

**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](mailto:angela.dunaway@commerce.nc.gov)  
919-526-8340

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

Refer <u><b>ALL</b></u> Inquiries regarding this RFP to: <a href="mailto:angela.dunaway@commerce.nc.gov">angela.dunaway@commerce.nc.gov</a>	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 I felony and certifies that:

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

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

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

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

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

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

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

COMPLETE/FORMAL NAME OF VENDOR: <b>Jon W Home Sales, LLC</b>		
STREET ADDRESS: <b>864 Sandy Road</b>	P.O. BOX:	ZIP: <b>28340</b>
CITY & STATE & ZIP: <b>Fairmont, North Carolina</b>	TELEPHONE NUMBER: <b>[REDACTED]</b>	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE :		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: <b>Jonathan W. Hunt/ President</b>		FAX NUMBER:
VENDOR'S AUTHOR <b>[REDACTED]</b>	DATE: <b>9-4-2025</b>	EMAIL: <b>[REDACTED]</b>

Proposal Number: Doc1690846196

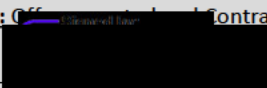
Vendor: Jon W. Home Sales, LLC

**VALIDITY PERIOD**

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

**ACCEPTANCE OF PROPOSAL**

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

**FOR STATE USE ONLY:**  Contract awarded this 3rd day of December, 2025, as indicated on the attached certification, by \_\_\_\_\_ (Authorized Representative of Department of Commerce).

# Turnkey Recovery Housing Program Proposal

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**In response to Request for Proposal #: Doc1690846196**

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

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**Submitted to:**

State of North Carolina Department of Commerce, Division of Community Revitalization (NC-DCR)

**Submitted by:**

Jon W Home Sales, LLC  
Prime Contractor

In Joint Venture with TL Wallace Construction, Inc. and Gouras & Associates, LLC

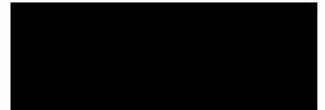
**Due Date:** September 22, 2025 BEFORE 2:00 p.m. ET

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Jon W Home Sales, LLC



September 11, 2025

State of North Carolina

Department of Commerce, Division of Community Revitalization

Attn: Angie Dunaway, DCR Procurement Director

Re: Proposal Submission – Turnkey Recovery Housing Program

Dear Evaluation Committee:

Jon W Home Sales, LLC is pleased to submit this proposal to serve as the lead contractor for the Turnkey Recovery Housing Program in partnership with TL Wallace Construction, Inc. and Gouras & Associates, LLC. Together, our team brings unmatched experience in disaster recovery housing, site construction, program compliance, and homeowner engagement. As a **HUB-certified, Native American-owned business based in North Carolina**, JWHS is uniquely positioned to lead this effort with deep local roots and a proven track record.

We have carefully reviewed the RFP requirements and assembled a qualified, responsive team that is capable of delivering high-quality, code-compliant housing to disaster-impacted residents across the region. Our proposal includes all required attachments, certifications, and supplemental documentation to demonstrate our commitment, capacity, and readiness. If awarded, we are prepared to mobilize within 45 days of the award and complete assigned construction projects within the contracted times, as stated in the RFP, to reduce potential hazards to public welfare and safety.

We appreciate your consideration and welcome the opportunity to partner with the State of North Carolina in delivering critical housing recovery solutions. Please do not hesitate to contact us if any additional information is required.

Sincerely,



**Jonathan Hunt**  
**Managing Member**  
**Jon W Home Sales, LLC**

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### **Required Attachments and Forms..... 19**

- Completed / Executed RFP # Doc1690846196, including the following executed attachments:
  - Attachment A – Project Type(s) Vendor Perform
  - Attachment D – Location of Workers Utilized by Vendor
  - Attachment E – Historically Underutilized Business Information
  - Attachment F – Certification for Contracts, Grants, Loans and Cooperative Agreements
  - Attachment G – Disclosure of Lobbying Activities (Form SF-LLL)
  - Attachment H – Experience, Qualifications, References

### **Supporting Documentation..... 118**

- Appendix A – Certification & Status Documentation (North Carolina HUB Certification, Documentation of Tribal Status – JWHS)
- Appendix B – Dealer License for Manufactured Housing (JWHS), MHU Experience Documentation
- Appendix C – North Carolina General Contractors License (TL Wallace), CDBG Rehabilitation/Reconstruction Experience Documentation
- Appendix D – Surety Letters & Certificates of Insurance (JWHS / TL Wallace)
- Appendix E – Experience Modification Rate (EMR) Verification
- Appendix F – Financial Solvency Documentation
- Appendix G – Team Resumes and Credential

## Section 7.0 – Required Vendor Information

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### 7.1 Vendor Information

- **Prime Vendor:**

**Jon W Home Sales, LLC (JWHS)**

864 Sandy Road, Fairmont, NC 28340

Phone: [REDACTED]

Certification: Native American-Owned, HUB Certified (HUB-4016996), NCSBE Certified (NCSBE-4016996)

- **Joint Venture Partners:**

**TL Wallace Construction, Inc.**

Columbia, MS | General Construction & Demolition Lead

**Gouras & Associates, LLC**

Ridgeland, MS | Program Management & Compliance Lead

- **Office Location & Staffing Plan**

TL Wallace Construction maintains a physical presence in North Carolina through its affiliated entity, Southern Tire Mart, with three operational sites located in Waynesville, Mebane, and Mount Airy. Of these, the Waynesville location will serve as the central field operations hub for activities under this program. As needed, Gouras & Associates will co-locate team members with JWHS and TL Wallace throughout implementation.

Each firm maintains flexible staffing models that enable rapid scaling based on the volume of assignments issued by the State. The core team will be established at the primary field office in Waynesville and supplemented with surge staff—including construction crews, field supervisors, compliance auditors, and homeowner liaisons—as project needs increase. This model ensures adequate coverage across the thirty-nine (39) counties affected by Hurricane Helene while maintaining responsiveness, quality, and local familiarity.

Our team’s multi-location footprint, combined with scalable resource allocation, allows us to meet the logistical demands of any assignment size issued by the program, from targeted pilot groups to full-county implementation phases.

- **Licensure:**

All firms commit to obtaining or maintaining the required North Carolina general contractor licensure before contract execution. TL Wallace Construction, Inc. is currently licensed as a general contractor in North Carolina; please see Appendix C for documentation of licensure.

- **Bonding Capacity:**

TL Wallace Construction has a current bonding capacity of **\$75 million per project** and **\$150 million aggregate**, while Jon W. Home Sales has a bonding capacity of

**\$500,000 per project and \$500 million aggregate**, both backed by A-rated sureties. See Appendix D – Surety Letters for verification of bonding capacity.

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## **7.2 Company Narrative**

The proposed joint venture—led by Jon W Home Sales, LLC (JWHS), in partnership with T.L. Wallace Construction and Gouras & Associates—brings unmatched experience and capability across all components of the Turnkey Recovery Housing Program (TRHP), including demolition, rehabilitation, reconstruction, and manufactured housing.

### **A Team Purpose-Built for Recovery**

Each partner brings specific strengths:

- **JWHS** is a Native American-owned, HUB-certified business based in North Carolina, with over a decade of experience in the manufactured housing industry. JWHS has delivered and installed HUD-code homes for NCORR, REBUILD NC, NC WARM, and the Lumbee Tribe, demonstrating a strong cultural connection and operational efficiency.
- **TL Wallace** is a trusted regional construction firm with over \$1.2 billion in completed disaster recovery projects, including permanent housing, infrastructure, and large-scale demolition and debris operations. With a deep bench of project managers, field supervisors, and skilled labor, TL Wallace is prepared to lead high-volume field execution. TL Wallace is a wholly owned company of Duff Capital Investors, which employs over 15,000 people and generates \$5 billion in revenue.
- **Gouras & Associates** brings decades of experience in federal grant management on a wide array of hurricane recovery programs and projects, including housing, infrastructure, recovery, economic development, and workforce initiatives. Their role is to support client compliance with FEMA and HUD standards and federal regulations through best practices in regulatory compliance, documentation, labor standards, program reporting, financial oversight, FEMA individual assistance, FEMA public assistance, and overall CDBG-DR program and project administration from project inception through grant closeout.

### **Full-Scope Capability**

Our team can deliver the full TRHP scope through a fully integrated, centralized model:

- **Demolition & Site Prep:** TL Wallace has extensive experience in fulfilling and closing out FEMA and CDBG-DR-funded demolition and debris removal projects across the Southeast. Crews are trained in asbestos protocols, safety standards, and permit compliance.
- **Rehabilitation:** Our team has led housing rehab projects in both urban and rural environments. JWHS and TL Wallace understand code compliance and are familiar with common repair scopes involving roofs, HVAC, electrical, plumbing, mold, and ADA.

- **Reconstruction:** TL Wallace offers shovel-ready construction teams with reconstruction plan sets designed to meet NC building code and HUD MPS (Minimum Property Standards). They've delivered permanent housing in disaster zones with tight timelines and complex site conditions.
- **Manufactured Housing:** JWHS is an industry specialist in MHU supply, delivery, setup, and final certification. Their team coordinates factory delivery, local inspection, utility connection, tie-down/anchoring, and homeowner orientation—offering true turnkey capability.

### Why This Team?

- **Local presence with national capacity:** JWHS is a NC-based prime. With a main office located in Fairmont, along with TL Wallace's offices located in Waynesville, Mebane, and Mount Airy, the team will have a statewide presence.
- **Disaster recovery specialists:** Every firm on this team has direct experience in post-disaster housing under HUD and FEMA programs.
- **Audit-prepared:** Gouras & Associates helps clients maintain readiness for HUD, OIG, and state audits by employing proven systems and personnel.
- **Culturally competent and community-focused:** We prioritize clear communication, homeowner support, and respectful engagement.

This team brings the tools, personnel, systems, and dedication needed to help North Carolina recover—not only by rebuilding homes, but also by strengthening community resilience.

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### **7.3 Company Profile**

This section provides a comprehensive overview of each joint venture partner's background, capabilities, and alignment with the goals of the Turnkey Recovery Housing Program. Together, the partners offer a synergistic mix of regional experience, technical expertise, and administrative capacity to deliver high-quality, resilient housing to North Carolina communities affected by disasters.

The joint venture is strategically designed to combine local knowledge and representation (JWHS), extensive field construction capabilities (TL Wallace), and best-in-class compliance, finance, and policy administration (Gouras & Associates). Each firm has a strong reputation in its respective domain and a history of successfully managing complex, publicly funded housing programs, and has combined capital resources to more than ensure the financial stability and completion of this project.

Our unified organizational structure is purpose-built for scalable program delivery. From manufactured housing installation to permanent reconstruction, our team's service profile directly aligns with the comprehensive needs identified in the RFP. By leveraging shared technology platforms, centralized oversight protocols, and consistent staffing commitments,

we facilitate coordinated implementation and responsive service to NC-DCR and affected homeowners.

The company profiles below highlight specific strengths, while subsequent sections address the team's bonding, licensing, and financial resources that collectively demonstrate readiness to perform.

#### **a) Overview of History and Services**

Each firm in our joint venture brings a distinct legacy of service and a track record of delivering critical housing and infrastructure projects. Together, we are uniquely positioned to implement every element of the Turnkey Recovery Housing Program.

- **Jon W Home Sales, LLC (JWHS)**, a North Carolina Limited Liability Company organized in February 2021, is a Native American-owned, HUB-certified, and SBE-certified business based in Fairmont, North Carolina. With more than a decade of hands-on experience in the manufactured housing sector, JWHS has successfully completed projects for NCORR, NC WARM, the Lumbee Tribe, and other regional recovery programs. Their expertise spans manufactured home procurement, delivery, setup, utility connection, and homeowner education.
- **TL Wallace Construction, Inc.**, a Mississippi Small Business Corporation (S-Corp) founded in July 1975, is a leading general contractor with deep experience in post-disaster recovery construction. Headquartered in Mississippi and licensed in North Carolina, TL Wallace has completed over \$1.2 billion in federally funded infrastructure and housing work, including modular housing, debris removal, site development, and vertical reconstruction. The firm's capabilities are grounded in its operational scale, bonding capacity, capital resources, financial liquidity, and trained field workforce.
- **Gouras & Associates, LLC**, a Mississippi Limited Liability Company organized in September 2005, is a highly respected disaster recovery and grants management consulting firm. Based in Mississippi and active across the southeastern U.S., Gouras & Associates specializes in managing HUD and FEMA-funded programs. Their work includes project design, regulatory compliance, procurement guidance, eligibility review, documentation management, labor standards, and Section 3 implementation. Gouras & Associates supports client compliance throughout the program lifecycle while prioritizing transparency and accountability.

#### **b) Relevant Experience**

Our team has successfully executed projects that are directly analogous to the work required under this RFP.

- **JWHS** has worked extensively with NCORR and other North Carolina housing agencies to deliver manufactured homes under urgent post-disaster timelines. Through REBUILD NC and NC WARM, JWHS has established relationships, permitting



knowledge, and logistical expertise to deliver homes on time and in compliance with HUD regulations.

- **TL Wallace Construction** led the implementation of Mississippi's Alternative Housing Pilot Program (MAHPP), delivering modular housing units across coastal and inland counties. The firm also played a key role in the Port of Gulfport Restoration and administered the Neighborhood Homes program, involving demolition, site work, and full reconstruction of single-family housing on a large scale. The company has also successfully implemented a variety of disaster-related housing projects for the State of Texas, on which the company worked in part with its teaming partner, Ronnie Artigues (Gouras & Associates)
- **Gouras & Associates** provides project management and compliance support for numerous disaster recovery programs across the Southeastern U.S., including infrastructure, drainage, economic revitalization, and resiliency initiatives. The firm currently serves as program manager for public clients across multiple states, such as Gulf County, Florida, and Hancock County, Mississippi. Gouras & Associates brings deep expertise in federal grant compliance and recovery policy, led by a senior team of professionals with decades of experience in housing, infrastructure, and federally funded community development programs.

Chris G. Gouras, Jr., founder and principal of the firm, brings over 30 years of experience in public finance, grant administration, and disaster recovery. He has served as a trusted advisor to cities, counties, and state agencies, supporting the development and implementation of large-scale CDBG, CDBG-DR, and FEMA-funded programs. Mr. Gouras oversees strategic direction and financial structuring for the firm's recovery work and has a long history of aligning regulatory compliance with practical program execution.

Ashley Edwards, an experienced leader in disaster recovery policy and program design, has served in both public sector and consulting roles supporting long-term housing recovery initiatives. He has advised state agencies on the development and administration of CDBG-DR housing programs, authored recovery policy guidance, and helped to operationalize recovery strategies across multiple funding sources. His background includes serving as Director of the Governor's Office of Recovery and Renewal in Mississippi, where he coordinated state-level program development in partnership with the Mississippi Development Authority following Hurricane Katrina. In that role, he led interagency planning and funding alignment efforts and was instrumental in designing and implementing housing programs funded by FEMA and HUD. He has maintained strong policy and operational expertise in cross-agency coordination for federally funded recovery housing initiatives, including directly overseeing housing recovery programs led by TL Wallace. He brings a strategic understanding of the policy landscape, as well as a practical skill set for implementation, oversight, and compliance support.

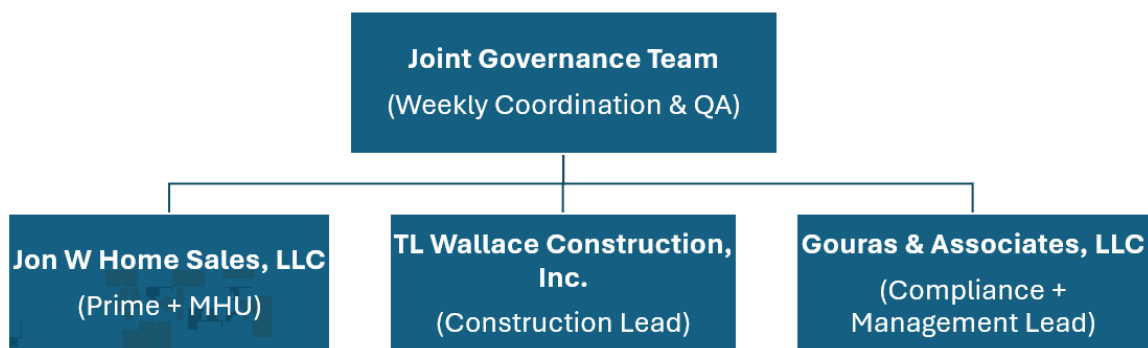
Together, our experience spans the full project lifecycle—from applicant intake to closeout reporting—and includes every major funding source and compliance regime relevant to North Carolina’s recovery strategy.

### c) Organizational Chart

The following structure outlines the respective responsibilities of each joint venture partner:

- **Jon W Home Sales, LLC (Prime Contractor & MHU Lead):** Serves as the official contract holder and lead firm. Responsible for manufactured home procurement, delivery coordination, utility tie-ins, and homeowner liaison functions.
- **TL Wallace Construction, Inc. (Construction Lead):** Responsible for demolition, site preparation, infrastructure development, and all vertical construction including rehabilitation and reconstruction.
- **Gouras & Associates, LLC (Compliance & Program Management):** Provides centralized grant and regulatory compliance support, document tracking, reporting, and quality assurance aligned with NC-DCR and HUD standards.

This structure provides clear lines of accountability while enabling real-time collaboration between field and administrative functions. All firms report through a centralized joint governance team that will operate collectively for schedule control, resource allocation, and performance review.



### d) North Carolina Experience

Jon W Home Sales, LLC is headquartered in Fairmont, North Carolina, and has a long-standing presence in state and tribal housing programs. As a certified HUB vendor with completed projects for NC-DCR, NC DPS, and regional tribes, JWHS brings direct familiarity with the regulatory landscape, permitting processes, and community stakeholders essential to the success of this program.

TL Wallace Construction maintains an operational footprint in the state through its affiliated entity, Southern Tire Mart, with three existing North Carolina locations in Waynesville, Mebane, and Mount Airy. The Waynesville location will serve as the centralized hub for field operations during TRHP implementation.

As needed, Gouras & Associates will co-locate team members with JWHS and TL Wallace, ensuring full integration between construction and compliance activities.

With multiple team member locations already active in North Carolina, our joint venture is uniquely positioned to provide responsive, localized service across the thirty-nine (39) counties impacted by Hurricane Helene. Each firm is committed to maintaining a long-term presence and operational continuity throughout program execution.

**e) Licensing**

TL Wallace Construction, Inc. is currently licensed as a general contractor in the State of North Carolina and has experience operating within the state's regulatory framework. JWHS holds a North Carolina Manufactured Housing Dealer License (#49708), and all additional licensing requirements will be fulfilled by the time of contract execution. Each partner affirms its commitment to operating in full compliance with all licensure and registration requirements.. is currently licensed as a general contractor in North Carolina. JWHS, Gouras & Associates, and TL Wallace will obtain any additional required licenses prior to contract execution.

**f) Bonding Capacity**

TL Wallace Construction, Inc. maintains robust bonding capacity with an A-rated surety, currently authorized for up to \$75 million per project and \$150 million in aggregate. This level of bonding reflects the firm's financial strength, low-risk performance history, and reputation with insurers. The bonding capacity of the team ensures program stability and gives the State confidence in our ability to mobilize for large-scale implementation without delays due to financial constraints. TL Wallace is a wholly owned company of Duff Capital Resources and is further supported by the full resources of this Five Billion Dollar a year organization.

**g) Financial Resources**

All three firms in this joint venture have sound financial histories and the internal controls necessary to administer federal funds responsibly. JWHS maintains vendor eligibility and bonding in North Carolina. TL Wallace has decades of experience managing large public construction contracts, with audited financial documentation available upon request. Gouras & Associates operates as a grants program and project manager to numerous local governments and state agencies across the Southeast.

