

**STATE OF NORTH CAROLINA
DEPARTMENT OF COMMERCE
Division of Community Revitalization**

Request for Proposal #: Doc1690846196

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

Date of Issue: August 21, 2025

Proposal Opening Date: September 22, 2025, by 2:00 PM ET

Direct all inquiries concerning this RFP to:

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

STATE OF NORTH CAROLINA
Division of Community Revitalization (DCR)

Refer <u>ALL</u> inquiries regarding this RFP to: angela.dunaway@commerce.nc.gov	Request for Proposal # Doc1690846196
	Proposals will be publicly opened: September 22, 2025, at 2:00 pm ET
Using Agency: North Carolina Department of Commerce, Division of Community Revitalization	Commodity No. and Description: 721110 – Single Family Dwelling Construction Services

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

By executing this proposal, the undersigned Vendor understands that False certification is a Class 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: Surge Resources, LLC		
STREET ADDRESS: 15315 Kanis Rd.	P.O. BOX:	ZIP: 72223
CITY & STATE & ZIP: Little Rock, Arkansas	TELEPHONE NUMBER: 501-258-7881	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE :		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Tim McCoy - Vice President		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:  <small>Tim McCoy (Sep 20, 2025 10:43:24 EDT)</small>	DATE: 9/20/2025	EMAIL: tmccoy@surgeresourcesgroup.com

Proposal Number: Doc1690846196

Vendor: Surge Resources, 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: Offer accepted and Contract awarded this 3rd day of December, 2025, as indicated on the attached certification, by _____ (Authorized Representative of Department of Commerce).



STATE OF NORTH CAROLINA DEPARTMENT OF
COMMERCE, DIVISION OF COMMUNITY REVITALIZATION
ATTN: ANGIE DUNAWAY
DCR PROCUREMENT DIRECTOR
angela.dunaway@commerce.nc.gov

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

Request for Proposal #: Doc1690846196

09.22.2025



SURGE RESOURCES, LLC

ATTN: TIM MCCOY
VICE PRESIDENT/PARTNER

September 22, 2025

ATTN: Angie Dunaway

State of North Carolina Department of Commerce, Division of Community Revitalization
angela.dunaway@commerce.nc.gov

Dear Ms. Dunaway,

Surge Resources, LLC is enthusiastic about the opportunity to submit a proposal for the State of North Carolina Department of Commerce, Division of Community Revitalization's Residential Demolition, Reconstruction, Rehabilitation, and Manufactured Housing Unit Replacement for Hurricane Helene Impacted Counties program. Surge was established in 2022. Our team is comprised of disaster relief specialists that have extensive expertise working on multiple CDBG-DR, FEMA funded, and immediate response programs throughout the country. We are proud to provide the following highlights:

- Since 2005, our team members have worked on 19 different disaster relief programs located across 9 U.S. states and territories. We have substantial experience completing demolition, asbestos abatement, lead remediation, rehabilitation, reconstruction, and MHU replacement projects. This experience includes work on historic properties. We also have experience providing immediate response services, in the form of temporary housing, as well as vacuum debris removal services to include the removal of raw sewage.
- Our key strengths are rooted in experience & expertise, strong relationships, compassion, and innovation. We know what it takes to properly serve all stakeholders and applicants within a program. We are dedicated to listening to all the needs of our applicants and providing them with decent, safe, sanitary, secure, and quality homes to return to post disaster.
- The company's values of teamwork, integrity, excellence, accountability, and continuous improvement motivate our team to provide the best possible product, while meeting program goals.

Surge Resources has thoroughly reviewed the Request for Proposal #: Doc1690846196. We acknowledge the requirements associated with being a part of this program and fully commit to provide services in all thirty-nine (39) counties affected by Hurricane Helene in North Carolina as is outlined within the RFP.

We would be honored to be selected to participate in the Residential Demolition, Reconstruction, Rehabilitation, and Manufactured Housing Unit Replacement for Hurricane Helene Impacted Counties program and are grateful for the opportunity to submit our qualifications for review. We look forward to establishing a long-lasting partnership with the State of North Carolina Department of Commerce, Division of Community Revitalization.

Sincerely,



Cory Davis
President of Surge Resources, LLC



Tim McCoy
Vice President of Surge Resources, LLC



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1.0 PURPOSE AND BACKGROUND

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

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

1.1 CONTRACT TERM

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

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

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT AND SCOPES OF WORK

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

2.2 ePROCUREMENT FEE

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

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

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

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

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

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

2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	State	August 21, 2025
Submit Written Questions	Vendor	August 29, 2025, by 10:00 am ET
Provide Response to Questions	State	September 9, 2025
Submit Proposals	Vendor	September 22, 2025, BEFORE 2:00 pm ET (by 1:59:59)
Oral Presentation (optional)	Vendor	TBD (if needed)
Contract Award	State	As soon as possible after evaluation of offers.

2.5 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by

the "Submit Written Questions" date and time indicated in the RFP SCHEDULE Section above, unless modified by Addendum.

Written questions related to the content of this solicitation, shall be emailed to angela.dunaway@commerce.nc.gov by the date and time specified above. Vendors should enter "Vendor Name_Builder 2nd RFP_Questions" as the subject of the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

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

Questions received prior to the submission deadline date and time, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the *electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

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

2.6 PROPOSAL SUBMITTAL

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

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

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential. Redacting refers to "*blacking out*" information so it is not visible.

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

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

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

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

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

2.7 PROPOSAL CONTENTS

Vendor shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. All pages of the RFP should be returned. Organize the offer in the exact order in which items appear in this RFP.

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

Non-Responsive Offers

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

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

Responsive Offers

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

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

Offer Checklist:

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

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

2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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

- a) **ACTION PLAN:** the State's Community Development Block Grant-Disaster Recovery (also referred to as the CDBG-DR) Funding Action Plan in Response to Hurricane Helene impacted Counties in Western North Carolina.
- b) **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial offer, made in response to a request by the issuing agency.
- c) **CDBG-DR:** Community Development Block Grant for Disaster Recovery grant.
- d) **CONTRACT LEAD:** The Procurement Contracting Officer listed in the RFP.
- e) **CONTRACT ADMINISTRATOR:** The Division of Community Revitalization program administrator.

- f) **DCR:** The North Carolina Division of Community Revitalization
- g) **ePROCUREMENT SERVICE(S):** The program, system, and associated Services through which the State conducts electronic procurement.
- h) **HUD:** U.S. Department of Housing and Urban Development
- i) **NOTICE TO PROCEED (NTP):** Written notice provided by the Program to begin construction of a Project.
- j) **OFFER:** Vendor (general contractor) entire response to this Solicitation, including all documents and information requested in this Solicitation.
- k) **OSHA:** Occupational Safety and Health Administration; www.OSHA.gov.
- l) **PRINCIPAL PLACE OF BUSINESS:** The principal place from which the overall trade or business of the Vendor is directed or managed.
- m) **PROGRAM:** Division of Community Revitalization Hurricane Helene Recovery Program.
- n) **PROJECT:** Demolition, rehabilitation, reconstruction, MHU replacement of a specified residential structure.
- o) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
- p) **RFP:** Request for Proposal
- q) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- r) **SOLICITATION:** This RFP.
- s) **SOP:** Standard Operating Procedures
- t) **SOR:** System of Record
- u) **SOW:** Scope of Work, which is the document that will be issued to assign a specific project to an awarded Vendor and will contain site-specific requirements, terms, and conditions. The Scope of Work will incorporate by reference the Contract resulting from this RFP.
- v) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- w) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.
- x) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

This RFP seeks to determine the qualifications of general contractors who can provide services including residential demolition, reconstruction, rehabilitation, and MHU repair and replacement. Vendors will be evaluated based on their experience, expertise, references, past performance, financial capacity, proposed methodology, and technical proposal. The State intends to select qualified Vendors to add to the 20 Vendors selected previously. North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. All award decisions shall be in the State's best interest. All qualified proposals will be evaluated, and awards will be made to the Vendors meeting the specific RFP Specifications and achieving the highest and best final evaluation. Prospective Vendors shall not be discriminated against on the basis of any prohibited grounds as defined by Federal or State law.

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

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

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

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

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

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

Upon completion of the evaluation and any BAFO process, the State will make award(s) based on the evaluation and negotiation and post the award(s) to the State's eVP website under the RFP number for this solicitation. Pursuant to 01 NCAC 05B .0503, the State reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement.

3.4 EVALUATION CRITERIA

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

- **Project Type 1: MHU projects.** General Contractors may select to apply for MHU repair, replacement, and relocation projects only and not be considered for reconstruction, repair, or demolition project assignments.

- **Project Type 2: Rehabilitation and Reconstruction projects (non-MHU).** General Contractors who are selected for rehabilitation and reconstruction award types will be considered for reconstruction, repair, or demolition project assignments.

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

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

- b. How Vendor proposes to manage applicant service including move out, applicant communication, and warranty management
- c. How Vendor will scale construction services across a broad geography
- d. How Vendor proposes to accommodate topography and challenging site conditions
- e. How Vendor intends to attract and retain subcontractors and trades

DCR will evaluate proposals according to the criteria above using a narrative evaluation method, where it identifies strengths and weaknesses of each proposal. DCR reserves the right to take any of the following actions: cancel this RFP if funds are not available; disqualify any responses to this RFP for nonconformance to the terms described herein; negotiate with specific Vendors to achieve the best value; establish a timeline during the negotiation phase for the submission of a best and final offer; and extend the time to respond to this RFP.

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.6 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

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

4.1 MINIMUM QUALIFICATIONS

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

- Vendor must have been in the residential construction business for a minimum of five (5) years, or the principals/owners must have had a minimum of five (5) years of ownership/executive management experience in a previous company that provided residential construction services.
- Vendor must either: 1) hold a current North Carolina general contractor license; or 2) commit to securing such licenses prior to entering any contractual obligations, while meeting the timelines set out herein.
- For Project Type 2 (rehabilitation and reconstruction) Vendor must demonstrate that it has a minimum of three (3) years' experience in the rehabilitation and reconstruction of residential housing funded by Community Development Block Grant Disaster-Recovery funds, or the principals/owners must have had a minimum of three (3) years' experience in the rehabilitation and reconstruction of residential housing funded by the Community Development Block Grant Disaster-Recovery funds.
- For Project Type 1 (MHU replacement), Vendor must demonstrate that it has a minimum of three (3) years' experience in the in the installation of Manufactured Housing Units and that it has the ability to meet the Manufactured Home Construction and Safety Standards (HUD Code) in order for units to meet the definition of manufactured housing and qualify for federal program assistance.
- Vendor must demonstrate as applicable to its proposal for the project type:
 - the ability to carry residential reconstruction projects to completion within 150 days;
 - ability to carry MHU replacement projects to completion within 60 days;
 - ability to carry residential demolition projects to completion within 30 days; and/or
 - ability to carry residential rehabilitation projects to completion within 30 days for projects with a scope <\$50,000, 60 days for projects with a scope >\$50,000 and <\$100,00, 90 days for projects with a scope >\$100,000 and <\$150,000, 120 days for projects with a scope >\$150,000.
 - These timelines do not include pre-construction activities such as engineering.
- For Project Type 2 (rehabilitation and reconstruction) Vendor must demonstrate the ability to, and have experience with, lead based paint and asbestos removal and environmental mitigation related to the rehabilitation and reconstruction of residential properties (DCR will identify lead-based paint abatement needs through its environmental review).
- Vendor and/or its principals/owners must have experience in managing and completing projects of a similar size and nature with respect to disaster recovery.
- Vendor must have experience in achieving compliance and reporting on compliance with state and federal construction laws, regulations and procedures, and producing the payroll documentation necessary for compliance.
- Vendor must be financially solvent, adequately capitalized, and demonstrate it has the financial resources to perform and complete the work and to provide all required warranties. See Section 7.8 for required documentation.
- Vendor must provide a surety letter evidencing its maximum bonding capacity, which must be at least \$5 million, or if the Vendor only seeks to complete MHU replacement projects, at least \$2 million dollars. See Section 4.9 for more information.

4.2 OTHER REQUIREMENTS

- The work to be performed under a contract awarded pursuant to this Request for Proposal will utilize funds provided by HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible and consistent with existing state and federal law, opportunities for training and employment be given to lower-income residents in the project area and contracts for work in connection with this project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the program.

- Vendors must commit to securing and/or maintain office space somewhere within the Western North Carolina Hurricane Helene impacted area for the duration of the project. Vendors should indicate in their narrative proposal where the office(s) is/are anticipated to be located and provide the vendor's plan for staffing each office.
- Vendor must provide a two-year warranty on all materials and workmanship; Vendor will remain liable for defects as provided by North Carolina law.

4.3 PAYMENT STRUCTURE

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

4.4 INVOICES

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

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

4.5 HUB PARTICIPATION

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

4.6 BACKGROUND CHECKS

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

4.7 PERSONNEL

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

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

4.8 VENDOR'S REPRESENTATIONS

If Vendor's Proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.9 BOND AND INSURANCE REQUIREMENTS

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

Vendor must provide a surety letter evidencing the maximum performance and payment bonding capacity with the Solicitation Response. The surety letter should be signed by an attorney in fact, verifying the surety company's willingness to issue sufficient payment and performance bonds for this RFP on behalf of your firm and the dollar limits of that bond commitment, both single and aggregate. All bonds must be issued by a bonding agent with at least an "A" rating, and the bonding companies must be listed in the Department of the Treasury's Listing of Certified Companies.

For demolition, rehabilitation, and/or reconstruction of single-family residential structures, Vendor must provide evidence of at least a minimum bonding capacity of Five Million and No 00/100 Dollars (\$5,000,000) with the Solicitation Response. For Vendors whose intention it is to complete only MHU replacement or rehabilitation projects, Vendor is encouraged to provide evidence of a minimum bonding capacity of Five Million and No 00/100 Dollars (\$5,000,000); however, in its sole discretion, DCR may consider the selection of Vendors who can provide evidence of a maximum performance and payment bonding capacity of not less than Two Million and No 00/100 Dollars (\$2,000,000) for a smaller number of projects. In no event shall the bond requirement be for less than one hundred percent (100%) of a Vendor's amount under contract at any given time.

Vendor must maintain performance and payment bonds in an amount equal to or greater than the value of the active construction projects issued under the awarded contract. DCR's implementation vendor will award contracts in different amounts based upon the work that is required. Bond riders will be required to capture increased costs resulting from approved change orders such that 100% of the project cost is always covered by a valid performance and payment bond.

For the duration of any contract resulting from this Solicitation, Vendor shall acquire insurance and bonds with financially sound and reputable independent insurers, in the type and amount specified in this RFP. The required

coverage is to be with companies licensed in the state of North Carolina, with an “A” rating from A.M. Best, authorized to provide the corresponding coverage and must be listed in the Department of the Treasury's Listing of Certified Companies. Work on any contract shall not begin until after Vendor has submitted acceptable evidence of bonds and insurance. Failure to maintain insurance coverage or acceptable alternative methods of insurance shall be deemed a breach of contract.

4.10 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

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

- That they abide by the above restriction;
- That they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- That such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit ATTACHMENT F: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and, if applicable, ATTACHMENT G: DISCLOSURE OF LOBBYING ACTIVITIES when responding to this solicitation.

5.0 SCOPE OF WORK

5.1 SCOPE OF SERVICES

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

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

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

DCR has procured an implementation vendor to assist with the implementation of the Reconstruction and Rehabilitation (R&R) Program and the operation of intake centers for program applicants. DCR will use contractors to manage and complete the construction process for homeowners approved for funding through the Reconstruction and Rehabilitation (R&R) Program. DCR and/or DCR's implementation vendor intends to issue multiple Indefinite Delivery/Indefinite Quantity (IDIQ) contracts to create a pool of contractors to perform the services requested under

this Solicitation. Related companies or individuals conducting work as an individual/independent entity are permitted to both submit proposals under this RFP. Companies sharing common insurance policies are not considered individual/independent entities.

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

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

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

5.2 TASKS/DELIVERABLES

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

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

5.2.1 DEMOLITION

Demolition Scope of Work

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

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

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

5.2.2 REPAIR

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

Not Suitable for Rehabilitation

“Not suitable for rehabilitation” is defined as:

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

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

Repair Scope of Work

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

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

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

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

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

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

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

Reasonable Accommodations – Repair Award Type

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

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

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

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

Bathroom Reasonable Accommodation 1 (RA-1)

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

- Tub/Shower combination with blocking and a grab bar

- Chair height toilet with grab bars

Bathroom Reasonable Accommodation 2 (RA-2)

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

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

Bathroom Reasonable Accommodation 3 (RA-3)

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

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

Kitchen Reasonable Accommodations

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

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

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

Repair Scope of Work

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

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

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

5.2.3 RECONSTRUCTION

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

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

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

Size and New Unit Configuration

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

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

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

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

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

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

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

Reasonable Accommodations – Reconstruction Award Type

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

- 36" hallways, wide enough to accommodate a standard wheelchair;
- Adequate turning radius for a wheelchair in the kitchen;
- Adequate turning radius for a wheelchair in both bathrooms¹;
- All doors installed with levers instead of knobs;
- Exterior doors, all bedroom doors and all bathroom doors are 36" wide.

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

Reasonable Accommodations – Bathroom

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

Bathroom Reasonable Accommodation 1 (RA-1)

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

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

- Tub length of 60" and tub width of 36" in master bath. Hallway bathtub is 60" x 30", with no seat²; grab bars installed in tub/shower enclosure;
- Chair height toilet with grab bars.

Bathroom Reasonable Accommodation 2 (RA-2)

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

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

Bathroom Reasonable Accommodation 3 (RA-3)

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

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

Reasonable Accommodation – Kitchen

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

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

Reconstruction Scope of Work

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

- Coordination with the property owner and his/her family from assignment to obtaining a certificate of occupancy for closing;
- Coordinating applicant move out, and providing temporary housing, if eligible;
- Utility disconnection and deactivation;
- Demolition of existing structure;
- Debris removal in accordance with all federal, state, and local requirements, including the disposal of potential asbestos containing materials;
- Providing architectural and house plan renderings that meet the following requirements, at a minimum:
 - Comply with local code requirements;
 - Fiber cement siding or Stucco (for Concrete Block/CMU Homes);
 - Roof shall be constructed with radiant barrier sheathing, ice & water shield with architectural shingles;
 - Strapping and impact resistant window requirements per local code;
 - Vinyl windows;

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

- Flooring shall be either carpet or vinyl plank flooring (no sheet goods);
- Plans must be adaptable for all 3 different accessibility accommodation scenarios outlined herein (RA-1, RA-2, and RA-3);
- Bedrooms shall be a minimum of 100 SF with a minimum of 25 SF closet space for the master bedroom; and
- Comply with HUD building requirements.
- Conduct site specific analysis for surveying, zoning, plot plans, elevation and site specific engineering;
- Site preparation;
- Construction of new residential structures including 2-, 3-, and 4-bedroom floor plans in accordance with all applicable local and state codes and standards; and
- Addressing special needs accessibility accommodations in accordance with program guidelines.

5.2.4 MANUFACTURED HOUSING UNITS

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

Size and New Unit Configuration

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

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

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

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

Bedroom / Bathroom Configuration	Conditioned Square Footage
Singlewide 2 Bedroom / 2 Bathroom	750 – 900 SF

Singlewide 3 Bedroom / 2 Bathroom	1000 – 1200 SF
Singlewide 4 Bedroom / 2 Bathroom	1000 – 1200 SF
Doublewide 2 Bedroom / 2 Bathroom	1000 – 1250 SF
Doublewide 3 Bedroom / 2 Bathroom	1250 – 1500 SF
Doublewide 4 Bedroom / 2 Bathroom	1400 – 1800 SF

Program replacement MHUs do not include replacement or reconstruction of garages (attached or detached), sheds, pool houses, carports or other outbuildings. Such outbuildings may be demolished during construction to allow ample space for the new MHU to be delivered/installed, or in the event such structures pose a health or safety issue. However, the Vendor will be required to satisfy all community association requirements, covenants, and AHJ requirements such as a mobile home park that requires a car port or shed.

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

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

Manufactured Housing Unit (MHU) Relocation

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

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

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

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

Reasonable Accommodations – Manufactured Housing Unit Replacement Award Type

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

Wheelchair friendly Mobile Home Units should include at minimum:

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

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

Manufactured Housing Unit (MHU) Replacement Scope of Work

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

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

project until HUD or the state has approved the recipient's RROF and the related certification from the responsible entity. In addition, until the RROF and the related certification have been approved, neither a recipient nor any participant in the development process may commit non-HUD funds on or undertake an activity or project under a program listed in § 58.1(b) if the activity or project would have an adverse environmental impact or **limit the choice of reasonable alternatives**.

5.3 REASONABLE ACCOMMODATION REQUESTS

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

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

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

5.4 ADDITIONAL REQUIREMENTS

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

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

day Construction Phase completion requirement from the Notice to Proceed to passed Final Inspection for rehabilitation projects with a scope <\$50,000, 60-day Construction Phase completion requirement from the Notice to Proceed to passed Final Inspection for rehabilitation projects with a scope >\$50,000 and <\$100,00, 90-day Construction Phase completion requirement from the Notice to Proceed to passed Final Inspection for rehabilitation projects with a scope >\$100,000 and <\$150,000, 120-day Construction Phase completion requirement from the Notice to Proceed to passed Final Inspection for rehabilitation projects with a scope >\$150,000;

- Meet all federal, state and local requirements for the transport and disposal of municipal solid, industrial, hazardous and other wastes from demolished structures;
- Provide a two-year warranty for all work performed; and
- Assist homeowners in vacating their damaged home, if necessary.

5.5 NOTICE TO PROCEED

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

5.6 PROJECT ASSIGNMENT METHODOLOGY

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

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

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

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

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

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

5.7 LIQUIDATED DAMAGES

The Program has set liquidated damages for not completing the work within 150 calendar days for reconstruction projects, 60 calendar days for MHU replacement projects, 30 calendar days for demolition projects, and 30 calendar days for rehabilitation projects with a scope <\$50,000, 60 calendar days for rehabilitation projects with a scope >\$50,000 and <\$100,00, 90 calendar days for rehabilitation projects with a scope >\$100,000 and <\$150,000, 120 calendar days for rehabilitation projects with a scope >\$150,000 commencing on the date specified in written Notice

to Proceed, including all officially approved extensions thereto, to be One Hundred Dollars and No/100 (\$100.00) PER DAY, per individually assigned Project. The Contractor may be liable for liquidated damages in the amount of One Hundred Dollars and No/100 (\$100.00) PER DAY, per affected Projects, if Contractor fails to complete the work within the contracted period. Additionally, DCR will not compensate the general contractor for storage fees or temporary housing expenses beyond the approved construction timelines.

5.8 TRANSITION ASSISTANCE

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

6.0 CONTRACT ADMINISTRATION

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

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

6.2 PERFORMANCE

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

6.3 DISPUTE RESOLUTION

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

6.4 CONTRACT CHANGES

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

7.0 REQUIRED VENDOR INFORMATION

Vendor response should not exceed twenty (20) pages. This does not include cover page (title page), cover letter, table of contents, all pages of the RFP, résumés, Annual Report, certificate of insurance, compensation experience

modification rate (EMR), copy of safety manual, copy of quality control manual, litigation history, and the completed attachments to this RFP.

