



# BID ADDENDUM

November 9, 2023

**DOES NOT NEED TO BE RETURNED WITH RFB RESPONSE**

Bid Number: **RFB.Informal.MHU 24**  
ADDENDUM Number: 01  
PURCHASER: Margaret Serapin

COMMODITY/SERVICE: **Manufactured Housing Units**  
USING AGENCY: NCORR  
OPENING DATE/TIME: **November 9, 2023 ,at 2:00 pm ET**

**1. CHANGES TO RFB (noted in strikethrough and red colored font):**

**a. ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS, Paragraph 13:  
ACCESS TO PERSONS AND RECORDS:**

As instructed by DOA Purchase and Contract, on November 9, 2023, Attachment C, Paragraph 13 has been changed as of October 3, 2023, Session Law 2023-134 which provides revisions to North Carolina General Statute § 143-49 Powers and duties of Secretary, as follows:

~~1. **ACCESS TO PERSONS AND RECORDS:** During, and after the term hereof during the relevant period required for retention of records by State law (G.S. 121-5, 132-1 et seq., typically five years), the State Auditor and any Purchasing Agency's internal auditors shall have access to persons and records related to the Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9). However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.~~

**TO**

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

(a) During, and after the term hereof during the relevant period required for retention of records by State law (G.S. 121-5, 132-1 et seq., typically five years), the State Auditor and any Purchasing Agency's internal auditors shall have access to persons and records related to the Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9). However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.

(b) The following entities may audit the records of this contract during and after the term of the contract to verify accounts and data affecting fees or performance:

1. The State Auditor.
  2. The internal auditors of the affected department, agency or institution.
  3. The Joint Legislative Commission on Governmental Operations and legislative employees whose primary responsibility is to provide professional or administrative services to the Commission.
- (c) The Joint Legislative Commission on Governmental Operations has the authority to:



# NC Department of Public Safety

OFFICE OF RECOVERY AND RESILIENCY

1. Study the efficiency, economy and effectiveness of any non-State entity receiving public funds.
2. Evaluate the implementation of public policies, as articulated by enacted law, administrative rule, executive order, policy, or local ordinance, by any non-State entity receiving public funds.
3. Investigate possible instances of misfeasance, malfeasance, nonfeasance, mismanagement, waste, abuse, or illegal conduct by officers and employees of a non-State entity receiving, directly or indirectly, public funds, as it relates to the officer's or employee's responsibilities regarding the receipt of public funds.
4. Receive reports as required by law or as requested by the Commission.
5. Access and review
  - a. Any documents or records related to any contract awarded by a State agency, including the documents and records of the contractor, that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance; and
  - b. Any records related to any subcontract of a contract awarded by a State agency that is utilized to fulfill the contract, including, but not limited to (i) records related to the drafting and approval of the subcontract, and (ii) documents and records of the contractor or subcontractor that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance.
- (d) The Joint Legislative Commission on Governmental Operations has the power to:
  1. Compel access to any document or system of records held by a non-State entity receiving, directly or indirectly, public funds, to the extent the documents relate to the receipt, purpose or implementation of a program or service paid for with public funds.
  2. Compel attendance of any officer or employee of any non-State entity receiving public funds, provided the officer or employee is responsible for implementing a program or providing a service paid for with public funds.
- (e) Unless prohibited by federal law, the Commission and Commission staff in the discharge of their duties under this Article shall be provided access to any building or facility owned or leased by a non-State entity receiving public funds provided (i) the building or facility is used to implement a program or provide a service paid for with public funds and (ii) the access is reasonably related to the receipt, purpose, or implementation of a program or service paid for with public funds.
- (f) Any confidential information obtained by the Commission shall remain confidential and is not a public record as defined in G.S. 132-1.
- (g) Any document or information obtained or produced by Commission staff in furtherance of staff's duties to the Commission is confidential and is not a public record as defined in G.S. 132-1.
- (h) A person who conceals, falsifies, or refuses to provide to the Commission any document, information, or access to any building or facility as required by this Article with the intent to mislead, impede, or interfere with the Commission's discharge of its duties under this Article shall be guilty of a Class 2 misdemeanor.

## Execute Addendum:

VENDOR: Shepherd Response, LLC

NAME and TITLE (Print or Typed): Kyle Aulet, CEO

AUTHORIZED SIGNATURE: *Kyle Aulet*