

STATE OF NORTH CAROLINA

DEPARTMENT OF PUBLIC SAFETY

**NORTH CAROLINA OFFICE OF RECOVERY AND
RESILIENCY (NCORR)**

Invitation for Bid #: 19-IFB-015055-DAD

Manufactured Housing Units (MHU)

Date Issued: May 14, 2020

Bid Opening Date: June 16, 2020

At 2:00 PM ET

PLEASE NOTE: The DPS Purchasing & Logistics office is making every effort to minimize coronavirus contagion. While all bid openings are public events, and they will continue to be conducted in our offices as scheduled, we are strongly urging vendors to forego attendance at bid openings if possible. As an alternative, please remember that tabulations of all bid openings are available on the Interactive Purchasing System website by close of business on the day of opening.

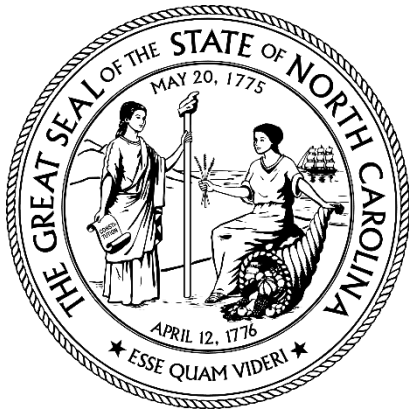
Direct all inquiries concerning this IFB to:

Angie Dunaway

NCORR Procurement Director

Email: angie.dunaway@ncdps.gov

Phone: 919-324-6228



STATE OF NORTH CAROLINA

Invitation for Bid (IFB)

19-IFB-015055-DAD

For internal State agency processing, including tabulation of bids in the Interactive Purchasing System (IPS), 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 shall be filled out and returned with your bid.
Failure to do so shall be sufficient cause to reject your bid.**

ID Number:

Federal ID Number or Social Security Number

Vendor Name

STATE OF NORTH CAROLINA
Department of Public Safety

Refer <u>ALL</u> Inquiries regarding this IFB to: Angie Dunaway	Invitation for Bids #: 19-IFB-015055-DAD
	Bids will be publicly opened: June 16, 2020 at 2:00 p.m. ET
Contract Type: Agency Specific	Using Agency: NCORR
Commodity No.: 155-50 Manufactured Homes	Requisition No.: N/A

EXECUTION

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, the undersigned Vendor certifies that this bid 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 bid, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. 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 IFB, 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 bid response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor's 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 IFB, 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. This procurement complies with the State's own procurement laws, rules and procedures per 2 CFR § 200.317.*

Failure to execute/sign bid prior to submittal shall render bid invalid and it WILL BE REJECTED. Late bids 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 90 days from date of bid opening, unless otherwise stated here: _____ days. After this date, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BID

If any or all parts of this bid are accepted by the State of North Carolina, an authorized representative of the Department of Public Safety shall affix his/her signature hereto and this document and all provisions of this Invitation for Bid along with the Vendor bid 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).

<p>FOR STATE USE ONLY: Offer accepted and Contract awarded this ____ day of _____, 2020, as indicated on the attached certification, by _____</p> <p>(Authorized Representative of the Department of Public Safety).</p>

Table of Contents

1.0	PURPOSE AND BACKGROUND	4
2.0	GENERAL INFORMATION.....	4
2.1	INVITATION FOR BIDS DOCUMENT	4
2.2	NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS.....	4
2.3	IFB SCHEDULE	4
2.4	BID QUESTIONS	5
2.5	BID SUBMITTAL	5
2.6	E-PROCUREMENT SOLICITATION	6
2.7	BID CONTENTS.....	6
2.8	DEFINITIONS, ACRONYMS, AND ABBREVIATIONS.....	6
3.0	METHOD OF AWARD AND BID EVALUATION PROCESS.....	7
3.1	METHOD OF AWARD.....	7
3.2	CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION.....	7
3.3	BID EVALUATION PROCESS.....	8
3.4	PERFORMANCE OUTSIDE THE UNITED STATES	8
3.5	INTERPRETATION OF TERMS AND PHRASES	9
4.0	REQUIREMENTS.....	9
4.1	CONTRACT TERM.....	9
4.2	PRICING	9
4.3	INVOICES	9
4.4	SUITABILITY FOR INTENDED USE	10
4.5	CODES AND STANDARDS	10
4.6	SUBSTITUTIONS.....	10
4.7	TRANSPORTATION AND IDENTIFICATION	10
4.8	DELIVERY.....	10
4.9	AUTHORIZED RESELLER.....	11
4.10	PRODUCT RECALL.....	11
4.11	WARRANTY	11
4.12	LICENSING	11
4.13	TITLE	11
4.14	CONCURRENT CONTRACTS	11
4.15	FINANCIAL STABILITY.....	11
4.16	REFERENCES.....	11
4.17	BACKGROUND CHECKS	12
4.18	VENDOR’S REPRESENTATIONS	12
5.0	SCOPE OF WORK.....	13
5.1	GENERAL	13
5.2	SPECIFICATIONS.....	14
5.3	INSPECTION.....	17
5.4	DEVIATIONS.....	17
5.5	CERTIFICATION AND SAFETY LABELS.....	17
5.6	ACCEPTANCE OF WORK.....	18
5.7	LIQUIDATED DAMAGES	18

