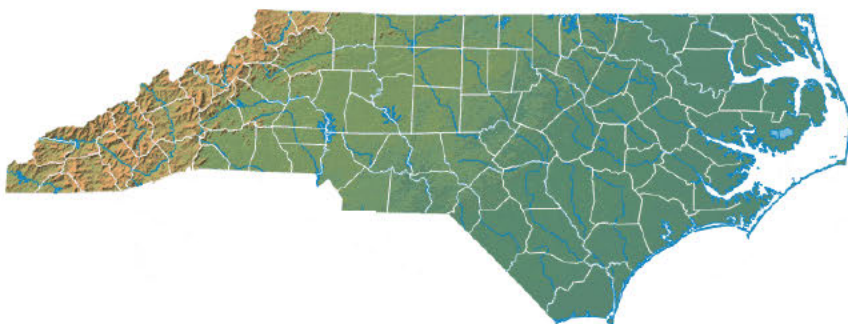
- **Workforce and Equipment:** Disaster South maintains a nationwide network of vetted subcontractors and deployable rapid-response teams. Specialized equipment and GPS-enabled fleet tracking ensure efficient resource allocation.

- **Technology Integration:** Cloud-based project management using Acumatica software and GIS mapping tools enable transparency, efficiency, and cross-regional coordination.

- **Local Satellite Offices:** Field offices positioned strategically near active project sites, serve as the operational hubs for managing day-to-day construction activities. These offices bridge the gap between central headquarters and the field, ensuring that decision-making, project coordination, and resource allocation happen as close to the job site as possible. Having a satellite office near the project site allows for quicker mobilization of crews, equipment, and materials.



d. How Vendor proposes to accommodate topography and challenging site conditions:



Disaster South is equipped to address diverse and challenging terrain conditions through proactive site planning and engineering expertise.

- **Site Assessments:** Comprehensive geotechnical evaluations are conducted to assess soil stability, drainage, slope, and access before mobilization.

- **Engineering Solutions:** Where

required, retaining systems, soil stabilization, raised foundations, and other mitigation strategies will be employed to ensure structural integrity.

- **Specialized Equipment:** Our equipment fleet includes machinery designed for steep and unstable terrain, ensuring safe and efficient construction.

- **Environmental Compliance:** Mr. Reginal Barner, II possesses the experience and wherewithal to take the role of manager of regulatory and environmental compliance for Disaster South. Mr. Barner's qualifications and training include: Lead Renovation, Repair and Painting initial (8hour), Asbestos Worker Initial English (32-Hour) - AWIE - TR25-13.00 – 06251, and OSHA (30-Hour). With Mr. Barner's experience, erosion-control measures and sustainable construction practices will be implemented in full coordination with permitting authorities and environmental regulators. With respect to North Carolina and Hurricane Helene, Disaster South will ensure compliance with:

1. Federal and State environmental reviews, including FEMA Environmental & Historic Preservation and other departments.
2. Stormwater and water quality compliance, including permits, Stormwater Pollution Prevention Plans, Erosion & Sediment Control under Sedimentation Pollution Control Act of 1973, and floodplain protection under FEMA and local ordinances.

3. Regulation of air quality and hazardous materials, including asbestos/lead surveys and abatement per the State and EPA rules and dust and emissions control (water suppression, covered trucks, Tier 4 equipment).
4. Waste management and debris disposal, such that debris goes to NCDEQ-approved landfills or recycling facilities, hazardous debris (asbestos, lead, fuels, chemicals) is segregated, and use recycle/reuse wood, concrete, metals where possible.
5. Coastal and wetlands protection, including permits for reconstruction in coastal counties, Army Corps authorization under Clean Water Act, and compensatory mitigation if impact is unavoidable.
6. Wildlife and habitat safeguards, including survey and buffer critical habitats (mussels, birds, longleaf pine) and maintain riparian buffers per State rules.
7. Historic and cultural resource protection, including consultation with State Historic Preservation Office and stop-work protocols for unanticipated archeological finds.
8. Community Health and Safety, including noise and light pollution controls, OSHA compliance for worker safety, and public notification requirements at active sites.
9. Documentation and monitoring, including maintain compliance binder with permits, logs, and waste manifests, weekly inspections of BMPs, and necessary reports to State officers.
10. Long-Term resilience and sustainability, including rebuilding to all applicable building standards.

e. How Vendor intends to attract and retain subcontractors and trades:

Disaster South has developed a comprehensive subcontractor engagement and retention program to ensure a stable, skilled, and motivated workforce. Our workforce currently includes a network of over 7,000 subcontractors, employees, and suppliers, enabling large-scale deployment for critical recovery work.

Attraction Strategies: We provide competitive and expedited payment terms, streamlined onboarding processes, and consistent project pipelines. Outreach is conducted through local trade associations and targeted engagement of local businesses.

Retention Strategies: Disaster South invests in long-term subcontractor relationships through safety training, a consistent volume of work, and performance-based incentives. Through these relationships, we have a vast sub-base nationwide, however we will also endeavor to direct a large part of the project to local North Carolina subcontractors.

VASSA CATE

PRESIDENT, DISASTER SOUTH, LLC
CORPORATE SUPPORT



EXPERIENCE SUMMARY

Vassa Cate brings over 30 years of residential construction and development experience, with a distinguished career marked by leadership in land planning, landscape architecture, and horizontal lot development. His extensive expertise spans all facets of site work, including collaboration with various federal, state, and local agencies. Vassa has effectively coordinated with entities such as the U.S. Army Corps of Engineers, U.S. Environmental Protection Agency, North Carolina Department of Natural and Cultural Resources, and the North Carolina Department of Environmental Quality.

Since 2012, Vassa has overseen the successful construction of more than 5,000 single-family homes throughout the Southeast, maintaining an average build time of 120 days after the foundation slab has been poured and cured. His commitment to operational excellence and strategic planning has significantly contributed to streamlined project execution and high-quality outcomes.

RELEVANT EXPERIENCE

Owner and President, Maritime Homes, LLC | 2022 to Present: Leads a thriving residential general contracting firm specializing in the construction of single-family homes, townhomes, and apartments. Maritime Homes has delivered over 1,000 quality residential units under Vassa's leadership. Responsible for setting strategic direction, managing project execution, and overseeing day-to-day operations.

Owner, Palmetto Building Group | 2012 to 2022: Founded and led a successful residential general contracting business on St. Simons Island, overseeing the construction of over 4,000 single-family homes and the development of thousands of residential lots. Managed large-scale residential projects from planning through completion, coordinating with local and state authorities to ensure regulatory compliance.

Vice President of Real Estate/Construction, Sea Island Company | 1994 to 2012: Oversaw comprehensive real estate and construction operations for Sea Island Company, a prestigious 5-star resort in Glynn County, Georgia. Directed over \$1 billion in construction projects, including residential and commercial development. Spearheaded high-profile projects, from conceptual planning to execution, while managing cross-functional teams of architects, contractors, and engineers.

EDUCATION/CERTIFICATIONS/AWARDS

- Harvard Business School
- B.A. in Landscape and Architectural Real Estate, University of Georgia

KELLY MAHONEY

VICE PRESIDENT, DISASTER SOUTH, LLC
CORPORATE SUPPORT



EXPERIENCE SUMMARY

Kelly possesses over 22 years of residential and multi-family general contracting and development experience specifically targeting “workforce” housing with product types attainable for people earning 80 to 120% of “area median income” (AMI). He has served as the prime contractor and developer of more than 17,000 residential units representing more than \$3 billion in development. Additionally, he possesses eight years of historic renovation project experience. He is NASCLA certified and is awaiting approval of his application for licensure as a North Carolina general contractor.

RELEVANT EXPERIENCE

Co-Founder, Hillpointe, LLC, Nationwide | 2018 to Present: Largest workforce housing developer and general contractor of workforce housing in the United States.