7.1 Vendor Information

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

7.2 Company Narrative

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

7.3 Company Profile

A company profile to **include**:

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

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

7.4 Key Staffing Profile

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

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

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

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

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

- **Project Manager** – The project manager is the individual who is ultimately responsible for all Program CDBG-DR related operations. The project manager is accountable for planning and allocating resources, preparing budgets, monitoring progress, and keeping applicants and DCR's implementation vendor informed throughout the project lifecycle;
- **Superintendent(s)** – Superintendents are responsible for managing a group of individual project sites. Superintendent(s) should manage a maximum of eight (8) active project sites at any given time.
- **Warranty Coordinator** – The warranty coordinator is responsible for ensuring timely completion of all warranty claims assignable to the General Contractor. The warranty coordinator is responsible for recording warranty claims in the program system of record, communicating with the applicant to schedule warranty repairs and keep the applicant apprised of progress to completion of the repairs. The warranty coordinator is also responsible for providing evidence of completed warranty repairs to the program.

7.5 References

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

Vendor must verify current contacts. Information provided **shall include**:

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

7.6 Litigation History

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

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

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

7.7 Conflicts

Vendor **must disclose** any potential conflict of interest it may have in providing the services described in this Solicitation, including all existing or prior business dealings resulting in such conflicts. Vendor must also disclose any such activities of affiliated or parent organizations and individuals who may be assigned to manage this account. If there are no conflicts, as described herein, Vendor must indicate same in the appropriate section of the Solicitation Response.

7.8 Annual Report

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

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

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

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

OR

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

7.9 Safety Information

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

7.10 Quality Control Program

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

7.11 Cost Control Program

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

7.12 Warranty Program

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

7.13 Pricing and Reconstruction Plan Sets

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

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

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

Reconstruction Base Plan Costs; 2 Bedroom / 2 Bathroom	
All construction must be completed with radon resistant construction techniques and the pricing includes GC provided post construction radon testing results indicating that the radon levels in the home are below federal, state, or local action levels.	
	2 Bedroom / 2 Bathroom
Site Work	\$ 11,294.44
Foundation - Slab on Grade	\$ 24,575.02
Plumbing	\$ 20,251.91
Electrical	\$ 16,736.99
Framing	\$ 43,764.92
Doors & Windows	\$ 12,046.30
Insulation	\$ 7,124.78
Exterior Surface	\$ 15,345.43
Interior Surface	\$ 11,870.78
Mechanical	\$ 17,975.12
Finish Carpentry	\$ 8,158.73
Cabinets	\$ 10,644.86
Appliances	\$ 6,446.18
Flooring	\$ 9,200.19
Paint	\$ 9,453.32
Roofing	\$ 11,318.63
Finish Details	\$ 7,264.68
Miscellaneous	\$ 10,676.57
Total Price	\$ 254,148.85
Design Square Footage (Conditioned Space) on Selected House Plans	1184
Price Per Square Foot (Conditioned Space)	\$ 214.65
Price Per Square Foot Slab Foundation	\$ 214.65
Price Per Square Foot Pier and Beam Foundation	\$ 228.36
Price Per Square Foot Stem Wall Foundation	\$ 226.99
Price Per Square Foot Timber Pile Foundation up to 4' above grade	\$ 234.54
Price Per Square Foot Timber Pile Foundation from 4.1' to 8' above grade	\$ 244.87

Reconstruction Base Plan Costs; 3 Bedroom / 2 Bathroom

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

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

Reconstruction Base Plan Costs; 4 Bedroom / 2 Bathroom

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

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

Reconstruction Site-Specific Unit Cost Pricing

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

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

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

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

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

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

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

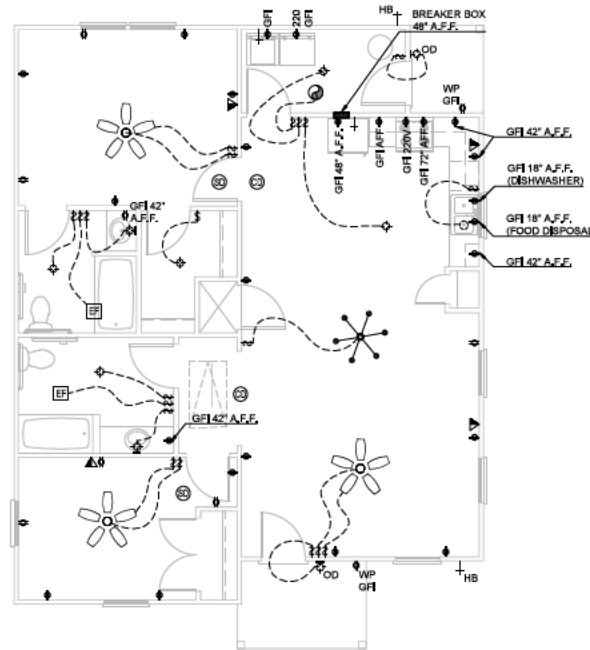
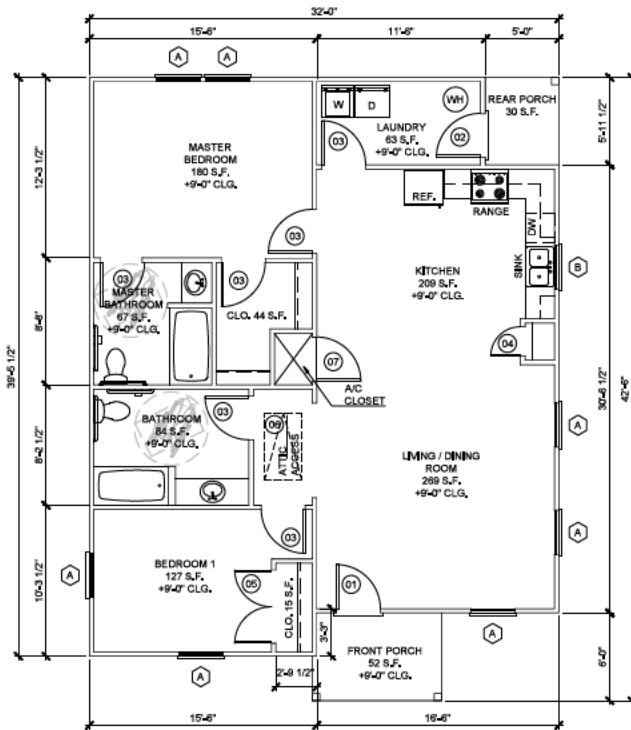
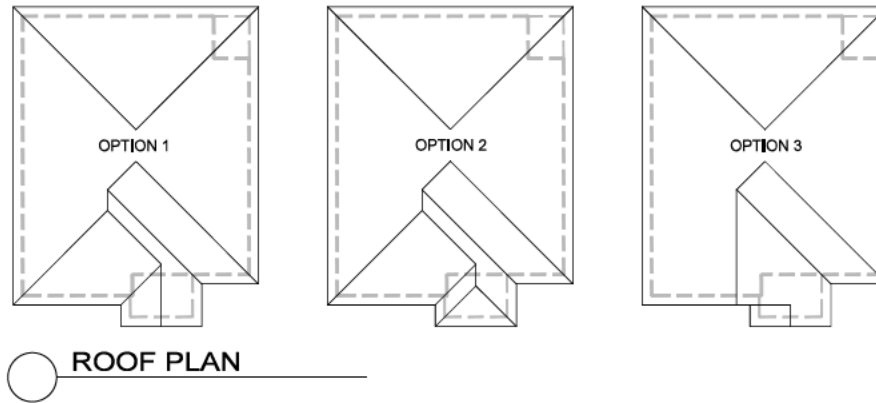
Other Site-Specific Costs	
Sod (per pallet installed)	\$ 654.76
Tree Trimming (per tree)	\$ 704.03
Stump Grinding (per stump)	\$ 715.21
Stump Removal	\$ 1,237.84
Tree Removal (2" - 10" diameter)	\$ 828.37
Tree Removal (11" - 15" diameter)	\$ 1,381.02
Tree Removal (16" - 20" diameter)	\$ 1,895.20
Tree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

Reconstruction House Plan Sets are shown on the following pages.

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

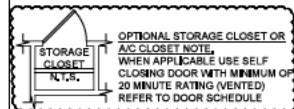
DOOR SCHEDULE		
MARK	QTY	DESCRIPTIONS
1	1	3'-0" X 6'-8"
2	1	3'-0" X 6'-8"
3	6	3'-0" X 6'-8"
4	1	2'-0" X 6'-8"
5	1	(2) 2'-0" X 6'-8"
6	1	30" X 54" ATTIC ACCESS
7	1	3'-0" X 6'-8"

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



POTTOK

2 BED 2 BATH



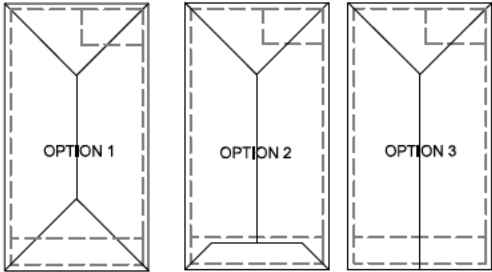
THIS HOUSE PLAN IS FOR THE SOLE PURPOSE AND USE FOR THE NORTH CAROLINA DIVISION OF COMMUNITY REVITALIZATION (DCR) AND THE HURRICANE HELENE HOUSING PROGRAM. AS SUCH, THIS DESIGN MAY BE REPLICATED OR RECREATED FOR USE FOR SITE SPECIFIC RECONSTRUCTION PLAN SETS. THIS SPECIFIC DRAWING SHALL NOT BE USED FOR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

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

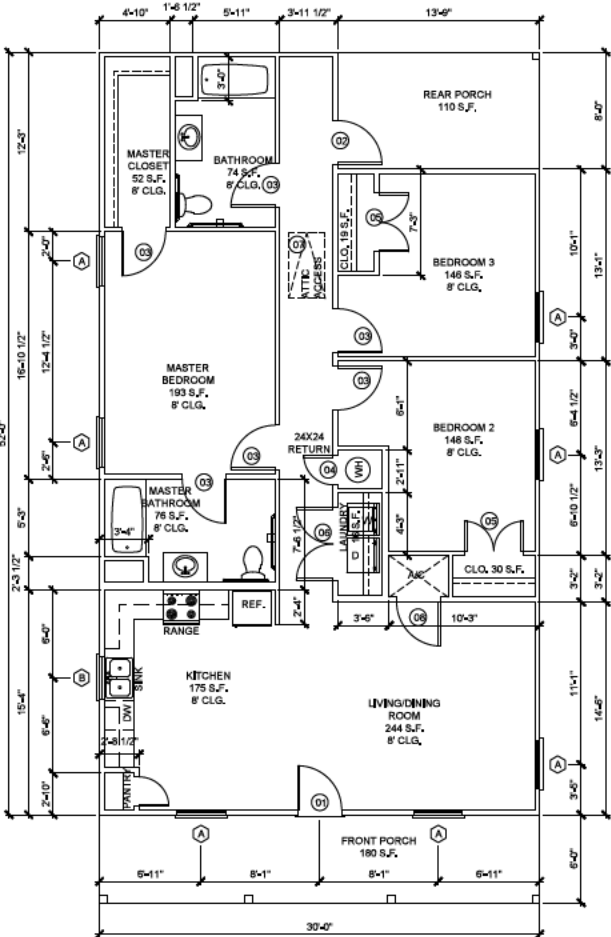
DOOR SCHEDULE			
MARK	QTY	DESCRIPTIONS	REMARKS
01	1	3'-0" X 6'-6"	EXTERIOR WITH PEEPHOLE
02	1	3'-0" X 6'-6"	EXTERIOR
03	6	3'-0" X 6'-6"	INTERIOR
04	1	2'-0" X 6'-6"	INTERIOR, VENTED WHEN GAS APPLIANCE
05	2	6'-0" X 6'-6"	DOUBLE DOORS
06	1	5'-0" X 6'-6"	DOUBLE DOORS
07	1	30" X 54" ATTIC ACCESS	350 POUND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

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

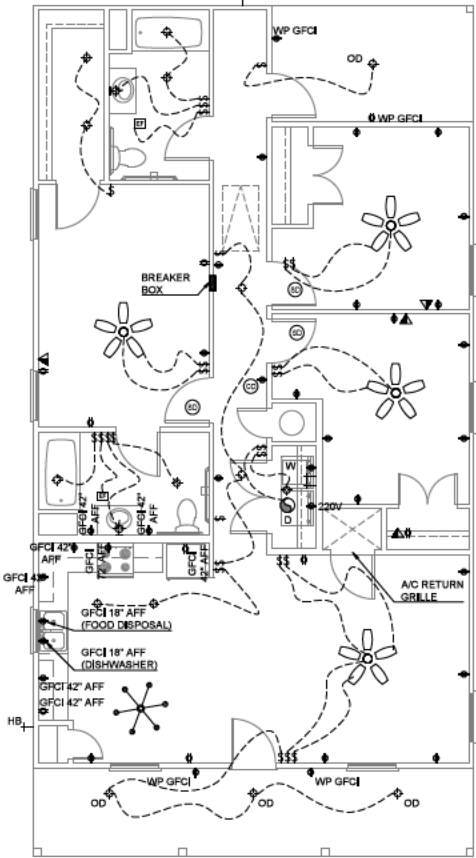
WINDOW SCHEDULE			
MARK	QTY.	DESCRIPTIONS	REMARKS
A	7	3'-4" X 5'-0"	SINGLE HUNG
B	1	3'-0" X 3'-0"	SINGLE HUNG



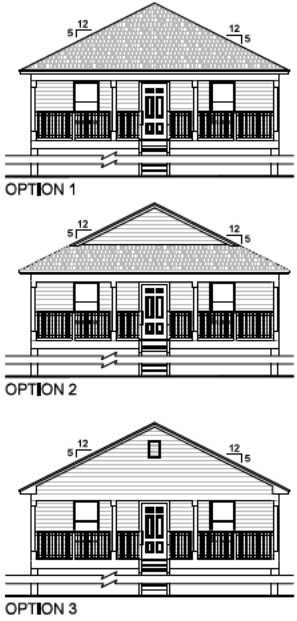
ROOF PLAN



FLOOR PLAN



ELECTRICAL PLAN



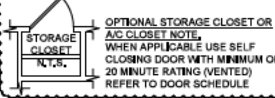
EXTERIOR ELEVATIONS (SIDING)

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



3 BED 2 BATH

SUMBA

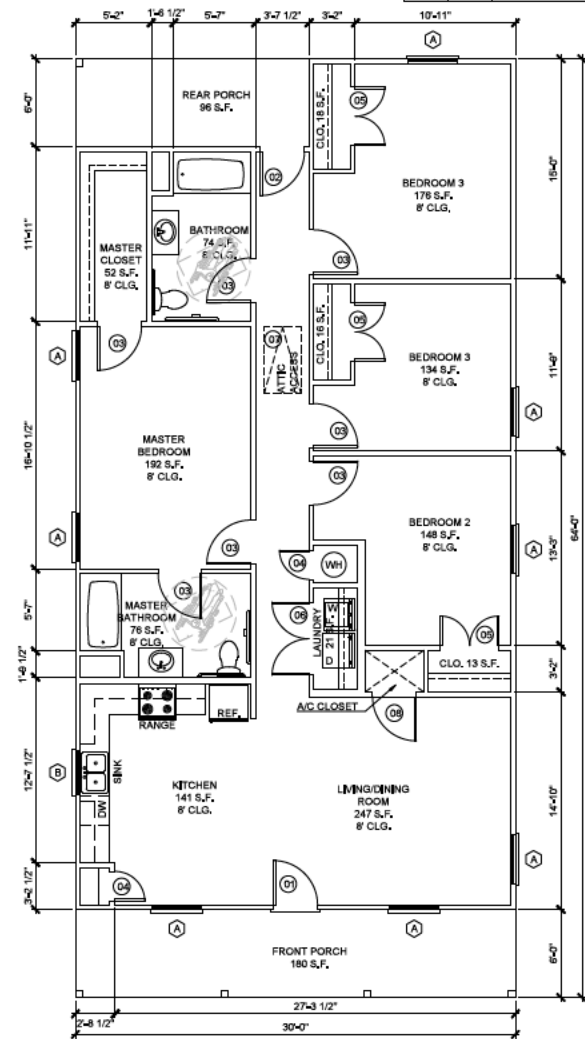


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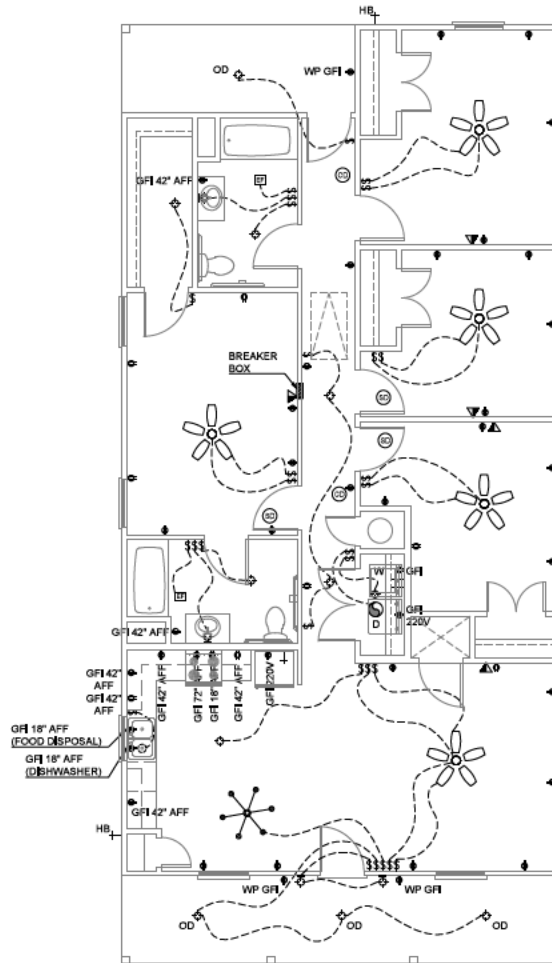
DOOR SCHEDULE			
MARK	QTY	DESCRIPTIONS	REMARKS
01	1	3'-0" X 6'-8"	EXTERIOR WITH PEEPHOLE
02	1	3'-0" X 6'-8"	EXTERIOR
03	7	3'-0" X 6'-8"	INTERIOR
04	2	2'-0" X 6'-8"	INTERIOR
05	3	6'-0" X 6'-8"	BI-FOLD
06	1	5'-0" X 6'-8"	BI-FOLD
07	1	30" X 54" ATTIC ACCESS	350 POUND LADDER RATING
08	1	3'-0" X 6'-8"	SELF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

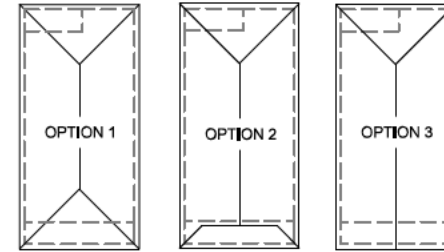
WINDOW SCHEDULE			
MARK	QTY.	DESCRIPTIONS	REMARKS
A	8	3'-4" X 5'-0"	SINGLE HUNG
B	1	3'-0" X 3'-0"	SINGLE HUNG



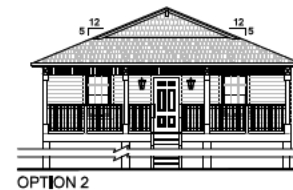
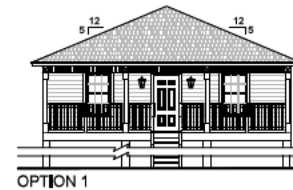
FLOOR PLAN



ELECTRICAL PLAN



ROOF PLAN



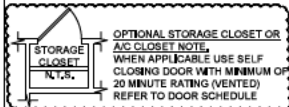
EXTERIOR ELEVATIONS (SIDING)

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



HAFLINGER

4 BED 2 BATH



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

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

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

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

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

ATTACHMENT B: NORTH CAROLINA INSTRUCTIONS TO VENDORS

I. READ, REVIEW AND COMPLY

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

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

II. REQUEST FOR OFFERS

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

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

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

III. DUTY TO INQUIRE

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

IV. DEFINITIONS, ACRONYMS AND ABBREVIATIONS

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

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

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

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

V. INTERPRETATION OF TERMS AND PHRASES

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

VI. BID SUBMISSION

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

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

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

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

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

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

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

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

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

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

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

8. CONTENTS OF OFFER:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. **PROTEST PROCEDURES:** When a Vendor wishes to protest a contract awarded by the Division of Community Revitalization, a Vendor shall submit a written request to the Procurement Officer indicated on the cover page of the solicitation, angela.dunaway@commerce.nc.gov.

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

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

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

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

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

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

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

ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

1. PERFORMANCE:

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

2. DEFAULT AND TERMINATION.

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

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

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

3. INTERPRETATION, CONFLICT OF TERMS.

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

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

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

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

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

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

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

7. **SITUS AND GOVERNING LAWS;**

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

8. **NON-DISCRIMINATION COMPLIANCE:**

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

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

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

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

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

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

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

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

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

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

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

13. ACCESS TO PERSONS AND RECORDS:

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

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

14. ASSIGNMENT OR DELEGATION OF DUTIES.

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

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

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

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

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

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

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

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

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

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

16. GENERAL INDEMNITY:

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

17. ELECTRONIC PROCUREMENT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Federal Water Pollution Control Act

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

financed in whole or in part with Federal assistance.

f) Debarment and Suspension.

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

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

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

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

h) Procurement of Recovered Materials.

