



STATE OF NORTH CAROLINA

Department of Public Safety

North Carolina Office of Recovery and Resiliency (NCORR)

Request for Proposal #: 19-RFP-014752-GSX

Disaster Recovery Program Management

Date of Issue: June 25, 2019

Proposal Opening Date: August 12, 2019

At 2:00 p.m. ET

Direct all inquiries concerning this RFP to:

Sherri Garte

NCORR Procurement Director

Email: sherri.garte@ncdps.gov

Phone: 984-833-5364 or 919-324-6228

STATE OF NORTH CAROLINA

Request for Proposal

19-RFP-014752-GSX

For internal State agency processing, including tabulation of proposals in the Interactive Purchasing System (IPS), please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page is to be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.**

ID Number:

Federal ID Number or Social Security Number

Vendor Name

STATE OF NORTH CAROLINA
Department of Public Safety, Office of Recovery and Resiliency

Refer ALL inquiries regarding this RFP to: Sherri Garte	Request for Proposal # 19-RFP-014752-GSX
	Proposals will be publicly opened: August 12, 2019 at 2:00 p.m.
Contract Type: Open Market	Using Agency: DPS, Office of Recovery and Resiliency
Commodity No. and Description: 990-30 Disaster Relief Services	Requisition No.: RQ22137468

EXECUTION

In compliance with this Request for Proposals (RFP), 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 proposal, the undersigned Vendor certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that 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 that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this proposal, 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. 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 RFP, 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 Contract; 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 RFP, the undersigned certifies, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization. *As required by 2 CFR § 200.317, the undersigned vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of 2 CFR § 200.318-.326. As required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), the undersigned vendor certifies that by applying or bidding for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C § 1352. Each tier shall also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.*

Failure to execute/sign proposal prior to submittal shall render proposal invalid and it WILL BE REJECTED. Late proposals cannot be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:

Offer valid for at least **180 days** from date of proposal 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 RFP.

ACCEPTANCE OF PROPOSAL

If any or all parts of this proposal are accepted by the State of North Carolina, an authorized representative of the Department of Public Safety (DPS) shall affix his/her signature hereto and this document and all provisions of this RFP along with the Vendor proposal 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 Contract awarded this _____ day of _____, 2019, as indicated on the attached certification, by _____ **Authorized Representative of DPS)**

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1.0 PURPOSE AND BACKGROUND

PURPOSE

NCORR, a division of the North Carolina Department of Public Safety (DPS), is soliciting proposals from qualified Vendors to provide Disaster Recovery Program Management Services to NCORR for the management and implementation of eligible projects funded through the State's Community Development Block- Disaster Recovery Program (CDBG-DR) with program and project needs further detailed below.

This Contract will be classified as a Definite Quantity Contract. This means the request is for a close-ended contract between the awarded Vendor and the State during a specified period of time.

NCORR will receive proposals from Vendors interested in responding to this RFP (Vendors) having specific experience and qualifications in the areas identified in this solicitation. For consideration, proposals for this project must contain evidence of Vendor's experience and abilities in the specified areas and other disciplines directly related to the proposed service. The State anticipates awarding contracts to one or more qualified Vendors through this RFP. NCORR will only consider Vendors that include all of the tasks included herein.

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

BACKGROUND

The State of North Carolina (the State) has received approximately \$236.5 million in CDBG-DR awards to date for Hurricane Matthew (DR-4285). The State anticipates an additional \$168 million for mitigation projects. The State will receive CDBG-DR funds following Hurricane Florence (DR-4393). North Carolina will receive at least \$336 million for Hurricane Florence recovery, and expects at least one additional substantial award. To meet the unprecedented challenge of recovering from two major disasters in two years, the State has established NCORR to be the new grantee agency for management of all CDBG-DR awards to the State.

NCORR was established to receive and administer any CDBG-DR grant awarded by the U.S. Department of Housing and Urban Development (HUD) to North Carolina for the purposes of recovering from a major disaster. The agency will manage all aspects of these grants, including planning and policy development, recovery program administration, compliance and monitoring, program financial management, and grant closeout. The programs that NCORR may administer under the CDBG-DR grant include, but are not limited to: single-family home repair reimbursement, rehabilitation, and reconstruction; repair and replacement of manufactured homes; repairs to public infrastructure; rehabilitation of public housing units; rehabilitation of small rental properties and multi-family rental housing units; buyouts and acquisition of flood-prone properties; and the small business recovery loan program. The Scope of Work detailed in section 5.0 describes services sought in this RFP.

NCORR has separately procured Construction Management services and System of Record development services. The awarded Vendor for Disaster Recovery Program Management services will not be responsible for Construction Management services nor System of Record development services. The awarded Vendor will not manage NCORR's separately procured Vendors. The awarded Vendor will, however, be responsible for program coordination and process improvement for interfaces between program steps and contractors and will be required to be proficient in the use of the State's System of Record.

Further details on these recovery programs, including the State's Action Plan and Housing Program Manual, can be found on the State's CDBG-DR website: <https://www.rebuild.nc.gov/>.

The Current Housing Recovery Process (list is not comprehensive of all policies and SOPs being implemented):

Step 1: Intake

- *Develop NCORR-approved application*
- *Work with applicants to complete the application*
- *Certify applicant's income and residence*
- *Perform Quality Assurance/Quality Control (QA/QC) for each file*
- *Upload all documentation in the System of Record*

Step 2: Eligibility

- *Verify primary and lawful residence*
- *Verify home not in foreclosure*
- *Notify applicant if eligible or not*

Step 3: Duplication of Benefits (DOB) and Verification of Benefits (VOB)

- *Determine total disaster assistance already provided*
- *Determine amount of assistance available*
- *Notify applicant how other benefits impact grant amount.*

Step 4: Inspections and Environmental Review

- Coordinate with applicant to inspect damaged home
- Verify damages and type of work to be done; develop Damage Verification Report (DRV)
- Complete environmental review
- Develop scope of work and develop Estimated Cost of Repair (ECR)

Step 5: Award Determination

- Determine amount to be awarded to applicant. Applicants approved for reimbursement will receive a check
- Prepare documents for applicant signature
- Homeowner Grant Agreement Signing Events

The following tables outline both the current total applicant status with NCORR (primarily Matthew-impact only) and the estimated totals NCORR may expect to serve in Hurricane Florence intake and recovery. The tables are inclusive of all applicants across all types of programs (single-family, small rental, buyout, etc.).

Table A: Current NCORR Applicants

County	8-Step Status												Grand Total
	Step 1: Intake	Step 2: Eligibility Review	Step 3: DOB Review	Step 4: Inspection and Environmental	Step 5: Award Determination	Step 6: Contract and Bid Work	Step 7: Construction	Step 8: Complete	Under Further Review	Ineligible	Withdrawn	Inactive	
Cumberland	27	19	6	12	133	1	13	1	54	41	28	14	349
Edgecombe	20	7	0	7	114	3	0	0	57	81	15	9	313
Robeson	103	9	97	180	11	36	22	134	152	62	62	215	1,083
Wayne	9	3	0	12	138	0	0	1	74	55	21	2	315
Beaufort	0	2	0	1	2	0	0	0	2	1	1	1	10
Bertie	6	6	0	7	63	1	0	0	5	10	3	2	103
Bladen	8	10	2	9	103	0	0	0	18	20	7	9	186
Brunswick	1	2	1	12	0	0	0	0	4	3	3	0	26
Chowan	1	0	0	0	0	0	0	0	0	0	0	0	1
Columbus	22	25	5	33	164	0	0	0	43	48	5	15	360
Craven	1	0	0	4	31	0	0	0	14	9	5	20	84
Dare	1	0	0	2	11	0	0	0	3	3	2	0	22
Duplin	3	6	0	3	25	0	0	0	13	11	6	3	70
Greene	0	0	0	1	10	0	0	0	20	5	0	3	39
Halifax	0	0	0	4	0	0	0	0	0	0	0	0	4
Harnett	0	0	0	16	0	0	0	0	4	1	1	0	22
Hertford	0	1	0	1	0	0	0	0	0	2	0	0	4
Hoke	2	0	0	14	0	0	0	0	5	1	4	1	27
Hyde	0	0	0	1	0	0	0	0	14	0	3	2	20
Johnston	5	1	0	2	9	0	0	0	2	3	0	0	22
Jones	1	0	0	0	2	0	0	0	9	0	1	0	13
Lee	1	0	0	0	0	0	0	0	0	0	0	0	1
Lenoir	4	4	0	9	56	0	0	0	33	33	7	7	153
Martin	0	0	0	1	0	0	0	0	3	1	0	1	6
Moore	0	0	0	1	0	0	0	0	0	1	0	0	2
Nash	3	2	0	2	8	0	0	0	17	2	0	6	40
New Hanover	0	0	0	1	0	0	0	0	1	0	0	0	2
Northhampton	0	0	1	1	0	0	0	0	0	0	0	0	2
Onslow	0	0	0	4	0	0	0	0	0	0	0	0	4
Pamlico	0	1	0	11	0	0	0	0	2	2	1	1	18
Pasquotank	1	0	0	0	0	0	0	0	0	0	0	0	1
Pender	3	3	1	4	21	0	0	0	20	10	2	3	67
Pitt	4	1	0	2	19	0	0	0	17	7	3	1	54
Richmond	1	0	0	0	0	0	0	0	0	1	0	0	2
Sampson	0	2	1	4	17	0	0	0	11	7	8	0	50
Scotland	1	0	0	2	0	0	0	0	0	1	0	0	4
Tyrrell	1	0	0	3	0	0	0	0	1	0	1	0	6
Wake	1	1	0	11	0	0	0	0	1	1	5	1	21
Warren	0	0	0	1	0	0	0	0	0	0	0	0	1
Washington	0	0	0	0	4	0	0	0	0	0	0	0	4
Wilson	0	0	0	5	0	0	0	0	0	0	0	0	5
Grand Total	230	105	114	383	941	41	35	136	599	422	194	316	3,516

Table B: Florence Impact and Estimated Clients

County	Any Damage			Serious Damage			Serious Damage with Unmet Need		
	Owner	Renter	Total	Owner	Renter	Total	Owner	Renter	Total
Craven	4,189	1,032	5,221	1,614	743	2,357	603	379	982
Pender	3,577	476	4,053	987	320	1,307	613	129	742
Duplin	2,124	321	2,445	668	237	905	467	102	569
Robeson	5,269	441	5,710	560	188	748	350	118	468
Onslow	5,022	1,169	6,191	471	504	975	279	172	451
New Hanover	4,532	1,071	5,603	404	348	752	260	176	436
Carteret	3,542	491	4,033	566	206	772	273	83	356
Columbus	2,434	300	2,734	323	148	471	236	98	334
Brunswick	3,470	268	3,738	376	107	483	269	51	320
Jones	904	122	1,026	334	74	408	258	32	290
Bladen	1,532	116	1,648	173	62	235	139	37	176
Pamlico	829	69	898	250	35	285	135	17	152
Cumberland	2,378	369	2,747	110	134	244	86	56	142
Scotland	997	172	1,169	56	116	172	47	68	115
Beaufort	579	57	636	101	28	129	65	12	77
Sampson	1,174	60	1,234	72	26	98	57	13	70
Lenoir	626	50	676	62	12	74	46	7	53
Guilford	202	127	329	7	79	86	4	48	52
Wayne	970	70	1,040	54	15	69	43	8	51
Moore	353	23	376	49	14	63	38	11	49
Harnett	702	40	742	41	16	57	33	10	43
Orange	26	38	64	4	34	38	4	29	33
Hyde	102	3	105	24	1	25	22	0	22
Hoke	595	25	620	13	2	15	13	2	15
Union	55	2	57	11	2	13	9	1	10
Lee	135	11	146	10	5	15	6	3	9
Chatham	39	2	41	6	2	8	6	1	7
Durham	56	14	70	5	3	8	3	3	6
Johnston	192	10	202	2	4	6	2	3	5
Richmond	557	6	563	6	0	6	5	0	5
Pitt	200	8	208	8	3	11	4	0	4
Wilson	56	5	61	2	0	2	2	0	2
Anson	172	2	174	2	0	2	1	0	1
Rockingham	28	4	32	3	3	6	1	0	1
Greene	104	5	109	0	1	1	0	0	0
Total	47,722	6,979	54,701	7,374	3,472	10,846	4,379	1,669	6,048

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

2.2 E-PROCUREMENT SOLICITATION

ATTENTION: This is NOT an E-Procurement solicitation. Paragraph #16 of Attachment D: North Carolina General Contract Terms and Conditions, paragraphs (b) and (c), do not apply to this solicitation.

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor’s responsibility to read the Instructions, the State’s terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 2.5 PROPOSAL QUESTIONS. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s proposal. This applies to any language appearing in or attached to the document as part of the Vendor’s proposal that purports to vary any terms and conditions or Vendors’ instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor’s proposal shall constitute a firm offer. **By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s proposal as nonresponsive.**

2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	State	June 25, 2019
<i>Urged and Cautioned Pre-Proposal Meeting</i>	State and Vendor	July 2, 2019 1:30 – 3:30
<i>Submit Written Questions</i>	Vendor	July 9, 2019
<i>Provide Response to Questions</i>	State	July 15, 2019
Submit Proposals	Vendor	August 12, 2019
Contract Award	State	TBD
Contract Effective Date	State	TBD

Urged and Cautioned Pre-Proposal Conference

Date: 7/2/2019
 Time: 1:30 p.m. Eastern Time
 Contact #: 984-833-5362

Instructions: Vendor representatives are URGED and CAUTIONED to visit the pre-proposal conference and apprise themselves of the requirements which will affect the performance of the work called for by this RFP. A non-mandatory

site visit is scheduled for **1:30 p.m. Eastern Time at 800 Park Office Drive, RTP, Durham, Fusion Room** Submission of a proposal shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this proposal.