President, PROponents (previously PROdirect/VAC), Nationwide | 2010 to Present: Wholesale and OEM building supply company For Pros. By Pros. Proven, professional-grade, affordable construction products specifically curated for high production housing and innovative value-engineered solutions.

Partner, ASK Logistix Group, LLC, Nationwide | 2024 to Present: Tailored, tech-forward logistics and transportation company focusing across full truckload, flatbed, and LTL platforms across the United States.

Co-Founder, Housing and Workforce Creative Solutions (HAWCS), Georgia | 2024 to Present: HAWCS is non-profit founded to combat the imbalance and rising costs of housing in America.

Value Added Concepts (VAC), LLC, Georgia | 2004 to 2018: Residential general contractor specializing in purpose-built housing and value-add renovation of housing assets to improve quality of life.

HOMEprep LLC, Michigan/Arizona | 2021 to 2004: Residential renovation, restoration, and remediation company focused on vacant home improvement to livable condition in a highly efficient timeline.

EDUCATION

- B.A. in Economics, University of Michigan

AWARDS/CERTIFICATIONS

- Morgan County Historical Society 2013 Hicky Award winner for extraordinary historic home rehabilitation
- EPA Certified Renovator 2012-13 including Lead Paint Abatement Training

REGINAL BARNER, SR.

SENIOR VICE PRESIDENT, DISASTER SOUTH, LLC
CORPORATE SUPPORT



EXPERIENCE SUMMARY

Reginal possesses over 30 years of community development and affordable housing experience. His background includes extensive experience in project management and consultancy in CDBG, Home Investment Partnership Program (HOME), National Trust Fund, Federal Home Loan Bank (FHLB), Low-Income Housing Tax Credit (LIHTC), and USDA Rural Development Programs. He is the founder, CEO and Managing Partner of The Barner Group. He previously served as the interim executive director of the New Bern Housing Authority, which managed grants from the U.S. Department of Housing and Urban Development. He also served as the CEO of the Community Development and Improvement Corporation, which focused on affordable housing and public housing facilities. Overall, he has been involved in over \$230 million in development bond projects involving CDBG, HOME, and Housing Trust with South Carolina Regional Housing Authority No. 1 funding.

RELEVANT EXPERIENCE

Interim Executive Director, New Bern Housing Authority | 2024 to Present

Founder/President, The Barner Group, LLC | January 2008 to Present

Interim Chief Executive Officer, Greenville Housing Authority (contract employee) | 2019

Chief Executive Officer, Spartanburg Housing (contract employee) | August 2018 to September 2019

Chief Executive Officer, Community Development and Improvement Corporation | August 1996 to October 2018

Chief Executive Officer, City of Aiken Housing Authority | August 1994 to October 2018

EDUCATION/CERTIFICATION/AWARDS

- B.S. in Healthcare Management, Southern Illinois University
- Executive Management Certification, Rutgers University
- Mortgage Specialist certification, Capstone Institute
- Housing and Finance Development Professional certification, National Development Council
- CDBG Basics and Advanced Training, HUD Exchange
- IDIS training
- Uniform Relocation Act (URA) Compliance
- Environmental Review Process for HUD-funded Projects
- CDIC Housing Achievement Award (2000-2003)

BOARD AND AFFILIATIONS

- SCANA Local Advisory Board
- Business Carolina, Inc.
- Aiken Corporation
- Federal Home Loan Bank of Atlanta Council
- Member, National Community Development Association
- Member, American Planning Association

MARC HOUSTON

CONSTRUCTION PROJECT MANAGER



EXPERIENCE SUMMARY

Marc is a seasoned professional with over 20 years of extensive experience in residential general contracting, specializing in project management, new home construction, and renovation throughout the state of North Carolina. His comprehensive expertise in managing complex construction projects, coupled with his dedication to quality craftsmanship, has established him as a respected leader in the industry.

As a licensed North Carolina general contractor and owner of Houston Contracting LLC, Marc combines technical proficiency with hands-on leadership to deliver high-quality residential projects on time and within budget. His portfolio spans a wide range of residential construction services, from building new custom homes to executing detailed renovation projects. His ability to efficiently manage all phases of construction—from planning and budgeting to execution and final inspection—demonstrates his commitment to excellence. Houston Contracting is currently pending SWUC/HUB certification through the North Carolina Department of Administration.

RELEVANT EXPERIENCE

Owner, Houston Contracting LLC | September 2019 to Present: As the owner of Houston Contracting, Marc provides strategic leadership and oversight of a reputable residential construction firm serving the Charlotte, NC area. He directs all business operations with a focus on delivering high-quality construction, renovations, remodeling, and custom home building services. He oversees the planning and execution of residential construction projects, including single-family home builds, complete renovations, and custom-designed homes. Implemented innovative building techniques and sustainable practices to maintain competitiveness and deliver superior craftsmanship.

Owner, Houston Home Improvement LLC | June 2002 to September 2019: Led the strategic direction and daily operations of the business, including financial planning, budgeting, and resource allocation. Developed long-term growth strategies and set objectives to increase market share and profitability. Oversaw business development efforts, including client acquisition and relationship management. Managed multiple home improvement projects simultaneously, from initial client consultation through project completion. Coordinated project timelines, ensured adherence to client specifications, and supervised quality control. Maintained comprehensive project documentation and ensured that all projects complied with local building codes and safety regulations. Actively resolved project challenges by identifying root causes and developing practical, cost-effective solutions. Stayed current with industry trends, integrating innovative techniques and materials to enhance service offerings and project outcomes.

EDUCATION/LICENSES/CERTIFICATIONS

- Bachelor's in Business Administration and Management, Strayer University
- North Carolina General Contractor (Qualifier No. 58575)
- Licensed North Carolina General Contractor (License No. L.84116)
- Certified Veterans Administration Contractor

COURAGE IDUSUYI

PROGRAM MANAGER



EXPERIENCE SUMMARY

Courage is skilled at leadership and management of multidisciplinary teams that address technical and project management challenges in the hazard mitigation, public assistance and community development and disaster recovery areas. He possesses significant experience in project production, project management, staff coordination and client coordination. Since 2007, he has worked in increasing roles of responsibilities in the recovery and rebuild of areas affected by various disasters.

RELEVANT EXPERIENCE

Project Manager, Substantial Damage Assessments, Florida Division of Emergency Management (FDEM), Hurricane Helene Response | October 2024: Mr. Idusuyi served as a subcontractor to ACDC to support the FDEM Hurricane Helene Response by providing over 30 qualified field inspectors and assessors to: perform over 6,000 on-site inspections of residential and non-residential structures in Special Flood Hazard Areas (SFHAs) to determine the extent of damage from the disaster, use the FEMA Substantial Damage Estimator (SDE) tool to collect detailed information about building conditions, including the condition of structural components, utilities, and other elements, document damage through photographs, field notes, and measurements, ensuring all necessary data is captured for accurate assessments; input collected field data into the SDE software to generate damage assessments for structures, ensure the accuracy of data by cross-referencing local building records, tax assessments, and other available resources to determine pre-damage market values and estimated repair costs, update and maintain records in the SDE database, ensuring all data is properly organized and geo-referenced; ensure all damage assessments comply with NFIP regulations, specifically focusing on determining if structures meet the threshold for substantial damage (i.e., repair costs equal or exceed 50% of the structure's pre-damage market value), generate detailed reports for local authorities and property owners, summarizing findings and providing information on required steps for compliance with floodplain management ordinances.