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

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

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

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

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

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

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

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

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

ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

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

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

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

1. List the location(s) outside the United States where work under this Contract will be performed by the Vendor, any sub-Contractors, employees, or other persons performing work under the Contract:

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

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

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:

North Carolina, South Carolina, Florida, and Arkansas

ATTACHMENT E: HISTORICALLY UNDERUTILIZED BUSINESSES INFORMATION

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

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

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

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

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

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

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

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

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

The Vendor, Surge Resources, 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

Tim McCoy - Vice President

Name and Title of Vendor's Authorized Official

9/20/2025

Date

ATTACHMENT G: DISCLOSURE OF LOBBYING ACTIVITIES

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)




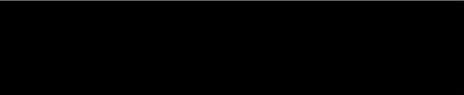

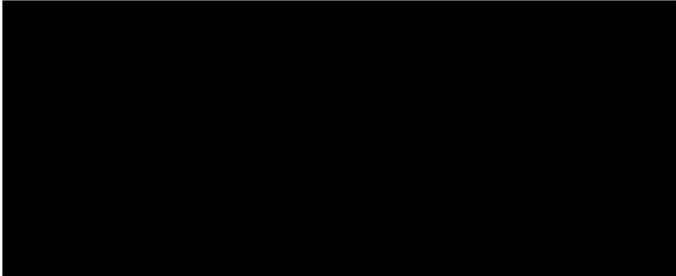
1. Type of Federal Action: [A] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: [A] a. bid/offer/application b. initial award c. post-award		3. Report Type: [A] a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Surge Resources, LLC [REDACTED] Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency: North Carolina Department of Commerce, Division of Community Revitalization			7. Federal Program Name/Description: Residential Demolition, Reconstruction, Rehabilitation, and Manufactured Housing Unit Replacement for Hurricane CFDA Number, if applicable: _____ Helene Impacted Counties		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ 1,428,120,000		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): No lobbying activities to report			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: [REDACTED] Print Name: Tim McCoy Title: Vice President Telephone No.: [REDACTED] Date: 09/20/2025		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

ATTACHMENT H: EXPERIENCE, QUALIFICATIONS, REFERENCES

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

Example 1: CDBG-DR Housing Engagements Delivered	
Client Name:	[REDACTED]
Program:	[REDACTED]
Client Point of Contact:	[REDACTED]
POC Contact Information (email and phone):	[REDACTED]
Total Number of Homes Completed:	[REDACTED]
Brief Description of Services Rendered:	[REDACTED]

Example 2: CDBG-DR Housing Engagements Delivered	
Client Name:	[REDACTED]
Program:	[REDACTED]
Client Point of Contact:	[REDACTED]
POC Contact Information (email and phone):	[REDACTED]
Total Number of Homes Completed:	[REDACTED]
Brief Description of Services Rendered:	[REDACTED]

Example 3: CDBG-DR Housing Engagements Delivered	
Client Name:	
Program:	
Client Point of Contact:	
POC Contact Information (email and phone):	
Total Number of Homes Completed:	
Brief Description of Services Rendered:	

ATTACHMENT I: SURETY LETTER EXAMPLE

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

Surety Letter EXAMPLE

Surety Company Name
Surety Company Address
Surety Company Phone Number

Date [Current date]

State of North Carolina
Department of Commerce
Division of Community Revitalization

Re: [Insert the RFP Number Here]

To Whom It May Concern:

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

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

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

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

Sincerely,

[Signature of the Attorney-in-Fact]

Typed Name of Person
Attorney-in-Fact

ATTACHMENT J: ADDENDUM RFP #Doc1539254856

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

	CITATION	VENDOR QUESTION	DCR RESPONSE
1	7.13 Reconstruction Plan Sets, Page 36	Do plan sets have to be included with the RFP submittal or only during the BAFO process?	Plan sets are <u>not</u> required to be provided with the RFP submittal. Plan sets will be requested during the BAFO process.
2	7.13 Reconstruction Plan Sets, Page 36	Can you please clarify what is required in the section? Should the vendor simply list previous CDBG-DR programs where the vendor has provided plan sets?	Correct, list previous CDBG-DR programs where the vendor has provided plan sets.
3	2.8 Proposal Contents, Page 10	Will resumes be included against the 20 page limit?	The 20-page limit does <u>not</u> include résumés.
4	4.9 Bond and Insurance Requirements, Page 18	Will blanket payment & performance bonds be allowed for this program?	DCR will consider, but not require, blanket payment & performance bonds.
5	5.1 Scope of Services, Page 19	Please clarify the time requirement for rehab projects with a scope less than \$50,000. Page 19 says 45 days, other pages state 30 days.	Rehabilitation projects with a scope <\$50,000 shall be completed within 45 calendar days from the Notice to Proceed to passed Final Inspection.
6	2.8 Proposal Contents, Page 10	Are the personnel resumes, project history, and Annual Report included in the 20 page limit?	The 20-page limit does <u>not</u> include résumés and Annual Report. The 20-page limit <u>does</u> include project history.
7	7.4 Key Staffing Profile, Pages 33-34	May resumes be excluded from the 20-page limit?	See answer to Question #3 and #6.
8	7.5 References, Page 34 Attachment H, Page 67	May a Letter of Reference be included as proof of endorsement if a person is unreachable when the Program attempts to contact them?	Yes.
9	7.6 Litigation History, Page 34	May the Litigation History be excluded from the 20-page limit? May it be included as an appendix to Section 7?	The 20-page limit does <u>not</u> include Litigation History.

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

		so, will the trigger to reduce the bond value be based on the date of passed final inspection or the date of final payment for the completed project?	awarded contract. Reduction will be based on the date of final payment.
15	4.9 Bonds and Insurance, Page 18	The RFP states that bond riders will be required to capture increased costs resulting from approved change orders such that 100% of the project cost is always covered by a valid P&P bond. Assuming change orders will be relatively frequent, will Contractor be permitted to establish a set interval (i.e. quarterly) to reconcile the contract and bond values to a change order log and issue such riders based on changes that occur within that period? Else, it's possible that multiple riders will need to be issued weekly.	If the builder is operating at its bond ceiling, then riders will need to be issued in a timely manner to account for change orders.
16	4.3 Payment Structure, Page 16	Is it DCR's intention to withhold retainage on Vendor's monthly invoices? If so, what % will be withheld and what will be the trigger for DCR to release the retainage?	The implementation vendor will inform the payment schedule as a part of its construction management strategy.
17	4.3 Payment Structure, Page 16	In lieu of withholding retainage, if any, will DCR accept a Retention Bond in addition to the P&P bonds?	DCR may consider a Retention Bond if it integrates with the implementation vendor's construction management strategy.
18	5.2.4 Manufactured Housing Units, Page 27	Does the contractor who is buying and installing MHU's in NC need to have a resellers license?	DCR does not require a resale license; the vendor must comply with all relevant local, state, and federal tax laws and regulations.
19	5.6 Project Assignment Methodology, Page 31	Would the program consider awarding projects within a centralized region(s)? Concentrating efforts in a specific area could potentially lead to a higher success rate for both the program and its vendors by streamlining logistics, reducing travel time, and enhancing overall efficiency.	DCR will consider geographic clustering for builder assignments if it aligns with the implementation vendor's construction management strategy.
20	2.1 Request for Proposal Document and Scopes of Work, Page 6	"DCR, or an Implementation Vendor on behalf of DCR, will issue Scopes of Work for specific project assignments to Vendors that are qualified and awarded pursuant to this RFP."	The implementation vendor will assign projects in accordance with their construction management strategy. The strategy will be communicated to the builders

		<p>What will be the methodology used by DCR or the implementation vendor to assign work to general contractors? 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 may also be required. <u>The safety manual will become part of the Contract if your Solicitation Response is selected.</u>" Vendors are not required to submit with their offer their Safety Manual; however, vendors are welcome to provide it with their offer submission. If the safety manual is not provided with offer submission; if awarded a contract, the safety manual must be provided.</p> <p>Per 7.10 Quality Control Program, "A copy of Vendor's quality control manual may be required. <u>The quality control manual will</u></p>

			<u>become part of the Contract if Vendor's Solicitation Response is selected.</u> " Vendors are not required to submit with their offer their Quality Control Manual; however, vendors are welcome to provide it with their offer submission. If the quality control manual is not provided with offer submission; if awarded a contract, the quality control manual must be provided.
28	2.8 Proposal Contents, Page 10 7.8 Annual Report, Page 35	Are financial statements exempt from the page count?	See answer to Question #6.
29	2.8 Proposal Contents, Page 10	The description of required vendor information does not include Section 7.8 Annual Report. Annual Report documents (such as audited financials) can easily be dozens of pages. What is the recommendation for including Annual Reports while adhering to the limitation of 20 pages?	See answer to Question #6.
30	3.1 Method of Award, Page 11	If a vendor is awarded reconstruction projects, can they elect to replace all eligible homes with modular homes, rather than offering stick-built reconstruction as an option?	If vendors submit modular plan sets for DCR consideration and if DCR selects a modular plan set for program use, then yes, the vendor may use the DCR approved modular plan set for reconstruction projects.
31	5.2.4 MANUFACTURED HOUSING UNITS Manufactured Housing Unit (MHU) Replacement Scope of Work Page 29	"Coordinating applicant move out, and providing temporary housing." Section 5.2.4 references the contractor coordinating applicant move-out and providing temporary housing, if eligible. Could the State please clarify the contractor's responsibilities in this process? Specifically, is the contractor responsible for locating, securing, and paying for alternative living arrangements? If so, what eligibility criteria and requirements must be followed so that contractors can accurately account for these costs in their bids?	Temporary housing will not be offered to all applicants. The implementation vendor will determine which, if any applicants, qualify for temporary housing. The implementation vendor will include temporary housing in the vendor's scope of work. The vendor will be required to issue a voucher to the qualified applicant for temporary housing. The applicant will use the voucher to acquire temporary housing.

		Regarding the provision of temporary housing during the move-out period, who holds liability for the applicant's welfare, property, and behavior while in temporary accommodations?	
32	5.4 Additional Requirements, Page 30	<p>"The initial meeting between the general contractor, applicant and Program will be done through a preconstruction meeting at one of the Program offices located within the Western North Carolina Hurricane Helene impacted counties area."</p> <p>Is an in-person preconstruction meeting required between the applicant and Vendor Representative before each site evaluation?</p> <p>Are there any other face-to-face meetings requirements?</p> <p>"Assist homeowners in vacating their damaged home." Will the state provide pods or the funds to purchase the pods for assistance?</p>	<p>In person meetings are encouraged for each site evaluation, but DCR will consider alternative approaches that accelerate recovery or improve applicant service.</p> <p>The implementation vendor will scope pods or temporary storage facilities for each applicant.</p>
33	<p>4.1 Minimum Qualifications, Pages 15-16</p> <p>7.0 Required Vendor Information, Pages 32-36</p>	<p>Do you want the Evaluation Criteria to refer to the relevant responses within 4.1 Minimum Qualifications and 7.0 Required Vendor Information, or are standalone responses for each of the Evaluation Criteria requested?</p> <p>For example, 3.4, a, ii Financial Stability and Solvency could refer to 4.1 Financial Solvency and Stability and 7.8 Annual Report, or we could provide a narrative response to 3.4.</p> <p>In the interest of not submitting a voluminous proposal, we want to avoid duplicative responses in multiple sections unless explicitly requested.</p>	<p>Standalone responses for each of the Evaluation Criteria are not required or expected. The Evaluation Criteria are intended to communicate to Vendors how DCR will evaluate Vendors' responses and are based on the specifications elsewhere in the RFP.</p>
34	7.4 Key Staffing Profile, Page 33	"Vendor must provide a key staffing profile and résumés for staff that will be responsible for the day-to-day performance of the services required under this Solicitation. Vendor shall designate a dedicated construction lead who will be located in the Western	Vendor must provide a key staffing profile and résumés for staff that will be responsible for the day-to-day performance of the services required under this Solicitation.

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

		<p>perform reconstruction projects may submit reconstruction plan sets of single-family homes, including options for Stick-Built or Modular homes, for consideration by the program for use in the reconstruction phase of the program. The Contractor must obtain permission from the designers for free reuse by the program by any contractor selected by the Program.”</p> <p>Do you want the entire plan set, or just an overview? Is that outside of our 20 page limit when submitting our RFP?</p>	
37	5.2.3 Reconstruction, Reconstruction Scope of Work, Page 26	It states Fiber Cement Siding or stucco has to be used. Would it be acceptable to use vinyl siding instead? What we have found working with the homeowners in the eastern part of NC is that using the fiber cement siding is putting extra work on the homeowners with the upkeep and maintenance every 7-10 years. It is additional work in long run and an added expense for homeowners that are already tight financially.	Vinyl siding is an acceptable cladding.
38	7.0 REQUIRED VENDOR INFORMATION 7.8 Annual Report, Page 35	Can privately-held companies submit financials under a separate cover for confidentiality?	<p>Per 2.7 PROPOSAL SUBMITTAL, “If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal.”</p> <p>In eProcurement Sourcing there are two fields for Vendors to upload files – UNREDACTED offer and REDACTED offer. Please also see Attachment B, No. 27, page 44 for instructions on marking pages and content confidential. The REDACTED version should be a document that can be made public once an award is made.</p>
39	5.2 TASKS/ DELIVERABLES 5.2.3 Reconstruction Scope of Work, Page 26	Please verify that the DCR Implementation vendor will perform LBP testing, and the CM will be responsible for the Asbestos testing as necessary?	The implementation vendor will perform lead based paint testing and the vendor will be responsible for all other testing required by the jurisdiction.

40	5.2 TASKS/ DELIVERABLES 5.2.3 Reconstruction Scope of Work, Page 21	Will a damage assessment and feasibility analysis be performed prior to assignment?	Yes.
41	5.2 TASKS/ DELIVERABLES 5.2.2 Repair Scope of Work, Pages 20-24	In our experience when both the implementation vendor and CM do not perform the scope assessments together, the scope assessment tends to be performed at the substantial and final milestones inspections. Please verify that both the DCR Implementation vendor and CM perform an assessment together to obtain the SOW?	The implementation vendor is the construction manager. The implementation vendor will perform the scope assessment and assign the scope to the building vendor.
42	5.2 TASKS/ DELIVERABLES 5.2.2 Repair Scope of Work	Will Exactimate Pricing be reviewed biannually or annually in order to adjust to the current market?	Xactimate pricing will be reviewed quarterly and adjusted if necessary.
43	5.2 TASKS/ DELIVERABLES 5.2.2 Repair Scope of Work	What is the expectation with pricing adjustments to address tariffs and escalation associated with the tariffs?	Xactimate pricing will be reviewed quarterly and adjusted if necessary.
44	5.2 TASKS/ DELIVERABLES 5.2.3 Reconstruction Scope of Work	Please verify the DCR implementation vendor will provide assistance and coordination with the applicant for temporary relocation.	The implementation vendor will qualify the applicant for temporary assistance. The implementation vendor will include scope for temporary assistance in the builder assignment. The builder will schedule move out and relocation. The builder will pay a voucher to the applicant per their scope.
45	4.0 REQUIREMENTS 4.4 Invoices, Page 17	If in fact performed by the CM please verify that a separate billing process will be allowed to receive continual reimbursement of the task?	Builder payments will be made in accordance with the payment schedule established by the implementation vendor and its construction management strategy.
46	5.2 TASKS/ DELIVERABLES 5.2.2 Repair Scope of Work, Page 23	Please verify that operational expenses and fees will be allowed on Temporary Relocation Assistance.	The implementation vendor will include scope in the builder assignment for temporary housing for qualified applicants.
47	5.0 SCOPE OF WORK 5.7 Liquidated Damages, Page 31	In our experience additional time must be added to the Temporary Relocation Assistance outside of the approved construction timeframes. This is due to the process of homeowner moveout	DCR will consider exceptions to the timeline in accordance with the implementation vendor's construction management strategy. In general, additional

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

			accordance with its construction management strategy.
56	5.0 SCOPE OF WORK 5.7 Liquidated Damages, Page 31	Will there be a cap to LD's?	There is no cap on liquidated damage.
57	4.0 REQUIREMENTS 4.4 Invoices, Page 17	What will be the contracted payment terms?	Per ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS, #9 PAYMENT TERMS, "Payment terms are net not later than 30 days after receipt of a correct invoice or acceptance of goods, whichever is later." Additional information regarding payment may be included in the project Scope of Work.
58	5.2 TASKS/ DELIVERABLES 5.2.2 Repair Scope of Work, Page 23	Please address the process of applicant appeals during the construction process. In our experience appeals have been allowed up to and after the completion of construction requiring remobilization of the contractor. Will the applicants be allowed to submit multiple appeals of the scope during and after the construction process? Will the program establish a last day of submission for each task order?	The applicant will not be allowed to appeal the design, materials, or services defined in the construction scope. The vendor is expected to perform according to the scope, provide quality and timely work, and honor the warranties.
59	5.2 TASKS/ DELIVERABLES 5.2.3 Reconstruction Scope of Work, Page 26	Please confirm that scaffolding and additional safety measures outside of the standard model home will be scoped through the site-specific pricing outside of the Hard Cost of the model.	The implementation vendor will scope necessary equipment.
60	3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS 3.1 Method of Award, Page 11	Please verify what scope is to be included within the Hard cost of the standard models or if this information will be provided during the BAFO process.	The BAFO will clarify pricing.
61	3.1 Method of Award, Negotiation and Best Final Offer, Page 13	"During the BAFO process, Vendors who intend to perform reconstruction projects may submit reconstruction plan sets for single-family homes, including options for Stick-Built and/or modular homes, for consideration by the program for use in the reconstruction phase of the program."	It is estimated Vendors will be provided 7 days to respond to the BAFO.

		Do you know an approximately timeline that will be placed for builders to return pricing and house plans if selected to reach the BAFO phase?	
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BID ADDENDUM

September 3, 2025

FAILURE TO RETURN THIS ADDENDUM MAY SUBJECT YOUR BID TO REJECTION

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

CLARIFICATION:

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

CHANGES TO RFP:

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

Upon completion of the evaluation process, the State will make award(s) based on the evaluation and post the award(s) to the State's eVP website under the RFP number for this solicitation. Pursuant to 01 NCAC 05B .0503, the State reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement.

RESPONSE TO QUESTIONS:

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

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

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


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

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

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

Execute Addendum:

VENDOR: Surge Resources, LLC

AUTHORIZED SIGNATURE: 

NAME and TITLE (Print or Typed): Tim McCoy - Vice President

DATE: 9/20/2025

The background of the page is a dark blue color. Overlaid on this is a large, abstract graphic consisting of several concentric, swirling lines in a lighter shade of blue, creating a sense of motion or a vortex. The text is centered over this graphic.

QUALIFICATIONS

MINIMUM QUALIFICATIONS

&

OTHER REQUIREMENTS

Minimum Qualifications

i. 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.

Surge Resources, as a company, is new in the CDBG-DR business. However, since 2017, our key staff members, executive management, and support staff have acquired an extensive amount of experience working in the residential construction business on multiple CDBG-DR funded programs. Please reference the table located on [pages 113-114](#) for a full breakdown on the residential construction projects that our team members have participated in.

Additionally, Tim McCoy, the Vice President of Surge Resources, meets the requirement of having a minimum of 5 years of executive management experience in a previous company where residential construction services were provided. To expand on this, Tim introduced Disaster Recovery and CDBG-DR work to Thompson Construction Group, Inc. while he was a partner with them. For additional information and project details, please reference Tim's resume on [pages 130-132](#).

ii. 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.

Surge Resources commits to securing all required licenses throughout the State of North Carolina, as well as with any local municipalities, to conduct construction activities as a part of this program.

iii. Rehab/Reconstruction Experience: 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 principles/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.

Surge Resources is comprised of a team of individuals who have experience working on multiple CDBG-DR funded projects where residential construction services were provided. In these programs, our team members have completed projects focusing on demolition, reconstruction, rehabilitation, manufactured housing unit replacement, and historical repairs. Please reference the table located on [pages 113-114](#) for a full breakdown of all the programs that our team members have participated in over the past 3+ years.

iv. MHU Replacement Experience: Vendor must demonstrate that it has a minimum of three (3) years' experience in the installation of Manufactured Housing Units and that it has the ability to meet the Manufactured Home Construction and Safety Standards (HUD Code) in order for units to meet the definition of manufactured housing and qualify for federal program assistance.

Please see the response directly above this one. Regarding Manufactured Housing Units specifically, all MHUs that our team members have worked on installing have met the HUD mandated Manufactured Home Construction and Safety Standards across [REDACTED]

[REDACTED] Please reference the table located on [page 113-114](#) for a full breakdown of all the projects that our team members have participated in over the past 3+ years.

v. Vendor must demonstrate as applicable to its proposal for the project type: a) the ability to carry residential reconstruction projects to completion within 150 days; b) ability to carry MHU replacement projects to completion within 60 days; c) ability to carry residential demolition projects to completion within 30 days; and/or d) 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 <\$100,000, 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.

Surge Resources acknowledges the requirements associated with being a part of this program and will strive to meet and/or exceed the required timelines for services to be provided as is outlined in this RFP. Please reference the table located on [pages 113-114](#) for a full breakdown of all the projects, including timelines, that our team members have participated in.

vi. 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

It is common throughout the construction industry to run into properties where lead and asbestos based materials were used prior to being outlawed. Our President, Cory Davis, is an industrial hygienist and safety professional with over 20 years of experience in health and safety related to asbestos and lead based paint. Cory will be a resource for our team when dealing with lead-based paint or asbestos. Please reference [page 170](#) for additional details on our safety program.

vii. 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.

Please reference the table located on [pages 113-114](#) for a full breakdown of all the projects that our team members have participated in.

The employees of Surge Resources have always taken pride in being on teams that are considered top producers. As members of Surge Resources, we will continue to push for excellence. We intend to grow our staff as needed to meet the requirements of this program. We will always put the applicants first, the client/grant managers/other stakeholders second, and ourselves last. In doing so, we can ensure that production goals are met while prioritizing the needs of the program first and foremost.



For the same projects detailed on the previous page, the following information shows the number of projects completed annually as well as the number of projects assigned at a single time by a single program.



viii. 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.

Without achieving compliance, a company cannot be successful. We commit to achieve compliance with all local, state, and federal laws, regulations and guidelines. Surge's key staff are familiar with HUD Community Development Block Grant disaster laws, regulations, and guidelines; the Davis Bacon Act and reporting on the hiring of Section 3 and M/WBE businesses and individuals. Surge Resources also has experience providing programs with reports on staffing and payroll documentation to meet HUD and program requirements.

ix. 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.



x. 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.

In support of this requirement, we have provided a surety letter showing a bonding capacity of \$20 million. This can be found on [page 168](#). Surge Resources intends to accept assignments for all project types - demolition, reconstruction, rehabilitation, and manufactured housing unit replacements.

Other Requirements

ii. 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.

Surge Resources was originally founded as a staffing business. Our team understands the importance of providing equal employment opportunities. We are familiar with the requirements associated with Section 3 and M/WBE. Surge Resources commits to assign priority to meeting the program required hiring needs of locally owned businesses, Section 3 businesses, M/WBE businesses, and low-income residents within the disaster damaged communities that this program serves.

ii. 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.

Surge Resources commits to securing an office within either Buncombe or Burke County in North Carolina. Our project manager and administrative staff will operate out of our office in North Carolina daily. Our VP of Construction, who is originally from North Carolina, has returned to the state full-time and will also utilize the office space that we secure for the operation of this project. Additionally, all superintendents will report to the office at least once a week for team meetings.

iii. Vendor must provide a two-year warranty on all materials and workmanship; Vendor will remain liable for defects as provided by North Carolina law.

Given our experience on multiple CDBG-DR programs, our team members have experience satisfying warranty claims across warranty periods of various durations. We acknowledge that we will remain liable for defects pertaining to materials and workmanship for a 2-year period post construction completion of each project assignment that we finalize. For information on our warranty program please reference [page 174](#).

A large, abstract graphic consisting of concentric, swirling lines in various shades of blue, creating a sense of motion and depth. The swirls are centered around the text.

VENDOR PROFILE

Surge Resources, LLC

Company Narrative

Everyone knows someone who has been impacted by a natural disaster. Whether it be a flood, blizzard, fire, earthquake, hurricane or tornado, the forces of nature do not discriminate. Nature has no regard for our daily lives or for the communities that we have built. In the matter of only a few hours, a hurricane can completely disable a community. This is especially so in lower income communities. At Surge Resources, our goal is to restore the livelihoods of those that have lost so much.

Housing is one of our most basic essential needs as humans. If housing needs are not met, a community will struggle to recover from the full breadth of a natural disaster. The Surge Resources team is devoted to helping communities not only fully recover, but also improve their infrastructure to withstand future challenges.

We are committed to assisting communities in improving their economy through the hiring of local suppliers and subcontractors. Surge Resources was originally created as a staffing and recruitment agency with the purpose of filling unmet short and long-term employment needs within the industrial, technical, and office sectors of the construction and environmental industry through the utilization of local resources. Promoting economic growth through local hiring further promotes initial recovery and long-term sustainability.