All partners are financially sound and have successfully executed multi-million-dollar federally funded contracts. Financial documentation demonstrating that each partner is financially solvent, adequately capitalized, and demonstrative of financial resources to both perform and complete all work and provide all required warranties is provided in **Appendix F**. Additional documentation can be provided to NC-DCR upon request to support due diligence and contract execution.

#### **7.4 Key Staffing Profile**

The following key personnel are organized by firm to reflect each partner's distinct role in the joint venture. Together, this team brings deep expertise in construction, manufactured housing, compliance, and disaster recovery—ensuring the capacity and experience necessary to support successful program delivery. Each firm maintains the operational flexibility and staffing capacity to scale quickly in response to the volume of work assigned by the State, ensuring seamless delivery regardless of project size or complexity. Resumes for key staff members are attached in Appendix F.

#### **Manufactured Housing Units:**

##### **Jonathan Hunt – Project Manager / President & CEO, Jon W Home Sales, LLC**

Mr. Hunt is the founder and Managing Member of JWHS. With over a decade of experience in the manufactured housing sector, he has led successful recovery housing efforts for NCORR, REBUILD NC, and the Lumbee Tribe. He will oversee day-to-day field activities, MHU logistics, and direct client interface as prime contractor. As a North Carolina resident, he will be locally present for project oversight and face-to-face meetings.

#### **General Construction & Demolition:**

##### **Derek Peoples – Head of Disaster Division, TL Wallace Construction, Inc.**

Derek Peoples is a seasoned operations and safety leader with over 15 years of experience in construction, disaster recovery, and corporate operations. As Head of the Disaster Division at TL Wallace Construction, he has overseen logistics and coordination for major recovery programs including the BP oil spill cleanup and Hurricane Harvey housing response. Mr. Peoples also serves as Safety Director, managing OSHA compliance, training, audits, and risk mitigation initiatives across projects. With a strong background in executive leadership, IT systems, and rapid response logistics, Derek ensures the seamless execution of recovery programs from field mobilization to final closeout.

##### **James “Bo” Williams – Field Superintendent, TL Wallace Construction, Inc.**

Bo Williams is a seasoned disaster recovery professional with over 20 years of experience leading complex emergency response and reconstruction programs at the local, state, and federal levels. As Project Director in the Disaster Recovery Division at TL Wallace Construction, Mr. Williams has overseen large-scale housing, debris removal, and environmental cleanup efforts across multiple federally funded programs. His background includes extensive work with FEMA Public Assistance, quality assurance, project scheduling, and compliance documentation. Bo's experience includes management of kickoff meetings, project formulation, and full lifecycle coordination on projects for MEMA, FEMA, and other state agencies.

**Scott McClendon – Field Superintendent, TL Wallace Construction**

Scott McClendon brings over 19 years of construction and disaster recovery experience, including more than seven years with TL Wallace Construction's Disaster and Environmental Response Division. He currently serves as a Quality Assurance and Field Superintendent, with a focus on jobsite oversight, compliance documentation, and field coordination for federally funded housing rehabilitation programs. Mr. McClendon has supported major recovery initiatives in Mississippi following Hurricane Katrina, including FEMA and MEMA pilot programs for modular housing and MDA-funded CDBG recovery projects. His extensive field knowledge ensures consistent implementation of TL Wallace's quality and safety standards across job sites.

**Jerry Kilpatrick – Warranty Coordinator, TL Wallace Construction**

Jerry Kilpatrick brings over two decades of experience managing construction operations, quality control, and disaster recovery programs at the federal, state, and local levels. His background includes post-Katrina FEMA and MDA housing programs, where he served as both a construction and quality assurance manager. In his role as Warranty Coordinator, Mr. Kilpatrick will oversee all post-occupancy service requests, homeowner support, and maintenance follow-up activities. He has extensive experience liaising directly with homeowners, coordinating service contractors, and ensuring prompt resolution of issues under warranty. Jerry's career also includes leadership roles in telecommunications, cost control, and emergency response, with a focus on timely service delivery and customer satisfaction.

**Program Management & Compliance:****Chris G. Gouras, Jr. – Principal, Gouras & Associates, LLC**

Chris Gouras brings over 30 years of experience in grant administration, public finance, and community development. As founder and principal of Gouras & Associates, he has led federally funded recovery and infrastructure initiatives across the Southeastern U.S., including CDBG-DR, FEMA, and HUD-funded programs. Mr. Gouras has served as a trusted advisor to local governments and state agencies on program design, compliance, and financial implementation strategies. He provides executive oversight for all major projects and will play a key leadership role in ensuring alignment with NC-DCR's regulatory and performance expectations.

**Ashley Edwards – Program Executive, Gouras & Associates, LLC**

Mr. Edwards brings more than 20 years of experience in disaster recovery, grant administration, and federal policy development, including a significant tenure in the public sector. He previously served as Director of the Governor's Office of Recovery and Renewal in Mississippi, where he coordinated state-level housing and infrastructure recovery programs following Hurricane Katrina. In that capacity, he worked closely with the Mississippi Development Authority and HUD to develop and

implement multi-billion-dollar CDBG-DR housing programs and served as a central liaison between state and federal agencies.

As a senior consultant, Mr. Edwards has since advised state and local governments across the southeastern U.S. on the design and management of federally funded disaster recovery efforts. His expertise includes program structuring, policy drafting, regulatory compliance, procurement, and public-facing program design. In addition to overseeing complex infrastructure and housing projects, he has authored programmatic guidance for grant recipients and trained agency staff on HUD regulation Section 3 compliance, and long-term resiliency planning.

In this role, Mr. Edwards will serve as the executive liaison between the joint venture and NC-DCR, helping to support program implementation that is grounded in policy awareness, regulatory best practices, and clear communication between stakeholders.

**Felicity Edwards, CPA – Financial & Compliance Director, Gouras & Associates, LLC**

Mrs. Edwards, a licensed Certified Public Accountant, has over 15 years of experience in public finance, disaster grant compliance, and HUD reporting. She will oversee financial compliance, documentation, cost eligibility, and closeout reporting.

**Christiana Sugg, JD – Legal and Regulatory Counsel, Gouras & Associates, LLC**

An attorney with over 15 years of experience in federal procurement and HUD-funded program compliance, Ms. Sugg will provide oversight on labor standards, Section 3, and civil rights compliance.

**Ronald J. Artigues, Jr., JD – Legal and Federal Regulatory Counsel, Gouras & Associates, LLC**

An attorney with over 30 years of experience in federal procurement, FEMA individual assistance, FEMA public assistance, and State and local government compliance with Federal programs. Mr. Artigues will provide oversight on FEMA individual and public assistance review and compliance, and with State and local government interaction with Federal regulations.

**Lea Ann Packer – Operations and Homeowner Support Coordinator, Gouras & Associates, LLC**

Mrs. Packer is a client communications specialist with extensive experience in homeowner coordination, documentation collection, and eligibility review. She will serve as the homeowner liaison for ongoing engagement, appointment scheduling, and field coordination.



## **7.5 References**

1. **Lumbee Tribe of North Carolina – Jon W Home Sales**  
Project: Manufactured Home Installations – HUD-VASH / NCORR CDBG Funding  
Contact: Anthony Pevia, Director of Housing Development, [REDACTED],  
[apecia@lumbeetribe.com](mailto:apecia@lumbeetribe.com)
  2. **Mississippi Development Authority – TL Wallace Construction, Inc.**  
Project: Neighborhood Homes Program (\$36M)  
Contact: Nell Rogers, Bureau Manager, MDA-Disaster Recovery Division, [REDACTED]  
[REDACTED], [nrogers@mississippi.org](mailto:nrogers@mississippi.org)
  3. **Gulf County, Florida – Gouras & Associates, LLC**  
Project: CDBG-DR and Infrastructure Compliance Support (\$61M to date – contract ongoing)  
Contact: Michael Hammond, County Administrator, Gulf County Board of County Commissioners, [REDACTED], [mhammond@gulfcounty-fl.gov](mailto:mhammond@gulfcounty-fl.gov)
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## **7.6 Litigation History**

To the best of our knowledge, there is no active, pending, or past litigation in the last five years that would impact our ability to perform under this contract. TL Wallace Construction has disclosed litigation in past proposals, all of which have been resolved without adverse impact on performance. No known litigation or claims are associated with JWHS or Gouras & Associates.

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## **7.7 Conflicts**

There are no known or potential conflicts of interest between any member of this team and NC-DCR or the State of North Carolina.

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## **7.8 Financial Information / Annual Report**

Jon W Home Sales, LLC (JWHS), as the lead firm, is a certified and financially capable North Carolina business entity with all required registrations and documentation current and on file with relevant state agencies. Together with TL Wallace and Gouras & Associates, this joint venture is financially stable and audit-ready.

The following credentials are submitted in support of this proposal:

- **North Carolina HUB Certification:** JWHS is formally recognized as a HUB-certified firm by the NC Department of Administration (HUB-4016996), valid through February 21, 2027. (Appendix A)
- **North Carolina SBE Certification:** JWHS is formally recognized as an SBE-certified firm by the NC Department of Administration (NCSBE-4016996). (Appendix A)

- **Dealer and Installer Licensure:** JWHS holds an active North Carolina Manufactured Housing Dealer License (#49708). (Appendix B)
- **General Contracting Licensure:** T.L. Wallace holds an active North Carolina General Contracting License, Limitation: Unlimited, Classification: Building (#81709). (Appendix B)
- **Performance Bonding:** JWHS has bonding capacity for single projects up to \$500,000 and aggregate uncompleted backlog up to \$500,000,000.. T.L. Wallace Construction, Inc., has bonding capacity for single limit projects of \$75,000,000 and total aggregate uncompleted backlog of \$150,000,000. (Appendix D)
- **Contracting and Prequalification:** JWHS holds an executed contract with NC DPS for the delivery and installation of 41 manufactured homes.
- **ERM Verification:** Verification of Experience Modification Rates for the prior five years is attached. (Appendix E)
- **Corporate Financials:** Team partners maintain sound financial standing and internal controls. Please see Appendix F for preliminary documentation related to financial solvency, adequate capitalization, and demonstration of financial resources to perform/complete the work and to provide all required warranties. Additional documentation can be promptly provided upon request.

Jon W Home Sales, LLC, in partnership with TL Wallace and Gouras & Associates, offers strong financial stability and is fully prepared to successfully implement this program's scope of work.

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## **7.9 Safety Information**

As the prime contractor, Jon W Home Sales, LLC (JWHS) will lead all Manufactured Housing Unit (MHU) delivery and installation activities. TL Wallace Construction, Inc. will serve as lead for all site-based construction, rehabilitation, and reconstruction activities. Each firm brings a safety program tailored to its specific operational responsibilities, and together, we are committed to a unified standard of safety excellence.

**Adam Williams** will serve as **Safety Program Lead** for this program:

### **Adam Williams – Safety Program Lead, TL Wallace Construction**

Adam Williams is a seasoned safety and field operations professional with over 25 years of experience spanning construction, energy, surveying, and infrastructure sectors. He currently leads Safety and Operator Qualification (OQ) programs at TL Wallace Construction, where he manages field safety audits, training, hazard prevention, and permit compliance. Mr. Williams has a strong background in regulatory oversight and risk mitigation, with hands-on experience across diverse environments including onshore construction, utility distribution, and public works. He is certified in fall protection, CPR and First Aid, and has led safety initiatives for crews across multiple states

**MHU Installation Safety – JWHS**

JWHS and its subcontractors implement site-specific safety plans aligned with HUD guidance and North Carolina requirements. This includes:

- Protocols for safe transport of MHUs to the site
- Utility connection and disconnection procedures
- Tie-down and anchoring system installation per manufacturer and code specifications
- Post-installation inspection procedures

Each MHU delivery is supported by trained field crews and overseen by field safety coordinators. JWHS maintains documentation of all safety inspections and integrates these records into the broader compliance audit structure managed by Gouras & Associates.

**Construction Safety – TL Wallace**

At TL Wallace Construction, safety is more than a priority—it is a fundamental value embedded in our culture. Our commitment to a zero-incident workplace drives us to continuously improve our safety standards, align with industry best practices, and foster an environment where every employee is empowered to prioritize safety.

As a diverse construction firm operating across Disaster Recovery, Gas, Water/Sewer, Heavy Civil Bridge and Dirt, Telecommunications, and Vertical Construction, we recognize the unique risks associated with each division. Our responsibility extends beyond regulatory compliance to ensuring the well-being of our workforce and maintaining the trust of valued partners.

We have made significant improvements across key areas of our safety program:

**A. Leadership Commitment & Employee Engagement**

- Established executive-led safety leadership meetings to foster accountability at all levels.
- Strengthened field management presence, ensuring proactive hazard mitigation and compliance enforcement.
- Deployed telematics for fleet safety monitoring, reducing vehicle-related risks and improving driver behavior.

**B. Enhanced Training & Education**

- Launched a revamped Operator Qualification (OQ) training program for both new hires and existing employees and regular training in the following areas:
  - OSHA standards & regulatory compliance
  - Hazard recognition & mitigation

- CPR & First Aid certification
- Fall protection & working at heights
- Trenching, excavation, and confined space safety
- Implemented quarterly division-specific safety meetings, addressing high-risk activities such as trenching, utility strikes, and demolition hazards.

### **C. Incident Reporting & Risk Management**

- Introduced a mobile-accessible digital incident reporting system to streamline documentation and response time.
- Standardized root cause analysis (RCA) procedures for all incidents to drive corrective action and prevent recurrence.
- Conducted comprehensive site audits across all divisions, increasing visibility into potential hazards.

### **D. Compliance & Industry Best Practices**

- Strengthened PPE compliance monitoring, ensuring 100% adherence across all job sites.
- Standardized Job Hazard Analyses (JHAs) and Job Safety Analyses (JSAs) across all projects to reinforce proactive hazard assessments.
- Developed contractor and subcontractor safety alignment programs to ensure all partners meet TL Wallace's expectations.

Across all activities—whether MHU installation or site-based construction—our team is committed to maintaining an environment where safety is non-negotiable. From planning to closeout, every phase is executed with attention to risk mitigation and team wellbeing.

TL Wallace Construction implements a robust, OSHA-compliant safety program for all field operations. Daily safety briefings, PPE use, hazard mitigation, and supervisor inspections are standard practice. JWHS and subcontractors follow HUD safety protocols for MHU installations, including safe transportation, utility tie-ins, and anchoring procedures. Safety documentation is retained for all job sites and reviewed as part of our internal audit program.

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### **7.10 Quality Control Program**

The joint venture employs a coordinated Quality Control (QC) strategy across its manufactured housing and reconstruction scopes, tailored to the distinct roles and strengths of the two construction partners. **Jon W Home Sales (JWHS)** serves as prime contractor and leads quality assurance for all manufactured housing unit (MHU) installation activities. **TL Wallace Construction** is the lead contractor for demolition, site work, rehabilitation, and reconstruction and brings a well-developed QA/QC infrastructure proven in large-scale disaster recovery efforts.

**Thomas Adams** will serve as **Quality Control Program Lead** for this program:

**Thomas Adams – Quality Control Program Lead, TL Wallace Construction**

Thomas Adams brings over 30 years of experience in construction management, quality control, and federal disaster recovery programs. A veteran of both the U.S. Air Force and U.S. Navy, Mr. Adams has led large-scale housing recovery efforts, including serving as Project Manager for the MDA Neighborhood Home Program where he oversaw the delivery of over 2,100 housing units. He holds certifications in OSHA-30, Asbestos Abatement, Fall Protection, and Red Cross First Aid/CPR, equipping him with a strong foundation in site safety and quality assurance. In his role as Quality Control Program Lead, Mr. Adams will be responsible for supervising field inspections, ensuring adherence to HUD and state program standards, and coordinating with construction teams to resolve deficiencies and uphold the highest standards of workmanship and compliance.

Additional information regarding each aspect of the Quality Control Program is provided below.

**A. Manufactured Housing Quality Control – JWHS**

JWHS oversees the end-to-end delivery, installation, and homeowner acceptance process for MHUs. Their quality control process is grounded in HUD and manufacturer guidelines, with the following components:

- **Pre-Delivery Verification** – Home type, dimensions, tie-down kit compatibility, and delivery route are validated prior to dispatch.
- **Installation Inspections** – Field staff and supervisors verify pad condition, anchoring system placement, utility connections, and unit leveling.
- **Manufacturer and Code Compliance** – Final MHU setup is cross-checked with manufacturer documentation and North Carolina installation regulations.
- **Photo Documentation** – JWHS logs photos of delivery, tie-down, utility hookup, and any punch list items.
- **Homeowner Walkthrough** – JWHS performs a closing walkthrough and collects signed documentation verifying homeowner orientation and satisfaction.

Copies of all QC documentation will be submitted to Gouras & Associates for file maintenance, compliance review, and for reporting purposes.

**B. Reconstruction and Site-Based Quality Control – TL Wallace**

T.L. Wallace Construction has a proven QA/QC process for federally funded disaster assistance programs. Their Quality Control Manager works in direct coordination with the assigned Program Director to tailor the QA/QC system to the specific needs and compliance requirements of the client and funding agencies. The T.L. Wallace QA/QC system includes the following components:

- **Design and Windstorm Requirements** – Site and structural plans are evaluated to meet all applicable state and HUD resilience standards.
- **Three-Phase QA Model:**
- **Pre-Construction Review:** Scope, homeowner schedule, safety protocols, and potential barriers are addressed.
- **During Construction:** Initial scope segments are closely monitored for material use, workmanship, and integration of subcontractor activity.
- **Post-Construction:** Final work is reviewed against contract specs, and homeowner satisfaction is confirmed.
- **Milestone Inspections and Certificates** – TL Wallace tracks all progress and final inspections required for code compliance and Certificates of Occupancy.
- **Mitigation Clearance and Closeout** – Homes are verified for mitigation (e.g., elevation, ventilation), with all documentation prepared for agency closeout.
- **Corrective Action Plans** – Any deficiencies are documented and corrected within predefined timeframes, tracked using TLW's internal systems.
- **Call Center Audits** – TL Wallace operates internal reviews of homeowner concerns and warranty requests to ensure timely resolution.
- **Subcontractor Oversight** – TLW remains the single point of responsibility for all construction activity and holds subcontractors to strict performance and documentation standards.

This quality assurance framework is field-tested and has been successfully deployed across more than \$1.2 billion in federally funded projects.

### **C. Centralized Compliance and Documentation – Gouras & Associates**

Gouras & Associates provides cross-cutting compliance monitoring, documentation validation, and QC file audits across both scopes of work. As a grant and regulatory expert, Gouras reviews:

- Project photos, logs, and punch lists
- QC forms and inspection reports
- Contracted scope adherence
- Closeout readiness and reporting documents

This dual-firm approach enables consistent standards while honoring the distinct regulatory requirements and workflows of MHU versus reconstruction scopes. Our quality control systems are built to deliver compliant, code-verified, and homeowner-ready housing across the TRHP portfolio.



### **7.11 Cost Control Program**

The joint venture team employs a comprehensive cost control strategy that emphasizes transparency, accountability, and financial stewardship throughout the project lifecycle.

- **Pre-approved vendor pricing:** All material and service vendors will be pre-qualified and subjected to standardized pricing controls.
- **Centralized change order log:** Any deviation from the original scope of work will be formally documented through a centralized change order system managed by Gouras & Associates.
- **Forecasting and reporting protocols:** Budget tracking will be maintained in real-time using digital systems that align with state and HUD reporting requirements.

Additional cost oversight includes:

- Multi-level invoice review before submission
  - Field-based verification of completed work
  - Weekly budget-to-actual reporting
  - Escalation protocols for variances over 5%
- 

### **7.12 Warranty Program**

Our comprehensive warranty program is designed to promote long-term homeowner satisfaction and maintain the integrity of the recovery program.

- **24-month workmanship and materials warranty:** Covers all labor performed during rehabilitation, reconstruction, and installation.
- **Manufacturer warranty:** Standard coverage from MHU suppliers for structural, HVAC, and other components.
- **Foundation and utility tie-in warranty:** Applies to all pad, tie-down, anchoring, and utility connection work.

