

Contract Award
Family Housing Center of NC
RFB.Informal.MHU 20

Item #	Project ID	Address	City	County	MHU Type	PDO Recommended Vendor for Award	Total Award Amount
27	APP-05469		Riegelwood	Bladen	Doublewide	Family Housing	\$145,500.00
40	APP-12277		Watha	Pender	Doublewide	Family Housing	\$149,500.00
50	APP-05968		Riegelwood	Columbus	Doublewide	Family Housing	\$139,500.00
57	APP-05344		Clinton	Sampson	Doublewide	Family Housing	\$153,500.00
59	APP-09242		Lumberton	Robeson	Doublewide	Family Housing	\$177,500.00
						Total Award Amount	\$765,500.00



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

Laura H. Hogshead, Director

Procurement Office

IMPORTANT BID ADDENDUM

September 12, 2023

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

RFB Number: RFB.Informal.MHU 20

COMMODITY/SERVICE: **Manufactured Housing Units**

ADDENDUM Number: 01

USING AGENCY: NCORR

PURCHASER: Margaret Serapin

Opening Date: **Remains September 13, 2023, at 2:00 pm ET**

RESPONSES TO QUESTIONS RECEIVED:

1. **QUESTIONS AND ANSWERS:** Below are the responses to the questions received as of September 12, 2023, by the 10:00 am ET deadline.

Question #	Reference	Question(s)	Answer(s)
1	Section 3 and HUB Requirements	I am preparing the response and the HUB Inserts (Attachments E&F) are not attached. Where can I find those?	<p>These attachments are no longer required in the RFB process. Since the bids are being distributed only to the prequalified list of GC's, HUB classifications are already recorded. All HUB utilization is monitored on a quarterly basis by the Program Delivery Office to track the participation of all GC's to meet the 10% goal or documented Good Faith Efforts.</p> <p>These attachments will continue to be included in all open market IFB's solicited for open market competition.</p>
2	Section 5.1.5 Preparation for New MHU, Page 13	Is the GC responsible for removal of asbestos or is the program assigning a different GC to complete this as previous BIDS?	NCORR has separate abatement contractors to complete this scope, and therefore GC's are not responsible for removal of ACM.

Question #	Reference	Question(s)	Answer(s)
3	Section 5.1.9 Preparation of New MHU, Page 13	Is the program providing initial Elevation certificate and plot plans for elevated sites as in previous BIDS?	NCORR will only provide elevation certificates and plot surveys for MHU+Elevation projects.

Execute Addendum:

VENDOR: Family Housing Center of NC, LLC

AUTHORIZED SIGNATURE: 

NAME and TITLE (Print or Typed): Jeremy McAllister
GM-Operations



STATE OF NORTH CAROLINA

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

REQUEST FOR BID #: RFB.Informal.MHU 20

Manufactured Housing Units

60 MHU's

Turnkey Delivery, Elevation, Installation, and Demolition

Date Issued: September 11, 2023

Request for Bid Opening Date/Time: September 13, 2023, at 2:00 pm ET

Direct all inquiries concerning this Request for Bid to:

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

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

Refer **ALL** Inquiries regarding this Request for Bid to: NCORR.procurement@ncdps.gov

RFB #: RFB.Informal.MHU 19

Description: Manufactured Housing Units (MHU)

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.

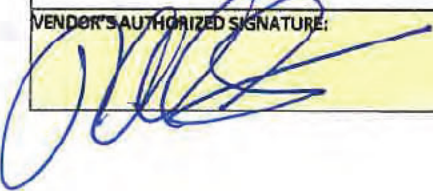
As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 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: Family Housing Center of NC, LLC		
SAM.gov Unique Entity ID [REDACTED]		
STREET ADDRESS: 2856 Alton Phillips Rd.	P.O. BOX:	ZIP: 28504
CITY & STATE & ZIP: Kinston, NC	TELEPHONE NUMBER: (252) 686-8881	TOLL FREE TEL. NO.:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE: 546 Old Asphalt Road, Kinston, NC 28504		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Jeremy McAllister GM-Operations		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE: 	DATE: 09/13/2023	EMAIL: jeremy@familyhousingcenter.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 15th day of September, 2023 as indicated on the attached certification, by Margaret Serapin (Authorized Representative of NCORR)