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At Surge Resources our core values are rooted in teamwork, integrity, excellence, accountability, and continuous improvement. Our team is comprised of a group of dedicated professionals who have a wide range of experience coupled with a passion for disaster relief work. Since 2005, our team members have worked on twenty disaster relief projects, multiple of which focused on residential construction, located across nine different U.S. states and territories. Project specific details can be found in our Company Profile located on [pages 113-114](#). Information regarding carrying capacity, in particular the number of projects completed annually as well as the number of projects assigned at a single time by a single program, can be found in the Minimum Qualifications section on [page 104](#). Through our combined experience, our team embodies the following key strengths:

EXPERIENCE & EXPERTISE

With experience spanning multiple CDBG-DR and/or FEMA funded projects in several states, our team has an extensive knowledge base and a track record of excellence. We strive to provide all program applicants with decent, safe and sanitary housing.

STRONG RELATIONSHIPS

Our team is focused on developing the strongest relationships possible with clients, subcontractors, suppliers, program managers, and other stakeholders. To collaborate successfully, there must be trust. We pride ourselves in being both approachable and transparent with all stakeholders.

COMPASSION

We understand that the eligible applicants of any CDBG-DR program have been through more than their fair share of hardships. We are compassionate to their needs and pledge our emotional support throughout all phases of the construction process.

INNOVATION

To achieve excellence, we must stay informed on the best construction practices and resources available. In an ever-changing industry, we will never settle for anything less than excellence and we will never be discouraged by obstacles. No matter the time and no matter the day, Surge Resources will always find a way.

Our key strengths collectively provide Surge Resources with a competitive advantage above the rest. At the end of the day, we all want to provide our applicants with the best possible outcome. If we were to imagine being in their shoes, we all would want the same dedication and support that the team at Surge Resources will provide.

Surge Resources, LLC

Company Profile

BACKGROUND



MISSION

At Surge, our mission is to support the recovery of disaster damaged communities through the delivery of high quality, safe, and cost-efficient construction services. Our team is committed to delivering unprecedented expertise, construction services, and customer service to all the clientele that we serve.





EXPERIENCE

Our team has a background of twenty-five years of project management and executive leadership experience. Of those twenty-five years, our team has over a decade of experience working on CDBG-DR funded projects. This includes projects directly under contract with the state of North Carolina pertaining to residential construction efforts in the aftermath of Hurricane Matthew. Surge Resources is proud to present a cohesive unit with an extensive knowledge of the industry.

Since 2005, our team members have assisted in disaster recovery efforts on twenty projects spanning across nine U.S. states and territories. Building on to this, our Vice President, Tim McCoy, introduced the disaster relief industry to the previous company that he partnered with, Thompson Construction Group, Inc. A detailed description of the projects that our team members have been a part of can be found below and on the next page.

Surge Resources is well versed in providing residential construction services on CDBG-DR funded projects. We have never been involuntarily terminated from participation in a program nor voluntarily ceased participation in a program without completing all assigned construction projects. Our team will never leave a job unfinished. We take pride in the homes that we build and consider it an honor to assist in the long-term recovery of disaster damaged communities.

VALUES

TEAMWORK

Our team is committed to collaborating with all necessary stakeholders to provide the safest and highest quality of services to all involved in the construction process.

INTEGRITY

Honesty is key. At Surge Resources our team places emphasis on building trusting and credible relationships with all of the clients and communities that we serve.

EXCELLENCE

Surge Resources will settle for nothing but the best. We take pride in the work product that we produce and will always seek to achieve excellence across the board.

ACCOUNTABILITY

The power is in our hands to take responsibility for the actions and decisions that we make. As a team, we hold ourselves accountable to achieve all goals and commitments made in a timely and professional manner.

CONTINUOUS IMPROVEMENT

At Surge Resources, we challenge ourselves to reach above and beyond. In an ever-changing world, there is always more that can be learned to improve the work product that is produced.



Key Staffing Profile

The program required key staff are detailed below. Resumes for the selected individuals can be found on the pages immediately following this one in the same order as posted below.

In addition to key staff, we have provided additional resumes for several other important staff members that are a part of our organization.

Key Staff

Project Manager

Will be Located in Western North Carolina

Jason Norton
Jonathan Waynick

Superintendents

Will be Located in Western North Carolina

John Brown
Johnathon Fisher
Gerald Roux

Warranty Coordinator

Bethany Janssen

Executive Leadership & Additional Support Staff

President

Cory Davis

Director of Safety

Ryan Hicks

Vice President

Tim McCoy

Director of Quality Control

Kristopher French

VP of Construction

*Will be Located in
Western North Carolina*
Erik Millush

Director of IT

Brady Davis

Staffing Plan

Surge Resources commits to securing an office within either Buncombe or Burke County in North Carolina. Our project manager and administrative staff will operate out of our office in North Carolina daily. Our VP of Construction, who is originally from North Carolina, lives the state full-time and will also utilize the office space that we secure for the operation of this project. Additionally, all superintendents will report to the office at least once a week for team meetings.

Our executive leadership has extensive experience when it comes to hiring and allocating employees. We have the resources available to hire as many people as deemed necessary to fully staff this program. In support of this, we have already begun the process of conducting interviews for additional employees who we intend to utilize for the operation of this program.



JASON NORTON

PROJECT MANAGER

SKILLS

- CDBG-DR / Mitigation
- FEMA PA
- Case Management
- Policy and Procedures
- Insurance Settlements
- Project Worksheets
- Coastal Infrastructure
- Xactimate
- Construction Management
- Estimating
- Water Damage Restoration
- Restoration Industry
- Mold Remediation
- Project Management
- Fire Restoration

CERTIFICATIONS & TRAININGS

- Completed Institute of Inspection Cleaning and Restoration Certification (IICRC)
- Certified Water Damage Restoration Technician (WRT), 2018
- Certified Applied Structural Drying Technician (ASD), 2019

PROFILE

Jason is a results-driven professional with a strong background in (CDBG-DR) disaster recovery and mitigation planning. He is a seasoned project manager with extensive experience in conducting damage assessments for state and private organizations. He provides expert support as a Subject Matter Expert (SME) and leverages his expertise to enhance other recovery programs by improving policies and procedures and supporting onsite inspections. Jason has been in the industry for 13+ years and his skillset in construction management and restoration make him a great fit as a Project Manager for Surge Resources, LLC.

His experience in coastal infrastructure is noteworthy, as he has coordinated with local Coastal Area Management Act (CAMA) personnel on setbacks, rights of way, and policies related to building on the North Carolina coastline. Jason's deep knowledge and hands-on experience in state recovery efforts and construction have brought invaluable expertise to North Carolina's coastal areas.

RELEVANT EXPERIENCE

HORNE, LLP

NOVEMBER 2022 - FEBRUARY 2024

California Department of Housing and Community Development (HCD)

Deputy Project Manager

Sacramento, CA

- As the Deputy Project Manager, Jason assisted the State of California in recovering from the wildfires of 2017-2018 and 2020.
- He worked closely with construction management staff, managed subcontractors, and oversaw program policies, case management, QA/QC, and overall program management.
- Additionally, Jason supported the Program Manager with leadership and handled budget and invoicing reviews to ensure compliance with federal spending guidelines.

HORNE, LLP

JULY 2021 - NOVEMBER 2022

North Carolina Office of Recovery and Resiliency (NCORR), ReBuild NC Program

Damage Inspection Manager/SME

Durham, NC

- Jason served as the Subject Matter Expert (SME) on the damage inspection process and acted as the liaison for the inspection and QC teams.
- He lead engineer deployment determinations, tracked engineer workflow, and managed Xactimate updates and revisions.
- Additionally, Jason leveraged his expertise to assist other recovery programs at HORNE, providing insight into policies, procedures, onsite inspections, and identifying critical expertise needs, including the hiring of HORNE's first certified Asbestos inspector.



RELEVANT EXPERIENCE

Highland Construction Coastal Office, Division Management

AUGUST 2019 - JULY 2021

Division Manager

Wilmington, NC

- Jason was the Division Manager of the Highland Construction Coastal Office. He oversaw 15-20 employees, including field technicians, coordinators, estimators, project managers, and cabinet and flooring staff.
- He managed division metrics, budgets, and daily operations, and coordinated with Coastal Area Management Act (CAMA) personnel on setbacks, rights of way, and coastal building policies.
- This role allowed him to develop expertise in regulations concerning dunes and coastlines related to construction.

Highland Construction Coastal Office, Project Management

MAY 2018 - AUGUST 2019

Senior Estimator

Wilmington, NC

- Jason served as the lead estimator for three locations, reviewed estimates for accuracy, worked with adjusters and third-party reviewers, and created the company's estimator policy.
- He handled large loss inspections and estimates, including multi-family dwellings, water intrusion, and fire losses, and served as the lead inspector for residential fire loss and restoration.
- Additionally, Jason obtained his IICRC certifications in WRT and ASD, gained expertise using software such as Xactimate and Excel, and lead continuing education classes and training for new hires.

The Work Force Group, Damage Assessments

OCTOBER 2015 - JULY 2021

Damage Appraiser/Inspector

Baton Rouge, LA

- Jason conducted damage assessments for homes affected by natural disasters, estimated repair costs using Xactimate and prepared detailed reports to meet HUD's Housing Quality Standards (HQS).
- He submitted reports through SharePoint, reviewed contractor change orders and collaborated with state and federal representatives.
- Additionally, Jason trained and oversaw inspectors on procedures, policies, and Xactimate usage.

1st Choice Carpet and Upholstery Cleaning

MAY 2009 - JULY 2021

Owner/Operator

Wilmington, NC

- Jason operated, managed, and supervised the day-to-day operations of the company.
- He specialized in carpet and upholstery cleaning, mitigated flood and water losses, prepared scope of work estimates with Xactimate, and handled disaster restoration.
- Additionally, he met with adjusters to discuss insurance claims.



JONATHAN BRENT WAYNICK

PROJECT MANAGER

SKILLS

- Construction Management
- Budgeting Expertise
- Cost Estimation
- Financial Management
- Strategic Planning
- Organizational Leadership & Management
- Deadline Compliance & Time Management
- Supply Chain Logistics & Acquisition Proficiency
- Material Procurement & Handling
- Quality Control Expertise

PROFILE

Brent, the founder of JBW Properties, LLC has over 27 years of experience in the residential construction industry. Of these 27 years, he has been a Licensed Residential Home Builder for 15 years. He has completed over 800 residential projects throughout multiple states and has worked to build strong relationships with his clients.

In 2017, Brent shifted his focus to the natural disaster industry. His valuable expertise and commitment to delivering high quality repairs, reconstructions, and MHU replacement homes in disaster damaged areas is unmatched. With work completed thus far in Texas, West Virginia, South Carolina, North Carolina, Florida, and Puerto Rico, Brent is motivated to continue to assist individuals whose homes have been damaged by a natural disaster.

RELEVANT EXPERIENCE

JBW Properties, LLC

1997 - PRESENT

Senior Project Manager / Owner

Puerto Rico Department of Housing, CDBG-DR Housing Program, Hurricane Maria, 2017

Florida Department of Commerce, CDBG-DR Housing Program, Hurricane Irma, 2017 & Hurricane Michael, 2018

Houston, TX CDBG-DR Housing Program, Hurricane Harvey, 2017

West Virginia RISE Program, CDBG-DR Housing Program, 1000-Year Flood, 2016

South Carolina Disaster Recovery, CDBG-DR Housing Program, Flood and Hurricane Matthew, 2015 & 2016

- Successfully managed skilled crews and team members for the repair, reconstruction, or MHU replacement of over 760 individual project assignments.
- Exemplified exceptional leadership and communication skills to meet all daily project management responsibilities.
- Created comprehensive budgets, schedules, and specification sheets for ensuring that all jobs were executed with meticulous attention to detail further ensuring that each job met the utmost satisfaction of each program.
- Procured building materials and mobile home units when required ensuring that all items purchased met quality control standards and program requirements.

Hurricane Helene - Duke Energy Man-Camp, 2024

Greenville/Spartanburg, SC

- Managed the day to day establishment of a man camp to house Duke Energy employees while they worked to re-establish power in Greenville and Spartanburg Counties.

WORK EXPERIENCE

Residential Building

Prior to Disaster Relief Work

- Oversaw the construction of 500+ single family residences that were either renovated or newly built, throughout the state of South Carolina. This work was completed prior to getting involved in the disaster relief industry.
- Ensured project timeliness while making sure that all work completed was in compliance with all local building codes and regulations.
- Collaborated efficiently with clients, architects, engineers, and material providers to meet the required specifications of each individual project.



JOHN BROWN

SUPERINTENDENT

PROFILE

John is an experienced industrial construction manager with over 30+ years of success leading large-scale construction projects. He has a proven ability to collaborate with architects, engineers, owners, and contractors to deliver high-quality results on time and within budget. He also has extensive expertise in site safety, project planning, budgeting, and resource allocation.

EDUCATION

Louisiana Tech, 1998
Bachelor of Science in
Construction Management

Collin County Community College
District, 2006
Associate of Arts in Business
Management

SKILLS

- OSHA Compliance (30-Hour Certified)
- Blueprint & Document Review
- Budget Management
- Estimating
- Subcontractor & Vendor Coordination
- Project Scheduling & Scope Development
- Safety Management (First Aid & CPR Certified)
- Construction Turnovers & Inspections
- Contract Negotiation & Evaluation

RELEVANT EXPERIENCE

Drax Biomass & CM Biomass

MARCH 2014 - PRESENT

BioMass Mills

Construction Manager

Various Locations

- Leads daily construction operations to ensure adherence to schedules, safety protocols, and quality standards.
- Coordinates with stakeholders including subcontractors, government officials, and utility providers to ensure timely project completion.
- Enforces OSHA, federal, and local regulations to maintain a safe and compliant work environment.
- Oversees building turnover, ensuring smooth transitions and client satisfaction.
- Conducts quality control inspections and initiates corrective actions as needed.
- Negotiates and manages subcontractor agreements, cutting costs and improving efficiency.

Mid-South Engineering

FEBRUARY 2007 - MARCH 2014

Industrial Wood Products Mills

Construction Manager

Hot Springs, AR

- Directed multi-disciplinary construction projects from inception to completion.
- Conducted site surveys and generated cost estimates for engineering proposals.
- Drafted and managed contracts for subcontractors and vendors.
- Managed all phases of construction including scheduling, inspections, and compliance oversight.

Balfour Beatty

MARCH 1999 - DECEMBER 2007

Commerical and Industrial Buildings

Project Coordinator

Dallas, TX

- Reviewed system designs and installation plans to meet engineering and client standards.
- Performed cost estimations for labor and materials.
- Conducted site inspections to monitor quality and ensure compliance with regulations.
- Coordinated with client representatives, consultants, and code authorities to complete project deliverables.



JOHNATHON FISHER

SUPERINTENDENT

SKILLS

- Project Planning & Strategic Execution
- Construction Site Management & Efficient Operations
- Compliance and Regulations Adherence
- Budget Control & Cost Conscious Approach
- Team Collaboration & Effective Coordination
- Construction Quality Assurance & Precision and Excellence
- Timely Project Delivery & Deadline Adherence
- Innovative Solutions & Creative Problem Solving
- Form-Poured Concrete Homes & Expertise in Construction Techniques and Best Practices

PROFILE

Prior to employment by Carolina Post Frame Construction (CPF), Johnathon successfully owned and operated 3J's Construction & Electric in his home state of West Virginia, as a residential builder. 3J's built many residential homes, completed various degrees of remodel, and was an all-around go to company for many in the area. From decks and roofs, to turn-key multimillion dollar homes, 3J's has done it all.

While operating 3J's, Johnathon began working on CDBG-DR funded projects with CPF. One such project was the West Virginia Rise Program. 3J's excelled in this program completing over 120 homes within a 3-year period of time. In doing so, this led to many other opportunities in disaster programs located in South Carolina, Florida, and Puerto Rico.

As Johnathon's relationship with CPF grew, he was awarded a Senior Project Management role working on multiple CDBG-DR projects within several states. Since mutually parting ways with CPF, Johnathon eased right back into the much needed role of an honest, on time, on spec, and on budget based residential contractor with 3J's. Still, the allure of something more, something bigger, something better, has pushed Johnathon to try and further his career in disaster relief.

WORK EXPERIENCE

3J's Construction & Electric

2023 - PRESENT

Owner & Senior Project Manager

- Leads and orchestrates all aspects of construction operations, ensuring strict compliance with local/state regulations, meticulous adherence to project timelines, and attention to detail.

CPF Construction, LLC

2019 - 2023

Senior Project Manager

Puerto Rico Department of Housing, CDBG-DR Housing Program, Hurricane Maria, 2017

Florida Department of Commerce, CDBG-DR Housing Program, Hurricane Irma, 2017

West Virginia RISE Program, CDBG-DR Housing Program, 1000-Year Flood, 2016

South Carolina Disaster Recovery, CDBG-DR Housing Program, Flood and Hurricane Matthew, 2015 & 2016

- Expertly supervised all aspects of construction projects, including budgeting, scheduling, material procurement, and quality control, resulting in on-time and on-budget completion of projects to the utmost satisfaction of clients.

WORK EXPERIENCE

- Promoted seamless collaboration and communication among interdisciplinary teams, including architects, engineers, subcontractors, and suppliers to ensure efficient project coordination and successful project delivery.
- Oversaw and managed construction projects of varying scales, showcasing versatility in handling diverse construction projects, and delivering consistent results.
- Implemented innovative construction methods and technologies, such as off-site rebar fabrication and form-poured concrete residential construction.
- Leveraged expertise in construction building techniques, materials, and best practices to ensure the highest quality of workmanship in all aspects of the construction process, resulting in outstanding final deliverables and customer satisfaction.



EDUCATION

WALSH COLLEGE

Bachelor of Business
Administration
Master of Business Administration

SKILLS

- Project Planning & Strategic Execution
- Construction Site Management & Efficient Operations
- Compliance and Regulations Adherence
- Budget Control & Cost Conscious Approach
- Team Collaboration & Effective Coordination
- Construction Quality Assurance & Precision and Excellence
- Timely Project Delivery & Deadline Adherence
- Innovative Solutions & Creative Problem Solving
- Form-Poured Concrete Homes & Expertise in Construction Techniques and Best Practices



GERALD T. ROUX

SUPERINTENDENT

PROFILE

Gerald has been in the home building profession for nearly 40 years, having completed over 800 homes within that time frame. His original business model involved purchasing 20-40 lots within a development, building model homes, and operating as a semi-custom tract home builder. Gerald's extensive experience within the residential construction industry makes him the perfect fit as one of Surge Resources Superintendents.

WORK EXPERIENCE

Monogram Homes, LLC

2013 - PRESENT

Owner

- Owner and operator of the day-to-day operations of the company.

CitySide Homes

2012 - 2013

Houston, TX

Assistant Controller

- Managed cash flow and was in charge of completing all deposits.
- Received, recorded, and authorized requests for disbursements in accordance with company policies and procedures.
- Conveyed information effectively to all employees and considered the relative costs and benefits of potential actions in determining the best path forward within the construction process.

St. Francis Camp on the Lake

2011 - 2012

Jerome, MI

Project Manager

- Provided leadership in developing a scope of work, budget, and construction drawings for the construction of the Michigan Knights of Columbus Hall.
- Provided objective cost saving ideas to keep all project costs within budget parameters.
- Processed proposal and contract development with subcontractors and vendors.
- This project was completed under budget by 5.6% and was 18-days ahead of schedule.

Gerald Roux Homes, G&R Homes, Newcastle

1995 - 2008

Building Company, PB&GR LLC

Northville, MI

Owner, Operations Manager

- Oversaw all aspects of the pre-construction process including the interpretation of plans and specifications in order to provide clear, complete, and competitive estimates and bid packages.

WORK EXPERIENCE

- Drafted cost estimates and managed the bidding process with all subcontractors.
- Maintained a work order system that was intended for the tracking and prioritization of all projects within a certain location.
- Responsible for reviewing invoices, matching expenses to budgets, locating financial discrepancies, and resolving any conflicts in billings.
- Initiated processes that improved customer satisfaction while providing higher quality finished products at reduced final costs.
- Implemented a safety program, using OSHA training as a key component, that eliminated job site injuries.

Roux and Associates, Inc.

1986 - 1995

Northville, MI

Project Manager

- Demonstrated integrity, respect, innovation, dedication, and excellence.
- Managed the construction of single and multi-family residences while implementing a quality control initiative that lowered the number of warranty issues and raised overall customer satisfaction.
- Prepared project clarifications and bid assumptions for submission to property owners.
- Oversaw multiple projects daily through on-site inspections to ensure that all work completed complied with the approved plans and that the scope of work and all required specifications were adhered to.
- Acted as a liaison with government inspectors throughout the inspection process.
- Developed construction schedules with subcontractors and vendors to insure on time project completion.
- Ensured that all safety rules and regulations were met.
- Exhibited excellent written and verbal communication skills.





EDUCATION

University of Arkansas -
Accounting & Finance Classes,
2016-2018

University of Arkansas, 2012
Bachelor of Education in Early
Childhood Education

SKILLS

- High Accuracy in Recordkeeping
- Customer/Client Communication
- Documentation & Follow-Up Management
- Task Prioritization Across Multiple Entities & Projects
- Problem Solving
- Research
- Confidentiality
- Deadline-Driven & Organized
- Detail Oriented
- Cross-Team Collaboration
- First Aid Certified
- CPR Certified

BETHANY JANSSEN

WARRANTY COORDINATOR

PROFILE

Bethany brings over a decade of accounting and financial operations experience to her role as Warranty Coordinator at Surge Resources. With a career grounded in meticulous reconciliation, documentation, and client service, Bethany offers a detail-oriented and organized approach to managing warranty processes and customer support initiatives.

Prior to joining Surge Resources, Bethany held key accounting roles in family office environments, where she was responsible for full-cycle accounting processes, balance sheet reconciliations for multiple entries, financial reporting, and tax preparation support. Her extensive background in managing complex data and maintaining accurate records ensures a smooth, efficient experience for both internal teams and clients.

WORK EXPERIENCE

Surge Resources, LLC

JULY 2024 - PRESENT

Lead Accountant

Little Rock, AR

- Monthly reconciliation of balance sheet accounts for several entities including reconciliation of cash and investment accounts, K1 reconciliations, intercompany activity, payables, and receivables.
- Various types of journal entries - equity entries, cash entries, K1 activity, payables, receivables, intercompany.
- Preparation of financial statements, cash reports, investor summaries, distribution notices, and capital calls.
- Review tax notices received and research returns - pull documentation and prepare responses to government entities.
- Pull financials into workpapers for tax preparers and manage annual franchise tax filings.

CMSI

NOVEMBER 2018 - JULY 2024

Staff Accountant - Family Office

Little Rock, AR

- Completed monthly reconciliation of balance sheet accounts for approximately 45 entities, including approximately 55 bank and investment accounts, intercompany activity, payables, and receivables.
- Kept various types of journal entries which included equity entries, cash entries, K1 activity, payables, receivables, intercompany, etc.
- Prepared monthly and quarterly financial statements, monthly cash reports, and investor summaries sent with distributions or capital calls.
- Additional services performed included: A/P & A/R: enter payables, cut checks, enter receivables, send invoices, deposit receipts, outgoing 1099 prep, incoming 1099 reconciliation.



WORK EXPERIENCE

- Reviewed tax notices received and researched returns - pulled documentation and prepared responses to government entities.
- Pulled financials into workpaper for tax preparers and managed annual franchise tax filings.
- Kept private books for the company owners and family which included household expenses, investment information, etc.

Stephens, Inc.

MAY 2013 - NOVEMBER 2018

Accounts Payable Specialist - Family Office

Little Rock, AR

- Completed monthly reconciliation of balance sheet accounts for approximately 10 entities, including bank and investment accounts, intercompany activity, payables, and receivables.
- Prepared monthly and quarterly financial statements, weekly cash reports, and monthly sales/use tax filings.
- Kept private books for the company owner as part of a larger family office team which included management of household expenses, investment information, etc.



