

CONTRACT AWARD
RFB.INFORMAL.RECON 04
DUCKY RECOVERY

Project Number	APP #	Address	City	County	Floorplan Selection	Elevation Required (Y/N)	Accessibility Needs (Y/N)	SQFT.	Award Amount
1	APP-03073		TABOR CITY	Columbus	Winslow II	No	Yes	1601	\$259,362.00
3	APP-05117		Tabor City	Columbus	Julia II	No	No	1525	\$247,050.00
7	APP-07699		Bladenboro	Bladen	Clarke I	No	No	1348	\$226,464.00
9	APP-08425		Kelly	Bladen	Julia II	No	No	1525	\$251,625.00
21	APP-02848		Fair Bluff	Columbus	Haywood II	Yes	Yes	1427	\$259,444.00
26	APP-03517		Rocky Point	Pender	Winslow II	Yes	No	1601	\$277,165.00
30	APP-04524		Whiteville	Columbus	Flynn	Yes	Yes	2118	\$338,290.00
31	APP-04926		Clarkton	Columbus	Julia II	Yes	No	1525	\$263,625.00
32	APP-05309		Pollocksville	Jones	Haywood II	Yes	Yes	1427	\$264,298.00
36	APP-06435		Kelly	Bladen	Whitney II	Yes	No	1155	\$219,435.00
38	APP-06820		Bladenboro	Bladen	O'Neill	Yes	Yes	2697	\$432,338.00
40	APP-07303		Clarkton	Bladen	Clarke I	Yes	No	1348	\$235,508.00
41	APP-07479		Snow Hill	Greene	Julia II	Yes	Yes	1525	\$272,825.00
42	APP-07535		Burgaw	Pender	Cameron II	Yes	No	1540	\$268,100.00
44	APP-07574		Bladenboro	Bladen	Haywood II	Yes	Yes	1427	\$262,725.00
45	APP-07697	Lumberton	Robeson	Whitney II	Yes	Yes	1155	\$221,745.00	
									\$4,299,999.00

STATE OF NORTH CAROLINA
Office of Recovery and Resiliency (NCORR)

Refer ALL Inquiries regarding this Request for Bid
to: angie.dunaway@ncdps.gov

RFB #: RFB.Informal.RECON 04

Description: Reconstruction and Reconstruction plus Elevation (Recon)

EXECUTION

In compliance with this Request for Bid (RFB), 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 bid, at the prices set opposite each item within the time specified herein.

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

- this bid 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 bid, 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.
- it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

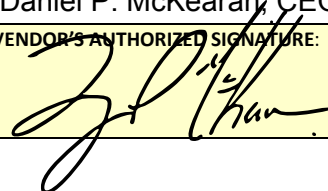
As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 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 contracts; 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 RFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this bid, Vendor certifies that it has read and agreed to the INSTRUCTION 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 bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids cannot be accepted.

VENDOR: Ducky Recovery, LLC.		
SAM.gov Unique Entity ID [REDACTED]		
STREET ADDRESS: 5333 River Road, Suite D	P.O. BOX: 23741	ZIP: 70183
CITY & STATE & ZIP: New Orleans, LA 70123	TELEPHONE NUMBER: 504-628-7562	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE:		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Daniel P. McKearan, CEO		FAX NUMBER: 504-322-2702
VENDOR'S AUTHORIZED SIGNATURE: 	DATE: 08/23/2023	EMAIL: danny@duckyjohnson.com Davidc@duckyjohnson.com

VALIDITY PERIOD

Offer valid for at least 60 days from date of bid opening, unless otherwise stated here: _____ days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this Request for Bid.

ACCEPTANCE OF BID

If any or all parts of this bid are accepted by the State of North Carolina, an authorized representative of NCORR shall affix his/her signature hereto and this document and all provisions of the original Request for Prequalification, this Request for Bid, the Vendor response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

FOR STATE USE ONLY: Offer accepted and Contract awarded this 31st day of August, 2023 as indicated on the attached certification, by Margaret Serapin (Authorized Representative of NCORR)

State of North Carolina

RFB #: RFB.Informal.Recon 04

Residential Reconstruction Services

Reconstruction and Reconstruction Plus Elevation

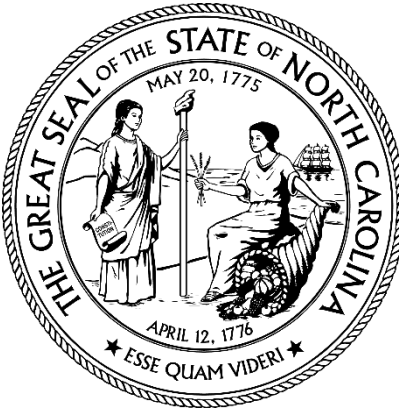
50 Houses

Contact information for IFB:

Daniel McKearan- Danny@duckyjohnson.com

David Cohn- Davidc@duckyjohnson.com

Ducky Recovery, LLC



STATE OF NORTH CAROLINA

DEPARTMENT OF PUBLIC SAFETY
OFFICE OF RECOVERY AND RESILIENCY (NCORR)

REQUEST FOR BID #: RFB.Informal.Recon 04

Residential Reconstruction Services

Reconstruction and Reconstruction Plus Elevation

Date Issued: August 21, 2023

Request for Bid Opening Date/Time: August 24, 2023, at 2:00 pm ET

Direct all inquiries concerning this Request for Bid to:

Margaret Serapin
Deputy Chief Procurement Officer
Email: margaret.serapin@ncdps.gov
Phone: 919-306-3413

Contents

1.0	PURPOSE AND BACKGROUND	6
2.0	GENERAL INFORMATION	6
2.1	BID DOCUMENT	6
2.2	RFB SCHEDULE	6
2.3	BID QUESTIONS.....	6
2.4	BID SUBMISSION	7
2.5	BID CONTENTS	7
2.6	DEFINITIONS, ACRONYMS, AND ABBREVIATIONS	8
2.7	CONTRACT MONITORING	9
3.0	METHOD OF AWARD AND BID EVALUATION PROCESS	9
3.1	METHOD OF AWARD.....	9
3.2	CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING PROCESS:	10
3.3	BID EVALUATION PROCESS	10
3.4	PERFORMANCE OUTSIDE THE UNITED STATES.....	11
3.5	INTERPRETATION OF TERMS AND PHRASES.....	11
4.0	REQUIREMENTS	11
4.1	PRICING	11
4.2	SURETY LETTER	12
4.3	VENDOR CERTIFICATE OF INSURANCE	12
4.4	BONDS; PERFORMANCE AND PAYMENT	12
4.5	WORK ORDER.....	13
4.6	WORK ORDER TERM (Period of Performance).....	13
4.7	INVOICES.....	13
4.8	FINANCIAL STABILITY	13
4.9	HUB PARTICIPATION.....	13
4.10	HUB UTILIZATION PLAN.....	13
4.11	SECTION 3 UTILIZATION PLAN	14
4.12	OPTIONAL BACKGROUND CHECKS.....	14
4.13	PERSONNEL.....	14
4.14	VENDOR’S REPRESENTATIONS.....	14
4.15	INSURANCE REQUIREMENTS.....	14
5.0	SPECIFICATIONS AND SCOPE OF WORK	14
5.1	DESCRIPTION OF SERVICES AND REQUIREMENTS	15
5.2	RECONSTRUCTION & RECONSTRUCTION PLUS ELEVATION SCOPE OF WORK	15
5.3	ELEVATION SCOPE OF WORK.....	16
5.4	ADDITIONAL REQUIREMENTS	17
	ATTACHMENT A: PRICING	18

ATTACHMENT B: INSTRUCTIONS TO VENDORS..... 19
ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONSError! Bookmark not defined.
ATTACHMENT D: NORTH CAROLINA CONSTRUCTION GENERAL CONDITIONS.....Error! Bookmark not defined.
ATTACHMENT E: HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)..... 53
ATTACHMENT F: HUB UTILIZATION PLAN 54
ATTACHMENT G: SECTION 3 UTILIZATION..... 55
ATTACHMENT H: LOCATION OF WORKERS UTILIZED BY VENDOR..... 56

1.0 PURPOSE AND BACKGROUND

Vendors have been approved to perform work on Housing Recovery Program (HRP) projects pursuant to Request for Prequalification 19-RFP-014364-WAX (“RFPQ2”), 19-RFP-014914-GSX (“RFPQ3”), 19-RFPQ-00002-DAD (“RFPQ4”), and 19-RFPQ5-00006-DAD (“RFPQ5”).

The North Carolina Office of Recovery and Resiliency (NCORR), a division of the North Carolina Department of Public Safety (DPS), is soliciting a Request for Bid (RFB) from those prequalified Vendors to provide or cause to be performed: **reconstruction** and **reconstruction plus elevation** of eligible structures through NCORR recovery programs. Additionally, all Vendors receiving this RFB have been deemed responsible by the Program Delivery Office (PDO) by having a current GC scorecard of 75 or higher; therefore, eligible to participate. See rebuild.nc.gov for the State’s Action Plan(s) and Program Manual(s) defining these construction activities.

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

2.0 GENERAL INFORMATION

2.1 BID DOCUMENT

This RFB is comprised of the base document, any attachments, and any addenda released before RFB award. All attachments and addenda released for this RFB in advance of any award are incorporated herein by reference. Vendor shall attach its response to this RFB for submission; however, any and all additional, modified or conflicting terms and conditions submitted on or with Vendor’s bid shall be disregarded and shall not be considered a part of any Contract arising from this RFB. Any attempt to delete or avoid the force of the previous sentence shall render Vendor’s bid invalid and non-responsive, and it shall not be considered.

2.2 RFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFB	State	August 21, 2023
Submit Written Questions	Vendor	August 22, 2023, by 10:00 am ET
Provide Response to Questions (Addendum)	State	August 22, 2023
Submit Bid	Vendor	August 24, 2023, by 2:00 pm ET
Contract Award	State	As soon as possible after evaluation of offers.

2.3 BID QUESTIONS

Upon review of the RFB documents, Vendors may have questions to clarify or interpret the Bid to submit the best response possible. To accommodate the Questions process, Vendors shall submit any such questions by the above due date and time.

Written questions shall be emailed to margaret.serapin@ncdps.gov by the due date/time specified above. Vendor should enter “**RFB Recon 04 Questions**” as the subject of the email. Question submittals should include a reference to the applicable RFB section and be submitted in a format shown below:

Reference	Vendor Question
RFB Section Number and Section Title RFB Page Number	Vendor question...?

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 in the form of an **addendum** and will be emailed to all Vendors that received an RFB and shall become an Addendum to this RFB. 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 RFB, shall be considered authoritative or binding. Vendors shall be entitled to rely *only* on written material contained in any addendum.

2.4 BID SUBMISSION

An RFB response, subject to the terms and conditions herein, shall be received at the **email** address **margaret.serapin@ncdps.gov** by the date/time specified for furnishing and delivering services as described herein.

Vendor shall submit one **(1) signed RFB response** in pdf format and **(1) completed Attachment A: Pricing** in Excel format to the email address identified above. Vendor should insert the bid number "*RFB Recon 04_Vendor Name*" in the subject line of the email.

IMPORTANT NOTE: It is the responsibility of the Vendor to have the signed RFB and Attachment A: Pricing in this email account by the specified time and date of opening. This is an absolute requirement. The time of delivery will be marked on each RFB when received, and any response received after the submission deadline will not be accepted or evaluated.

It is the Vendor's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.

2.5 BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this RFB that require the Vendor to provide information. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion.

ALL pages of the RFB should be returned.

As a courtesy reminder, Vendor shall complete/provide the following items:

- a) **Letter from surety company** stating your ability to bond all projects (*ref. Section 4.2.* Surety Letter should be signed by Attorney in Fact; indicate single and aggregate limits; rated "A" or better under the A.M. Best Rating system or The Federal Treasury List)
- b) Complete and sign **EXECUTION PAGE**, and any Addenda released in conjunction with the RFB.
- c) Complete ATTACHMENT A: **PRICING** (Excel file attached in email). **Return pricing in EXCEL** format, not in pdf!
- d) ATTACHMENT B: INSTRUCTIONS TO VENDORS
- e) ATTACHMENT C: NORTH CAROLINA GENERAL TERMS AND CONDITIONS
- f) ATTACHMENT D: NORTH CAROLINA CONSTRUCTION GENERAL CONDITIONS
- g) Complete ATTACHMENT E: **HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)**
- h) Complete ATTACHMENT F: **HUB UTILIZATION PLAN**
- i) Complete ATTACHMENT G: **SECTION 3 UTILIZATION PLAN**
- j) Complete ATTACHMENT H: **LOCATION OF WORKERS UTILIZED BY VENDOR**

2.6 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **ADA:** American with Disabilities Act of 1990.
- b) **APPLICATION:** The Request for Prequalification Application.
- c) **ASTM:** American Society of Testing and Materials.
- d) **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial bid, made in response to a request by the issuing agency.
- e) **BID BOOK:** The State has prepared and provided a link to the Bid Pricing Book that will be used to create ECR's for LBP and ACM, as well as create assignment scopes of work.
- f) **CDBG:** Community Development Block Grant – Disaster Recovery Program.
- g) **CM:** NCORR Construction Manager and/or designee.
- h) **CONTRACT ADMINISTRATOR:** Representative of the NCORR Program Delivery Office (PDO) who provides daily contract oversight to ensure compliance with the contract terms and conditions.
- i) **CONTRACT LEAD:** Representative of the NCORR Procurement Office identified on the first page of this RFB who will correspond with potential Vendors concerning solicitation issues and will contract with the Vendor providing the best offer to the State.
- j) **DPS:** Department of Public Safety.
- k) **ECR:** Estimated Cost of Repair.
- l) **ET:** Eastern Time.
- m) **GENERAL CONTRACTOR (GC):** North Carolina licensed General Contractor.
- n) **HUD:** The United States Department of Housing and Urban Development.
- o) **HRP:** Housing Recovery Program.
- p) **NCORR:** The North Carolina Department of Public Safety, Office of Recovery and Resiliency.
- q) **NOTICE TO PROCEED (NTP):** Notice to Vendor to commence work to be performed under this agreement.
- r) **OPENING DATE:** Responses will only be accepted up until the specified time and date listed in the bid and then publicly opened. No responses will be accepted after that time and date.
- s) **PRINCIPAL PLACE OF BUSINESS:** The principal place from which the overall trade or business of the Vendor is directed or managed.
- t) **QUALIFIED BID:** A responsive bid submitted by a responsible Vendor.
- u) **REQUEST FOR BID (RFB):** Document used to solicit competitive pricing from Vendors on the Asbestos Abatement Prequalified List.
- v) **RF PQ:** Request for Prequalification.
- w) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- x) **SHPO:** State Historic Preservation Office.
- y) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- z) **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.
- aa) **THE CONTRACT:** A contract resulting from or arising out of Vendor responses to this solicitation document.
- bb) **WORK ORDER (WO):** Specific, written authorization to perform the task(s) listed therein.

cc) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to this Request for Bid. Following award of a contract, the term refers to an entity receiving such an award.

2.7 CONTRACT MONITORING

Per *NC Senate Bill 1213 (Session Law 2010-194)* any contract which results from the award of this Request for Bid shall include contract monitoring as a regular process of evaluating post award Vendor contract performance based on measurable deliverables and verifying Vendor compliance with the terms and conditions in the contract.

The general purpose of monitoring will be to 1) improve Vendor contract performance through early identification of questions and issue resolution; 2) identify potential contract problems, financial or technical, that may require additional scrutiny; 3) evaluate Vendor contract performance controls to ensure there is a reliable basis for validating deliverables and minimizing risk of contract default; 4) assure that Vendor financial documentation is adequate and accurate as it relates to contract payments.

Specifically, contract monitoring may include but are not limited to the following areas:

- Verify contractor performance for purposes of payment.
- Identify material breach of contract by assessing the difference between contract performance and material non-performance.
- Determine if corrective action is necessary and take such action if required.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

The RFB will be awarded in accordance with State and Federal law. Prospective Vendors shall not be discriminated against based on any prohibited grounds as defined by Federal and State law. 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. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest.

All **qualified** bids will be reviewed, and an award or awards will be based on the **Best Value** to the State. Best Value is determined by evaluating which vendor response provides the best trade-off between price and performance.

The factors utilized to assess Best Value in order of relative importance are:

- Price,
- Demonstrated capacity, and
- Compliance concerns.

While the intent of this RFB is to award a Contract(s) to multiple Vendors, the State reserves the right not to award one or more-line items, or to cancel this RFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING PROCESS:

From the issuance date of this RFB through the date the contract is awarded, each Vendor submitting a bid (including its representatives, sub-contractors and/or suppliers) 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, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers to the content of Vendor's bid or qualifications, the contents of another Vendor's bid, another Vendor's qualifications or ability to perform the 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 bids and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in the State's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the State would not be served by the disqualification. A Vendor's bid may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency this RFB or general inquiries directed to the purchaser regarding requirements of the RFB (prior to bid submission) or the status of the contract award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct an evaluation of responsive Bids, as follows:

Bids will be received according to the method stated in the Bid Submission section above.

All bids must be received by the issuing agency not later than the date and time specified in the RFB 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 RFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and the name of the Vendor and total cost offered may be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award.

The State reserves the right to contact references as well as any other known sources to verify Vendor's past performance. This information may be considered in making an 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 bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

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

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, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

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

- 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

3.5 INTERPRETATION OF TERMS AND PHRASES

This RFB 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 Work Orders resulting from this procurement. As such, all terms in Request for Prequalification 19-RFP-014364-WAX ("RFPQ2"), 19-RFP-014914-GSX ("RFPQ3"), 19-RFPQ-00002-DAD ("RFPQ4"), and 19-RFPQ5-00006-DAD ("RFPQ5"), and all addenda and the RFB shall be enforceable in accordance with the General Contract Terms and Conditions. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable 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 RFB. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFB. By submitting a bid, 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 RFB. 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 bid, the Vendor is urged and cautioned to submit these items in the form of a question during the question-and-answer period in accordance with the Bid Questions Section above.

4.1 PRICING

Contract **price shall constitute the total cost** to the State **for complete performance** in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, storage, administrative and other similar fees. Complete ATTACHMENT A: PRICING (Excel file) and include in Bid. The individual pricing items provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become the price for each element on the resulting Contract.

This RFB will require the Vendor to provide the best price per square foot for each project bid for reconstruction and reconstruction plus elevation. Any costs not reflected in the Work Order (WO) will be paid out according to an authorized change order after showing documentation that additional costs are required by the Authority Having Jurisdiction. The Work Order (WO) is a comprehensive document that contains the awarded vendor name, price awarded pursuant to this RFB, address of the project, program and insurance requirements that shall be followed by the awarded vendor.

All change orders will be submitted with June 2018 Xactimate pricing and the NCORR Construction Manager will add an additional **40% multiplier** to the bid book line items to account for material and labor increases since 2018. The Bid Book is a benchmark pricing book that will be used for project execution of the award of projects. A copy of the Bid Pricing Book will be provided. Contractors shall accept the pricing contained in NCORR's Bid Pricing Book.