Vendor is cautioned that any information released to attendees during the site visit must be confirmed by written addendum before it can be considered to be a part of this proposal.

2.5 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to *sherri.garte@ncdps.gov* by the date and time specified above. Vendors should enter "RFP #19-RFP-014752-GSX: Questions" as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

Reference	Vendor Question
RFP Section, 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 posted in the form of an addendum to IPS, <http://www.ips.state.nc.us>, and shall become an Addendum to this RFP. 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 RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this RFP.

2.6 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk for late submission due to unintended or unanticipated delay—whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor's sole responsibility to ensure its proposal has been submitted to this Office by the specified time and date of opening. The time and date of submission will be marked on each proposal when received. Any proposal-submitted after the proposal deadline will be rejected.

Mailing address for delivery of proposal via US Postal Service and other method (special delivery, overnight, or any other carrier).
<p>PROPOSAL NUMBER: 19-RFP-014752-GSX Attn: Sherri Garte North Carolina Department of Public Safety Purchasing and Logistics 3030 Hammond Business Place Raleigh, NC 27603</p>

All Vendors are urged to take the possibility of delay into account when submitting a proposal by U.S. Postal Service, courier, or other delivery service. **Attempts to submit a proposal via facsimile (FAX) machine, telephone or email in response to this RFP shall NOT be accepted.**

- a) Submit **one (1) signed, original executed** proposal responses, five (5) photo copies, one (1) un-redacted copies on a flash drive and, if required, one (1) redacted (Proprietary and Confidential Information Excluded) copy on a flash drive of your proposal simultaneously to the address identified in the table above.
- b) Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting

alternate proposals (pursuant to Section 2.8 of this RFP), each proposal shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.

- c) Copies of proposal files must be provided on separate read-only flash drives. File contents **shall NOT** be password protected but shall be in .PDF or .XLS format, and shall be capable of being copied to other

Failure to submit a proposal in strict accordance with these instructions may constitute sufficient cause to reject a Vendor's proposal(s).

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors proposing on this RFP periodically check the State's IPS website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

Contact with anyone working for or with the State regarding this RFP other than the State Contract Administrator named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Vendor's offer, at the State's election.

2.7 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Vendor RFP responses shall include the following items and those attachments should be arranged in the following order:

- a) Cover Letter
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the RFP and signed receipt pages of any addenda released in conjunction with this RFP (if required to be returned).
- d) Complete detail of Vendor's proposed solution to include: project management methodology demonstrating how the work described in Section 5.2 will be accomplished; project organization per Section 5.3; Vendor experience and personnel per Section 4.5 and 4.7; and financial stability per Section 4.4
- e) Completed version of ATTACHMENT A: PRICING
- f) ATTACHMENT B: PERFORMANCE
- g) ATTACHMENT C: INSTRUCTIONS TO VENDORS
- h) ATTACHMENT D: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
- i) Completed and signed version of ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT F: HISTORICALLY UNDERUTILIZED BUSINESSES INFORMATION
- k) ATTACHMENT G: NCORR RULES AND REGULATIONS
- l) ATTACHMENT H: CDBG-DR RULES AND REGULATIONS

2.8 ALTERNATE PROPOSALS

Vendor may submit alternate proposals for various methods or levels of service(s) or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal #19-RFP-014752-GSX [for 'name of Vendor']". Each proposal must be for a specific set of Services and must include specific pricing. If a Vendor chooses to respond with various service offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **APPLICANT:** Person(s) who has initiated the CDBG-DR process.
- b) **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial offer, made in response to a request by the issuing agency.
- c) **BEST VALUE:** The selection of a Vendor(s) based on a determination of which proposal offers the best trade-off between price and performance, where quality is considered an integral performance factor.
- d) **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
- e) **CDBG-DR:** Community Development Block Grant for Disaster Recovery grant.
- f) **CONTRACT ADMINISTRATOR:** Representative of NCORR who will administer this contract for the State and through whom all approvals for scope and tasks must be approved.
- g) **CONTRACT LEAD:** Representative of NCORR who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the State.
- h) **DOB:** Duplication of Benefits.
- i) **DPS:** Department of Public Safety.
- j) **DRA:** Disaster Recovery Act.
- k) **DRRA:** Disaster Risk Reduction Areas.
- l) **DRV:** Damage Report Verification.
- m) **E-PROCUREMENT SERVICE(S):** The program, system, and associated Services through which the State conducts electronic procurement.
- n) **ECR:** Estimated Cost of Repair.
- o) **HOGA:** Homeowner Grant Agreement.
- p) **HMGP:** Hazard Mitigation Grant Program.
- q) **NCORR:** North Carolina Office of Recovery and Resiliency.
- r) **NFIP:** National Flood Insurance Program.
- s) **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.
- t) **PRINCIPLE PLACE OF BUSINESS:** That principle place from which the overall trade or business of the Vendor is directed or managed.
- u) **QA/QC:** Quality Assurance/Quality Control.
- v) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
- w) **RFP:** Request for Proposal.
- x) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- y) **SHPO:** State Historic Preservation Office.
- z) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- aa) **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.
- bb) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a RFP.
- cc) **VOB:** Verification of Benefits.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

Contracts will be awarded in accordance with G.S. 143-52 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.

All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the RFP requirements using the Best Value method based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to a single Vendor, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The status of a Vendor's E-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a contract under this RFP. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of proposal opening may, at the State's discretion, be disqualified from further evaluation or consideration.

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (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 proposal or qualifications, the contents of another Vendor's proposal, 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 proposals 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 proposal 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 for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

The State shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP.

The State will conduct a One-Step evaluation of Proposals:

Proposals will be received from each responsive Vendor according to the method of submission specified in Section 2.6 of this RFP.

All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.

At that date and time, the proposal from each responding firm will be opened publicly and the name of the Vendor and total cost offered will 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.

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 proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarifications—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the Vendor and its staff, and cost. Specific evaluation criteria are listed in 3.4 EVALUATION CRITERIA, below.

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.

The State reserves the right to reject all original offers and request one or more of the Vendors submitting proposals within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the State, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to IPS under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.

3.4 EVALUATION CRITERIA

Vendor must demonstrate to the complete satisfaction of NCORR that it has the necessary facilities, ability, and financial resources to provide the services specified herein in a satisfactory manner. Vendors should also give a past history and references to demonstrate its qualifications. NCORR may make reasonable investigations deemed necessary and proper to determine the ability of Vendor to perform the work, and Vendor shall furnish to NCORR all information for this purpose that may be requested. NCORR reserves the right to reject any offer if the evidence submitted by, or investigation of, Vendor fails to satisfy NCORR that it is properly qualified to carry out the obligations of the contract and to complete the work described therein.

All qualified proposals will be evaluated and ranked and an award will be made based on considering the following criteria listed in order of importance, to result in an award most advantageous to the State:

- a) Technical approach to the Scope of Work in Section 5.2
- b) Vendor's response to Attachment B: Performance
- c) Vendor's Qualifications of Key Personnel in Section 4.7
- d) Vendor's total cost proposal presented in Attachment A: Pricing
- e) Vendor's Project Organization in Section 5.3
- f) Vendor's response to Vendor's Experience in Section 4.5
- g) Vendor's Financial Stability in Section 4.4

NCORR may give preference to responses demonstrating experience providing a level of service similar to the items in this RFP for a CDBG-DR grantee of similar or greater size and scope of needs as NCORR.

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

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

- a) Total cost to the State
- b) Level of quality provided by the Vendor

- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by NCORR; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the RFP shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals 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 NCORR's needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in NCORR exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, 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 RFP. 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 proposal, 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 Section 2.5.

4.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of contract award (the "Effective Date"). The Vendor shall begin work under the Contract within 7 business days of the Effective Date.

At the end of the Contract's current term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of three (3) additional one-year terms. The total potential term of the Contract is six (6) years. The State will give the Vendor written notice of its intent whether to exercise each option no later than 30 days before the end of the Contract's then-current term. In addition, the State reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

4.2 PRICING

Proposal price for hourly rates and unit rates shall constitute the total cost to NCORR for complete performance in accordance with the requirements and specifications herein, including all applicable charges, handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP. Complete ATTACHMENT A: PRICING and include in Proposal.

4.3 INVOICES

- a) Invoices shall be submitted monthly, no later than the 15th of the month following the invoiced work. Each invoice, whether in a time-based or unit-based format, shall include any supporting documentation required by the CDBG-DR rules and NCORR guidelines and standards.
- b) Invoices must be submitted to the Contract Administrator or NCORR designee. Invoice must be identified by a unique invoice number. NCORR will provide guidance during the contract on method of invoicing. All invoice backup reports and spreadsheets must be provided in electronic format.
- c) Invoices must include an accurate description of the work for which the invoice is being submitted, the invoice date, the period of time covered, the amount of fees due to the Vendor or otherwise as directed by NCORR.

4.4 FINANCIAL STABILITY

Each Vendor shall submit the following financial documentation as an attachment to its Proposal: As used herein, Financial Statements shall exclude tax returns and compiled statements.

- a) *For a publicly traded company, Financial Statements for the past three (3) fiscal years, including at a minimum, income statements, balance sheets, and statement of changes in financial position or cash flows. If three (3) years of financial statements are not available, this information shall be provided to the fullest extent possible, but not less than one year. If less than 3 years, The Vendor must explain the reason why they are not available.*
- b) *For a privately held company, when certified audited financial statements are not prepared: a written statement from the company's certified public accountant stating the financial condition, debt-to-asset ratio for the past three (3) years and any pending actions that may affect the company's financial condition.*
- c) *The State may, in its sole discretion, accept evidence of financial stability other than Financial Statements for the purpose of evaluating Vendors' responses to this RFP. The State reserves the right to determine whether the substitute information meets the requirements for Financial Information sufficiently to allow the State to evaluate the sufficiency of financial resources and the ability of the business to sustain performance of this RFP award. Scope Statements issued may require the submission of Financial Statements and specify the number of years to be provided, the information to be provided, and the most recent date required.*

Financial information, statements and/or documents submitted with a proposal shall be evaluated to determine: whether the Vendor has sufficient ability to perform the contract; whether the Vendor is able to meet its short term obligations, debts, liabilities, payroll, and expenses; whether Vendor has provided complete, reliable and accurate financial information regarding its business operation; whether the Vendor is financially solvent; and whether Vendor has sufficient cash flow and/or available financing from a financial institution to perform the proposed contract for 60 days without receiving payment from the State. Financial information of non-public entities may be marked as confidential in accordance with paragraph 14 of ATTACHMENT C: INSTRUCTIONS TO VENDORS.

4.5 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with at least three public and/or private sector clients (one of which must be a governmental organization) with similar or greater size and complexity to the State of North Carolina. In addition, Vendor shall provide the name, title, email, and phone number for each of the three listed clients, which the State may contact to determine if services provided were substantially similar and satisfactory to those proposed herein.

NCORR may give preference to responses demonstrating experience providing a level of service similar to the items in this RFP for a CDBG-DR grantee of similar or greater size and scope of needs as NCORR.

4.6 BACKGROUND CHECKS

Vendor and its personnel may be required to provide or undergo background checks at Vendor's expense prior to beginning work with the State. As part of Vendor background the details below must be provided to the State:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Vendor has knowledge or a statement that it is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge or a statement it is aware of none;
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;

- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein or a statement that there are none.

Vendor's responses to these requests shall be considered to be continuing representations, and Vendor's failure to notify the State within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing Services under this contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this contract.

4.7 PERSONNEL

In its response, Vendor shall propose Key Personnel, which constitutes at a minimum the management team proposed to meet the specifications of this RFP. Vendor must identify the Key Personnel to be assigned to the project and each person's area of responsibility. Resumes with attached bios for each Key Personnel assigned to this project are required.

Proposed Key Personnel must be available to begin work immediately upon the Effective Date of the Contract and to manage any work called for in the RFP. Vendor shall guarantee that any resumes submitted with this proposal shall not be substituted and shall be available upon award.

NCORR reserves the right to hold Vendor in Default if, during the Contract, Vendor's Key Personnel become unavailable. During the course of the Contract (after the Effective Date of the Contract), if Vendor proposes to substitute or remove any staff, or proposes to change the responsibility of any staff, Vendor must make these proposals to the Contract Administrator in writing. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, require removal of any person providing services under this Contract. Upon removal, the State may request acceptable substitute personnel or terminate the contract services provided by such personnel.

4.8 VENDOR'S REPRESENTATIONS

- a) 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 agrees that it will not enter any agreement with a third party that may abridge any rights of the State under this Contract. 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).
- b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this 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 Deliverables.
- c) Vendor warrants 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.

- d) Unless otherwise expressly provided herein, Vendor shall be responsible for ensuring the Vendor and all subcontractors 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. Contractor. The contractor 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 Vendor 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 Vendor 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 Vendor and subcontractor as provided in 29 C.F.R. § 5.12.
- f) Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to Federal Emergency Management Agency (FEMA) (if FEMA funds are used to reimburse vendor) and the Regional Office of the Environmental Protection Agency (EPA).
- g) Vendor warrants, pursuant to 40 U.S.C. 3702 of the Contract Work Hours and Safety Standards Act, when the contract exceeds \$100,000 and involves the employment of mechanics or laborers, it is in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). The vendor warrants it computes the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

5.0 SCOPE OF WORK

5.1 GENERAL

NCORR requests proposals from qualified Vendors to provide the following services with at least the levels of experience, abilities, and expertise identified in this RFP. Vendor and its employees, officers and executives, and subcontractors, if any, shall be independent Vendors and not employees or agents of the State. The Agreement shall not operate as a joint venture, partnership, trust, agency or any other similar business relationship.