CORY DAVIS

PRESIDENT

EDUCATION

2023

HARVARD BUSINESS SCHOOL

- Foundations of Private Equity and Venture Capital

2016 - 2018

HARVARD BUSINESS SCHOOL

- Owner/President Management Program (OPM 52)

1998 - 2000

**UNIVERSITY OF ARKANSAS
LITTLE ROCK**

- BS, Environmental Management

1996 - 1997

**UNIVERSITY OF ARKANSAS
COSSATOT**

- AAS, Environmental Safety Technology

KEY SKILLS

- Business Strategy
- Team Development
- Business Development
- Communication
- Problem Solving

PROFILE

Cory retired as Chief Executive Officer of CTEH and Executive Vice President of Montrose Environmental Group, Inc. after a 22-year career with the organization. He has experience in leadership, business management, business development, crisis management, disaster recovery and the comprehensive practice of industrial hygiene to include environmental, health, and safety. Cory's consulting work consists of helping companies and communities recover from natural and manmade disasters.

WORK EXPERIENCE

Surge Resources Group
President

2022 - PRESENT

WCD Consulting, Inc.
Self Employed Consultant and Investor

2022 - PRESENT

- Market Place Shopping Center, LLC
- P4 Realty Partners, LLC
- Davis Wagyu Farms
- Infinite Genomics
- Alleviant Health Centers
- Stonehenge Technology Labs/Stopwatch
- 11501 Huron Properties, LLC
- 818 Izard, LLC
- Rodney Parham Building Company, LLC
- Kanis Road Building Company, LLC
- Temperance Hill Square, LLC
- 11311 Arcade Drive, LLC
- BankLabs, Inc.
- Local Bank

**Center for Toxicology and
Environmental Health, LLC (CTEH)**

2000 - 2022

<https://cteh.com/>

2021-2022, CEO

2012-2020, Principal Consultant, Senior Vice

President/Partner

- Lead all CTEH operations to include Emergency Response, Disaster Recovery, Safety, Environmental and Industrial Hygiene Divisions

2010-2012, Vice President of Operations/Partner

2004-2010, Manager, Toxicology Emergency Response Program

2003-2004, Industrial Hygienist I

2000-2003, Industrial Hygienist II



WORK EXPERIENCE

Montrose Environmental Group (MEG on NYSE)

2021-2022

<https://montrose-env.com/>

Executive Vice President

BOARD EXPERIENCE

2023-PRESENT - E3 Environmental, *Board Member*

<https://E3Enviro.com>

2021-PRESENT - Infinite Genomics, *Board Member*

<https://www.InGenlabs.net/>

2020-PRESENT - Alleviant Health Centers, *Board Member*

<https://alleviant.com>

2019-2022 - Spill Control Association of America (SCAA), *Board Member*

<http://www.scaa-spill.org>

2012-2020 - CTEH LLC, *Board Member*

<https://cteh.com/>



TIM MCCOY

VICE PRESIDENT/PROGRAM MANAGER

EDUCATION

1978-1980

MARSHALL UNIVERSITY

- Business Administration

SKILLS

- Project Management
- Time Management
- Construction Management
- Industry Knowledge
- Communication
- Problem Solving
- Leadership

PROFILE

Tim began his career in his home state of West Virginia in 1977, while owning and operating multiple coal business service companies and owning and operating coal mines. As an employer of hundreds of people in the coal industry, Tim developed an extensive skillset in project management, time management, communication, problem solving, and leadership through his years of dedicated work in the coal industry. These skills carry over perfectly into the Disaster Recovery industry. Tim is always up for a challenge and knew that he wanted to expand his horizons beyond the coal industry. When Hurricane Katrina hit Louisiana, he was moved to help in any way that he could. From 2005 onward, Tim has been heavily engaged in multiple FEMA and CDBG-DR funded projects developed to help communities recover after natural disasters. Recently, Tim has been involved in both the PRDOH Hurricane Maria and 2019/2020 Earthquake CDBG-DR Housing Programs.

RELEVANT EXPERIENCE

Hurricane Katrina & Hurricane Rita, 2005 2005 - 2006

New Orleans, LA - New Orleans Parish, Jefferson Parish, City of Mandeville, St. Bernard Parish

- FEMA Program
- Partnered with Hard Rock Construction of New Orleans
- Contract amount of \$63 million for drainage projects and initial recovery efforts.

Hurricane Gustav & Hurricane Ike, 2008 2008 - 2009

New Orleans, LA - St. John the Baptist Parish, Terrebonne Parish

- FEMA Program
- Partnered with EMR of Lawrence Kansas
- Completed drainage projects and initial recovery efforts.

BP Deepwater Horizon Oil Spill, 2010 2010 - 2011

Macondo Prospect in the Gulf of Mexico

- Partnered with CTEH
- Provided over 800 safety officers, 8 miles of boom, and 10 high speed boats for air, water, and soil testing and monitoring.

Alabama & Missouri Tornadoes, 2011

Tuscaloosa, AL & Joplin, MO

2011

- FEMA Program
- Partnered with EMR of Lawrence Kansas
- Completed asbestos abatement to assist with initial recovery efforts.

Louisiana Floods, 2016 2016-2017

Baton Rouge, LA & Surrounding Areas

- FEMA STEP program titled, Louisiana Shelter in Place Home Restoration.
- Partnered with Lemoine Construction.
- Assisted with initial recovery efforts on a total of 660 homes.

South Carolina Disaster Recovery, 1000-Year Flood, Hurricane Matthew, & Hurricane Florence - 2015, 2016, & 2018 2017-2023

RELEVANT EXPERIENCE

Eastern South Carolina

- CDBG-DR Housing Program
- Partnered with Thompson Construction Group, Inc.
- Managed long-term recovery efforts through the completion of Reconstruction, MHU Replacement, and Rehabilitation projects.

West Virginia Rise Program, 1000-Year Flood - 2016

2018-2023

- CDBG-DR Housing Program
- Partnered with Thompson Construction Group, Inc.
- Managed long-term recovery efforts through the completion of Reconstruction and MHU Replacement projects.

North Carolina Office of Recovery and Resiliency, Hurricane Matthew - 2016

2018-2022

- CDBG-DR Housing Program
- Partnered with Thompson Construction Group, Inc.
- Managed long-term recovery efforts through the completion of Reconstruction, MHU Replacement, and Rehabilitation projects.

Texas DAHLR Program, Hurricane Harvey - 2017

2018

Houston, TX

- FEMA Program
- Partnered with Thompson Construction Group, Inc.
- Managed initial recovery efforts associated with Rehabilitation projects.

Texas PREPS Program, Hurricane Harvey - 2017

2017-2018

Houston, TX

- FEMA Program
- Partnered with Thompson Construction Group, Inc.
- Managed STEP (Sheltering & Temporary Essential Power) Repair projects.

Texas GLO Hurricane Harvey Homeowner Assistance Program, Hurricane Harvey - 2017

2018-2020

Houston, TX

- CDBG-DR Housing Program
- Partnered with Thompson Construction Group, Inc.
- Managed long-term recovery efforts through the completion of Reconstruction and Rehabilitation projects.

City of Houston Housing and Community Development Department, Home Repair Program, Hurricane Harvey - 2017

2018-2023

- CDBG-DR Housing Program
- Partnered with Thompson Construction Group, Inc.
- Managed long-term recovery efforts through the completion of Reconstruction projects.

RELEVANT EXPERIENCE

Puerto Rico Department of Housing, Hurricane Maria - 2017 and the Earthquakes of 2019 & 2020

2019-2024

- CDBG-DR Housing Program
- Partnered with Thompson Construction Group, Inc.
- Managed long-term recovery efforts through the completion of Reconstruction, Demolition, Historic, and Rehabilitation projects.

Florida Department of Commerce, Hurricanes Irma & Michael - 2017 & 2018 South Florida & the Panhandle

2020-2022

- CDBG-DR Housing Program
- Partnered with Thompson Construction Group, Inc.
- Managed long-term recovery efforts through the completion of Reconstruction, MHU Replacement, and Rehabilitation projects.

Alabama HRAP Recovery Housing Program, Hurricane's Sally & Zeta - 2020 Coastal Alabama

2023-2024

- CDBG-DR Housing Program
- Partnered with Thompson Construction Group, Inc.
- Managed long-term recovery efforts through the completion of Reconstruction, MHU Replacement, and Rehabilitation projects.

Hurricane Milton Rapid Relief - Mission 4427

2024

Bradenton, FL

- Surge Resources Partnered with LEMOINE.
- Provided Vacuum Truck Services in support of Hurricane Milton immediate clean-up efforts.

Hurricane Helene - Duke Energy Man-Camp

2024

Greenville/Spartanburg, SC

- Surge Resources Partnered with RES.
- Provided Temporary Housing/set up a man-camp to house Duke Energy employees while they worked to restore power throughout the Greenville/Spartanburg area in the immediate aftermath of Hurricane Helene.

Hurricane Ian - Volusia County - Transform386 CDBG-DR Program

2025 - PRESENT

Volusia County, FL

- Surge Resources Partnered with LEMOINE.
- Family repair and replacement for Volusia County Florida residents whose homes were damaged by Hurricane Ian.



EDUCATION

North Carolina State University,
1996-1999
Degree in Physics

SKILLS

- CDBG-DR / Mitigation
- Federal & Regulatory Compliance
- Project & Operations Management
- Case Management & Process Improvement
- Construction Estimating (Xactimate)
- Historic Preservation (15+ Years)
- Team Leadership
- Staff Development
- Damage Assessment & Quality Control
- Policy Creation & Program Optimization

ERIK MILLUSH

VP OF CONSTRUCTION

PROFILE

Erik is an experienced construction and disaster recovery professional with over 25 years of success leading complex, multimillion-dollar projects across the residential, commercial, and institutional sectors. He is recognized for providing operational leadership, regulatory expertise, and cross-functional team management with a proven track record in CDBG-DR/MIT programs, federal compliance, and historic preservation. Erik has a strong ability to deliver on time and within budget, while ensuring full adherence to policies and procedures.

RELEVANT EXPERIENCE

HORNE, LLP

JULY 2022 - MARCH 2025

Puerto Rico Department of Housing, Hurricane Maria in 2017 and the Earthquakes of 2019 & 2020

Operations Manager, PR CDBG-DR/MIT Programs

San Juan, PR

- Oversaw all operations for the nation's largest CDBG-DR/MIT recovery program, managing thousands of cases.
- Designed and implemented a Historic Preservation program ensuring restoration of 500+ historic homes, meeting all federal and local compliance standards.
- Developed regulations and processes to maximize efficiency and compliance for 4000+ cases

HORNE, LLP

DECEMBER 2021 - JULY 2022

South Carolina Disaster Recovery, 1000-Year Flood, Hurricane Matthew, & Hurricane Florence - 2015, 2016, & 2018

Damage Assessor

Columbia, SC

- Conducted detailed damage assessments on residential structures following major disasters.
- Produced accurate cost estimates using Xactimate to guide repair efforts.
- Performed construction inspections to verify compliance with R3 program protocols and federal guidelines.

ELM Construction

JUNE 2001 - PRESENT

Owner

Wilmington, NC

- Founded and operated a consulting and construction company specializing in residential, commercial, and institutional projects across the Carolinas.



RELEVANT EXPERIENCE

- Extensive hands-on experience with Historic Property restoration in and out of designated districts, partnering with preservation professionals to salvage or restore historically rated properties.
- Provided contracted project management services for various firms, ensuring quality control, scheduling, and budget adherence on diverse assignments.
- Provided construction services for disaster recovery and rebuilding efforts following seven named tropical storms and hurricanes, including Hurricane Florence, 2018, demonstrating rapid response capabilities, resilience under pressure, and expertise in storm-damage remediation.



RYAN HICKS

DIRECTOR OF SAFETY

SKILLS

- SAP
- Presentation Skills (10+ Years)
- ArcGIS (5 Years)
- Program Management
- Proposal Writing (10+ Years)
- Executive Management (5 Years)
- Environmental (5+ Years)
- Industrial Hygiene (10+ Years)
- Project Management (10+ Years)
- Vendor Management (10+ Years)
- Confined Space (10+ Years)
- Data Collection (10+ Years)
- GIS (10+ Years)
- Documentation (10+ Years)
- Microsoft Excel (10+ Years)
- Management (10+ Years)
- Emergency Response (10+ Years)
- Operations Manager (10+ Years)

CERTIFICATIONS & LICENSES

- Transportation Worker Identification Credential (TWIC) - February 2011 to December 2023
- OSHA 40 Hour HAZWOPER - February 1997 to November 2022
- Tank Car Specialist
- UAV Pilots License - In Progress
- Driver's License

PROFILE

Ryan is an accomplished leader with a diverse environmental background. He has experience training and motivating employees and has a strong desire for self-improvement and self-education coupled with cost savings. Ryan has nearly 30 years of work experience in the construction field with specialties in Emergency Response Services, Industrial Hygiene, Health & Safety, and Industrial Services.

PROFESSIONAL SUMMARY

- Coordinates and performs QA/QC of plans and specifications to ensure completion in accordance with the project scope and appropriate guidelines and manuals.
- Works independently and within multi-discipline teams.
- Engages with technical staff, contractors, and field personnel to complete environmental project tasks and assurance activities.
- Collects, reviews, and organizes data required to complete regulatory submissions/technical reports and provide a critical evaluation of any consultant conclusions and recommendations.

RELEVANT EXPERIENCE

Mid South Environmental Services

JULY 2023 - APRIL 2025

Director of Health and Safety

Little Rock, AR

- Developed and implemented comprehensive environmental health and safety programs to ensure compliance with local, state, and federal regulations.
- Conducted regular inspections of facilities to identify potential hazards and recommended corrective actions.
- Collaborated with cross-functional teams to develop emergency response plans and procedures.
- Performed risk assessments to identify workplace hazards and implement preventive measures.
- Maintained accurate records of incidents, accidents, near misses, and safety-related data for reporting purposes.
- Investigated accidents/incidents to determine root causes and recommended corrective actions to prevent future occurrences.
- Conducted audits of safety policies, procedures, equipment maintenance logs, etc., ensuring compliance with established standards.
- Spearheaded the development of an effective hazard communication program ensuring compliance with OSHA's Hazard Communication Standard.
- Implemented a comprehensive incident reporting system that improved response time and accuracy of data collection.
- Lead the development of a safety policies and procedures manual ensuring alignment with industry standards and regulator requirements.

RELEVANT EXPERIENCE

CTEH

JANUARY 2002 - AUGUST 2022

Environmental Scientist

Little Rock, AR

- Performed duties associated with being a member of the Toxicology Emergency Response Program (TERP). This program responded to rail and chemical emergencies in the United States, Mexico, and Canada.
- Gained extensive knowledge in Emergency Response, Hazard Analysis Related to Tank Cars, OSRO, Industrial Hygiene, Work Site Safety, General Health and Safety, Litigation Documentation, and working with regulatory agencies (EPA, Trans Canada, OSHA, and CALOSHA as well as State Agencies in almost every state).
- Also gained extensive knowledge in the following:
 - Soil, water, and air sampling.
 - Writing, reading, and implementing analysis plans, and industrial hygiene
 - Managing data collection and database management
 - UAS and drone deploy. Drones were used to produce forestry health maps after oil spills.
- Worked with a team to produce GIS maps and real time onsite analysis in helping to make the right decisions.

E3 Environmental

JANUARY 2018 - JULY 2020

Operations Manager

Jackson, MS

- Managed day to day operations of the companies local office, personnel, and business.
- Responded to sensitive environmental emergencies.
- Worked with and managed multiple vendors with the common goal of environmental remediation cleanups .
- Gained extensive experience with drone deploy and ArcGIS.
- Obtained a vast knowledge base on finances and budgets.
- Exhibited attention to detail with a priority on getting projects completed for customers working with state and federal regulators to make sure that all objectives were completed.

E3 Environmental

APRIL 2017 - JANUARY 2018

Project Manager

Little Rock, AR

- Managed projects and responded to environmental emergencies throughout the United States.
- Oversaw database management for specific environmental projects related to GIS and soil analysis.

Boots and Coots

APRIL 1996 - JANUARY 2002

Technician Supervisor and Project Manager

Fort Worth, TX

- Officiated daily office operations and managed projects related to Health and Safety, Emergency Response, and Remediation in the companies downstream services group.

KRISTOPHER FRENCH

DIRECTOR OF QUALITY CONTROL

APPRAISAL TRAINING

Appraisal Institute

- Basic Appraisal Principles
- Basic Appraisal Procedures
- USPAP 15-Hour Course
- Residential Report Writing and Case Studies
- Residential Applications: Using technology to measure and support assignment results.
- Practical Regression using Microsoft Excel.

RELEVANT EXPERIENCE

Ferstl Valuation Services

DECEMBER 2011 - PRESENT

Commercial Real Estate Appraiser

Little Rock, AR

- Estimates the value of commercial properties for various purposes including: sales, financing, taxation, and development.
- Provides consultation services on 3000+ lot inspections pertaining to quality control and bank draws for one of Arkansas' largest home builders - Rausch Coleman Homes.

Goodman Networks

Scoping Engineer

- Built and maintained cell phone towers across the United States.
- Clients included: AT&T, Verizon, Sprint, and T-Mobile

EDUCATION

Fort Lewis College, 2004
Durango, Colorado
Anthropology & Business
Administration

Colorado Timberline Academy,
1999
Durango, Colorado

PROFESSIONAL MEMBERSHIPS

Arkansas State Registered
Appraiser
Certification# SR3704





BRADY DAVIS

DIRECTOR OF IT

EDUCATION

Arkansas Tech University, 2000
Bachelor of Science in Emergency
Administration and Management

SKILLS

- Project Management
- Emergency Management
- Environmental Compliance
- Web Development
- ArcGIS
- Integration
- Mobile Applications
- Data Management
- Software Documentation
- Strategic Planning
- Team Building
- Troubleshooting

LICENSES & CERTIFICATIONS

- OSHA 40-Hour Hazardous Waste Operations and Emergency Response, 2001
- OSHA 500 Trainer Course in Occupational Safety and Health Standards for the Construction Industry, 2000

PROFILE

Brady has more than 15+ years of experience leading technology and data management systems for manmade and natural disasters. His responsibilities include the overall planning, organizing, and execution of all IT functions for our projects. He manages a team of data engineers, software developers, and GIS specialists. Brady and his team have developed systems that eliminate the need for paper forms by utilizing scalable, multi-platform mobile development framework, revolutionizing field data collection. He is always looking for the best technological solution to bring to the field of disaster response and incident management.

RELEVANT EXPERIENCE

CTEH

JANUARY 2001 - APRIL 2025

VP of Technology

Little Rock, AR

Director of Technology

Little Rock, AR

- Developed a technology group around emergency response consulting
- Leveraged technology and data management to establish IT as one of the top three core value propositions of the company.
- Helped revolutionize field data collection by eliminating paper forms utilizing a scalable mobile development framework for multiple platforms.
- Responded to the majority of major US oil spills in the last 15-years where data management was provided as well as GIS support for HS&E aspects.
- Oversaw the corporate IT infrastructure and budget.

IT Specialist

Little Rock, AR

References

REFERENCE 1

[REDACTED]

REFERENCE 2

[REDACTED]

REFERENCE 3

[REDACTED]

September 22, 2025

ATTN: Angie Dunaway
DCR Procurement Director
angela.dunaway@commerce.nc.gov

Subject: Litigation History Letter

Dear Ms. Dunaway,

This letter serves as an affirmation from Surge Resources, LLC that there have been no actual or alleged breaches of contract claimed against us. This letter further affirms that the company has not been involved in any civil or criminal litigation or investigation within the life of the company.

Sincerely,



Tim McCoy
Vice President of Surge Resources, LLC


September 22, 2025

ATTN: Angie Dunaway
DCR Procurement Director
angela.dunaway@commerce.nc.gov

Subject: No Conflict Letter

Dear Ms. Dunaway,

This letter serves as affirmation that Surge Resources, LLC does not have any conflicts of interest in providing the services described in this solicitation.

Sincerely,



Tim McCoy
Vice President of Surge Resources, LLC



Annual Reports

Surge Resources is an entity formed in October 2022. Our ownership has experience in the industry and understands the capital needs of a project such as this. Surge Resources is financially solvent, adequately capitalized, and has the financial resources available to perform and complete work and provide all required warranties as a part of this project. In support of this, we have provided the following information:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

September 11th, 2025

RE: [REDACTED] // Liquidity

To Whom It May Concern -

I hereby confirm [REDACTED] investor status as having liquid assets [REDACTED]

The undersigned certifies that [REDACTED] qualifies as:

An investment advisor registered with the Securities and Exchange Commission.