Bid Book Pricing can be located from this link.

https://drive.google.com/drive/folders/1yAdgVnSjawnKxLdrrAej_qPX4WyEcd_D?usp=drive_link

Change Orders (Cos) are approved with **27.5% O&P** for the CO ECR generated by the NCORR Construction Manager which reflect Xactimate line items or approved at the price submitted by the General Contractor whichever is less. Additionally, projects completing under the period of performance are subject to higher Overhead and Profit (O&P) according to the following table:

% of Period of Performance	Reconstruction [days]	Reconstruction with Elevation [days]	Change Order O&P [%]
> 81%	> 87 days	> 109 days	27.5%
56% - 80%	60 - 86 days	75 - 108 days	35%
< 55%	< 59 days	< 74 days	40%

Price shall constitute the total cost to the State for all deliverables required in this RFB. Vendor shall not invoice for any amounts not specifically allowed for in this IFB per ATTACHMENT A: Pricing (Excel file attached) and included with Vendor's bid. **Vendor is NOT required to submit bids for all projects in this RFB.**

4.2 SURETY LETTER

Vendor **should** provide a **letter**, dated within this RFB Solicitation, from your **surety company**, which should be signed by their **Attorney in Fact**, verifying their willingness to issue sufficient payment and performance bonds for this RFB Solicitation, on behalf of your firm and the dollar limits of that bond commitment, **both single and aggregate**. Surety company bond rating shall be rated "A" or better under the A.M. Best Rating system or The Federal Treasury List.

4.3 VENDOR CERTIFICATE OF INSURANCE

Upon award, the Vendor shall be required to immediately submit a current copy of its Certificate of Insurance to the Program Delivery Office.

4.4 BONDS; PERFORMANCE AND PAYMENT

All projects will require 100% performance and payment **bonds**, individually or as a whole, **after** issuance of the **Work Order (WO)**, and prior to the **Notice to Proceed (NTP)**. A Notice to Proceed (NTP) will be issued following the review and approval of bonds along with any additional construction documents required by NCORR. Failure to submit bonds **5 calendar days** after the issuance of the Work Order (WO) will result in termination of the contract. NCORR reserves the right to issue a Notice to Proceed (NTP) at any point in time.

4.5 WORK ORDER

During the term of any contract awarded under this RFB, NCORR will request the Vendor to perform the projects as described within this RFB, subject to specific work authorization in the form of a Work Order (WO). All Work Orders shall be in writing, signed by both the Vendor and NCORR, and shall include a scope of services, a list of tasks to be performed by Vendor, a time schedule, a list of deliverables if any, and such other information or special conditions as may be necessary for the work requested.

4.6 WORK ORDER TERM (Period of Performance)

Each Work Order shall have an initial term of 108 Calendar Days after Notice to Proceed for Reconstruction or 135 Calendar Days after Notice to Proceed for Reconstruction with Elevation.

At the end of the Work Order's current term, the State shall have the option, in its sole discretion, to extend the Work Order on the same terms and conditions. The State will give the Vendor written notice of its intent whether to exercise each option no later than 10 days before the end of the Work Order's then-current term.

4.7 INVOICES

Vendor shall provide an invoice to the NCORR Construction Manager.

The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Construction Manager with an invoice for each Work Order. Vendor will submit a separate invoice per application number. Invoices shall include detailed information, supporting documentation and/or deliverables requested in a Work Order to allow NCORR or its designee to verify fees, costs and/or expenses.

At a minimum, the following fields shall be included on all invoices: Contractor's Billing Address, Customer Account Number, NC Contract Number, Project Number (Application number; homeowner address), Item Descriptions, Price, Quantity, Unit of Measure, Work Order Date and any required back up documentation.

4.8 FINANCIAL STABILITY

As a condition of contract award, the Vendor certifies by execution that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction. Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.9 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 RFB 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 and F: HUB INFORMATION.

4.10 HUB UTILIZATION PLAN

At least one subcontractor used on this contract **must** be a HUB business. Failure to list at least one HUB subcontract in ATTACHMENT F: HUB UTILIZATION PLAN in response to this RFB shall be grounds to consider the response non-responsive.

4.11 SECTION 3 UTILIZATION PLAN

At least one subcontractor used on this contract **must** be a Section 3 business. Failure to list at least one Section 3 subcontract in ATTACHMENT G: SECTION 3 UTILIZATION PLAN in response to this RFB shall be grounds to consider the response non-responsive.

4.12 OPTIONAL BACKGROUND CHECKS

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

4.13 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).

4.14 VENDOR'S REPRESENTATIONS

If Vendor's bid 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.

4.15 INSURANCE REQUIREMENTS

See ATTACHMENT C: NORTH CAROLINA GENERAL TERMS AND CONDITIONS, Section 15(B).

5.0 SPECIFICATIONS AND SCOPE OF WORK

NCORR is seeking to procure the services of General Contractors to perform, or cause to be performed, reconstruction and reconstruction plus elevation of eligible structures in compliance with local, Federal, and State statutory requirements for grants.

General Contractors must **mobilize** within **20 Calendar Days** of Contract award (which shall include obtaining consent to perform the work, design, permitting, surveying, temporary utilities, etc.) and complete assigned construction projects within the contracted time (subject to environmental remediation).

It is the intent and goal of NCORR and the State of North Carolina to make every HRP home project successful, so Vendors are encouraged to work proactively with NCORR to identify and resolve all issues and problems immediately to minimize delays in completing HRP projects.

5.1 DESCRIPTION OF SERVICES AND REQUIREMENTS

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

Separately, NCCORR retained a design firm to develop floor plans for 1-bedroom, 2-bedroom, 3-bedroom, 4-bedroom and such other home floor plans and elevations that homeowners may select for reconstruction, which will comply with CDBG-DR resilient construction standards and North Carolina State Building Code. General Contractors shall use provided plans for this program.

NCCORR's focus is on customer service for the citizens participating in the program, as well as compliance with all applicable guidelines and regulations.

a) **Housing Standards and Home Energy Rating System (HERS)**

NCCORR's commitment is to provide decent, safe, and sanitary housing to eligible program participants.

b) **Americans with Disabilities Act of 1990 requirements**

HUD has established standards of compliance that must be followed by every GC on every project where it is mandatory. In addition, GCs will have to adhere to all local, state, and federal rules and regulations, in addition to all ADA specifications listed in the design plans, and on the ADA specifications sheet provided by NCCORR.

c) **Customer Service**

All participants shall be treated with dignity and respect. The State expects responsiveness to the State and the homeowner, first-class customer service, and interactions and communications that are easily understood, prompt, and courteous.

5.2 RECONSTRUCTION & RECONSTRUCTION PLUS ELEVATION SCOPE OF WORK

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

- a) Coordination with the property owner and his/her family from issuance of a NTP and work order to obtaining a certificate of occupancy, and key turnover for closing.
- b) Utility disconnection and deactivation/reconnection and reactivation.
- c) Demolition of existing structure.
- d) Debris removal in accordance with all federal, state and local requirements.
- e) Site preparation including fencing removal and replacement if applicable.
- f) Construction of new residential structures including 1, 2, 3, 4, and 5-bedroom floor plans in accordance with all applicable local and state, federal, and ICC codes and standards.
- g) Accessibility of projects to comply with the American with Disabilities Act of 1990 (if applicable) unless a HUD exception applies and to include, although not limited to, ramps and lifts where required.
- h) Elevation of decks/porches to meet code compliance.

- i) MEP drawings for modifications to existing mechanical, electrical, and plumbing systems where required.
- j) Final survey and elevation certificate requirements to be provided.
- k) Final Home Energy Rating System (HERS) Certificate.
- l) Required permits and certificates.
- m) Elevation projects do not require pricing for foundation design, initial site survey, and initial elevation certificate, as this is provided by NCORR.
- n) All other work or services for Reconstruction and Reconstruction plus Elevation projects to include engineering, architectural, surveying, and/or environmental services required to obtain a certificate of occupancy and passing of final inspection from the local authority having jurisdiction and shall be included in this bid. This includes, but not limited to an as-built survey, plot survey, and/or site-specific engineering required by City, County, or public utility.
- o) The appliances that are required to be included are: refrigerator; dishwasher; range (combination oven and stovetop); and microwave/range hood combination or separate range hood.

****Projects do not require pricing for asbestos & lead abatement.****

5.3 ELEVATION SCOPE OF WORK

Each structure elevation shall consist of steps to produce the construction documents for the local authority having jurisdiction approval. These steps will require multiple site visits by various professionals to develop the necessary documents needed for complete construction documents. GC and PE/RA shall schedule or provide services as follows:

- a) All homes that are deemed to need elevation will require a site survey and initial and final elevation certificates. The Site Survey and *initial* Elevation Certificate for elevation projects will be performed and provided by NCORR's vendor and must be followed by the GC. Elevated foundation design drawings will also be provided by NCORR. All other engineering, architectural, surveying, and environmental services will be required to be provided by the GC and included in the bid price.
- b) Geotechnical Soil Borings. Geotechnical soil borings shall be performed by the GC's vendor, if applicable.
- c) Required permits and certificates, to include but not limited to Final Elevation Certificate.
- d) Disconnecting & deactivation of utilities.
- e) Extending/reconfiguring utilities to be reconnected/reactivated.
- f) Elevation of decks/porches/platforms to meet requirements of Elevation Certificate and applicable codes. All MEP systems must be elevated with the structure to conform to requirements of the livable space.
- g) ADA Compliance to include, although not limited to, ramps and lifts where required.
- h) Miscellaneous repairs/rehabilitations due to elevation.

All elevations heights will utilize the greater of the following (BFE+2', Highest Watermark +2', or AHJ Requirement). This information will be provided on the initial elevation certificate and shall be followed.

5.4 ADDITIONAL REQUIREMENTS

- a) At least one subcontractor used on this contract must be a Section 3 business. Failure to list at least one Section 3 subcontract on the Section 3 Utilization Plan attached to Vendor's response to this IFB shall be grounds to consider the response non-responsive.
- b) At least one subcontractor used on this contract must be a HUB business. Failure to list at least one HUB subcontract on the HUB Utilization Plan attached to Vendor's response to this IFB shall be grounds to consider the response non-responsive.
- c) See **Article 22** of the North Carolina Construction General Conditions (Attachment D) for **warranty** requirements.
- d) Provide documentation and tracking of construction progress, including daily reports as required by NCORR.
- e) Meet with 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.
- f) Meet all federal, state, and local requirements for the transport and disposal of municipal solid, industrial, hazardous, and other wastes from demolished structures.
- g) Assist homeowners in vacating their damaged home, if necessary. Moving services will primarily be authorized to support the elderly and disabled homeowners, and NCORR will coordinate with the approved contractors to minimize risk in the administration of these services.
- h) To ensure homeowners are not out of their homes longer than necessary NCORR has established standards for timely completion of contracted work. Completion standards begin the day NCORR issues the vendor a Notice to Proceed (NTP) and ends when home passes final inspection and the homeowner accepts key turnover. The State will assess liquidated damages for each day that exceeds required timeframes from NTP to construction passing final inspection and homeowner accepting keys. The State assesses liquidated damages of **two hundred fifty dollars (\$250) a day for each day** that exceeds approved contractual timeframe from NTP to construction passing final inspection and homeowner accepting keys. The timeframe from NTP to homeowner accepting keys is colloquially known as the Period of Performance and includes the initial period with the original scope plus any NCORR-approved time extensions. Liquidated damages are assessed for any days beyond that Period of Performance.
- i) Vendor shall provide **Project Specific Site Health and Safety Plan (HASP)** shall be submitted within **15 calendar days** of NTP and prior to any work beginning for each project.
- j) Vendor shall comply with any Federal, North Carolina State, and local regulations governing work adjacent to wetlands including but not limited to requirements of the North Carolina Department of Environmental Quality (DEQ) provided to you with this IFB. Pricing shall include compliance with environmental (wetland, etc.) permit requirements.

ATTACHMENT A: PRICING

Vendor shall offer a firm fixed price, all inclusive of labor, materials, transportation and travel related expenses, general and administrative overhead, and profit.

Download and complete Attachment A: Pricing (Excel file) located in the Email.

All information needed (Tier 1 and Tier II requirements and the Bid Book) are located at the link below.

https://drive.google.com/drive/folders/1yAdgVnSjawwKxLdrAej_qPX4WyEcd_D?usp=drive_link

ATTACHMENT B: 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. **CONTRACT:** A contract resulting from or arising out of Vendor responses to this Solicitation.
6. **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.
7. **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.
8. **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.

9. **E-PROCUREMENT SERVICES:** The program, system, and associated services through which the State conducts electronic procurement.
10. **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.
11. **HUB:** Historically Underutilized Business <https://ncadmin.nc.gov/businesses/hub>
12. **IFB:** Invitation for Bids (a type of Solicitation document)
13. **LOT:** A grouping of similar products within this Solicitation document.
14. **OFFER:** the bid or proposal submitted in response this Solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
15. **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.
16. **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.
17. **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.
18. **QUALIFIED BID/PROPOSAL:** A responsive bid submitted by a responsible Vendor.
19. **RESPONSIBLE:** Refers to a Vendor who demonstrates in its Offer that it has the capability to perform the requirements of the Solicitation.
20. **RESPONSIVE:** Refers to an Offer that conforms to the Requirements of the Solicitation in all respects to be considered by the State for award.
21. **RFI:** Request for Information (an information gathering tool that does not result in a contract)
22. **RFP:** Request for Proposals (a type of Solicitation document)
23. **RFPPQ:** Request for Pre-Qualifications (a type of Solicitation document)
24. **RFQ:** Request for Quotes (a type of Solicitation document)
25. **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
26. **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.
27. **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.

28. **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.
29. **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.
30. **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 2 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 bids are received to the address indicated in the solicitation.

Vendor shall bear the risk for late submission due to unintended or unanticipated delay. 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.

7. **DETERMINATION OF RESPONSIVENESS:**

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

8. **CONTENTS OF OFFER:**

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

9. **MULTIPLE OFFERS.**

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

10. **CLARIFICATION:**

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

11. **ACCEPTANCE AND REJECTION:**

The State reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid. If either a unit price or an extended price is obviously in error

and the other is obviously correct, the incorrect price will be disregarded. Regardless of error or omission, a Vendor shall not be permitted to increase its pricing after the deadline for submitting bids.

12. **BASIS FOR REJECTION:**

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

13. **INFORMATION AND DESCRIPTIVE LITERATURE:**

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

14. **WITHDRAWAL OF BID OR PROPOSAL:**

Proposals submitted electronically may be withdrawn at any time prior to the date for bid opening identified on the cover page of this Solicitation document (or such later date included in an Addendum). 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 NCORR.

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 nonreusable 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: RESERVED.**

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. **E-PROCUREMENT ACCOUNT STATUS:**

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:

For solicitations posted to the eProcurement Sourcing tool / electronic Vendor Portal (eVP) 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 its bid that the Vendor does not wish disclosed. As a condition to confidential treatment, the Vendor shall provide a redacted copy of the vendor response with all confidential information redacted. **Redacting refers to the blacking out of information, so it is not visible.** 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 as 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 and cautioned 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 as 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 the award of The Contract, a Vendor shall submit a written request addressed to the email of the procurement officer listed on the cover page of this solicitation. 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. Bid status and Award notices are posted on the Internet at <https://www.ips.state.nc.us/ips/> for solicitations posted to the eProcurement Sourcing tool / electronic Vendor Portal (eVP) 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) Except as provided herein, and unless otherwise mutually agreed in writing prior to award, any deliverables not subject to an agreed Vendor license and provided by Vendor in performance of this Contract shall be and remain property of the State. During performance, Vendor may provide proprietary components as part of the deliverables that are identified in this Contract. Vendor grants the State a personal, permanent, non-transferable license to use such proprietary components of the deliverables and other functionalities, as provided under this Contract. Any technical and business information owned by Vendor or its suppliers or licensors made accessible or furnished to the State shall be and remain the property of the Vendor or such other party, respectively. 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) 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 terminate the Contract by giving thirty days written notice to the Vendor and specifying the effective date thereof. In that event, 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 (and under any applicable Vendor license to the extent necessary for the State to use such property), and the Vendor shall be entitled to receive just and equitable compensation for any acceptable deliverable completed (or partially completed at the State's option) 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 insecure as to receiving proper performance or provision of goods deliverables, or if documented Vendor Services performance issues exist, under this Contract, may require at any time a performance bond or other alternative performance guarantees from a Vendor without expense to the State as provided by applicable law. G.S. 143-52(a); 01 NCAC 05B.1521; G.S. 25-2-609.
- c) If this Contract contemplates deliveries or performance over a period of time, the State may terminate this Contract for convenience, in whole or in part as follows:
 - a. By failing to comply with the terms and conditions of this award;

- b. If an award no longer effectuates NCORR goals or priorities;
- c. The consent of the Vendor, in which case the Vendor and NCORR must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- d. Upon sending written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if NCORR determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the NCORR may terminate the Federal award in its entirety; or
- e. Pursuant to termination provisions included in the HUD Federal award;

Termination must be completed in writing by providing 30 days' notice 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 to the extent necessary for the State to use such property. If the Contract is terminated by the State for any of the reasons stated in 2 I, the State shall pay for those items or Services for which such option is exercised, less any payment or compensation previously made.

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. 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.

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:

To the extent federal funding is involved in this procurement, in whole or in part, compliance with the following is required:

- a) The Vendor shall comply with all Federal Funds Provisions requirements (below) and not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b) The Vendor shall, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin:
- c) The Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Vendor's legal duty to furnish information.
- d) The Vendor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) The Vendor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f) The Vendor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g) In the event of the Vendor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts or federally assisted construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h) The Vendor shall include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such

provisions will be binding upon each subcontractor or vendor. The Vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Vendor (or herein "applicant," as applicable in context within these Federal Funds Provisions) becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

- i) The Vendor further agrees that it shall be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Vendor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.
- j) The Vendor agrees that it shall assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Vendors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it shall furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it shall otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- k) The Vendor further agrees that it shall refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Vendor debarred from, or who has not demonstrated eligibility for, Government Contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Vendors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Vendor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part any relevant grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Vendor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Vendor; and refer the case to the Department of Justice for appropriate legal proceedings.

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: 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 the 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.

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:**
 - a. **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 for Combined Single Limit. Defense costs shall be in excess of the limit of liability.
 - b. **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 \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.
3. **For Contracts valued in excess of \$1,000,000.00 the following limits shall apply:**
 - c. **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 \$500,000.00, 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 \$1,000,000.00 for Combined Single Limit. Defense costs shall be in excess of the limit of liability.
 - ii. **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 \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment.

- 16. GENERAL INDEMNITY:** The Vendor shall 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. 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. 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 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 this Contract. The representations and warranties in the preceding two sentences shall survive the termination or expiration of the Contract. 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. SUBCONTRACTING:** Performance under the Contract by the Vendor shall not be subcontracted without prior written approval of the State's assigned Contract Lead. Unless otherwise agreed in writing, acceptance of a Vendor's proposal shall include approval to use the subcontractor(s) that have been specified therein.
- 18. CONFIDENTIALITY:** To the extent permitted by applicable statutes and rules, the State will maintain as confidential trade secrets in its bid that the Vendor does not wish disclosed. As a condition to confidential treatment, the Vendor shall **provide a redacted copy** of the vendor response with all confidential information redacted. **Redacting refers to the blacking out of information, so it is not visible.** 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 as 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 and cautioned 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 as confidential, the State will notify Vendor of such action and allow Vendor to defend the confidential status of its information.
- 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. ELECTRONIC PROCUREMENT: RESERVED

- 28. FEDERAL PROVISIONS.** *Where federal funds are utilized, and to the extent applicable, the following federal provisions may apply consistent with Uniform Guidance in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, and its Appendix II. 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.

1. Flood Disaster Protection. This Contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this Contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201 (d) of said Act; and the use of any assistance provided under this Contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

2. Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. 793). Contractor will not discriminate against any employee or applicant for employment because of a physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

In the event of Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by NCORR, provided by or through the Program Administrator. Such notices shall state Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each Subcontractor or Contractor. Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

3. Age Discrimination Act of 1975. Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.
4. Discrimination Due to Beliefs. No person with responsibilities in the operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.
5. Certification of Nonsegregated Facilities. By the submission of this Proposal, Contractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the equal opportunity clause of this Contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local customs or any other reason.