Project Manager, Hurricane Laura, Delta, and the May 2021 flooding event, Housing Rehabilitation Recovery Program (HRRP), City of Lake Charles, Louisiana | April 2022 to Present: The HRRP has assisted homeowners and landlords with financial aid for rehabilitation or reconstruction of over 200 single-family homes affected by the above natural disasters. The primary program funding source has been CDBG-DR, as well as the HOME Investment Partnership Program, and the National Housing Trust Fund. As Project Manager, developed and implemented the outreach plan, conducted community meetings, and developed the housing program guidelines to govern the homeowner and rental rehabilitation program. Additionally, he provided over 1,000 damage assessments, scope write ups and construction change order inspections. He also oversaw applicant case management which included scheduling applicant interviews and assisting applicants in completing their applications; reviewing applications and support documentation; verifying proof of insurance proceeds, if applicable; reviewing and verifying income and asset information; reviewing documentation of other disaster assistance received. As necessary, contacting various agencies to verify prior disaster assistance received, such as FEMA-IA, SBA, insurance agencies and other applicable agencies.

Project Manager, Damage Assessment, Public Assistance Recovery Management, McNeese State University | October 2020 to December 2020: Mr. Idusuyi served a subcontractor to GEC/Meyer/Rostan to support the Project Coordinator/Client Manager for damage assessment program management services to interface with FP&C and McNeese throughout all phases of the recovery project. Within 48 hours of a notice to proceed, his team was able to deploy 60 field inspectors to successfully meet the project deadline of 18 days to inspect every building of McNeese State University's campus totaling 133 buildings which included student dormitories and auditoriums among others.

COURAGE IDUSUYI

PROGRAM MANAGER



Project Manager, Public Assistance Recovery Management, City of Sulphur | October 2020: Mr. Idusuyi served as a subcontractor to GEC/Rostan to support the project/grant management team for the City of Sulphur to provide grants management and assistance in the development of a comprehensive recovery strategy in the aftermath of Hurricane Laura. His team helped the city complete FEMA-PA applications for funding for all projects in the city, conduct damage assessments, scope development for 83 projects in the city and nearly \$40M in debris removal and monitoring.

Project Manager, Damage Assessment, Construction, Technical Assistance and Environmental Hazards: Rebuild Florida, Multiple Counties, Florida | 2019 to 2022: Supervised a team of 45 inspectors to perform inspections on properties, managed a team on Construction Technical Assistance tasked with conducting progress inspections on residential repair projects being funded by the program. Inspectors tracked that the scope of work was being complete in accordance with the project scope and timelines and in accordance with overall program policy and procedure. Supervised a team of project inspectors. Designed and implemented a database to track and manage information and workflows associated with the inspections. Also supervises a team of 20 inspectors to perform Elevation Certificates.

Project Manager, Damage Assessment, Construction, Technical Assistance and Environmental Hazards: Texas – GLO Program, Multiple Counties, Texas | 2019 to 2022: Supervised a team of 30 inspectors performing inspections for GLO residential repair programs across multiple Texas counties through initiatives involving allocation of \$137 million of CDBG-DR funds from the U.S. Department of Housing and Urban Development (HUD), and managed a team on Construction Technical Assistance tasked with conducting progress inspections on residential repair projects. Inspectors tracked that the scope of work was being complete in accordance with the project scope and timelines and in accordance with overall program policy and procedure. Supervised a team of 10 Construction & TREC inspectors. Designed and implemented a database to track and manage information and workflows associated with the inspections.

Project Manager, Damage Assessment, Construction, Technical Assistance and Environmental Hazards: Restore Louisiana Homeowner Assistance Program, Multiple Parishes, Louisiana | 2017 to 2018: Managed a team of 95 inspectors to perform inspections on properties a, managed a team on Construction Technical Assistance tasked with conducting progress inspections on residential repair projects being funded by the program. Inspectors tracked that the scope of work was being complete in accordance with the project scope and timelines and in accordance with overall program policy and procedure, managed a team of LDEQ and XRF analyzer certified, lead based paint risk assessors for the State's \$1.6 billion recovery project resulting from the March and August floods of 2016.

Project Manager: Louisiana Shelter at Home Program, Multiple Parishes, Louisiana | 2016 to 2018: Trained, deployed and managed over seventy (70) damage assessors performing initial scope determinations and final site visits for the State's \$220 million emergency housing repair program implemented after the severe flooding in August 2016. The program conducted over 10,000 initial scope determinations and over 5,000 emergency repair projects. Additional responsibilities included assisting with the creation of standardized pricing used by the program. Field operation policy and procedure creation and implementation. Direct oversight of damage assessors on a daily basis. Managing quality control efforts for initial and final site visit outcomes. Acted as the primary point of contact for field issue resolution for executive management.

Project Manager: Galveston County Housing Department, Galveston County Housing Assistance Program Round 2.2, Multi-Family Developments, Galveston, TX | 2008 to 2010: Oversaw staff in their role as Davis Bacon and Labor Compliance oversight for Galveston County's Multi-Family Development projects. The program consists of three multi-family developments that will assist those residents affected

COURAGE IDUSUYI

PROGRAM MANAGER



by Hurricanes Ike/Dolly. Additional responsibilities included the creation of policies and procedures for this program and managing its implementation. Reviewing, performing quality assurance and maintaining weekly certified payroll submittals from the general contractor/developer. Ensuring that the general contractor and its sub-contractors are adhering to all Davis Bacon and labor compliance laws. Performing on-site interviews of the general contractor and its sub-contractors in accordance with federal requirements. Performing progress inspections on each site to assist the County with construction issues, progress updates and benchmarks for potential draw requests.

Deputy Project Manager: Galveston County Housing Department, Galveston County Housing Assistance Program Round 2.2, Galveston, TX | 2008 to 2010: Assisted the Senior Project Manager in overseeing construction management operations on of a \$115 million CDBG housing program in Galveston County. The Program consists of non-rental, rental and slum/blight housing assistance for the residents affected after Hurricanes Ike/Dolly. Additional responsibilities include being involved in the day-to-day operations of the program allowing the Senior PM the ability to run the program efficiently and effectively. Performing progress inspections when necessary to verify that program builders are meeting required milestones and providing a high-quality product. Determining the initial scope for projects being assigned to builders. Evaluating scope revisions and changing order requests from builders and making appropriate determinations. Monitoring contractor build times to ensure that builders are meeting both program and state required metrics. Responsible for tracking numerous metrics for the Senior PM and Galveston County that are crucial to overall program process flow.

Project Manager: St. John the Baptist Parish, Outreach Specialist/ Housing Minor Repair Housing Program, Client Project No. 623-005-PTS, St. John the Baptist Parish, LA | 2015 to 2016: Responsibilities: Conducted/Managed the parish's single-family residential outreach program funded under the parish's Hurricane Gustav and Ike CDBG Disaster Recovery Program. Under this program, 110 homeowners received assistance. Some responsibilities were: to contact all the homeowners to establish meeting time to review and execute the covenant, meet with each homeowner and have covenant signed and witnessed, notarize and file each covenant, provide weekly updates to the Parish, and deliver executed covenant to the Parish Grant Administrator. Responsibilities: Design, implementation and management of the program.

Project Manager: St. John the Baptist Parish, Minor Home Repair Housing Program, Client Project No. 623-002-PTS, St. John the Baptist Parish, LA | 2011 to 2013: Responsibilities: Conducted/Managed the parish's single-family residential inspections for The Minor Repair Housing Program. Over 300 inspections were performed on residents damaged by Hurricanes Gustav and Ike. Some responsibilities were: conducting Initial, Mid-point and final inspection, work write-up, lead report, before & after photograph, inspection reports, Environmental Reviews, contractor bids, property assignments, cost estimates, assign notice to proceed, review and approve contractor invoices and change order, provide weekly up-date to the parish, attend parish, homeowner and contractor meetings, mitigate homeowner and contractor issues, obtain Certification of Completion forms. Design, implementation and management of the program.

Project Manager: New York State Dormitory Authority (DASNY) Rehabilitation, Reconstruction, Elevation and Mitigation Program (RREM), 945-001-pts, New York | September 2013 to November 2014: Provided residential inspectors in response to Hurricane Sandy as a part of the DASNY RREM program for SBA for the state of New York. Provided 90 inspectors to the Long Island area and inspected over 360 commercial properties. Responsibilities: Design, implementation and management of the program inspections.