6.0 CONTRACT ADMINISTRATION..... 18

- 6.1 PROJECT MANAGER AND CUSTOMER SERVICE 18
- 6.2 POST AWARD MANAGEMENT REVIEW MEETINGS..... 18
- 6.3 DISPUTE RESOLUTION..... 19
- 6.4 CONTRACT CHANGES 19

ATTACHMENT A: PRICING..... 20

ATTACHMENT B: PRODUCT INFORMATION 21

ATTACHMENT C: INSTRUCTIONS TO VENDORS..... 22

ATTACHMENT D: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS 25

ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR 30

ATTACHMENT F: HISTORICALLY UNDERUTILIZED BUSINESSES INFORMATION..... 31

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION 32

ATTACHMENT H: NCORR RULES AND REGULATIONS 33

ATTACHMENT I: CDBG-DR RULES AND REGULATIONS 37

1.0 PURPOSE AND BACKGROUND

The North Carolina Department of Public Safety, Office of Recovery and Resiliency (NCORR) is soliciting bids from qualified Vendors to provide Manufactured Housing Units (MHU) in order to respond to and satisfy the needs of the State during disaster recovery. Projects will be funded through the State of North Carolina's Community Development Block Grant-Disaster Recovery (CDBG-DR) funding in response to Hurricanes Matthew and Florence, any other CDBG-DR, CDBG, or CDBG-MIT grants provided by HUD to NCORR during the term of this contract, and any other recovery sources of funding managed by NCORR during the term of this contract. This IFB is for an Agency Specific contract. Any quantities indicated herein are estimates only and are submitted simply as a guide for anticipated usage. The State anticipates that approximately 300 to 3,000 homes may be purchased from this contract, but since each emergency is unique, it shall be understood that NCORR may purchase more or less than the estimates referenced in this document. There are no maximum or minimum quantity guarantees.

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

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BIDS DOCUMENT

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

2.2 NOTICE TO VENDORS REGARDING IFB 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 IFB and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued concerning this IFB.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this IFB (including proposed alternate language), those **must** be submitted as questions in accordance with the instructions in Section 2.4 BID QUESTIONS. If the State determines that any changes will be made resulting from the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for post-contract 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 bid. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. *Vendor's bid shall constitute a firm offer.* **By execution and delivery of a bid in response to this IFB, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposefully 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 bid as nonresponsive. Any bid that contains language that indicates the bid is non-binding or subject to further negotiation before a contractual document may be signed shall be rejected.**

2.3 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	May 14, 2020
Submit Written Questions	Vendor	May 26, 2020 by 2:00 PM ET
Provide Responses to Questions	State	May 28, 2020
Submit Bids	Vendor	June 16, 2020 by 2:00 PM ET
Contract Award	State	As soon as possible after evaluation

2.4 BID QUESTIONS

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

Written questions shall be e-mailed to angie.dunaway@ncdps.gov by the date and time specified above. Vendors will enter “**IFB #19-IFB-015055-DAD Questions**” as the subject for the email. Question submittals will include a reference to the applicable IFB section and be submitted in a format shown below:

Reference	Vendor Question
IFB 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 the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise concerning this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

2.5 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk for late submission due to unintended or unanticipated delay—whether submitted, delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor’s sole responsibility to ensure its bid has been submitted to this Office by the specified time and date of opening. The date and time of submission will be marked on each bid when received, and any bid received after the bid submission deadline shall be rejected. Sealed bids, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity and service as described herein.