Contractor further agrees that (except where he has obtained identical certifications from proposed Subcontractors and material Suppliers for specific time periods), he will obtain identical certifications from proposed Subcontractors or material Suppliers prior to the award of subcontracts or the consummation of material supply agreements exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

6. Drug Free Workplace. Contractor hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended, and with 24 C.F.R. Part 21.
7. Contractor Work Hours, Safety, and Protection of Lives and Health. For construction contracts over \$100,000, Contractor shall comply with all standards and regulations applicable to the working hours of

laborers and mechanics required by 40 U.S.C. 3702 and 3704, as supplemented by the Department of Labor regulations (29 C.F.R. Part 5). In general, these regulations and standards require Contractor to pay a basic rate for the first 40 hours of a standard 40-hour work week, and a rate of not less than one and half times the basic pay rate for hours worked in excess of 40 hours.

Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518) Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 7, 1971, Title 29 – LABOR, shall be observed and Contractor shall take or cause to be taken, such additional safety and health measures as NCORR may determine to be reasonably necessary.

8. Danger Signals and Safety Devices. Contractor shall make all necessary precautions to guard against damages to property and injury to persons. Contractor shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case Contractor fails or neglects to take such precautions, NCORR may have such lights and barricades installed and charge the cost of this work to Contractor. Such action by NCORR does not relieve Contractor of any liability incurred under these specifications or contract.
9. Lead Based Paint Hazards. The rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 C.F.R. Part 35. Contractor and its Subcontractors shall comply with the provisions for the elimination and reduction of lead-based paint hazards under Subpart B of said regulations.
10. Compliance with Air and Water Acts. For each home rehabilitation Owner-Contractor Agreement over \$100,000, Contractor and all of its Subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15, as amended.

In addition to the foregoing requirements, all nonexempt Contractors and Subcontractors shall furnish to NCORR, the following:

- 10.1. A stipulation by Contractor or its Subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
- 10.2. An agreement by Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 10.3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violating Facilities.
- 10.4. An agreement by Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that Contractor will take such action as the government may direct as a means of enforcing such provisions.
11. Energy Efficiency (42 U.S.C. 6201). Contractor shall comply with 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 (Public Law 94- 163).

12. Access to Records, Maintenance of Records. NCORR and HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of Contractor which are directly pertinent to this Contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

All records required by 24 C.F.R. 570.506 that are pertinent to the activities funded under this Contract shall be maintained in a central location by Contractor and will be maintained for a period of five (5) years from closeout of the grant from which this Contract is funded.

13. Copyright. No State provided materials, including but not limited to reports, maps, documents, home plans and specifications, any public record, or documents submitted with or in response to RFPQ, HRP contractor-owner contract form, and related HRP and/or CDBG-DR documents pertaining to procurement, contract administration, contract management/monitoring, CDBG-DR planning and compliance, and/or contract auditing, in whole or in part, shall be available to Contractor for purposes of copyrighting as Contractor's intellectual and/or proprietary property. Subject to North Carolina Public Records laws, any such materials produced resulting from this Agreement that might be subject to copyright shall be the property of State of North Carolina, through NCORR, other State agency, and/or a federal agency of the United States (e.g., HUD and FEMA), and all such rights shall belong to the State of North Carolina and/or the United States.

14. Patents. Contractor shall hold and save NCORR and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract including its use by NCORR, unless otherwise specifically stipulated in the Contract.

License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by NCORR must be reasonable and paid to the holder of the patent, or his authorized licensee, direct by NCORR and not by or through Contractor.

If Contractor uses any design, device or materials covered by letters, patent or copyright, it shall provide for such use by suitable agreement with Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the Contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the Work. Contractor and/or his Sureties shall indemnify and save harmless NCORR from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this Contract, and shall indemnify NCORR for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

15. Confidential Findings. Some of the reports, information, data, etc. (e.g., homeowner personally identifying information, including but not limited to: income and/or tax records, social security numbers, birthdates, driver's license numbers, etc.), prepared or assembled by NCORR, HUD, FEMA, counties, other governmental agencies, and/or Contractor under award HRP contracts may be confidential, and Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the appropriate governmental entity that authored the information, requested the information and/or is responsible for the program for which Contractor is performing the work that generated the confidential information. Contractor understands that most documents and billing records will be public records and Contractor will have to consult with the governmental entity to determine whether a proposed document may be submitted to the governmental entity with confidential information and the method used to maintain confidentiality if the document contains confidential information.

16. Conflict of Interest. No member, officer, or employee of NCORR or the local jurisdictions served through

this Contract, or agent, consultant, or member of the DPS, or other public official who exercises or has exercised any functions or responsibilities with respect to this Contract during his or her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Contract or in any activity or benefit with regard to the Contract.

Contractor shall cause to be incorporated in all contracts and/or subcontracts the foregoing provision regarding conflicts of interest.

No member of or delegate to Congress, or NCORR employee, shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation.

If a person receiving assistance under this Program does in fact have a conflict of interest as discussed herein, such conflict will be fully disclosed in writing to NCORR and addressed under applicable law.

17. Interest of Contractor. Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above-described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.
18. Political Activity. Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.
19. Lobbying (31 U.S.C. 1352). Contractor certifies, to the best of its knowledge and belief that:
- 19.1. No federally appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for purposes of 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 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.
- 19.2. If any funds other than federally 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, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
20. Personnel. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with NCORR or other governmental entity involved in other State or federal disaster recovery programs.
- All the services required hereunder will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.*
- No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.*
21. Hiring of Illegal Aliens. The hiring of illegal aliens is prohibited under Federal Labor Laws. As a condition of Contractor's prequalification under RFPO, Contractor certifies that it, and each of its sub-contractors for any subcontract awarded, 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.

22. Anti-Kickback Rules. Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 2760). Contractor shall comply with all applicable "Anti- Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to ensure compliance by the Subcontractors with such regulations and shall be responsible for the submission of affidavits required of Subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.
23. Debarment, Suspension and Ineligibility (2 C.F.R. 200, Appendix II(I)). Contractor represents and warrants that it and its Subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 2 C.F.R. 180 and 24 C.F.R. 24.1 (government debarment and suspension regulations).
24. Subcontracts. Contractor shall not enter into any subcontract with any Subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the State of North Carolina.
- Contractor shall be as fully responsible to NCORR for the acts and omissions of Contractor's Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by Contractor.*
- Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractor to Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and to give Contractor the same power in regard to terminating any subcontract that NCORR may exercise over Contractor under any provision of the Contract Documents.*
- Nothing contained in this contract shall create any contractual relationship between any Subcontractor and NCORR.*
25. Assignability. Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of NCORR, provided that claims for money due or to become due Contractor from NCORR under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to NCORR.
26. Termination for Unavailable Funding. The continuation of this Contract is contingent upon the appropriation and release of sufficient funds to NCORR to fulfill the requirements of this Contract. Failure of the appropriate authorities to approve and provide an adequate budget to NCORR for fulfillment of the Contract terms shall constitute reason for termination of the Contract by either Party. Contractor shall be paid for all authorized services properly performed prior to termination.
27. Breach of Contract Terms. Any violation or breach of any of the terms of this Contract on the part of Contractor or Contractor's Subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the parties of this Contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and/or remedies otherwise imposed or available by law.
28. Davis-Bacon Act (Payment of Prevailing Wages). The Davis-Bacon Act, as amended (40 U.S.C. 3141-3148), shall apply to all CDBG-DR Housing Recovery Program construction projects involving eight (8) or more units when the contract awarded by NCORR is in excess of \$2,000. Contractor and subcontractors on such projects shall comply with the Davis-Bacon Act, 40 U.S.C. 3141-3144, and 3146-3148, as supplemented by Department of Labor regulations found in 29 C.F.R. Part 5 ("Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Contractor

must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must pay wages not less than once a week. NCORR must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. NCORR (including any NCORR assigned to manage the construction contract between Contractor and Owner) shall facilitate and monitor compliance with the Davis Bacon Act, and report all suspected and/or actual violations of the Davis-Bacon Act to HUD.

29. Section 3 of the Housing and Urban Development Act of 1968.

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 135, as expressed below:

- 29.1. 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, 12 U.S.C. 1701u (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.
- 29.2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, 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 135 regulations.
- 29.3. 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.
- 29.4. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, 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 135. 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 135.
- 29.5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- 29.6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 29.7. 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 and opportunities for training and

employment shall be given to Indians, and (ii) preference in the award of contracts and sub-contracts 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).

30. Procurement of Recovered Materials. Contractor agrees to comply with 2 C.F.R. 200.322, which requires the procurement of items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 to contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
31. Iran Divestment Act Certification. Contractor certifies that, as of the date listed above, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
32. Federal Funding Accountability and Transparency Act (FFATA). The Contractor shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The grantee must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The grantee must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.
33. Client Data and Other Sensitive Information. The Contractor must comply with 2 CFR §200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR 200.82, and other information HUD or NCORR designates as sensitive or consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.
34. Equal Employment Opportunity. Contractor agrees to the following Equal Opportunity Certification:
 - 34.1. Contractor will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - 34.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - 34.3. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential

job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

- 34.4. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 34.5. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 34.6. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 34.7. In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 34.8. Contractor will include the portion of the sentence immediately preceding paragraph (32.1) and the provisions of paragraphs (32.1) through (32.7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ATTACHMENT D: NORTH CAROLINA CONSTRUCTION GENERAL CONDITIONS

ARTICLE 1 - WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

- a. Contractor shall maintain, in readable condition at his job office, one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by Contractor, designer, and/or NCORR. A copy of the plans and specifications shall be provided to Owner.
- b. Contractor shall maintain at the job office a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on project drawings by Contractor and submitted to the designer and NCORR upon project completion and no later than thirty (30) days after acceptance of the project.
- c. Contractor shall maintain at the job office a record of all required tests or special inspections that have been performed, clearly indicating the scope of work inspected and the date of approval or rejection. Contractor shall make these tests and special inspection reports available to NCORR, the Authority Having Jurisdiction ("AHJ") and Owner upon request.

ARTICLE 2 - OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

- a. Contractor Construction Documents. All drawings and specifications provided by NCORR in the construction of a Project remain intellectual or proprietary property of NCORR. Owner may request drawings and specifications for future renovation or work at the Home. Owner and Contractor use of these plans and specifications on work other than this Contract without permission of NCORR is prohibited. Owner and Contractor are prohibited from selling NCORR's plans and specifications.

ARTICLE 3 - MATERIALS, EQUIPMENT, EMPLOYEES

- a. Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of the same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.
- b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
- c. Upon notice, Contractor shall furnish evidence as to quality of materials.
- d. Products are generally specified by American Society of Testing and Materials (ASTM) or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, Contractor has the option of using any product and manufacturer combination listed. However, Contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Request for substitution of materials, items, or equipment shall be submitted to NCORR for approval or disapproval; such approval or disapproval shall be made by NCORR prior to the opening of bids. Alternate materials may be requested after the award if it can clearly be demonstrated that it is an added benefit to Owner and NCORR and Owner approves.
- e. NCORR shall be the judge of equality for proposed substitution of products, materials or equipment and whether they comply with CDBG-DR, HRP and/or grant eligibility rules, requirements and/or standards.

ARTICLE 4 - ROYALTIES, LICENSES AND PATENTS

It is the intention of the contract documents that the work covered herein will not constitute in any way infringement of any patent whatsoever unless the fact of such patent is clearly evidenced herein. Contractor shall protect and save harmless Owner, NCORR, the State of North Carolina and/or HUD against suit on account of alleged or actual infringement. Contractor shall pay all royalties and/or license fees required on account of patented articles or processes, whether the patent rights are evidenced hereinafter.

ARTICLE 5 - PERMITS, INSPECTIONS, FEES, REGULATIONS

- a. Contractor shall give all notices and comply with all laws, ordinances, codes, rules and/or regulations bearing on the conduct of the work under this contract. If Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify NCORR in writing. Any necessary changes required after contract award shall be made by change order in accordance with Article 19. If Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to NCORR, he shall bear all cost arising therefrom. Additional requirements implemented after bidding will be subject to equitable negotiations.
- b. All work under this contract shall conform to the North Carolina State Building Code and other State, local and national codes as are applicable. The cost of all required inspections and permits shall be the responsibility of Contractor and be included within the bid proposal. All water taps, meter barrels, vaults and impact fees shall be paid by Contractor and included within the bid proposal unless otherwise noted.

ARTICLE 6 - PROTECTION OF WORK, PROPERTY AND THE PUBLIC

- a. Contractor shall be responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by NCORR or designer, and by laws or ordinances governing such conditions. Contractor shall be responsible for any damage to Owner's property, or of that of others on the job, by them, their personnel, or their subcontractors, and shall remedy such damages. Contractor shall be responsible for and pay for any damages caused to Owner. Contractor shall have access to the project at all times.
- b. Contractor shall provide cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building, whether set by him, or any of the subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to NCORR or Owner.
- c. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from NCORR.
- d. Contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial boxes around the same. Contractor shall barricade all walks, roads, etc., as directed by NCORR to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.
- e. Contractor shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. *Accident Prevention Manual in Construction*, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. Contractor shall clearly mark or post signs warning of existing hazards, and shall barricade excavations, elevator shafts, stairwells and similar hazards. Contractor shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.
- f. Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, *Federal Register*), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- g. Contractor shall designate a responsible person of his organization as safety officer/inspector to inspect the project site for unsafe health and safety hazards, to report these hazards to Contractor for correction, and whose duties also include accident prevention on the project, and to provide other safety and health measures on the project site as required by the terms and conditions of the contract. The name of the safety inspector shall be made known to NCORR at the time of the preconstruction meeting and in all cases prior to any work starting on the project.

- h. In the event of an emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, Contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by Contractor on account of such action shall be determined as provided for under Article 10(b).
- i. Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by Contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste products.

ARTICLE 7 - SEDIMENTATION POLLUTION CONTROL ACT OF 1973

- a. Any land-disturbing activity performed by Contractor in connection with the project shall comply with all erosion control measures set forth in the contract documents and any additional measures which may be required in order to ensure that the project is in full compliance with the Sedimentation Pollution Control Act of 1973, as implemented by Title 15, North Carolina Administrative Code, Chapter 4, Sedimentation Control, Subchapters 4A, 4B and 4C, as amended (15 N.C.A.C. 4A, 4B and 4C).
- b. Upon receipt of notice that a land-disturbing activity is in violation of said act, Contractor shall be responsible for ensuring that all steps or actions necessary to bring the project in compliance with said act are promptly taken.
- c. Contractor shall be responsible for defending any legal actions instituted pursuant to N.C. Gen. Stat. §113A-64 against any party or persons described in this article.
- d. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless NCORR, designer, and the agents, consultants and employees of NCORR, and designer from and against all claims, damages, civil penalties, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of work or failure of performance of work, provided that any such claim, damage, civil penalty, loss or expense is attributable to a violation of the Sedimentation Pollution Control Act. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or persons described in this article.

ARTICLE 8 - INSPECTION OF THE WORK

- a. It is a condition of this contract that the work shall be subject to inspection during normal working hours and during any time work is in preparation and progress by Contractor, designer, designated official representatives AHJ, NCORR and those persons required by state law to test special work for official approval. Contractor shall therefore provide safe access to the work at all times for such inspections. Owner must give advance notice to Contractor and/or NCORR to ensure Owner safety pursuant to OSHA requirements.
- b. Where special inspection or testing is required by virtue of any state laws, instructions of the designer and/or NCORR, specifications or codes, Contractor shall give adequate notice to the designer and NCORR of the time set for such inspection or test, if the inspection or test will be conducted by a party other than the designer. Such special tests or inspections will be made in the presence of NCORR, or his authorized representative, or designer (if necessary) and it shall be Contractor's responsibility to serve ample notice of such tests.
- c. All laboratory tests shall be paid for by Contractor unless provided otherwise in the contract documents, including laboratory tests to establish design mix for concrete, and for additional tests to prove compliance with contract documents where materials have tested deficient, except when the testing laboratory did not follow the appropriate ASTM testing procedures.
- d. Should any work be covered up or concealed prior to inspection and approval by AHJ and NCORR (when required by the contract) and/or special inspector, such work shall be uncovered or exposed for inspection, if so requested by AHJ (verbally or in writing) or NCORR (in writing). Inspection of the work will be made upon notice from Contractor. All cost involved in uncovering, repairing, replacing, recovering and/or restoring to design condition the work that has been covered or concealed will be paid by Contractor involved.

ARTICLE 9 - CONTRACTOR AND SUBCONTRACTOR RELATIONSHIPS

- a. Contractor agrees that the terms of its contract shall apply equally to each subcontractor as to Contractor, and Contractor agrees to take such action as may be necessary to bind each subcontractor to these terms. Contractor further agrees to conform to the Code of Ethical Conduct as adopted by the Associated General Contractors of America, Inc., with respect

to contractor-subcontractor relationships, and that payments to subcontractors shall be made in accordance with the provisions of G.S. 143-134.1 titled Interest on final payments due to prime contractors: payments to subcontractors.

- b. Within seven days of receipt by Contractor of each periodic or final payment, Contractor shall pay the subcontractor based on work completed or service provided under the subcontract. Should any periodic or final payment to the subcontractor be delayed by more than seven days after receipt of periodic or final payment by Contractor, Contractor shall pay the subcontractor interest, beginning on the eighth day, at the rate of one percent (1%) per month or fraction thereof on such unpaid balance as may be due. NCORR shall not be liable for interest resulting from Contractor's failure to pay any subcontractor.
- c. NCORR will retain no more than five (5) percent of progress payments from Contractor, which will be released upon final acceptance of the HRP project. Should Contractor fail to perform work under the contract, substantially delay completion of the work, or fail to correct non-conforming work in a timely manner, NCORR may use retainage to correct non-conforming work and/or complete performance of the contract. The percentage of retainage on payments made by Contractor to the subcontractor shall not exceed the percentage of retainage on payments made by NCORR to Contractor. Any percentage of retainage on payments made by Contractor to the subcontractor that exceeds the percentage of retainage on payments made by NCORR to Contractor shall be subject to interest to be paid by Contractor to the subcontractor at the rate of one percent (1%) per month or fraction thereof.
- d. Nothing in this section shall prevent Contractor, at the time of application and certification to NCORR, from withholding application and certification to NCORR for payment to the subcontractor for unsatisfactory job progress; defective construction not remedied; disputed work; third-party claims filed or reasonable evidence that claim will be filed; failure of subcontractor to make timely payments for labor, equipment and materials; damage to contractor or another subcontractor; reasonable evidence that subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed the initial percentage retained by NCORR.

ARTICLE 10 - CHANGES IN THE WORK

- a. NCORR may make changes to the work covered by the contract. These changes will not invalidate any portion of the contract and will not relieve or release Contractor from any guarantee given by it pertinent to the contract provisions. These changes will not affect the validity of the guarantee bond and will not relieve the surety or sureties of said bond. All extra work shall be executed under conditions of the original contract.
- b. Except in an emergency endangering life or property, no change shall be made by Contractor except upon receipt of an approved change order or written field order from NCORR authorizing such change. No claim for adjustments of the contract price shall be valid unless this procedure is followed.

A field order, transmitted by fax, electronically, or hand delivered, may be used where the change involved impacts the critical path of the work. A formal change order shall be issued as expeditiously as possible.

In the event of an emergency endangering life or property, Contractor may be directed to proceed on a time and materials basis, whereupon Contractor shall proceed and keep accurately on such form as specified by NCORR, a correct account of costs, together with all proper invoices, payrolls and supporting data. Upon completion of the work, the change order will be prepared as outlined under either Meth"d "c"1" or Meth"d "c"2" or both.