COURAGE IDUSUYI

PROGRAM MANAGER



Project Manager: New York State Dormitory Authority (DASNY) Rehabilitation, Reconstruction, Elevation and Mitigation Program (RREM), 351-016-pts, New York | September 2013 to November 2014: Provided residential inspectors in response to Hurricane Sandy as a part of the DASNY RREM program for SBA for the state of New York. Provided 90 inspectors to the Long Island area and inspected over 680 single family resident properties. Responsibilities: Design, implementation and management of the program inspections.

EDUCATION

- B.S. in Industrial Technology, Southeastern Louisiana University

EXPERIENCE SUMMARY

Jeff is an accomplished warranty coordinator with a proven track record of successfully managing warranty operations for large-scale residential projects. With extensive experience in overseeing warranty processes, he has led a team that provided warranty coverage for over 4,000 homes. His expertise includes implementing new technologies and procedures that have significantly improved the efficiency of warranty operations. He is highly skilled in customer communication, issue resolution, and maintaining high standards of service quality.

RELEVANT EXPERIENCE

Warranty Coordinator, Maritime Homes LLC / Disaster South LLC - St. Simons Island, GA | 2018 to Present: Responsibilities include coordinating warranty claims, managing homeowner communications, and ensuring timely and effective resolutions to warranty issues. He collaborates closely with construction managers, subcontractors, and vendors to address defects and coordinate repairs efficiently. He has developed and introduced innovative warranty tracking systems, streamlining claim processing and significantly reducing response times. His dedication to customer satisfaction has led to consistent positive feedback from homeowners, contributing to the company's reputation for reliable post-construction support. He also regularly reviews warranty data to identify recurring issues and works with project teams to implement preventive measures. He takes a hands-on approach to problem-solving and excels in creating standardized processes that maintain consistent service quality across multiple projects. His commitment to continuous improvement and his ability to train new team members have made him a key asset in maintaining operational excellence within the warranty department.

CORE COMPETENCIES

- Warranty Management and Coordination
- Customer Service Excellence
- Process Improvement and Innovation
- Team Leadership and Training
- Efficient Issue Resolution
- Collaboration with Construction Teams
- Data Analysis and Reporting
- Implementation of Quality Standards

KATHY RIVERS

QUALITY CONTROL PROGRAM MANAGER



EXPERIENCE SUMMARY

Kathy possesses over 25 years of housing and community development experience. Since 2006, she has served as the director of Community Development for Spartanburg County, SC, which is responsible for administering grant funds received for the county's housing and community development needs. She has managed over \$50 million in CDBG and HOME grants that have provided funding for demolition, rehabilitation, and new construction projects. Other notable experience includes serving as a program manager and senior planner providing HUD compliance oversight, Davis-Bacon Act wage monitoring, and NEPA environmental reviews.

RELEVANT EXPERIENCE

Director, Spartanburg County Community Development Department | 2006 to Present: The department is primarily responsible for administering grant funds received for Spartanburg County's housing and community development needs. The department provides housing, neighborhood revitalization, citizen participation, economic development, and other services (planning, project management, assistance to the homeless and other special needs populations, fair housing and handicapped accessibility) to the residents of Spartanburg County. As director, she oversees all aspects of departmental operations, including policy development, budgeting, staff supervision, and program implementation. She maintains robust partnerships with residents, nonprofit organizations, developers, and government agencies to ensure that local initiatives are inclusive, collaborative, and outcomes driven. She regularly represents the county at public forums, provides policy advisement to leadership, and coordinates major initiatives like the Spartanburg County Citizen's Academy. Prior to becoming director, she served as a program manager and senior planner, where she played key roles in budget oversight, HUD compliance, Davis-Bacon monitoring, and environmental reviews under NEPA. Her hands-on experience across all program areas has given her a deep, operational understanding of how to deliver compliant, effective, and community-centered development programs.

BRENT ANDERSON

SAFETY COORDINATOR



EXPERIENCE SUMMARY

Brent serves as a representative for Disaster South LLC. He is a highly experienced residential and commercial licensed general contractor, holding licenses in multiple states. He has been involved in the demolition, rehabilitation, and reconstruction of over 100 properties, exceeding \$1.5 billion in value. A results-driven professional with multiple decades of broad-based real estate development and construction experience, focused on comprehensive front-end project planning, front-end design validation, and regular project performance and process analysis, he believes properly planned and controlled project programs produces the strongest yields for the clients' investment. He is a strong advocate of the emerging trends in sustainable development best practices.

RELEVANT EXPERIENCE

Principal, Black Ink Development LLC., New York | 2022 to Present: Provide construction and development of single-family residential products.

Principal, Anderson Construction Management, Inc., Georgia | 2010 to Present: Managed construction and oversight of single-family and multifamily developments valued in the hundreds of millions of dollars

Director of Construction, Sea Island Company, Georgia | 2006 to 2009: Led key aspects of over \$500M in resort and hotel capital improvements, with a focus on replacing outdated infrastructure across a historic five-star resort campus.

Project Management, TDX Construction, New York | 2004 to 2006: Managed \$150M resort/hotel construction project for Sea Island Company, overseeing vertical construction, document control, contractor coordination, and schedule analysis. Led project meetings, negotiated change orders, and ensured timely project execution through consistent CPM schedule evaluations.

Project Engineering, WG Mills Construction, Florida | 2003 to 2004: Served as General Contractor's office and field representative for a new \$40M high school campus for the Manatee County School District, including a performing arts center, academic classrooms and labs, gymnasium, and administrative facilities.

Valuation Services Group, Arthur Andersen LLP | 2003 to 2004: Provided cost segregation and commercial real property appraisal for clients in several regions across US.

EDUCATION

- Master's in Building Construction, University of Florida
- B.A. in Business Administration, University of Georgia

REGGIE BARNER II

SUPERINTENDENT



EXPERIENCE SUMMARY

Reginal serves as a Department of Housing and Urban Development (HUD) housing inspector, which involves performing housing inspections to evaluate and ensure the structural integrity, safety, and overall condition of the housing unit. He has a proven track record of ensuring compliance with building codes, safety regulations, and quality standards. He is adept at managing teams, conducting thorough inspections, and resolving issues to maintain high-quality housing standards. He is also skilled in OSHA and HIPAA compliance, quality control, and client relations.

RELEVANT EXPERIENCE

Housing Inspector, Department of Housing and Urban Development (HUD) | 2023 to Present: Conduct inspections of various housing units to evaluate structural integrity, safety features, and overall condition, while assisting in the development of inspection protocols and checklists to enhance accuracy and efficiency. Document inspection findings and prepare comprehensive reports for management and stakeholders. Address client inquiries and concerns, delivering exceptional customer service and effectively resolving issues. Maintain current knowledge of building codes, regulations, and industry best practices to ensure compliance and high standards.

Lead Field Inspector, TFJ/TBG JanPro | 2012 to Present: Manage vendor contracts by evaluating frequency and industry variance, tailoring each contract to meet specific operational requirements. Assess and improve vendor satisfaction by evaluating the quality of work performed by contractors, maintaining high standards and profitability. Monitor adherence to contractual obligations at JanPro vendor sites, promptly addressing compliance issues. Supervise a team of five employees, providing oversight to ensure effective management and operational efficiency. Coordinate scheduling and manage the quality and efficiency of services rendered, maintaining financial feasibility and meeting client expectations. Review and adjust vendor accounts to accommodate changes in service needs and supplemental janitorial requests. Act as a liaison between vendors, site managers, and employees, facilitating clear communication and resolving operational issues.