Vendors shall deliver to the address identified in the table below: **one (1) original copy** and **one (1) electronic copy** (un-redacted) of its executed bid on a flash drive, and, if required for confidentiality, **one (1) redacted copy** of your bid (with proprietary and confidential information redacted, including redaction of federal ID number) on a separate flash drive. Clearly mark on the electronic media whether it contains a redacted or unredacted copy.

All bids shall be submitted in a sealed envelope. Clearly mark each package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table, below. File contents **shall NOT** be password-protected but, shall be in .PDF or .XLS format, and shall be capable of being copied to other sources.

If Vendor is submitting more than one bid, each bid shall be submitted in separate sealed envelope and marked accordingly. For delivery purposes, separate sealed bids from a single Vendor may be included in the same outer package. Do not include bids for more than one solicitation in the same package. Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a vendor’s bid(s). **Attempts to submit a bid via facsimile (FAX) machine, telephone or e-mail, in response to this IFB shall NOT be accepted.**

<p>MAILING ADDRESS FOR DELIVERY OF BID VIA U.S. POSTAL SERVICE AND BY ANY OTHER MEANS, SPECIAL DELIVERY, HAND DELIVERY, OVERNIGHT DELIVERY OR BY ANY OTHER CARRIER</p>
<p><i>BID NUMBER: 19-IFB-015055-DAD Attn: Angie Dunaway NC Department of Public Safety Purchasing and Logistics 3030 Hammond Business Place Raleigh, NC 27603</i></p>

2.6 E-PROCUREMENT SOLICITATION

ATTENTION: This is an E-Procurement solicitation. See Paragraph #16 of Attachment D: North Carolina General Contract Terms and Conditions.

The Terms and Conditions made part of this solicitation contain language necessary for North Carolina's Statewide E-Procurement Services. It is the Vendor's responsibility to read these terms and conditions carefully and to consider them in preparing its bid. By execution of this IFB, Vendor agrees to and acknowledges acceptance of all terms and conditions, including those related to E-Procurement usage. General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

2.7 BID CONTENTS

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

- a) Completed and signed version of EXECUTION PAGE, along with the body of the IFB and signed receipt pages of any addenda released in conjunction with this IFB (if required to be returned).
- b) Copies of Certificates applicable by 24 CFR 3280 per Section 4.5
- c) Reseller Authorization per Section 4.9
- d) Manufacturers Warranties per Section 4.11
- e) Licensing per Section 4.12
- f) Demonstration of Vendor's References, Section 4.16
- g) Completed version of ATTACHMENT A: PRICING FORM
- h) Completed version of ATTACHMENT B: PRODUCT INFORMATION
- i) ATTACHMENT C: INSTRUCTIONS TO VENDORS
- j) ATTACHMENT D: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
- k) Completed version of ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR
- l) Completed and signed version of ATTACHMENT F: HISTORICALLY UNDERUTILIZED BUSINESS INFO
- m) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- n) ATTACHMENT H: NCORR RULES AND REGULATIONS
- o) ATTACHMENT I: CDBG-DR RULES AND REGULATIONS

2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **AGENCY SPECIFIC TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities for a single entity.
- b) **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial bid, made in response to a request by the issuing agency.
- c) **CONTRACT:** A contract resulting from or arising out of Vendor responses to this solicitation document.
- d) **CONTRACT LEAD:** Representative of the NCORR identified on the first page of this IFB who will correspond with potential Vendors concerning solicitation issues and will contract with the Vendor providing the best offer to the State, and is the individual who will administer the Contract for the State.
- e) **E-PROCUREMENT SERVICES:** The program, system, and associated Services through which the State conducts electronic procurement.
- f) **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request Vendors to separately identify freight charges in its bid, but no amount or charge not included as part of the total bid price will be paid.

- g) **IFB:** Invitation for Bids.
- h) **LOT:** A grouping of similar products within this IFB.
- i) **MHU:** Manufactured Housing Unit.
- j) **NCORR:** North Carolina Office of Recovery and Resiliency.
- k) **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.
- l) **PRINCIPLE PLACE OF BUSINESS:** That principle place from which the overall trade or business of the Vendor is directed or managed.
- m) **QUALIFIED BID:** A responsive bid submitted by a responsible Vendor.
- n) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- o) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- p) **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.
- q) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to an Invitation for Bids. Following award of a contract, the term refers to an entity receiving such an award.