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	7
2.7	CONTRACT MONITORING	8
3.0	METHOD OF AWARD AND BID EVALUATION PROCESS.....	9
3.1	METHOD OF AWARD.....	9
3.2	CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING PROCESS:	9
3.3	BID EVALUATION PROCESS	10
3.5	INTERPRETATION OF TERMS AND PHRASES.....	10
4.0	REQUIREMENTS.....	11
4.1	PRICING.....	11
4.2	BONDS; PERFORMANCE AND PAYMENT.....	11
4.3	WORK ORDER.....	11
4.4	WORK ORDER TERM (Period of Performance).....	11
4.5	INVOICES.....	12
4.6	FINANCIAL STABILITY.....	12
4.7	HUB PARTICIPATION.....	12
4.8	OPTIONAL BACKGROUND CHECKS.....	12
4.9	PERSONNEL.....	13
4.10	VENDOR'S REPRESENTATIONS.....	13
4.11	INSURANCE REQUIREMENTS.....	13
5.0	SPECIFICATIONS AND SCOPE OF WORK.....	13
5.1	PREPARATION FOR NEW MHU.....	13
5.2	PERMANENT PLACEMENT ON REAL PROPERTY (i.e., foundation, means of Egress, etc.).....	14
5.3	MHU MINIMUM REQUIREMENTS	14
5.4	ADA COMPLIANT UNIT REQUIREMENTS.....	15
5.5	MHU SPECIFICATION PREFERENCES.....	15
5.6	MHU DELIVERY.....	16
5.7	ELEVATION SCOPE OF WORK.....	16
5.8	ADDITIONAL REQUIREMENTS	17
6.0	CONTRACT ADMINISTRATION.....	17
6.1	PROJECT MANAGER AND CUSTOMER SERVICE.....	17

6.2 POST AWARD PROJECT REVIEW MEETINGS..... 17

6.3 ACCEPTANCE OF WORK..... 17

6.4 FAITHFUL PERFORMANCE..... 18

6.5 DISPUTE RESOLUTION..... 18

ATTACHMENT A: PRICING 19

ATTACHMENT B: INSTRUCTIONS TO VENDORS..... 20

ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS 28

ATTACHMENT D: NORTH CAROLINA CONSTRUCTION GENERAL CONDITIONS..... 44

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 Department of Public Safety, Office of Recovery and Resiliency (NCORR) is seeking bids from those prequalified Vendors to provide **turn-key** manufactured housing units, elevation, installation, and demolition. The work will include but is not limited to: supplying the manufactured housing unit, delivery and installation, site design and preparation, elevation, homeowner move-out and move-in assistance, and demolition.

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	September 11, 2023
Submit Written Questions	Vendor	September 12, by 10:00 am ET
Provide Response to Questions (Addendum)	State	September 12, 2023
Submit Bid	Vendor	September 13, 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 applicable to **this RFB** shall be emailed to NCORR.procurement@ncdps.gov by the due date/time specified above. Vendor should enter "**RFB MHU 20 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 NCORR.Procurement@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 MHU 20_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) Complete and sign **EXECUTION PAGE**, and any Addenda released in conjunction with the RFB.
- b) Complete **ATTACHMENT A: PRICING** (Excel file attached in email). **Return pricing in EXCEL** format, not in pdf!
- c) **ATTACHMENT B: INSTRUCTIONS TO VENDORS**
- d) **ATTACHMENT C: NORTH CAROLINA GENERAL TERMS AND CONDITIONS**
- e) **ATTACHMENT D: NORTH CAROLINA CONSTRUCTION GENERAL CONDITIONS**

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) **PRINCIPLE PLACE OF BUSINESS:** The principle 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 General Contractors Prequalified List.
- v) **RFPQ:** 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 pricing methodology for evaluation purposes only is:

MHU price at 95% and the daily hold rate for four months (beyond the included 60-day hold included in MHU price) will be 5% to equal the 100% price for evaluation.