CORE COMPETENCIES

- OSHA Compliance
- HIPAA Compliance
- Safety and Security Protocols
- Quality Control
- Team Management
- Technical Knowledge
- Problem-Solving

HENRY CATE

SUPERINTENDENT



EXPERIENCE SUMMARY

Henry serves as a superintendent for Disaster South. He is an experienced construction professional with a background in overseeing field operations across multiple residential neighborhoods.

RELEVANT EXPERIENCE

Superintendent, Disaster South | April 2025 to Present: Oversee field operations across multiple residential neighborhoods, ensuring efficient site management and adherence to construction timelines. Negotiate with vendors to secure optimal value in product selection, supply chain coordination, and logistics. Maintain a strong focus on quality control throughout all phases of home construction, ensuring completed homes meet high standards of craftsmanship and client expectations.

Internship, Georgia State Representative Marcus Wiedower | January 2025 to April 2025: Provided legislative support to Representative Marcus Wiedower at the Georgia State Capitol, managing official communications including his newsletter, organizing key documents, and attending legislative sessions. Gained direct exposure to policymaking processes, lobbyist interactions, and critical issue discussions by accompanying the representative to events and meetings.

Assistant to General Contractor, Maritime Homes | May 2023 to September 2023: Assisted the general contractor in managing day-to-day operations on residential construction sites, helping to ensure projects stayed on schedule and met quality standards. Coordinated communication with subcontractors and suppliers, tracked material deliveries, and maintained organized project documentation, including permits, RFIs, and change orders. Conducted site walkthroughs to monitor progress and supported jobsite logistics, inspections, and safety compliance. Helped manage client communications, prepared reports, and contributed to resolving on-site issues to keep residential builds running smoothly.

Assistant to General Contractor, Palmetto Building Group | May 2022 to August 2022: Assisted the general contractor in managing day-to-day operations on residential construction sites, helping to ensure projects stayed on schedule and met quality standards. Coordinated communication with subcontractors and suppliers, tracked material deliveries, and maintained organized project documentation, including permits, RFIs, and change orders. Conducted site walkthroughs to monitor progress and supported jobsite logistics, inspections, and safety compliance. Helped manage client communications, prepared reports, and contributed to resolving on-site issues to keep residential builds running smoothly.

EDUCATION

- B.S. in Political Science, Louisiana State University

EXPERIENCE SUMMARY

Ray brings the following credentials:

- Owner Ray-Stone LLC, a Carolinas-Virginia Minority Supplier Development Council Certified vendor
- 20 plus years of experience managing multiple residential renovation projects in North Carolina, South Carolina, and Georgia
- Completed over 350 new construction single-family homes
- Extensive experience dealing with North Carolina state agencies to ensure project efficiency, quality control, and resident satisfaction

At present, Ray currently serves as a superintendent for Disaster South. As a superintendent, he is responsible for overseeing the day-to-day operations on a job site, leading the team and ensuring everyone is working effectively. He plans and coordinates daily activities, keeping the project on track and meeting deadlines. He is also responsible for enforcing safety protocols and ensuring that the work meets the required standards. He will act as a central point of contact between subcontractors, suppliers, and stakeholders and address unexpected issues that arise on site to avoid delays and cost overruns.

RELEVANT EXPERIENCE

Superintendent, Disaster South LLC | 2025 to Present

Owner, Ray-Stone LLC | 2017 to Present

Owner, D R JADE Development | 2016 to Present

Director of Operations, Electrolux Builder Division | 1999 to 2017

EDUCATION/CERTIFICATION/LICENSURE

- North Carolina SWUC/HUB certification pending
- Carolinas-Virginia Minority Supplier Development Council Certified vendor (Certificate #CA05114)
- Certified Project Manager
- Bachelor of Science in Computer Science

DREW ENGLERT

SUPERINTENDENT



EXPERIENCE SUMMARY

Drew is an accomplished project and program management professional with over 15 years of experience, specializing in the AGILE Software Development Process and Scrum methodologies. He has a proven track record of driving continuous improvement and modernizing organizational applications by acting as a liaison between developers, product owners, and customers. He has successfully planned, coordinated, and executed more than 20 mobile training deployments to various units and organizations worldwide. With over 13 years of experience in requirements analysis, Drew has effectively engaged with customers and stakeholders to elicit and translate requirements into the software development feedback loop using tools like JIRA and Confluence. His expertise also includes performing black box testing of UI/UX on over 40 applications and collaborating with an organization comprising more than 10 development teams. Additionally, Drew has coordinated and delivered over 300 training evolutions, providing instruction to more than 1,000 individuals.

RELEVANT EXPERIENCE

Superintendent, Disaster South LLC, Georgia | 2025 to Present: Responsible for overseeing the day-to-day operations on a job site, leading the team and ensuring everyone is working effectively. He plans and coordinates daily activities, keeping the project on track and meeting deadlines. He is also responsible for enforcing safety protocols and ensuring that the work meets the required standards. He will act as a central point of contact between subcontractors, suppliers, and stakeholders and address unexpected issues that arise on site to avoid delays and cost overruns.

Requirements Analyst, Boeing Intelligence & Analytics, Virginia | 2023 to 2025: Communicated user requirements and feedback to cross-functional teams and stakeholders, engaging with customers to gather input. Served as a proxy for product owners and software developers throughout the lifecycle, providing insights and assisting with black box/beta product testing to support the development of new applications, features, and improvements. Keep product owners and users apprised of emerging issues and new features/products. Assisted users with nontechnical troubleshooting, delivered status updates on feature requests/bug fixes and collaborated to scope requirements.

Project Manager, Boeing Intelligence & Analytics, Virginia | 2013 to 2023: Gathered customer, user, and stakeholder requirements to identify opportunities and present them to product owners for inclusion in the backlog for program increments and bi-weekly sprints. Identify trends, patterns, and anomalies, then apply techniques and methodologies to identify vulnerabilities in targeted interests. Improved analytical workflows by developing training materials and providing formal system introductory and advanced training. Collaborated with teams and shaped strategic use of applications for daily operations and deployed effective strategies through efforts with internal departments.

JIM FUCETOLA

SUPERINTENDENT



EXPERIENCE SUMMARY

Jim serves as a superintendent and project manager for Disaster South. His primary objective is to support the functioning of business operations by managing staff, coordinating operations, and ensuring exceptional customer service.

RELEVANT EXPERIENCE

Superintendent/Project Manager, Disaster South | June 2024 to Present: Helped lead the successful production of over 4,000 single-family homes and the development of multiple residential neighborhoods, consistently delivering projects within an average 120-day construction timeline. Responsible for overseeing all phases of construction, from pre-construction planning to project closeout, including resource allocation, budgeting, scheduling, and quality control. Actively manage on-site construction activities, coordinate subcontractors and trades, and maintain open communication with stakeholders to ensure project milestones are met efficiently. Implement operational improvements and integrate new technologies to optimize project workflows and increase productivity. Proactively identify potential project risks and develop mitigation strategies to minimize delays and cost overruns.

Project Manager, Hillpointe Construction | January 2023 to Present: Oversee the execution of residential housing projects, guiding teams through the pre-construction, construction, and post-construction phases. Develop detailed project plans, establish project objectives, and ensure adherence to safety regulations and quality standards. Lead coordination with architects, engineers, and contractors to ensure seamless project execution. Conduct site inspections to assess progress and compliance with design specifications. Foster strong relationships with clients and stakeholders, addressing their concerns promptly and providing regular updates on project status. Manage project budgets, track expenses, and ensure financial efficiency throughout the project lifecycle.

Qualifying Agent, Maritime Homes | January 2022 to Present: Serve as the licensed qualifying agent responsible for overseeing residential construction activities. Ensure that all projects comply with state licensing regulations and building codes. Supervise and train team members to enhance their skills in construction practices. Review architectural plans and work orders to align construction activities with project specifications. Maintain accurate records of project progress and licensing documentation, ensuring compliance with regulatory requirements.