- c. In determining the values of changes, either additive or deductive, Contract shall be based on the final Bid Pricing Book except for in unusual circumstances.
- d. Should below grade concealed conditions be encountered in the performance of the work, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, the contract sum and time for completion may be equitably adjusted by change order upon claim by either party made within thirty (30) days after the condition has been identified. All change orders shall be supported by a unit cost breakdown showing method of arriving at net cost as defined above.
- e. In all change orders, Contractor will provide such proposal and supporting data in suitable written format. NCORR shall verify correctness. Delay in the processing of the change order due to lack of proper submittal by Contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim. Within fourteen (14) days after receipt of Contractor's accepted proposal, including all supporting documentation required by NCORR, NCORR shall prepare the change order and forward to Contractor for his signature or otherwise respond, in writing, to Contractor's proposal. Within seven (7) days after receipt of the change order executed by Contractor, NCORR's representative shall certify the change order by his or her signature, and forward the change order and all supporting

data to NCORR for its review of CDBG-DR, HRP and/or grant eligibility compliance and, if compliant, NCORR will sign the change order and the revised scope of work may proceed. If the change order is denied, then Contractor shall not proceed with the work. In case of emergency or extenuating circumstances, approval of changes may be obtained verbally by telephone or via field orders approved by all parties, and then shall be substantiated in writing as outlined under normal procedure.

- f. A change order, when issued, shall include full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the work.
- g. Contractor understands and acknowledges that any and all change orders made subsequent to this Grant Agreement shall be incorporated herein by reference into this original Grant Agreement. Subsequent Change Orders shall then represent the entire Grant Agreement between the parties for the new construction of their damaged home under the Program.

ARTICLE 11 – NCORR PERIOD OF PERFORMANCE STANDARD

To ensure homeowners are not out of their homes longer than necessary, NCORR has established standards for timely completion of contracted work. Completion standards begin the day NCORR issues the vendor a Notice to Proceed (NTP) and ends when home passes final inspection and the homeowner accepts key turnover. The State will assess liquidated damages for each day that exceeds required timeframes from NTP to construction passing final inspection and homeowner accepting keys. The State assesses liquidated damages of **two hundred fifty dollars (\$250) a day for each day** that exceeds approved contractual timeframe from NTP to construction passing final inspection and homeowner accepting keys. The timeframe from NTP to homeowner accepting keys is colloquially known as the Period of Performance and includes the initial period with the original scope plus any NCORR-approved time extensions. Liquidated damages are assessed for any days beyond that Period of Performance. NCORR reserves the right to issue an NTP, in the absence of a Contractor's request, at a reasonable time during the construction phase to ensure timely completion of contracted work.

ARTICLE 12 - TIME OF COMPLETION, DELAYS, EXTENSION OF TIME

- a. Contractor shall commence work to be performed under this agreement on a date to be specified in a written Notice to Proceed from NCORR and shall fully complete all work hereunder within the time of completion stated in the Contract. Time is of the essence and Contractor acknowledges NCORR will likely suffer financial damage for failure to complete the work within the time of completion. For each day in excess of the above number of days, the sum of \$250.00 per day shall be deducted from Contractor's next draw request as liquidated damages reasonably estimated in advance to cover the losses incurred by NCORR by reason of failure of said Contractor to complete the work within the time specified, such time being in the essence of this contract and a material consideration thereof. If Contractor disputes the calculation of liquidated damages, then NCORR may recover actual damages.
- b. If Contractor is delayed at any time in the progress of his work solely by: any act or negligence of Owner or NCORR; by changes ordered in the work; by labor disputes at the project site; by abnormal weather conditions not reasonably anticipated for the locality where the work is performed; by unavoidable casualties; by any causes beyond Contractor's control; or by any other causes which NCORR determine may justify the delay, then the contract time may be extended by change order only for the time which NCORR may determine is reasonable.

Time extensions will not be granted for rain, wind, snow or other natural phenomena of normal intensity for the locality where work is performed. For purposes of determining extent of delay attributable to unusual weather phenomena, a determination shall be made by comparing the weather for the contract period involved with the average of the preceding five (5) year climatic range during the same time interval based on the National Oceanic and Atmospheric Administration National Weather Service statistics for the locality where work is performed and on daily weather logs kept on the job site by Contractor reflecting the effect of the weather on progress of the work and initialed by the NCORR's representative. No weather delays shall be considered after the building is dried-in unless work claimed to be delayed is on the critical path of the baseline schedule or approved updated schedule. Time extensions for weather delays, acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of NCORR do not entitle Contractor to compensable damages for delays. Any Contractor claim for compensable damages for delays is limited to delays caused solely by Owner or its agents. Contractor caused delays shall be accounted for before Owner or NCORR caused delays in the case of concurrent delays.

- c. Requests for extensions of time shall be made in writing to NCORR, with copies provided to NCORR, within fifteen (15) days following cause of delay. The request must contain a brief description of: the event or situation that caused the delay; how the event and situation impacted critical work needed to complete the Project on time as such work is

reflected in the schedule or reasonably inferred from the progress of construction; a statement of Contractor's inability to perform other work to mitigate the impact of the event or situation causing delay; a statement that Contractor (including employees, subcontractors, or suppliers) were not the cause of the event or situation; and such other additional work and costs incurred by Contractor resulting from the event or situation delaying Contractor's work. **Contractor understands that the failure to provide a timely request with the requested details and cost information shall result in rejection of the request absent a reasonable and substantiated explanation for the lack of timeliness which was caused by events, situations or persons outside Contractor's control. Contractor further understands that the payments made under this Contract are from a federal grant administered by a State agency and, as a result, Contractor understands that any requests for time extensions are subject to the State and federal False Claims Acts and auditing requirements.**

- d. If a performance or payment bond has been provided by Contractor for this Project, then Contractor shall notify its surety in writing of any extension of time that is granted by NCORR.

ARTICLE 13 – APPLICATIONS FOR PAYMENT

- a. Contractor shall submit to NCORR a request for payment for work done on a schedule agreed upon by Contractor and NCORR. The request shall be in the form agreed upon between Contractor and NCORR, but shall show substantially the value of work done and materials delivered to the site during the period since the last payment, and shall sum up the financial status of the contract with the following information:
1. Total value of contract including change orders.
 2. Value of work completed to date.
 3. Less five percent (5%) retainage.
 4. Less previous payments.
 5. Current amount due.
- b. Contractor, upon request of NCORR, shall substantiate the request with invoices of vouchers or payrolls or other evidence including compliance with federal prevailing wage laws.
- c. Prior to submitting the first request, Contractor shall prepare for NCORR a schedule of values (SOV) showing a breakdown of the contract price into values of the various parts of the work, so arranged as to facilitate payments to Contractor and subcontractors. Contractor shall list the value of each subcontractor and supplier, identifying each minority business subcontractor and supplier.
- d. NCORR will withhold retainage up to the statutory amount of five percent (5%) to ensure a prequalified contractor's completion of the project and/or to resolve any disputes with NCORR or subcontractors.

ARTICLE 14 - CERTIFICATES OF PAYMENT AND FINAL PAYMENT

- a. Within five (5) days from receipt of request for payment from Contractor (or other date set by Contractor and NCORR), Contractor shall issue and forward to NCORR a certificate for payment. This certificate shall indicate the amount requested by Contractor. If the certificate is not approved by NCORR, NCORR shall state in writing to Contractor and NCORR his reasons for withholding payment.
- b. No certificate issued or payment made shall constitute an acceptance of the work or any part thereof until issuance of a certificate of occupancy issued by AHJ and NCORR closeout the contract (warranties and guarantees shall remain in effect after contract closeout). The making and acceptance of final payment shall constitute a waiver of all claims by Contractor against Owner or NCORR except:
1. Claims arising from unsettled liens or claims against Contractor.
 2. Faulty work or materials appearing after final payment.
 3. Failure of Contractor to perform the work in accordance with drawings and specifications, such failure appearing after payment.
 4. As conditioned in any payment bond.
- e. Contractor shall forward to NCORR the final application for payment along with the following documents:

1. List of minority business subcontractors and material suppliers showing breakdown of contract amounts and total actual payments to subs and material suppliers.
2. Affidavit of Release of Liens.
3. Affidavit of Contractor of payment to material suppliers and subcontractors.
4. Consent of Surety to Final Payment.
5. Certificates of state agencies required by state law.
6. If applicable, Asbestos Manifest from a permitted disposal facility.
7. Warranty certification by homeowner.
8. Homeowner Acceptance of Work.

ARTICLE 15 - PAYMENTS WITHHELD

- a. NCORR may withhold payment for the following reasons:
 1. Faulty work not corrected.
 2. The unpaid balance on the contract is insufficient to complete the work in the judgment of the designer and/or NCORR.
 3. To provide for sufficient contract balance to cover liquidated damages that will be assessed.
 4. Payment documentation has not been submitted by the contractor or is unacceptable.
 5. Non-compliance with contractual requirements.
- b. When grounds for withholding payments have been removed, payment will be released.

ARTICLE 16 - MINIMUM INSURANCE REQUIREMENTS

COVERAGES - During the term of the Contract, Contractor 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, Contractor shall provide and maintain contractual coverage and limits and obtain the required performance bond. In addition to requirements found in the North Carolina General Contract Terms and Conditions, the following apply:

- a. Property Insurance (Builder's Risk/Installation Floater) - Contractor shall purchase and maintain property insurance until final acceptance, upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of Owner, Contractor, the subcontractors and sub-subcontractors in the work and shall insure against the perils of fire, wind, rain, flood, extended coverage, and vandalism and malicious mischief. If Owner is damaged by failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all reasonable costs properly attributable thereto. Contractor shall affect and maintain similar property insurance on portions of the work stored off the site when request for payment per articles so includes such portions.
- b. Deductible-Any deductible, if applicable to loss covered by insurance provided, is to be borne by Contractor.

REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of Contractor and is of the essence of this 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 Commissioner of Insurance to do business in North Carolina. Contractor 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 this Contract. The limits of coverage under each insurance policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under the Contract.

After NCORR's assignment of the Contract to Contractor and prior to performance of the contract, Contractor shall provide proof of the foregoing insurance coverages by providing NCORR with a certificate of insurance. Contractor shall provide a

copy of the certificate of insurance upon request of Owner or Owner's attorney. If any personal injury or property damage or claim of such injury or damage should occur during construction of the Project, Contractor shall provide upon request of NCORR, subcontractor, any employee of an entity inspecting the property or providing architectural, engineering and/or land surveying services (including but not limited to State employees, employees of any authority having jurisdiction), Owner, and/or any attorney representing Owner a complete copy of any insurance policy that may provide coverage for the injury, damages and/or claim.

NOTE: The State Tort Claims Act, N.C. Gen. Stat. §§ 143-291 et seq., may apply to any incident involving any State employees who may be at the Project site during construction for purposes of performing CDBG-DR grant monitoring/compliance work and/or inspection of construction if he/she allegedly caused property damage or personal injury. However, the State of North Carolina and the U.S. Department of Housing and Urban Development are not liable for any personal injury, property damage, any other tort claim, or breach of this Contract by virtue of funding any portion of the construction via the CDBG-DR award to Owner.

ARTICLE 17 - PAYMENT & PERFORMANCE BONDS

- a. NCORR will require Contractor to furnish a payment bond executed by a surety company authorized to do business in North Carolina. The bond shall be in the full contract amount. The bond shall be executed in the form as required by NCORR. Payments bonds will be required for major new construction projects.
- b. All bonds shall be countersigned by an authorized agent of the bonding company who is licensed to do business in North Carolina.
- c. **Performance Bond** – NCORR will require Contractor to furnish a performance bond executed by a surety company authorized to do business in North Carolina. The performance bond shall be in the full contract amount. Contractor shall submit a sample performance bond and sample power of attorney to NCORR for review and approval.

ARTICLE 18 - CONTRACTOR'S AFFIDAVIT

The final payment of retained amount due Contractor on account of the contract shall not become due until Contractor has furnished to NCORR an affidavit signed, sworn and notarized to the effect that all payments for materials, services or subcontracted work in connection with his contract have been satisfied, and that no claims or liens exist against Contractor in connection with this contract. In the event that Contractor cannot obtain similar affidavits from subcontractors to protect Contractor and Owner from possible liens or claims against the subcontractor, Contractor shall state in his affidavit that no claims or liens exist against any subcontractor to the best of Contractor's knowledge, and if any appear afterward, Contractor shall hold NCORR and Owner harmless.

ARTICLE 19 - USE OF PREMISES

- a. Contractor shall confine its equipment, the storage of materials and the operations of its workmen to limits indicated by law, ordinances, permits or directions of AHJ and NCORR and shall not exceed those established limits in his operations.
- b. Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.
- c. Contractor shall enforce NCORR's instructions regarding signs, advertisements, fires and smoking.
- d. No firearms, any type of alcoholic beverages, or drugs (other than those prescribed by a physician) will be permitted at the job site.

ARTICLE 20 - CUTTING, PATCHING AND DIGGING

- a. Contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other subcontractors shown upon or reasonably implied by the drawings and specifications for the completed structure, as the designer or NCORR may direct.
- b. Any cost brought about by defective or ill-timed work shall be borne by the party responsible therefore.
- c. Contractor should coordinate the work of the subcontractors to avoid unnecessary cutting, fitting or patching so that Contractor avoids damaging the work of its subcontractors, and subcontractors avoid damaging the work of Contractor and/or other subcontractors.

ARTICLE 21 - CLEANING UP

- a. Contractor shall keep the building and surrounding area reasonably free from rubbish at all times, and shall remove debris from the site on a timely basis or when directed to do so by NCORR. Contractor shall provide an onsite refuse container(s) for the use of all contractors. Contractor shall remove rubbish and debris from the building on a daily basis. Contractor shall broom clean the building as required to minimize dust and dirt accumulation.
- b. Contractor shall provide and maintain suitable all-weather access to the building.
- c. Before final inspection and acceptance of the building, Contractor shall clean the work area, including glass, hardware, fixtures, masonry, tile and marble (using no acid), clean and wax all floors as specified, and completely prepare the building for use by Owner, with no cleaning required by Owner.

ARTICLE 22 - GUARANTEE

- a. Contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the date of final acceptance of the work or beneficial occupancy and shall replace such defective materials or workmanship without cost to Owner. Contractor shall provide a ten (10) year warranty for all structural work performed under the Contract.
- b. Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. Contractor shall replace such defective equipment or materials, without cost to Owner, within the manufacturer's warranty period.
- c. Additionally, Owner may bring an action for latent defects caused by the negligence of Contractor which are hidden or not readily apparent to Owner or NCORR at the time of final acceptance, whichever occurred first, in accordance with applicable law.
- d. Guarantees for roof, equipment, materials, and supplies shall be stipulated in the specification's sections governing such roof, equipment, materials, or supplies. Contractor shall also provide all instruction manuals stipulated in the specification sections and/or that were furnished to Contractor from the manufacturer (e.g., hot water heaters, HVAC units, electrical equipment or fixtures, plumbing equipment and fixtures, appliances, etc.).

ARTICLE 23 – WOMEN AND MINORITY BUSINESS PARTICIPATION

2 C.F.R. § 200.321 requires that all necessary affirmative steps are taken to assure that minority and women's businesses are used when possible, and N.C. Gen. Stat. 143-128.2 establishes a ten percent (10%) goal for participation by minority and women owned businesses in total value of work for the HRP. The document, *Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts*, including Affidavits, is found on the N.C. State Construction Office website.

ARTICLE 24 – CONTRACTOR EVALUATION

Contractor's overall work performance on each assigned or awarded HRP project/contract shall be fairly evaluated in accordance with the policy and procedures for determining continued prequalification for future work in the HRP. Contractor Evaluation Procedures are hereby incorporated and made a part of Contractor's approval of its application for prequalification. NCORR will evaluate Contractor's performance.

ARTICLE 25 – GIFTS

Pursuant to N.C. Gen. Stat. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, subcontractor, supplier, vendor, etc.) to make gifts or to give favors to any State employee. This prohibition covers those vendors and contractors who: (1) have a contract with a governmental agency; or (2) have performed under such a contract within the past year; or (3) anticipate bidding on such a contract in the future. For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review G.S. Sec. 133-32.

During the construction of the Project, Contractor and subcontractors are prohibited from making gifts to any employees of NCORR and/or any other State employee from any other State Agency that may have any involvement, influence, responsibilities, oversight, management and/or duties that pertain to and/or relate to the contract administration, financial administration and/or disposition of claims arising from and/or relating to the Contract and/or Project. In addition, Contractors are prohibited from making gifts to the Owner at any time. Contractors in violation of this provision of the

agreement will be removed from participation in the program and reported to the HUD Office of Inspector General for investigation.

ARTICLE 26 – AUDITING-ACCESS TO PERSONS AND RECORDS

In accordance with 2 C.F.R. § 200.501 and N.C. Gen. Stat. §147-64.7, the Office of the Inspector General (OIG), State Auditor, NCORR or other applicable state agency internal auditors, or HUD shall have access to NCORR's and Contractor's officers, employees, agents and/or other persons in control of and/or responsible for Contractor's records that relate to this Contract for purposes of conducting audits under the referenced statute. HUD and NCORR's internal auditors shall also have the right to access and copy NCORR's and Contractor's records relating to the Contract and Project during the term of the Contract and within five years following the completion of the Project/close-out of the Contract to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to NCORR's and Contractor's requests for payment, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for loss efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from NCORR and/or Owner.

ARTICLE 27 – NORTH CAROLINA FALSE CLAIMS ACT

The False Claims Act (31 U.S. Code § 3729) and the North Carolina False Claims Act ("NCFCA"), N.C Gen. Stat. § 1-605 through 1-618, apply to this Contract. Contractor should familiarize itself with the False Claims Act and the NCFCA and should seek the assistance of an attorney if it has any questions regarding the NCFCA and its applicability to any requests, demands and/or claims for payment it submits to the State through the contracting state agency, institution, university or community college.

The purpose of the NCFCA "is to deter persons from knowingly causing or assisting in causing the State to pay claims that are false or fraudulent and to provide remedies in the form of treble damages and civil penalties when money is obtained from the State by reason of a false or fraudulent claim." (Section 1-605(b).) Contractor's liability under the NCFCA may arise from, but is not limited to: requests for payment, invoices, billing, claims for extra work, requests for change orders, requests for time extensions, claims for delay damages/extended general conditions costs, claims for loss productivity, claims for loss efficiencies, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, documentation used to support any of the foregoing requests or claims, and/or any other request for payment from the State through the contracting state agency, institution, university or community college.

ATTACHMENT E: HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

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 RFB. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330. The Vendor shall respond to the below.

a) **Is Vendor Certified with North Carolina as a Historically Underutilized Business?** Yes No

NOTE: The North Carolina HUB Office only certifies a Vendor under one classification.

If so, indicate HUB classification:

- B** (Black) **HA** (Hispanic) **AA** (Asian American) **AI** (American Indian) **W** (Female)
 D (Disabled) **SED** (Socially Economically Disadvantaged)

The above are the NC HUB Office classifications. To view NC HUB classification, <http://www.doa.nc.gov/hub/swuc.htm>

b) **If Vendor is Not Certified with North Carolina as a Historically Underutilized Business indicate the below.**

- Applied for North Carolina HUB certification; application pending.
 Not a HUB vendor.

ATTACHMENT F: HUB UTILIZATION PLAN

North Carolina statute requires a 10% goal for HUB participation. This form should contain a detailed description of the supplies and/or services to be provided by each North Carolina certified HUB vendor under this Contract. Attach additional sheets if necessary.

The percentage should be determined by adding all “Anticipated Dollar Value of Subcontracts” from this form and dividing it by the total bid amount.