Operational elements:

- Written warranty packet provided at walkthrough
  - Centralized point of contact for warranty claims
  - Issue resolution within 30 days
  - Warranty service tracking and documentation
-

### **7.13 Reconstruction Plan Sets**

Examples of single-family construction projects for which our team has developed plan sets and specifications will be submitted as part of the Best and Final Offer (BAFO) phase, in accordance with the RFP process.

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### **Required Appendices**

The following appendices are included with this proposal as required. Appendices are organized in two categories: **(1) Required Attachments and Forms** and **(2) Supporting Documentation**.

#### **1. Required Attachments and Forms**

- **Completed / Executed RFP # Doc1690846196**, including the following executed attachments:
  - **Attachment A** – Project Type
  - **Attachment D** – Location of Workers Utilized by Vendor
  - **Attachment E** – Historically Underutilized Business Information
  - **Attachment F** – Certification for Contracts, Grants, Loans and Cooperative Agreements
  - **Attachment G** – Disclosure of Lobbying Activities (Form SF-LLL)
  - **Attachment H** – Experience, Qualifications, References

#### **2. Supporting Documentation**

- **Appendix A** – Certification & Status Documentation (North Carolina HUB Certification, Documentation of Tribal Status – JWHS)
- **Appendix B** – Dealer License for Manufactured Housing (JWHS), MHU Experience Documentation
- **Appendix C** – North Carolina General Contractors License (TL Wallace), CDBG Rehabilitation/Reconstruction Experience Documentation
- **Appendix D** – Surety Letters (JWHS / TL Wallace)
- **Appendix E** – Experience Modification Rate (EMR) Verification
- **Appendix F** – Financial Solvency Documentation
- **Appendix G** – Team Resumes and Credentials

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## **1.0 PURPOSE AND BACKGROUND**

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

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

### **1.1 CONTRACT TERM**

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

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

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

## **2.0 GENERAL INFORMATION**

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

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

## 2.2 ePROCUREMENT FEE

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

## 2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

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

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

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

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

## 2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	State	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](mailto: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](http://www.OSHA.gov).
- l) **PRINCIPAL PLACE OF BUSINESS:** The principal place from which the overall trade or business of the Vendor is directed or managed.
- m) **PROGRAM:** Division of Community Revitalization Hurricane Helene Recovery Program.
- n) **PROJECT:** Demolition, rehabilitation, reconstruction, MHU replacement of a specified residential structure.
- o) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
- p) **RFP:** Request for Proposal
- q) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- r) **SOLICITATION:** This RFP.
- s) **SOP:** Standard Operating Procedures
- t) **SOR:** System of Record
- u) **SOW:** Scope of Work, which is the document that will be issued to assign a specific project to an awarded Vendor and will contain site-specific requirements, terms, and conditions. The Scope of Work will incorporate by reference the Contract resulting from this RFP.
- v) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- w) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.
- x) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

### 3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

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#### 3.1 METHOD OF AWARD

This RFP 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 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**

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### **5.1 SCOPE OF SERVICES**

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

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

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

DCR 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](https://commerce.nc.gov/recovery). DCR may receive additional State and Federal funds and may require construction services of those funds as well. The Contract Award shall include the similar service for all funds, anticipated and unanticipated, received or managed by DCR during the contract term, at DCR's discretion.

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

## 5.2 TASKS/DELIVERABLES

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

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

### 5.2.1 DEMOLITION

#### Demolition Scope of Work

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

- Coordination with the property owner and his/her family from assignment to obtaining a certificate of completion (or permit signoff equivalent) for closing;
- Utility disconnection and deactivation;
- Demolition of existing structure;
- Debris removal in accordance with all federal, state, and local requirements, including the disposal of potential asbestos containing materials;

- Conduct site specific analysis for surveying, zoning, and plot plans;
- Final site restoration to open space.

### 5.2.2 REPAIR

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

#### **Not Suitable for Rehabilitation**

“Not suitable for rehabilitation” is defined as:

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

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

#### **Repair Scope of Work**

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

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

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

STAR®, Water Sense, or other Federal Energy Management Program (FEMP)-designated products or appliances.

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

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

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

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

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

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

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

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

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

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

- Tub/Shower combination with blocking and a grab bar

- Chair height toilet with grab bars

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

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

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

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

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

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

### **Kitchen Reasonable Accommodations**

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

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

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

### **Repair Scope of Work**

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

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

- Roof repair or replacement and attendant damage
- Door and window replacement
- Siding/veneer repair or replacement
- Mechanical (HVAC), electrical, and plumbing systems repair or replacement
- Drywall repair or replacement
- Rough and trim carpentry;
- Surface preparation and painting;
- Flooring repair or replacement;
- Cabinet, countertop and appliance replacement;
- Appliances to be replaced must meet federal register requirements for energy efficiency;
- Lead-based paint mitigation;
- Specialty construction elements associated with historic properties, including coordination with State Historic Preservation Office (SHPO), and other local historic districts and stakeholders in other jurisdictions;
- Addressing special needs accessibility requirements; and Conducting close-outs for each project, which may include obtaining certificate(s) of occupancy from applicable state and local authorities, elevation certificates, flood insurance policies and/or as-built surveys.

### **5.2.3 RECONSTRUCTION**

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

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

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

#### **Size and New Unit Configuration**

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

To reduce the required time from award to completion as related to reconstruction, the Program will provide plans and specifications for "model homes" available to applicants. The Vendor will be given floor plans only. Architectural and Structural plans will be the responsibility of Vendor. The Vendor is responsible for necessary site surveys and elevation surveys to confirm structure location and base flood



elevation. The Vendor is responsible for ensuring completion of all plans required for permit issuance and ultimately, Certificate of Occupancy issuance. The Program has available 2-, 3-, and 4-bedroom "model homes." Standard floorplans are offered in the following square footage ranges only.

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

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

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

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

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

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

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

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

#### **Reasonable Accommodations – Bathroom**

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

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

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

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

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

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

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

- 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;

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<sup>2</sup> 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.<sup>3</sup>

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<sup>3</sup> 24 CFR 58.22(a) Neither a recipient nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance under a program listed in § 58.1(b) on an activity or

### **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.

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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**

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

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

### **6.2 PERFORMANCE**

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

### **6.3 DISPUTE RESOLUTION**

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

### **6.4 CONTRACT CHANGES**

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

## **7.0 REQUIRED VENDOR INFORMATION**

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Vendor response should not exceed twenty (20) pages. 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.
<b>27.76%</b>

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

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

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

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

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

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

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

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



### Reconstruction Site-Specific Unit Cost Pricing

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

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



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

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

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

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

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

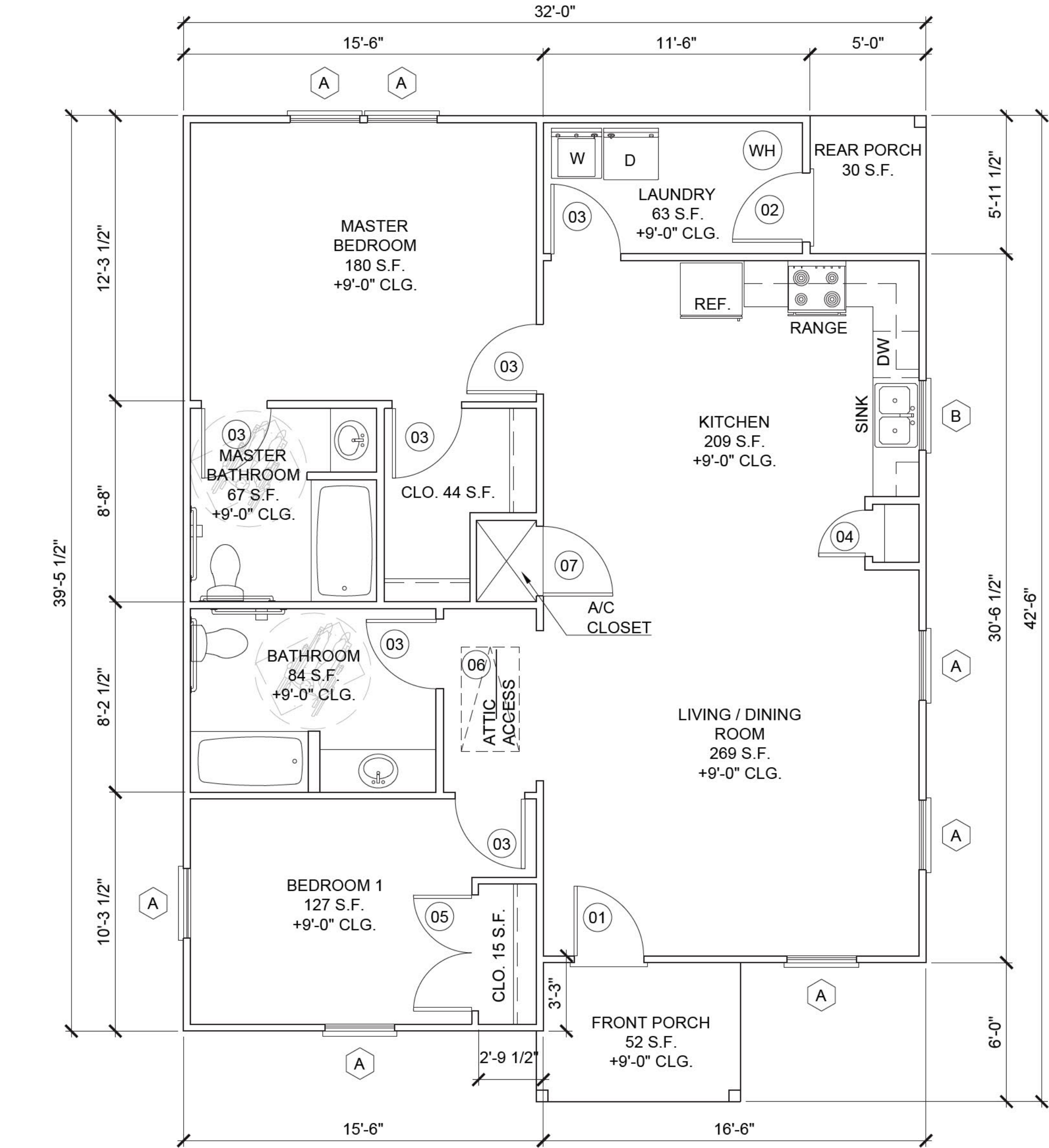
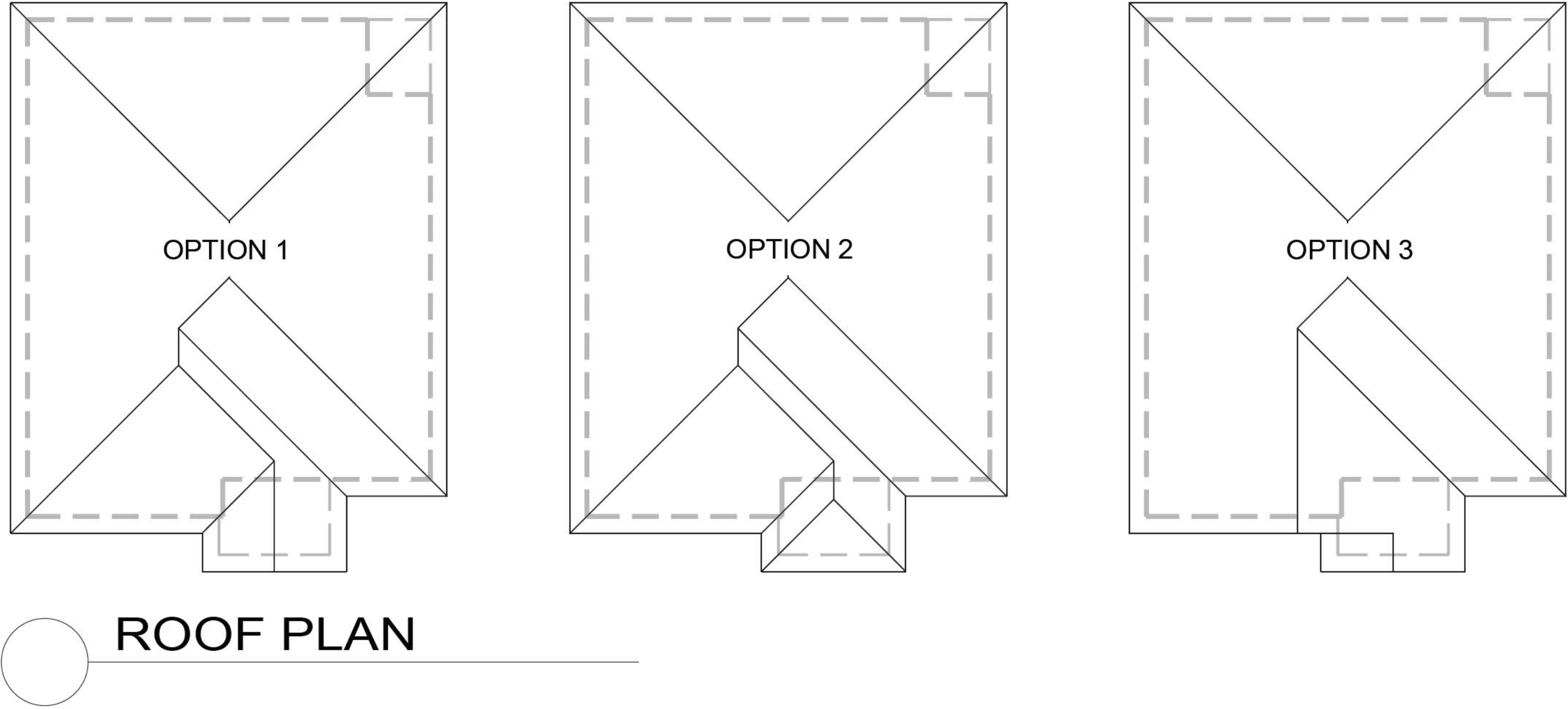
**Reconstruction House Plan Sets are shown on the following pages.**



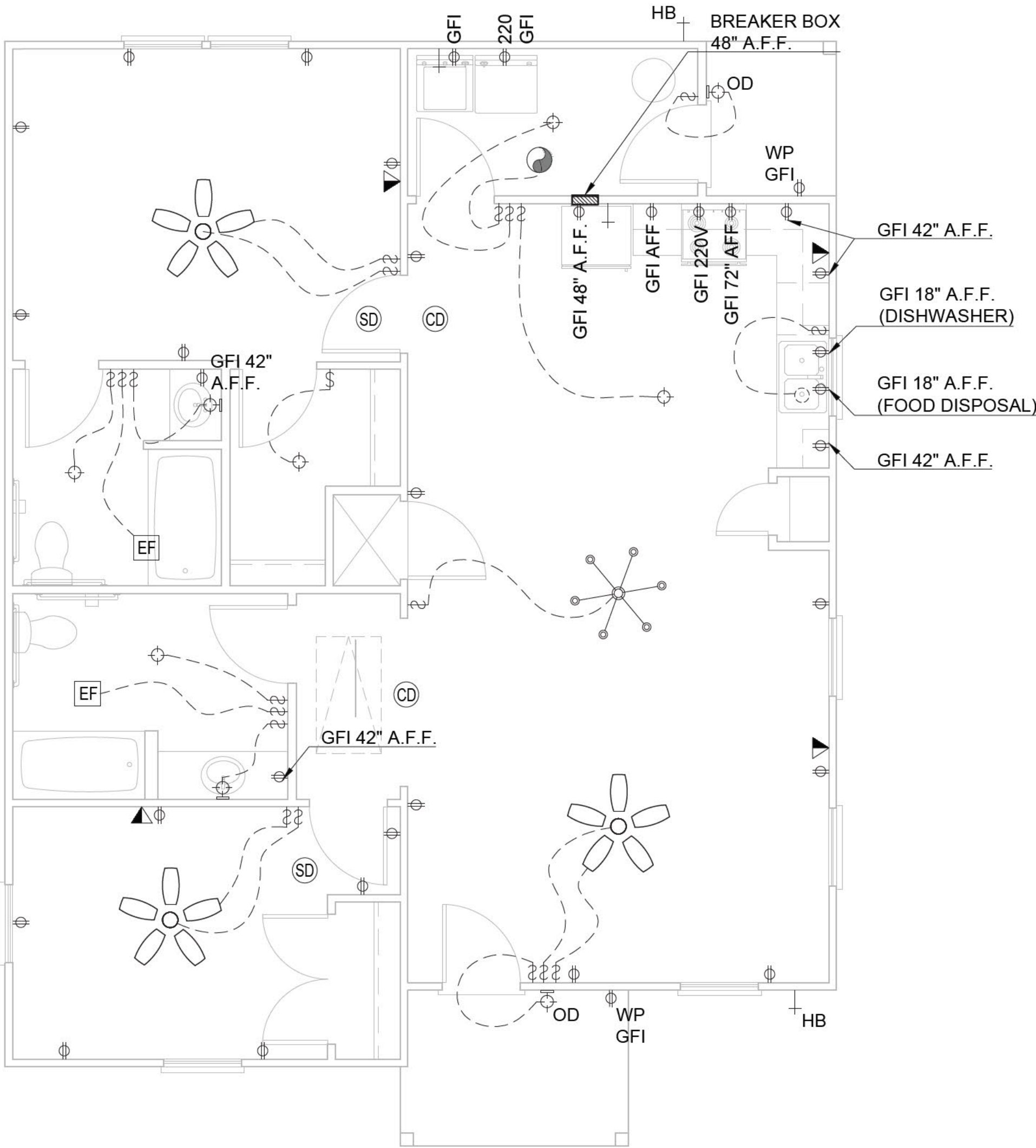
SQUARE FOOTAGE CALCULATIONS		
LOCATION	SQUARE FOOTAGE	REMARKS
FLOOR PLAN	1,184 SQFT	
FRONT PORCH	52 SQFT	
REAR PORCH	30 SQFT	

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

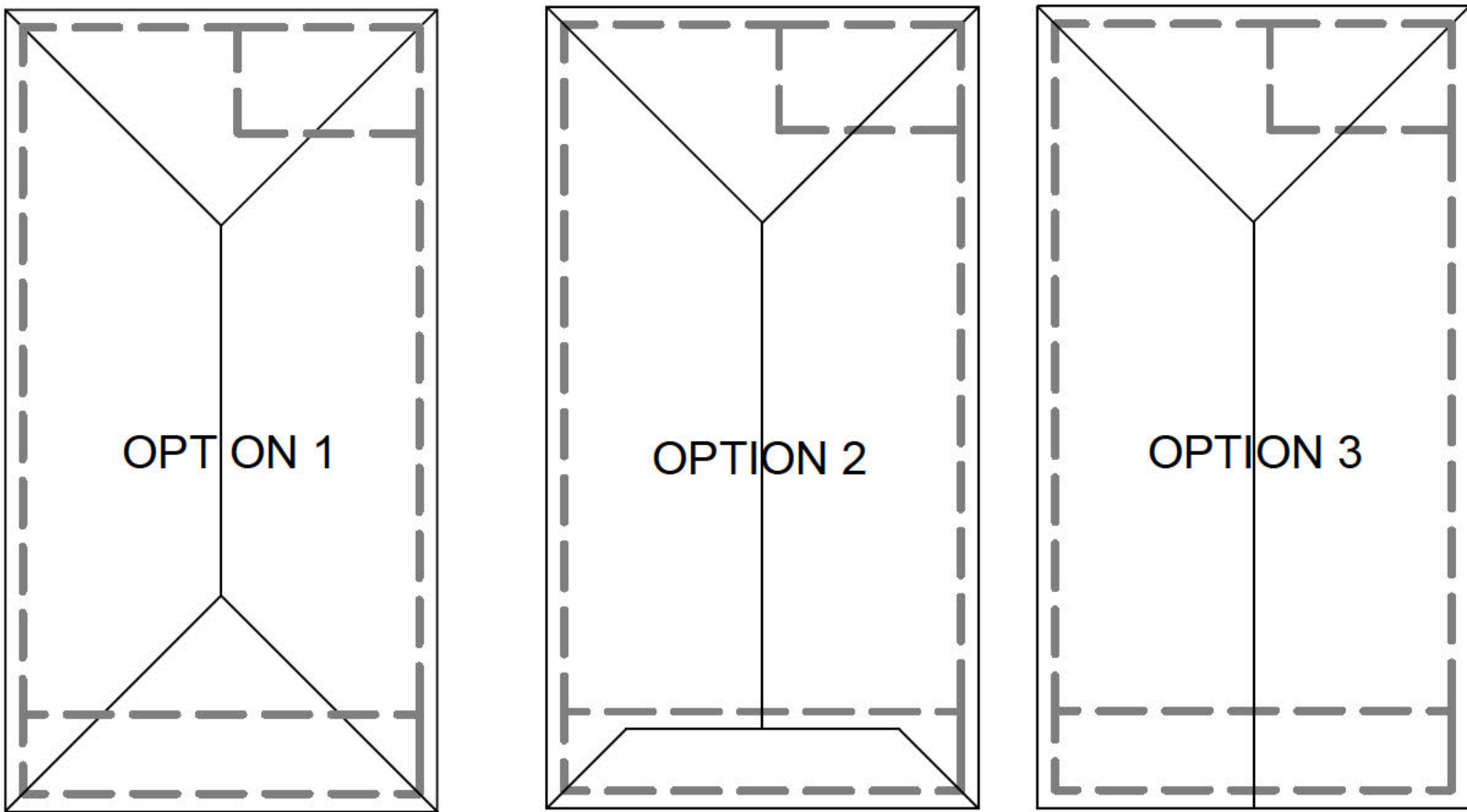
THIS HOUSE PLAN IS FOR THE SOLE PURPOSE AND USE FOR THE NORTH CAROLINA DIVISION OF COMMUNITY REVITALIZATION (DCR) AND THE HURRICANE HELENE HOUSING PROGRAM. AS SUCH, THIS DESIGN MAY BE REPLICATED OR RECREATED FOR USE FOR SITE SPECIFIC RECONSTRUCTION PLAN SETS. THIS SPECIFIC DRAWING SHALL NOT BE USED FOR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