Assistant to General Contractor, Palmetto Building Group | 2013 to 2021: Assisted the general contractor in daily operations, including material procurement, site supervision, and crew coordination. Contributed to project planning by preparing schedules, estimating costs, and tracking progress. Supported the implementation of quality control measures to maintain high standards in construction practices. Coordinated with subcontractors and vendors to ensure timely delivery of materials and services. Facilitated communication between project management and on-site teams to streamline operations and address issues as they arose.

EDUCATION/CERTIFICATION/LICENSURE

- Undergraduate Degree, University of Georgia
- License general contractor in the state of Florida and Georgia

EXPERIENCE SUMMARY

Royal is an accomplished and results-driven construction superintendent with over 12 years of experience in residential construction. Demonstrating exceptional leadership and project management skills, he has successfully overseen the construction of more than 4,000 homes throughout the Southeast, maintaining an impressive average build time of 120 days. He has spearheaded the development of eight (8) thriving neighborhoods across Georgia and Florida, showcasing his ability to execute large-scale projects efficiently while maintaining high-quality standards. Overall, he brings a comprehensive set of skills to his role as a construction superintendent. He excels in project management, efficiently planning, scheduling, and overseeing daily on-site operations. As a natural leader, he guides teams to meet project milestones while upholding stringent safety standards. He is highly skilled in quality assurance, consistently ensuring that all projects meet local building codes and client expectations. His commitment to safety compliance is unwavering, implementing safety protocols to minimize risks and maintain a secure work environment. He possesses an ability to communicate effectively with stakeholders, including subcontractors, suppliers, and project managers, and ensures smooth coordination and collaboration. Additionally, he is adept at problem-solving, swiftly addressing unexpected challenges to keep projects on track and avoid costly delays.

RELEVANT EXPERIENCE

Royal has served as a construction superintendent for the past 12 years. As a superintendent, he is responsible for overseeing the day-to-day operations on a job site, leading the team and ensuring everyone is working effectively. He plans and coordinates daily activities, keeping the project on track and meeting deadlines. He is also responsible for enforcing safety protocols and ensuring that the work meets the required standards. He will act as a central point of contact between subcontractors, suppliers, and stakeholders and address unexpected issues that arise on site to avoid delays and cost overruns. The following represents his employment history since 2013:

Superintendent, Disaster South, LLC | 2024 to Present

Superintendent, Maritime Homes LLC | January 2022 to Present

Superintendent, Palmetto Development LLC | 2013 to 2021

CERTIFICATION

- NPDES Training Institute Level 1A Fundamentals Course (Georgia certified)
- Parma-Crete Concrete Resurfacing

DAVID JAMES

SUPERINTENDENT



EXPERIENCE SUMMARY

David brings the following credentials:

- Over 40 years of experience in single- and multi-family home construction in the southeast
- Holds light commercial certification/license
- Developed and constructed six (6) single- and multi-family neighborhoods
- County inspector for many years

He currently serves as a superintendent for Disaster South. As a superintendent, he is responsible for overseeing the day-to-day operations on a job site, leading the team and ensuring everyone is working effectively. He plans and coordinates daily activities, keeping the project on track and meeting deadlines. He is also responsible for enforcing safety protocols and ensuring that the work meets the required standards. He will act as a central point of contact between subcontractors, suppliers, and stakeholders and address unexpected issues that arise on site to avoid delays and cost overruns.

RELEVANT EXPERIENCE

Superintendent, Maritime Homes LLC / Disaster South LLC | 2018 to Present

Building Inspector, Glynn County, GA | 2009-2018

EDUCATION/CERTIFICATION/LICENSURE

- Certified Georgia Soil Level 1A
- Licensed general contractor in the state of Georgia

EXPERIENCE SUMMARY

Jeff is a highly accomplished superintendent and logistics professional with over 15 years of extensive experience in managing complex operations across both domestic and international settings. He has demonstrated exceptional leadership in coordinating large teams, managing critical logistics under pressure, and delivering clear, accurate cost and operational reports. Jeff's practical, solution-oriented approach makes him an invaluable asset in high-stakes environments, where he consistently ensures smooth project execution.

Jeff's expertise lies in project controls, logistical planning, and team leadership. His ability to streamline operations, maintain accurate cost reporting, and coordinate complex logistical tasks has earned him a reputation for reliability and efficiency. Whether managing disaster recovery projects or overseeing large-scale infrastructure initiatives, Jeff consistently delivers results by keeping operations on track and within budget.

RELEVANT EXPERIENCE

Site Supervisor, Disaster South LLC | September 2019 to Present: Various project control work including providing comprehensive project controls support across multiple large-scale infrastructure and disaster recovery projects throughout the U.S.

Camp Manager, Beachview Energy, LLC, FEMA post Hurricane Maria, Puerto Rico | February 2018 to August 2019: Managed camp operations supporting over 400 contracted workers, with direct supervision of 25 logistics personnel. Oversaw the delivery of critical services including fuel, food, accommodations, laundry facilities, and camp security. Coordinated the transport of 230 bucket trucks from port to final destination. Conducted daily cost analysis, maintained inventory, and prepared detailed daily cost reports to support operational efficiency and budget accountability.

Independent Contractor | April 2012 to January 2018: Provided various project control work for projects located across the United States and Dubai, UAE.

LOGCAP IV Estimator, Mid., DYNCORP INT, Kandahar, Afghanistan | September 2009 to March 2012: Oversaw the technical direction of a team of estimators for projects of moderate size and complexity, with a focus on specialized construction areas. Served as a technical specialist in developing advanced estimating methods and contributed to the sequencing of construction activities by outlining key components such as labor, materials, and equipment. Served as a Maintenance Supply Liaison to improve coordination between project management and the supply chain, implementing process improvements to enhance material flow efficiency. Responsibilities included reviewing and entering manufacturing parts data, gathering proposal information from vendors, preparing final cost reports for government contracts, and supporting pricing audits through direct interface with government auditors.

CERTIFICATIONS

- Ergonomics
- Fire Prevention
- Portable Fire Extinguishing Equipment and Mechanisms

EXPERIENCE SUMMARY

Randy brings the following credentials:

- General Contractor industry for over 35+ years
- Plumbing Contractor for single family and multifamily homes
- Facilitated military multi-family housing
- Facilitated and managed multi-million-dollar renovation projects

He currently serves as a superintendent for Disaster South. As a superintendent, he is responsible for overseeing the day-to-day operations on a job site, leading the team and ensuring everyone is working effectively. He plans and coordinates daily activities, keeping the project on track and meeting deadlines. He is also responsible for enforcing safety protocols and ensuring that the work meets the required standards. He will act as a central point of contact between subcontractors, suppliers, and stakeholders and address unexpected issues that arise on site to avoid delays and cost overruns.

RELEVANT EXPERIENCE

Superintendent, Maritime Homes LLC / Disaster South LLC | 2022 to Present

Owner, Rogers Plumbing | 2012 to 2022

EDUCATION/CERTIFICATION/LICENSURE

- Certified Georgia Soil Level 1A
- Licensed plumbing contractor in the State of Georgia

CLYDE “CHRIS” SMITH

SUPERINTENDENT



EXPERIENCE SUMMARY

Chris serves as a superintendent for Disaster South LLC. He also leads the procurement department for Disaster South LLC and has 33 years' experience in the construction business. He is highly experienced in procedures and techniques utilized in the construction industry. Among his many responsibilities, product mix, purchasing, and negotiations with vendors are paramount. He brings vast experience in operational management and procurement.

RELEVANT EXPERIENCE

Superintendent/Procurement Manager, Maritime Homes LLC/Disaster South LLC | 2020 to Current

- Leveraging experience with vendors and negotiations to ensure the best value with regards to product mix, supply chain and logistics.