If the 10% HUB goal is not met, then documentation **MUST** be attached which **explains the good faith efforts made** to reach the 10% HUB goal (not rounded). NCORR will evaluate the good faith efforts and, in its sole discretion, will determine if the efforts made are sufficient. If the goal is not met and sufficient good faith efforts (as determined solely by NCORR) are not made then the bid will be deemed non-responsive.

North Carolina HUB certified vendors are located at <https://evp.nc.gov> Vendors should confirm the subcontractor listed in the below form are North Carolina certified prior to completing the form.

Complete ALL fields in the below form. At least one (1) subcontract MUST be listed.

North Carolina HUB <i>Certified</i> Supplier / Subcontractor (Name, Address, and Phone Number)	Detailed <u>Description</u> of HUB Suppliers/Services to be Provided under this IFB	<i>Anticipated Dollar</i> Value of HUB Suppliers/Subcontracts
NC Bert, LLC. 4030 Wake Forest Rd Ste 349 Raleigh, NC 27609	General Contracting	\$
P&S Grading LLC 4211 Belvoir Drive, Greensboro, NC 336-601-4557	Site Prep, Cleaning, Grading, Erosion Control, etc.	\$
Crystal Clean Cleaners, 2045 Eastwood Ter. Lumberton, NC	Cleaning Service	\$
		\$
		\$
Total Anticipated Dollar (\$) Value of HUB Suppliers/Subcontracts		\$
Total Dollar (\$) Amount Bid for this RFB		\$
Percentage (%) of Anticipated HUB Participation		10 %

ATTACHMENT G: SECTION 3 UTILIZATION

This form must be submitted with the bid response and must contain a detailed description of the supplies and/or services to be provided by each certified Section 3 Business under this Contract. Attach additional sheets if necessary.

At least one (1) subcontract MUST be listed.

Full Section 3 compliance will be assessed quarterly and will factor into the Vendor’s scorecard score.

Section 3 Vendors can be found at <https://hudapps.hud.gov/OpportunityPortal/>

Complete ALL fields in the below form.

<u>Certified</u> Section 3 Supplier / Subcontractor (Name, Address, and Phone Number)	<u>Detailed Description</u> of Section 3 Suppliers / <u>Services</u> to be Provided under this Contract	<u>Anticipated</u> Number of Section 3 <u>Hours</u> to be Provided under this Contract
KD Electric 1110 2nd St, Lumberton, NC (910)674-4760	Electrical work	12 Hours
		Hours
		Hours
		Hours
		Hours

ATTACHMENT H: 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 The Contract. The State will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Vendor shall complete items a) and b) below.

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

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

1. List the location(s) outside the United States where work under The 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) Vendor shall Identify all U.S. locations at which performance will occur:

North Carolina and New Orleans, LA

Vendor shall provide notice, in writing to the State, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other persons performing Services under the Contract to a location 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.

DUCKY RECOVERY LLC

Unique Entity ID
VBRKR863AKM1

CAGE/NCAGE
[REDACTED]

Registration Status

Expiration Date

● Active Registration

Jul 18, 2023

Purpose of Registration
All Awards

Physical Address
**5333 River RD STE D
Harahan, Louisiana
70123-5257, United States**

Mailing Address
**PO Box 23741
New Orleans, Louisiana
70183, United States**



Roy Cooper, Governor
Eddie M. Buffaloe, Jr., Secretary

Laura H. Hogshead, Director

Procurement Office

IMPORTANT BID ADDENDUM

August 22, 2023

VENDOR SHOULD EXECUTE AND RETURN THIS ADDENDUM WITH ITS RFB RESPONSE.

RFB Number: **RFB.Informal.Recon 04**

COMMODITY/SERVICE: **Residential Construction Services**

ADDENDUM Number: 01

USING AGENCY: NCORR

PURCHASER: Margaret Serapin

Opening Date: Remains August 24, 2023, at 2:00 pm ET

RESPONSES TO QUESTIONS RECEIVED:

1. **QUESTIONS AND ANSWERS:** Below are the responses to the questions received as of August 22, 2023, by the 10:00 am ET deadline.

Question #	Reference	Question(s)	Answer(s)
1	General	Are these homes MHU's or stick-built? I noticed the floor plan selections have already been picked. If stick-built can a modular home be used instead?	These are stick built homes not manufactured or modular homes.
2	General	Is there a Scope of Work for items such as flooring, colors, appliances, and accessibility?	Please refer to section 5.0 of the RFB and the base design plans for details.
3	Attachment A	What, specifically, does Tier I and Tier II mean in regards to abatement?	This RFB is for reconstruction homes. Projects do not require pricing consideration for asbestos or lead abatement as noted in the scope of work section.
4	General	Can we bid on portions of this RFB Recon 04?	There are no requirements for the number of projects that vendors must submit a bid for.
5	General	Is there a minimum number of homes or maximum required to bid?	There are no requirements for the number of projects that vendors must submit a bid for.

Question #	Reference	Question(s)	Answer(s)
6	General	Can we use the alternate foundation plan provided by Summit, ("alternate stem wall section" 7/8/2022) rather than in the original plans?	For projects that require elevation, the structural plans (noted in the file) are provided separately from the base design plans.
7	General	Can we spread awarded homes out six (6) weeks between NTP requests?	See section 4.6 and 5.0 of the RFB.

Execute Addendum:

VENDOR: _____

AUTHORIZED SIGNATURE: _____ 

NAME and TITLE (Print or Typed): _____

RFB Number: RFB.Informal.Recon_XX
RFB Description: Reconstruction and Reconstruction plus Elevation
Vendor Name: Ducky Recovery, LLC

"A" Location "B" Location "C" Location

Project Number	APP #	Address	City	County	Floorplan Selection	Elevation Required (Y/N)	Accessibility Needs (Y/N)	SQFT.	Elevation '	Price Per Square Foot	Lump Sum for Elevation (Cap \$22,000)	Final Cost
1	APP-03073		TABOR CITY	Columbus	Winslow II	No	Yes	1601		\$ 162.00		\$ 259,362.00
2	APP-04944		Windsor	Bertie	Clara	No	No	1750		\$ 220.00		\$ 385,000.00
3	APP-05117		Tabor City	Columbus	Julia II	No	No	1525		\$ 162.00		\$ 247,050.00
4	APP-05295		Wade	Cumberland	Turner	No	No	2108		\$ 156.80		\$ 330,534.40
5	APP-05312		red springs	Robeson	O'Neill	No	Yes	2697		\$ 151.00		\$ 407,247.00
6	APP-05514		Rose Hill	Duplin	Turner	No	Yes	2108		\$ 158.00		\$ 333,064.00
7	APP-07699		Bladenboro	Bladen	Clarke I	No	No	1348		\$ 168.00		\$ 226,464.00
8	APP-08120		Pink Hill	Duplin	Clarke I	No	Yes	1348		\$ 171.00		\$ 230,508.00
9	APP-08425		Kelly	Bladen	Julia II	No	No	1525		\$ 165.00		\$ 251,625.00
10	APP-08519		Wilmington	New Hanover	Winslow II	No	Yes	1601		\$ 167.70		\$ 268,487.70
11	APP-00519		Princeville	Edgecombe	Clarke I	Yes	Yes	1348	9'	\$ 230.00	\$ 22,000.00	\$ 332,040.00
12	APP-00601		Princeville	Edgecombe	Haywood II Ranch	Yes	No	1427	6'	\$ 220.00	\$ 22,000.00	\$ 335,940.00
13	APP-00919		Hope Mills	Cumberland	Clarke I	Yes	Yes	1348	6'	\$ 177.00	\$ 14,000.00	\$ 252,596.00
14	APP-01043		Tarboro	Edgecombe	Julia II	Yes	No	1525	5'	\$ 220.00	\$ 22,000.00	\$ 357,500.00
15	APP-01058		Fayetteville	Cumberland	Clarke I	Yes	Yes	1348	8'	\$ 188.00	\$ 22,000.00	\$ 275,424.00
16	APP-01364		Tarboro	Edgecombe	Flynn	Yes	No	2118	7'	\$ 209.00	\$ 22,000.00	\$ 464,662.00
17	APP-02558		Lumberton	Robeson	Whitney II	Yes	Yes	1155	5'	\$ 178.00	\$ 14,000.00	\$ 219,590.00
18	APP-02685		Maxton	Robeson	Hadley I Ranch	Yes	Yes	1234	7'	\$ 186.00	\$ 22,000.00	\$ 251,524.00
19	APP-02817		Seven Springs	Wayne	Haywood II Ranch	Yes	Yes	1427	4'	\$ 177.00	\$ 10,000.00	\$ 262,579.00
20	APP-02827		Hope Mills	Cumberland	Bennett	Yes	Yes	1768	6'	\$ 166.00	\$ 14,000.00	\$ 307,488.00
21	APP-02848		Fair Bluff	Columbus	Haywood II	Yes	Yes	1427	6'	\$ 172.00	\$ 14,000.00	\$ 259,444.00
22	APP-02946		Windsor	Bertie	Winslow II	Yes	Yes	1,601	4'	\$ 230.00	\$ 22,000.00	\$ 390,230.00
23	APP-02961		Chadbourn	Columbus	Clarke I	Yes	Yes	1348	6'	\$ 181.00	\$ 22,000.00	\$ 265,988.00
24	APP-03118		Windsor	Bertie	Hadley I	Yes	No	1247	6'	\$ 230.00	\$ 22,000.00	\$ 308,810.00
25	APP-03185		Tabor City	Columbus	Hadley I	Yes	No	1247	4'	\$ 173.00	\$ 9,000.00	\$ 224,731.00
26	APP-03517		Rocky Point	Pender	Winslow II	Yes	No	1601	5'	\$ 165.00	\$ 13,000.00	\$ 277,165.00
27	APP-03742		Grifton	Lenoir	Bennett	Yes	Yes	1768	7'	\$ 176.00	\$ 22,000.00	\$ 333,168.00
28	APP-03775		Fayetteville	Cumberland	Winslow II	Yes	No	1601	4'	\$ 190.00	\$ 12,000.00	\$ 316,190.00
29	APP-03969		Sanford	Harnett	Julia II	Yes	Yes	1525	9'	\$ 195.00	\$ 22,000.00	\$ 319,375.00
30	APP-04524		Whiteville	Columbus	Flynn	Yes	Yes	2118	4'	\$ 155.00	\$ 10,000.00	\$ 338,290.00
31	APP-04926		Clarkton	Columbus	Julia II	Yes	No	1525	5'	\$ 165.00	\$ 12,000.00	\$ 263,625.00
32	APP-05309		Pollockville	Jones	Haywood II	Yes	Yes	1427	6'	\$ 174.00	\$ 16,000.00	\$ 264,298.00
33	APP-05766		Maxton	Robeson	Whitney II	Yes	Yes	1155	4'	\$ 178.90	\$ 10,000.00	\$ 216,629.50
34	APP-05892		New Bern	Craven	Julia II	Yes	No	1525	7'	\$ 209.00	\$ 22,000.00	\$ 340,725.00
35	APP-05988		Maxton	Robeson	Julia II	Yes	No	1525	6'	\$ 167.70	\$ 22,000.00	\$ 277,742.50
36	APP-06435		Kelly	Bladen	Whitney II	Yes	No	1155	6'	\$ 177.00	\$ 15,000.00	\$ 219,435.00
37	APP-06637		Beaufort	Carteret	O'Neill	Yes	Yes	2697	5'	\$ 209.00	\$ 22,000.00	\$ 585,673.00
38	APP-06820		Bladenboro	Bladen	O'Neill	Yes	Yes	2697	6'	\$ 154.00	\$ 17,000.00	\$ 432,338.00
39	APP-06876		New Bern	Craven	Bennett	Yes	No	1768	7'	\$ 209.00	\$ 22,000.00	\$ 391,512.00
40	APP-07303		Clarkton	Bladen	Clarke I	Yes	No	1348	3'	\$ 171.00	\$ 5,000.00	\$ 235,508.00
41	APP-07479		Snow Hill	Greene	Julia II	Yes	Yes	1525	4'	\$ 173.00	\$ 9,000.00	\$ 272,825.00
42	APP-07535		Burgaw	Pender	Cameron II	Yes	No	1540	6'	\$ 165.00	\$ 14,000.00	\$ 268,100.00
43	APP-07540		Clarkton	Bladen	Whitney I	Yes	Yes	1216	4'	\$ 176.00	\$ 11,000.00	\$ 225,016.00
44	APP-07574		Bladenboro	Bladen	Haywood II	Yes	Yes	1427	5'	\$ 175.00	\$ 13,000.00	\$ 262,725.00
45	APP-07697		Lumberton	Robeson	Whitney II	Yes	Yes	1155	6'	\$ 179.00	\$ 15,000.00	\$ 221,745.00
46	APP-07748		New Bern	Craven	Whitney I	Yes	Yes	1216	5'	\$ 219.00	\$ 22,000.00	\$ 288,304.00
47	APP-08111		Maxton	Robeson	Bennett	Yes	No	1768	4'	\$ 159.00	\$ 9,000.00	\$ 290,112.00
48	APP-08189		Burgaw	Pender	Bennett	Yes	No	1768	10'	\$ 174.90	\$ 22,000.00	\$ 331,223.20
49	APP-08283		New Bern	Craven	Bennett	Yes	Yes	1768	6'	\$ 209.00	\$ 22,000.00	\$ 391,512.00
50	APP-08317		Carolina Beach	New Hanover	Turner	Yes	Yes	2108	8'	\$ 184.00	\$ 22,000.00	\$ 409,872.00

Total \$ 15,220,996.30

A photograph of two construction workers in a trench. The worker in the foreground is wearing a blue hard hat, a blue long-sleeved shirt, and a high-visibility yellow safety vest. He is holding a wooden handle, possibly for a shovel or a tool. The worker in the background is wearing a white hard hat and a blue short-sleeved shirt, and is holding a large, flexible grey hose. The trench is filled with dirt and some equipment. The background is a wooden wall with some green paint. The text "Contractor Experience" is overlaid in the center of the image.

Contractor Experience

Company Profile

The team assembled under the Ducky Recovery, LLC. brings together a group of experts who have worked on CDBG-DR programs across the country for over fifteen years. Ducky has handled over \$250 million worth of housing projects at the federal, state and local levels. Key program personnel and principals of the firm have been in the residential construction business for over 20 years. Ducky Recovery, LLC. was originally formed in 2013 by Daniel McKearan and Charlie Johnson. Both individuals with a long history in the general contracting and home elevation businesses. The company currently successfully operates across several states providing general contracting and home elevation services to major federal programs. In total, the company has 40+ employees spread across its locations. Our key personnel have experience in HUD CDBG-DR and CDBG-MIT including services such as program management, construction management, reconstruction, rehabilitation, home elevation, manufactured and modular housing installation, regulatory compliance, environmental and safety, and customer and public relations.

Key personnel have a combined experience of more than 50 years in CDBG-DR

Ducky has performed recovery projects for city, county, state and federal government agencies. The team is fully equipped to ensure that all state and local building and zoning requirements are met and/or exceeded. The company has extensive experience executing reconstructions, rehabilitations and home elevations with private, state and federal funds including the use of CDBG-DR funds. Ducky has worked with a number of CDBG-DR funded programs including New York Job Order Contracting Program, New York Rising Housing Recovery Program, New York City Build it Back Department of Design and Construction, NYC Build It Back Repair Program Choose Your Own Contractor, New Jersey Low-to-Moderate Income Homeowners Rebuilding Program, Reconstruction Rehabilitation Elevation and Mitigation Program Pathways B and C, Rebuild Florida-Hurricane Irma Housing Repair and Replacement Program, North Carolina - RebuildNC- Reconstruction, Rehabilitation, and Replacement, Baton Rouge Housing Recovery, Rebuild Florida - Hurricane Michael Housing Repair , MHU Replacement , and Reconstruction Program. Other similar programs funded through other federal recovery funds include the Galveston County Severe Repetitive Loss Program, the Santa Rosa Island Authority Mitigation Grant Program, Texas Homeowner Assistance Program (HAP), North Carolina- Shelter and Temporary Essential Power (STEP) for Hurricane Florence, and Puerto Rico HMGP.

The Ducky office handles every project, from start to finish, with a department dedicated to scheduling lifts and a separate department for the coordination of subcontracted work. The entire Ducky team operates with the assistance of Monday.com software to keep the operation flowing and on track. The software allows for three coordinated phases to efficiently manage each project from proposal to final walk-through.

Through a large number of experienced workers and knowledgeable staff, Ducky has a workforce that grows by the day and strives to perform without limitations. The entire Ducky team is rooted in providing a safe work environment. Each team member knows that a safe job site is the responsibility of each individual and together we can make that happen. Through advanced, detailed planning and daily good "housekeeping" practices the Ducky team boasts an excellent safety rating, EMR. This track record is held with honor by both senior leadership and field staff.

The entire Ducky team is committed to provide a safe work environment. Each team member knows that a safe job site is the responsibility of each individual and together we can make that happen.

Ducky's bonding capacity is \$50,000,000 with a credit capacity of \$20,000,000. The company's impeccable fiscal standing and work experience provides Ducky with a firm financial foundation and bonding capacity to meet any and all qualifications that might be requested. While Ducky brings expertise, project management, state-of-the-art equipment, and manpower to the table, the company relies on subcontractors to bring local labor into the projects and recovery dollars into the community. This way, the community participates in the renovation process and there is a greater connection between the residents and the recovery work being performed. Ducky is experienced in seeking out minority and women-owned business as well as Section 3 qualified business and business with HUB certification.

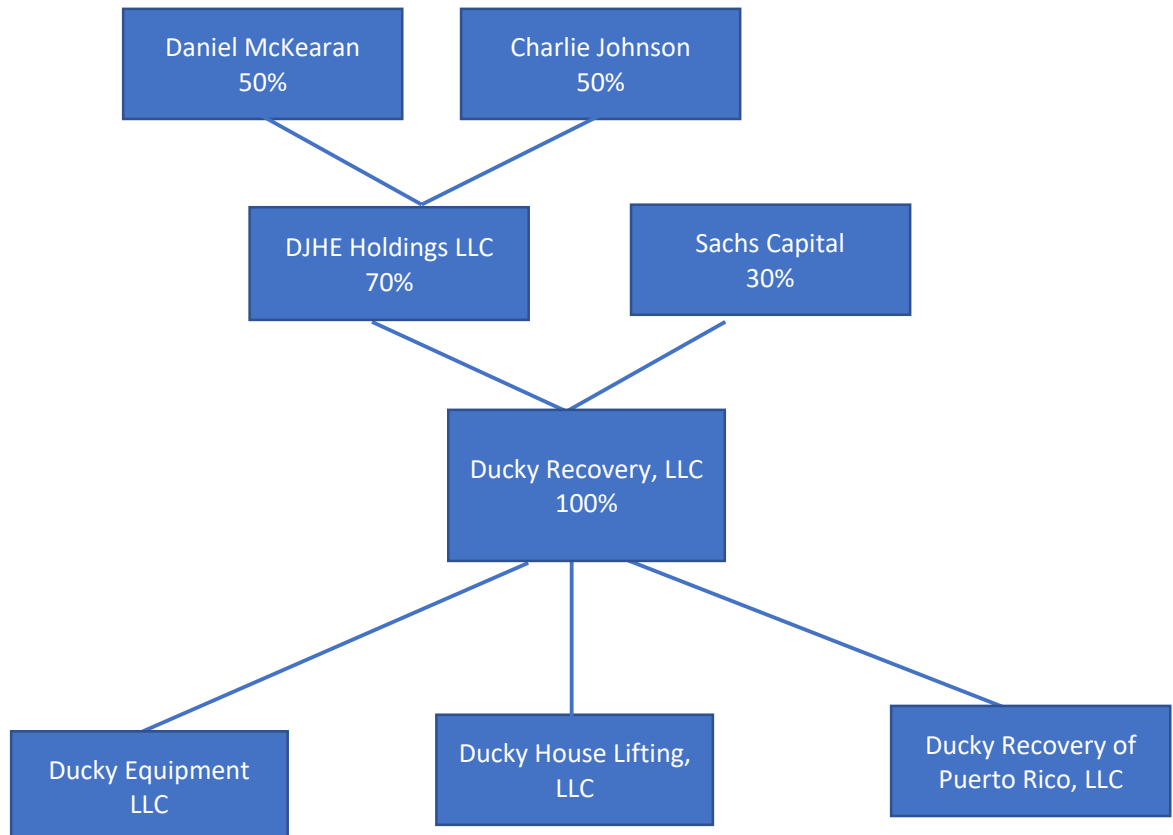
Ducky is also proud of its philanthropic involvement in the communities in which we engage. In New Jersey we have proudly supported the Toms River Fire Department and local Catholic Charities. In New York we are supporters of the Broad Channel Athletic Club and Rockaway Rising. And, in Puerto Rico we support Gunning for a Cure. We look forward to the opportunity to have a similar participation in the Puerto Rico communities.