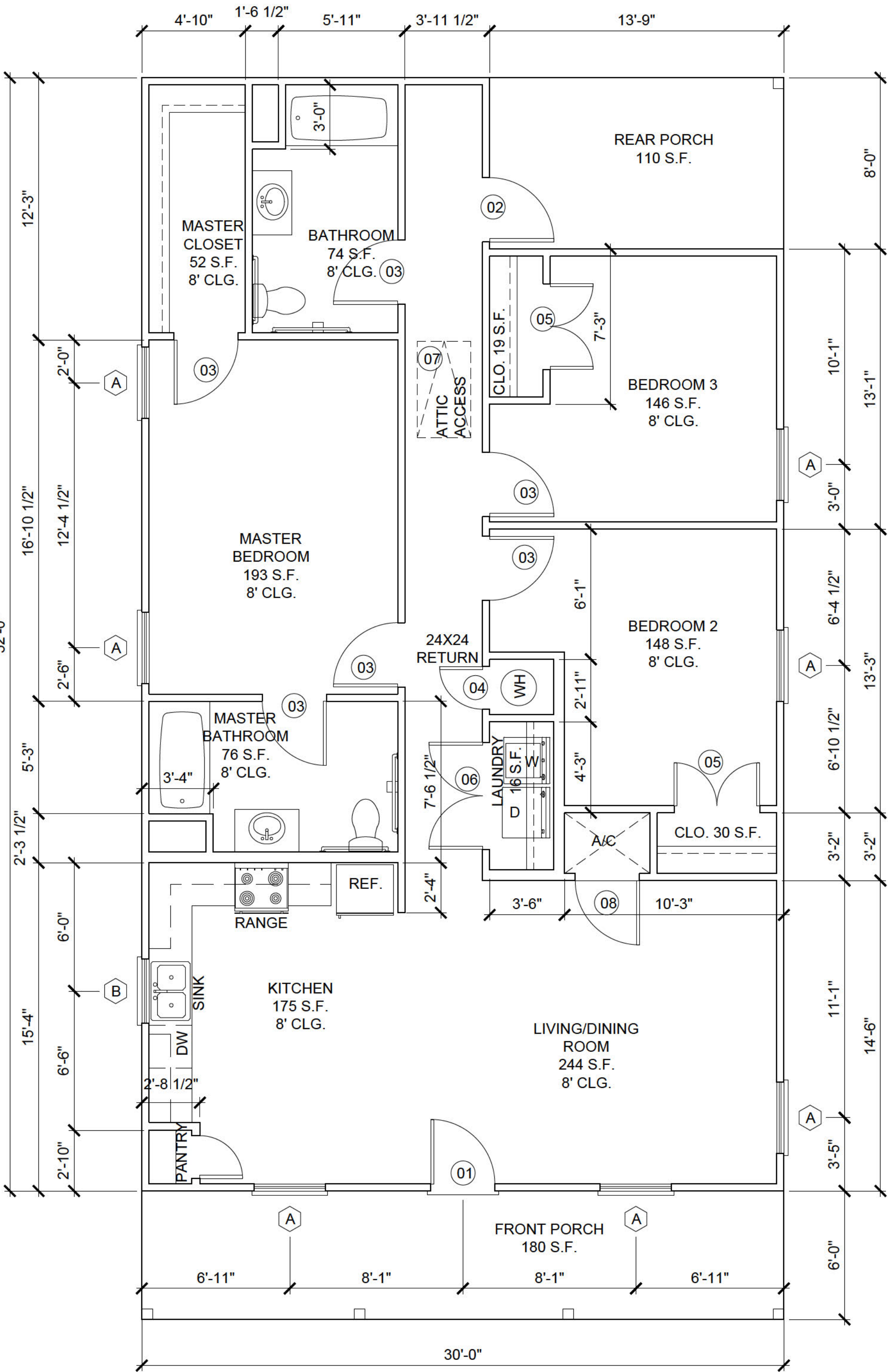
DOOR SCHEDULE			
MARK	QTY	DESCRIPTIONS	REMARKS
01	1	3'-0" X 6'-8"	EXTERIOR WITH PEEPHOLE
02	1	3'-0" X 6'-8"	EXTERIOR
03	6	3'-0" X 6'-8"	INTERIOR
04	1	2'-0" X 6'-8"	INTERIOR; VENTED WHEN GAS APPLIANCE
05	2	6'-0" X 6'-8"	DOUBLE DOORS
06	1	5'-0" X 6'-8"	DOUBLE DOORS
07	1	30" X 54" ATTIC ACCESS	350 POUND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

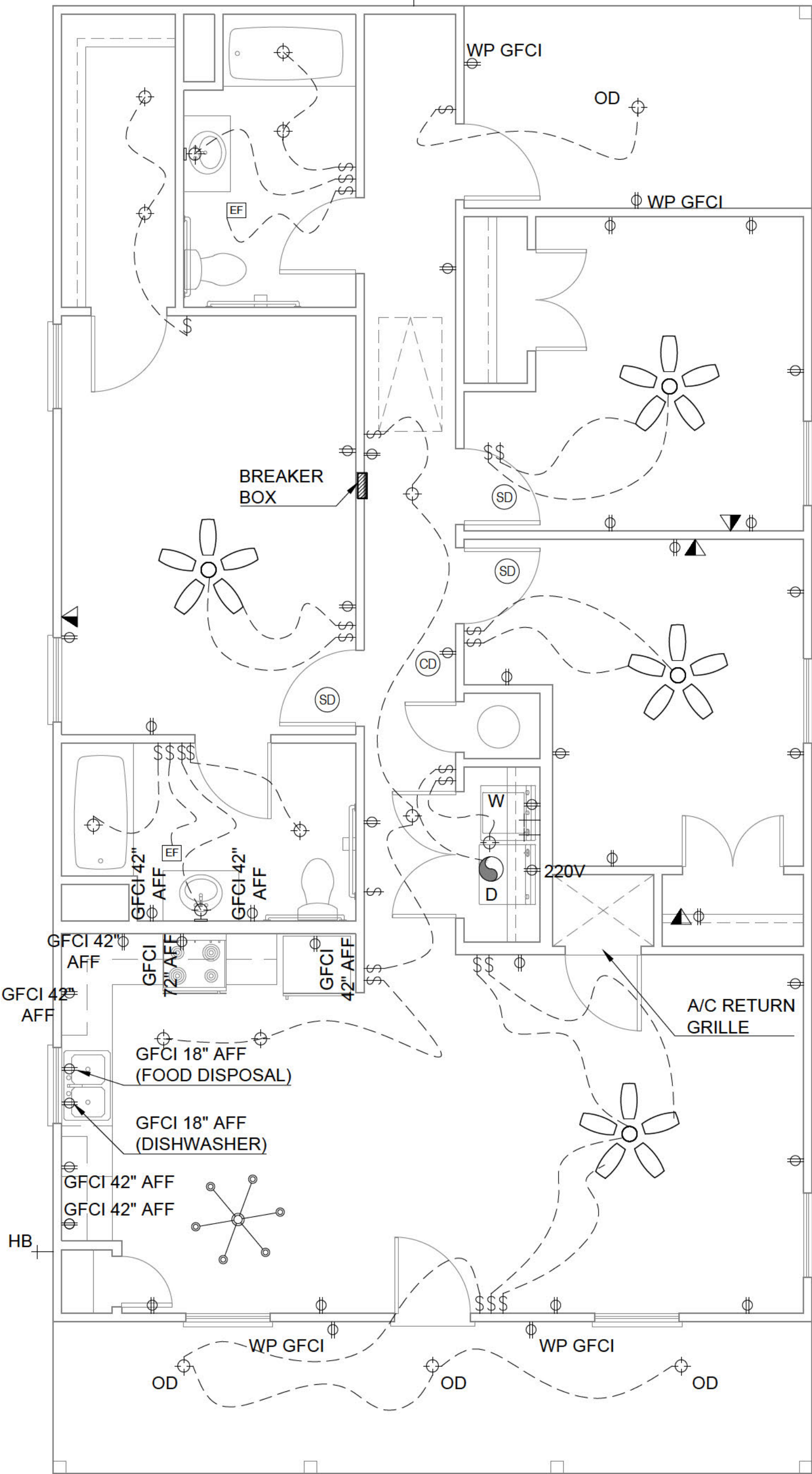
WINDOW SCHEDULE			
MARK	QTY.	DESCRIPTIONS	REMARKS
A	7	3'-4" X 5'-0"	SINGLE HUNG
B	1	3'-0 X 3'-0"	SINGLE HUNG



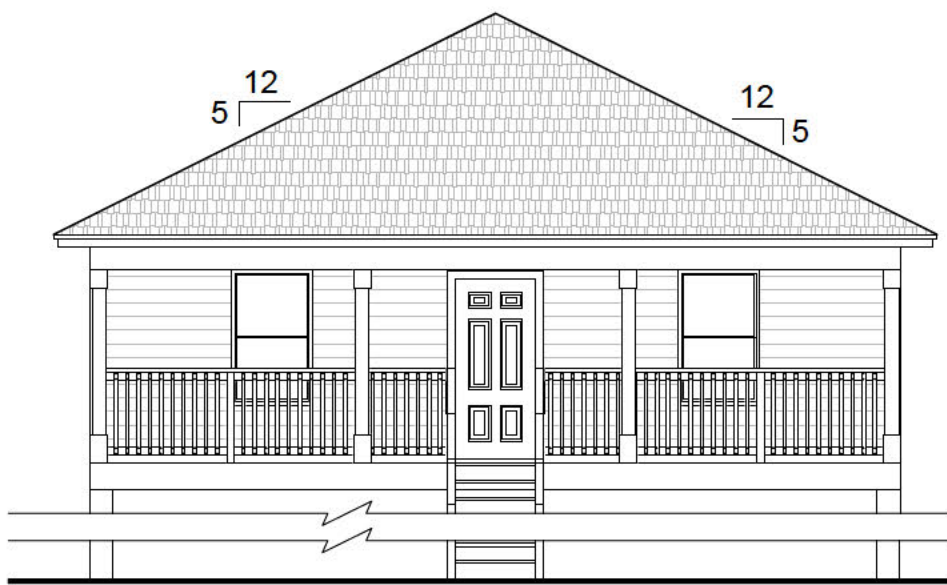
ROOF PLAN



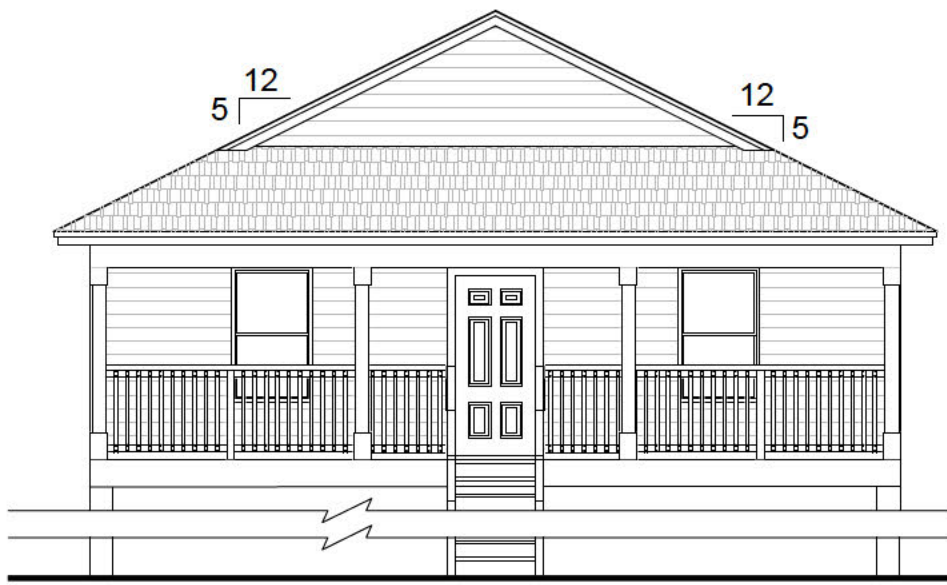
FLOOR PLAN



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

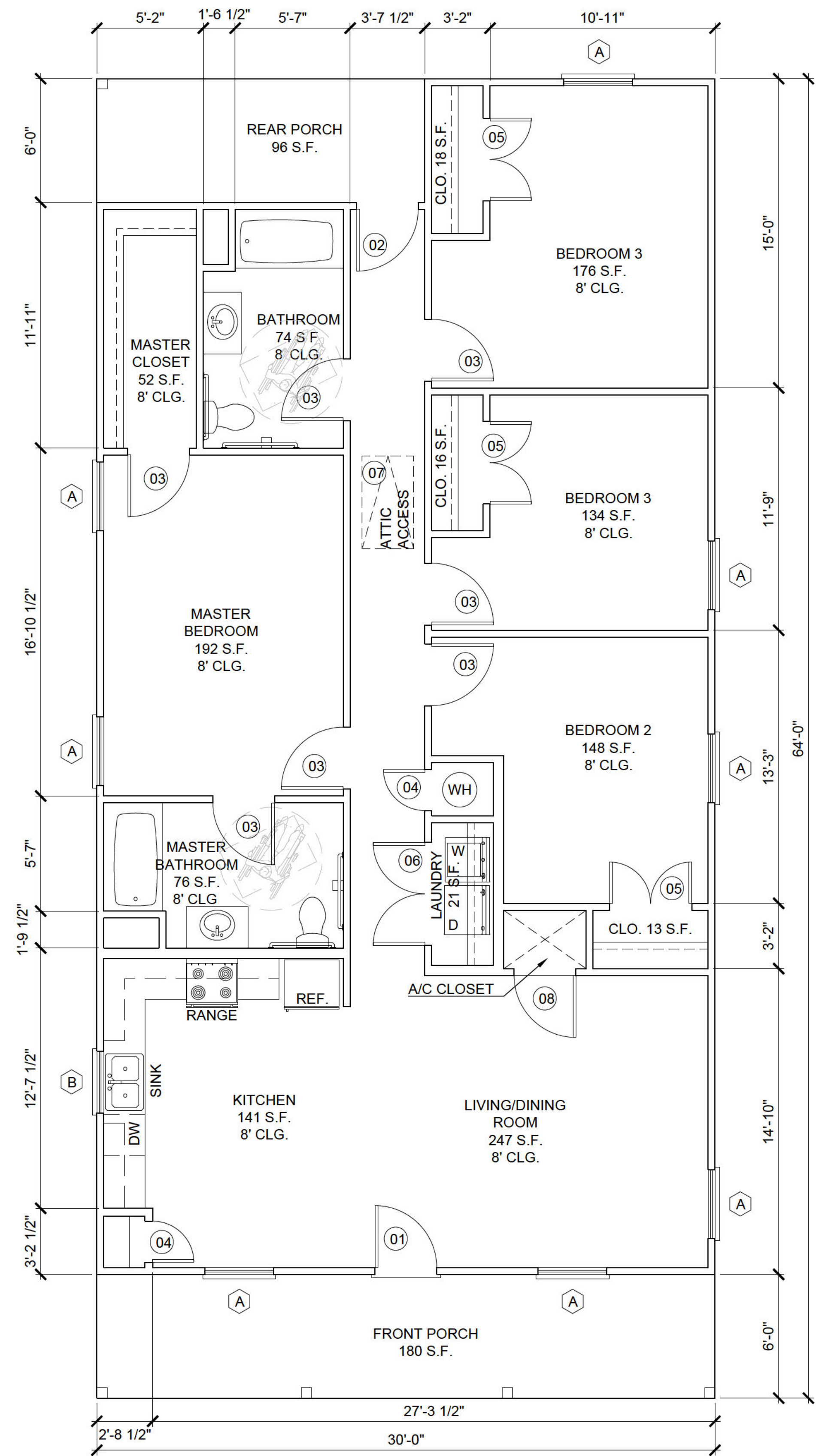
THIS HOUSE PLAN IS FOR THE SOLE PURPOSE AND USE FOR THE NORTH CAROLINA DIVISION OF COMMUNITY REVITALIZATION (DCR) AND THE HURRICANE HELENE HOUSING PROGRAM. AS SUCH, THIS DESIGN MAY BE REPLICATED OR RECREATED FOR USE FOR SITE SPECIFIC RECONSTRUCTION PLAN SETS. THIS SPECIFIC DRAWING SHALL NOT BE USED FOR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



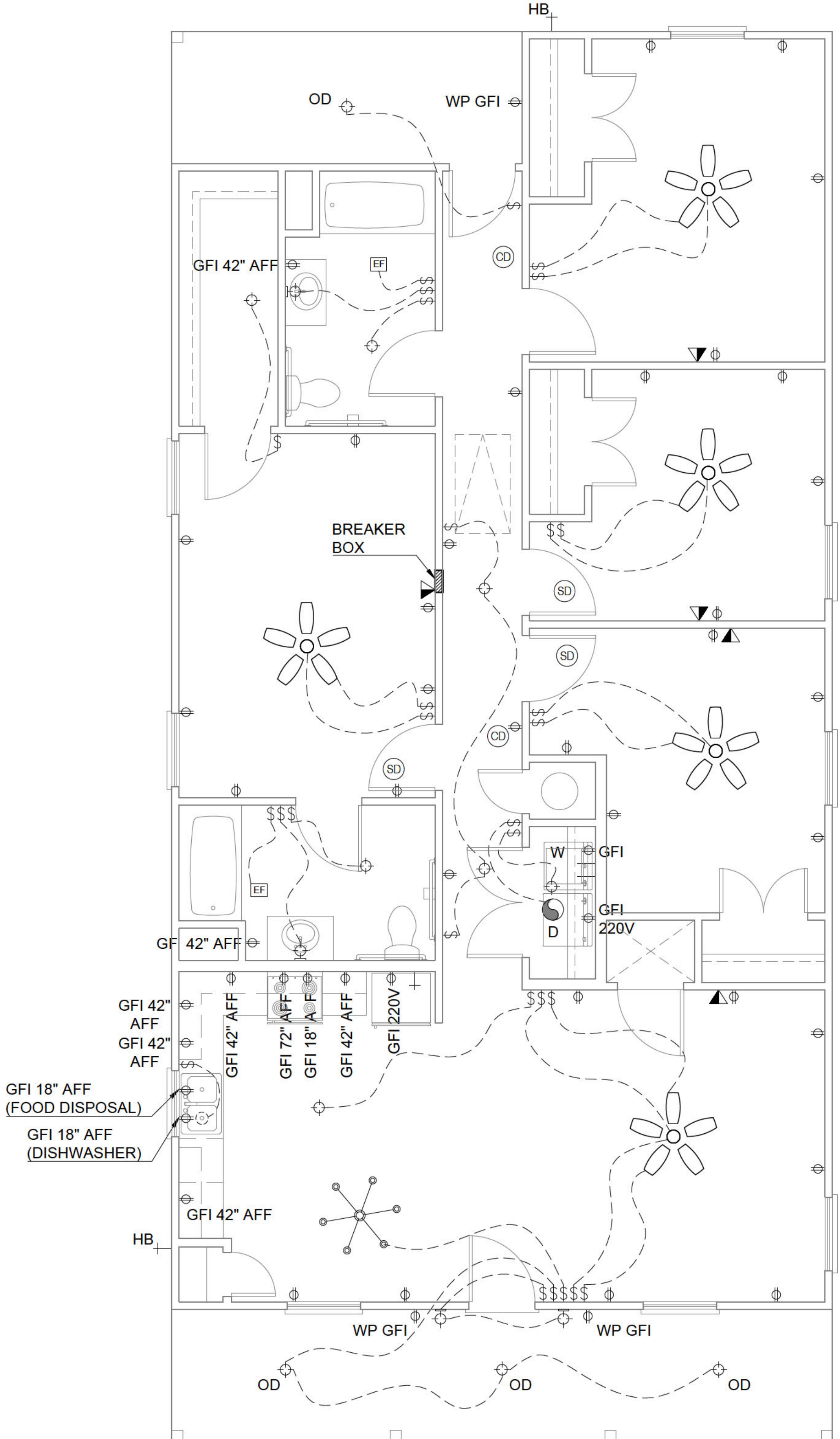
DOOR SCHEDULE			
MARK	QTY	DESCRIPTIONS	REMARKS
01	1	3'-0" X 6'-8"	EXTERIOR WITH PEEPHOLE
02	1	3'-0" X 6'-8"	EXTERIOR
03	7	3'-0" X 6'-8"	INTERIOR
04	2	2'-0" X 6'-8"	INTERIOR
05	3	6'-0" X 6'-8"	BI-FOLD
06	1	5'-0" X 6'-8"	BI-FOLD
07	1	30" X 54" ATTIC ACCESS	350 POUND LADDER RATING
08	1	3'-0" X 6'-8"	SELF 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.	