[REDACTED]

If you have any further questions regarding our client's financials, please contact our team via email at

[REDACTED]

Sincerely,

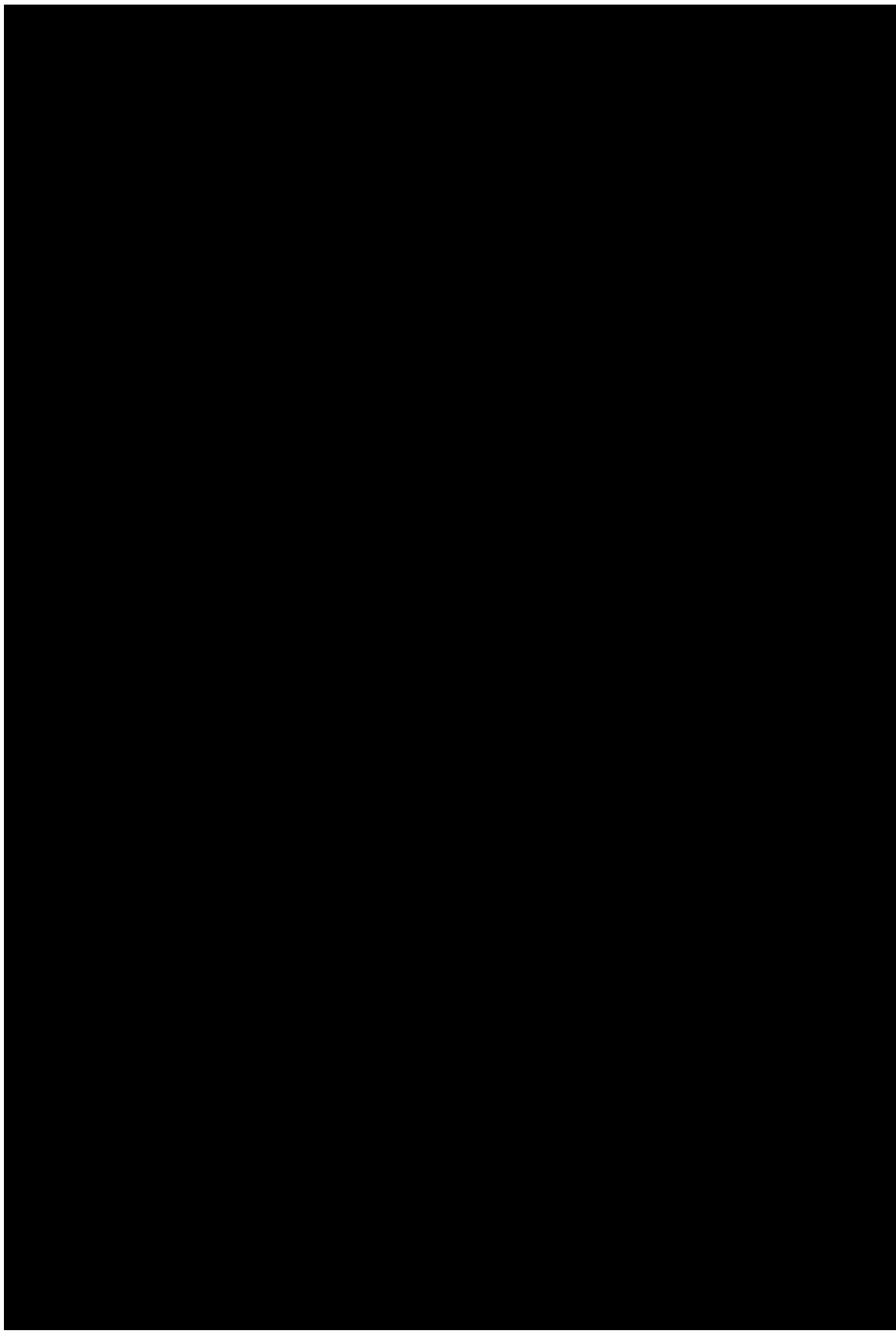
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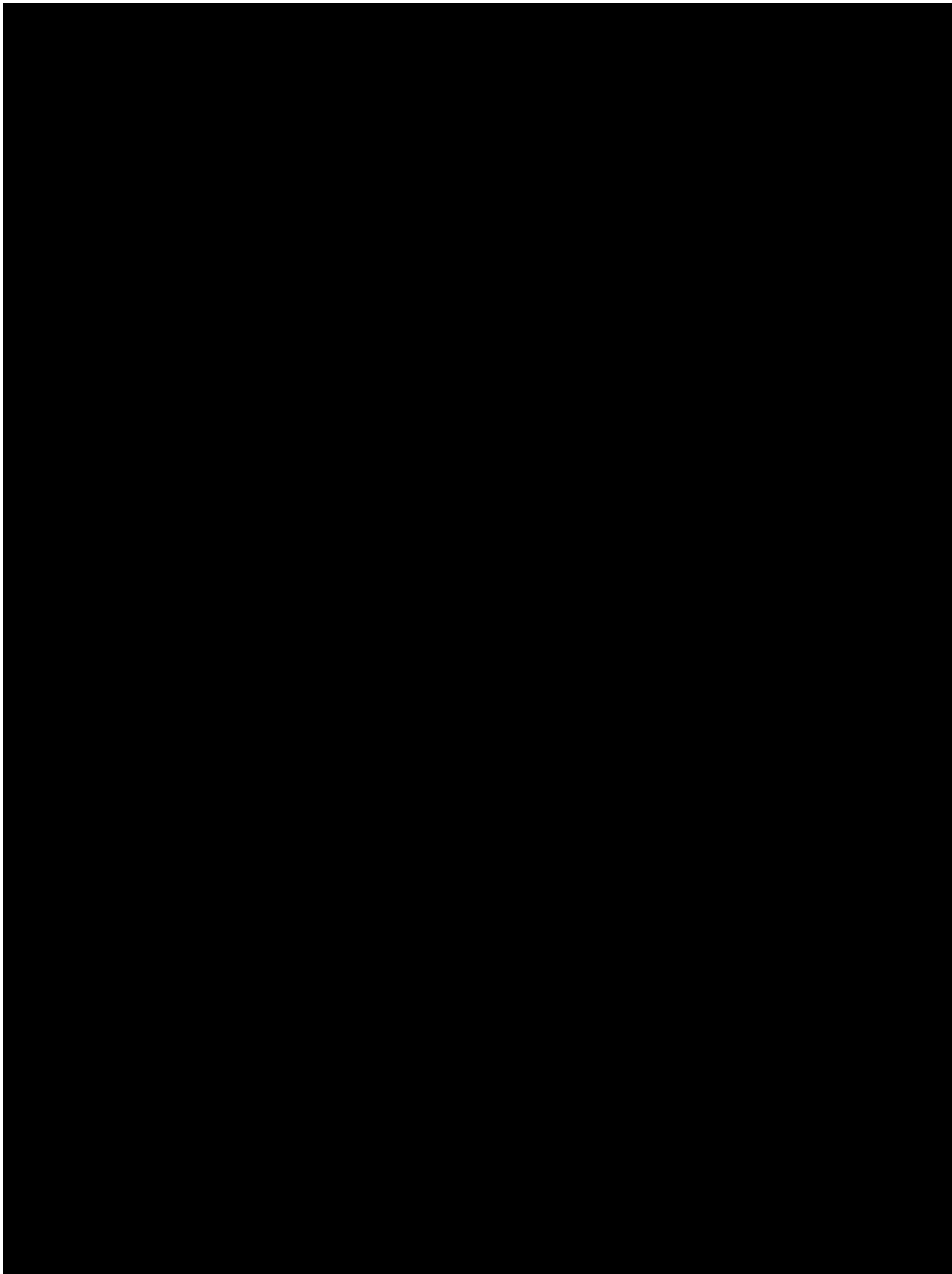
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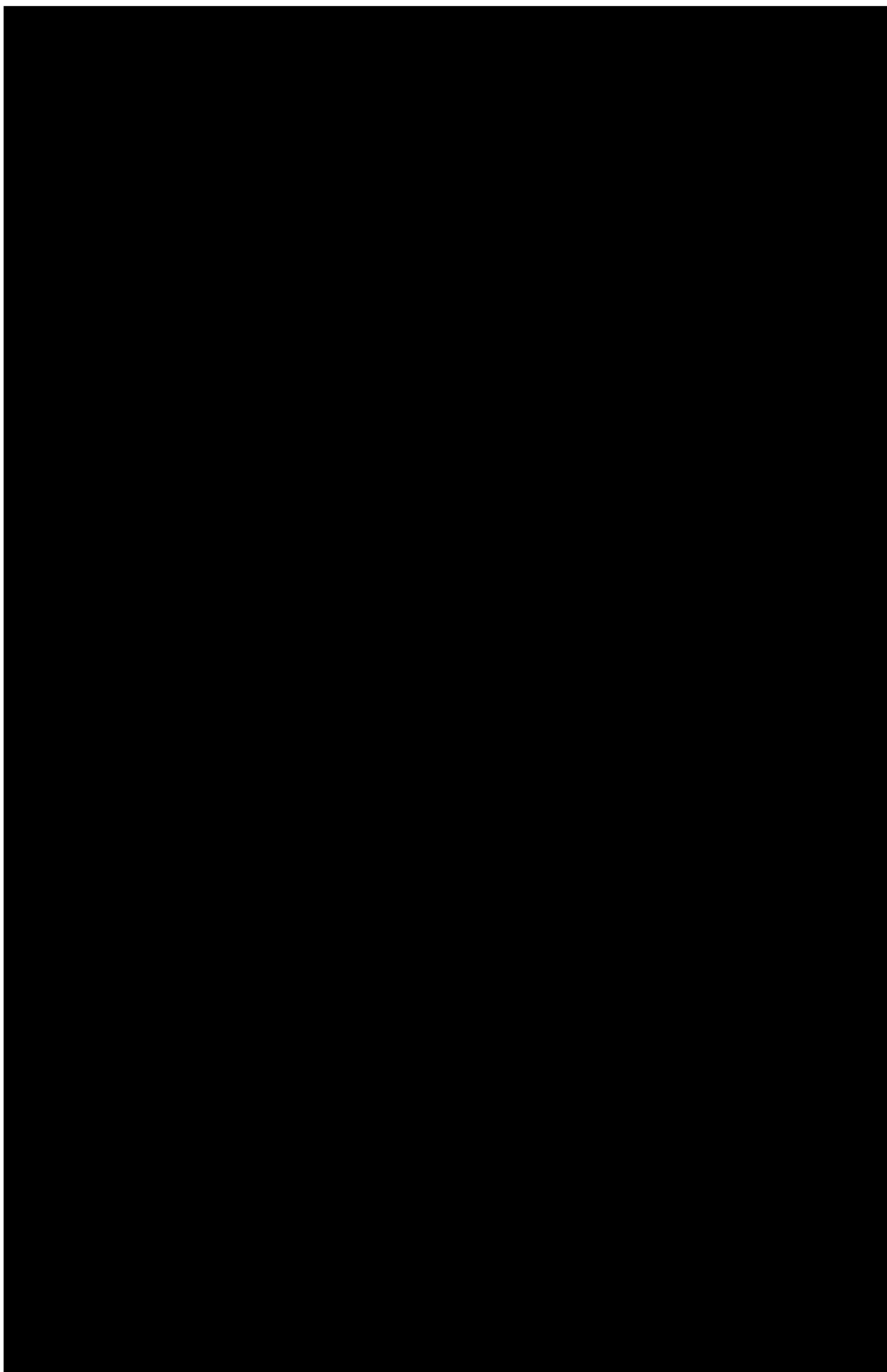
Surge Resources, LLC