In its proposal response, Vendor must provide a detailed methodology as to how it will meet the following requirements. Simple reiteration of items in the Scope of Work is strongly discouraged: NCORR will give preference to Vendor responses that demonstrate the Vendor's unique knowledge, skill, and ability to provide solutions for NCORR. This detailed methodology should be presented as a response to each individual item within Section 5. Vendor shall propose any add-in items to the Scope of Work that the Vendor believes would be in the best interest of NCORR to include in the Scope of Work and identify each case in which the Vendor is proposing an additional service. Vendor shall respond to each item in the Scope of Work (Section 5) to include performance timelines per item in Attachment B: Performance in the Scope of Work which must also be amended in accordance with any additional proposed add-in items to the Scope of Work.

5.2 SCOPE OF WORK

Vendor shall provide, at a minimum the following services for NCORR for projects funded through CDBG-DR grants managed by NCORR for the following programs: single-family housing, buyout and acquisition, and small rental repair.

Vendor shall provide the following services in order to move eligible projects efficiently to an award and individual project closeout.

Vendor should anticipate that personnel will work a maximum of 40 hours per week, possibly on staggered schedules, which will include weekends, to complete assigned tasks. Any hours in excess of 40 hours per week per individual personnel shall require pre-approval by NCORR.

For each item in the Scope of Work, Vendor shall be responsible for ensuring all of its staff are trained in using the State’s System of Record, Salesforce. Vendor will not be tasked with the build-out of the System of Record as NCORR has separately procured these services, however, Vendor shall be responsible for coordinating closely with NCORR’s System of Record managers and consultants to ensure that all business needs, process maps, and general specifications required to run each program in the Vendor’s Scope of Work are developed and delivered in full detail so that NCORR’s System of Record managers and consultants are fully knowledgeable of the build-out needs and have sufficient time to complete the build-outs so that no programmatic delays ensue.

Vendor shall be responsible for ensuring that each program in the Vendor’s Scope of Work has guiding policies in place with Standard Operating Procedures (SOPs) to enact the policies; Vendor shall be responsible for providing policy recommendations, process improvement solutions, or policy incorporation into SOP for all items in the Scope of Work but shall follow guidance and policy given by NCORR. Vendor shall ensure that its Key Personnel are experts in Federal Registers guiding NCORR’s CDBG-DR awards, NCORR policies, all of the North Carolina CDBG-DR Action Plans, and HUD regulations. Vendor shall ensure that Key Personnel provide guidance and training to all its staff.

Vendor shall be responsible for standing up intake centers that will serve all programs in the Scope of Work. Intake includes the staffing and setup of physical application intake centers. Application intake center staff are separate from Case Managers requested under 5.2 (A). Vendor will describe how it shall accomplish applicant intake including: securing and staffing application intake centers, hiring and training personnel, maintaining continuous intake personnel training, and performing intake process review and improvements. Vendor shall prepare and provide intake process for applications for NCORR consideration and approval. Vendor shall secure the needed personnel and equipment, and in its response, Vendor must describe its timeline to standing up a fully functional intake system. NCORR may provide public space for Intake Centers, however, if public space is not available Vendor shall be responsible for identifying and leasing intake centers. The direct cost of intake center operations (building leases and public utilities) will not be evaluated. Vendor will, during the course of the contract, submit invoices to NCORR for review and approval for the direct costs of intake centers that will be drawn against the total Not-to-Exceed amount of the contract. Procurement of intake center buildings may be required to follow state and federal procurement regulations.

Vendor is encouraged to review the contracts NCORR has entered into at rebuild.nc.gov to educate itself regarding the Scopes of Works NCORR has already procured. Vendor shall not manage any of NCORR’s separately procured firms, but will work closely with each. Vendor shall not be responsible for Construction Management services nor System of Record development services.

NCORR’s current policies and Action Plans can be found at rebuild.nc.gov.

Services under this contract shall include at a minimum, but are not limited to, the following:

A. APPLICANT COMMUNICATIONS SERVICES

Vendor shall provide a detailed response to how it will provide Applicant Communications Services that supports both the public and individual applicant’s understanding and awareness of available programs and the effective case management of each individual applicant from intake to file closing. Applicant Communications Services will support the efficient movement of applications from intake to award for every applicable program. NCORR anticipates the programs that will require Applicant Communications Services are at least the Single Family Homeowner Program, the Buyout and Acquisition program, and the Small Rental Program. These Services will not be duplicative of items B-H in the Scope of Work. Applicant Communications Services will support the Vendor’s activities in the Scope of Work. Vendor will not be reimbursed for duplicative work. Vendor shall describe how these services will support items B-H, but not be duplicative. Vendor shall provide hourly rates for Applicant Communications Services in its response to Attachment A: Pricing.

1. Case Managers

- a. Vendor shall propose its case manager staffing, training, and implementation plan to include performance reviews of case management, the frequency of performance reviews, ongoing training, and staff sourcing plan. Vendor shall propose its timeline post contract award for fully staffing and fully training Case Managers. Case Managers shall be proficient in program policies, well-trained, and

capable of providing excellent customer service to NCORR's applicants. Vendor shall develop training courses and materials and make trainings and materials available to NCORR. Vendor shall complete training of Case Managers in a timely manner and shall conduct weekly ongoing program and policy trainings for Case Managers which shall be available to Vendor staff, NCORR staff, or other NCORR designees. Case Management Services are highly important to NCORR: preference will be given to Vendors who define a clear incorporation of case managers into every applicable step of the program to provide excellent customer service to NCORR's applicants and that demonstrate how its Case Managers will yield process improvements for NCORR and its applicants. NCORR may monitor Case Manager performance and programmatic knowledge throughout the lifecycle of the contract. Case Managers' Scope of Work shall include, at a minimum:

- i. NCORR is requesting long-term case managers separate from intake center staff. Vendor shall describe the differing function of case managers and intake center staff.
- ii. Vendor shall describe its plan to target and assign an effective case load per case manager. Vendor shall propose each case manager's case load. Vendor shall assign one case manager for each application for the lifecycle of the application through individual project closing.
- iii. Vendor shall propose the interval between applicant contact attempts that each case manager shall not exceed.
- iv. Each applicant contact, and the content of each interaction with the applicant, must be uploaded in the System of Record.
- v. Cases may arise in which applicants have options between recovery programs to include, but not limited to, the Hazard Mitigation Grant Program; Vendor shall be responsible as directed by NCORR to provide consultation services to these CDBG-DR applicants.
- vi. Case managers shall be present at and or/lead each meeting between the applicant and the program that is required by the program or requested by NCORR outside of appointments at application intake centers to complete the application, including at least the in-person award consultation meetings and in-person closing meetings unless otherwise directed. Case Managers shall coordinate with the Awards team to provide pre-award consultation to the applicant, explaining the options so the applicant can make an informed decision. Vendor may, in its proposal, propose process improvement recommendations to expedite intake to individual project closing, however, Vendor will be required to provide excellent customer service at award consultation and closing meetings as directed.
- vii. Case Managers shall be the applicant's primary point of contact providing subject matter expertise regarding the applicant's case and guidance through each step of the application lifecycle including appeals. Vendor shall have separate staff conducting DOB, VOB, and staff conducting appeals determinations, however, the Case Manager shall be knowledgeable of the appeals process and sufficiently knowledgeable of the applicant file to provide excellent customer service to an applicant in the appeals process. Vendor must describe its appeals process including Case Manager training plan to handle appeals, and the procedure the Vendor shall follow to ensure Case Managers, DOB/VOB reviewers, and other Subject-Matter Experts on the Vendor's staff communicate to handle appeals effectively.
- viii. Vendor shall provide its case management implementation plan focused on how to ensure applicants know how to reach his or her case manager. Vendor shall describe how it shall ensure each call is answered, shall propose the time between a voice message and a call-back, and shall otherwise propose how it will put in place sufficient telecommunications and other resources to stand up an effective case management system.
- ix. Phone numbers for case managers shall be North Carolina numbers with Eastern North Carolina area codes, Vendor shall provide telecommunications and IT equipment to all of its staff, and each case manager shall have an active and appropriate recording for voicemails. Vendor shall describe its staffing plan to include how it shall ensure case managers are based in local offices and able to easily travel to in-person program meetings with the applicant.
- x. Vendor shall describe how its proposed Case Management solution will support timely applicant file completions and how it will lessen the denial of Applicants after intake.

- xi. Vendor shall describe how its Case Management solution will provide reasonable accommodation to serve multilingual applicant needs, homebound applicant services, and ADA compliance.

2. Communications Services

- a. Communications Services supports the public and individual applicant's understanding of the program. NCORR requires the Vendor provide services for at least the following:
 - i. Vendor shall coordinate among its resources to develop compliant and user-friendly intake applications for Single-family Programs, the Buyouts and Acquisition Program, and the Small Rental Assistance Program for review and approval.
 - ii. Vendor shall coordinate with NCORR's System of Record development firm and NCORR's Communications Staff to make applications available online; Vendor shall coordinate among its resources to develop online application intake at NCORR's direction.
 - iii. Vendor shall work with NCORR's Communications Staff to assist in public-facing content generation for public awareness campaigns including but not limited to: fact sheets, content management of rebuild.nc.gov, social media content generation, content drafting of materials for direct mailings to potential applicants, and other public content generation as directed and will seek approval before distributing materials. Vendor shall assist in coordinating outreach efforts, including call-out and letter campaigns, in accordance with an outreach plan to be developed and approved by NCORR. Vendor's outreach campaigns shall support at least the Single-Family, Buyout and Acquisition, and Small Rental programs.
 - iv. Document translation services: Vendor shall describe how it will provide NCORR translation services as required by HUD.
 - v. Staff training: Vendor shall provide subject-matter expertise to NCORR Communications Staff on the communications needs of disaster recovery programs, HUD communications and website compliance, and content of NCORR-guiding Federal Registers and communications and public reporting requirements therein.
 - vi. Strategic communications: Vendor shall provide strategic communications as requested.
 - vii. Assist NCORR, as requested, to ensure that the media and the general public remain informed through media messages, community outreach, public relations, and public education efforts.
 - viii. Vendor shall support public meetings through attendance and/or presentation materials on Buyout and Acquisition program processing steps and needs.

B. SINGLE-FAMILY HOMEOWNER PROGRAMS

Vendor shall provide a response that details how it will implement Single-Family Homeowner Programs. Vendor shall provide unit pricing for each numbered item (B.1-B.9) within Single-Family Homeowner Programs in its response to Attachment A. Single-family homeowner programs include at least rehabilitation, reconstruction, reimbursement, elevation.

1. Intake (Step 1)

- a. Intake shall include but not be limited to:
 - i. Vendor shall be responsible for efficiently moving applicants from initial application intake through a full file QA/QC and into Step 2 while establishing procedures for lessening the intake of applicant files that result in subsequent denial due to ineligibility.
 - ii. Vendor shall staff intake centers during the application intake period with trained personnel to efficiently assist applicants with scheduling an in-person application intake meeting and in efficiently completing the application in person.
 - iii. Vendor shall perform initial application screening and processing that will minimize subsequent denial or ineligibility letters including completeness review and threshold eligibility review; determine if Applicant fits program priorities.
 - iv. Vendor shall collect required documentation, document applicant file completely in the System of Record, and coordinate with the assigned Case Manager to issue correspondence requesting any missing documentation.

- v. Vendor shall describe its capability to coordinate with NCORR’s System of Record developer to create and manage online application intake at NCORR’s direction.
- vi. Vendor shall propose how it will provide services to Applicants with mobility issues that are unable to access an intake center. Vendor must have the ability to accommodate Special Needs Applicants which may include but is not limited to eligible elderly persons and persons with special needs through the use of American Sign Language, oral presentation of documents, or home visit if applicant is unable to come to the Intake Center. Vendor shall be responsible for providing services to all applicants to meet HUD, State, or NCORR regulations.
- vii. Vendor shall complete a full QA/QC review of each file before pushing the file to Step 2.
- b. In Vendor’s response to Section 5.4, Vendor shall provide its timeline from when an applicant schedules an application appointment to when the applicant’s file shall be complete with a QA/QC check complete, and the file is moved forward to Step 2.
- c. Vendor may invoice the State for the Intake unit per file when the file is moved into Step 2 with all steps complete and verifiable in the System of Record.

2. Eligibility Review

- a. Vendor shall describe how it shall accomplish an Eligibility Review and determination for received and completed applications which shall include, at a minimum, the following:
 - i. Perform all services necessary to determine program eligibility for all Applications that are received and completed by homeowners. Eligibility and other application requirements are provided in the Housing Program Guide referenced at the beginning of this RFP.
 - ii. Application processing must follow prioritization requirements as identified in each Action Plan program.
 - iii. Evaluate documentation submitted to determine property owner eligibility based on all program, Federal, and State requirements.
 - iv. Work with Case Managers to inform Case Managers of eligibility status. Transfer applicant files who are ineligible to Case Managers to notify applicants of their ineligible status and for Case Managers to conduct the appeals process as needed.
- b. In Vendor’s response to Section 5.4, Vendor shall provide its timeline for completing the Eligibility review for each applicant file.
- c. Vendor may invoice the State for the Eligibility unit per file when the Eligibility review is completed and verifiable in the System of Record.

3. Duplication and Verification of Benefit

- a. Vendor shall describe how it shall perform DOB and VOB services for Applicants that are determined to be eligible for CDBG-DR funding which shall include, at a minimum:
 - i. Perform all services necessary to verify DOB and VOB for applications that are determined to be eligible for CDBG-DR funding.
 - ii. Vendor shall describe its solution for conducting outreach to sources holding data necessary to complete DOB/VOB review.
- b. In Vendor’s response to Section 5.4, Vendor shall provide its timeline for completing the DOB and VOB review for each applicant file.
- c. Vendor may invoice the State for the DOB and VOB unit per file when the DOB and VOB review is complete and verifiable in the System of Record.