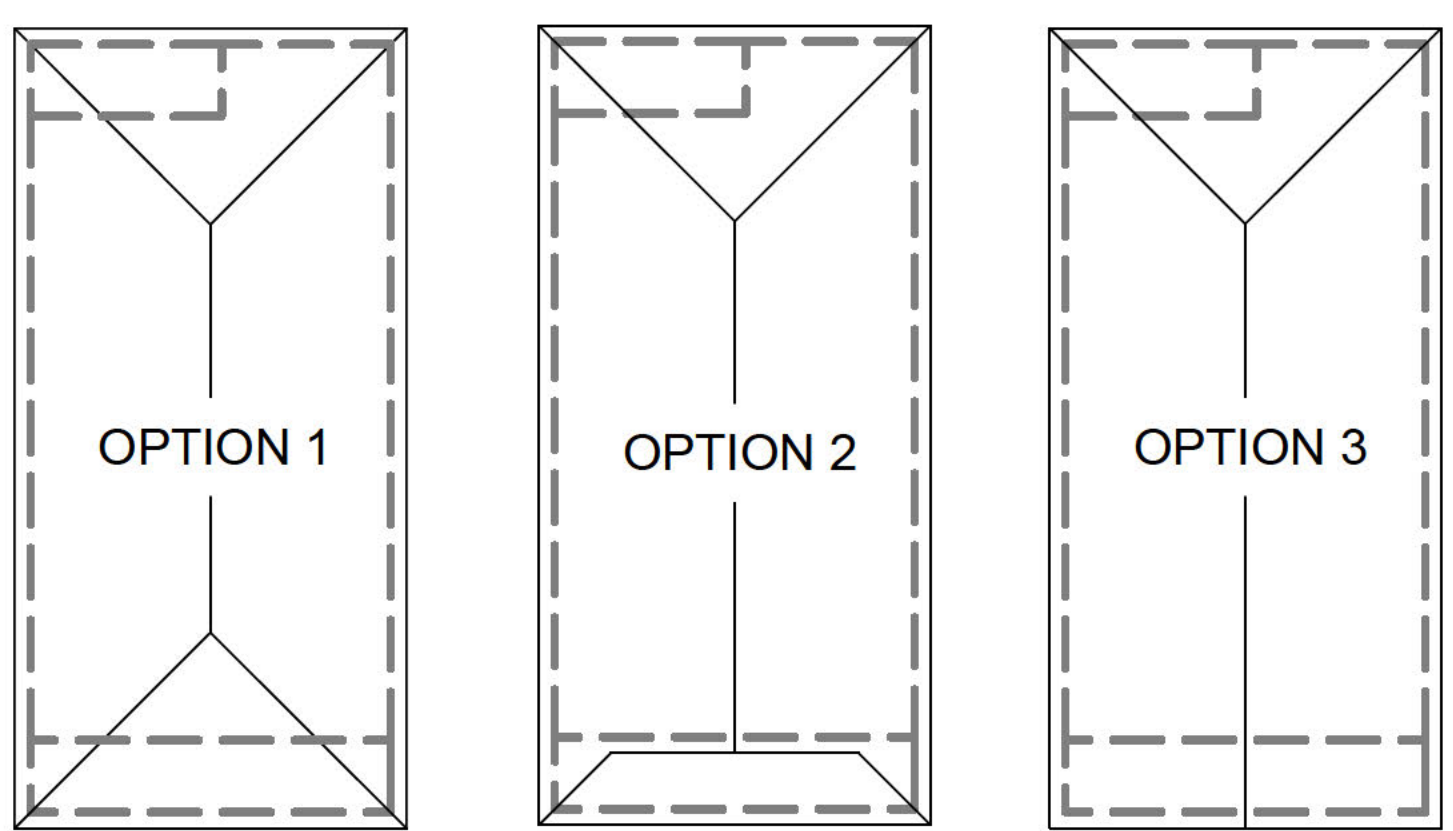
WINDOW SCHEDULE			
MARK	QTY.	DESCRIPTIONS	REMARKS
A	8	3'-4" X 5'-0"	SINGLE HUNG
B	1	3'-0 X 3'-0"	SINGLE HUNG



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

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

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**ATTACHMENT A: PROJECT TYPE(S) VENDOR PERFORM**

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

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

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

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



## **ATTACHMENT B: NORTH CAROLINA INSTRUCTIONS TO VENDORS**

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### **I. READ, REVIEW AND COMPLY**

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

Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.

### **II. REQUEST FOR OFFERS**

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

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

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

### **III. DUTY TO INQUIRE**

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

### **IV. DEFINITIONS, ACRONYMS AND ABBREVIATIONS**

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

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

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

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

## V. INTERPRETATION OF TERMS AND PHRASES

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

## VI. BID SUBMISSION

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

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

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

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

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

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

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

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

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

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

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

**8. CONTENTS OF OFFER:**

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

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

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

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

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

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

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

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

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

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

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

18. **CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA:** As a condition of Contract award, each out-of-State Vendor that is a corporation, limited-liability company, or limited-liability partnership shall have received, and shall maintain throughout the term of The Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A State contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.

19. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit Your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:

- a) If paper copies are requested, all copies of the bid are printed double sided. All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
- b) Unless absolutely necessary, all bids and copies should minimize or eliminate use of non- recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- c) Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.

20. **HISTORICALLY UNDERUTILIZED BUSINESSES (HUB):** The State is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the State encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on State contracts.

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

22. **INELIGIBLE VENDORS:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State:

a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and

b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void *ab initio*.

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

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

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

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

27. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain as confidential trade secrets in bids that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked confidential, the State will notify Vendor of such action and allow Vendor to defend the confidential status of its information.



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

29. **INFORMAL COMMENTS:** The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in writing in this Solicitation document and in formal Addenda.

30. **PROTEST PROCEDURES:** When a Vendor wishes to protest a contract awarded by the Division of 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](mailto: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**

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**1. PERFORMANCE:**

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

**2. DEFAULT AND TERMINATION.**

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

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

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

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

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

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

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

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

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

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

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

**7. SITUS AND GOVERNING LAWS:**

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

**8. NON-DISCRIMINATION COMPLIANCE:**

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 22. ELECTRONIC RECORDS:** The State will digitize all Vendor responses to the relevant solicitation, if not received electronically, as well as any awarded Contract together with associated procurement-related documents. These electronic copies shall constitute a preservation record and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any official electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."
- 23. AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the State and the Vendor.
- 24. NO WAIVER:** Notwithstanding any other language or provision in the Contract or in any Vendor-supplied material, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the State under applicable law. The waiver by the State of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
- 25. FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including, without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, other catastrophic epidemic or pandemic, natural event or Act of God.
- 26. SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in the Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the State under applicable law.
- 27. FEDERAL FUNDS PROVISIONS**

*Where federal funds are utilized in connection with this procurement, and to the extent applicable and absent stricter or controlling State provisions, the following federal provisions (in addition to the North Carolina General Terms and Conditions above) may apply consistent with Uniform Guidance in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, and its Appendix II and HUD requirements. Relevant federal authorities may require additional provisions depending on the scope and context of the Contract.* Failure or unwillingness of the Vendor to continually meet any of these requirements, as applicable, may result in Contract termination.

**Any links to websites not maintained by the State are provided as a courtesy. The State does not warrant or guarantee the accuracy of the hyperlink or the information contained therein.**

- a) **No governmental non-competes.** Vendor shall not impose or enforce any non-competition agreement upon the employees included in Vendor's bid that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Contract. By executing this Contract, the Vendor affirms this condition. This affirmation is a material condition for the State's award of any work under this Contract.
- b) **Program Monitoring.** Vendor agrees to assist and cooperate with the Federal grantor or funding agency and the relevant Purchasing Agency or their duly designated representatives in the monitoring of the project or projects to which this Contract relates, and to provide in form and manner approved by the Purchasing Agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
- c) **Remedies and Termination,** For purposes of this section the State Remedies and Termination provisions above apply as written.

**d) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**Compliance with the Contract Work Hours and Safety Standards Act.

1. *Overtime requirements.* No Vendor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 C.F.R. §5.5(b)(1) the Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 C.F.R. §5.5(b)(1), in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 C.F.R. §5.5(b)(1).
3. *Withholding for unpaid wages and liquidated damages.* The Purchasing Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 C.F.R. §5.5(b)(2).
4. *SubContracts.* The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 C.F.R. §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. §5.5(b)(2) through (4).

**e) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.**Clean Air Act

1. The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Vendor agrees to report each violation to the Purchasing Agency and understands and agrees that the Purchasing Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

1. The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Vendor agrees to report each violation to the Purchasing Agency and understands and agrees that the Purchasing Agency will, in turn, report each violation as required to assure notification to the federal agency providing funds hereunder, and the appropriate Environmental Protection Agency Regional Office.
3. The Vendor agrees that these requirements will be included in each subcontract exceeding \$150,000

financed in whole or in part with Federal assistance.

**f) Debarment and Suspension.**

1. This Contract, if federal funding is used, is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by a federal agency providing federal funds herein and the Purchasing Agency. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to federal agency providing federal funds herein and the Purchasing Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract resulting from a relevant solicitation herein. The Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**g) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (as Amended).**

To the extent applicable, Vendors that apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal Contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. Vendors must sign and submit to the Purchasing Agency the certification attached hereto as Attachment F and, if applicable, complete the disclosure form in Attachment G. See the latest version of "Certification for Contracts, Grants, Loans, and Cooperative Agreements" found at <https://ncadmin.nc.gov/documents/vendor-forms>.

**h) Procurement of Recovered Materials.**

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



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

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

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

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

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

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

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

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

**ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR**

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In accordance with NC General Statute 143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of this Contract. The State will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

a) **Will any work under this Contract be performed outside the United States?** ☐ YES ☒ NO

If the Vendor answered "YES" above, Vendor must complete items 1 and 2 below:

1. List the location(s) outside the United States where work under this Contract will be performed by the Vendor, any sub-Contractors, employees, or other persons performing work under the Contract:
  
  
  
  
  
2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

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

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

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

**ATTACHMENT E: HISTORICALLY UNDERUTILIZED BUSINESSES INFORMATION**

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The State is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the State encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on State contracts.

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330. The Vendor shall respond to question a) and b) below.

a) Is Vendor a Historically Underutilized Business? ☒ Yes ☐ No

b) Is Vendor Certified with North Carolina as a Historically Underutilized Business? ☒ Yes ☐ No

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

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The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Vendor, Jon W Home Sales, 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

Jonathan W. Hunt, President

Name and Title of Vendor's Authorized Official

09/04/2025

Date



## **ATTACHMENT G: DISCLOSURE OF LOBBYING ACTIVITIES**

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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

Approved by OMB


0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input checked="" 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		<b>2. Status of Federal Action:</b> <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known  Jon W. Home Sales, LLC 864 Sandy Road Fairmont, NC 28340  Congressional District, if known:			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Not Applicable  Congressional District, if known:		
<b>6. Federal Department/Agency:</b>  U.S. Department of Housing & Urban Development			<b>7. Federal Program Name/Description:</b>  CDBG-DR  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b>  \$		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):  Not Applicable - No Lobbying Activities to Disclose			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):  Not Applicable - No Lobbying Activities to Disclose		
<b>11.</b> 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>Jonathan W. Hunt</u> Title: <u>President / CEO, Jon W Home Sales, LLC</u> Telephone No.: _____ Date: _____		
<b>Federal Use Only:</b>			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	
<b>Client Name:</b>	Lumbee Tribe of North Carolina
<b>Program:</b>	HUD-VASH Veteran Village NCORR CDBG
<b>Client Point of Contact:</b>	Anthony Pevia Director of Housing Development
<b>POC Contact Information (email and phone):</b>	 APevia@lumbeetribe.com
<b>Total Number of Homes Completed:</b>	HUD-VASH = 6 Homes NCORR = 30 Homes
<b>Brief Description of Services Rendered:</b>	<p>HUD-VASH: Constructed a 6-unit, individual family housing, modular home village for Native American veterans and their families.</p> <p>NCORR CDBG: Currently constructing a 30-unit modular home community funded with CDBG funds for the Lumbee Tribe in Pembroke, NC.</p>

Example 2: CDBG-DR Housing Engagements Delivered	
Client Name:	Mississippi Development Authority
Program:	MDA Neighborhood Homes Program
Client Point of Contact:	Nell Rogers - Bureau Manager
POC Contact Information (email and phone):	NRogers@mississippi.org [REDACTED]
Total Number of Homes Completed:	1,168
Brief Description of Services Rendered:	TL Wallace responded to the state's call for contractors to repair and reconstruct storm damaged and/or destroyed homes across the lower nine counties of the state.





# State of Mississippi

TATE REEVES  
Governor

## MISSISSIPPI DEVELOPMENT AUTHORITY

December 23, 2024

To whom it may concern:

This is a letter of reference regarding the work of TLWallace Construction (the Company) for the Mississippi Development Authority, Disaster Recovery Division. While the Company performed exceptionally across multiple areas of recovery from the destruction of Hurricane Katrina, e.g., debris removal, infrastructure and port restoration, damage estimation, construction management, and new construction, this letter is specific to the Company's work associated with home repair and reconstruction.

Although the Company was already engaged in an array of recovery commitments, TL Wallace responded to the state's call for contractors to repair or reconstruct storm damaged and/or destroyed homes across the lower nine counties of the state. The contractors engaged to carry out this work were required to have the ability to mobilize quickly, have a broad portfolio of construction management, damage assessment, home construction, mobile home repair and replacement experience as well as prior success in carrying out similar, federally funded work within budget and with a short time frame. In addition to timely, quality work, the contractors were held to high standards for quality control and had to exhibit good customer service and communication with the homeowners.

In its work for the residential recovery program, the Company exceeded not only the program requirements but also exceeded performance expectations. The Company mobilized quickly for production, assembling and fielding an experienced, focused workforce over a broad geographic area of rural and urban sites. The Company was outstanding in meeting all regulatory and construction standards including Section 3 and environmental compliance, particularly lead based paint mitigation and historic preservation. In addition, the Company's strong quality control (QC) measures virtually eliminated QC and change order issues, thus speeding project completion. By its very nature, a home restoration program presents challenges. TLWallace consistently demonstrated its willingness and ability to work through each variation and to bring its expertise to assist in solving program-wide problems.

I am pleased to offer this recommendation of TLWallace and would be happy to respond to any inquiries regarding performance. I can be reached at (601) 359 9341 or [nrogers@mississippi.org](mailto:nrogers@mississippi.org).

  
Neil Rogers  
Bureau Manager  
Disaster Recovery Division

Example 3: CDBG-DR Housing Engagements Delivered	
Client Name:	City of Houston
Program:	DAHLR
Client Point of Contact:	Ken Pevovar
POC Contact Information (email and phone):	Ken.Pevovar@aptim.com [REDACTED]
Total Number of Homes Completed:	14
Brief Description of Services Rendered:	TL Wallace was selected as a Prime Contractor to perform demolition and permanent repairs to storm damaged homes in Houston TX.

Example 3: CDBG-DR Housing Engagements Delivered	
Client Name:	Texas General Land Office
Program:	DAHLR
Client Point of Contact:	Molly Keller
POC Contact Information (email and phone):	Molly.Keller@glo.texas.gov [REDACTED]
Total Number of Homes Completed:	24
Brief Description of Services Rendered:	TL Wallace was selected as a Prime Contractor to perform demolition and permanent repairs to storm damaged homes in the South East Texas region.



Example 3: CDBG-DR Housing Engagements Delivered	
Client Name:	Texas General Land Office
Program:	DAHLR
Client Point of Contact:	Molly Keller
POC Contact Information (email and phone):	Molly.Keller@glo.texas.gov [REDACTED]
Total Number of Homes Completed:	Inspected 728 and completed construction on 430
Brief Description of Services Rendered:	TL Wallace was the Prime Contractor that responded to Hurricane Harvey, inspected homes that were damaged, created an estimated cost to repair, and completed the shelter in place construction segment (PREPS) of the recovery effort for 430 homes in the greater Houston area.

## **ATTACHMENT I: SURETY LETTER EXAMPLE**

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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 <b>45 calendar days</b> from the Notice to Proceed to passed Final Inspection.
6	2.8 Proposal Contents, Page 10	Are the personnel resumes, project history, and Annual Report included in the 20 page limit?	The 20-page limit does <u>not</u> include résumés and Annual Report.  The 20-page limit <u>does</u> include project history.
7	7.4 Key Staffing Profile, Pages 33-34	May resumes be excluded from the 20-page limit?	See answer to Question #3 and #6.
8	7.5 References, Page 34  Attachment H, Page 67	May a Letter of Reference be included as proof of endorsement if a person is unreachable when the Program attempts to contact them?	Yes.
9	7.6 Litigation History, Page 34	May the Litigation History be excluded from the 20-page limit? May it be included as an appendix to Section 7?	The 20-page limit does <u>not</u> include Litigation History.