Millwork Sales Manager, Lang Building Supply Brunswick, GA | 2015 to 2020:

- Responsible for identifying market opportunities and enhancing sales.
- Developed and implemented sales strategies and to expand a strong market presence.
- Collaborated with clients and vendors to ensure smooth operations and customer satisfaction.
- Negotiated terms and conditions across multiple vendor partnerships to ensure best product mix and favorable pricing.

Operations Coordinator, VNS Corporation Brunswick, GA | 2001 to 2015:

- The detailed coordination of operations involving supplies and facilities.
- Support and assistance provided to customers before and after the purchase of products.
- Managed multiple accounts both residential and commercial to include a vast array of materials.

Operations and Logistics Manager, Stringer Lumber Company – McDonough, GA | 1992 to 2001:

- Chris led operations and logistics focusing on changes in customer demand.

EDUCATION

- Bachelor's in Management and Marketing, Clayton State University

EXPERIENCE SUMMARY

Todd brings the following credentials:

- Over 30 years of experience building homes
- Owned and operated 9th largest home building company in Atlanta, Georgia
- Developed and constructed over 11 neighborhoods in the Atlanta area

He currently serves as a superintendent for Disaster South. As a superintendent, he is responsible for overseeing the day-to-day operations on a job site, leading the team and ensuring everyone is working effectively. He plans and coordinates daily activities, keeping the project on track and meeting deadlines. He is also responsible for enforcing safety protocols and ensuring that the work meets the required standards. He will act as a central point of contact between subcontractors, suppliers, and stakeholders and address unexpected issues that arise on site to avoid delays and cost overruns.

RELEVANT EXPERIENCE

Superintendent, Maritime Homes LLC / Disaster South LLC | March 2023 to Present

Project Manager/Division Manager, Landmark Homes, Savannah | 2019 to 2023

EDUCATION/CERTIFICATION/LICENSURE

- Certified Georgia Soil Level 1A
- Licensed general contractor in the state of Georgia
- B.A. Business, University of Mississippi (1994)

[illegible]

[illegible]

[illegible]



Great Midwest Insurance Company
401 Edgewater Pl. Suite 125/130
Wakefield, MA 01880
(781)-464-0000

September 15, 2025

State of North Carolina
Department of Commerce
Division of Community Revitalization

Re: DOC 1690846196

To whom it may concern:


It is the privilege of Great Midwest Insurance Company to provide surety bonds for Disaster South, LLC. They currently possess a single bond capacity of \$10,000,000 and an aggregate bond capacity of \$20,000,000.

It is our opinion that Disaster South, LLC is an outstanding contractor, and we consider them to be valued clients in whom we have great confidence. At their request, we will give favorable consideration to providing required performance and payment bonds.

Please note that the decision to issue performance and payment bonds is a matter between Disaster South, LLC and Great Midwest Insurance Company, and will be subject to our standard underwriting at the time of the bond request. This will include but not be limited to the acceptability of the contract documents, bond forms, and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

Great Midwest Insurance Company is an A, A.M Best rated insurance company. If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely, 


Sam Spotts
Attorney-in-Fact

ADDRESS

225 Marina Drive
P.O. Box 20668
St. Simons Island, GA 31522

PHONE

912-638-8600

ONLINE

oakbridgeinsurance.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/2/2025

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 Oakbridge Insurance Agency LLC P.O. Box 20668 Saint Simons Island GA 31522		CONTACT NAME: Kathleen Ferra PHONE (A/C, No, Ext): (912) 268-4612 FAX (A/C, No): (912) 634-1819 E-MAIL ADDRESS: kferra@oakbridgeinsurance.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Upland Specialty Insurance Company	16988
INSURED Disaster South LLC P.O. Box 1993 Brunswick GA 31521		INSURER B: Progressive Mountain Insurance	35190
		INSURER C: Landmark American Ins Co	33138
		INSURER D: Insurance Company Of The West	27847
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1737048129**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5,000 DED <input checked="" type="checkbox"/> DED BI/PD & MED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	USPCL0209024	11/7/2024	11/7/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	989163953	11/8/2024	11/8/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			LHA603695	11/8/2024	11/8/2025	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
D	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 <input type="checkbox"/>	Y N/A	WGA508088600	11/7/2024	11/7/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**State of North Carolina
Department of Commerce
Division of Community Revitalization

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations and completed operations for which you have agreed in a written and executed contract prior to an "occurrence."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations and completed operations for which you have agreed in a written and executed contract prior to an "occurrence."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other Commercial General Liability insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other Commercial General Liability insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other Commercial General Liability insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization you have agreed in a written and executed contract, prior to an "occurrence", that you would provide such person or organization a waiver of transfer of rights of recovery against others to us on your policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Form 2366 (02/11)

Blanket Additional Insured Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Additional Insured Endorsement, **we** agree with **you** that any person or organization with whom **you** have executed a written agreement prior to any **loss** is added as an additional **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to such additional **insured** only as a person or organization liable for **your** operations and then only to the extent of that liability. This endorsement does not apply to acts, omissions, products, work, or operations of the additional **insured**.

Regardless of the provisions of paragraph a. and b. of the "Other Insurance" clause of this policy, if the person or organization with whom **you** have executed a written agreement has other insurance under which it is the first named **insured** and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between **you** and that person or organization, signed and executed by **you** before the **bodily injury** or **property damage** occurs and in effect during the policy period, requires this insurance to be primary and non-contributory.

In no way does this endorsement waive the "Other Insurance" clause of the policy, nor make this policy primary to third parties hired by the **insured** to perform work for the **insured** or on the **insured's** behalf.

ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

Form 2367 (06/10)

Blanket Waiver of Subrogation Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Waiver of Subrogation Endorsement, **we** agree to waive any and all subrogation claims against any person or organization with whom a written waiver agreement has been executed by the named insured, as required by written contract, prior to the occurrence of any **loss**.

ALL OTHER TERMS, LIMITS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.



September 4, 2025


Mr. Vassa Cate, President
Disaster South, LLC
1813 Frederica Rd
St. Simons Island, GA 31522

RE: Workers Compensation ERM History

Dear Donald,

This will confirm Disaster South, LLC's workers compensation experience rating modifications (ERM) effective 11-7-2024 to 11-7-2025 is .87. Disaster South did not have an experience rating modification prior to 11-7-2024.

Best Regards,


Fred W. McGinty, CPCU
Senior Client Executive

/kcf

ADDRESS

225 Marina Drive
P.O. Box 20668
St. Simons Island, GA 31522

PHONE

912-638-8600

ONLINE

oakbridgeinsurance.com



BID ADDENDUM

September 3, 2025

FAILURE TO RETURN THIS ADDENDUM MAY SUBJECT YOUR BID TO REJECTION

Solicitation Number	Doc1690846196
Solicitation Description	Residential Demolition, Reconstruction, Rehabilitation, and Manufactured Housing Unit Replacement for Hurricane Helene impacted Counties
Addendum Number	1

CLARIFICATION:

Vendors that were prequalified under Request for Proposal (RFP) #Doc1539254856 for Residential Demolition, Reconstruction, Rehabilitation, and Manufactured Housing Unit Replacement for Hurricane Helene impacted Counties do not need to submit an offer to this solicitation (Doc1690846196).

CHANGES TO RFP:

Section 3.3 PROPOSAL EVALUATION PROCESS, the last paragraph has been amended to remove the reference to "BAFO process". The last paragraph of 3.3 PROPOSAL EVALUATION PROCESS is stricken as written in the original solicitation and is hereby replaced with the following language:

Upon completion of the evaluation process, the State will make award(s) based on the evaluation 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.

RESPONSE TO QUESTIONS:

State's Responses to Questions Received by the due date and time of August 29, 2025, by 10:00 am ET. The Question appears exactly as submitted by the Vendor.