4. Tier I (Area-wide) Environmental Review

- a. Vendor shall describe how it will perform Tier I Environmental Review services which shall include, at a minimum:
 - i. Complete Tier I Environmental Reviews. The Tier I Environmental Review shall provide sufficient level of detail to meet HUD expectations and shall meet all HUD, Federal, NCORR, State regulations, and shall cover all programs NCORR administers.

- b. In Vendor's response to Section 5.4, Vendor shall provide its timeline for completing the Tier I Environmental Review
- c. Vendor may invoice the State for the Tier I Environmental Review unit when each individual Tier I Environmental Review is complete.

5. Tier II (Site Specific) Environmental Review

- a. Vendor shall describe how it will perform Tier II Environmental Review services which shall include, at a minimum:
 - i. Complete Tier II Environmental Reviews for each eligible property. The Tier II Environmental Review shall provide sufficient level of detail to meet HUD expectations and shall satisfy all HUD, Federal, and State regulations.
 - ii. The Tier II (Site-Specific) Environmental Review shall at a minimum include:
 - 1. Soil investigation, testing and scoping activities, for properties that sustained flood damage, and for properties at which there is an underground or above-ground fuel storage tank.
 - 2. State Historic Preservation Office (SHPO) coordination.
 - 3. 8-Step wetland mitigation.
 - 4. Recognized Environmental Condition
- b. In Vendor's response to Section 5.4, Vendor shall provide its timeline for completing the Tier II Environmental Review.
- c. Vendor may invoice the State for the Tier II unit per file when the review is complete and verifiable in the System of Record.

6. Inspection

- a. It is the responsibility of the Vendor to ensure Site Inspection of eligible properties are done to validate and document reported damages and storm tie-back. Vendor shall describe its process for handling inspections and verifying tie-back. Vendor shall be responsible for conducting inspections and developing scopes of work using Xactimate that meet all Federal, State, HUD and NCORR regulations including but not limited to Housing Quality Standard (HQS), Energy Star, Green Building Standards, local building codes, and HUD housing regulations. Vendor shall not be reimbursed for any inspections and scopes of work until they meet these regulations. Vendor shall ensure inspectors are fully trained and develop Estimated Cost of Repairs (ECRs) in one site visit to ease the burden on applicants. Vendor shall use only fully qualified inspectors (HQS-certified damage assessors, State-certified lead and asbestos inspectors, State-certified NC Building Code inspectors) to conduct inspections.
- b. All inspection data and evidence shall be uploaded per file report into the State's System of Record. Damage Assessment Inspection services shall include, but are not limited to:
 - i. Visual inspection of property damage.
 - ii. Record and upload photographic evidence of all repairs or damages including roofs, crawl spaces, and attics.
 - iii. Photographically record high water marks per property inside and outside of the impacted structure.
 - iv. DRV- Estimate of all work completed using Xactimate.
 - v. ECR- Estimate of work to be completed using Xactimate to meet HQS and all applicable Federal, State, and local codes and regulations.
 - vi. Full QA/QC review on all files to ensure quality work before submitting the file to NCORR.
 - vii. Mold inspections, testing and scoping activities.
 - viii. Lead-based paint inspections, testing and scoping.
 - ix. Asbestos containing materials inspections, testing, and scoping.
 - x. Radon inspections, testing and scoping activities.
 - xi. Vendor must provide services to assess whether structural damages must be referred to an engineer and subsequently must develop an ECR for structural damage, if deemed necessary by an engineer.

- c. In Vendor's response to Section 5.4, Vendor shall provide its timeline for completing the above items.
- d. Vendor may invoice the State for the Inspection unit per file when the review is complete and verifiable in the System of Record.

7. Award

- a. Vendor shall perform all services necessary to generate awards following Intake, Eligibility, DOB/VOB, Inspections, and Environmental Reviews. All award letter calculation and generated award letters shall be uploaded per file into the State's System of Record. Awards services shall include, but are not limited to:
 - i. Full QA/QC review for each Scope of Work item before an Award is calculated.
 - ii. Award calculation.
 - iii. Grant determination and award letter generation.
 - iv. Award letter distributed. NCORR may provide guidance on distribution method during the contract.
- b. In Vendor's response to Section 5.4, Vendor shall provide its timeline for completing the above items.
- c. Vendor may invoice the State for the Awards unit per file when the Award letter has had a full QA/QC completed, the letter is delivered to the applicant and is verifiable in the System of Record.

8. Appeal

- a. Vendor shall perform all services necessary to complete appeals determinations and deliver Appeals results to applicant.
 - i. Maintain an Appeals log and perform trend analysis to guide SOP or Policy modification.
 - ii. Recommend and coordinate exceptions panels as necessary.
- b. In Vendor's response to Section 5.4, Vendor shall provide its timeline for completing the above items.
- c. Vendor may invoice the State for the Appeals unit per file when the Appeals result letter is delivered to the applicant and is verifiable in the System of Record.

9. Award Consultation and Signing

- a. Vendor shall perform all services necessary to facilitate execution of award offers with applicants. Award Consultation and Signing shall include, at a minimum:
 - i. Provide program expertise at each Award consultation and Signing to walk each applicant through the details of the Award.
 - ii. Generate individualized Homeowner Grant Agreement (HOGA).
 - iii. Deliver HOGA. NCORR may provide guidance on distribution method during the contract.
 - iv. Signing of HOGA and other documents as necessary. NCORR may provide guidance on signing methodology during the contract.
- b. Vendor shall provide a detailed response on how it will ensure efficient transfer of awarded files with the included project's scope of work to NCORR's Program Delivery Office and/or the Program Delivery Office's vendor for the construction process. NCORR will expect Vendor to make the best use of the System of Record and assist NCORR in developing business needs to refine production pipeline transfer of files into Step 6 (Construction).
- c. In Vendor's response to Section 5.4, Vendor shall provide its timeline for completing the above items.
- d. Vendor may invoice the State for the Award Consultation and Signing unit per file when the HOGA is executed and uploaded into the System of Record.

C. UNIT RE-COMPLETION

- 1. NCORR recognizes there may be cases outside of Vendor's control during the course of the Contract that require Vendor to re-complete units, such as major policy changes or additional disasters impacting

current applicants. Vendor shall be responsible for re-completing units to continue assisting applicants in these cases.

2. Vendor shall seek approval from NCORR before initiating work on re-completion units.
3. Vendor shall not be approved to initiate re-completion units nor shall Vendor be reimbursed in any cases in which NCORR determines the need to re-complete units is due to Vendor's error; Vendor's non-compliance with any of the requirements of the Contract; or Vendor's non-compliance with any Federal, HUD, State, or local codes or regulations or NCORR policies.
4. In its response to Attachment A: Pricing, NCORR expects Vendor will propose reduced pricing for re-completion units due to the fact that not all aspects of the unit will need to be re-completed. Unit Re-completion will not be evaluated, Vendor will provide it's pricing for Unit-recompletion if directed by NCORR to do so during the course of the Contract.

D. BUYOUT AND ACQUISITION

The Scope of Work includes turnkey services for NCORR's Buyout and Acquisition program for policy and SOP development, process mapping, intake through award determination and award execution, and file closeout. Vendor will provide unit pricing for each numbered item D.1 – D.14 in Attachment A: Pricing. Buyout and Acquisition includes but is not limited to:

1. Disaster Risk Reduction Areas (DRRA) determination and/or incorporation
 - a. Coordinate with NCORR teams and State and local officials as directed to establish DRRA's within local communities which will include data analysis, mapping, and cost estimates. Vendor shall make all data analysis, mapping, and drafts of DRRAs permanently available to NCORR.
 - b. Vendor shall incorporate the DRRAs into intake process and eligibility determination.
 - c. In its response to Section 5.4, Vendor shall respond with its timeline to completing the above items.
 - d. Vendor may invoice the State for DRRA mapping, determination, and/or incorporation when the DRRA analysis is complete, each DRRA is mapped and approved by NCORR, Vendor has incorporated all data and maps into its process to complete scope of work items in (5.2.C.) and all data and maps are delivered to NCORR.
2. Process Mapping and System of Record Interface
 - a. Vendor shall develop process maps for the Buyout and Acquisition program for review and approval.
 - b. Vendor shall coordinate with NCORR and its System of Record developers to ensure that business needs for the System of Record are developed to manage the Buyout and Acquisition program.
 - c. In its response to Section 5.4, Vendor shall respond with its timeline to completing the above items.
 - d. Vendor may invoice the State for Process Mapping and System of Record Interface when Vendor has completed the Buyout and Acquisition process mapping, the process map is approved by NCORR, the mapping is incorporated into Vendor's business system to accomplish the scope of work, and the process map is presented and delivered to NCORR's System of Record managers and/or developers and Vendor has assisted NCORR in developing a complete System of Record build-out to conduct Buyouts and Acquisitions.
3. Intake
 - a. Vendor shall describe in its proposal its plan to stand up a fully functional Buyout and Acquisition intake system to include at least the staffing and training of skilled intake specialists, application intake scheduling, and the completion of application intake for all eligible property owners within DRRA's.
 - b. Vendor shall complete a full file QA/QC review of each file before the file is moved out of the intake step.
 - c. In Vendor's response to Section 5.4, Vendor shall provide its timeline for completing the above items.
 - d. Vendor may invoice the State for the Buyout and Acquisition intake unit per file when the application file is complete, a full QA/QC is complete, and the all of the above is uploaded and verifiable in the System of Record.

4. Eligibility Review

- a. Vendor shall describe how it shall accomplish an Eligibility Review and determination for received and completed applications which shall include, at a minimum, the following:
 - i. Perform all services necessary to determine program eligibility for all applications that are received and completed by homeowners.
 - ii. Application processing must follow prioritization requirements as identified in each allocation's Action Plan.
 - iii. Evaluate documentation submitted to determine property owner eligibility based on all program, Federal, and State requirements.
 - iv. Vendor shall conduct Anti-fraud waste and abuse checks.
 - v. Work with Case Managers to inform Case Managers of eligibility status. Transfer applicant files who are ineligible to Case Managers to notify applicants of their ineligible status.
- b. In Vendor's response to Section 5.4, Vendor shall provide its timeline for completing the Eligibility review for each applicant file.
- c. Vendor may invoice the State for the Eligibility unit per file when the Eligibility review is completed and verifiable in the System of Record.

5. Duplication and Verification of Benefit

- a. Vendor shall describe how it shall perform DOB and VOB services for Applicants that are determined to be eligible for CDBG-DR funding which shall include, at a minimum:
 - i. Perform all services necessary to verify DOB and VOB for applications that are determined to be eligible for CDBG-DR funding.
 - ii. Vendor shall describe its solution for conducting outreach to sources holding data necessary to complete DOB/VOB review.
- b. In Vendor's response to Section 5.4, Vendor shall provide its timeline for completing the DOB and VOB review for each applicant file.
- c. Vendor may invoice the State for the DOB and VOB unit per file when the DOB and VOB review is complete and verifiable in the System of Record.

6. Inspection

- a. It is the responsibility of the Vendor to ensure Site Inspection of eligible properties are done to validate and document reported damages and storm tie-back. Vendor shall describe its process for handling inspections and verifying tie-back. Vendor shall be responsible for conducting inspections that meet all Federal, State, HUD and NCORR regulations including but not limited to HQS, Energy Star, Green Building Standards, local building codes, and HUD housing regulations. Vendor shall not be reimbursed for any inspections and scopes of work until they meet these regulations. Vendor shall ensure inspectors are fully trained limit site visits to ease the burden on applicants. Vendor shall use only fully qualified inspectors (HQS-certified damage assessors, State-certified lead and asbestos inspectors, State-certified NC Building Code inspectors) to conduct inspections.
- b. All inspection data and evidence shall be uploaded per file report into the State's System of Record. Inspection services shall include, but are not limited to:
 - i. Visual inspection of property damage.
 - ii. Full QA/QC review on all files to ensure quality work before submitting the file to NCORR.
 - iii. Mold inspections, testing and scoping activities.
 - iv. Lead-based paint inspections, testing and scoping.
 - v. Asbestos containing materials inspections, testing, and scoping.
 - vi. Radon inspections, testing and scoping activities.
 - vii. Vendor must provide services to assess whether structural damages must be referred to an engineer and subsequently must develop an ECR for structural damage, if deemed necessary by an engineer.
- c. In Vendor's response to Section 5.4, Vendor shall provide its timeline for completing the above items.

- d. Vendor may invoice the State for the Inspection unit per file when the review is complete and verifiable in the System of Record.

7. Appraisal

- a. Vendor shall describe how it shall perform Appraisal services for Applicants that are determined to be eligible for CDBG-DR funding which shall include, at a minimum:
 - i. Vendor shall provide forensic appraisal services to determine property values.
 - ii. Vendor shall conduct site/boundary surveys.
- b. In Vendor's response to Section 5.4, Vendor shall provide its timeline for completing the Appraisal for each applicant file.
- c. Vendor may invoice the State for the Appraisal unit per file when the Appraisal unit is complete and verifiable in the System of Record.

8. Tier II Environmental Review

- a. Vendor shall describe how it will perform Tier II Environmental Review services which shall include, at a minimum:
 - i. Complete Tier II Environmental Reviews for each eligible property. The Tier II Environmental Review shall provide sufficient level of detail to meet HUD expectations and shall satisfy all HUD, Federal, and State regulations.
 - ii. The Tier II (Site-Specific) Environmental Review shall at a minimum include:
 - 1. Soil investigation, testing and scoping activities, for properties that sustained flood damage, and for properties at which there is an underground or above-ground fuel storage tank.
 - 2. SHPO coordination.
 - 3. 8-Step wetland mitigation.
 - 4. Recognized Environmental Condition
- b. In Vendor's response to Section 5.4, Vendor shall provide its timeline for completing the Tier II Environmental Review.
- c. Vendor may invoice the State for the Tier II unit per file when the review is complete and verifiable in the System of Record.