10	7.8 Annual Report, Page 35	May the Annual Report (financial statements) be excluded from the 20-page limit? May it be included as an appendix to Section 7?	See answer to Question #6.
11	ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS, Section 7c) SITUS AND GOVERNING LAWS, Page 49	Please clarify the requirement for domestication. If the Vendor corporation is not legally formed in North Carolina but registered with the North Carolina Secretary of State as a foreign corporation in North Carolina and in good standing, does this satisfy the “domestication” process?	Yes. A foreign corporation must obtain a Certificate of Authority from the N.C. Secretary of State, which will satisfy the domestication requirement in Attachment C, Section 7c.
12	5.0 Scope of Work, Page 19  4.1 Minimum Qualifications, Page 16	There are two different timeframes prescribed for rehabilitation projects <\$50,000. We recommend 45 days as the standard acceptable timeframe. Please clarify.  Section 5.0 Scope of Work (page 19) states “... <b>45 days</b> for rehabilitation projects with a scope <\$50,000...”  Section 4.1 Minimum Qualifications (page 16) states “ability to carry residential rehabilitation projects to completion within <b>30 days</b> for projects with a scope <\$50,000...”	Rehabilitation projects with a scope <\$50,000 shall be completed within <b>45 calendar days</b> from the Notice to Proceed to passed Final Inspection.
13	5.7 Liquidated Damages, Page 31	On the pre-bid call, one of the speakers said that these timelines would be enforced unless there are “excusable delays approved by the state.” Can you please provide a list of excusable delays and how the state will manage approving them? For example, are delays in getting permits, environmental mitigation delays or inspections from local governments excusable delays?	An exhaustive list of excusable delays cannot be provided. Requests by general contractors for an extension to the period of performance will be reviewed on a case-by-case basis.
14	4.9 Bonds and Insurance, Page 18	With respect to the ongoing value of the P&P bonds, will Contractor be permitted to reduce the value of the bonds by the contract amount associated with completed projects? If	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? Will this methodology or scorecard be shared with the general contractors? Will DCR or the implementation vendor award contractors with more assignments for completing homes under the contractual deadlines?</p>	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 <b>may</b> 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 <b>may</b> 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 <b>must provide</b> a key staffing profile and <b>résumés</b> for staff that will be responsible for the day-to-day performance of the services required under this Solicitation.

		<p>North Carolina Hurricane Helene recovery area.”</p> <p>Are we providing their personal résumés or are we providing just their name, contact information and their job description?</p>	<p>Vendor <b>must identify</b> which <b>employees</b>, including if applicable the Project Manager, will be <b>physically located in the responding area</b> as regular face-to-face meetings with the program and applicants will be required (i.e., mandatory preconstruction meetings with applicants for each application).</p> <p><b>Key staff must include the following</b> (DCR prefers for the three referenced positions to be held by three separate individuals qualified to perform each role):</p> <ul style="list-style-type: none"> <li>-Project Manager</li> <li>-Superintendent (s)</li> <li>-Warranty Coordinator</li> </ul>
35	7.5 References, Page 34	<p>“Vendor shall provide a minimum of three references for projects of similar type and size performed within the last five years, preferably for state and/or local government entities. DCR reserves the right to check references prior to making any award hereunder. Any negative responses received may be grounds for disqualification of the proposal. DCR reserves the right to contact programs other than those listed by the Vendor in which DCR knows the Vendor participated.”</p> <p>Can we provide more than three references even if they are in the same state/local government entity, where we have been assigned/contracted to complete projects from demo, abatement, rehabilitation, MHU replacement, reconstruction and elevation projects?</p>	<p>Vendor shall provide a <b>minimum of three references</b> for projects of similar type and size performed within the last five years, preferably for state and/or local government entities.</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, <b>REDACTED</b> 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 <b>net</b> not later than <b>30 days after receipt of a correct invoice</b> or acceptance of goods, whichever is later." Additional information regarding payment may be included in the project Scope of Work.
58	5.2 TASKS/ DELIVERABLES 5.2.2 Repair Scope of Work, Page 23	Please address the process of applicant appeals during the construction process. In our experience appeals have been allowed up to and after the completion of construction requiring remobilization of the contractor. Will the applicants be allowed to submit multiple appeals of the scope during and after the construction process? Will the program establish a last day of submission for each task order?	The applicant will not be allowed to appeal the design, materials, or services defined in the construction scope. The vendor is expected to perform according to the scope, provide quality and timely work, and honor the warranties.
59	5.2 TASKS/ DELIVERABLES 5.2.3 Reconstruction Scope of Work, Page 26	Please confirm that scaffolding and additional safety measures outside of the standard model home will be scoped through the site-specific pricing outside of the Hard Cost of the model.	The implementation vendor will scope necessary equipment.
60	3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS 3.1 Method of Award, Page 11	Please verify what scope is to be included within the Hard cost of the standard models or if this information will be provided during the BAFO process.	The BAFO will clarify pricing.
61	3.1 Method of Award, Negotiation and Best Final Offer, Page 13	"During the BAFO process, Vendors who intend to perform reconstruction projects may submit reconstruction plan sets for single-family homes, including options for Stick-Built and/or modular homes, for 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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## Appendix A

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### **Certification & Status Documentation:**

**Jon W. Home Sales** – North Carolina HUB Certified (HUB-4016996)

**Jon W. Home Sales** – Jonathan W. Hunt, Documentation of Tribal Status





North Carolina  
Department of Administration  
Office for Historically Underutilized Businesses

Pamela B. Cashwell  
*Secretary*

Alicia Lyon  
*Interim Director*

9/5/2024

Jonathan Hunt

Certification Number: HUB-4016996  
Jon W Home Sales LLC (Minority Owned)  
864 Sandy Road,  
Fairmont, North Carolina 28340

Dear Jonathan Hunt:

The Office for Historically Underutilized Businesses (HUB Office) is pleased to inform you that your company is now certified as a Historically Underutilized Business. Your firm is listed in the Statewide Uniform Certification (SWUC) Program database. This HUB certification remains in effect for a duration of 4 years.

You must notify the HUB Office in writing within 30 days of any changes affecting your compliance with SWUC Program eligibility requirements, including changes in ownership, day-to-day management and operational control. Failure to notify the HUB Office of these changes or reapply for certification in a timely manner may cause your HUB Certification to be revoked. In addition, please be advised your status may be changed if there is a 3rd party challenge granted against your firm. The link to the HUB Office 3rd party challenge form can be located at <https://files.nc.gov/ncdoa/documents/ThirdpartyEligibilityChallengerev080811.pdf>. All information submitted to the Office for Historically Underutilized Business is subject to audit and review.

The HUB Office collaborates with local Minority/Women/Small Business (M/W/SBE) Offices who offer assistance to certified HUB firms with identifying contract opportunities with state and local government. Many of these offices also offer assistance with business development. Please visit our website at <https://ncadmin.nc.gov/businesses/historically-underutilized-businesses-hub> to locate the local office near you.

It is important to note that although your status as a certified HUB firm greatly improves your access to state and local government contracts, this certification does not guarantee contract awards. Your ability to research opportunities and bid competitively will be important to your success in this program. We are committed to assisting you through the process. We provide ongoing assistance to help you navigate state government contracting along with Business Development and Supportive Services to assist you in developing strategies to meet your business goals and objectives.

Thank you for your interest and participation in the SWUC Program as a Historically Underutilized Business firm with the State of North Carolina.

Sincerely,

Alicia Lyon  
Interim  
Director



## Appendix B

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### **Jon W. Home Sales:**

North Carolina Manufactured Housing Dealer License #49708

MHU Experience Documentation

# State of North Carolina

To All Who Shall See These Presents  
Greetings

LICENSE NUMBER

49708

Jon W Home Sales LLC

864 Sandy Road Fairmont NC 28340-

*is authorized to engage in the business of*

**Manufactured Home Dealer**

*in the State of North Carolina having been duly licensed and  
bonded by the North Carolina Manufactured Housing Board, as required by  
N.C.G.S. 143.8 - 143.23*

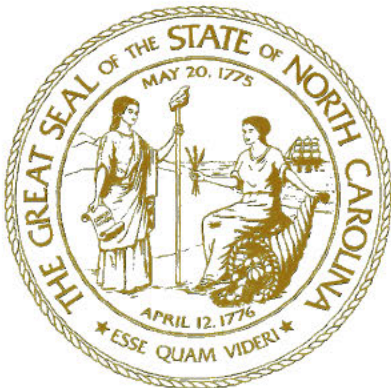
*This license is valid until midnight* 2026-06-30

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

**North Carolina Manufactured Housing Board**

By \_\_\_\_\_

State Fire Marshal and Chairman







Jon W Home Sales, LLC  
864 Sandy Road  
Fairmont, NC 28340

HUB CERT#: HUB-4016996

September 4, 2025

To Whom It May Concern,

Jon W Home Sales, LLC is pleased to confirm that the company exceeds the minimum required three years of experience in the delivery and installation of manufactured housing units (MHUs). Our history in this industry spans more than seven years and includes both private sector and publicly funded projects across the southeastern United States.

- **2017–2019:** Operated a MHU retail lot, delivering full turnkey MHU installation services—averaging 150 homes per year—to individual homeowners.
- **2019–2023:** Served as managing partner for a Fortune 500 company specializing in MHU sales and installations before returning to independent operations.
- **2023–Present:** Operating independently with a focus on publicly funded recovery housing efforts, completing MHU replacement and installation projects across NC, SC, GA, FL, MS, AL, OK, and TX.

Recent examples of performance include:

- Multiple MHU installations for the Office of State Budget and Management (OSBM), North Carolina, including a notable high-set single-wide home in Fairmont, NC, completed within 30 days.
- Ongoing MHU and duplex installations for the Lumbee Tribe of North Carolina, including a recent \$285,000 duplex project completed in under three weeks.
- A \$15 million joint venture with Cavco Industries in Jacksonville, Florida, involving demolition, site prep, and turnkey installation of MHUs at a pace of 4–6 homes every 10–12 days.

Jon W Home Sales remains committed to high standards of quality, compliance, and responsiveness. Our team manages all aspects of installation, including permitting, site preparation, utility coordination, and homeowner orientation. We are proud to bring this extensive experience to the State of North Carolina and are fully prepared to perform under the scope of the Turnkey Recovery Housing Program.

Sincerely,

Jonathan W. Hunt  
Jon W Home Sales, LLC  
Phone: [REDACTED]  
Fairmont, NC 28340

## Appendix C

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### **TL Wallace Construction:**

North Carolina General Contractor License #81709

CDBG Rehabilitation/Reconstruction Experience Documentation

Expiration Date

2025

License No.

81709

# North Carolina

## Licensing Board for General Contractors

This is to Certify That:

T.L. Wallace Construction, Inc.

Columbia, MS

is duly registered and entitled to practice

### General Contracting

Limitation: Unlimited

Classification: Building

until

December 31, 2025

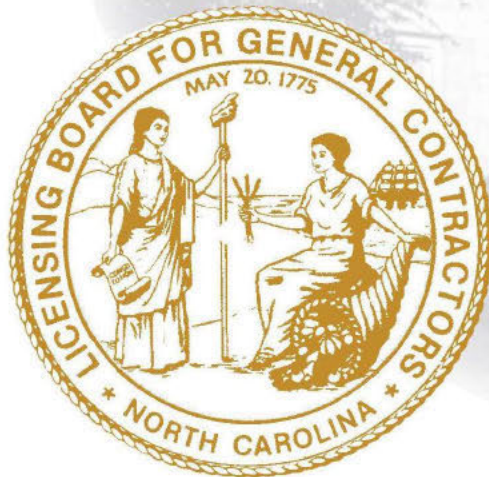
when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/01/2025

This certificate may not be altered.



Chairman

Secretary-Treasurer





September 4, 2025

## Disaster Recovery Statement of Work

At T.L. Wallace Construction, Inc., we specialize in delivering rapid, dependable disaster recovery solutions—restoring homes and communities with integrity and precision. With nearly 20 years of experience in post-disaster residential construction and infrastructure repair, we have been a trusted partner in some of the most impactful recovery efforts across the Southern United States.

Our team has worked hand-in-hand with local governments, state agencies, and homeowners to execute critical recovery programs following major disasters such as Hurricane Katrina and the Deepwater Horizon Oil Spill. Key projects include:

- Port of Gulfport Restoration
- Debris Removal Management
- Residential Housing Recovery
- Deepwater Horizon Oil Spill Recovery
- Mississippi Development Authority Neighborhood Home Program

As part of Duff Capital Investors, a diversified private investment enterprise, T.L. Wallace benefits from a strong financial foundation and access to a broad network of industrial and construction expertise. This affiliation strengthens our ability to scale quickly and deliver exceptional value to clients and disaster-impacted communities alike.

We prioritize local engagement by contracting with subcontractors and suppliers from the counties where services are delivered—maximizing Section 3 and HUB participation, job creation, and local economic recovery.

---

## Why T.L. Wallace?

- Backed by Duff Capital Investors, providing exceptional financial strength and operational reach
- Proven success with CDBG, Section 3, and federally funded disaster recovery programs
- Strong partnering mentality with an experienced program management team
- One of the region's largest subcontractor and supplier networks
- Bonding capacity exceeding \$150 million
- Successfully executed over \$1.2 billion in CDBG-funded programs across New York, Texas, Kansas, Louisiana, Mississippi, North Carolina, and Missouri
- Extensive experience with major disasters including Hurricane Katrina, Hurricane Harvey, and the Deepwater Horizon Oil Spill



## RELEVANT DISASTER RECOVERY PROJECTS OVER \$5M

Project Name	Contract Value	Location	Duration	Client Served	Contact(s)
Hurricane Katrina	\$75M	Mississippi	12 months	Marion, Lawrence, Covington, Simpson, Walthall, Jefferson Davis, Lamar Counties / MDOT	Butch Brown (MDOT) / Jeff Dungan (Debris Tech)
Port of Gulfport	\$580M	Mississippi	12 years	CH2M Hill / Mississippi Port Authority	Todd Stockberger (CH2M)
MDA Program	\$36M	Mississippi	4 years	Mississippi Development Authority	Nell Rogers (MDA)
MAHPP	\$31M	Mississippi	5 years	Mississippi Emergency Management Agency	Mike Womack (MEMA)
Deepwater Horizon Oil Spill	\$45M	Mississippi	31 months	O'Brien's / USES	Darren Benson (O'Brien's) / George Mulvaney (USES)
Hurricane Harvey	\$7.6M	Texas	12 months	Texas General Land Office (GLO)	Molly Keller (GLO)

---

Sincerely,  
Derek Peoples  
Head of Disaster Recovery Division  
T.L. Wallace Construction

## Appendix D

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### **Surety Letters & Certificates of Insurance**



Insurance | Risk Management | Consulting

P.O. Drawer 16447 Jackson, MS 39236-6447 M - 601.956.5810  
1376 Highland Colony Pkwy, Ste 300 F - 601.957.7098  
Ridgeland, MS 39157 aig.com  
United States

September 15, 2025

State of North Carolina  
Department of Commerce  
Division of Community Revitalization

Re: T. L. Wallace Construction, Inc.

To Whom It May Concern:

We have been requested to write a letter on behalf of our client, T. L. Wallace Construction, Inc., in regards to our experience with their account. We consider them to be an excellent account, well-staffed, capitalized and more than capable of completing jobs within or under time constraints, and within budget. All phases of their operation have been handled in a professional manner.

Travelers Casualty and Surety Company of America currently provides surety credit for single limit projects of \$90,000,000 and a total aggregate uncompleted backlog of \$180,000,000.

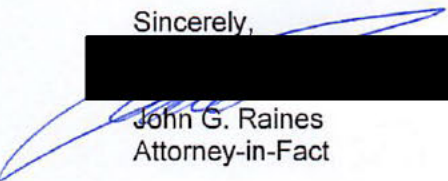
If T. L. Wallace Construction, Inc. is awarded a contract, we are prepared to issue the Performance and/or Payment bonds on their behalf, subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of request.

Our consideration and issuance of bonds is a matter solely between T. L. Wallace Construction, Inc., Travelers Casualty and Surety Company of America and ourselves. We assume no liability to third parties or to you by issuance of this letter.

Travelers Casualty and Surety Company of America is an A++ A.M. Best rated insurance company.

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact me.

Sincerely,

  
John G. Raines  
Attorney-in-Fact

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183  
Tel 860-277-0111





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/16/2025

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 1076 Highland Colony Parkway Suite 300 Ridgeland MS 39157		<b>CONTACT NAME:</b> Kelli Burnum <b>PHONE (A/C, No, Ext):</b> 601-605-3132 <b>E-MAIL ADDRESS:</b> kelli_burnum@ajg.com		<b>FAX (A/C, No):</b>
		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> Indian Harbor Insurance Company		36940
		<b>INSURER B:</b> Travelers Indemnity Company		25658
		<b>INSURER C:</b> Travelers Property Casualty Co of America		25674
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
		<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 695934137 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	VTC2KCO4R631316IND24	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> 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	VTKCAP4R631328IND24	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ None	Y	Y	CUP4R63133A2425	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	UB7Y9691742425D	10/1/2024	10/1/2025	<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
A C	Excess Liability - 2nd layer Inland Marine	Y	Y	SXS006435001 6607Y120387	10/1/2024 10/1/2024	10/1/2025 10/1/2025	Each Occ / Gen Agg Leased / Rented Eqpt Installation Floater \$5M/\$5M \$300,000 \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is listed as Additional Insured on General Liability (Form #CG D6 04 02 19) Auto Liability (Form #CA T4 99) and Excess Liability policies on a Primary / Noncontributory basis (Form #CG T1 00 02 19; CA T4 99) when required by written contract and only with regards to operations of the named insured. Waiver of Subrogation is provided in favor of Certificate Holder on General Liability Auto Liability, and Excess Liability and Workers Compensation when required by written contract and only with regards to operations of the named insured. 30 Day Notice of Cancellation applies except for 10 day Non-Payment of premium as required by written contract. Excess liability policy follows form over General Liability, Auto Liability and Workers Compensation policies. Contractual Liability - Railroads applies on blanket basis as per form (CG D6 47 10 12)

Agent: John G. Raines #9101447

**CERTIFICATE HOLDER****CANCELLATION**

NC Office of Department of Commerce  
Division of Community Revitalization  
4346 Mail Service Center  
Raleigh NC 27699-4346

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **PROVISIONS**

1. The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



POLICY NUMBER:

COMMERCIAL AUTO  
ISSUE DATE: - -

**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:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

## COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

**b.** The insurance provided to such additional insured does not apply to:

**(1)** Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b)** Supervisory, inspection, architectural or engineering activities.

**(2)** Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

**c.** The additional insured must comply with the following duties:

**(1)** Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

- (a)** How, when and where the "occurrence" or offense took place;
- (b)** The names and addresses of any injured persons and witnesses; and
- (c)** The nature and location of any injury or damage arising out of the "occurrence" or offense.

**(2)** If a claim is made or "suit" is brought against the additional insured:

- (a)** Immediately record the specifics of the claim or "suit" and the date received; and
- (b)** Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

**(3)** Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

**(4)** Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
ISSUE DATE:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONTRACTUAL LIABILITY – RAILROADS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Scheduled Railroad:**

**Designated Job Site:**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1. With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c.** Any easement or license agreement;
2. With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR CONTRACTORS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |   |
|--|---|
| <p><b>A. Who Is An Insured – Unnamed Subsidiaries</b></p> <p><b>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</b></p> | <p><b>C. Incidental Medical Malpractice</b></p> <p><b>D. Blanket Waiver Of Subrogation</b></p> <p><b>E. Contractual Liability – Railroads</b></p> <p><b>F. Damage To Premises Rented To You</b></p> |
|--|---|

### **PROVISIONS**

#### **A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or

- b. A trust;

as indicated in its name or the documents that govern its structure.

#### **B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

**C. INCIDENTAL MEDICAL MALPRACTICE**

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

**b.** An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

**(a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

**(b)** First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

**a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

**b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

**D. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

**a.** "Bodily injury" or "property damage" that occurs; or

**b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

**E. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

**c.** Any easement or license agreement;



2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**F. DAMAGE TO PREMISES RENTED TO YOU**

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY  
ENDORSEMENT WC 00 03 13 (00) -**

POLICY NUMBER:

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

DATE OF ISSUE: - -

ST ASSIGN:



RE: Jon W Home Sales, LLC

RE: RFP#: Doc1690846196

To: Whom it may concern,

Old Republic Insurance Company (ORIC) and/or its affiliate, Old Republic Surety Company (ORSC), have provided surety credit to **Jon W Home Sales, LLC** for single projects up to \$500,000 with an aggregate uncompleted backlog up to \$500,000,000. ORIC/ORSC is rated "A" (Excellent) and has a US Treasury Limit exceeding \$110 million.