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

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

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.

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.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation. **Contract award tabulations should be posted to [Contracts and Procurement | ReBuild NC](#) within three (3) business days of contract award.**

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

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 and include in Bid response. 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. There is no overall not to exceed contract price for this contract, but the pricing is binding for the MHU units individually and for the daily hold rates individually. Refer to the enclosed URL below for all documentation necessary to establish pricing.

https://drive.google.com/drive/folders/1NdkyM9W_480hwpdVQ3hTmS-OkKQEdkky?usp=sharing

4.2 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.

4.3 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.

4.4 WORK ORDER TERM (Period of Performance)

Each Work Order shall have an initial term of 35 Calendar Days after Notice to Proceed for MHU Replacement or 45 Calendar Days after Notice to Proceed for MHU Replacement with Elevation. See section 5.6 MHU Delivery for additional requirements.

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.

4.5 INVOICES

Vendor shall provide the invoice to the NCORR Construction Manager.

The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the NCORR Construction Manager with an invoice for each Project (Application number; homeowner address). Invoices shall include detailed line-item information to allow the NCORR Construction Manager to verify pricing matches the correct price from the contract. At a minimum, the following fields shall be included on all invoices:

Vendor's Billing Address, NC Contract Number, Order Date, Project Number (Application number; homeowner address), Item Descriptions, Price, Quantity, and Unit of Measure.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.

1. A deposit of **25%** to start production (or hold in stock units) of any of the homes to which bidder was awarded a contract.
2. Progress Payment of **25%** of contract price when the MHU is delivered to Bidder's regional/local office, facility, or lot and the unit has been inspected and approved as compliant by NCORR and a Certificate of Origin has been submitted to NCORR. All units must be within 150 miles of Raleigh, NC for inspection to occur.
3. Progress Payment of **45%** of contract balance when installation of the MHU on the lot is performed; both the local authority having jurisdiction and NCORR pass final inspections and issue certificate of occupancy of the MHU; key turnover and completion of all punch list items.
4. Final Retainage Payment of remaining **5%** will be paid after submission of all manufacturer and subcontractor warranties to owner(s) and delivery to NCORR copies of all relevant inspection and permitting documentation to include all ancillary certifications from other statutory agencies with jurisdiction.

4.6 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.

4.7 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.

4.8 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.

4.9 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).

4.10 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.

4.11 INSURANCE REQUIREMENTS

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

5.0 SPECIFICATIONS AND SCOPE OF WORK

Specifications for All MHUs:

5.1 PREPARATION FOR NEW MHU

1. Move out coordination with the property owner.
2. Utility disconnection and deactivation/ reactivation and reconnection.
3. Demolition of existing structure.
4. Site/foundation preparation.
5. Debris removal in accordance with all Federal, State and local requirements, including the disposal of potential asbestos containing materials.
6. Site preparation.
7. Replacement and installation of MHU in accordance with all applicable local and state, federal, and ICC codes and standards.
8. Fencing removal and replacement.
9. Original Survey/Elevation certificate requirements, as applicable.

5.2 PERMANENT PLACEMENT ON REAL PROPERTY (i.e., foundation, means of Egress, etc.)

1. Skirting unless existing structure has brick or brick is required by AHJ.
2. 18" x 24" door for crawlspace.
3. Installation of a 10-foot by 10-foot deck (wood) off the rear of MHU with steps to grade.
4. Small 5x5 deck (wood) with stairs at front egress.
5. All entrance doors must have steps leading to them built in accordance with the North Carolina Regulations for Manufactured Homes section 3.11.
6. All towing apparatus removed.
7. The bidder will be responsible for proper placement of the MHU on the lot in compliance with current zoning requirements.
8. ADA Compliance to include, although not limited to, ramps and lifts where required.

5.3 MHU MINIMUM REQUIREMENTS

1. Minimum square footage (but able to be code-compliantly placed upon the property) and bed/bath composition as shown per each unit in Attachment A.
2. Model must include living/family room, kitchen and eating area.
3. Ceiling lights in each bedroom and in living/family room operated from wall switch.
4. **Wind Zone 2 or 3 as required by code** (minimum 25 or 30-year shingle with corresponding warranty).
5. Appliances that must be included in bid are refrigerator; dishwasher; range (combination oven and stovetop); microwave/range hood combination or separate range hood depending on standard package for MHU model.
6. No Plastic Plumbing Fixtures (sinks, faucets, etc.).
7. MHU must meet U.S. Department of Housing and Urban Development's specifications for manufactured homes.
8. Footings, pier spacing, and anchorage shall meet the current North Carolina Regulations for Manufactured Homes and the Manufacturer's Installation Instructions. Electrical, plumbing, and mechanical work shall meet the requirements of the National Electrical Code, North Carolina Plumbing and North Carolina Mechanical Codes, respectively, along with the North Carolina Regulations for Manufactured Homes. Connection of plumbing systems shall be performed by a NC licensed plumbing contractor.
9. Foundation system and tie-downs must be installed in accordance with the installation instructions for new homes.
10. All footer blocks shall be covered with earth.
11. Underneath the home is to be graded to prevent water ponding. Additional fill should be added where necessary, if the interior (crawl space) grade is lower than the exterior to ensure there is positive drainage and balanced fill.
12. A GFCI convenience receptacle should be located adjacent to mechanical equipment in accordance with the requirements of NEC (550.32(E)).
13. Additional external GFI protected receptacles shall be provided adjacent to the front and rear exit doors. Receptacles shall be installed in accordance with the requirements of *NC Regulations for Manufactured Homes section 3.12.3*.
14. The electrical system shall be complete with proper conductor and overcurrent device sizes.
15. At least one (1) outlet must be accessible from the ground (no higher than sixty (60) inches from the adjoining grade). If this outlet is below the known flood elevation for this home, then it must be installed in accordance with NFIP guidelines (a Dedicated circuit fed either from the interior distribution panel or directly from the meter base pole mounted panel, and the outlet must be GFCI, weather and tamper resistant rated.)

16. The water supply is installed in accordance with North Carolina Regulations for Manufactured Homes section 3.13.6.
17. Two hose bibs are required to be installed (one in front, and one in rear of unit), and must have means for back flow prevention.
18. The sewer line is run with correct fall and the connection to septic tank exposed for the inspection.
19. All mechanical equipment must be installed with proper overcurrent protection device.
20. All mechanical equipment located outside is leveled and placed on an elevated platform at a height no less than the height of the lowest finished floor of the installed MHU.
21. Any ductwork run under the home should be supported every 4'-0".
22. Include the cost of transportation, cost of code approved set-up, costs of connecting to electrical utility, water supply and sewer, costs of all permits (if applicable), taxes (if applicable), and all other work or services to include engineering, architectural, surveying, and/or environmental services required to obtain a certificate of occupancy from the local authority having jurisdiction. This includes, but not limited to an as-built survey, plot survey, and/or site-specific engineering required by City, County, or public utility.
23. One GFCI receptacle shall be installed in the laundry area.

5.4 ADA COMPLIANT UNIT REQUIREMENTS

All requirements listed within this section are in addition to requirements listed above at 5.0 (B and C). ADA units are listed in Attachment A: Pricing (Excel file). Other ADA modifications not listed may be needed to comply with reasonable requests, as required under Fair Housing law.

1. ADA/Comfort Height Toilet in Master Bath.
2. Low Threshold/Walk in Shower with a flexible water dam in Master Bathroom.
3. Countertop max height 36".
4. Removable cabinet or no cabinet under kitchen sink.
5. D-shaped cabinet handles.
6. All doors must have leavers for doorknobs.
7. Blocking for grab bars at toilets, tubs, and showers.
8. Grab bars in bathrooms at toilet and shower.
9. Vinyl floors throughout unit instead of carpet.
10. Handicap Accessible shower with seat 36" max.
11. 32" – 48" wide doors.
12. Low exterior door thresholds.
13. Lever-handled locksets for exterior doors.
14. Stove must have front controls.
15. Refrigerator and Dishwasher must have pull handles.

5.5 MHU SPECIFICATION PREFERENCES

1. OSB exterior wall cladding (sheathing) *if available from the manufacturer*
2. Drywall wall finishes, not paneling, in all living spaces *if available from the manufacturer*

5.6 MHU DELIVERY

1. **After award of the contract** the vendor must receive the unit on the lot within the 150 miles radius of Raleigh, NC within **65 calendar days**.
2. Vendor must **hold the unit until** a **Notice to Proceed** is issued by NCORR. Should the Notice to Proceed be issued before vendor receives the unit on the lot, then liquidated damages (if applicable) will be assessed daily as stated at 6.4.
3. Vendor must be willing for the unit to **remain on their lot** for a minimum of **60 calendar days prior to delivery and installation**. The cost for this shall be included in the MHU price itself.
4. Any day required to be **stored beyond 60 calendar days** after Notice to Proceed is issued shall be **paid at a daily rate** which is given in Attachment A.
5. Once a **Notice to Proceed** is given, Vendor must **deliver** the unit and **receive Certificate of Occupancy** from the AHJ, and approval by NCORR **within 35 calendar days for MHU Replacement, and within 45 calendar days for MHU Replacement + Elevation**. Delays made by the AHJ may result in a time extension.
6. The Vendor shall perform a separate key turnover with the applicant within **5 calendar days** after passed program final inspection if the applicant is a self-move or directly at the move in if the applicant has a GC-move.

5.7 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:

1. 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 elevations projects will be performed and provided by NCORR's vendor and must be followed by the GC. All other engineering, architectural, surveying, and environmental services will be required to be provided by the GC and included in the bid price.
2. Geotechnical Soil Borings. Geotechnical soil borings shall be performed by the GC's vendor, if applicable.
3. Required permits and certificates, to include but not limited to Final Elevation Certificate.
4. Disconnecting & deactivation of utilities.
5. Extending/reconfiguring utilities to be reconnected/reactivated.
6. Elevation of decks/porches 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.
7. ADA Compliance to include, although not limited to, ramps and lifts where required.
8. Miscellaneous repairs/rehabilitations due to elevation.
9. All engineering detail for unit elevation design must meet or exceed minimum NCORR requirements, as well as applicable NFIP requirements.
10. Where the foundation design includes elevation and/or is constructed in a flood zone, it must include approved NFIP flood vent in the foundation design. Where flood vents are installed, the enclosure or crawl space below the building must contain a sufficient number of flood vent openings to allow flood waters to flow under the building and not buckle the foundation.
11. 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.

5.8 ADDITIONAL REQUIREMENTS

1. See **Article 22** of the North Carolina Construction General Conditions (Attachment D) for **warranty** requirements.
2. Provide documentation and tracking of construction progress for all projects, including weekly daily reports as required by NCORR.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes.

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a project manager. The project manager shall be the State's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor shall be required to meet weekly (virtually) with the State for Project Review meetings. The purpose of these meetings is to discuss the status of residents moving out of their current MHU, the status of completing demolition of the existing MHU, and the projected date the new MHU will be delivered and installed. The awarded vendor will advise when they have delivery and installation crews available; and mutually, the parties will determine the earliest date the MHU can be delivered and installed. The weekly meeting will address outstanding issues, review problem resolution, provide direction, and discuss any other pertinent topics.

6.3 ACCEPTANCE OF WORK

Performance of the delivery and installation of the MHU shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the MHU installation is approved as acceptable by the NCORR Construction Manager. NCORR shall not be deemed to have accepted performance or receipt of the MHU until installation is complete and approved by NCORR and the AHJ.

Acceptance of Vendor's work product shall be based on the following criteria:

- Delivery and installation of the MHU offered and awarded (e.g. 4 bedroom/2 bathroom, 3 bedroom/2 bathroom; Make and Model).
- Providing the NCORR Construction Manager all required permits signed off by the applicable inspector.
- Providing the NCORR Construction Manager the Certificate of Occupancy, and any required title and/or title transfer documents listed in the NCORR General Contractors Instructions.

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may

exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.4 FAITHFUL PERFORMANCE

Any Contract may include terms ensuring a Vendor's performance such as: (1) a bond, or similar assurance; (2) liquidated damages; (3) a percentage of the Contract value held as a retainage; (4) withholding final payment contingent on acceptance of the final deliverable; and (5) any other provision that assures performance of the Vendor, including the reasonable issuance of a Notice To Proceed (NTP). The parties agree that the Vendor shall be subject to the following faithful performance requirements:

1. Fully Compliant MHUs per contract specifications.
2. Delivery to local lot for inspection within contract timeline.
3. Delivery and installation of unit within contract timeline.
4. Receipt of all pertinent permits and certificates within contract timeline.

Should Vendor not meet these Faithful Performance items, or the Period of Performance Standard as noted in Article 11 of the North Carolina General Construction Terms, then NCORR shall assess Liquidated Damages of \$250 a day until Faithful Performance has been met. Liquidated Damages shall be deducted from any future payments and/or directly billed to Vendor.

6.5 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution.

Attachments to this RFB begin on the next page.

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.

Vendor is **NOT** required to submit a bid for all MHU's

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/1NdkyM9W_480hwpdVQ3hTmS-OkKQEdkkv?usp=sharing

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. **RFB:** 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. **RFPQ:** 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 it 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.

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 lost 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.



September 11, 2023

Client: **Family Housing Center of NC, LLC**

Project: State of NC Office of Recovery & Resiliency (NCORR)
RFB.Informal.MHU 20


We handle the surety needs of the above client. The bonds are handled by The Cincinnati Insurance Company, which is one of the premier bond companies in the country, and has an excellent A. M. Best rating of "A+" with a financial size of XV and a Department of Treasury Underwriting Limit that exceeds \$700 million.

At the request of our client and for prequalification purposes, we have been asked to provide certain confidential information to you. We have established a program for bonds on single jobs up to \$7,500,000 and a work program aggregate of \$10,000,000.

Should our client be awarded your project and if requested by our client to provide bonds, then the request will be given full consideration for approval, subject to our normal underwriting standards. These Standards include but are not limited to, a mutually acceptable review of the final contract terms and conditions, evidence of financing by the owner's lender, and acceptability of bond forms both by our client and The Cincinnati Insurance Company. It is understood that any arrangements for any bonds are a matter between our client and The Cincinnati Insurance Company, and we assume no liability to third parties or to you if for any reason we do not execute any bonds.

If we can provide you with any further information concerning our client, please do not hesitate to call.

Sincerely,

DocuSigned by:

AB1559211AC3499...

J. Scott Crocker, Attorney-in-Fact
Towne Insurance Agency

NCLBGC

Verify License/Qualifier Search

Contact

Name

Family Housing Center of NC, LLC

Address

2856 Alton Phillips Rd.
Kinston, NC 28504

Phone

2524124695

License

License

L.88179

Account Type

License

Effective Date

01/25/2023

Expiration Date

12/31/2023

Status

Active

License Limitation

Limited



Active Classifications

Building

Qualifiers

Name	Qualifier #	Status
Eric S. Rouse	Q.15346	Active
Jeremy P. McAllister	Q.49675	Active

Close Details





Family Housing Center

546 Old Asphalt Road
Kinston, NC 28504

252-686-8881

License #45417

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NO REDACTIONS NECESSARY