Our team members have been employees managing construction directly for the government entities overseeing massive residential construction programs and contracted as vendors to several different governments as part of their residential recovery projects.

Point of Contacts for RFP# 19-RFP-014914-GSX

Danny McKearan, CEO
 PO Box 23741, New Orleans, LA 70183
 Danny@duckyjohnson.com
 Ph. 504.628.7562 Fax. 504.322.2702

David Cohn, CFO
 PO Box 23741, New Orleans, LA 70183
 Davidc@duckyjohnson.com
 Ph. 504.655.7123 Fax. 504.322.2702



Ducky Johnson Home Elevation, LLC was originally formed in 2013 by Daniel McKearan and Charlie Johnson. Both individuals with a long history in the general contracting and home elevation businesses. The company successfully operated for 5 years providing general contracting and home elevation services to major federal programs. In January of 2018, Daniel and Charlie took on a new financial partner in Sachs Capital to help with expanding the company. In order to facilitate the partial sale of the business, Daniel and Charlie formed DJHE Holdings to jointly own their shares in Ducky Recovery, LLC. All services requested under the Solicitation will be performed by Ducky Recovery of Puerto Rico, LLC.

The origins of the company date back to 1963, with little more than a dilapidated truck, a set of steel beams purchased on a payment plan and the vision of Ducky Johnson; the company has grown to become a national leader based on determination, sacrifice and manual labor. Ducky has received numerous national and international awards for its work in structural moving and elevation. However, the company’s mantra is focused on striving for the award of homeowner satisfaction. Charlie Johnson, Ducky partner and past board member of IASM, The International Association of Structural Movers, maintains access to the most up-to-date information, technology and processes in the industry on both a national and global scale. Danny McKearan, Ducky partner, has more than 20 years of International and United States construction experience. Between the two, Charlie Johnson and Danny McKearan, have rehabilitated, reconstructed and lifted thousands of homes and millions of square feet in CDBG-DR programs across the country.

Client Programs	Contract Term	Contract Value	Funding
Texas General Land Office Texas Homeowner Assistance Program (HAP)	2019-present	\$100 M	CDBG-DR
Florida Department of Economic Opportunity Rebuild Florida- Hurricane Irma Housing Repair and Replacement program	2019-present	\$100 M	CDBG-DR
New York City Mayor’s Office of Housing Recovery (HRO) New York City Build It Back	2014-2018	\$45 M	CDBG-DR
Florida Department of Economic Opportunity ReBuild Florida- Hurricane Michael Housing Repair and Replacement program	2021-present	\$40 M	CDBG-DR
Texas General Land Office Houston and Harris County HAP	2020-present	\$25 M	CDBG-DR
State of North Carolina- Division of Emergency Management & Robeson County	2018-present	\$4 M	CDBG-DR

ReBuild NC- Rehabilitation/Reconstruction/MHU Replacment			
NJ Department of Community Affairs MHU LMI Program Reconstruction, Rehabilitation, Elevation & Mitigation Program (RREM) Landlord Rental Repair Program (LRRP) Hazard Mitigation Grant Program (HMGP)	2013-2018	\$3 M	CDBG-DR
New York Rising Program- Governor's Office of Storm Recovery	2016-2018	\$2 M	CDBG-DR
Departamento de la Vivenda- Gobierno De Puerto Rico Puerto Rico- Tu Hogar Renace Program	2017-2018	\$1.4 M	FEMA
State of North Carolina- Division of Emergency Management (NCEM) NC Step- Florence	2019	\$1.4 M	FEMA

Key Program Summaries:

Texas GLO - Ducky currently engaged in rehabilitation and reconstruction projects in this program all of which span a vast geographical area from Beaumont to Galveston and surrounding areas. Have completed over 450 homes.

NYC Build it Back - Ducky performed nearly 300 rehabilitation and elevation projects in this program scattered across New York's 5 boroughs.

Florida DEO - Ducky is currently engaged in MHU, reconstruction and rehabilitation projects in this program scattered across the state. Projects span from the Florida Keys to the Florida Panhandle. Have completed over 720 homes-Including 36 Modular projects..

NJ RREM Program – Ducky performed over 300 rehabilitation and elevation projects in this program spread across multiple counties.

RebuildNC - Ducky is currently engaged in this program performing mobile home replacements, rehabilitations and reconstructions at scattered sites throughout Robeson County, NC and surrounding areas. Completed

NJ LMI - The LMI program was installed at the end of the RREM program and as such required significant outreach to the participants to inform them about the availability as well as the eligibility requirements. Ducky was able to assist in these program education efforts. We performed a combination of mobile home & modular home elevations as well as new installations within this program.

Puerto Rico – Tu Hogar Renace - Ducky performed over 400 shelter in place projects in this program

NC STEP - Ducky performed over 400 shelter in place projects in this program.

Key Personnel

DANNY MCKEARAN – CEO/PRINCIPAL/Program Director – Harahan, LA



Based in New Orleans, Louisiana, Mr. McKearan is dedicated to high standards of performance with a constant drive towards improved efficiencies. With a thorough knowledge of the construction industry, McKearan has more than 20 years in the construction industry running the gamut from residential, commercial, civil & marine construction. He has managed multiple locations and been successfully responsive to multiple disasters simultaneously. Danny formed Ducky Recovery in response to Superstorm Sandy along with Charlie Johnson. He saw this as an opportunity to use our respective skill sets to assist homeowners throughout the elevation and rehabilitation process in post disaster situations. Ducky has elevated, rehabbed, replaced, and/or reconstruction/new construction over 1500 homes to date as a result. Ducky Recovery, LLC. is currently active in Texas, New York, New Jersey, Louisiana, North Carolina, Florida and Puerto Rico.

CHARLIE JOHNSON – COO/PRINCIPAL – Marianna, FL



Based in Marianna, Florida, Mr. Johnson was born into the business as a 3rd generation structural mover. He started working actively in the field as a young teen obtaining wealth of knowledge along the way. He has 25 years of hands-on construction experience.

He travels internationally in search of the most innovative equipment in the moving industry. He purchased two of the only four hydraulic moving trailers in the United States. He purchased from New Zealand, the toe jack system, a highly efficient system for raising structures. He owns and operates the self-propelled remote-control powered dollies. Only a few in the moving industry own and operate this technologically advanced equipment. He has also been featured in several magazines and cable network shows.

Mr. Johnson has elevated over 1 million square feet of homes in the Hazard Mitigation Grant Program and Severe Repetitive Loss programs of Louisiana. Relocated and elevated approximately five thousand homes and structures during ownership and management of Ducky Johnson House Movers in New Jersey, New York and throughout the Gulf Coast.

DORIS DELGADO – Harahan, LA



Dedicated bilingual administrative professional with over twenty years of experience in the construction and disaster recovery industry. Proficient in billing, payables, safety, insurance, and bonding. She is a highly effective communicator with ability to quickly adapt to a situation.

MICHAEL WHITE– Leland, NC



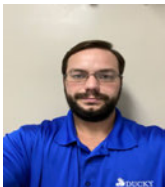
Works as Operations manager managing all operations for the REBUILDNC program and has over 8 years' experience in construction. Schedules subcontractors to perform work and communicates with homeowners. Proficient in reading construction plans, directing workers, and scheduling all future work. Also communications with NCORR and RebuildNC creating sustainable rebuild process.

GARRETT TILLMAN – Covington, LA



Works as a project manager managing jobs that are within storm recovery programs and has over 5 years' experience in construction. Schedules subcontractors to perform work and communicates with homeowners. Manages budgets for jobs. Proficient in reading construction plans, directing workers, and scheduling all future work. Key project manager in the Texas GLO program performing all reconstruction projects within 50-90 days.

ALEX WHITE – Covington, LA



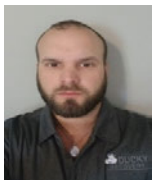
Works as a super-intendent managing jobs that are within storm recovery programs. Schedules subcontractors to perform work. Communicates with homeowners regarding job status and selections. Proficient in reading construction plans, bidding, directing workers, and scheduling all future work. Worked with the NCStep program.

CHARNELL DIMICELI – Tickfaw, LA



Corporate safety manager. Manages safety for all locations. Head of Ducky Recovery's safety committee. Multi-skilled administrative professional. Has been involved in numerous areas of Ducky Recovery's business including sales, invoicing, branch office manager and payroll. Charnell is an LPN and holds OSHA 500, 510 and 30 certifications. Certified to teach First Aid/CPR/AED and Bloodborne Pathogens. As well as EPA/HUD model Certified Lead Renovator and Lead Safety in the workplace.

NICK LIUZZA- Independence, LA



Works as a pre-construction super-intendent by overseeing all aspects of pre-construction; including homeowner communication, suppliers, and project managers. Works directly with local municipalities/ towns. Strong problem solver and use to working in a fast pace environment.

Financial Stability

As you will see from our Annual Report, Letter of Support from our bonding company and letter of support from our bank, Ducky Recovery is highly financially stable and able to be supportive of payment terms consistent with construction projects. It is our general practice to support subcontractors through advance payments for completed work prior to receiving reimbursement from the program. Ducky's bonding capacity is \$20,000,000 with a credit capacity of \$20,000,000. The company's impeccable fiscal standing and work experience provides Ducky with a firm financial foundation and bonding capacity to meet all qualifications that might be requested.

New Jersey Rehabilitation, Reconstruction, Elevation, & Mitigation Program

New Jersey



Role: Prime

Highlights and Best Practices
<ul style="list-style-type: none"> ▪ Performed over 300 Rehabilitation and elevation projects in this program. ▪ Quickly mobilized from operations in New York to establish a base in New Jersey ▪ Leverage subcontractors working in New York to quickly begin construction ▪ Managed all Section 3 compliance ▪ Assisted in developing project scopes



Client	Dates
New Jersey Department of Community Affairs	2013-2018
Value	Funding Source
\$7 M	CDBG-DR
Client Contact	
Samuel Viavattine (609)633-1328 Samuel.viavattine@dca.nj.gov	
-	
-	

Hurricane Sandy hit New Jersey’s shoreline on October 29th, 2012. It remains one of the top 5 costliest hurricanes to hit the United States. The length of the storm along with the high tide and full moon lead to a devastating storm surge which washed many homes off their foundations, created new inlets on the barrier island, and left millions throughout the state without power. The RREM program provides grant awards to the primary residences of homeowners for activities necessary to restore their storm-damaged homes, including reconstruction, rehabilitation, elevation and/or other mitigation activities. The Department of Community Affairs (DCA) administers the RREM program with federal funding provided through Community Disaster Block Grant Disaster Recovery (CDBG-DR) funds allocated to New Jersey by the US Department of Housing and Urban Development (HUD).

New York Build it Back

New York

Role: Prime



Highlights and Best Practices

- Performed 300 Rehabilitation and elevation projects in this program.
- Worked performed in 5 major boroughs in the City of New York
- Utilized “Best in Class” subcontractors to perform key services
- Self-performed all home elevation work
- First contractor to complete a project in 90 days
- Experience in union contracting
- Established weekly program level meetings to update all active projects



Client	Dates
New York City Mayor's Office of Housing Recovery (HRO)	2014-2018
Value	Funding Source
\$45 M	CDBG-DR
Client Contact	
Sergio Ramirez H2Bravo (407)247-5437 Sergio@ksbr-llc.com	
-	

Hurricane Sandy hit New York City on October 29th, 2012. Over the course of 48 hours, wind, rain, and water destroyed approximately 300 homes. The storm resulted in an estimated \$19 Billion in damages and lost economic activity across the NYC. Most significantly, over 69,000 residential units were damaged, and thousands of New Yorkers were temporarily displaced. The Disaster Relief Appropriations Act of 2013 provided emergency relief funding to multiple Federal agencies in order to assist in the recovery efforts. As part of this legislation, New York City received roughly \$4.2 billion in Community Development Block Grant-Disaster Recovery funding to address a range of needs, including rebuilding and rehabilitation housing.

The New York City Build It Back program, administered by the mayor's office of Housing Recovery, was created to assist homeowners, landlords, renters, and tenants affected by Hurricane Sandy within the five boroughs. The program offers multiple pathways to assist, including property rehabilitation or reconstruction, reimbursement for repair work already carried out, and acquisition of homes. The primary goal of the program is to make Sandy-affected New Yorkers and communities' safer and more resilient.

Puerto Rico- Tu Hogar Renace Program

Puerto Rico

Role: Subcontractor



- | Highlights and Best Practices |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> ▪ Largest FEMA STEP Program ▪ Performed over 400 Shelter-in-Place projects in this program ▪ Worked as a subcontractor to one of the primes in the program ▪ Had operation up and running within 1 week ▪ Used rotating crews of project managers and local construction contractors to perform all work ▪ Several bi-lingual teams members on staff |



Client	Dates
Departamento de la Vivenda- Gobierno de Puerto Rico	2018-2019
Value	Funding Source
\$1.4 M	FEMA
Client Contact	
Brian Benoit JWTC Brian@jwtc.com (337) 739-9067	
-	

Hurricane Irma and Maria hit Puerto Rico in 2017. During Hurricane Maria Puerto Rico suffered catastrophic damage and a major humanitarian crisis; most of the island’s population suffered from flooding and lack of resources, compounded by a slow relief process.

Managed by the Puerto Rico government, a homeowner’s primary residence may be eligible for necessary repairs to return the home to safe, sanitized, and secure conditions. Work includes repairs to keep roofs from leaking, replacement of damaged windows and doors, repairs to damaged walls, and water heaters.

RebuildNC - Rehabilitation, Reconstruction, and Manufactured Home replacement

North Carolina

Role: Prime



Highlights and Best Practices
<ul style="list-style-type: none"> ▪ Performed 100 Rehabilitation and MHU replacement projects in this program. ▪ Sourced manufactured housing from numerous manufacturers in the area ▪ Obtained a manufactured housing dealers license to facilitate factory direct purchasing ▪ Established permanent operations quickly and rotated project managers to the area to oversee all projects



Client	Dates
Robeson County & NCORR	2018-present
Value	Funding Source
\$4 M	CDBG-DR
Client Contact	
Elizabeth Ceja Workforce Group (714)681-6817 elizabethceja@yahoo.com	
-	

Hurricane Matthew hit North Carolina in early October 2016. Hurricane Matthew-related flooding has impacted more than 100,000 structures in the state valued at \$1.5 billion. Two years later, on September 14, 2018, Hurricane Florence made landfall in North Carolina and dumped as much as 30 inches of rain in some places. Catastrophic flooding caused extensive damage to homes and infrastructure in a large part of the state during both storms.

North Carolina pays for mitigation activities with Community Development Block Grant- Mitigation (CDBG-MIT) funds, which have been allocated to the state by the U.S. congress and approved for use by the U.S. Department of Housing and Urban Development (HUD). HUD made \$168 million in CDBG-MIT funds available to North Carolina for mitigation activities in 2019 and \$34.6 million in 2021.

In 2018, Ducky was selected as a Prime contractor. Ducky performed approximately 100 reconstruction, rehabilitation and MHU replacement projects in this program.

NC Step- Florence

North Carolina

Role: Prime



Highlights and Best Practices

- Performed over 280 shelter in place projects in this program.
- Ducky was the first company to close out all projects in the program.
- Brought in “standard” materials from out of state in order to expedite sourcing of sheetrock, plumbing and electrical supplies, etc.
- Partnered with local adjusting teams to quickly assess damage at each home and provide timely feedback to the program.



Client	Dates
State of North Carolina- Division of Emergency Management (NCEM)	2019
Value	Funding Source
\$1.4 M	FEMA
Client Contact	
Danny Permar - AECOM; (352)-322-1156; danny.permar@aecom.com	
-	

On September 14, 2018, Hurricane Florence made landfall in North Carolina and dumped as much as 30 inches of rain in some places. Catastrophic flooding caused extensive damage to homes and infrastructure in a large part of the state during both storms.

The NC step program provided basic, partial repairs to make home safe, clean, and secure to help North Carolina homeowners with minor damage from Hurricane Florence get back in their home quickly and so the homeowner and family can live at home while longer-term repairs continue. Work included repairs to roofs from leaking, replacement of windows and doors, repairs to damaged walls and floors, replacing insulation, making sure one working bathroom in home. It also provided window units with heat, microwaves, and hot plates.

Rebuild Florida - Hurricane Irma & Michael Housing Repair and Replacement Program

Florida



Role: Prime

Highlights and Best Practices
<ul style="list-style-type: none"> ▪ Currently engaged in rehabilitation, reconstruction, and MHU replacement in this program. ▪ Had the privilege to be the first contractor to complete a project under the Hurricane Irma program. ▪ Had the privilege of completing the first MHU replacement project in the Hurricane Michael program. ▪ Work area covers an extremely large area – from the Panhandle to the Florida Keys



Client	Dates
Florida Department of Economic Opportunity	2019-present
Value	Funding Source
\$100 M	CDBG-DR
Client Contact	
Ginger Gould - DEO; (850) 717-8449; Ginger.Gould@deo.myflorida.com	
-	

Hurricane Irma struck Florida twice on September 10, 2017-the first as a Category 4 and second on September 11, 2017, as a Category 3 hurricane. The storm’s large wind field resulted in strong winds across the entire state except for the western Panhandle. It is estimated that the cyclone caused at least \$50 billion in damage, making Irma the costliest hurricane in Florida’s history. Hurricane Michael made landfall as a Category 5 hurricane on October 10, 2018, causing damage to communities in the Florida Panhandle.

Rebuild Florida is a program of the Florida Department of Economic Opportunity (DEO) created to help Florida’s long-term disaster recovery efforts from the devastating impacts of Hurricane Irma. The Rebuild Florida Housing Repair and Replacement Program is helping eligible homeowners impacted by Hurricane Irma by repairing, rebuilding, or replacing damaged homes across the hardest-hit communities. 12 panhandle counties for Florida’s long -term housing recovery efforts were added to this program after the 2018 hurricane season.

In 2019, Ducky was selected as the Prime contractor. Ducky is currently engaged in both the Hurricane Irma and Hurricane Michael recovery efforts. To date more than 720 projects have been completed; including 36 Modular projects.