If **Jon W Home Sales, LLC** is awarded a contract and requests that we provide the necessary performance and payment bonds, we will be prepared to execute the bonds subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of request.

Our consideration and issuance of bonds is a matter solely between **Jon W Home Sales, LLC** and ourselves, and we assume no liability to third parties or to you by the issuance of this letter

Sincerely,

A large black rectangular redaction box covers the signature of Jarette Sampson.

Jarette Sampson

Attorney In Fact



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/05/2025

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

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

<b>PRODUCER</b> Jarette Sampson Dial Insurance Agency P.O. Box 819 Pembroke, NC 28372	<b>CONTACT NAME:</b> Jarette Sampson	
	<b>PHONE (A/C, No, Ext):</b> [REDACTED]	<b>FAX (A/C, No):</b> [REDACTED]
<b>INSURED</b> Jon W Home Sales, Llc 864 Sandy Road Fairmont, NC 28340	<b>E-MAIL ADDRESS:</b> [REDACTED]	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Auto Owners Insurance	<b>NAIC #</b> 18988
	<b>INSURER B:</b> Auto Owners Insurance	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER: 11756** **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			233768	05/15/25	05/15/26	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <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			233768	05/15/25	05/15/26	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1653467	05/15/25	05/15/26	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Commercial Auto Policy includes uninsured/underinsured coverage for \$1,000,000 and medical payments for \$5,000.

<b>CERTIFICATE HOLDER</b> NC Office of Department of Commerce Division of Community Revitalization 4346 Mail Service Center Raleigh, NC 27699-4346	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> [REDACTED]
--	--

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## Appendix E

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### **Experience Modification Rate (EMR) Verification**



# Gallagher

Insurance | Risk Management | Consulting

December 20, 2024

Re: T.L. Wallace Construction, Inc.  
4025 Hwy 35 North  
Columbia, MS 39429

To Whom It May Concern:

The below is a three year Experience Modifier history for T.L. Wallace Construction, Inc. with an Anniversary Rating Date of October 1 as published by the National Council on Compensation Insurance, Inc. (NCCI):

2024 - 1.16  
2023 - .77  
2022 - .98  
2021 - .89  
2020 - 1.06

If you have any questions or need anything further, please do not hesitate to let me know.

Sincerely,

Kelli Burnum  
Client Service Supervisor  
Gallagher Construction Services, Mid South Region  
601-605-3132 / [Kelli\\_Burnum@ajg.com](mailto:Kelli_Burnum@ajg.com)





*RE: Jon W Home Sales, LLC*

*To: Whom it may concern,*

*Subject: Experience Modification Rate (EMR) Verification*

*This letter is to confirm that Jon W Home Sales, LLC has maintained an exceptionally favorable Experience Modification Rate (EMR) over the past five years, reflecting their strong commitment to safety and risk management across all operations.*

*Their current EMR is 0.78, which is significantly below the industry average of 1.00. This rating, issued and verified by our workers' compensation insurance carrier, is a direct reflection of proactive safety protocols, employee training programs, and continuous investment in a secure working environment.*

*A breakdown of JWHS's EMR over the last five years is as follows:*

<i>Year</i>	<i>EMR</i>
<i>2021</i>	<i>0.83</i>
<i>2022</i>	<i>0.81</i>
<i>2023</i>	<i>0.79</i>
<i>2024</i>	<i>0.78</i>
<i>2025</i>	<i>0.78</i>

*These rates demonstrate a consistent downward trend and position Jon W Home Sales, LLC as a low-risk contractor and a reliable partner in the manufactured housing and construction industry.*

*Sincerely,*



*Jarette Sampson*

*Attorney In Fact*

## Appendix F

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### **Financial Solvency Documentation**

#### **T. L. Wallace Construction, Inc., a wholly owned company of Duff Capital Investors**

- Financial Statements of T.L. Wallace Construction, Inc.
- Independent Auditor's Report (FY 2023 / 2024)

#### **Jon W Home Sales, LLC – First Bank Financial Solvency Declaration**

#### **Gouras & Associates, LLC – Hancock Whitney Financial Solvency Declaration**

*\*\*Additional documentation regarding financial solvency, adequate capitalization, and demonstration of financial resources to perform/complete the work and to provide all required warranties can be promptly provided upon request\*\**











**T. L. WALLACE CONSTRUCTION, INC.**

**FINANCIAL STATEMENTS**

**Years Ended December 31, 2024 and 2023**

# **T. L. WALLACE CONSTRUCTION, INC.**

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## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors and Stockholders of  
T. L. Wallace Construction, Inc.  
Columbia, Mississippi 39429

### ***Opinion***

We have audited the financial statements of T. L. Wallace Construction, Inc. (a Mississippi S-corporation), which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of income, stockholders' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of T. L. Wallace Construction, Inc. as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

### ***Basis for Opinion***

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of T. L. Wallace Construction, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about T. L. Wallace Construction, Inc.'s ability to continue as a going concern for one year after the date that the financial statements are available to be issued.



**HATTIESBURG**  
2 Southern Pointe Pkwy, Ste 200  
Hattiesburg, MS 39401  
P 601.264.3519

**HATTIESBURG WEST**  
10 Plaza Drive  
Hattiesburg, MS 39402  
P 601.268.3135

**GULFPORT**  
2019 23<sup>rd</sup> Avenue  
Gulfport, MS 39501  
P 228.864.1779

**BELLEVUE**  
8 Town Center Square  
Hattiesburg, MS 39402  
P 601.261.2050

**COLUMBIA**  
150 Old Highway 98 E  
Columbia, MS 39429  
P 601.736.3449

**COLUMBIA**  
4 Bellewood Park, Ste. B.  
Columbia, MS 39429  
P 601.736.2050

To the Board of Directors and Stockholders of  
T. L. Wallace Construction, Inc.

***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of T. L. Wallace Construction, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about T. L. Wallace Construction, Inc.'s ability to continue as a going concern for a reasonable period of time.

To the Board of Directors and Stockholders of  
T. L. Wallace Construction, Inc.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Hattiesburg, Mississippi  
April 30, 2025

## ***FINANCIAL STATEMENTS***

















***NOTES TO FINANCIAL STATEMENTS***





















# FIRST BANK

301 South Main Street  
Fairmont, NC 28340  
910-628-6311 phone

Jon W Home Sales LLC  
852 Sandy Rd Fairmont NC 28340  
(910) 774-6966

May 7, 2025

To Whom It May Concern,

Subject: Financial Solvency Declaration

On behalf of First Bank in my capacity as Branch Manager, hereby declare that Jon W Home Sales LLC is financially solvent as of the date above. This declaration affirms that Jon W Home Sales LLC possesses sufficient assets to meet its current and foreseeable liabilities, ensuring the ability to fulfill all financial obligations in the normal course of business.

This statement is based on a thorough review of Jon W Home Sales LLC financial records.

Should you require further information or documentation to verify financial solvency, please do not hesitate to contact me at [REDACTED]

Thank you for your attention to this matter.

Sincerely,

[REDACTED]  
Javanna Hunt

Branch Manager

First Bank



May 8, 2025

RE: Gouras & Associates, LLC  
Financial Solvency Declaration

To Whom It May Concern,

Please allow this letter to serve as verification that Gouras & Associates, LLC is financially solvent as of the date above. This declaration affirms that Gouras & Associates, LLC possesses sufficient assets to meet its current and foreseeable liabilities, ensuring the ability to fulfill all financial obligations in the normal course of business.

This statement is based on a thorough review of Gouras & Associates, LLC financial records.

If you have any questions or need any additional information, please feel free to contact me at 601-790-6747 or [ashley.bufkin@hancockwhitney.com](mailto:ashley.bufkin@hancockwhitney.com).

Sincerely,



Ashley Bufkin  
Commercial Client Administrator

## Appendix G

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### **Team Resumes and Credentials**

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# JONATHAN HUNT

Fairmont, NC 28340 ♦ [REDACTED] ♦ jonwhunt@gmail.com

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## PROFESSIONAL SUMMARY

Licensed Attorney & Engineer | 20+ Years' Experience | Unique skill set aiding Business Progression, Proactively avoiding Legal Issues | Well versed in Business, Legal & the intersection of Business and Legal, from Patents & Trademarks to Contract Creation to M&A, years of experience I have successfully negotiated a multitude of situations. Proven Developer well versed in CDBG Funding & Guidelines | Coordinated & Facilitated Residential Living Developments from 2 to 200+ Single Family Units (HUD/MOD/DUPLEX)

---

## SKILLS

- Corporate Transactions
- Govt/Municipality Law
- HUD/MOD Development
- Const. Management
- Residential Development
- AutoCAD
- Contract Expert
- MHU Development
- Engineering
- Tribal Development

---

## WORK HISTORY

**President/Founder**, 02/2021 - Current  
**Jon W Home Sales, LLC**

- Established privately owned HUB certified business
- Focused on all aspects of Disaster Recovery
- Certified/approved vendor dealer for multiple Home Manufactures
- Ability to rapidly scale to provide immediate aid
- Responsible for every aspect of HUD & MOD home development, including but not limited to single section, multi section and Duplex units
- Project lead for numerous single family home developments, most recently 30 Home Lumbee Tribe Development funded via CDBGGrant
- Well versed in project management, ensuring guidelines and deadlines are met, while ensuring top quality products are provided for the end user



## **Legal Counsel & Development Oversight, 03/2021 – 02/2024**

### **Regional Homes, LLC**

- Provide advice on a multitude of legal issues ranging from employment law to contract law
- Operated in a lead role, managing varying teams towards a common goal
- Leadership resulted in becoming the number one privately owned home retail operation in the US, which led to the sell to Champion Homes, where I assisted with the merger, working with FTC, SEC and other regulatory commissions.
- Developed, Designed, Wrote and Implemented all Manufactured Home General Manager training program material, companywide for 70+ Manufactured Home Retail locations and all future expansion.

## **President, 04/2008 - Current**

### **Jonathan W. Hunt Attorney at Law, P.C. – Lumberton, NC**

- Responsible for every aspect of operating a small business including supervision of employees, daily communication, and representation of clients in court.
- Hired and managed employees to maximize productivity while training staff on best practices and protocols.
- Conduct plea negotiations, enter pleas and represent clients in trial, both bench and jury
- Coordinate a high-volume case load, calendaring and disposing of approximately 100 - 125 cases per week via plea or bench trial.
- Practice started as a general practice, handling both civil and criminal matters has tailored to primarily civil and criminal defense along with contract-based representation involving contract creation, review, and critique
- Excelled in mergers and acquisitions as well as patent and trademark law.
- Subcontracted 50+ complex contract creation and review for a multitude of businesses, from National Football League to financial institutions.

## **Founder CEO, 06/2017 - 10/2020**

### **Jon Wayne Home Sales, LLC**

- Established a home and real estate sell center
- Coordinated the construction of 12 to 15 single family homes per month
- Built and lead a multitude of teams ranging from home sales to home setup
- Quickly became multiple lenders and manufacturers #1 Dealership
- Developed strong partnerships with other businesses to allow for collaboration and more significant opportunities for growth.
- Successfully arranged, managed, and conducted the sell of this small business.

**Associate Attorney, 07/2007 - 03/2008**

**Wynn Law Firm**

- Defended clients in criminal court in multiple districts negotiating pleas as well as conducting bench trials, generally 100 to 125 cases per week
- Conducted personal injury negotiations and settlements.

**Computer Programmer/Team Leader, 06/1999 - 07/2004**

**IBM**

- Designed, coded, tested, and implemented computer code in multiple languages including Java and C++
- Collaborated with a team of 10-15 individuals on a weekly basis and at least once a month coordinated as well as participated in team meetings with both national and international, IBM team leaders to ensure that we all worked together towards a common goal.

---

## EDUCATION

---

**Juris Doctorate: 05/2007**

**Campbell University** - Buies Creek, North Carolina

**Engineering: 05/2004**

**North Carolina State University** - Raleigh, North Carolina

**High School Diploma: 05/1999**

**South Robeson High School** - Rowland, North Carolina

# Derek Peoples



## SUMMARY OF EXPERTISE

---

Versatile and strategic operations leader with over 15 years of progressive experience in construction, disaster recovery, corporate operations, and safety management. Proven ability to lead high-stakes recovery efforts, oversee multimillion-dollar projects, manage cross-functional teams, and implement safety and compliance programs. Recognized for adaptive leadership in fast-paced environments.

## WORK EXPERIENCE

---

### Head of Disaster Division

*TL Wallace Construction, Inc.* | 2017 – Present

- Led key operational roles during BP oil spill cleanup and Hurricane Harvey recovery (TX GLO PREPS & DAHLR).
- Managed project logistics, contractor coordination, and rapid response housing projects in multiple disasters.
- Developed invoice processing systems for 1000+ field responders and contractors.

### Director of Corporate Operations

*DeepWell Energy Services* | 2020 – 2023

- Oversee corporate initiatives, special projects, and internal systems for a multi-division energy service company.
- Align operational workflows across field offices and executive leadership.
- Direct cross-departmental collaboration to improve efficiency and compliance.

### Safety Director

*TL Wallace Construction, Inc.* | 2015 – Present

- Manage OSHA compliance, corporate safety policies, training programs, fleet safety, and audits.
- Interface with insurers and bonding partners to drive safety performance improvements.

### IT Director

*TL Wallace Construction, Inc.* | 2010 – 2015

- Managed a multi-company IT infrastructure including virtual data servers and Exchange systems.
- Oversaw end-user support, document management, software management, and system security.

## EDUCATION

---

*University of Louisiana at Monroe*

Bachelor of Science, Business Administration

*Concordia University at Irvine*

Executive Coaching Certificate

*John Maxwell Leadership Certified Team*

# James “Bo” Williams

*Project Manager*



## SUMMARY OF EXPERTISE

---

Astute results-focused professional with successful experience in all facets of emergency and disaster preparedness program planning, administration, and response on local, state, and federal levels. Exceptional in managing projects and implementing administrative policies that streamline procedures and deliver bottom line results. Successful at stabilizing crises and uncertainties. Core competencies include:

- Public Assistance Task Force Lead
- Program & Project Management
- Appeals and Determination Memos
- Large-scale Clean-up Operations
- Public Health & Safety
- Quality Assurance & Control
- Safety Program Compliance
- Public Affairs & Community Relations
- Staff Development/Leadership
- Hazard Mitigation
- Debris Management
- Emergency Program Management
- Scheduling and conducting kickoff meetings and exit briefings with assigned applicants
- Educating the applicant on program process, timelines, and eligibility
- Securing list of projects and assist applicant in project formulation
- Informing applicant of Project Worksheets (PWs) progress and any potential changes to PWs
- Analyzing data from Preliminary Damage Assessments (PDAs)
- Assigning applicants and/or projects to assigned personnel
- Developing a forecast of project development, including estimated number of projects, schedule for costs
- Identifying technical assistance requirements
- Reviewing draft Project Worksheets for accuracy, completeness, eligibility, and special considerations
- Implementing validation process
- Utilizing the Public Assistance Dashboard
- Utilizing the Public Assistance Field Operations Pocket Guide
- Ensuring Project Worksheets are routed through the applicable review queues
- Approving Project Worksheets by obligating up to approved authority as delegated

## WORK EXPERIENCE

---

**2017 to Present**

**T.L. Wallace Construction**

**Columbia, MS**

*Project Director: Disaster Recovery Division*

- Overseeing entire process from identifying bid prospects to completion of the awarded contract for all disaster related projects
- See core competencies above for more information on expected and related tasks

**2016 to 2017**

**CM Services, General Contractor**

**Bogalusa, LA**

*Project Manager*

- Project manager for the State of Louisiana “Shelter at Home” project, after Baton Rouge flood disaster

**2005 to 2016**

**TL Wallace Construction**

**Columbia, MS**

*Project Manager: Disaster Recovery Division*

- Oversee all activities pertaining to disaster response including, but not limited to, identifying potential projects, coordinating proposal/bid process, and ensuring the completion of the process from beginning to end.
- Field Technician for temporary housing unit (THU) maintenance for FEMA.
- Site Manager, and field technician on MEMA’s Alternative housing pilot program.
- Project Manager with Alabama Power for environmental PCB clean-up after 2011 tornadoes.
- QA/QC Field Technician for hauling and installing for temporary housing units.
- QA/QC Site Inspector on construction of two Joplin, MO FEMA parks.
- QA/QC Field Technician for MS Development Authority’s Neighborhood Home Project.

## **CERTIFICATIONS**

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OSHA

CPR

RRP

FEMA ICS-100.B, ICS-200, ICS-700.A, ICS-800.B

## **EDUCATION**

---

Houston Community College

*Electronics*

West Marion High School

*High School Diploma*

### SUMMARY OF EXPERTISE

---

Mr. McClendon is an innovative and highly competent employee that brings years of construction experience and leadership skills to the company. Mr. McClendon has been working in the construction field for over 19 years with the last 7 years being with T. L. Wallace Construction, Inc. (TLW). After holding multiple positions within TLW, including technician, he currently serves as a Quality Assurance and Quality Control Coordinator with the Disaster and Environmental Response Division.

Mr. McClendon has worked on multiple projects on disasters in Mississippi such as Hurricane Katrina as a technician during the FEMA housing response and then the follow-up housing program for MEMA.

During this time, Mr. McClendon worked with FEMA, MEMA, The Corp of Engineers and local governments to assist victims of Hurricane Katrina with everything from 24-hour maintenance, installing temporary housing, constructing and installing permanent housing, and debris removal.

#### Core Competencies:

- Strong Leader
- Excellent Communicator
- Skilled in working with governments and homeowners to ensure quality, production, and safety
- Budget management

### WORK EXPERIENCE

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**2006 to Present**

**T.L. Wallace Construction, Inc.**

**Columbia, MS**

#### *Quality Assurance*

- Duties include quality control.
- To oversee field operations.
- Identify and address potential problems with projected jobs.
- Permitting and overseeing active jobs.
- Documenting daily activities on every active job site.
- Composing change orders when needed.
- Ensuring all TLW quality, safety, and professional guidelines are being enforced.
- Managing portion Mississippi Development Authority (MDA) funded project for HUD Activities
  - This is a \$137m project to assist the low to moderate income residents that still have Hurricane Katrina related damage and no means to make repairs. This project is estimated to serve over 5,000 residents within the next 3 years. This is an IDIQ contract based on performance and TLW currently holds 40% of the contract, with the other 60% split between 4 other prime contractors.
- Served on pilot program funded by FEMA and administered by MEMA for Modular Home Units
  - This was a pilot program to install and provide twenty- four hour emergency maintenance for modular homes after a disaster, both in a temporary manner as well as on permanent foundations. Approximately 3,200 homes were installed on temporary foundations for Hurricane Katrina survivors, with another 1,200 homes installed on permanent foundations. This was a \$40m project that served over 4,000 residents in the 5 years following Hurricane Katrina.
- Served as technician and a field operator for disaster operations associated with Hurricane Katrina.

## CERTIFICATIONS

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HVAC

Licensed in Mississippi Lead-Based Paint Renovator

## EDUCATION

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*Poplarville High School*



# Jerry Kilpatrick



## SUMMARY OF EXPERTISE

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Astute results-focused professional with successful experience in all facets of construction, emergency and disaster preparedness program planning, administration, and response on local, state, and federal levels. Exceptional in managing projects and implementing administrative policies that streamline procedures.

Possess strong communications skills, ability to identify, design and deploy innovative technologies that result in improved systems, increased production, and decreased expense.