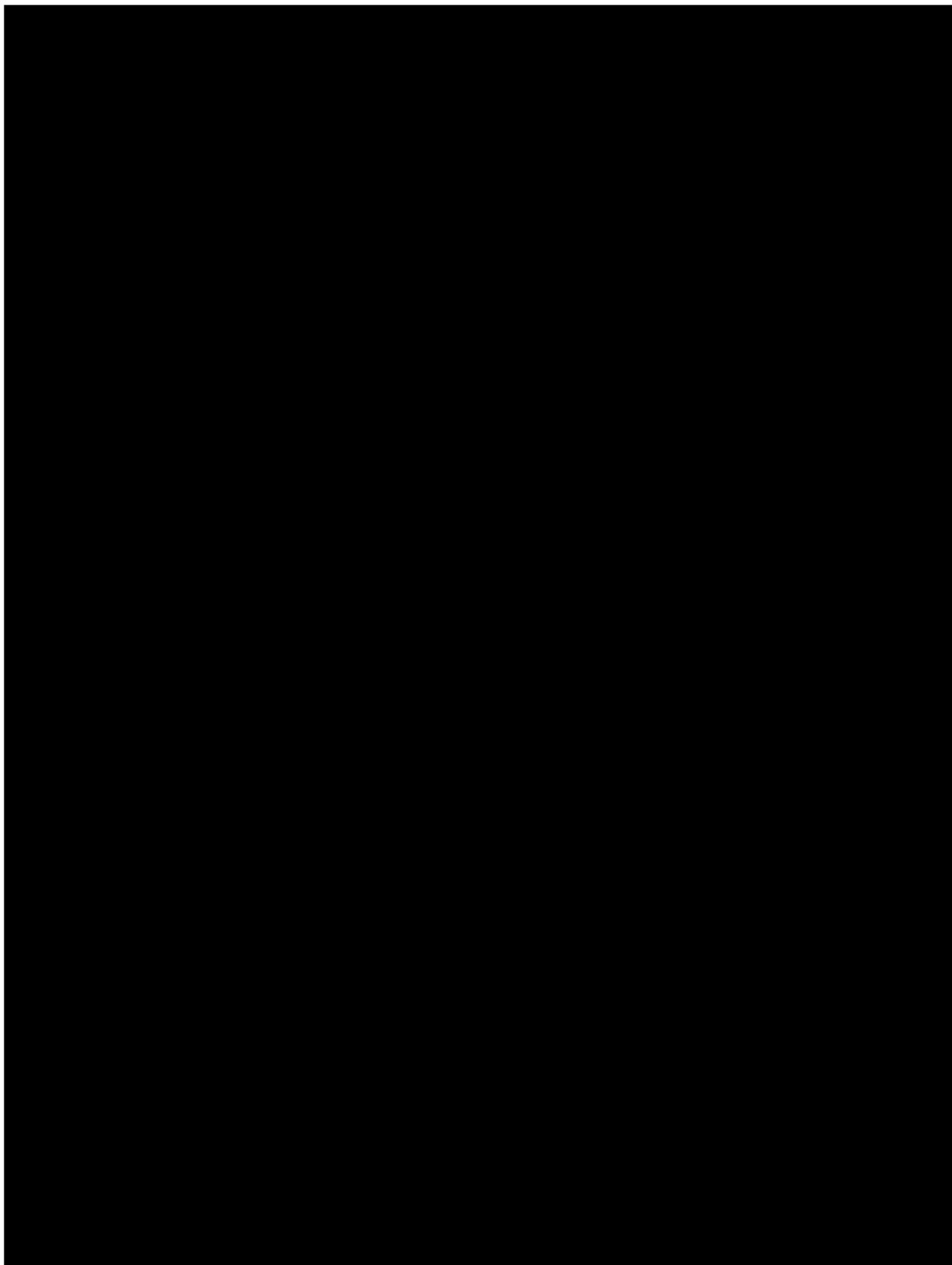
Financial Report

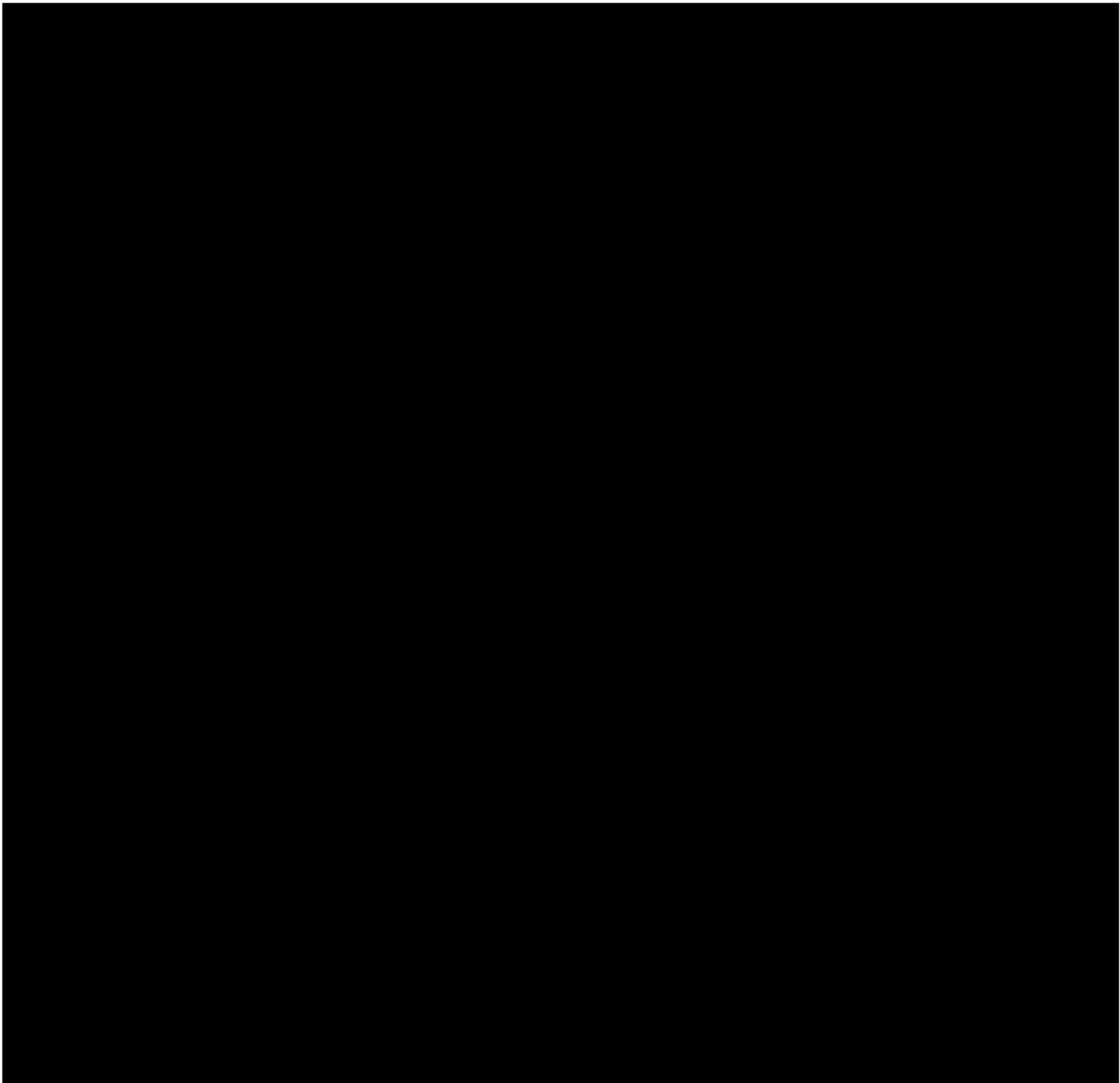
December 2024

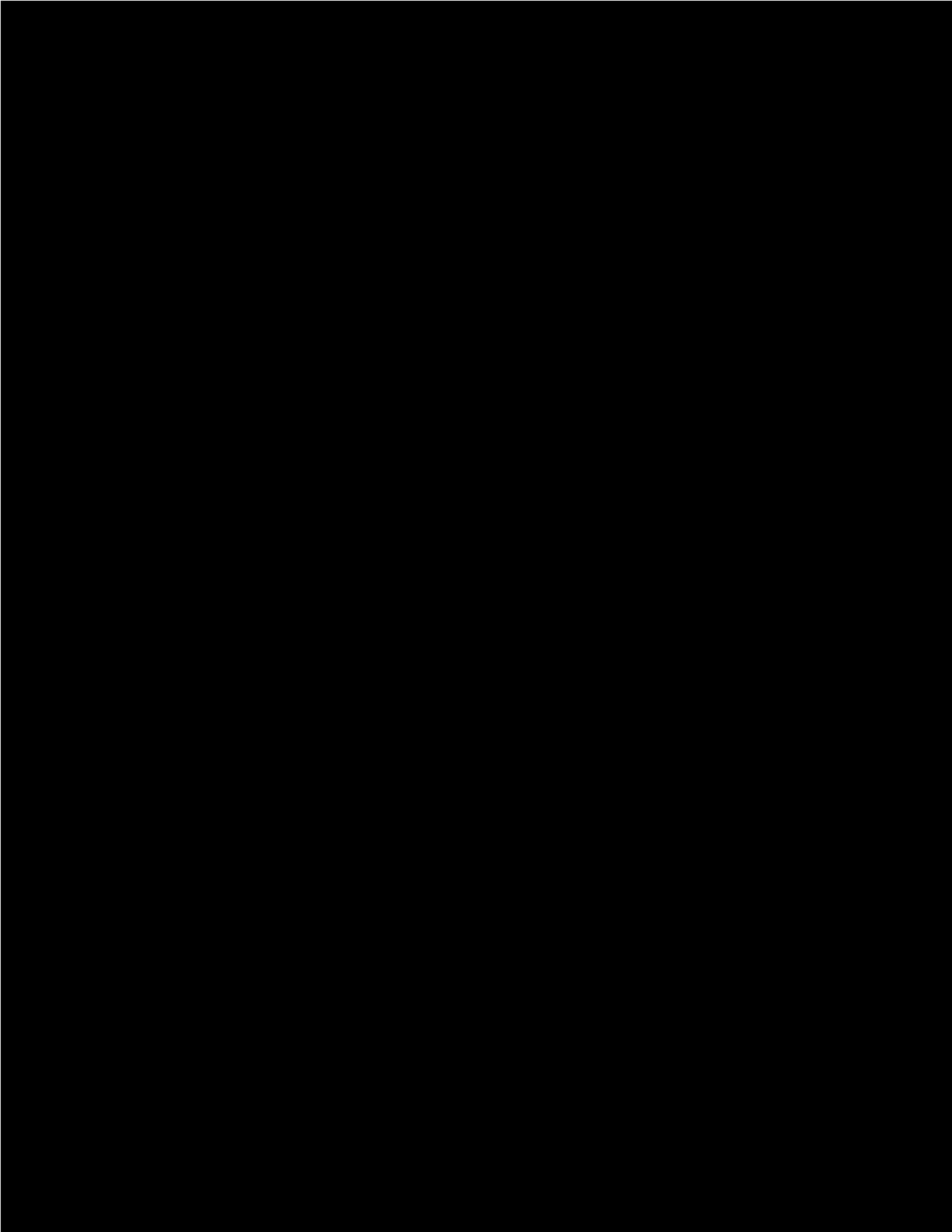


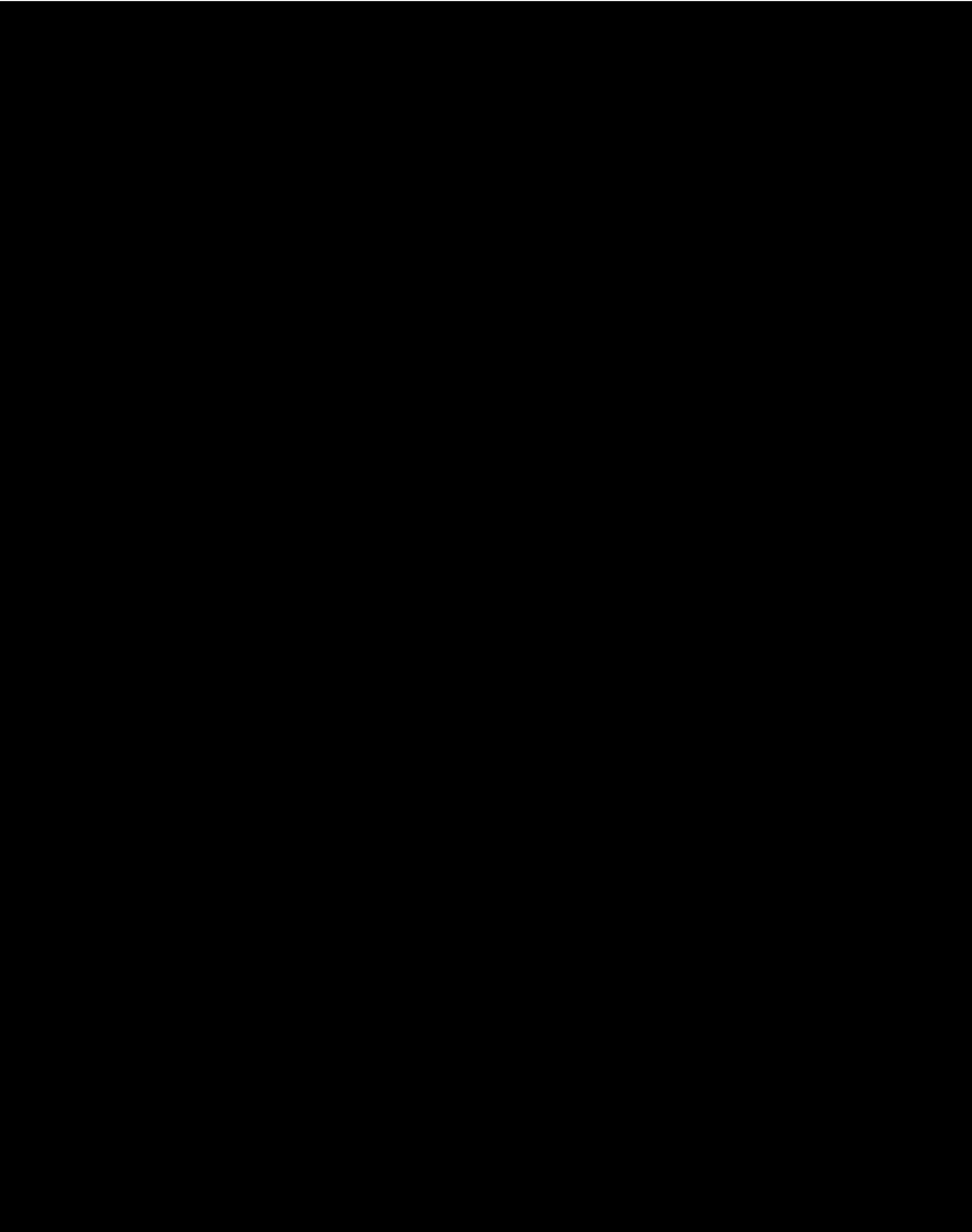


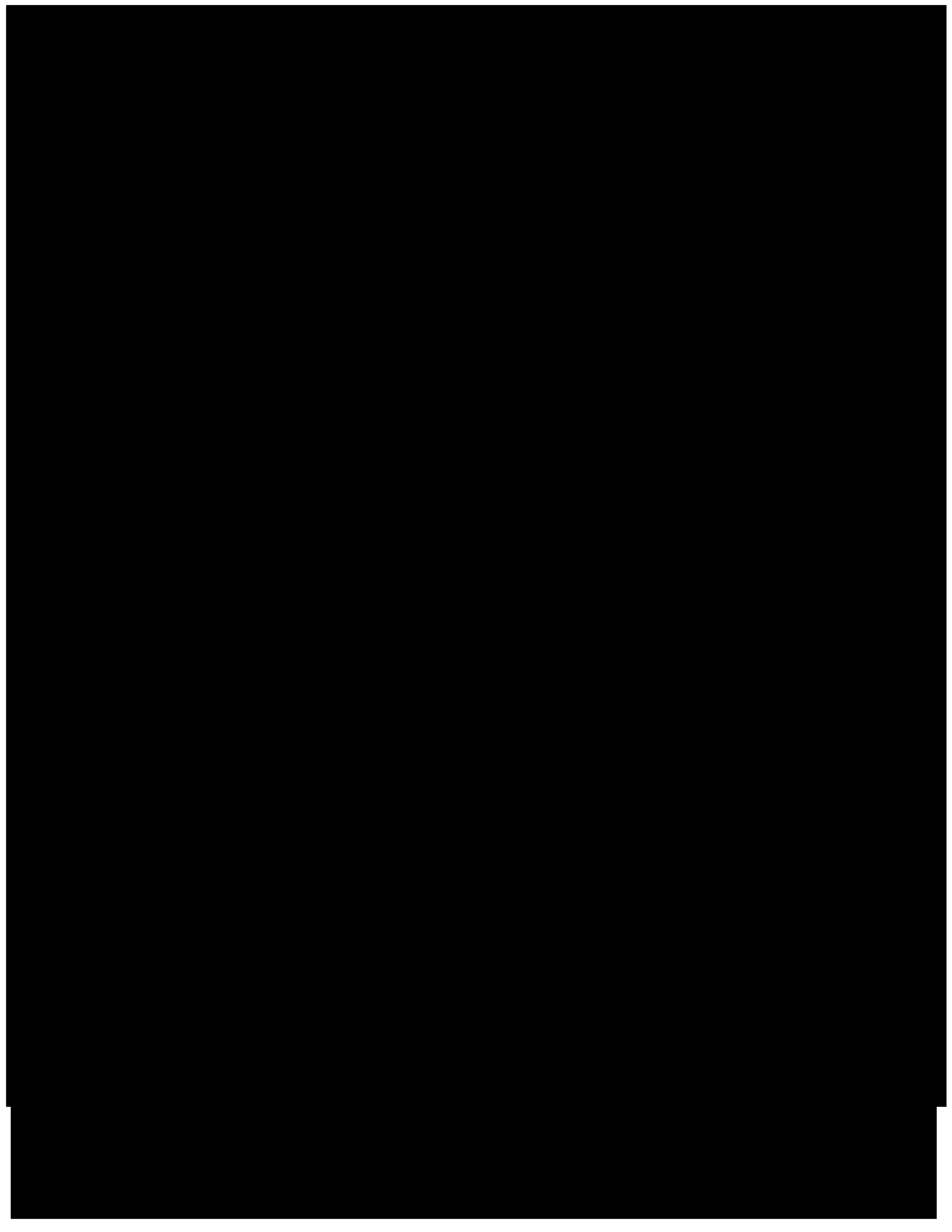


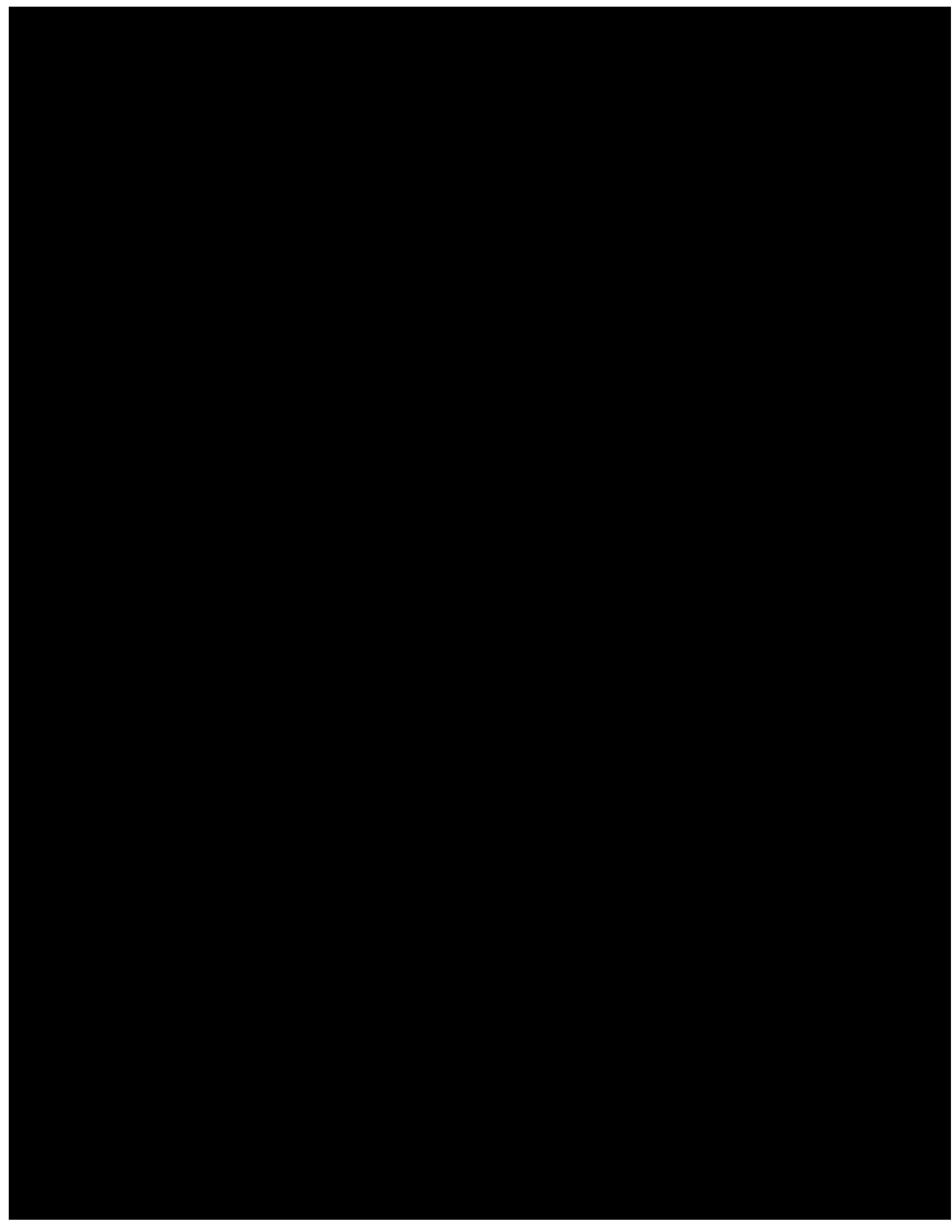


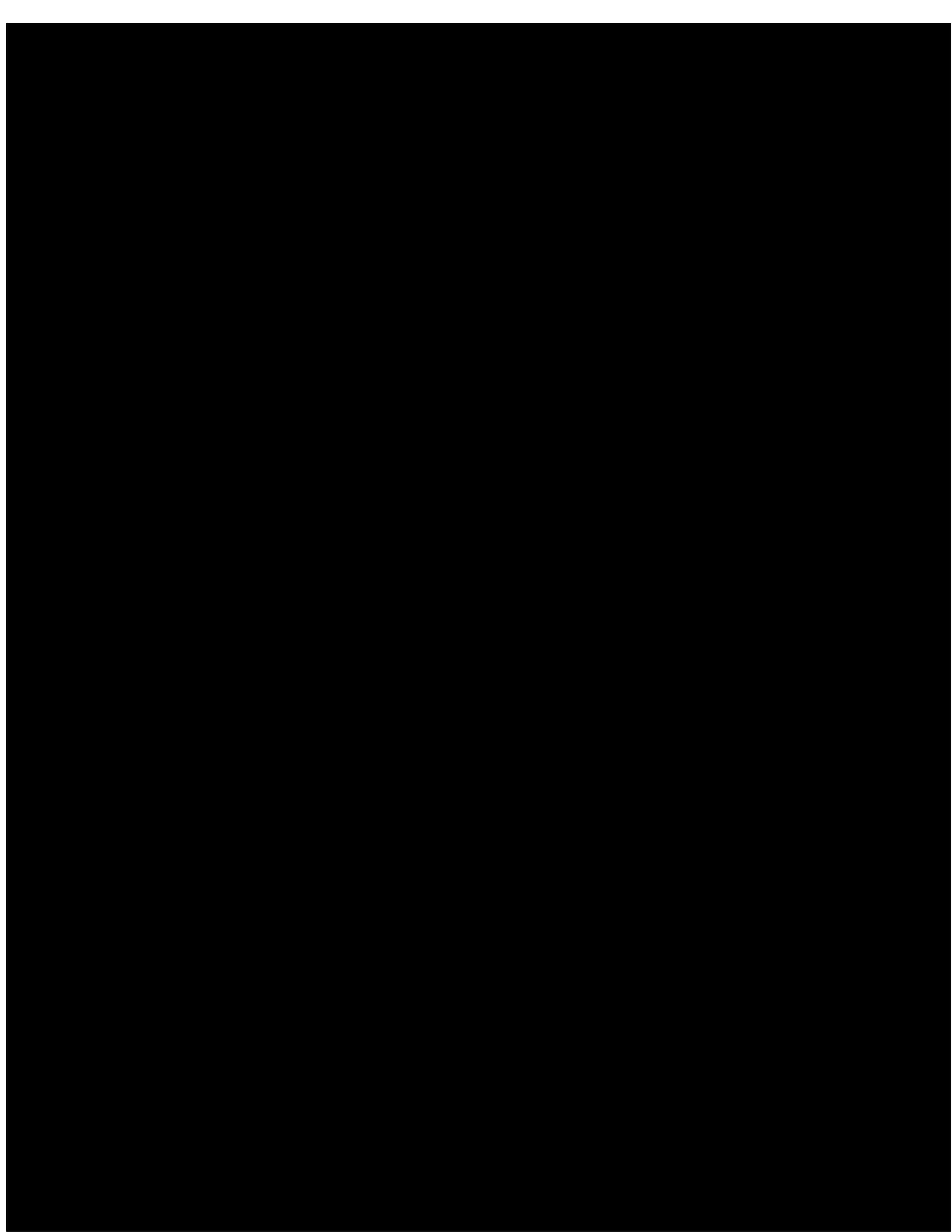


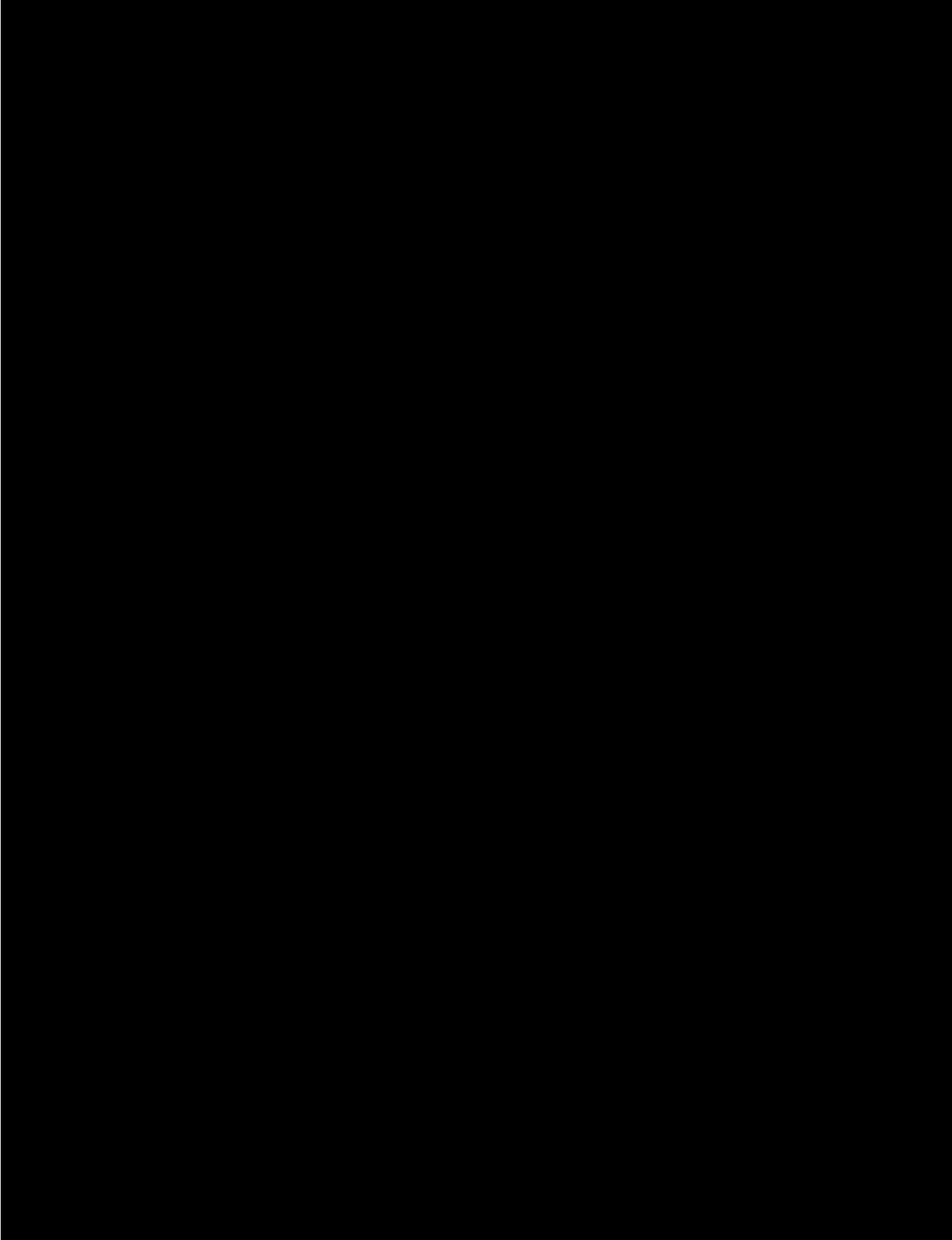


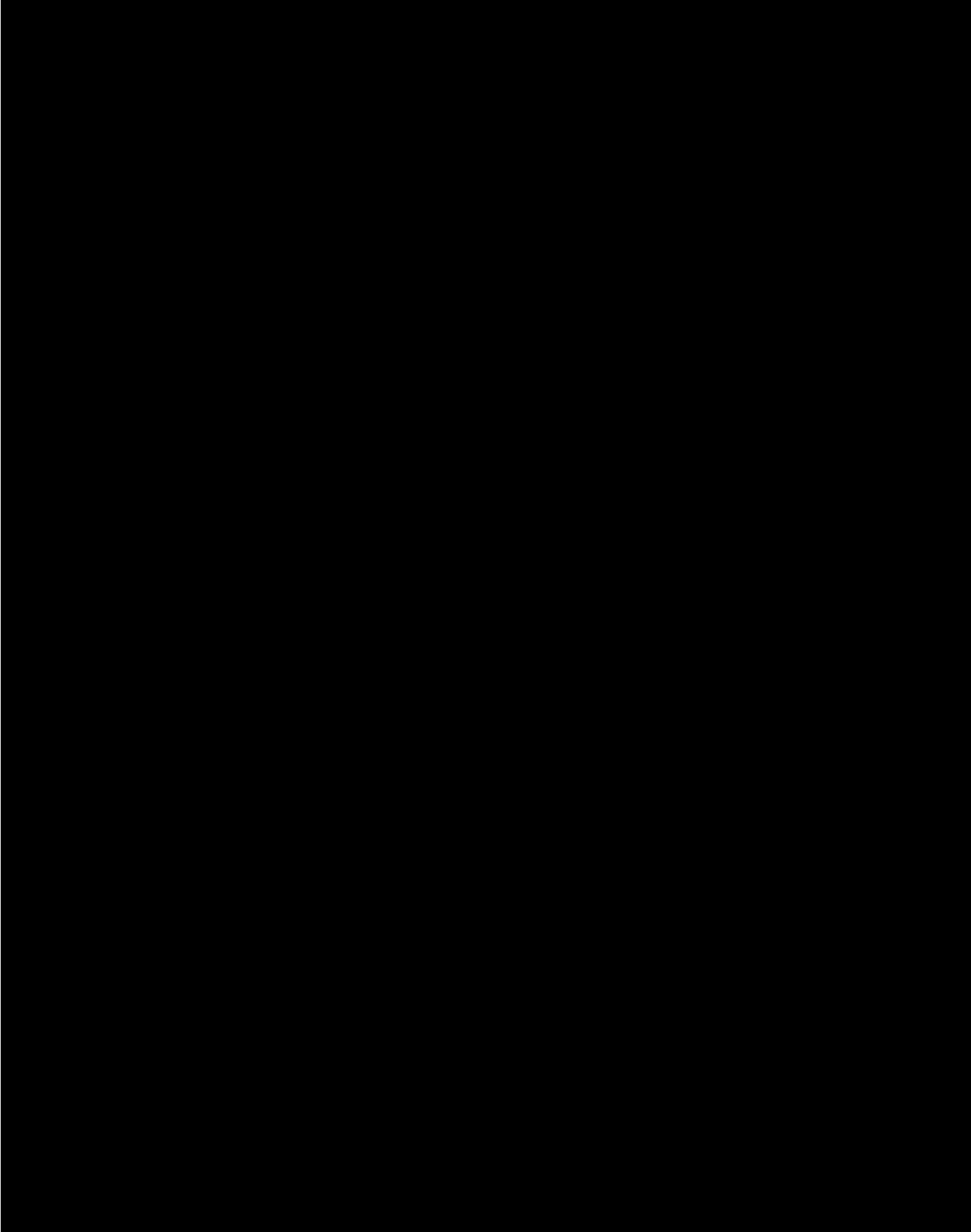


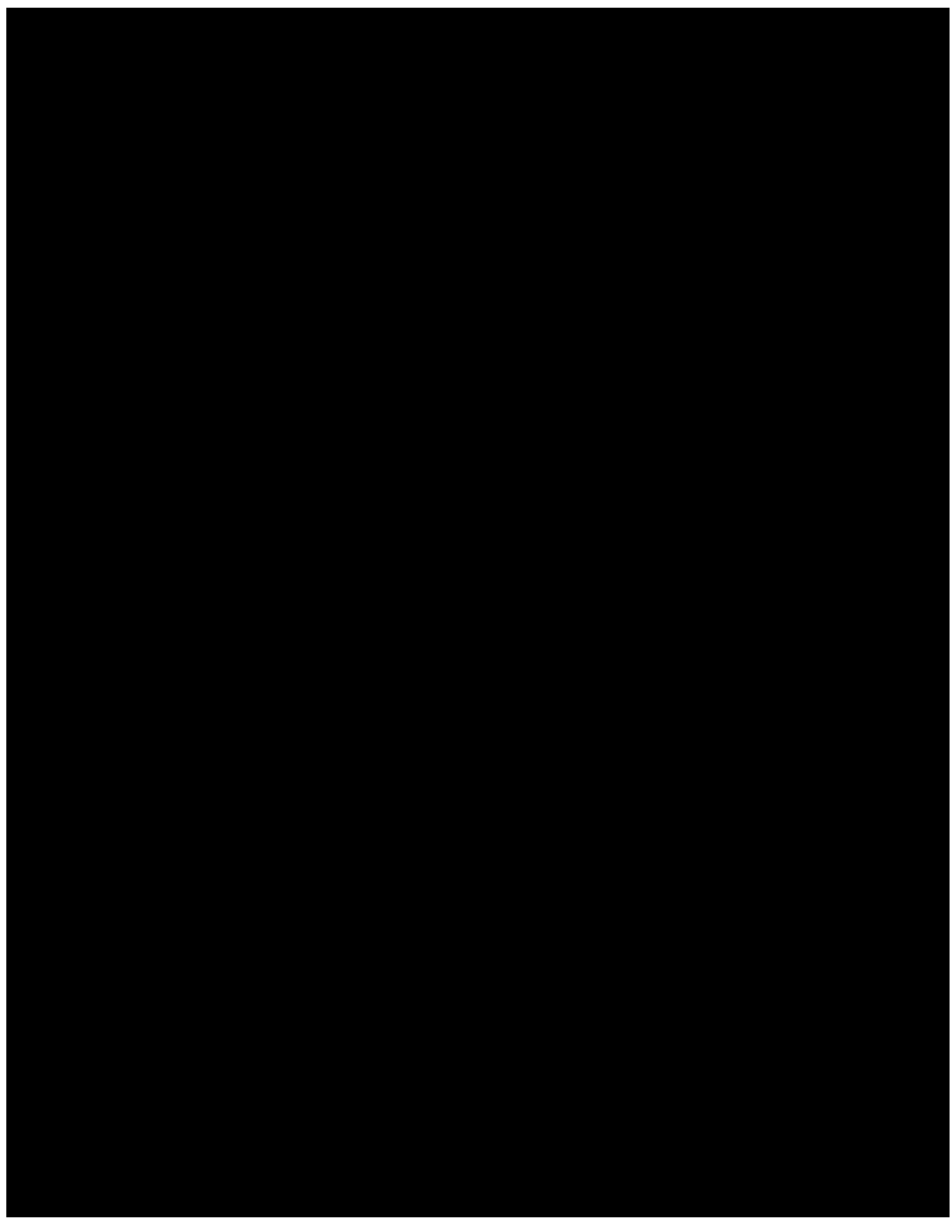


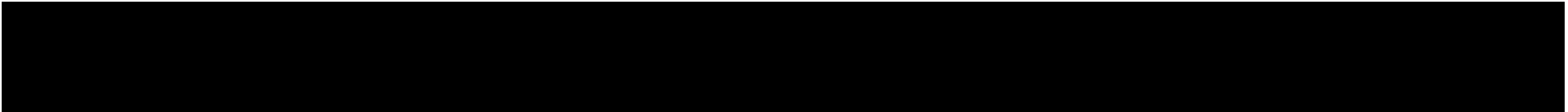
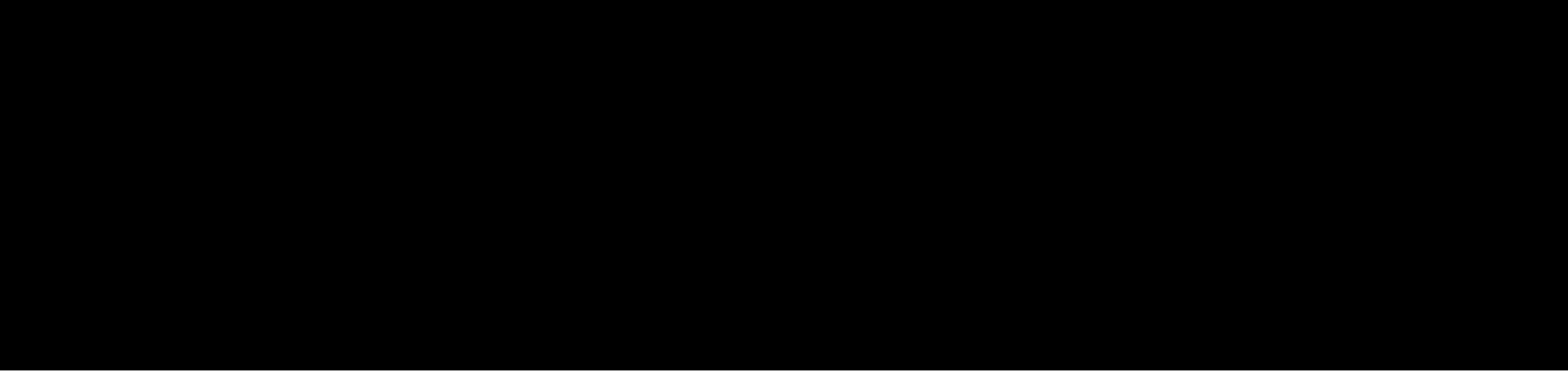