Texas Homeowner Assistance Program (HAP)

Texas

Role: Prime



Highlights and Best Practices
<ul style="list-style-type: none"> ▪ Currently engaged in rehabilitation and reconstruction projects in this program. ▪ Has completed and turned keys over to homeowners for over 200 reconstruction projects. ▪ Top tier contractor in the program receiving the maximum allotment of assignments ▪ Established operations 6 months prior to program kickoff to develop subcontractor base and build model homes similar to program homes



Client	Dates
Texas General Land Office	2019-present
Value	Funding Source
\$80 M	CDBG-DR
Client Contact	
Jerry Rahm - GLO; (512) 913-9925; Jerry.Rahm.glo@recovery.texas.gov	
-	

Hurricane Harvey was a devastating Category 4 hurricane that made landfall in Texas on August 25, 2017. Causing about \$125 billion in damage.

The Texas General Land office and City of Houston program provides grant awards to residence of homeowners for rehabilitation, reconstruction, and new construction of single-family residential structures in compliance with local, Federal, and State statutory requirements for grants under the HUD CDBG0DR program for the 2015 and 2016 Texas flood events, Hurricane Harvey, and future CDBG-DR allocations.

In 2019, Ducky was selected as the Prime contractor. Ducky is currently engaged in rehabilitation and reconstruction projects in this program. Ducky has completed more that 450 reconstruction projects to date

Work Approach

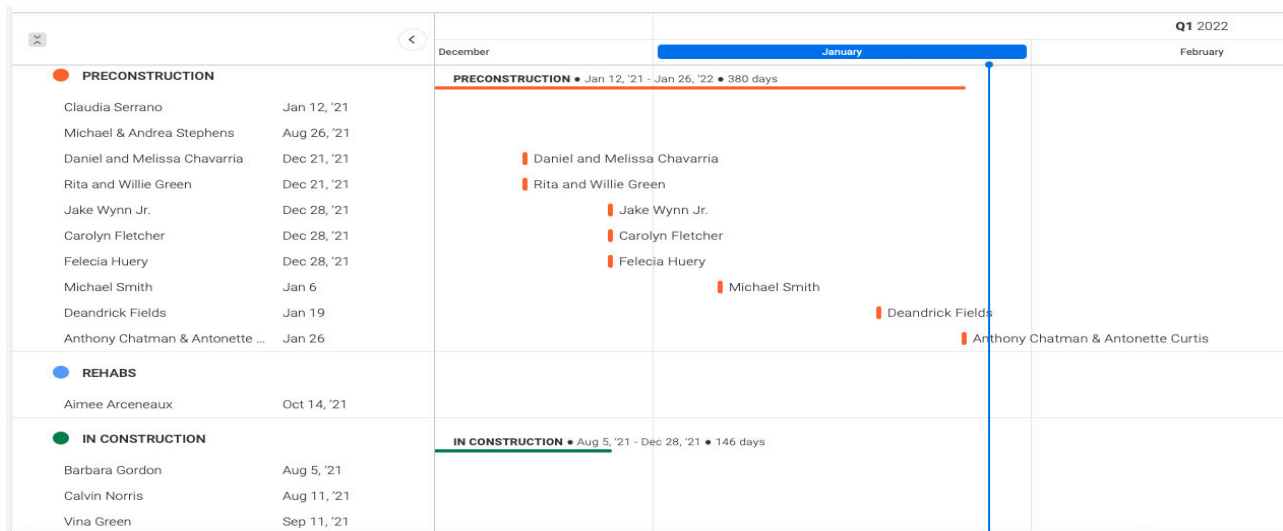
Ducky Recovery, LLC.'s extensive experience in CDBG programs gives us the knowledge to operate efficiently and cost effectively. As your contractor, it will be Ducky Recovery, LLC.'s responsibility to coordinate and complete projects of high quality and importance. It will be imperative that the preconstruction team and construction team be diligent and detailed in their review of the project prior to the start of construction. Bringing all stakeholders to the table at the beginning of preconstruction to identify risks, goals and opportunities is the key to the project's success. Ducky Recovery, LLC. will work closely with the State to manage this process and ensure that construction delays and issues are mitigated.

Project Management Software

In support of mitigating construction delays and other issues, Ducky Recovery uses Monday.com to manage its active projects. Monday.com is a cloud-based application that can be accessed anywhere there's an internet connection at any time and is fully mobile which allows project managers and subcontractors to update the projects live from the field. Monday.com is a centralized tool which allows all stakeholders to track the project in a single portal. Each project is entered into the system and can be tracked from its initial assignment all the way through to job completion. Any relevant project document can be attached to each job to centralize the documents for each project. Each user can track on a real-time basis the status of the project, see active job photos, be assigned tasks, submit change order requests, make selections for the project and track overall project budget.

Project Management

Prior to beginning the construction process, each job is detailed out by task and assigned a start and end target date. Dependent tasks can be linked so as one task is updated the entire project will be automatically updated. As tasks are completed, they are marked off by the Project Manager so all parties can see the latest project status.



After the project scope and timeline has been developed, Ducky Recovery, LLC.'s Project Managers are able to create tasks directly related to those scope items. Those tasks are then assigned to personnel or subcontractors with a clear deadline date in order to keep the project on schedule. "To

do's" are assigned in the field as the Project Manager is supervising the project. While walking the jobsite, Project Managers are able take pictures and highlight areas that either an employee or subcontractor needs to address. Each day daily tasks are created in the system and assigned.

Budget Tracking

Before the start of each project a detailed estimate will be prepared in Monday.com. As work is performed and bills are submitted, each cost item is tracked against the original estimate. Using this tool for each job, Ducky Recovery, LLC. is able to assess if the job is going according to plan and make adjustments where necessary to stay on budget.

Weekly Project Reporting

Project Managers meet with the Operations Manager on a weekly basis to discuss each project regarding inspections and forecasting work. Items discussed in this meeting include job production progress, upcoming inspections, starting new work, plan changes, and any RFI or NCR issues.

Weekly Office Production Reporting

We strive to have clear and visible methods of communicating where all active jobs stand each week. Ducky Recovery, LLC. maintains an active job status report, so that our Operations Director communicates with program management on the status of all construction and inspections. It is during this report we want to identify any outstanding RFI's that we are waiting on. We share this document with program managers on a weekly basis to help them understand where we are on all progress.

Weekly Inspection Reporting

Regarding closing out jobs, it is key to consider what is required throughout the entire process. In this report our Operations director communicates with program management on the status of all close out inspections for open jobs. By addressing close out inspections during the progression of work we are able to identify any issues needed to be resolved right away. Consistently resolving these issues and staying on top of inspections will speed up the closeout process and ultimately lead us to attain a Certificate of Occupancy.

Ducky Recovery, LLC.' leadership carefully manages project finances. We intend to use various tools to manage and control costs for all GLO Work Order(s) and projects. As was stated earlier, our knowledge and experience with cost estimating platforms such as Xactimate, and incorporation of local contractors on our team as local hires, will give us the ability to continuously benchmark and monitor subcontractor costs so we can maintain competitive and sustainable pricing. Our intention is to minimize or make obsolete change orders. Our experience has shown that projects in which change orders are obsolete or very minimal are generally the most expeditious projects.

Project budget and work breakdown data will be used to track earned value on each project assigned to Ducky Recovery, LLC. by GLO. This key metric will be used by our project leadership to measure progress, monitor forecasted completion dates and final costs, and respond to requests by GLO to expedite work or manage and control subcontractors and vendors through proactive corrections and adjustments.

On a monthly basis, Ducky Recovery, LLC. controller submits a Work-in-Progress (WIP) report to our surety company to report the latest budgetary results of our ongoing work. This budget tracking tool

reflects a roll-up of project specific costs – Work Order price and cost of approved changes – and compares these costs to proposals received/executed from subcontractors plus Ducky Recovery, LLC.' own labor forces and general conditions and overhead. This reporting function allows us to control and manage costs on a programmatic level and make real-time adjustments to keep our pricing accurate and sustainable.

Price Methods

Through our subcontractor coordinator, we maintain an active roster of qualified and licensed subcontractors who are available and capable to perform the work. As work scopes are defined by GLO, this subbase is solicited for price and schedule. The results of these solicitations are captured in our cost estimate sheet, which is prepared on a per project basis by our estimating team. Our estimated costs are compared to the price offered/anticipated by the program, and we calculate our price factor to submit a final price. This allows us to balance sub costs such as materials, labor, and availability over the entire project, so that the overall project is fundable even if specific work items are not cost.

Work Capacity

Construction capacity is determined by many factors. To assure we meet and maintain the above-mentioned capacity we focus on the following six factors:

1. Labor
2. Materials Management
3. Homeowner interference
4. Weather
5. Quality of Design and Scoping
6. Regulatory and permitting
7. Other

Labor

Given the current employment climate, both skilled and non- skilled labor is scarce. Ducky is proactively addressing this using several different strategies. Ducky is able to self-perform some of the work minimizing the impact of the tight labor market. This allows us to address the other portion of the work through several different strategies:

1. Recruiting locally to meet Section 3 requirements.
2. We are also recruiting in other states where the unemployment rate is higher.
3. Another factor that promotes fully manned jobs is prompt payment and a competitive payrate. Our plan is to pay weekly and offer a higher wage making Ducky jobs more attractive to workers.

Material Management

Work delays or stoppages can also take place because of material shortages. These shortages can either come from poor procurement practices or supply and demand. Ducky has on staff a Materials team that manages procurement proactively and can expedite when necessary. At this moment we are actively building relationships with building supply companies to assure that our supply chain is healthy.

Homeowner Interaction

We understand and appreciate the impact this storm has had in the lives of these homeowners, and we want to do our best to get them back into their homes as quickly as possible. But we also know that sometimes homeowners can delay their own jobs by trying to manage the day-to-day of the construction project. This is usually caused by doing a poor job in communicating with the homeowners during the design stages and poor communication during the construction phase. To resolve this, we have a robust process upstream during the design and pre-construction phase. Each Homeowner will be assigned a Case Manager that will walk them through the process from beginning to end, they will explain every discrete step of the process, every detail of the scope, and will send a weekly update. By doing this, we can let our construction team focus on construction, avoiding delays with decisions made in advance.

Weather

The weather can cause havoc on construction schedules, especially during the winter or spring. Snowstorms, nor'easters and heavy rains can cause jobsites to stop. We keep an eye on the weather and prepare accordingly. We can plan work inside if outside conditions are not favorable, we can work overtime to get ahead, or we can recover time afterwards; the point being we know that it can cause a problem and we are ready to minimize the impact.

Quality of Design and Scoping

As they say, "measure twice and cut once".

Step One: Have highly qualified residential Architects and Engineers to assure a quality product.

Step Two: Review the plans and scope by our Construction Managers and Supers and clean up any discrepancies before we go to construction. This was a huge issue in other CDBG DR programs and accounted for a significant amounts of delay time due to mid- construction changes.

Step Three: Have design teams in the field responding to issues real-time and resolving them in the field immediately.

Regulatory and Permitting

We have an expeditor in place to make sure that all permits are obtained proactively. This will prevent us from either not being able to start a job or being delayed due to fines or stop work orders. Overall, we look at our capacity to perform from a broader perspective than just labor. We need to have the right processes in place, we need to have the right people in the right job, we need to be strategic, we need to plan, we also need the ability to improvise, to recover, to correct short-term and long-term. The best way to describe our methodology is as a synchronized chain of events continuously being improved.

Other

We also maintain or monitor the following important items:

1. **Document Control** – We've developed a check list of all documents needed from all parties to start construction and finish. Experience has demonstrated that a single document can hold up construction. Our document -control also assures that we have a paper trail facilitating internal and external audits.
2. **Final Construction Pricing** – Budget discrepancies between us and the city or us and the subs can also impact performance. Assuring we the right accounting and we reconcile is important.
3. **Onsite Review** – Visiting the jobsite prior to start can also discover unforeseen issues. These include items such as overhead electrical wires, unmapped gas lines or waterlines, easement issues, etc. By addressing these early we assure we meet construction schedules.

4. **Contracting** – Having a strong contract with our subs detailing clear expectations is important. This allows for accountability.
5. **Robust Subcontractor Base**–Relationship management with our subs is important. Most business relationships operate fine during the good times but break apart as soon as an issue arises. Having a healthy relationship with your subs is important when things don't go as planned.

Once in construction we focus on continual progress and quality control. Once the Notice to Proceed (NTP) is issued we start the clock with the goal of not stopping the job. This is accomplished by monitoring every job site, weekly production meetings, tracking issue resolution, and escalating the exceptions on a timely manner.

Number of Homes/Site Superintendent

Our Construction Management team is made up of seasoned Construction Managers, Field PMs and Superintendents all of which have worked on multiple CDBG DR programs and have a wealth of knowledge in CDBG residential construction.

Our Supers usually have 45 jobs under their supervision. They have a team of three Field PMs, each with 15 jobs.

Our Field PMs and Inspectors monitor progress, quality, actual as-builts against the scope and approved design plans. As like our design team, if any issue is identified in the field, we fix it immediately. Besides paying our subs weekly, we also hold them accountable and monitor performance. We do contractor Evaluation on a quarterly basis and can quickly identify patterns, whether it be good or bad.

Our Field PMs and Inspectors monitor progress, quality, actual as-builts against the scope and approved design plans. As like our design team, if any issue is identified in the field, we fix it immediately. Besides paying our subs weekly, we also hold them accountable and monitor performance. We do contractor Evaluation on a quarterly basis and can quickly identify patterns, whether it be good or bad.

Finally, we get to key turnover and Closeout. We've learned that the better job we do throughout the entire process, the easier it is to closeout our jobs, which is why we focus so much on the upstream. In previous programs homes would linger too long in the final stages and eat up capacity, to avoid that we decoupled construction from closeout. We engage the Closeout PM when we reach this stage; the CPM takes the job through walk-through, key turnover, punch list, C of O, retainage, and warranty. We also have smaller contractors do punch list items so that our main contractors can focus on starting the next job.

In preparation of HUD DRGR closeout, we take the job from beginning to end, both from an actual construction process to the paper or electronic file. We like to be prepared for any audits, appeals, or any other inquiries. After managing seven CDBG programs we understand and appreciate the closeout process.

Mobilization Plan

Ducky Recovery, LLC. is prepared to begin immediately working with the State of North Carolina on its recovery and mitigation efforts. Our administrative office is located at 5333 River Rd, Suite E,

Harahan, LA. Our office currently houses support staff. The office will be expanded to support increased activity in North Carolina relating to this RFP.

Quality Control Program

Ducky Recovery, LLC. prides itself on producing quality work that exceeds standards. For our work in the Louisiana program, **Matthew McKearan** will be the Quality Control Manager on our team. Our Quality Assurance/Quality Control Program is designed to minimize risk, improve processes, and ensure consistent quality. Our program consists of a number of controls designed to evaluate performance at all phases of the work, including key contract milestones.

The program includes random inspections for material and workmanship. Our controls assess our own work, along with any subcontractors we have on our jobs. We also make sure our Quality Control Program has controls in place to monitor schedule. Any findings will be tracked and require follow up and re-inspection towards satisfactory resolution. Our Program is designed to optimize results from pre-construction all the way through to administrative closeout – we understand that it isn't just about on-site construction.

We require all of our employees, along with any subcontractor vendors to undergo a training of our Program. Our inspections and controls identify areas for improvement, and we take corrective action to consistently improve performance. Any identified quality items or corrective actions will be maintained and reviewed by our Program Manager along with our leadership team as well as each subcontractor's management. It documents our increasing performance in quality assurance.

Scattered Site Construction History

In all our current active programs, widely spread-out jobs are the norm. Often project managers will have to drive more than two hours between job sites. We attempt to mitigate the impacts of widespread projects by taking a macro view of the projects that we have been assigned and group projects assigned to each project manager with as much proximity as possible. Additionally, we give all of our project managers the tools to operate remotely. Each project manager is provided a laptop/ipad and cell phone to be able to work remotely. Monday.com while cloud enabled also has an application that works directly on each project managers phone and can be updated while in the field. Project Managers are also trained to utilize CompanyCam on their phones to document the job site. All Ducky employees with access to CompanyCam can see pictures of each job site as soon as they are taken. This allows us to keep an active view on each project.



Construction Type	Avg. Days to Complete
Rehabilitation	45
Reconstruction	60
New Construction	60
Elevation	90



Our understanding is that the Scope of Services includes rehabilitation, reconstructions, and new construction that the contractor must have the capability to manage multiple simultaneous projects and scopes of work over a wide geographic area. Ducky has demonstrated experience in all types of projects and has developed a proven team capable of exceeding the expectations and requirements of the City of Houston.

Compliance with Contract Performance Schedules

Our standard project management tool is Mondays. This cloud enabled technology allows our field personnel to capture and record project details (logs, photos, progress notes, punch list items) from their mobile phones or tablets, which is instantly submitted and added to the project files with the click of a button. This enables our management team to monitor and track the extraordinary data and reporting requirements involved with the management and completion of CDBG-DR residential reconstruction projects throughout disparate jurisdictions and geographies.

The platform allows us to manage and control both project schedule and subcontractor and vendor delivery commitments and is enabled to capture field data in real-time so that schedule variance is identified and diagnosed early in the project cycle and adjustments can be made to maintain the overall Delivery Order schedule.

Project schedules can be viewed in calendar, Gantt, and daily/weekly/monthly views for each of reporting and communications. Project schedule adherence will be a primary input into our **Monthly Status Reporting**.

Complaints Process

Through our consistent communication philosophy with each stakeholder (homeowner, subcontractor and program representative) we strive to minimize complaints. Certainly, having no complaints would be ideal but we understand that's not always reality. Complaints are fielded by the Project Manager and escalated to the broader management team as necessary. We also establish a email address that is provided to each homeowner to field any issues that may arise. Our goal is for these complaints not to get elevated to the program level so each complaint is treated with priority in order to resolve. Project Managers are instructed to handle small items promptly and without question. Any larger items are escalated to company management for full vetting and resolution.

Warranty Process

Warranty work is an inevitable part of construction. It's critical to ensuring the ultimate satisfaction of each homeowner that we serve throughout the program. We are very familiar with the warranty process and will self-perform any warranty work for the first complete year following completion of construction. We also provide an additional warranty for the nine-year period subsequent to the end of our one-year warranty.

Warranty calls are best coordinated through the program to ensure that they're fully tracked however, it is often the case the Project Manager on the job is contacted by the homeowner to perform warranty work. We constantly strive to maintain a good working relationship with each homeowner so they feel they can reach out regarding any item. Any warranty work performed is tracked and reported to the program if the request did not come through the program.

Key Software used:

1. Monday.com – overall project management tool. See first bullet point for details
2. CompanyCam – photo tool that Ducky utilizes to document all job sites before, during and after job completion. This tool also has a geolocation and time stamp feature that marks where and when each picture was taken.
3. Trustlayer – subcontractor onboarding and management tool. Allows for efficient subcontractor onboarding and tracking of insurance, contracts and compliance.



LONG LIVE HAPPY HOMES®

Roderick Scott, CFM
Director Communications/Outreach
Ducky Johnson Home Elevation, LLC
New Orleans, LA
P.O. BOX 23741, HARAHAN, LA 70183
888-466-3543
504-665-5580
www.duckyjohnson.com

June 14, 2018

Rod,
Thanks for your time today for our phone call. Based on our conversation and conforming to underwriting requirements and a completed application, 2-10 HBW will supply structural and workmanship warranty coverage to Ducky Johnson Renovations based on the scope of work provided. Our standard structural warranty is for 10 years. Our remodel warranty has various options for workmanship, system and structural coverage, again based on the Scope of Work and RFP requirements. If you have any questions, please feel free to contact me for further discussion.

Best regards,

Michael

Michael LeCorgne
Risk Management Specialist
2-10 Home Buyers Warranty

Corporate Headquarters
13900 E. Harvard Avenue
Aurora, CO 80014
www.2-10.com
Direct: 985.249.1948
Fax: 303.306.2222
mlecorgne@2-10.com



Sir/Madam:

Homeowner Name: _____
 Applicant ID: _____

Ducky Recovery LLC extends a warranty to the above property owner for the home located at:

Coverage Provided

All improvements, materials, hardware, and fixtures installed or constructed on your home by the contractor are warranted under **NORMAL USE** to be free from defects in material and workmanship.