## WORK EXPERIENCE

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### 2017 – present

#### **Division Manager of Telecommunications**

- Lead in the planning and implementation of projects
- Develop full scale project plans; assemble/coordinate project staff
- Weekly oversight of budget and resource allocations
- Receive and review weekly updates from contractors, Field Crews, and office personnel
- Negotiate contracts, approves invoices, lien waivers, and financials
- Overseeing entire process from identifying bid prospects to completion of the awarded contract
- Interact with ATT, Verizon, SBA, American tower, Eriksson, Nokia, and consultants.

### 2015-Present

#### **Director of Outside Cost Control**

- Review and audit financial transactions within company credit card purchases
- Assemble/coordinate project staff
- Weekly oversight of budget and resource allocations

### 2012-2015

#### **Director of Purchasing**

- Audit and control of companies purchase practices
- Reviews and approve daily invoices
- Issues and tracks Purchase Orders for material and supplies
- Weekly oversight of budget and resource allocations

### 2010-2012

#### **Project Manager on the installation of THU's in North MS**

- Managed day-to-day operations for the haul and install of FEMA THUs
- Completed daily reports, service tickets, and eligibility requirements
- Served as liaison between homeowner's and MEMA representatives.
- Managed all maintenance service calls and verified that they were performed in a timely manner

### 2008-2010

#### **Construction Manager on the MDA Project Neighborhood Home Project**

- Daily interacting with homeowners, contractors, inspection team and MDA representatives
- Liaison for homeowners' questions/issues with Xactimate estimates
- Served as quality control inspector Contractor's performance
- Managed all maintenance service calls and verified that they were performed in a timely manner

### 2006-2008

#### **Construction of New Homes post Hurricane Katrina**

- Managed day-to-day operations for the haul and install of FEMA MHUs
- Completed daily reports, service tickets, and eligibility requirements
- Served as liaison between homeowner's and MEMA representatives
- QA/QC Site Inspector of new builds
- Managed all maintenance service calls and verified that they were performed in a timely manner

**1998-2006****Owner of company - Construction of new homes for sale**

- Managed day-to-day operations of new built homes construction company.
- Control material purchasing, sub-contractors' performance and permitting of individual homes.
- Evaluate construction plans, order materials, contract subs for each trade required
- Identify and address potential problems with project jobs
- Engage with homeowner to meet to requirements and needs

**1978-2006****Master Sergeant Mississippi State Highway Patrol**

- First responder to Hurricane Katrina, Hurricane Ivan, and other emergency situations
- Daily interaction with residents on a variety of issues

# Adam Williams



## SUMMARY OF EXPERTISE

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Seasoned field operations and safety professional with over two decades of experience in surveying, field supervision, crew support, and safety oversight across the energy, construction, and pest control sectors. Adept at managing safety protocols, permit compliance, and field logistics in both onshore and construction environments. Demonstrated ability to lead teams, ensure regulatory compliance, and implement risk mitigation strategies. Currently managing Safety and Operator Qualification (OQ) programs at TL Wallace Construction, with a strong foundation in field safety audits, training, and hazard prevention.

## WORK EXPERIENCE

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TL Wallace Construction - Safety/OQ Management  
July 2022 – Present

Independent Claims Adjuster  
July 2020 – July 2022

Permit Agent/Field Crew Support, MAC GEO, Waynesboro MS  
Nov. 2017 – May 2020

Termite Inspection and Sales, Orkin Pest Control, Hattiesburg MS  
June 2016 – Nov. 2017

Permit Agent/Field Crew Support, Shaw Land Services, Lufkin TX  
Aug. 2009 – Jun. 2015

Permit Agent/Field Crew Support, Frontline Geo Service, Katy TX  
March 2005 – Feb. 2009

Welder, Diamond G, Purvis MS  
July 2003 – March 2005

Surveyor, PGS Onshore, Houston TX  
Nov. 1999 – Jun. 2003

Surveyor/Field Supervisor, Omni Energy Service, Lafayette LA  
May 1996 – Oct. 1999

Surveyor, Western Geophysical, Houston TX  
June 1994 – April 1996

## SKILLS/TRAINING

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- Surveying
- Welding
- Computer and ISO applications
- Inspection and reporting.
- Traffic control supervisor/flagger instructor
- Certified CPR and First Aid
- Operator Qualifications for pipeline distribution
- Fall protection safety



**30+ year experienced manager in construction industry, U.S. Air Force veteran, and 10 years of Federal Service. Excellent communication skills with ability to work quickly and efficiently to meet deadlines.**

### **EMPLOYMENT HISTORY**

#### **T.L. Wallace Construction - *Project Manager* Gulfport, MS**

**12/01/05 to current**

- Lead in the planning and implementation of projects
- Lead construction technical representative and QA/QC to MDA; provide project evaluations and assessments of results
- Project Manager of the MDA Neighborhood Home Program that has completed 2156 homes for \$36M
- Facilitate the definition of project scope, goals, and deliverables and define project tasks within resource requirements
- Develop full scale project plans; assemble/coordinate project staff
- Weekly oversight of budget and resource allocations
- Receive and review weekly updates from contractors, 6 field QA/QCs and office personnel
- Create invoices, lien waivers, updates, request EC's, final inspections, LBP and historical inspections
- Create progress reports to Horne-MDA: contractor progress, issues, timeline, projected complete date
- Create spreadsheets, memos, change orders, RFI's, to Horne, WEI, AECOM and MDA
- Compile HUD section 3 reporting from subs and prepare quarterly/yearly reports
- Managing daily operation of the project including auditing vendors-subs invoices for issues - compare to actual work completed and SPCR for issues
- Interact with Federal (FEMA), State (MEMA, MDA, and Housing Authority) and local authorities funding the projects during Hurricane Katrina Program, MEMA Katrina Cottage Program, MDA Neighborhood Home Program and Port of Gulfport Restoration Project.

#### **Armed Forces Retirement Home - *Utilities System* Gulfport, MS**

**05/02/05 to 02/18/2006**

- Responsible for operation of the campus utilities with 4 employees
- Oversight of boiler room, HVAC and building environment

#### **Scott Rudolph Plumbing and HVAC - *Plumbing & HVAC Technician* Oscoda, MI**

**05/01/2002 to 02/02/2004**

- Technician working commercial and residential HVAC and Plumbing

#### **Wurtsmith Development Commission - *Maintenance Supervisor* Oscoda, MI**

**3/28/2000 to 02/02/2004**

- Supervisor of maintenance with 2 full time and 4 part time employees
- Maintained over 200 acres, 65 buildings on former US Air Force base
- Conducted weekly QC inspections, OSHA safety meeting and ensured State/Local building codes were met

#### **Take Two Video and Adams Refuse Service - *Owner* Oscoda, MI**

**09/14/1988 to 08/02/2002**

- Responsible for daily operations of 2 business- payroll, A/R, A/P, monthly budgets and customer relations
- Filing all MESC, Federal and State tax forms, SUW and prepared municipal, school and business bids

#### **Department of the Navy - *Nuclear Electronics Technician* Alameda Naval Air Station, CA**

**06/15/1982 to 08/26/1988**

- Lead Electronics Technician on 2 nuclear submarines during overhaul with 8 technicians

**US Air Force - *Electronics Technician 7 Level***  
**Mill Valley, CA**

**08/18/1976 to 08/17/1980**

- 7 level technician training 5 and 3 level technician on IFF systems
- Conducted weekly safety meeting and daily quality inspections

**Southland Corp. 7-11 Store - *Store Manager***  
**Mill Valley, CA**

- Managed store with 6 employee, all ordering, customer relations, financial management
- Attended 3 week Southland Corp Management Training in Walnut Creek, CA

**Certifications**

HLC Government Services Federal Contracting Certificate

OSHA-30 Construction

OSHA Asbestos/Lead/Trenching and Excavating/Fall Protection

OSHA Mobile Crane Signal/Equipment Operator/Forklift Operator/Scaffolding Safety/Aerial Lift/Level 1 Rigger

American Red Cross CPR/AED/First Aid

Lead Base Paint RRP Certified

EPA Asbestos Abatement Supervisor Course

**Personal References**

Nell Rogers, MDA Bureau Manager Disaster Recovery Division

[NROGERS@mississippi.org](mailto:NROGERS@mississippi.org)

601-678-3831

Yohhana Goode, MDA

[YGOODE@mississippi.org](mailto:YGOODE@mississippi.org)

601-359-2790

Caroline Cull-Brennan, Horne LLP Government Services

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228-206-5485

Paul Mitchell, Construction Manager - Waggoner Engineering, Inc.

[Will.pentecost@waggonereng.com](mailto:Will.pentecost@waggonereng.com)

601-355-9526

Joey Case, Construction Review Rep - Waggoner Engineering, Inc.

[Joey.case@waggonereng.com](mailto:Joey.case@waggonereng.com)

601-355-9526



**Chris G. Gouras, Jr., Principal**

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## Profile

**Chris Gouras is the owner and principal of Gouras & Associates. Chris has worked on over 175 various state and federal grant projects in the last 25 years. Chris provides oversight and management of grant operations as well as government and stakeholder relationships.**

### Education

- Master of Business Administration from Mississippi College (1997)
- Bachelor of Science with an emphasis on Finance from Florida State University (1993)

### Training

- Before starting his own business in September 2005, Chris worked with Jimmy Gouras Urban Planning & Development in Vicksburg, MS from January 1994 to September 2005.

### Areas of Expertise

- Finance and strategic planning for large-scale projects

### Number of Years of Experience

- 29

## Relevant Experience

Selected projects include:

Gulf County, FL \$28,364,494 for Advanced Wastewater Treatment Facility (currently open) funded through DEP Resilient Florida

Hancock County Utility Authority \$143,000,000 for 13 Water and Wastewater Projects (2007-present) funded through Gulf Coast Regional Infrastructure grant

City of D'Iberville, MS \$39,164,710 Interchange Improvements (2007 to present) funded through KCDBG

Chris provides strategic planning efforts that include identifying and leveraging funding sources and development of relationships between government agencies and officials and clients; coordination of all grant activities and facilitation of communication between the parties involved such as stakeholders, engineers, architects, attorneys, local and state government.





## Ashley Edwards

### Program Executive

#### Profile

Ashley Edwards has extensive experience in leading post-disaster housing initiatives, several of which are widely recognized as national best practices in housing recovery. Ashley served as Deputy Director, and later Director, of Governor Haley Barbour's Office of Recovery and Renewal, where he was responsible for implementing and overseeing the State of Mississippi's Hurricane Katrina recovery efforts, which included targeted housing recovery programs. Ashley later served as Executive Director of Governor Phil Bryant's Office of Recovery, where he was responsible for overseeing the closeout of Mississippi's Hurricane Katrina housing programs and long-term recovery efforts.

#### Relevant Experience

During his tenure leading Katrina Recovery in Mississippi, Ashley helped design, implement, and close out an extensive suite of housing recovery programs, that comprised more than \$3.26 billion of Mississippi's entire \$5.4 billion CDBG disaster recovery allocation.

Among the programs Ashley oversaw were Mississippi's Post-Katrina:

- Elevation Grant Program
- Fraud Grant Program
- Homeowners Assistance Program
- Inspector Grant Program
- Long-Term Workforce Housing Program
- Neighborhood Home Program
- Ratepayer/Windpool Mitigation Program
- Small Rental Program

Ashley also was involved in several major regional housing initiatives as President and CEO of the Gulf Coast Business Council, where he lead an organization that championed common economic and business interests of the Mississippi Gulf Coast through a variety of activities, including identifying emerging issues, convening resources, framing public policy and developing transformational solutions for housing in Coastal Mississippi.

#### Education

- Harvard University – Kennedy School of Government Public Leadership Credential (August 2021)
- The University of Southern Mississippi M.S., Economic Development (GPA: 4.0)
- Tulane University B.A., Media Arts, (GPA: 3.98)

#### Certifications

- Post Graduate Certification in Public Policy Leadership – Harvard University
- International Economic Development Council – Certified Economic Development Professional Coursework

#### Training

- FEMA Emergency Management Institute Coursework
- Coastal Resiliency and Sustainability Training - Various Conferences
- Long-Term Community Recovery Training - FEMA ESF-14 Conference, Washington, D.C.

#### Areas of Expertise

- Economic Development
- Strategic Planning
- Program Oversight and Implementation

#### Number of Years of Experience

- 18





**Christiana S. Sugg**  
**Legal & Regulatory Counsel**

**Profile**

**Christiana is in-house counsel at Gouras & Associates. Christiana has over 20 years of experience in government work and complex transactions, including regulatory compliance and oversight on large federally funded disaster recovery grants.**

**Relevant Experience**

From 2009 to 2014, Christiana represented the State of Mississippi in its oversight and implementation of the restoration of the Port of Gulfport after its destruction during Hurricane Katrina. Christiana continues to assist clients with regulatory compliance on an as-needed basis.

Services provided include the development and administration of grant policy and procedures including preparation of the Environmental Assessment and related documents; assisting in research and the development of solutions to issues and concerns raised by stakeholders; assisting in the implementation of applicable local, state and federal rules, laws and regulations; counseling clients through the Request for Release of Funds process and regulatory compliance for the grant; drafting and coordinating client responses to issues raised by community stakeholders, regulatory agencies, and HUD; coordinating and drafting responses to HUD monitoring reports; developing policies and procedures for Section 3 compliance and compliance with national objective recordkeeping; supervising, facilitating and assisting client in reports to regulatory agencies regarding funding, project status and regulatory compliance.

**Education**

- Juris Doctorate, Mississippi College School of Law (2003)
- BA in English, Belhaven University (2000)

**Areas of Expertise**

- State and Federal Regulatory Compliance

**Number of Years of Experience**

- 20
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## **Felicity Edwards**

### **Financial & Compliance Director**

#### **Profile**

Felicity Edwards, Associate Consultant, is a specialist in Federal Grant Funding and related compliance activities. Throughout her career in grant administration, Felicity has coordinated the oversight and management of more than \$500MM in projects with a wide variety of federal and state funding streams, including RESTORE Act, Community Development Block Grant, Hazard Mitigation, FEMA Public Assistance (PA) and Hazard Mitigation Grant Program (HMGP), FAA Airport Improvement Program (AIP), MDOT Multi-Modal, Tidelands, GOMESA, CIAP, and others.

#### **Relevant Experience**

Felicity is adept at every aspect of program management and project implementation, including:

- Coordinating, implementing, executing, and completing project activities to ensure that projects are executed within authorized scope, schedule and budget.
- Coordinating and documenting Federal Environmental Compliance.
- Compiling, organizing and uploading administrative record documents.
- Developing planning, project, and compliance schedules, assisting clients with stakeholder engagement, public meeting materials, presentations, and conference calls/meetings.
- Acting as liaison between State and Federal funding agencies and local Elected Officials
- Managing programmatic closeout for all projects with disaster related funding sources
- Working closely with Office of Inspector General (OIG) audit teams to address questions and concerns related to federally funded projects.
- Performing tasks beyond the general scope of financial administration, as requested, to help others meet outside needs that directly or indirectly affect program goals and objectives
- Consolidating input from various sources to prepare reports for State and local officials, including financial reports, project status reports, and Federal/State compliance reports
- Developing and implementing filing protocols to maintain statutory/regulatory compliance and compliance with State and local program implementation guidance
- Performing internal monitoring to verify ongoing compliance with State/Federal implementation guidance

#### **Education**

- The University of Southern Mississippi, Graduate Certificate in Economic Development (2015)
- The University of Southern Mississippi, B.S.B.S., Financial Information Systems (2007)
- Pearl River Community College, (2002-2003)

#### **Certifications**

- Certified Public Accountant – Mississippi (License 6003)
- Certified Public Accountant – Florida (License AC58199)
- Mississippi Society of Certified Public Accountants, Member

#### **Training**

- FEMA Emergency Management Institute - Unified Hazard Mitigation Assistance (HMA) Project Implementation and Programmatic Closeout
- U. S. Department of Housing & Urban Development Federal Labor Standards Workshop: Prevailing Wage Requirements – Davis-Bacon & HUD Determined
- U. S. Department of Housing & Urban Development Environmental Training
- Fair Housing and Equal Opportunity Workshop – Section 3 Training

#### **Areas of Expertise**

- Project Management for a wide array of federally funded recovery projects

#### **Number of Years of Experience**

- 15



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## Education

- Mississippi College – Master of Business Administration (MBA), 1993
- Millsaps College – Bachelor of Business Administration, Finance, 1991

## Lea Ann Packer

### Operations and Homeowner Support Coordinator

#### Profile

Lea Ann Packer has experience with Community Development Block Grant (CDBG) programs in both Florida and Mississippi. She is skilled in environmental compliance, labor standards monitoring, and project implementation under HUD-funded programs. Lea Ann is adept at managing regulatory documentation and tracking project compliance with federal, state, and local program guidelines.

#### Relevant Experience

- Coordinating, implementing, executing, and completing project activities to ensure that projects are executed within authorized scope, schedule, and budget.
  - Coordinating and documenting Federal Environmental Compliance and outreach to tribal, community, and federal stakeholders.
  - Compiling, organizing, and uploading administrative record documents.
  - Assisting clients with stakeholder engagement through agenda setting and scheduling, ensuring all data and comments are tracked and recorded.
  - Consolidating input from various sources to prepare reports for State and local officials, including Federal/State compliance reports.
  - Developing and implementing filing protocols to maintain statutory and regulatory compliance.
  - Performing internal monitoring to verify ongoing compliance with State and Federal implementation guidance.
  - Reviewing weekly payrolls for Contractors and Sub-Contractors for Davis-Bacon Act, Fair Labor Standards Act, and other federal labor compliance.
  - Maintaining records for Davis-Bacon and Section 3 compliance documentation.
  - Coordinating resolutions of non-compliance and facilitating employee interviews.
  - Tracking and documenting contractor activities, including restitution, signage, and Notices to Proceed.
  - Coordinating with the Department of Labor for apprentice certifications and additional wage classifications.
  - Overseeing resolutions to any labor violations and ensuring prompt resolution and restitution.
-

**RONALD J. ARTIGUES, JR.**

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**GENERAL BACKGROUND INFORMATION AND EXPERIENCE:**

Ronnie Artigues brings over thirty-three years of experience working with municipalities, counties, educational institutions, State and local governments, governmental officials, and various political agencies and committees. Ronnie has spent more than thirty years providing counsel for the creation of new governmental entities, assisting in legislative affairs, governmental relations, managing Federal and State contracting for local governmental entities, managing contracting and compliance of the Department of the Treasury, FEMA, SBA, and HUD Community Development Block Grant programs. Ronnie has provided counsel and services for all levels of compliance and regulatory matters, not only for ongoing municipal operations, but also emergency management response and recovery, construction, resiliency planning, and process management. At the time of the landfall of Hurricane Katrina in 2005, he served as the primary legal advisor to the local educational institutions, county governments, utility authorities, solid waste authorities, and private schools that found themselves in the direct path of the storm. Mr. Artigues was particularly tasked with and has extensive experience in U.S. Treasury program administration and HUD's CDBG-DR program administration and legal and regulatory compliance. Mr. Artigues served as the grant recipient's agent and legal advisor in over \$700M of FEMA disaster response projects and \$250M of CDBG projects for county government, municipalities, utility authorities, and other grant recipients for almost thirty years. He has a working knowledge of the complete FEMA public assistance, FEMA individual assistance, and CDBG processes from preparing and submitting project worksheets, alternate programs, and the initial application to close-out and audit of the grant. Mr. Artigues has an intricate understanding of U.S. Treasury, FEMA, and HUD regulations and their relationship to the disaster response and recover process. He was instrumental in the oversight of all phases of the immediate disaster response, repair, rebuilding, recovery, and funding strategies for his community's recovery. Ronnie has represented members of Congress, state legislators, mayors, council members, judges and has served as an advisor to State and local governments as well as private industry for over thirty years.

Ronnie graduated with honors with a degree in Finance from the Loyola University School of Business in 1988. In 1991, he graduated with honors from Tulane University School of Law. He maintains his practice of law while also serving in a regulatory compliance and administrative role with state and local public entities and private non-profit corporations.