9. Title Review

- a. Vendor shall provide all legal work to be performed by North Carolina barred Attorneys required of HUD, State, or local regulations including at least:
 - i. Deed check
 - ii. Preliminary title order and report
 - iii. Full title order and report
- b. In Vendor's response to Section 5.4, Vendor shall provide its timeline for completing the Title Review for each applicant file.
- c. Vendor may invoice the State for the Title Review unit per file when the Inspections and Title Review is complete and verifiable in the System of Record.

10. Offer Generation

- a. Vendor shall perform all services necessary to generate offers following at least Intake, Eligibility, DOB/VOB, Inspections, Environmental Reviews, Appraisals, and Title Reviews. All offer letter calculation and generated offer letters shall be uploaded per file into the State's System of Record. Offer generation services shall include, but is not limited to:
 - i. Full QA/QC review for each Scope of Work and Appraisal item before an Offer is calculated.
 - ii. Offer calculation.
 - iii. Grant determination and Offer letter generation.

- iv. Offer letter distributed. NCORR may provide guidance on distribution method during the contract.
- b. In Vendor's response to Section 5.4, Vendor shall provide its timeline for completing the above items.
- c. Vendor may invoice the State for the Offers unit per file when the Offer letter has had a full QA/QC completed, the letter is delivered to the applicant, and is verifiable in the System of Record.

11. Appeal

- a. Vendor shall perform all services necessary to complete appeals determinations and deliver Appeals results to applicant.
 - i. Maintain an Appeals log and perform trend analysis to guide SOP or Policy modification.
 - ii. Recommend and coordinate exceptions panels as necessary.
- b. In Vendor's response to Section 5.4, Vendor shall provide its timeline for completing the above items.
- c. Vendor may invoice the State for the Appeals unit per file when the Appeals result letter is delivered to the applicant and is verifiable in the System of Record.

12. Short Sale Negotiation

- a. Vendor shall perform all services necessary to complete Short Sale Negotiations for applicants that have negative equity or otherwise as needed.
- b. Vendor may invoice the State for the Short Sale Negotiation unit per file when the result is delivered and is verifiable in the System of Record.

13. Closing

- a. Vendor shall perform all services necessary to close and execute Offers with applicants. Closings shall include, at a minimum:
 - i. Provide program expertise at each in-person closing consultation to walk each applicant through the details of the Offer.
 - ii. Generate Purchase Agreement.
 - iii. Signing of Purchase Agreement and other documents as necessary. Signing events to execute the Purchase Agreement and provide program participant with detailed Offer information will be conducted in-person.
 - iv. Vendor shall ensure that Areas Having Jurisdiction are incorporated into the process.
 - v. Vendor shall follow all State and local laws regarding real estate closings.
- b. Vendor shall provide a detailed response on how it will ensure efficient transfer of executed files with the included project's scope of work to NCORR's Program Delivery Office and/or the Program Delivery Office's vendor for the construction process. NCORR will expect Vendor to make the best use of the System of Record and assist NCORR in developing business needs to refine production pipeline transfer of files into Step 6 (Construction).
- c. In Vendor's response to Section 5.4, Vendor shall provide its timeline for completing the above items.
- d. Vendor may invoice the State for the Closing unit per file when the Purchase Agreement is executed and uploaded into the System of Record.

14. Vacancy Inspection

- a. Vendor will complete vacancy inspections prior to closing as directed by NCORR.

E. RELOCATION AND UNIFORM RELOCATION ACT (URA) SERVICES

- 1. Vendor shall be responsible for Relocation and URA services as directed by NCORR. Relocation and URA services shall support at least the Single-family Homeowner program, the Buyouts and Acquisition program, and the Small Rental program as needed or required by NCORR.
- 2. Generate and deliver General Information Notice paperwork as required.

3. In its response to Attachment A: Pricing, Vendor shall provide hourly rates for Relocation and URA services staff.
4. Vendor shall respond with its solution to provide Relocation and URA services to serve NCORR and applicants.

F. SMALL RENTAL REPAIR

Vendor shall provide turnkey services for NCORR's Small Rental Repair program. Vendor shall provide unit pricing in its response to Attachment A: Pricing for all numbered items in (5.2.E.). Small Rental Repair Services shall include at least:

1. Intake
 - a. Vendor shall respond with its proposal to stand up a fully functional Small Rental intake system to include at least the staffing and training of skilled intake specialists, application intake scheduling, and the completion of application intake.
 - i. Vendor shall complete a full file QA/QC review of each file before the file is moved out of the intake step.
 - b. In Vendor's response to Section 5.4, Vendor shall provide its timeline for completing the above items.
 - c. Vendor may invoice the State for the Small Rental Repair intake unit per file when the application file is complete, a full QA/QC is complete, and the all of the above is uploaded and verifiable in the System of Record.
2. Eligibility Review
 - a. Vendor shall describe how it shall accomplish an Eligibility Review and determination for received and completed applications which shall include, at a minimum, the following:
 - i. Perform all services necessary to determine program eligibility for all Applicants that are received and completed by homeowners.
 - ii. Application processing must follow prioritization requirements as identified in each allocation's Action Plan.
 - iii. Evaluate documentation submitted to determine property owner eligibility based on all program, Federal, and State requirements.
 - iv. Work with Case Managers to inform Case Managers of eligibility status. Transfer applicant files who are ineligible to Case Managers to notify applicants of their ineligible status.
 - b. In Vendor's response to Section 5.4, Vendor shall provide its timeline for completing the Eligibility review for each applicant file.
 - c. Vendor may invoice the State for the Eligibility unit per file when the Eligibility review is completed and verifiable in the System of Record.
3. Duplication and Verification of Benefit
 - a. Vendor shall describe how it shall perform DOB and VOB services for Applicants that are determined to be eligible for CDBG-DR funding which shall include, at a minimum:
 - i. Perform all services necessary to verify DOB and VOB for applications that are determined to be eligible for CDBG-DR funding.
 - ii. Vendor shall describe its solution for conducting outreach to sources holding data necessary to complete DOB/VOB review.
 - b. In Vendor's response to Section 5.4, Vendor shall provide its timeline for completing the DOB and VOB review for each applicant file.
 - c. Vendor may invoice the State for the DOB and VOB unit per file when the DOB and VOB review is complete and verifiable in the System of Record.

4. Inspection

- a. It is the responsibility of the Vendor to ensure Site Inspection of eligible properties are done to validate and document reported damages and storm tie-back. Vendor shall describe its process for handling inspections and verifying tie-back. Vendor shall be responsible for conducting inspections and developing scopes of work using Xactimate that meet all Federal, State, HUD and NCORR regulations including but not limited to HQS, Energy Star, Green Building Standards, local building codes, and HUD housing regulations. Vendor shall not be reimbursed for any inspections and scopes of work that do not meet these regulations. Vendor shall ensure inspectors are fully trained and develop ECRs in one site visit to ease the burden on applicants. Vendor shall use only fully qualified inspectors (HQS-certified damage assessors, State-certified lead and asbestos inspectors, State-certified NC Building Code inspectors) to conduct inspections.
- b. All inspection data and evidence shall be uploaded per file report into the State’s System of Record. Damage Assessment Inspection services shall include, but are not limited to:
 - i. Visual inspection of property damage.
 - ii. Record and upload photographic evidence of all repairs or damages including roofs, crawl spaces, and attics.
 - iii. Photographically record high water marks per property inside and outside of the impacted structure.
 - iv. DRV- Estimate of all work completed using Xactimate.
 - v. ECR- Estimate of work to be completed using Xactimate to meet HQS and all applicable Federal, State, and local codes and regulations.
 - vi. Full QA/QC review on all files to ensure quality work before submitting the file to NCORR.
 - vii. Mold inspections, testing and scoping activities.
 - viii. Lead-based paint inspections, testing and scoping.
 - ix. Asbestos containing materials inspections, testing, and scoping.
 - x. Inspections, testing and scoping activities.
 - xi. Vendor must provide services to assess structural damages and ECR for structural damage.
- c. In Vendor’s response to Section 5.4, Vendor shall provide its timeline for completing the above items.
- d. Vendor may invoice the State for the Inspection unit per file when the review is complete and verifiable in the System of Record.

5. Tier II (Site-Specific) Environmental Review

- a. Complete Tier II Environmental Reviews for each eligible property. The Tier II Environmental Review shall provide sufficient level of detail to meet HUD expectations and shall satisfy all HUD, Federal, and State regulations.
- b. Vendor shall describe how it will perform Tier II Environmental Review services which shall include, at a minimum:
 - i. Soil investigation, testing and scoping activities, for properties that sustained flood damage, and for properties at which there is an underground or above-ground fuel storage tank.
 - ii. SHPO coordination.
 - iii. 8-Step wetland mitigation.
 - iv. Recognized Environmental Condition
- c. In Vendor’s response to Section 5.4, Vendor shall provide its timeline for completing the Tier II Environmental Review.
- d. Vendor may invoice the State for the Tier II unit per file when the review is complete and verifiable in the System of Record.

6. Appeal

- a. Vendor shall perform all services necessary to complete appeals determinations and deliver Appeals results to applicant.
 - i. Maintain an Appeals log and perform trend analysis to guide SOP or Policy modification.
 - ii. Recommend and coordinate exceptions panels as necessary.
- b. In Vendor’s response to Section 5.4, Vendor shall provide its timeline for completing the above items.
- c. Vendor may invoice the State for the Appeals unit per file when the Appeals result letter is delivered to the applicant and is verifiable in the System of Record.

7. Award Consultation and Signing

- a. Vendor shall perform all services necessary to execute awards with applicants. Award Consultation and Signings shall include, at a minimum:
 - i. Provide program expertise at each execution consultation to walk each applicant through the details of the Award.
 - ii. Generate Grant Agreement.
 - iii. Grant Agreement distributed. NCORR may provide guidance on distribution method during the contract.
 - iv. Signing of Grant Agreement and other documents as necessary. NCORR may provide guidance on signing methodology during the contract.
- b. Vendor shall provide a detailed response on how it will ensure efficient transfer of awarded files with the included project’s scope of work to NCORR’s Program Delivery Office and/or the Program Delivery Office’s vendor for the construction process. NCORR will expect Vendor to make the best use of the System of Record and assist NCORR in developing business needs to refine production pipeline transfer of files into Step 6 (Construction).
- c. In Vendor’s response to Section 5.4, Vendor shall provide its timeline for completing the above items.
- d. Vendor may invoice the State for the Award Execution unit per file when the Grant Agreement is executed and uploaded into the System of Record.

G. FIDUCIARY SERVICES

Vendor shall provide Fiduciary Services to NCORR across all Programs as directed. Fiduciary Services shall include, at a minimum:

- 1. Vendor shall provide fiduciary services solution for NCORR regarding the collection, management, and disbursement of payments made by program applicants for their DOB, commonly referred to as “escrow payments.”
- 2. All applicant escrow payments under management by the vendor shall be reported in the System of Record, including the tracking of receivables and disbursements and uploading applicant escrow documentation as determined by NCORR.
- 3. Vendor shall be responsible for coordinating with applicants to ensure that escrow payments are made promptly and accurately in accordance with the applicant’s escrow agreement.
- 4. In its response to Attachment A: Pricing, Vendor shall propose hourly rates for Fiduciary Services.

H. CLOSEOUT

- 1. Vendor shall complete a full end-to-end file review of all closed-out files to prepare files for NCORR, HUD, or other monitoring and compliance.
- 2. Vendor shall propose end-to-end file review products (SOPs, checklists) for NCORR approval.
- 3. Vendor may invoice the State for the Closeout unit per file when the end-to-end file review has been completed and the end-to-end file review has been uploaded to the System of Record.

5.2.1 SYSTEM OF RECORD

NCORR will be using Salesforce as the System of Record for project management of all projects in the State to be funded through CDBG-DR funds. NCORR will be providing the development of this system, and NCORR will provide Vendor with the System of Record licenses, but the awarded Vendor shall use the State's System of Record, Salesforce. NCORR will be establishing additional systems for financial management and reporting. The awarded Vendor will not be expected to bring these systems with them, but will be expected to become proficient in using them and may be asked to help in setting up new systems, separate from the System of Record, for financial management and reporting. The Vendor shall be responsible for gathering data feeds from all sources to perform DOB and VOB as directed by NCORR.

5.2.2 GENERAL REQUIREMENTS

- a) All Vendor's employees must wear visible credentials at all times when interacting with applicants or when present in intake centers.
- b) Ensure that all field staff are successfully trained prior to client contact or are working under close supervision by supervisors and project manager.
- c) Create methodologies for scheduling intake appointments, assigning case workers to clients and establishing waiting lists, including having adequate plans to deal with appointments that run late and end early, re-scheduling appointments, and handling unscheduled walk-ins.
- d) Ensure staff uses SOR to register and track client activity.
- e) Create procedures necessary to ensure privacy and confidentiality of all employee and client Personally Identifying Information (PII) for NCORR approval.
- f) Provide a plan for Vendor's Section 3 compliance, Equal Employment Opportunity and Minority and Women Owned Business Enterprise utilization and 504 planning and monitoring.
- g) Develop training materials to educate NCORR on how to avoid fraud and report any observance of fraudulent or illegal behavior by contractors, applicants, or other parties.
- h) Provide advice regarding property ownership, insurance, and other regulatory matters which may arise in the course of providing services.
- i) Provide compliance and cooperation with monitoring requirements from HUD.
- j) Provide periodic reports utilizing customer satisfaction surveys as directed by NCORR.
- k) Maintain records and communications in a manner that detects or prevents fraud, waste and abuse.
- l) Vendor may, at NCORR's direction, review and revise the Xactimate Bid Book.

5.3 PROJECT ORGANIZATION

In its response the Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP, and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

Vendor shall ensure that its Key Personnel are experts in Federal Registers guiding NCORR's CDBG-DR awards, NCORR policies, all of the North Carolina CDBG-DR Action Plans, and HUD regulations. Vendor shall ensure that Key Personnel provide guidance and training to all its staff.