	REFERENCE	VENDOR QUESTION	DCR RESPONSE
1	Section 3. Method of Award and Proposal Evaluation Process. Paragraph 3.1. Page 11.	The first paragraph states that the State intends to select qualified Vendors to add to the 20 Vendors selected previously. a. Can Vendors that responded to the previous solicitation but	Yes, Vendors that previously responded to Doc1539254856 may submit an offer. Vendors are reminded to submit ALL requested and required information with the Vendor's offer.

		<p>were not awarded a contract also submit a proposal for this Solicitation?</p> <p>b. Have the previously selected Vendors started working on this project?</p>	<p>Single-family housing construction has begun, so one or more of the previously selected vendors have received or will receive projects.</p>
2	<p>Section 3. Method of Award and Proposal Evaluation Process. Page 12.</p>	<p>This indicates that the State will conduct a one-step evaluation of proposals.</p> <p>a. Could the state provide the names of the evaluation committee?</p> <p>b. Will the implementation Vendor serve as an evaluation committee member?</p>	<p>No, the names of the evaluation committee members will not be provided at this time. Vendors are reminded of RFP Section 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATION DURING EVALUATION.</p> <p>No, the implementation Vendor is not a member of the evaluation committee.</p>
3	<p>Section 3. Method of Award and Proposal Evaluation Process. Paragraph 3.3. Page 13.</p>	<p>Paragraph 2 on page 13 mentions a BAFO process. Would a BAFO occur if the State is setting the rates?</p>	<p>There will be no BAFO process. The reference to BAFO has been stricken from the RFP, as shown on page 1 of this Addendum.</p>
4	<p>Section 7.0. Required Vendor Information. Paragraph 7.13. Page 35.</p>	<p>The State is setting a non-negotiated price schedule.</p> <p>a. Can the State advise how this pricing was determined?</p> <p>b. Was this pricing standardized from the awarded vendors selected from the previous RFP?</p> <p>c. Are the awarded vendors from the previous solicitation also charging the same rates?</p>	<p>Proposed pricing from vendors was submitted in response to Doc1539254856 and was analyzed by the State. The State then determined what it deemed to be fair and reasonable pricing applicable to all prequalified Vendors.</p> <p>Yes, the Doc1539254856 awarded Vendor rates are the same rates included within this solicitation (Doc1690846196).</p>
5	<p>Section 3.1: Method of Award, Page 11</p>	<p>How many vendors do you anticipate being awarded in addition to the 20 vendors selected previously?</p>	<p>The number of prequalified Vendors will depend on the applicant pool. The State does not have a target number at this time.</p>

6	Section 2.7: Proposal Contents, Page 10	Do the "Description of Experience" and "Proposed Methodology" items provided in the offer checklist need to be provided separate of the Vendor Information required in section 7.0?	The information does not need to be provided twice, but Section 7.0 does not ask about methodology. Just ensure that the offer adequately describes the vendor's experience and approach to the work, regardless of where it is addressed in the proposal.
7	Section 2.1 - Request for Proposal Document, Page 6	How is this RFP different from Request for Proposal #: Doc1539254856 issued April 16, 2025? If a builder was accepted under the previous RFP should they still submit under this RFP?	<p>This RFP provides more specificity regarding the bonding requirement in Sections 4.1 and 4.9, and it provides a checklist for vendors to ensure they submit all required documentation in Section 2.7.</p> <p>Vendors that were prequalified under Request for Proposal (RFP) #Doc1539254856 for Residential Demolition, Reconstruction, Rehabilitation, and Manufactured Housing Unit Replacement for Hurricane Helene impacted Counties do <u>not</u> need to submit an offer to this solicitation (Doc1690846196).</p>
8	Section 5.1 - SCOPE OF SERVICES; page 19	The RFP states "General contractors will be awarded Projects at the sole discretion of DCR and/or DCR's implementation vendor." The question is - will the 20 already awarded general contractors and the newly selected/approved GC's from this RFP all get at least some Projects in order to prove/establish their value to the recovery program? If so, then please provide an estimated quantity.	As stated in Section 3.1, the State makes no guarantees as to whether awarded Vendors will receive assignments, the volume of assignments, or the project types of the assignments.
9	Section 5.2.3 - RECONSTRUCTION Size and New Unit Configuration;	Under the bedroom/bathroom configuration table, the RFP states "Attached garages are allowable when required by code or HOA	The vendor will be responsible for identifying any HOA or deed restrictions.

	page 24	requirements." The question is - who is responsible for final determination regarding whether or not there is a HOA and if a garage is required?	
10	Section POTTOCK floor plan; page 44	The POTTOCK floor plan is the only one of the 3 floor plans provided that show shutters at the front windows. Will shutters be required?	Decorative shutters will be required for that plan set.
11	POTTOCK, SUMBA, and HAFLINGER floor plans; pages 44-46	All 3 floor plans show the house to be an elevated foundation with railings installed along the covered front porches. If the new home is built with a slab-on-grade foundation, will the porch railings be included?	Yes.
12	2.0 General Information Page 6	Is there any benefit or downfall to bid RFP #Doc1690846196 if the vendor was a successful or unsuccessful bidder in response to RFP #Doc1539254856? Is this RFP solely for new vendors that did not attempt to bid the originally posted and awarded RFP?	Vendors that were awarded a contract under RFP #Doc 1539254856 should not bid on this RFP. This RFP is for new vendors, including those that bid previously but were not awarded.
13	2.3 Notice to Vendors Regarding RFP Terms and Conditions Page 7	What is the difference between RFP #Doc1539254856 and RFP #Doc1690846196?	See response to Question #7.
14	2.3 Notice to Vendors Regarding RFP Terms and Conditions Page 7	Is the intent for this RFP to bring on additional vendors into the Renew NC Program by offering any vendors who were not awarded a contract from RFP# Doc1539254856 another opportunity to participate in the program by way of this additional RFP?	Yes.
15	2.3 Notice to Vendors Regarding RFP Terms and Conditions Page 7	For vendors awarded a contract as a result of RFP# Doc1539254856, is it in their best interest to also submit a proposal to this RFP to ensure that they can participate within the program no matter which solicitation is utilized?	Vendors that were prequalified under Request for Proposal (RFP) #Doc1539254856 for Residential Demolition, Reconstruction, Rehabilitation, and Manufactured Housing Unit Replacement for Hurricane Helene impacted Counties do <u>not</u> need to submit an

			offer to this solicitation (Doc1690846196).
16	2.3 Notice to Vendors Regarding RFP Terms and Conditions Page 7	Should previously awarded vendors for RFP# Doc1539254856 also bid this RFP or no need to?	See response to Question #7 and #15.
17	2.3 Notice to Vendors Regarding RFP Terms and Conditions Page 7	If a vendor bid RFP# Doc1539254856 and was not awarded, can the vendor bid this new RFP to be selected?	Yes.
18	2.3 Notice to Vendors Regarding RFP Terms and Conditions Page 7	Would vendors awarded contracts under this new RFP be considered a 2nd tier vendor within the Renew NC Program or by being awarded a contract for this RFP, they are in line to receive an equal share of work as originally awarded vendors and this RFP is solely acting as an avenue for additional vendors to participate in the program?	As stated in Section 3.1, the State makes no guarantees as to whether awarded Vendors will receive assignments, the volume of assignments, or the project types of the assignments. Whether vendors are awarded under this RFP or were awarded previously will not be a factor in determining project assignments.
19	4.0 Requirements Page 14	Will any vendors that do not completely fulfill the requirements have an opportunity to be awarded this resulting contract?	Responsive offers will be evaluated but there is no guarantee of an award, particularly if the vendor does not demonstrate that it meets the qualifications.

Execute Addendum:VENDOR: Disaster South

AUTHORIZED SIGNATURE: _____

NAME and TITLE (Print or Typed): Vassa Cate, PresidentDATE: 9/22/25

DISASTER SOUTH, LLC

1813 FREDERICA ROAD, SAINT SIMONS ISLAND, GA 31522

www.disastersouth.com