3.0 METHOD OF AWARD AND BID 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 bids will be evaluated and award or awards will be made based on the qualified bid(s) offering the lowest price that meet the requirements set out herein.

While the intent of this IFB 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 any portion of the goods or Services or to cancel this IFB 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 IFB. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of bid 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 bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date bids are opened through the date the contract is awarded—each Vendor submitting a bid (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the purchaser named above, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers or relates to the content of Vendor's bid or qualifications, the contents of another Vendor's bid, another Vendor's qualifications or ability to perform the contract, or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of bids or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless the State makes a written determination, in its 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. If a Vendor, its sub-contractor or supplier

engage in any of the foregoing communications during the time that the solicitation is open (i.e., the issuance date of the procurement to the date of bid opening), such conduct shall constitute sufficient cause to disqualify the Vendor's bid. Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or general inquiries directed to the Contract Lead named in the IFB and regarding requirements of the IFB (prior to bid submission) or the status of the contract award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

The State shall review all Vendor responses to this IFB to confirm that each one complies with the specifications and requirements of the IFB.

The State will conduct an evaluation of Bids, as follows:

Bids will be received from each responsive Vendor in a sealed envelope package.

All bids shall be received by the issuing agency not later than the date and time specified on the cover sheet of this IFB, or as modified by bid addenda.

At the date and time specified as the bid opening, the bids from each responding Vendor will be opened publicly and the name of the Vendor will be announced.

At its option, the State may request clarifications, oral presentations or discussions with any or all Vendors in order to clarify or to amplify the materials presented in any part of the bid or requested in the IFB. Vendors are cautioned, however, that the State is not required to request presentations or other clarification—and often does not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

The State reserves the right to reject all original offers and request one or more of the Vendors submitting bids to submit a best and final offer (BAFO), based on discussions and negotiations with the State, if the initial responses to the IFB 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 IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all bids at any time if such rejection is deemed to be in the best interest of the State.

3.4 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 IFB, the State may also consider—for purposes of evaluating proposed or actual contract performance outside of the United States and to ensure that any award will be in the best interest of the State—how that performance may affect or be affected by the following factors:

- 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

3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract that results from this procurement. As such, all terms in the Invitation for Bids 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 bids should be evaluated or rejected, the Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department's needs as described in the IFB. Except as specifically stated in the Invitation for Bids, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement, if determined to be essential under the circumstances then existing, may result in the Department exercising its discretion to reject a bid in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better bid, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.4.

4.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of contract award (the "Effective Date").

At the end of the Contract's initial 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 two additional one-year terms. 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

Bid price shall constitute the total cost to the State, including all applicable charges for shipping, delivery, handling, and all administrative and other fees. Vendor shall not invoice for any amounts not specifically allowed for in this IFB. Complete ATTACHMENT A: PRICING FORM and include with Bid Response.

4.3 INVOICES

Invoices shall be submitted monthly to NCORR, no later than the 15th of the month following the invoiced work. Invoices shall include detailed line item information to allow NCORR to verify pricing including any supporting documentation required. At a minimum, the following fields shall be included on all invoices:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

At this time, invoices shall be emailed to an email address which shall be given in writing at a later date. Should the method of submitting invoices change, NCORR will send that change in writing.

Material Safety Data Sheets: In addition to meeting Federal and State Laws and requirements concerning hazardous chemicals, Vendor shall forward with each invoice a proper and current Material Safety Data Sheet (MSDS). Furthermore, Vendor shall furnish the State and/or its agencies additional MSDSs as requested.

4.4 SUITABILITY FOR INTENDED USE

Vendors are requested to offer only comparable items which will provide the equivalent capabilities, features and diversity called for herein. The State reserves the right to evaluate all bids for suitability for the required use and to award as best meets NCORR's requirements and considered to be in the State's best interest. *Appliances and other equipment procured shall be Energy Star compliant where applicable. Manufacturing and/or construction of manufactured homes as well as goods acquired for construction or renovation projects shall meet all applicable North Carolina Building and Energy Codes, as amended, that address lighting and thermal efficiency, such as, but not limited to the use of LED lighting as applicable (42 U.S.C. § 6201, 6322).*

