


RFB MHU #03

Vendor: Thompson Construction Group, Inc.

Refer ALL Inquiries regarding this Request for Bids to: Ivan W. Duncan	RFB MHU 03
	Request for Bid will be publicly opened: 8/27/2019

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: Thompson Construction Group, Inc.		
DUNS NUMBER: 154215818		
STREET ADDRESS: 100 N. Main St.	P.O. BOX:	ZIP: 29150
CITY & STATE & ZIP: Sumter, SC 29150	TELEPHONE NUMBER: 910-583-4491	TOLL FREE TEL. NO: 800-849-8040
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE:		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Robert Bell (Project Manager)	FAX NUMBER: 803-938-9419	
VENDOR'S AUTHORIZED SIGNATURE: 	DATE: 8-27-15	EMAIL: rbell@thompsonind.com

Offer valid for at least 60 days from date of bid opening, unless otherwise stated here: 5 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>9th</u> day of <u>Sept</u> , 20 <u>19</u> as indicated on the attached certification, by <u>Sherrin Garte</u> (Authorized Representative of NCORR)
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Table of Contents

1.0 PURPOSE AND BACKGROUND..... 4

2.0 GENERAL INFORMATION 4

 2.1 *REQUEST FOR BID DOCUMENT* 4

 2.2 *SUBMISSION INSTRUCTIONS* 4

 2.3 *QUESTIONS ABOUT REQUEST FOR BID* 4

 2.4 *REQUEST FOR BID CONTENTS* 5

 2.5 *DEFINITIONS, ACRONYMS, AND ABBREVIATIONS* 5

3.0 METHOD OF AWARD AND EVALUATION PROCESS 5

 3.1 *METHOD OF AWARD* 5

 3.2 *REQUEST FOR BID EVALUATION PROCESS* 6

 3.3 *INTERPRETATION OF TERMS AND PHRASES* 6

4.0 REQUIREMENTS 7

 4.1 *WORK ORDER TERM* 7

 4.2 *PRICING* 7

 4.3 *INVOICES* 7

 4.4 *CONTRACT MANAGER AND CUSTOMER SERVICE* 7

5.0 WORK ORDER..... 8

 5.1 *WORK ORDER SPECIFICATIONS* 8

 5.2 *VENDOR'S REPRESENTATION* 9

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

MAILING ADDRESS FOR DELIVERY OF BID VIA U.S. POSTAL SERVICE	OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, OVERNIGHT DELIVERY, OR BY ANY OTHER CARRIER
RFB: <u>MHU 03</u> Attn: NCORR – Ivan W. Duncan Address: PO Box 11465 Durham, NC 27709	RFB: <u>MHU 03</u> Attn: NCORR – Ivan W. Duncan Address: 200 Park Offices Drive Research Triangle Park, NC 27709

Vendors shall deliver **one (1) signed, original executed** response to the address identified in the table above. Address package and insert bid number on the outside of the sealed envelope with the Vendor's name, name of the contract manager with contact information, and date and time of opening.

IMPORTANT NOTE: It is the responsibility of the Vendor to have the signed RFB physically in this Office by the specified time and date of opening, regardless of the method of delivery. **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 3:00 pm 08/09/2019. Vendors should enter "RFB MHU #03 – 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
- g) Property floorplans
 - 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 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

- a) 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.
- b) 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.
- c) 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.
- d) 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 120 Days after Notice to Proceed.

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 to the square foot (to demolish, prepare the site, and construct the new home) and include all profit and overhead for the project. Pricing shall be in accordance with the Bid Book provided in the RFB and for all change orders.

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 the 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.

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 ID	Address	City	County
APP-02982		Goldsboro	Wayne
APP-02876		Burgaw	Pender
APP-02939		Goldsboro	Wayne
APP-02988		TABOR CITY	Columbus
APP-03004		TABOR CITY	Columbus
APP-03059		Clarkton	Bladen
APP-04201		Tabor City	Columbus
APP-03582		Kinston	Lenoir
APP-03074		FAIR BLUFF	Columbus
APP-02833		Chadbourn	Columbus
APP-04292		Grifton	Pitt
APP-04525		Tabor City	Columbus
APP-03354		Whiteville	Columbus
APP-03861		Riegelwood	Bladen
APP-01720		Chinquapin	Duplin
APP-03356		Tabor City	Columbus
APP-04392		Bladenboro	Bladen
APP-04488		Council	Bladen
APP-04164		New Bern	Craven
APP-01167		Whiteville	Columbus
APP-03157		CHADBOURN	Columbus
APP-03314		Tabor City	Columbus

- **Vendor shall submit the same bid factor, which includes all profit and overhead, on the associated square footage of each project in the bid worksheet.**
- **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:**
 - i. **Utility disconnection and deactivation**

- II. Demolition of existing structure
 - III. Servicing or repairing wells 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. 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) 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.