Specifically, Vendor must propose an organizational chart for all Key Personnel that incorporates all proposed subcontractors and the subcontractors' key staff. Additionally, Vendor must include a functional organizational chart separate from the organizational chart with an attached narrative that demonstrates how the Vendor and any subcontractors proposed address the items in the Scope of Work. Vendor shall provide an in-depth qualifications and experience description of the Vendor and any and all proposed Subcontractors.

Vendor, during the course of the Contract, shall provide the organizational chart detailing all staff upon request.

5.4 PERFORMANCE

Vendor shall fill out Attachment B: Performance to provide its timeline to completing tasks within the Scope of Work. Vendor will amend Attachment B: Performance to add performance criteria to any additional items it proposes as additions to the Scope of Work.

5.5 ACCEPTANCE OF WORK

In the event acceptance criteria for any work or deliverables is not described in contract documents or work orders hereunder, the State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or 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 of 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 requirements, acceptance criteria or otherwise fail to conform to the contract, the State may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code as adopted in North Carolina.

5.6 LIQUIDATED DAMAGES

The parties agree that calculation of actual damages resulting from failure to meet the following performance standards is extremely difficult, if not impossible, to calculate accurately, and the parties also agree that the compensation identified for such failures are a reasonable estimate of damages resulting from a failure to meet the performance standard described. Therefore, the parties agree that the Vendor shall be subject to amounts due as liquidated damages, but not as a penalty, for each such failure, as follows:

For every item listed in Attachment B: Performance, NCORR has the ability to assess Liquidated Damages of \$200 per day per deliverable.

Notwithstanding any other provision herein, liquidated damages shall not be subject to a limitation on damages or limit of liability for damages that otherwise may be applicable to recoverable damages.

If the State elects not to impose liquidated damages in a particular instance, this decision shall not be construed as a waiver of the State's right to pursue future assessment of performance standards and associated liquidated damages; nor construed to limit any additional remedies available to the State.

5.7 TRANSITION ASSISTANCE

If Contract options are not exercised or if notice of contract cancellation is given prior to its expiration, for any reason, Vendor shall provide, at the option of the State, at a minimum, three months after such date all such reasonable transition assistance requested by the State, to allow for Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be deemed to be governed by the terms and conditions of this Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.0 CONTRACT ADMINISTRATION

6.1 PRINCIPAL CONTACT AND CUSTOMER SERVICE

The Vendor shall designate and make available to the State a single Principal contact that will serve as NCORR's contract point of contact throughout the life of the project term. The Principal shall be an individual authorized to make decisions on behalf of the firm and will be NCORR's Contract Administrator's point of contact for contract related issues and issues concerning performance, progress review, scheduling, and service.

6.2 MANAGEMENT REVIEW MEETINGS

The Vendor, at the request of the State, shall meet periodically with the State for Project Review meetings on a schedule determined by NCORR after award. The Vendor's designated Principal will attend each Management review meeting in person. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost savings, and discuss any other pertinent topics.

6.3 REPORTING REQUIREMENTS

a) Daily Reporting

- i. Vendor shall provide a summary of daily progress every day by 4:30 PM ET. Vendor shall develop a template for NCORR review and approval within one week after award of a contract.

b) Weekly Reporting

- i. Vendor shall provide a weekly Executive Report, every Friday by 5:00 PM ET. The Executive Report will be provided to the NCORR Contract Administrator and the NCORR leadership team and will include, at a minimum:

1. A detailed Aging report for each project. Aging report must include a chart detailing the timelines for each individual item in the Scope of Work demonstrating the Vendor's status on meeting required timelines for completing each item in the scope. The Aging report must include at least, per project and by step:
 - a. Time from Intake Appointment to application file complete.
 - b. Time from eligibility determination to time application is inspected.
 - c. Time from eligibility determined to DOB/VOB complete.
 - d. Time taken to complete Tier 2 Environmental Review.
 - e. Time from DOB/VOB complete to Award determined.
 - f. Time from Award determined to Award closed and transferred to Construction Management or closed-out.
 - g. The aging report must address all of Vendor's responses and status on meeting timelines in Section 5.4.
 2. A detailed Production report providing individual project-level data and a summary report wrapping up projects by step and demonstrating progress week-to-week.
 3. Vendor shall produce a detailed Production plan showing NCORR program managers what individual projects are being prioritized and when each individual project will reach award closing or completion ready for construction hand-off or project close-out.
- b. Vendor shall produce a production pipeline report to give the Program Delivery Office awareness of awarded file packets anticipated to be pushed forward.

c) Quarterly Reporting

- i. Vendor shall provide a Quarterly Progress Report that will, at a minimum, provide NCORR with a detailed description of progress per Quarter, the Production Plan per Quarter which the Vendor shall accomplish, and the Vendor's status on meeting timelines per Scope of Work item in the contract.
- ii. Vendor shall prepare to participate in a Quarterly Executive Conference to discuss strategies, goals, objectives and performance.
- iii. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically in PDF form with attached Microsoft Excel tables and, as needed, either Microsoft PowerPoint or Microsoft Word. The Vendor shall submit the reports in a timely manner.

6.4 DISPUTE RESOLUTION

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to both the State's Contract Administrator for this contract and NCORR's Contracts Manager for resolution. A claim by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party

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Vendor: _____

may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.5 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Contract changes or inquiries shall be submitted to the NCORR Contract Administrator, NCORR Contracts Manager, and NCORR Procurement Director.

ATTACHMENT A: PRICING

The Price Proposal shall consist of both hourly rates and unit prices fully inclusive of salary, overhead, travel outside of home office, and expenses. No additional costs shall be paid.

The Price Proposal must be submitted in the following form. The estimated maximum hours below are to be used only for the purposes of evaluation. The State does not guarantee minimum or maximum number of hours. Please note: no billing rate ranges will be accepted.

Vendor shall propose hourly rates and each Position Title's rate for 5.2.A: Applicant Communications Services, 5.2.E: Relocation and URA Services, and 5.2.G: Fiduciary Services. Vendor must ensure that proposed Key Personnel, titles given on organizational charts and resumes, and all references to staff assigned to the Contract are internally consistent throughout. Vendor shall propose Unit pricing for all other Services requested in this Contract.

Unit Re-completion costs will not be used in the evaluation of this Proposal. NCORR expects Vendor will propose reduced pricing for re-completion units due to the fact that not all aspects of the unit will need to be re-completed.

NCORR anticipates serving up to an estimated 7,000 clients. Based on projections, NCORR estimates that 4,900 individuals may apply for the Single-family program, 1,400 individuals may apply for the Buyouts and Acquisitions program, and 700 individuals may apply for the Small Rental Repair program. NCORR estimates Vendor may be tasked with completing up to 10 Tier I (area-wide) Environmental Reviews. NCORR anticipates Vendor shall only invoice the State for one (1) unit each for DRRA mapping/incorporation and Buyout and Acquisition process mapping at the completion of the unit, respectively. Vendor will use these estimates to develop its cost basis. Number of units are for evaluation purposes only and may be adjusted up or down during the course of the Contract due to actual need. Optional extension terms to the Contract will not be evaluated. NCORR does not guarantee minimum or maximum number of units.

1. COST COMPONENTS OF INITIAL TERM- THREE (3) YEARS

Section 1: Hourly Rates

Position Title	# of Staff Holding Position Title	Hourly Billing Rate	Estimated Maximum Hours	TOTALS
5.2. A.1. Case Managers				
		\$	6000 hrs.	\$
		\$	6000 hrs.	\$
		\$	6000 hrs.	\$
5.2.A.2. Communications Services				
		\$	6000 hrs.	\$
		\$	6000 hrs.	\$
		\$	6000 hrs.	\$
Relocation and URA Services				
		\$	6000 hrs.	\$
		\$	6000 hrs.	\$
		\$	6000 hrs.	\$
Fiduciary Services				
		\$	6000 hrs.	\$
		\$	6000 hrs.	\$
		\$	6000 hrs.	\$
n/a	n/a	n/a	Estimated Initial Term Total	\$

Section 2: Unit Cost

Scope of Work Task	Unit Cost	Estimated Units	Estimated Total Cost	Unit Re-Completion Cost
SINGLE-FAMILY PROGRAM				
Intake	\$	4,900	\$	\$
Eligibility Review	\$	4,900	\$	\$
Duplication and Verification of Benefit	\$	4,400	\$	\$
Tier I (Area-Wide) Environmental Review	\$	10	\$	\$
Tier II (Site-specific) Environmental Review	\$	4,400	\$	\$
Inspection	\$	4,400	\$	\$
Award	\$	4,400	\$	\$
Appeal	\$	2,200	\$	\$
Award Consultation and Signing	\$	3,300	\$	\$
Scope of Work Task Subtotal	n/a	n/a	\$	n/a
BUYOUT AND ACQUISITION				
DRRA Determination and/or Incorporation	\$	1	\$	\$
Process Mapping and System of Record Interface	\$	1	\$	\$
Intake	\$	1,400	\$	\$
Eligibility Review	\$	1,400	\$	\$
Duplication and Verification of Benefit	\$	1,260	\$	\$
Inspection	\$	1,000	\$	\$
Appraisal	\$	1,000	\$	\$
Tier II Environmental Review	\$	1,000	\$	\$
Title Review	\$	1,000	\$	\$
Offer Generation	\$	1,000	\$	\$
Appeal	\$	500	\$	\$
Short Sale Negotiation	\$	250	\$	\$
Vacancy Inspection	\$	1,000	\$	\$
Closing	\$	750	\$	\$
Scope of Work Task Subtotal	n/a	n/a	\$	n/a
SMALL RENTAL REPAIR				
Intake	\$	700	\$	\$
Eligibility Review	\$	700	\$	\$
Duplication and Verification of Benefit	\$	630	\$	\$
Inspection	\$	500	\$	\$
Tier II (Site-Specific) Environmental Review	\$	500	\$	\$
Appeal	\$	250	\$	\$
Award Consultation and Signing	\$	375	\$	\$
Scope of Work Task Subtotal	n/a	n/a	\$	n/a
CLOSEOUT				
Closeout	\$	7,000	\$	\$
Unit Cost Total	n/a	n/a	\$	n/a

Total Estimated Not-to-Exceed Cost (Hourly Rates and Unit Cost Services combined) for Initial Three (3) Year Term	\$
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ATTACHMENT B: PERFORMANCE

Vendor shall fill out Attachment B: Performance, Column C, which shall define the timelines for tasks that the Vendor shall not exceed for each item during the course of the contract. Vendor will provide timelines per individual unit (e.g. a single award letter generated, a single Tier II Environmental Review complete, a single Inspection unit completed).

	A	B	C
	TASK	TIMEFRAME	VENDOR'S TIMEFRAME
1	(5.2.A.1.a): Vendor shall develop training courses and materials and make trainings and materials available to NCORR. Vendor shall complete training of Case Managers in a timely manner...	Difference between the Effective Date of the Contract and the date that the first weekly Case Management training is completed.	
2	(5.2.A.2.): Vendor shall...assist in coordinating outreach efforts...in accordance with an outreach plan to be developed and approved by NCORR.	Difference between the Effective Date of the Contract and the date that a Communications Plan addressing scope of work items in (5.2.A.2) is presented to NCORR for review and approval.	
3	(5.2.B.1.a) Vendor shall...describe its timeline to standing up a fully functional intake system.	Difference between when NCORR approves intake center locations and when Vendor has established physical centers, hired and trained Intake Specialists, and established all systems to be able to perform all scope of work items in (5.2.B.1).	
4	(5.2.B.1.i) Vendor shall be responsible for efficiently moving applicants from initial application intake through a full file QA/QC and into Step 2 while establishing procedures for lessening the intake of applicant files that result in subsequent denial due to ineligibility.	Difference between when the Applicant's file is complete, a full file QA/QC is complete, when the file is moved into Step 2, and when all of the above is verifiable in the System of Record.	
5	(5.2.B.2.i) Perform all services necessary to determine program eligibility for all applications that are received and completed by homeowners.	Difference between when the QC'd file is uploaded into the System of Record, pushed into Step 2 for Eligibility Review, and when the Eligibility Review is complete and verifiable in the System of Record.	
6	(5.2.B.3.i) Perform all services necessary to verify DOB and VOB for applications that are determined to be eligible for CDBG-DR funding.	Difference between when the file is moved into Step 3 and when the DOB/VOB review and determination is complete and verifiable in the System of Record.	
7	(5.2.B.4.i) Complete Tier I Environmental Reviews. The Tier I Environmental Review shall provide sufficient level of detail to meet HUD expectations and shall meet all HUD, Federal, NCORR, and State regulations.	Difference between when NCORR approves work to begin or complete a Tier I Environmental Review and when the Tier I Environmental Review is verifiably complete.	
8	(5.2.B.5.i) Complete Tier II Environmental Reviews for each eligible property. The Tier II Environmental Review shall provide sufficient level of detail to meet HUD expectations and shall satisfy all HUD, Federal, and State regulations.	Difference between final scope of work determination and when the Tier II Environmental Review is completed and submitted to NCORR for approval.	