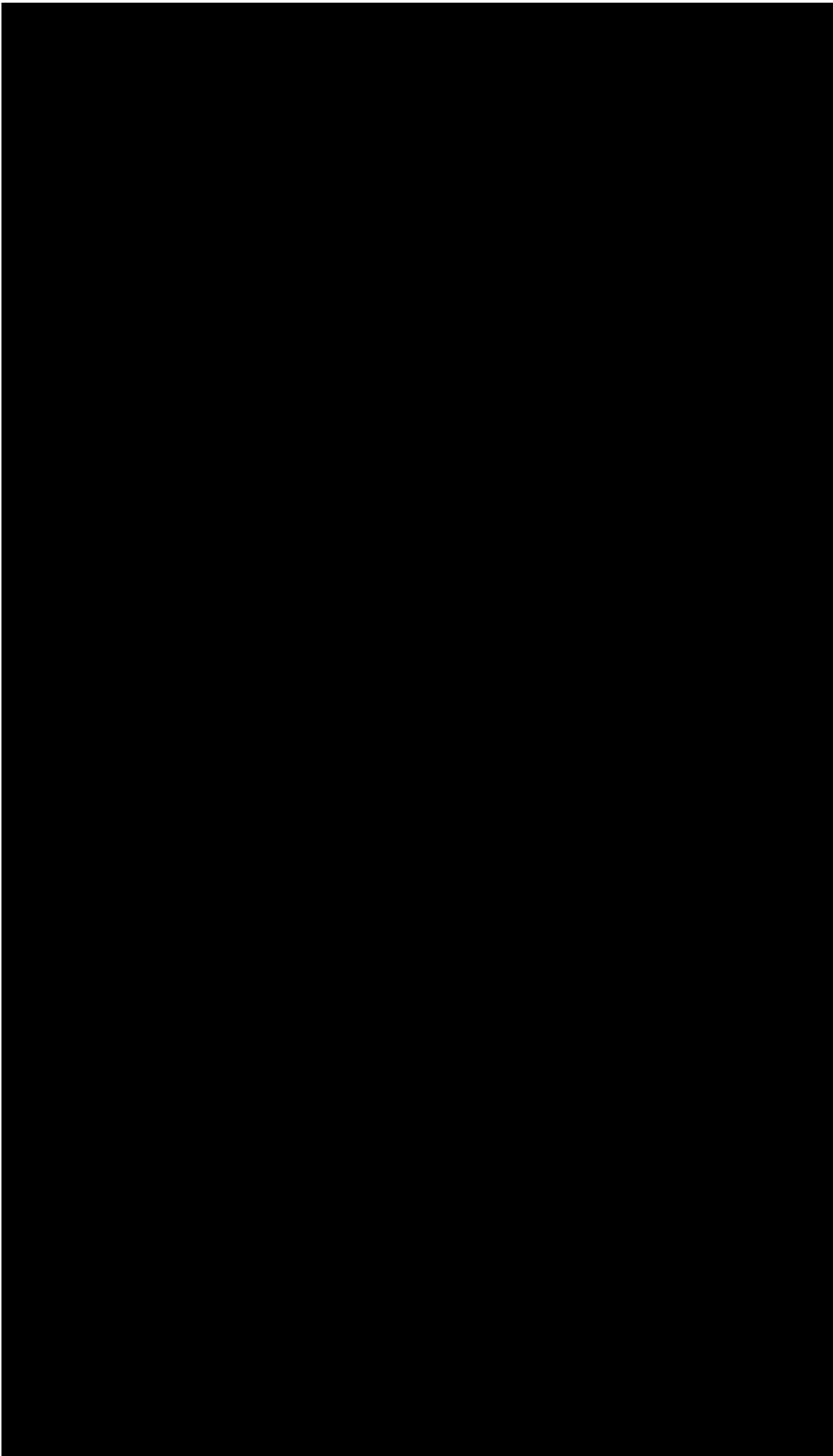


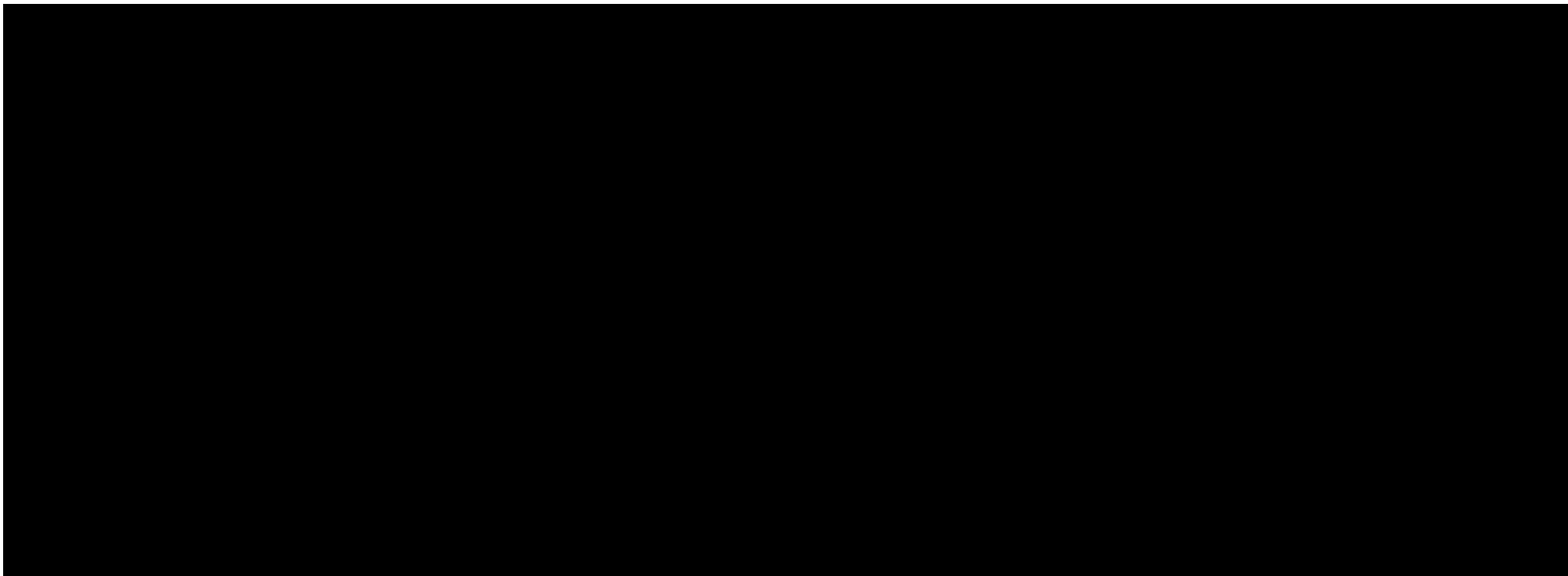


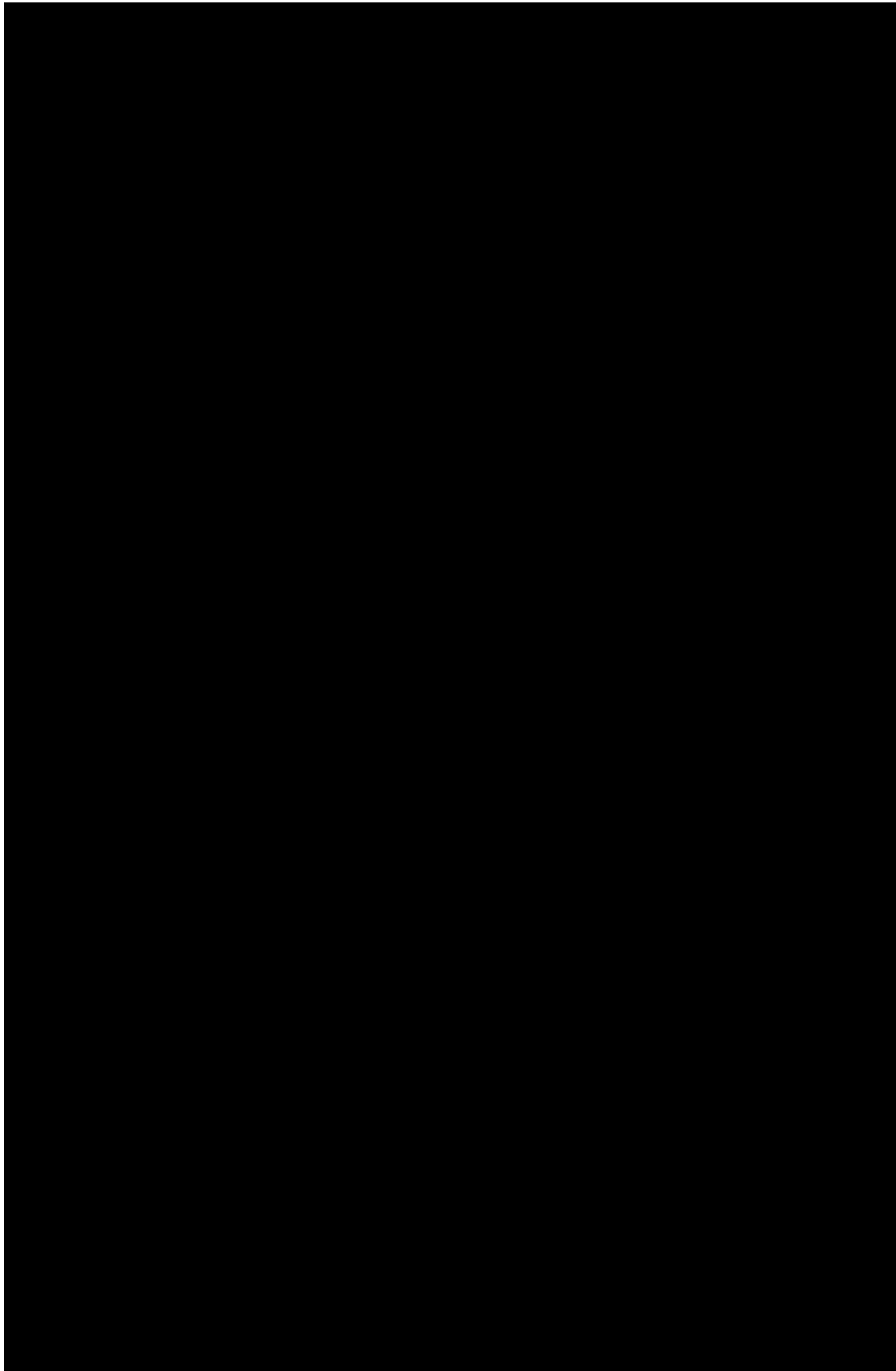


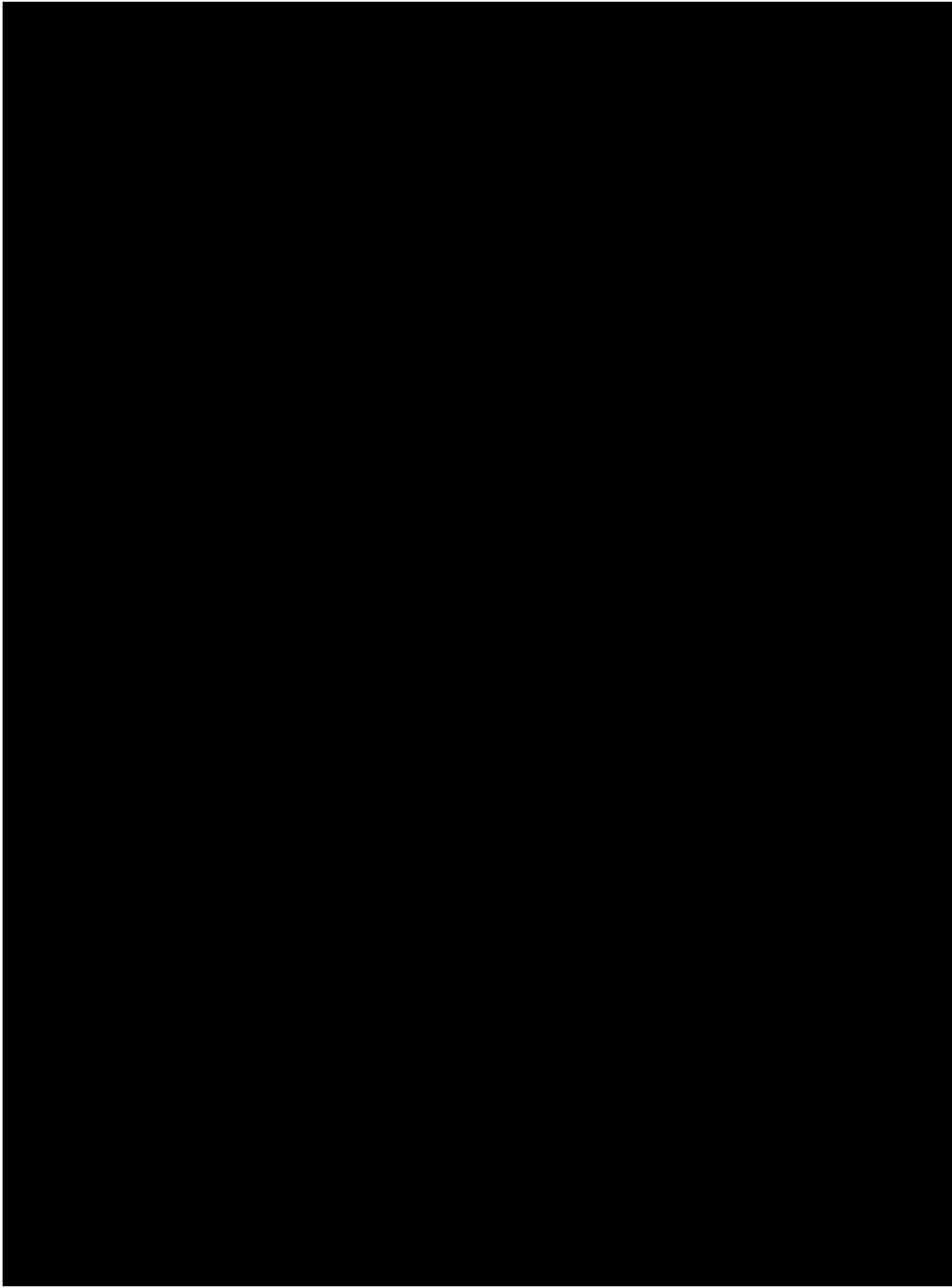












[REDACTED]

[REDACTED]

September 11, 2025

State of North Carolina
Department of Commerce
Division of Community Revitalization

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

To whom it may concern:

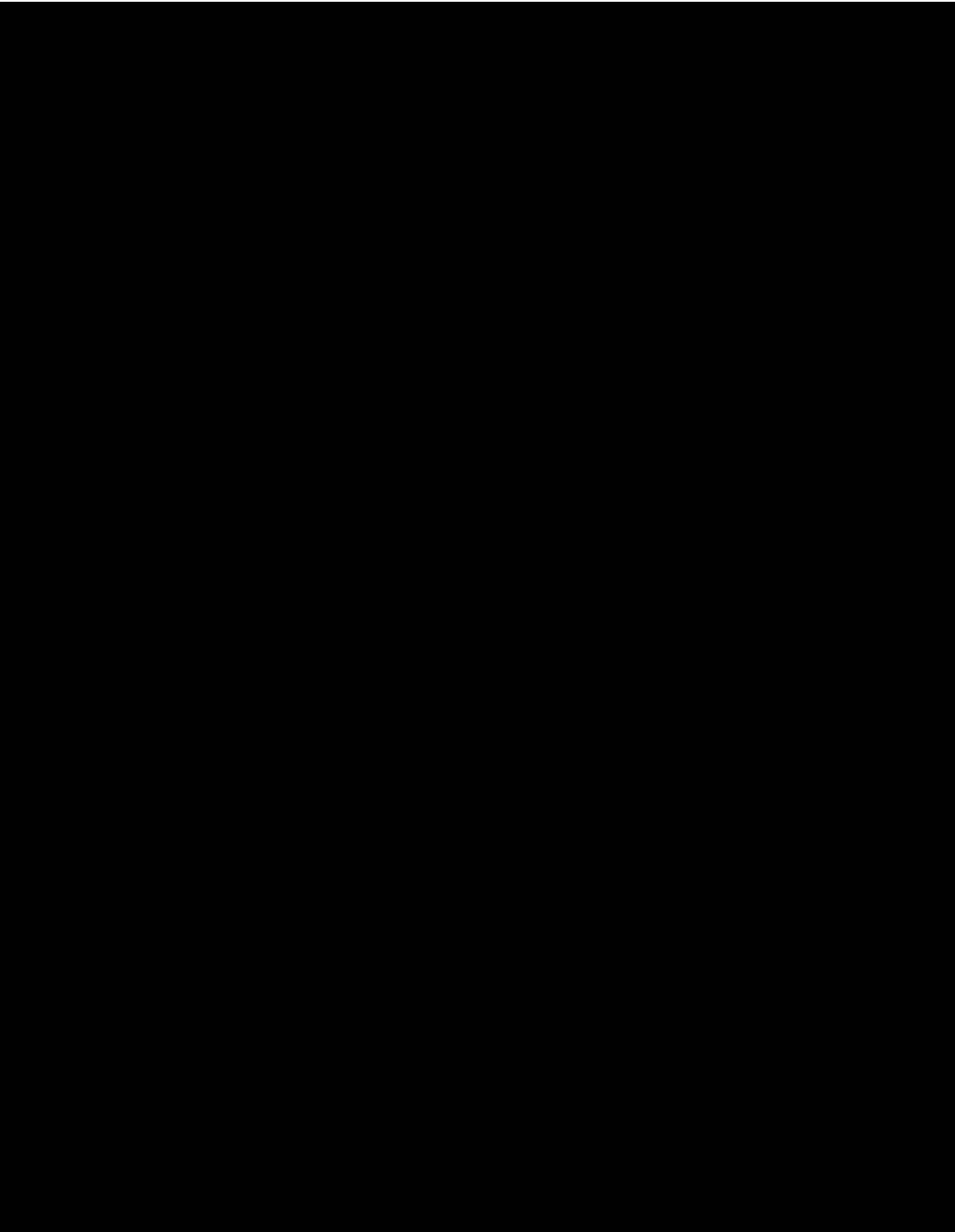
I am pleased to advise you that it has been the privilege of our agency to provide surety bonds for Surge Resources, LLC. [REDACTED] an A XV Best Rated Carrier, can provide them with [REDACTED]

[REDACTED] We will certainly entertain larger jobs on a case by case basis should that occasion arise.

Issuance of final bonds will be subject to standard underwriting at the time of the final bond request, which will include but not be limited to the receipt of current financial information, acceptability of the contract documents, bond forms, and financing. The Surety and Gallagher Insurance and Risk Management Services, LLC, along with their agents and owners assume no liability to you or any third party for failure to issue any bonds.

We highly recommend Surge Resources, LLC to you and stand ready to issue Performance and Payment bonds on their behalf. We welcome the opportunity to further discuss our relationship with Surge Resources, LLC so please feel free to call me at [REDACTED]

Sincerely,
[REDACTED]
[REDACTED]



Safety Program

Safety Program Lead:

Ryan Hicks

Position Title of Safety Program Lead:

Director of Safety

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Quality Control Program

Quality Control Program Lead:

Kristopher French

Position Title of Quality Control Program Lead:

Director of Quality Control

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Cost Control Program

Cost Control Program Lead:

Tim McCoy

Position Title of Cost Control Program Lead:

Vice President

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Warranty Program

Warranty Program Lead:

Bethany Janssen

Position Title of Quality Control Program Lead:

Warranty Coordinator

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

September 22, 2025

ATTN: Angie Dunaway
DCR Procurement Director
angela.dunaway@commerce.nc.gov

Subject: Pricing and Reconstruction Plan Sets

Dear Ms. Dunaway,

Surge Resources, LLC has reviewed the approved pricing and reconstruction plan sets provided within Request for Proposal #: Doc1690846196. We agree to the pricing and plan sets provided and understand that pricing will not be negotiated.

Sincerely,



Tim McCoy
Vice President of Surge Resources, LLC



The background of the page is a dark blue color. Overlaid on this is a large, abstract graphic consisting of several concentric, swirling bands of a slightly lighter blue shade, creating a sense of motion or a vortex. The text is centered over this graphic.

PROPOSED METHODOLOGY & TECHNICAL PROPOSAL

Proposed Methodology & Technical Proposal

Introduction

The primary focus of the Division of Community Revitalization Hurricane Helene Recovery Program is to provide applicants with high quality, durable, resilient, mold resistant, energy efficient, decent, safe, and sanitary housing that meets required standards and mitigates against future disasters. The standards that must be met across all project types include, but are not limited to, the North Carolina State Building Code (NCSBC), International Residential Code (IRC), HUD Housing Quality Standards (HQS), Manufactured Home Construction and Safety Standards, Green Building Standards, Energy Efficiency Standards, and environmental regulations that pertain to lead remediation and asbestos abatement. Surge Resources (Surge) is committed to getting the job done and getting the job done right. Our team has experience meeting and exceeding the standards required to succeed in the Residential Demolition, Reconstruction, Rehabilitation, and Manufactured Housing Unit Replacement program for Hurricane Helene impacted counties.

The program aims to prioritize assistance efforts to low-and-moderate-income (LMI) families impacted by Hurricane Helene in thirty-nine (39) major disaster declared counties and the Eastern Bank of the Cherokee Indians throughout western North Carolina. Surge will have a team, including company leaders, on the ground to provide disaster recovery assistance across all thirty-nine (39) counties. Throughout the thirty-nine (39) counties Surge will accept assignments across all four (4) project types: i. Demolition, ii. Reconstruction, iii. Rehabilitation, and iv. Mobile Home Unit (MHU) Replacement. A detailed methodology with technical specifics regarding our approach for each project type is provided in the following sections. To conclude, we have also provided our methodology on historic preservation.

Technical Approach & Methodology

i. Demolition

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ii. Reconstruction

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iii. Rehabilitation

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iii. MHU Replacement

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v. Historic Preservation

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Timeliness, Quality, and Customer Service

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]