Owner's Obligation

The owner is responsible for normal maintenance of home.

If a problem occurs which the owner believes is covered by this Warranty, the Owner shall contact the Contractor, giving the contractor sufficient information and a reasonable amount of time to enable him to resolve this matter.

Contractor's Obligation

The Contractor is obligated, at no charge to the owner, to repair or replace any parts necessary to correct defects in material and/or workmanship. This warranty last for a period of 12 (twelve) months.

Contractor will provide limited warranties and building and performance standards which include:

- a) One (1) year workmanship and materials warranty.

What Is Not Covered by This Warranty

1. Defects caused by or related to:
 - a. Abuse, misuse, negligence, or accident (Acts of God).
 - b. Normal deterioration due to wear and/or exposure.
2. Loss of time, inconvenience, commercial loss, loss of use of the home, incidental charges such as telephone calls, hotel bills, or other incidental or consequential damages.
3. Any items repaired and/or replaced which are **NOT** part of the original contract, or any undertaking representation, or warranty made by any contractor and/or other person beyond those expressly set forth in this warranty.

PLEASE REPORT ALL WARRANTY REQUEST BY CALLING DUCKY JOHNSON @ 1-888-466-3543

I, _____, have read this warranty letter and understand the warranty coverage that is provided by Ducky Recovery LLC.

Homeowner Signature: _____ Date: _____

Contractor Signature: _____ Date: _____

2-10 Warranty Tracker						
Address	ID	Homeowner	Serial Number	Registration Date	Contact Information	Warranty Description
12720 Woodland Drive Jacksonville, FL 32218	005334	Joseph Allen	202782	8/11/21	904-305-5666	2/10
4767 Sedge St. Middleburg, FL 32068	007782	Brandon Geddings	202820	8/24/21	520-230-0167	2/10
39202 Orient Ave Zephyrhills, FL 33542	014862	Terry Knorr	202856		813-833-6095	2/10
7810 Kinard Cove Ln. Plant City FL 33565	009347	Bridgette Lower	202891		813-532-7005	2/10

Safety

Safety is firmly embedded in the Ducky Recovery's corporate culture and construction methodology. Ducky has developed a safety culture that is an integral part of our business model. Ducky is committed to providing the safest workplace as possible for our employees, subcontractors, and clients. The Company's exemplary safety record exemplifies that safeguarding the well-being of its workers and the public is its top priority. Ducky Recovery's leadership is committed to supporting safety efforts with adequate resources.

Construction projects by their nature present an environment where people can be injured. However, accidents can be prevented, and people who constantly practice safety awareness will minimize injuries limit injuries to their fellow workers. Our commitment is to make our projects and operations as safe as humanly possible.

An effective program requires site-specific planning, accountability, attitude and training. Each project is closely analyzed to identify and mitigate risks to the health and well-being of workers and the public. The development of project safety plans is particularly important in congested areas such as busy neighborhoods. Environmental awareness and sensitivity to the concerns of the communities in which it works are also important elements of the Company's safety management. Maintaining the quality of life for residents and businesses in neighborhoods impacted by construction forces for extended durations is essential to the safe progress of the work.

Our line management driven safety and health process includes all levels of employee participation from the President to the hourly workers on our sites. Every person on the worksite shares equally the responsibility to maintain a safe working environment. Foremen and superintendents are directly accountable to management for the crew's safety. Taking corrective action on safety hazards is appreciated and encouraged at all levels of employment. All of Ducky Recovery's employees are empowered to report and immediately correct any unsafe behavior that is observed. Mandatory daily and weekly safety meetings are held with all employees to discuss hazard analysis of current and future work on construction site. Daily safety inspections are also conducted by superintendents on each site and observed hazards are documented and abated immediately.

Subcontractors are contractually bound to abide by all of Ducky's safety policies and OSHA regulations. Subcontractor's OSHA citation history is also reviewed to ensure that no repeat offenders are hired that would create unsafe conditions on our sites or to expose our company and clients to regulatory enforcement. A tiered level of disciplinary action is also available for use for anyone that does not comply with our policies and procedures. All project personnel must participate in the Company's orientation program, which includes the recognition of safety and environmental health issues as project priorities. Ducky believes that it is the Company's responsibility to provide its workers with the tools required to implement its safety program.

Ducky Recovery's Safety general safety manual will be supplied upon request. Our corporate safety and health manual contain all Ducky policies and serves as the guide and reference for our employees and subcontractors. We invite any prospective or current client to review the Ducky Recovery's Safety manual and provide questions or concerns as to how our process will be conducted and maintained on their site.

Charnell DiMiceli will be leading the safety efforts for this program. She is certified trainer for OSHA 10/30 hr, First Aid, CPR, and AED. She oversees all of the safety efforts for the company.

Section 3 plan:

While Ducky Recovery of Puerto Rico, LLC is not a Section 3 contracting company. We have experience in all past programs with hiring and reporting our use of Section 3 contractors. In all of the places that Ducky has performed its services in the United States, we always have felt a strong connection to the local communities in which we work. It is our full intent to engage community members and leaders in the Puerto Rico communities in every way possible while working in the area to foster a positive and long-lasting relationship. From our famous crawfish boils to home elevation education seminars, Ducky Recovery consistently seeks community engagement. Knowing that every community we touch has experienced tremendous losses, it has always been our goal to help rebuild not only their homes but invest in their livelihoods.

Involving local contractors is also at the heart of what we do. Our team of experienced project managers will evaluate the local contractors based on their years of experience and match the correct personnel with the requirements of the job. We also will seek out Section 3 participation above and beyond our normal subcontractor evaluation process. Our goal for Section 3 participation in all projects is a minimum of 10%, every effort will be made to meet and exceed this during the course of the project.

Continuing to make opportunities available to Section 3 is a commitment from all aspects of the management of Ducky Recovery. One of the key factors of a successful project is also ensuring subcontractors can work in a safe, timely and efficient manner. Ducky's management will seek to build an environment conducive to acceptance of all companies and will not tolerate any behavior contrary to that objective. We believe strongly that these organizations should have all of the opportunities afforded other companies and will assist them in every way possible to help them succeed.

Socioeconomic Business Action Item Details

➤ Assess work scope requirements

- Ducky Recovery, during the pre-construction phase, will perform an in-depth analysis of the work scopes required. The goal of this effort is to identify areas where we can supplement our existing skill set utilizing subcontractors.
- During this initial phase Ducky Recovery will also begin its due diligence on the local subcontracting pool in the area. We will reach out to local builders and material suppliers to begin our assessment of the potential subcontracting pool in the area.

➤ Analyze vendor registrations

- We have already downloaded all certified registered vendors from the section 3 website.
- Each potential sub will be categorized based on the services they perform.
- Match potential subs with analysis performed during initial scoping review exercise.
 - Make initial contacts with registered subcontractors regarding pending work and upcoming outreach events.

➤ Create Section 3 vendor awareness

- Advertise in local newspapers in the immediate county and, also, bordering counties.

- All advertisements will be prepared in both English and Spanish to maximize the awareness.
- **Hold outreach events**
 - The outreach will build on other awareness-based activities.
 - Part of the outreach will also be set aside to educate potential subcontractors on the benefits of registering as a Section 3/WMBE vendor and assist with this process.
 - We will hold regular outreach events conducted by Ducky.
 - The outreach events will ideally be held at local churches and community centers so that they are more accessible to those wishing to participate and make broader contact within the community.
 - Each outreach event has a stated goal of discussing active work projects and service needs and educate on Ducky Recovery. These outreach events also give us an opportunity to make more of a personal connection with the Section 3/WMBE vendor.
- **Section 3 bidding / solicitation**
 - Following outreach and awareness events, Ducky will provide personalized opportunities for bids based on services trying to match each vendor with the projects that are best suited to their skill set.
 - Ducky Recovery's project managers will work with the Section 3 subcontractors regarding scoping and timing.
 - Ducky will hold meetings with other successful bidders to ensure Section 3 subcontractors are being fully utilized on all available projects.
- **Contract winning Section 3/WMBE bidders**
 - Provide supportive contracting terms to Section 3 vendors to facilitate participation.
 - Provide bonding and insurance support for Section 3 contractors.
- **Provide ongoing training**
 - Sharing key skills that Ducky Recovery has acquired following its CDBG-DR experience in New York, New Jersey, Puerto Rico, Texas, Florida, Puerto Rico, and North Carolina.
 - Provide opportunities for Section 3 contractors to expand their services.
 - Non- Section 3 subs on the value in utilizing HUB subcontractors in the work that they do.
- **Reporting and analysis**
 - Utilizing our accounting software to track each service performed by Section 3 subcontractors.
 - Constant updating of overall project spending to determine if goal participation is being met.
 - Monthly Section 3 utilization reports will be sent to executive management and project managers to ensure all have full visibility to the status of Section 3 participation.
 - We will make regular site visits to ensure Section 3 participation.



Historically Underutilized Business (HUB) Participation Plan

Introduction

In all of the places that Ducky Recovery, LLC. has performed its services in the United States, we always have felt a strong connection to the local communities in which we work. It is our full intent to engage community members and leaders in North Carolina in every way possible while working in the area to foster a positive and long-lasting relationship. From our famous crawfish boils to home elevation education seminars, Ducky Recovery, LLC. consistently seeks community engagement. Knowing that every community we touch has experienced tremendous losses, it has always been our goal to help rebuild not only their homes but invest in their livelihoods.

Involving local contractors is also at the heart of what we do. Our team of experienced project managers will evaluate the local contractors based on their years of experience and match the correct personnel with the requirements of the job. We also will seek out HUB participation above and beyond our normal subcontractor evaluation process. Our goal for HUB participation in all projects is a minimum of 25%. We will strive to exceed these goals utilizing the process outlined below.

Continuing to make opportunities available to minority, women, disadvantaged and disabled owned companies is a commitment from all aspects of the management of Ducky Recovery, LLC. One of the key factors of a successful project is also ensuring subcontractors can work in a safe, timely and efficient manner. Ducky Recovery, LLC.'s management will seek to build an environment conducive to acceptance of all companies and will not tolerate any behavior contrary to that objective. We believe strongly that these organizations should have all of the opportunities afforded other companies and will assist them in every way possible to help them succeed.

Process Overview





Historically Underutilized Business (HUB) Participation Plan

Process Action Item Details

- **Assess work scope requirements**
 - Ducky Recovery, LLC., during the pre-construction phase, will perform an in-depth analysis of the work scopes required. The goal of this effort is to identify areas where we can supplement our existing skill set utilizing subcontractors.
 - During this initial phase Ducky Recovery, LLC. will also begin its due diligence on the local subcontracting pool in the area. We will reach out to local builders and material suppliers to begin our assessment of the potential subcontracting pool in the area.

 - **Analyze HUB vendor registrations**
 - We will download all HUB registered vendors from the North Carolina admin website.
 - Each potential HUB will be categorized based on the services they perform.
 - Match potential subs with analysis performed during initial scoping review exercise.
 - Make initial contacts with registered HUB subcontractors regarding pending work and upcoming outreach events.

 - **Create HUB vendor awareness**
 - Submit bid opportunity on State of North Carolina HUB Bid opportunities site.
 - Advertise in local newspapers not only in the immediate county but also bordering counties.
 - All advertisements will be prepared in both English and Spanish to attempt to maximize the awareness.

 - **Hold outreach events**
 - The outreach will build on other awareness-based activities.
 - Part of the outreach will also be set aside to educate potential subcontractors on the benefits of registering as a HUB vendor and assist with this process.
 - We will hold regular outreach events conducted by Ducky Recovery, LLC.'s Director of Community Outreach (see further details below).
 - The outreach events will ideally be held at local churches and community centers so that they are more accessible to those wishing to participate and make broader contact within the community.
 - Each outreach event has a stated goal of discussing active work projects and service needs and educate on Ducky Recovery, LLC. These outreach events also give us an opportunity to make more of a personal connection with the HUB vendor.

 - **HUB bidding / solicitation**
 - Following outreach and awareness events, provide personalized opportunities for bids based on services trying to match each vendor with the projects that are best suited to their skill set.
 - Ducky Recovery, LLC.'s project managers will work with the HUB subcontractors regarding scoping and timing.
 - Hold meetings with other successful bidders to ensure HUB subcontractors are being fully utilized on all available projects.
-



Historically Underutilized Business (HUB) Participation Plan

- **Contract winning HUB bidders**
 - Provide supportive contracting terms to HUB vendors to facilitate participation.
 - Provide bonding and insurance support for HUB contractors.
- **Provide ongoing training**
 - Sharing key skills that Ducky Recovery, LLC. has acquired following its CDBG-DR experience in New York, New Jersey, Louisiana, Texas and Florida.
 - Provide opportunities for HUB contractors to expand their services.
 - Non-HUB subs on the value in utilizing HUB subcontractors in the work that they do.
- **Reporting and analysis**
 - Utilizing our accounting software track each service performed by HUB subcontractors.
 - Constant updating of overall project spending to determine if goal participation is being met.
 - Monthly HUB utilization reports will be sent to executive management and project managers to ensure all have full visibility to the status of HUB participation.
 - We will make regular site visits to ensure HUB participation.

Full time Director of Community Outreach

Ducky Recovery, LLC. employs a full time Director of Community Outreach, Mr. Roderick Scott. In his role, Mr. Scott's responsibility is to reach out to local churches, community centers, educational groups and governmental personnel to educate them on the benefits of disaster mitigation and the home elevation process. Mr. Scott is a dynamic speaker and is extremely knowledgeable in the field of flood mitigation. He frequently holds outreach events and recently attended a HUB vendor outreach event on behalf of Ducky Recovery, LLC. for the City of Houston.

84 Lumber Relationship

Ducky Recovery, LLC. has had a long partnership 84 Lumber. 84 Lumber is one of the largest suppliers of construction materials in North Carolina and is a woman owned business. We will work directly with 84 Lumber to provide materials for our projects in addition to the steps outlined above.

A photograph of two construction workers in a trench. The worker in the foreground is wearing a blue hard hat, a blue long-sleeved shirt, and a high-visibility yellow safety vest. He is holding a shovel. The worker in the background is wearing a white hard hat and a blue short-sleeved shirt, and is operating a tool. The trench is lined with corrugated metal, and there is dirt and debris at the bottom. A semi-transparent white box is overlaid on the center of the image, containing the text "Additional Required Documents".

Additional Required Documents



August 1, 2022

Attn: State of North Carolina (NCORR)/Bid #: 19-IFB-470274549-DAD

RE: Ducky Recovery, LLC

To whom it may concern,

This letter is to inform you that the customer referenced above is a long term customer of Hancock Whitney Bank. Ducky Recovery, LLC maintains a large depository relationship, along with a LOC with us, all of which perform as agreed.

Our relationship with Ducky Recovery, LLC has been excellent and we consider them a valued customer. If you have any questions or need any additional information, please give me a call at 228-326-2082 or email me at Justin.chance@hancockwhitney.com

Thank you,

A handwritten signature in blue ink, appearing to read "Justin Chance", with a long horizontal flourish extending to the right.

Justin Chance
Commercial Relationship Manager
Hancock Whitney Bank
888 Howard Ave, Biloxi MS, 39530

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/23/2023

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

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

PRODUCER Ross & Yerger Insurance, Inc. P.O. Box 1139 Jackson, MS 39215 601 948-2900	CONTACT NAME:	
	PHONE (A/C, No, Ext): 601 948-2900 FAX (A/C, No): 6013553227 E-MAIL ADDRESS: dgoins@rossandyerger.com	
INSURED Ducky Recovery, LLC PO Box 23741 New Orleans, LA 70183-0741	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : National Union Fire Ins. Co.	19445
	INSURER B : Travelers Casualty Ins. Co. of America	19046
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6360698	08/01/2023	08/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> <input checked="" type="checkbox"/> Uninsured <input type="checkbox"/> Motorist			BA7P7202672342G	03/17/2023	03/17/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ BI & PD \$ \$1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC011569884	08/01/2023	08/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Automobile Medical Payments- \$10,000. Blanket Additional Insured with Primary & Non-Contributory and Blanket Waiver of Subrogation applies to General Liability when required by written contract. Waiver of Subrogation and Blanket Alternate Employer applies to Workers Compensation when required by written. ALL policies are subject to policy terms, conditions, and exclusions.

Bid #: RFB.Informal.Recon 04, Reconstruction and Reconstruction plus Elevation

CERTIFICATE HOLDER

CANCELLATION

North Carolina Office of
Recovery and
Resiliency (NCORR)
200 Park Office Drive
Durham, NC 27709

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

AUTHORIZED REPRESENTATIVE

Dudley A. Winder

© 1988-2015 ACORD CORPORATION. All rights reserved.



August 23, 2023

State of North Carolina, Department of Public Safety
Office of Recovery and Resiliency (NCORR)
Request for Bid #: RFB.Informal.Recon 04
Residential Reconstruction Services
Reconstruction and Reconstruction Plus Elevation

RE: Ducky Recovery, LLC

The Hartford, through its operating entities handles the surety bonds for Ducky Recovery, LLC. We have favorably considered projects in excess of \$20,000,000 single and \$50,000,000 aggregate. Our experience with Ducky Recovery, LLC has been excellent, and we highly recommend them to you.

As surety for Ducky Recovery, LLC., The Hartford will favorably consider providing a 100% Performance Bond and a 100% Payment Bond for the above captioned project, provided a contract is awarded to, and executed by Ducky Recovery, LLC.

Please understand that any arrangement for any bonds is a matter between Ducky Recovery, LLC and Hartford Fire Insurance Company and we assume no liability to third parties or you if, for any reason, we do not issue requested bonds.

The Hartford expressly reserves the right to review the terms and conditions of the contract, contract amount and bond form, evaluate pertinent underwriting data, and verify the adequacy of project financing prior to the issuance of bonds for the referenced project.

This letter will expire one hundred and eighty (180) days from the above date.

Very Truly Yours,

Daniel J. Bagge, Attorney-in-Fact
South/Central Division Manager

The Hartford
Bond Department
P.O. Box 2070
Mandeville, LA 70470

Phone 985-674-3120
Fax 866-446-9426
dan.bagge@thehartford.com

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Ducky Recovery, LLC.

City New Orleans State LA

Identify the person				Describe the case		Classify the case				Enter the number of days the injured or ill worker was:							
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Check the "injury" column or choose one type of illness:							
						Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	(M) Injury					
								Job transfer or restriction	Other recordable cases			Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
Page totals						0	0	0	0	0	87	0	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Injury (1)
Skin Disorder (2)
Respiratory Condition (3)
Poisoning (4)
Hearing Loss (5)
All other illnesses (6)

Expiration Date

12/31/2023

License No.

80461

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Ducky Recovery LLC

New Orleans, LA

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Building

until

December 31, 2023

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/01/2022

This certificate may not be altered.



Lisa Piercy

Chairman

C. Frank Wiesner

Secretary-Treasurer

February 24, 2023

To Whom It May Concern:

RE: Ducky Johnson Home Elevation, LLC
Ducky Recovery, LLC
Experience Modification Factor

This letter is to confirm the Workers Compensation Experience Rating Modification Factor for the following years:

2022	0.80
2021	0.84
2020	0.80
2019	0.68
2018	0.73

Sincerely,

Riley Winchester, AAI, CLCA
Vice President/Shareholder

United States Environmental Protection Agency

This is to certify that



Ducky Recovery LLC

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires

December 11, 2023

NAT-F118105-2

Certification #

November 02, 2018

Issued On



A handwritten signature in black ink that reads "Michelle Price".

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch