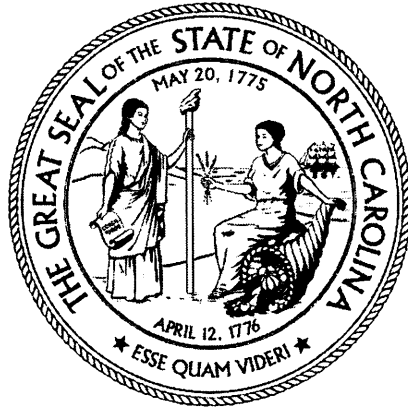


**STATE OF NORTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
NCORR**



**STATE OF NORTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF RECOVERY AND RESILIENCY (NCORR)**

REQUEST FOR BID NUMBER #: Rehab - 06

**WORK ORDERS FOR RESIDENTIAL
REHABILITATION CONSTRUCTION SERVICES**

Date of Issue: 11/8/2019

Request for Bid Opening Date: 11/22/2019

At 12:00 PM EST

Direct all inquiries concerning this Request for Bid to:

Sherri Garte

Director Purchasing and Contracting

Email: Construction@rebuild.nc.gov

Refer ALL Inquiries regarding this Request for Bids to: Sherri Garte	RFB: Rehab 06

EXECUTION

Failure to execute/sign Request for Bid prior to submittal shall render bid invalid and it WILL BE REJECTED. Late responses cannot be accepted.

VENDOR: <u>Sarah Bullard Lady Built Construction</u>		
STREET ADDRESS: <u>8644 Shannon Road</u>	P.O. BOX:	ZIP:
CITY & STATE & ZIP: <u>Shannon NC 28386</u>	TELEPHONE NUMBER: <u>(910) 308-0837</u>	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS, IF DIFFERENT FROM ABOVE: <u>202 Main Street Pembroke NC 28372</u>		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: <u>Sarah Bullard, owner</u>	FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE: <u>Sarah Bullard</u>	DATE: <u>11/22/19</u>	EMAIL: <u>ladybuiltconstruction@gmail.com</u>

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 RFP #19-RFP-014364-WAX, 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). *This procurement complies with the State's own procurement laws, rules and procedures per 2 CFR § 200.317.*

FOR STATE USE ONLY: Offer accept and Work Order awarded this <u>25</u> day of <u>Nov</u> , 20 <u>19</u> as indicated on the attached certification, by <u>Sherri Garte</u> (Authorized Representative of Department of Public Safety, NCORR)



North Carolina Department of Public Safety
Office of Recovery and Resiliency

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Spradberry, Director
Laura H. Hogshoad, Chief Operating Officer

Request for Bid Date: 11/8/2019 **RFB.Informal.Rehab 06**
Bid Opening Date and Time: 11/22/2019 12:00 PM EDT

Bidding Contractor: _____

Scope of Work: This price is to include all labor and materials noted in the estimated cost of repair. Any means, methods, or materials that are associated with the provided scope of work not noted in the estimated cost of repair, but required to complete the project must be included within pricing.

RFB.Informal.Rehab 06

	Project ID	Address	City	County	Type	ECR Cost	Bid Factor	Final Cost
A	APP-04282		Whiteville	Columbus	Rehabilitation	\$19,794.82	1.02	\$ 20,190.72
B	APP-03488		Chadbourn	Columbus	Rehabilitation	\$3,839.92	1.02	\$ 3,916.72
C	APP-03902		Crunch	Bladen	Rehabilitation	\$8,567.12	1.02	\$ 9,040.38
D	APP-04011		Whiteville	Columbus	Rehabilitation	\$60,264.87	1.02	\$ 61,470.17
E	APP-02744		Whiteville	Columbus	Rehabilitation	\$689.59	1.02	\$ 703.38
F	APP-03570		Elizabethtown	Bladen	Rehabilitation	\$22,051.71	1.02	\$ 22,492.23
G	APP-03156		Fair Bluff	Columbus	Rehabilitation	\$3,452.87	1.02	\$ 3,521.93
H	APP-04698		Burgaw	Hender	Rehabilitation	\$4,189.20	1.02	\$ 4,272.98
I	APP-04541		Clarkton	Columbus	Rehabilitation	\$1,684.72	1.02	\$ 1,718.41
J	APP-04445		Bolton	Columbus	Rehabilitation	\$3,869.82	1.02	\$ 3,947.22
K	APP-04440		Riegelwood	Columbus	Rehabilitation	\$6,120.24	1.02	\$ 6,242.64
L	APP-04452		Whiteville	Columbus	Rehabilitation	\$5,032.32	1.02	\$ 5,132.97
M	APP-03778		Bladenboro	Bladen	Rehabilitation	\$38,996.78	1.02	\$ 39,776.72
N	APP-03266		Clarkton	Columbus	Rehabilitation	\$46,790.79	1.02	\$ 47,726.61
O	APP-04244		Bolton	Columbus	Rehabilitation	\$27,027.12	1.02	\$ 27,567.66
P	APP-03088		Tabor City	Columbus	Rehabilitation	\$24,660.01	1.02	\$ 25,153.21
Q	APP-04731		Delco	Columbus	Rehabilitation	\$9,906.75	1.02	\$ 10,104.89
R	APP-03518		Tabor City	Columbus	Rehabilitation	\$10,595.42	1.02	\$ 10,807.33
S	APP-04455		Cerro Gordo	Columbus	Rehabilitation	\$3,329.75	1.02	\$ 3,396.35
T	APP-00964		Fayetteville	Cumberland	Rehabilitation	\$5,874.70	1.02	\$ 5,992.19
U	APP-01649		Fayetteville	Cumberland	Rehabilitation	\$33,237.27	1.02	\$ 33,902.02
					TOTAL	\$340,271.29		\$ 347,076.72

[Must be in RFB format]

OTHER QUALIFICATIONS (list any firms below to be used as sub-contractors):

MBE / WBE
Section 3

- * Insert price per Project ID
- ** A change of scope request from the contractor shall result in an immediate stoppage of all work while approvals are being obtained

INSURANCE COVERAGE REQUIREMENTS:

Workers' compensation insurance and statutory disability insurance.	Include in Price
Commercial general liability insurance	Include in Price
Comprehensive business automobile liability insurance.	Include in Price
Standard "all risk" property insurance.	Include in Price
Excess liability insurance	Include in Price
Professional liability insurance (if applicable).	Include in Price
Pollution legal liability insurance (if applicable).	Include in Price
Builders risk insurance (if applicable).	Include in Price

License Year

2019

License No.

79074

North Carolina

Licensing Board for General Contractors

This is to Certify That:
Sarah Nicole Bullard, T/A
Lady Built Construction
Shannon, NC

is duly registered and entitled to practice

General Contracting

Limitation: Limited
Classification: Building

until

December 31, 2019

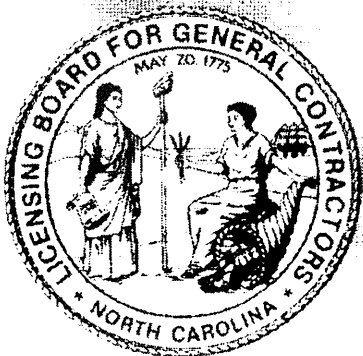
when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

March 27, 2019

This certificate may not be altered.




Chairman


Secretary-Treasurer

Non-Collusion Affidavit

By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

[3] No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FORGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of North Carolina, this 20th day of November 2019 as the act and deed of said corporation of partnership.

IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:

NAMES OF PARTNERS OR PRINCIPALS LEGAL RESIDENCE

IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:

NAMES LEGAL RESIDENCE

Sarah Bullard 8644 Shannon Rd Shannon NC 28386
President Owner

Secretary

Treasurer

President

Secretary

Treasurer

Identifying Data:

Potential Contractor: Sarah Bullard Lady Built Construction

Street Address: 8644 Shannon Road

City, Town, etc. Shannon NC 28386

Telephone: (910) 308-0837 Title: Owner

If applicable, Responsible Corporate Officer Name

Owner

Title

Sarah Bullard

Signature

Joint or combined bids by companies or firms must be certified on behalf of each participant:

Legal name of person, firm or corporation Legal name of person, firm or corporation

By _____ By _____

(Name)

(Name)

Title

Street Address

Street Address

City and State

City and State

SECTION 3 UTILIZATION PLAN FOR CONTRACTS FROM RFPQL

Instructions: This Utilization Plan must be submitted with any bid/assignment proposal that results in a contract from a Request for Pre-Qualified List (RFPQL) solicitation. The Plan must contain a detailed description of the supplies and/or services to be provided by each certified Section 3 Business under the contract resulting from a RFPQL solicitation. Attach additional sheets if necessary.

PROPOSED CONTRACT DOLLAR VALUE: 347,076.72

VENDOR CONTACT INFORMATION

Company Name: Sarah Bullard Lady Built Construction

Phone: (910) 308-0837

Fax:

Email: ladybuiltconstruction@gmail.com

Registered company address: 8644 Shannon Road

City: Shannon

State: NC

ZIP Code: 28386

CONFIRMED SUBCONTRACTORS / SUPPLIERS

Certified Section 3 Contractor or Supplier (Name, Address, and Phone Number)	Detailed Description of Work (ATTACH ADDITIONAL SHEETS, IF NECESSARY)	Anticipated Dollar Value of Subcontracts/Supplies/Services
1 Lady Built Construction 8644 Shannon Road Shannon NC 28386 (910) 308-0837	General Contractor O+P	\$ 81,000.00
2		\$
3		\$

ATTACH "GREATEST EXTENT FEASIBLE" DOCUMENTATION AS APPLICABLE.

PREPARED BY:

FOR AGENCY USE ONLY

Name, Title, Signature:

Sarah Bullard, owner

Reviewed By:

Approved:

Yes

No

Date:

Date:

11/22/19

M/WBE UTILIZATION PLAN FOR CONTRACTS FROM RFPQL

Instructions: This Utilization Plan must be submitted with any bid/assignment proposal that results in a contract from a Request for Pre-Qualified List (RFPQL) solicitation. The Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract resulting from a PQL solicitation. Attach additional sheets if necessary.

PROPOSED CONTRACT DOLLAR VALUE: 349,076.72

VENDOR CONTACT INFORMATION

Company Name: Sarah Bullard Lady Built Construction

Phone: (910) 308-0837

Fax:

Email: ladybuiltconstruction@gmail.com

Registered company address: 8644 Shannon Road

City: Shannon

State: NC

ZIP Code: 28386

CONFIRMED SUBCONTRACTORS / SUPPLIERS

Certified MWBE Contractor or Supplier (Name, Address, and Phone Number)	Certification (Y/N)	Detailed Description of Work (ATTACH ADDITIONAL SHEETS, IF NECESSARY)	Anticipated Dollar Value of Subcontracts/Supplies/Services
1 JLC Construction (910) 374-0206 Hwy 74 West Lumberton NC 28360	NC Certified <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE	Drywall, Painting & Flooring, & Demo	\$ 34,200.00
2 M-R Electric & Security Alarms 9525 Rennert Road Shannon NC 28386 (910) 843-2789	NC Certified <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE	Electrical	\$ 7,200.00
3	NC Certified <input type="checkbox"/> MBE <input type="checkbox"/> WBE		\$

ATTACH GOOD FAITH EFFORTS DOCUMENTATION AS APPLICABLE.

PREPARED BY:	*FOR AGENCY USE ONLY*
Name, Title, Signature: Sarah Bullard, owner <i>Sarah Bullard</i>	Reviewed By:
Date: 11/22/19	Approved: <input type="checkbox"/> Yes <input type="checkbox"/> No
	Date:

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1.0 PURPOSE AND BACKGROUND

In accordance with RFP 19-RFP-014364-WAX a list of prequalified Vendors have been approved to perform work on Housing Recovery Program (HRP) projects. The North Carolina Office of Recovery and Resiliency (NCORR) is seeking bids from those prequalified Vendors prequalified to provide services as described in the attached Scopes of work in this Request for Bid.

Bids shall be submitted in accordance with the terms and conditions of the original RFP #19-RFP-014364-WAX, this Request for Bid (RFB) and any addenda issued hereto and the Contractor shall abide by all Federal, State and local regulations regarding equal employment and other Labor Standards Provisions, including but not limited to:

1. Affirmative Action/Non-Discrimination/Equal Employment Opportunity
2. Federal MBE/WBE and City Business Inclusion programs
3. HUD Section 3 businesses and residents
4. Federal and State labor compliance, including payment of prevailing wages
5. 100% performance and payment bonds for each project

2.0 GENERAL INFORMATION

2.1 REQUEST FOR BID DOCUMENT

The 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 Work Order arising from this RFB. Any attempt to delete or avoid the force of the previous sentence shall render Vendor's bid invalid, and it shall not be considered.

2.2 SUBMISSION INSTRUCTIONS

Instructions: A RFB, subject to the terms and conditions of the original RFP #19-RFP-014364-WAX and any conditions made a part hereof and the receipt requirements described below, shall be received at the email address indicated below for furnishing and delivering services as described herein.

Construction@ReBuild.NC.gov

Vendors shall submit one (1) **signed, original executed** response to the email address identified above. Vendor shall insert the bid number in the subject line of the email with the Vendor's name and date and time of opening in the body of the email. Vendor shall also name Vendor's contract manager (see Section 4.4) in the body of the email with contact information (Phone number and email address).

IMPORTANT NOTE: It is the responsibility of the Vendor to have the signed RFB 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.

2.3 QUESTIONS ABOUT REQUEST FOR BID

Purpose: Upon review of the RFB, Vendors may have questions to clarify or interpret the Bid in order to submit the best response possible. To accommodate the Questions process, Vendors shall submit any such questions by the below due date.

Instructions: Written questions shall be emailed to **Construction@Rebuild.NC.gov** no later than **2:00 pm 11/14/2019**. Vendors should enter "RFB REHAB #06 – Questions" as the subject for the email. Questions submittals should include a reference to the applicable RFB section and be submitted in a format shown below:

Reference	Vendor Question
RFB, Page Number	Vendor question...?

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be provided in the form of an addendum, and will be emailed to all Vendors that received an RFB by email 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 REQUEST FOR BID CONTENTS

Vendor shall populate all attachments of this RFB that require the Vendor to provide information and include an authorized signature where requested, as outlined below. Vendor Responses shall include the following items and they should be arranged in the following order:

- a) Completed and signed version of EXECUTION PAGE and signed receipt pages of any addenda released in conjunction with this RFB.
 - b) Completed version of BID WORKSHEET
 - c) M/WBE Utilization Plan
 - d) Section 3 Utilization Plan
 - e) Non-Collusive Bidding Certification
 - f) Relevant licenses
- Failure to submit these documents will result in an incomplete response to this RFB.

2.5 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **BATCH:** A grouping of similar Work Orders/Scopes of work grouped together.
- b) **NCORR:** North Carolina Office of Recovery and Resiliency.
- c) **NOTICE TO PROCEED:** Notice to Vendor to commence work to be performed under this agreement.
- d) **RFB:** Request for Bid
- e) **WO:** Work Order
- f) **WORK ORDER:** Specific, written authorization to perform the task(s) listed therein.
- g) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Bid.

3.0 METHOD OF AWARD AND EVALUATION PROCESS

3.1 METHOD OF AWARD

RFBs will be awarded in accordance with State and Federal law and the evaluation criteria set out in this solicitation. Prospective Vendors shall not be discriminated against on the basis of any prohibited grounds as defined by Federal and State law.

- The State may obtain bids from one or more potential Vendors. All awards will be based on the lowest responsive responsible bidder identified in this RFB subject to a determination of capacity or other considerations by NCORR at its sole discretion as addressed below. This solicitation is anticipated to be for a single award, however, NCORR reserves the right to not award to the apparent low bidder if in the best interest of the agency based on considerations including but not limited to contractor

capacity, amount of current and pending projects with NCORR, past and current performance and other considerations relevant to award. Information requested herein may, subsequent to bid submission and deadline, be requested by NCORR to be clarified, augmented, substantiated or otherwise addressed, at the discretion of NCORR for bids received prior to the Submission Deadline. No obligation to request such clarification exists with NCORR, and determination of responsiveness may be made solely on the submitted materials.

- **This solicitation shall be for a single award, however, NCORR reserves the right to not award to the apparent low bidder if in the best interest of the agency and/or based on program funding.**
- **All projects will require 100% performance and payment bonds individually. Failure to submit bonds 48 hours after the intent to award will result in a cancelation of the intent to award.**

3.2 REQUEST FOR BID EVALUATION PROCESS

- The State shall review the responses to this RFB to confirm that they meet the specifications and requirements. The State reserves the right to waive any minor informality or technicality.
- For all responses that pass the initial review process, the State will review and assess the Vendors' pricing. The State may request additional formal responses or submissions from any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the RFB. Vendors are cautioned, however, that the State is not required to request clarification, and often does not. Therefore, all responses 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 contact references supplied in RFP #19-RFP-014364-WAX as well as any other known sources to verify Vendors past performance. This information may be considered in making an award.
- Vendors are cautioned that this is a request for bid, not a request or an offer 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.

CONFIDENTIALITY DURING PROCESS: During the evaluation period and prior to award, all information concerning the responses and evaluation is confidential, and possession of the responses and accompanying information is limited to personnel of the issuing agency and any third parties involved in this procurement process, and to the committee responsible for participating in the evaluation. Any attempt on behalf of a Vendor to gain such confidential information, or to influence the evaluation process (e.g., contact anyone involved in the evaluation, criticize another Vendor, offer any benefit or information not contained in the bid) in any way is a violation of North Carolina purchasing law and regulations and shall constitute sufficient grounds for disqualification of Vendor's offer from further evaluation or consideration in the discretion of the State (NCAC 05B. 0103).

3.3 INTERPRETATION OF TERMS AND PHRASES

This Request for Bid serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Work Orders resulting from this procurement. As such, all terms in the original RFP #19-RFP-014364-WAX, its 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 Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department's needs as described in the RFB. However, failure to comply with any single requirement may result in the Department 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 response, 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 the Vendor is unclear or has any question about the specifications, requirements and terms and conditions herein, it is urged and cautioned to contact the issuing agency Contract Lead as specified in this Request.

- **General Contractors will NOT be permitted to communicate with the homeowner during the bid process.**
- **General Contractors must submit fully executed M/WBE and Section 3 utilization plans to be considered for this RFB. An incomplete or not applicable (N/A) response will be deemed as non-responsive.**

4.1 WORK ORDER TERM

Each Work Order shall have an initial term of **45** Days after Notice to Proceed. This initial term supersedes the RFP #19-RFP-014364-WAX.

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 5 days before the end of the Work Order's then-current term.

4.2 PRICING

This RFB will require the Vendor to provide a bid factor for the Benchmark Bid Book (Xactimate). Pricing shall be in accordance with the BID BOOK.

Price shall constitute the total cost to the State for all deliverables required in each Work Order. Vendor shall not invoice for any amounts not specifically allowed for in this Work Order per BID WORKSHEET and included with Response. Vendor may submit bids for any and all projects in this RFB.

4.3 INVOICES

Vendor shall provide an invoice to the NCORR Construction Manager within **7** days of passed inspections. **Failure to submit invoices within the given timeframe will be considered a deficiency in performance and shall be used to determine contractor capacity for future projects.** The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide NCORR with an invoice for each order. Invoices shall include detailed line item information to allow NCORR to verify pricing:

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 their 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, Work Order Date and back up documentation.