9	(5.2.B.6.a) It is the responsibility of the Vendor to ensure Site Inspection of eligible properties are done... to meet all Federal, State, HUD and NCORR regulations	Difference between when the file has completed the Eligibility determination, has been determined Eligible, and when Vendor has satisfactorily completed all steps in (5.2.B.6).	
10	(5.2.B.7.a) Vendor shall perform all services necessary to generate awards following Intake, Eligibility, DOB/VOB, Inspections, and Environmental Reviews.	Difference between when the Vendor has completed all required steps to be moved into the Award determination step and when the award letter, following a full QC and at least all items detailed in (5.2.B.7) have been performed, and delivery of award letter is verifiable in the System of Record.	
11	(5.2.B.8.a) Vendor shall perform all services necessary to complete appeals determinations and deliver Appeals results to applicant.	Difference between when the Appeals process is initiated by the applicant and when Vendor has completed the Appeals review and determination and the Appeals result letter is delivered to the applicant and delivery is verifiable in the System of Record.	
12	(5.2.B.9.a) Vendor shall perform all services necessary to facilitate execution of award offers with applicants.	Difference between when the program participant has accepted the award and when the HOGA is executed and uploaded into the System of Record for 90% of applicants.	
13	(5.2.D.1.a) Coordinate with NCORR teams and State and local officials as directed to establish DRRAs within local communities which will include data analysis, mapping, and cost estimates.	Difference between the Effective Date of the contract and when Vendor has completed the development (analysis and mapping) or incorporation of DRRAs into Vendor's system to allow Vendor to complete scope of work items in (5.2.D.)	
14	(5.2.D.2.a/b) a. Vendor shall develop process maps for the Buyout and Acquisition program for review and approval. b. Vendor shall coordinate with NCORR and its System of Record developers to ensure that business needs for the System of Record are developed to manage the Buyout and Acquisition program.	Difference between the Effective Date of the Contract and when Vendor has completed all items, unless otherwise directed, in (5.2.D.2).	
15	(5.2.D.3.a) Vendor shall... stand up a fully functional Buyout and Acquisition intake system to include at least the staffing and training of skilled intake specialists, application intake scheduling, and the completion of application intake for all eligible property owners within DRRA's.	Difference between when NCORR approves the start of Buyout and Acquisition intake and when Vendor shall complete intake, with a full QA/QC complete, per file.	
16	(5.2.D.4.a) Vendor shall describe how it shall accomplish an Eligibility Review and determination for received and completed applications.	Difference between when the QC'd file is uploaded into the System of Record, pushed into Step 2 for Eligibility Review, and when the Eligibility review is complete and verifiable in the System of Record.	
17	(5.2.D.5.a) Vendor shall describe how it shall perform DOB and VOB services for Applicants that are determined to be eligible for CDBG-DR funding.	Difference between when the file is moved into Step 3 and when the DOB/VOB review and determination is complete and verifiable in the System of Record.	

18	(5.2.D.6.a) Vendor shall provide all inspections and legal work required of HUD, State, or local regulations.	Difference between when the file has completed the Eligibility determination, has been determined Eligible, and when Vendor has satisfactorily completed all steps in (5.2.C.6).	
19	(5.2.D.7.a) Vendor shall describe how it shall perform Appraisal services for Applicants that are determined to be eligible for CDBG-DR funding.	Difference between when the file has completed the Eligibility determination, has been determined Eligible, and when Vendor has satisfactorily completed all steps in (5.2.D.7).	
20	(5.2.D.8.a.i.) Complete Tier II Environmental Reviews for each eligible property. The Tier II Environmental Review shall provide sufficient level of detail to meet HUD expectations and shall satisfy all HUD, Federal, and State regulations.	Difference between final scope of work determination and when the Tier II Environmental Review is completed and submitted to NCORR for approval.	
21	(5.2.D.9.a.) Vendor shall provide all legal work to be performed by North Carolina barred Attorneys required of HUD, State, or local regulations...	Difference between when the file has completed the Eligibility determination, has been determined Eligible, and when Vendor has satisfactorily completed all steps in (5.2.D.9).	
22	(5.2.D.10.a) Vendor shall perform all services necessary to generate offers following at least Intake, Eligibility, DOB/VOB, Inspections, Environmental Reviews, Appraisals, and Title Reviews.	Difference between when the file has completed all required steps to be moved into the Offer determination step and when the Offer, following a full QC and at least all items detailed in (5.2.D.10), has been presented to the applicant and presentation is verifiable in the System of Record.	
23	(5.2.D.11) Vendor shall perform all services necessary to complete appeals determinations and deliver Appeals results to applicant.	Difference between when the Appeals process is initiated by the applicant and when Vendor has completed the Appeals review and determination and the Appeals result letter is delivered to the applicant and delivery is verifiable in the System of Record.	
24	(5.2.D.13.a) Vendor shall perform all services necessary to close and execute Offers with applicants.	Difference between when the program participant has accepted the award and when the Purchase Agreement is executed and uploaded into the System of Record for 90% of applicants.	
25	(5.2.F.1.a) Vendor shall respond with its proposal to stand up a fully functional Small Rental intake system to include at least the staffing and training of skilled intake specialists.	Difference between when NCORR approves the start of Small Rental intake and when Vendor shall complete intake System setup to complete all scope of work items in (5.2.F.1)	
26	(5.2.F.1.a) Vendor shall... be responsible for application intake scheduling, and the completion of application intake.	Difference between when a Small Rental Repair application is received, the application is completed, a full file QA/QC is complete, and all of the above is verifiable in the System of Record.	
27	(5.2.F.2.a) Vendor shall describe how it shall accomplish an Eligibility Review and determination for received and completed applications	Difference between when the QC'd file is uploaded into the System of Record, pushed into Step 2 for Eligibility Review, and when the Eligibility review is complete and verifiable in the System of Record.	

28	(5.2.F.3.a) Vendor shall describe how it shall perform DOB and VOB services for Applicants that are determined to be eligible for CDBG-DR funding.	Difference between when the file has completed Eligibility Review, is determined Eligible, and when the DOB/VOB review and determination is complete and verifiable in the System of Record.	
29	(5.2.F.4.b) Vendor shall perform all services necessary for eligible projects to validate and document reported storm damages. All inspection data and evidence shall be uploaded per file report into the State's System of Record.	Difference between when the file has completed Eligibility Review, has been determined to be Eligible, and when Vendor has completed all steps in (5.2.F.4).	
30	(5.2.F.5.a) Complete Tier II Environmental Reviews for each eligible property.	Difference between final scope of work determination and when the Tier II Environmental Review is completed and submitted to NCORR for approval.	
31	(5.2.F.6.a) Vendor shall perform all services necessary to complete appeals determinations and deliver Appeals results to applicant.	Difference between when the Appeals process is initiated by the applicant and when Vendor has completed the Appeals review and determination and the Appeals result letter is delivered to the applicant and delivery is verifiable in the System of Record.	
32	(5.2.F.7.a) Vendor shall perform all services necessary to execute awards with applicants.	Difference between when the program participant has accepted the award and when the HOGA is executed and uploaded into the System of Record for 90% of applicants.	

ATTACHMENT C: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure the timely submission of proposals.
3. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal.
4. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the State reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.
5. **EXECUTION:** Failure to execute page 1 of the RFP (Execution Page) in the designated space shall render the proposal non-responsive, and it will be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or those in any resulting contract documents, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this RFP, including any negotiated terms; (2) requirements and specifications and administration provisions in Sections 4, 5 and 6 of this RFP; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT D: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT C: INSTRUCTIONS TO VENDORS; (5) ATTACHMENT A: PRICING, and (6) Vendor's proposal.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested in the spaces provided in this document. Further, if required elsewhere in this proposal, each Vendor shall submit with its proposal any sketches, descriptive literature and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a proposal without further consideration.
8. **RECYCLING AND SOURCE REDUCTION:** It is the policy of the State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The Vendor remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Vendors are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable. As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)) the Vendor certifies, by signing this offer that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.
9. **CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA:** As a condition of contract award, each out-of-State Vendor that is a corporation, limited-liability company or limited-liability partnership shall have received, and shall maintain throughout the term of The Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A State contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered as transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.

- 10. SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all print responses submitted meet the following:
- All copies of the proposal are printed double sided.
 - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
 - Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.
- 11. HISTORICALLY UNDERUTILIZED BUSINESSES:** The State is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the State encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on State contracts.
- 12. RECIPROCAL PREFERENCE: Reserved**
- 13. INELIGIBLE VENDORS:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void *ab initio*.
- 14. CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain as confidential trade secrets in its proposal that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked as confidential, the State will notify Vendor of such action and allow Vendor to defend the confidential status of its information.
- 15. PROTEST PROCEDURES:** When a Vendor wishes to protest the award of The Contract awarded by the Division of Purchase and Contract, or awarded by an agency in an awarded amount of at least \$25,000, a Vendor shall submit a written request addressed to the State Purchasing Officer at: Division of Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. A protest request related to an award amount of less than \$25,000 shall be sent to the purchasing officer of the agency that issued the award. The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims. **Note:** Contract award notices are sent only to the Vendor actually awarded the Contract, and not to every person or firm responding to a solicitation. Proposal status and Award notices are posted on the Internet at <https://www.ips.state.nc.us/ips/>. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.
- 16. MISCELLANEOUS:** 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.

- 17. COMMUNICATIONS BY VENDORS:** In submitting its proposal, the Vendor agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this RFP. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the solicitation, during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the Contract), unless the State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's proposal and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation or award of a Contract related to this RFP. Failure to comply with this requirement shall constitute sufficient justification to disqualify a Vendor from a Contract award. Only those communications with the using agency or issuing agency authorized by this RFP are permitted.
- 18. TABULATIONS:** Bid tabulations can be electronically retrieved at the IPS, <https://www.ips.state.nc.us/ips/BidNumberSearch.aspx>. Click on the IPS BIDS icon, click on Search for Bid, enter the bid number, and then search. Tabulations will normally be available at this web site not later than one working day after the bid opening. Lengthy or complex tabulations may be summarized, with other details not made available on IPS, and requests for additional details or information concerning such tabulations cannot be honored.
- 19. VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** The North Carolina electronic Vendor Portal (eVP) allows Vendors to electronically register for free with the State to receive electronic notification of current procurement opportunities for goods and Services of potential interests to them available on IPS, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website: <http://ncadmin.nc.gov/about-doa/divisions/purchase-contract>.
- 20. WITHDRAWAL OF PROPOSAL:** Proposals that have been delivered by hand, U.S. Postal Service, courier or other delivery service may be withdrawn **only** in writing and if receipt is acknowledged by the office issuing the RFP prior to the time for opening proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). Written withdrawal requests shall be submitted on the Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of proposals shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.
- 21. INFORMAL COMMENTS:** The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in writing in this RFP and in formal Addenda issued through IPS.
- 22. COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred or associated with the preparation of proposals.
- 23. VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
- 24. INSPECTION AT VENDOR'S SITE:** The State reserves the right to inspect, at a reasonable time, the equipment, item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the State's determination that such equipment, item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

ATTACHMENT D: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

1. PERFORMANCE AND DEFAULT:

- a) It is anticipated that the tasks and duties undertaken by the Vendor shall include services or the manufacturing, furnishing, or development of goods and other tangible features or components as deliverables that are directly correlated and/or ancillary to the services performed. Except as provided immediately below, and unless otherwise mutually agreed in writing prior to award, any service deliverables or ancillary services provided by Vendor in performance of the contract shall remain property of the State. During performance, Vendor may provide proprietary components as part of the service deliverables that are identified in the solicitation response. Vendor grants the State a personal, permanent, non-transferable license to use such proprietary components of the service deliverables and other functionalities, as provided under this Agreement. Any technical and business information owned by Vendor or its suppliers or licensors made accessible or furnished to the State shall be and remain the property of the Vendor or such other party, respectively. Vendor agrees to perform its services under the contract in the same or similar manner provided to comparable users. The State shall notify the Vendor of any defects or deficiencies in performance of its services or failure of service deliverables to conform to the standards and specifications provided in this solicitation. Vendor agrees to remedy defective performance or any nonconforming deliverables upon timely notice provided by the State.
- b) Vendor has a limited, non-exclusive license to access and use State Data provided to Vendor, but solely for performing its obligations under this Agreement and in confidence as may be further provided herein. Vendor or its suppliers shall at a minimum, and except as otherwise specified and agreed herein, provide assistance to the State related to all services performed or deliverables procured hereunder during the State's normal business hours. Vendor warrants that its support, customer service, and assistance will be performed in accordance with generally accepted and applicable industry standards.
- c) If, through any cause, Vendor shall fail to fulfill in a timely and proper manner the obligations under The Contract, the State shall have the right to terminate The Contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverables under The Contract prepared by the Vendor shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of The Contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State may require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to the State.
- d) In the event of default by the Vendor, the State may procure the goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Vendor under The Contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately cease doing business with the Vendor, immediately terminate The Contract for cause, and may take action to debar the Vendor from doing future business with the State.

2. GOVERNMENTAL RESTRICTIONS: In the event any Governmental restrictions are imposed which necessitate alteration of the goods, material, quality, workmanship or performance of the Services offered prior to acceptance, it shall be the responsibility of the Vendor to notify the Contract Administrator at once, in writing, indicating the specific regulation which required such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

3. AVAILABILITY OF FUNDS: Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in The Contract.

4. TAXES: Any applicable taxes shall be invoiced as a separate item.

- a) G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of

tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

- b) The agency(ies) participating in The Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
- c) Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

5. **SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.

6. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of a correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.

7. **AFFIRMATIVE ACTION:** The Vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal (including but not limited to 41 CFR § 60-1.4) and State law.

8. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

9. **INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY:** Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with The Contract.

- a) Vendor warrants to the best of its knowledge that:
 - i. Performance under The Contract does not infringe upon any intellectual property rights of any third party; and
 - ii. There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;
- b) Should any deliverables supplied by Vendor become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United States, the Vendor, shall at its option and expense, either procure for the State the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Vendor's judgment, or if further use shall be prevented by injunction, the Vendor agrees to cease provision of any affected deliverables and refund any sums the State has paid Vendor and make every reasonable effort to assist the State in procuring substitute deliverables. If, in the sole opinion of the State, the cessation of use by the State of any such deliverables due to infringement issues makes the retention of other items acquired from the Vendor under this Agreement impractical, the State shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the State paid for unused Services or Deliverables.
- c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the deliverables supplied by the Vendor, their use or operation, infringes on a patent, copyright, trademark or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. Such defense and payment shall be conditioned on the following:

- i. That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and
- ii. That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.
- d) Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation results from the State's material alteration of any Vendor-branded deliverables or services, or from the continued use of the deliverable(s) or Services after receiving notice of infringement on a trade secret of a third party.