4.4 CONTRACT MANAGER AND CUSTOMER SERVICE

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

5.0 WORK ORDER

5.1 WORK ORDER SPECIFICATIONS

Projects:

APP-04282		Whiteville	Columbus
APP-03488		Chadbourn	Columbus
APP-03902		Council	Bladen
APP-04011		Whiteville	Columbus
APP-02742		Whiteville	Columbus
APP-03570		Elizabethtown	Bladen
APP-03156		Fair Bluff	Columbus
APP-04698		Burgaw	Pender
APP-04541		Clarkton	Columbus
APP-04445		Bolton	Columbus
APP-04440		Riegelwood	Columbus
APP-04452		Whiteville	Columbus
APP-03778		Bladenboro	Bladen
APP-03266		Clarkton	Columbus
APP-04244		Bolton	Columbus
APP-03088		Tabor City	Columbus
APP-04731		Delco	Columbus
APP-03518		Tabor City	Columbus
APP-04455		Cerro Gordo	Columbus
APP-00964		Fayetteville	Cumberland
APP-01649		Fayetteville	Cumberland

- **Vendor shall submit the same bid factor which will be combined with the standard profit and overhead that is already included in the ECR.**
- **Vendor shall complete each Project in accordance with the necessary permits and/or certificates to ensure code compliance and Project closeout, provide a Schedule of Work (Schedule) - base line schedule with monthly updates and a two-week look ahead schedule listing all municipality inspections, baseline schedule must be submitted and approved by the Project Manager prior to on-site construction start for each project, Report of actual construction durations, including notification when work is complete, Successfully pass all progress, quality, and final inspections required by municipality or Project Manager.**
- **Vendor shall also complete (IF APPLICABLE):**
 - I. **Utility disconnection and deactivation**

- II. Demolition of existing structure
 - III. Servicing or repairing wells, in-ground/above ground storage tanks, and septic systems
 - IV. Debris removal in accordance with Federal, State and local requirements; including the disposal of potential asbestos containing materials
 - V. Site and foundation preparation
- Vendor shall perform residential asbestos and lead remediation services via third party if discovered during construction or if provided in this solicitation. Vendor shall comply with all federal EPA and OSHA regulations, as well as all applicable North Carolina Department Asbestos and lead Rules and Regulations for asbestos and lead abatement projects and/or certificates to ensure jurisdictional compliance and project closeout.
 - Vendor shall provide Project Specific Site Health and Safety Plan (HASP) shall be submitted within 15 days of NTP and prior to any work beginning for each project.
 - 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 RFB. Pricing shall include compliance with environmental (wetland, etc.) permit requirements.

5.2 VENDOR'S REPRESENTATION

- a) Vendor warrants that qualified personnel shall provide all services that may be required under The Work Order in a professional manner. "Professional manner" means that the personnel performing the services shall possess the skill and competence consistent with at least the prevailing business standards in the industry. Vendor agrees that it shall not enter any agreement with a third party that may abridge any rights of the State under The awarded Vendor shall serve as the prime contractor under the Work Order 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 Work Order documents; and shall not limit Vendor's obligations hereunder.
- b) If any goods, services, functions, or responsibilities not specifically described in the Work Order are required for Vendor's proper performance, provision and delivery of the goods and services under The Work Order, or are an inherent part of or necessary sub-requirement included within such goods and services, 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 goods and services.
- c) Vendor warrants that it has the financial capacity to perform and to continue performing 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 the Work Order; and that entering into the Work Order is not prohibited by any contract, or an order by any court of competent jurisdiction.
- d) Unless otherwise expressly provided herein, Vendor shall be responsible for ensuring the Vendor and all sub-Contractors providing any work that is subject to the provisions of the Davis-Bacon Act (40 U.S.C. 3141-44 and 3146-47) and associated rules and regulations promulgated pursuant thereto by the Department of Labor (collectively, "Davis-Bacon Act"), governing minimum rates for wages for laborers and mechanics employed directly in the work, comply with the provisions of the Davis-Bacon Act.
- e) Compliance with the Copeland "Anti-Kickback" Act
 - i. Vendor. The Vendor shall comply with 18 U.S.C § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as HUD may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for a debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.