10. TERMINATION FOR CONVENIENCE: If this contract contemplates deliveries or performance over a period of time, the State may terminate this contract at any time by providing 15 days' notice in writing from the State to the Vendor. In that event, any or all finished or unfinished deliverables prepared by the Vendor under this contract shall, at the option of the State, become its property. If the contract is terminated by the State as provided in this section, the State shall pay for those items for which such option is exercised, less any payment or compensation previously made.

11. ADVERTISING: Vendor agrees not to use the existence of The Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or Services. A Vendor may inquire whether the State is willing to act as a reference by providing factual information directly to other prospective customers.

12. ACCESS TO PERSONS AND RECORDS: During and after the term hereof, the State Auditor and any using 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).

13. ASSIGNMENT: No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted.

However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the State may:

- a) Forward the Vendor's payment check directly to any person or entity designated by the Vendor, and
- b) Include any person or entity designated by Vendor as a joint payee on the Vendor's payment check.

In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the State may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of The Contract.

14. INSURANCE:

COVERAGE - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

- a) **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-contracted, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract within the State.
- b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense cost shall be in excess of the limit of liability.
- c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of The Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or The Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

15. GENERAL INDEMNITY: The Vendor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days from the date that the State has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Vendor deliverables or Services to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.

16. ELECTRONIC PROCUREMENT:

a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third-party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

b) **Reserved**

c) **Reserved**

d) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State-approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.

e) Vendor shall at all times maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges by such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by email. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

17. SUBCONTRACTING: Performance under The Contract by the Vendor shall not be subcontracted without prior written approval of the State's assigned Contract Administrator. Unless otherwise agreed in writing, acceptance of a Vendor's proposal shall include approval to use the subcontractor(s) that have been specified therein.

18. CONFIDENTIALITY: Any State information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval of the State.

19. CARE OF STATE DATA AND PROPERTY: The Vendor agrees that it shall be responsible for the proper custody and care of any data owned and furnished to the Vendor by the State (State Data), or other State property in the hands of the Vendor, for use in connection with the performance of The Contract or purchased by or for the State for The Contract. Vendor will reimburse the State for loss or damage of such property while in Vendor's custody.

The State's Data in the hands of the Vendor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or other eventuality. Such State Data shall be returned to the State in a form acceptable to the State upon the termination or expiration of this Agreement. The Vendor shall notify the State of any security breaches within 24 hours as required by G.S. 143B-1379. See G.S. 75-60 *et seq.*

- 20. OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to the State of North Carolina or any of its agencies shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such performance, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State agency responsible for the contract.

Vendor shall give notice to the using agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons providing performance under a State contract to a location outside of the United States.

- 21. COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

- 22. ENTIRE AGREEMENT:** This RFP and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda hereto, and the Vendor's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

- 23. ELECTRONIC RECORDS:** The State will digitize all Vendor responses to this solicitation, if not received electronically, as well as any awarded contract together with associated procurement-related documents. These electronic copies shall constitute a preservation record and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."

- 24. AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the State and the Vendor.

- 25. NO WAIVER:** Notwithstanding any other language or provision in The Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the State under applicable law. The waiver by the State of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.

- 26. FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

- 27. SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the State under applicable law.

ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with NC General Statute 143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of this Contract. The State will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

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

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

1. List the location(s) outside the United States where work under this Contract will be performed by the Vendor, any sub-Contractors, employees, or other persons performing work under the Contract:

2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

b) The Vendor agrees to provide notice, in writing to the State, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other persons performing services under the Contract outside of the United States YES NO

NOTE: All Vendor or sub-Contractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall** disclose to inbound callers the location from which the call or contact center services are being provided.

c) Identify all U.S. locations at which performance will occur:

ATTACHMENT F: HISTORICALLY UNDERUTILIZED BUSINESSES INFORMATION

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330. The Vendor shall respond to question a) and b) below.

- a) Is Vendor a Historically Underutilized Business? **Yes** **No**

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

ATTACHMENT G: NCORR RULES AND REGULATIONS

The following are the requirements that Vendor must agree to in order to be awarded any contract under this RFP. If Vendor is unwilling to meet any of these requirements, Proposer should not submit a bid.

1. **No governmental non-competes.** Vendor shall not impose or enforce any non-competition agreement upon the employees included in Vendor's bid that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Contract. By executing this RFP the Vendor affirms this condition, as directed in the VENDOR EXPERIENCE SECTION 4.5 section of this RFP. This affirmation is a material condition for the State's award of any work under this RFP.
2. **Background Checks.** All proposed or replaced staff must have national criminal background checks available for review by NCORR. Upon selection, respondents will provide copies of current national criminal background checks on any proposed employees for NCORR review and approval.
3. **Availability of Personnel.** It is expected that the proposed personnel will remain committed, as long as those individuals continue to be available to the firm. Please be advised that the awarded Vendor may not change proposed project team members or their fulltime/part-time status during the term of the Contract without the prior written consent of NCORR.
4. **Reporting.** The awarded Vendor will be required to submit reports to NCORR including performance metrics for the Vendor-provided staff. The awarded Vendor will be responsible for developing the template for these monthly reports subject to the approval of NCORR. See Section 6.3
5. **Program Monitoring.** Vendor agrees to assist and cooperate with the Federal grantor agency and NCORR or their duly designated representatives in the monitoring of the project or projects to which this contract relates, and to provide in form and manner approved by NCORR such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
6. **Termination for Cause.** If through any cause, Vendor shall fail to fulfill in a timely or proper manner any obligations under this Contract, or if Vendor shall violate any of the covenants, agreements, or stipulations of the Contract, NCORR shall thereupon have the right to terminate this Contract by giving written notice to Vendor of such termination and specifying the effective date of such termination. Unless a shorter time is determined by NCORR to be necessary, NCORR shall effect termination according to the following procedure:
 - a. **Notice to Cure.** NCORR shall give written notice of the conditions of default, setting for the ground or grounds upon which such default is declared ("Notice to Cure"). The Vendor shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default.
 - b. **Notice of Termination.** If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, NCORR may terminate the Contract, in whole or in part. NCORR shall give the Vendor written notice of such termination ("Notice of Termination"), specifying the applicable provision(s) under which the Contract is terminated and the effective date of the termination.
 - c. In such event, all finished or unfinished documents, data, studies, and reports prepared by Vendor entitle Vendor's receipt of just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, Vendor shall not be relieved of liability to NCORR for damage sustained to NCORR by virtue of any breach of this Contract by Vendor. NCORR may withhold any payments to Vendor for the purpose of set off until such time as the exact amount of damages due NCORR from Vendor is determined.

7. **Funding Contingency.** The awarded Contract may be suspended and/or terminated without liability to the State if the CDBG-DR grant is suspended or terminated, and unless and until the State or NCORR receives Community Development funds in an amount that is deemed sufficient to enable it to fund the Contract awarded, the State or NCORR is under no obligation to make any payments to the Vendor.
8. **Civil Rights Requirements.** Vendor shall comply with all civil-rights related requirements, pursuant to 24 CFR § 570.503(b)(5).
9. **Equal Employment Opportunity.** During the performance of this Contract, Vendor agrees to comply with 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
10. **Anti-Discrimination.** Vendor will comply with the following clauses: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.
11. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
12. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
13. **Environmental Compliance.** If the Contract awarded hereby amounts to more than \$100,000.00, Vendor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7401-7671q.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11 738, Environmental Protection Agency (EPA) regulations (40 CFR, 15) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the EPA.

14. **Debarment and Suspension (Executive Orders 12549 and 12689).** Vendor is ineligible for an award under this RFP if they are listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
15. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Vendor and its subcontractors must file the required anti-lobbying certification. Each contracting tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
16. **Procurement of Recovered Materials.** Vendor must comply with Section 6002 of the Solid Waste Disposal Act, P.L. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ K; 2 C.F.R. § 200.322; Chapter V, ¶ 7. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
17. **Section 3 Clause.** Vendor will comply with the following clauses from 24 CFR 135.38:
- a. The work performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3).
 - b. The Parties agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by this Contract, the Parties certify they are under no contractual obligations or other impediment that would prevent them from complying with the part 135 regulations.
 - c. Vendor agrees to send each labor organization or representative or workers with which Vendor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of Vendor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training position, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the expected date the work shall begin.
 - d. Vendor agrees to include this section 3 clause in every subcontract subject to compliance with regulations 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. Vendor will not subcontract with any subcontractor where Vendor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - e. Vendor will certify that any vacant employment positions, including training positions, that are filled (1) after Vendor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent Vendor's obligations under 24 CFR part 135.

- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract.
18. **Women and Minority Owned Businesses.** 2 C.F.R. § 200.321 requires that all necessary affirmative steps are taken by the State and Vendor to assure that minority and women's businesses are used when possible, and N.C. Gen. Stat. 143-128.2 establish a ten percent (10%) goal for participation by minority and women owned businesses in total value of work performed for the State.
19. **Access of the State of North Carolina (i.e., its agencies), HUD and Others to CDBG-DR Documents, Papers, and Books.** Vendor agrees to allow the departments and agencies of the State of North Carolina, HUD, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of Vendor which are directly pertinent to the CDBG-DR Program for the purpose of making audits, examinations, excerpts, and transcriptions.
20. **Records.** All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under the grant for this project have been closed. 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 five (5) year 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 five (5) year period, whichever is later.
21. **Changes.** NCORR may, from time to time, request changes in the scope of the work of Vendor to be performed hereunder. Such changes, including any increase or decrease in the amount of Vendor's compensation which are mutually agreed upon by and between NCORR and Vendor, shall be incorporated in written and executed amendments to this Contract.
22. **Energy Efficiency.** All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).
23. **Personnel.** Vendor represents that it has, or will secure at its own expense, all personnel required in performing the work under this Contract. Such personnel shall not be employees of or have any contractual relationship with NCORR. All of the work required hereunder will be performed by Vendor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and State law to perform such work. No person who is serving a sentence in penal or correctional institution shall be employed to work under this Contract.
24. **Compliance with Office of Management and Budget.** Vendor agrees to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.
25. **Program Fraud and False or Fraudulent Statements or Related Acts.** Vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.

ATTACHMENT H: CDBG-DR RULES AND REGULATIONS

CDBG Compliance Provisions

The Homeowner/Contractor Agreement will be subject to the following laws, rules and regulations, as the same may be amended from time to time.

- A. Provisions Required by Law Deemed Inserted: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
- B. Flood Disaster Protection: This Contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this Contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201 (d) of said Act; and the use of any assistance provided under this Contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

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

- C. Drug Free Workplace: Contractor hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended, and with 24 CFR Part 21.
- D. Protection of Lives and Health: Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518) Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 7, 1971, Title 29 – LABOR, shall be observed and Contractor shall take or cause to be taken, such additional safety and health measures as NCORR may determine to be reasonably necessary.
- E. Danger Signals and Safety Devices: Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case Contractor fails or neglects to take such precautions, NCORR may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by NCORR does not relieve the Contractor of any liability incurred under these specifications or contract.
- F. Lead Based Paint Hazards: The reconstruction and rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and its Subcontractors shall comply with the provisions for the elimination and reduction of lead-based paint hazards under Subpart B of said regulations.
- G. Use of Explosives: When the use of explosives is necessary for the prosecution of the work, Contractor shall observe all local, state and federal laws in purchasing and handling explosives. Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

Contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of Contractor or his Surety for damages that may be caused by such use.

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

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

- I. Copyright: No materials, to include but not limited to reports, maps, State provided home plans and specifications, any public record, or documents resulting from this request for prequalification, HRP contractor-homeowner contracts, and related HRP and/or CDBG-DR documents pertaining to procurement, contract administration, contract monitoring, and/or contract auditing, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of NCORR, other agencies of State of North Carolina, and/or agencies of the United States (e.g., HUD and FEMA) and all such rights shall belong to NCORR or such other governmental entities. A prequalified contractor and/or its designer that prepares home plans and specifications for any HRP project shall retain all rights of ownership in any proprietary and/or intellectual property but shall grant limited licenses to NCORR, HUD, FEMA, DOC and homeowners to use these plans and specifications limited to the construction of an HRP project and for any governmental administrative use and/or reporting requirements. The prequalified contractor and/or its design firm may enter into license agreements or otherwise sell their home plans and specifications to other prequalified contractors for use on other NCORR and/or county CDBG-DR HRP projects, HMGP project and/or State DRA projects subject to any State, federal and/or local laws, rules and/or ordinances.
- J. Confidential Findings: Some of the reports, information, data, etc. (e.g., homeowner personally identifying information such as income, tax, social security numbers, birthdates, driver's license numbers), prepared or assembled by NCORR, DOC, HUD, FEMA, counties, other governmental agency, and/or the Contractor under award HRP contracts may be confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the appropriate governmental entity that authored the information, requested the information and/or responsible for the program that the contractor is performing the work that generated the confidential information. Contractor understands that most documents and billing will be public records and contractor will have to have to consult with the governmental entity to determine whether in proposed document may be submitted to the governmental entity with confidential and the method used to maintain confidential if the document contains confidential information.
- K. Conflict of Interest: No member, officer, or employee of NCORR or the local jurisdictions served through this Contract, or agent, consultant, or member of the DPS, or other public official who exercises or has exercised any functions or responsibilities with respect to this Contract during his or her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Contract or in any activity or benefit with regard to the Contract.

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

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

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

- L. Interest of Contractor: Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance or services hereunder. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.
- M. Political Activity: Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.
- N. Personnel: Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with NCORR or other governmental entity involved in other State or federal disaster recovery programs.

All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

- O. Assignability: Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of NCORR provided that claims for money due or to become due the Contractor from NCORR under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to NCORR.