4.5 CODES AND STANDARDS

All Vendors shall comply with the manufactured housing construction laws, building codes and safety codes of North Carolina. Department of Housing and Urban Development Title 24 Housing and Urban Development, Subtitle B – Regulations Relating to Housing and Urban Development, Chapter XX, Part 3280- Manufactured Home Construction and Safety Standards are applicable and must be adhered to, to include all sub-referenced standards denoted in § 3280.4. Where a conflict is found between North Carolina construction laws, building codes, and safety codes and 24 CFR 3280, North Carolina laws and codes shall be followed for they are equal to or more stringent than 24 CFR 3280. **Copies of certificates applicable by 24 CFR 3280 or other standards, codes, or laws shall be attached to Vendor's bid response.**

Note: All materials, equipment and installation shall be in compliance with the State Building Code, OSHA, Department of Insurance requirements and all Federal, State and local codes/laws that are applicable. Installation shall be in compliance with the manufacturer's recommendations. Any conflicts between the attached specifications and the State Building Code shall be resolved in favor of the code.

4.6 SUBSTITUTIONS

Substitutions are not permitted without prior written approval from NCORR. Failure by the Vendor to comply with this requirement may result in the removal of the Vendor from the contract and/or considered a default in performance.

4.7 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to location stated in Section 4.8 with all transportation costs included in the total bid price.

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifest to ensure proper identification and payment of invoices.

4.8 DELIVERY

The Vendor shall complete delivery to the North Carolina Global TransPark located at 3800 North Carolina Hwy 58, Kinston, NC 28501 within 21 (twenty-one) days after receipt of order. Delivery may be required on weekends and/or during holidays.

For completion by Vendor: Delivery will be made from _____ (city, state) within _____ consecutive calendar days after receipt of purchase order. Promptness of delivery may be used as a factor in the award criteria.

The awarded Vendor(s) will complete deliveries on an on-going basis. The State expects the delivery schedule offered herein to be firm and fully expects compliance with the stated delivery schedule. Failure of the awarded Vendor(s) to meet stated delivery schedules may be cause for removal from the contract. In the event the delivery is not received within the contract delivery period, the awarded Vendor may be held in default in accordance with paragraph 1, DEFAULT AND PERFORMANCE BOND, in the North Carolina General Contract Terms and Conditions, and the State may procure the articles or services from other sources and hold the Vendor responsible for any excess cost occasioned thereby. If circumstances beyond the control of the Vendor result in a late delivery, it is the responsibility and obligation of the Vendor to make the details known immediately to NCORR.

4.9 AUTHORIZED RESELLER

The Vendor shall be authorized by the manufacturer to resell the products and/or warranty offered in this IFB. **The Vendor shall provide with its bid response a signed statement from the manufacturer confirming authorization.** Failure to provide the statement shall constitute sufficient grounds for rejection of Vendor’s offer, in the discretion of the State.

4.10 PRODUCT RECALL

Vendor expressly assumes full responsibility for prompt notification to the Buyer listed on the face of this IFB of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support the State, as necessary, to promptly replace any such products, at no cost to the State.

4.11 WARRANTY

Vendor guarantees the structure for a period of one year from date of delivery acceptance. Any replacement shall include parts, freight, labor, inspections, and round trip travel which are the responsibility of the Vendor. Individual appliances, HVAC, and equipment shall carry the manufacturer’s standard warranty. **Vendors must attach a copy of all respective manufacturers’ warranties to the bid response.** Adequate and satisfactory availability of repair parts/supplies and ability to meet warranty and service requirements are necessary. The State reserves the right to satisfy itself by inquiry or otherwise as to Vendor’s capabilities in this regard. Service agency shall be factory authorized and trained.

4.12 LICENSING

All Vendors shall comply with the Manufactured Housing Licensing Laws of North Carolina. All Vendors shall be a dealer licensed to sell manufactured homes in North Carolina. All homes shall be manufactured by a North Carolina licensed manufacturer. **Vendors shall provide proof of all license requirements within its bid response.**

4.13 TITLE

The State will take title to all units purchased. All units must be accompanied by all necessary paperwork to enable this to occur.

4.14 CONCURRENT CONTRACTS

The State reserves the right to run concurrent contracts on products that, due to increased demand and or short supply from awarded Vendor, cannot be supplied in a timely manner.

4.15 FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing the ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from Contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.16 REFERENCES

Vendors shall provide at least three (3) references for which your company has provided Goods and Services of similar size and scope to that proposed herein. The State may contact these users to determine the MHUs provided are substantially similar in scope to those proposed herein and Vendor’s performance has been satisfactory. The information obtained *may* be considered in the evaluation of the bid.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER

4.17 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 bid 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.

4.18 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 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 sub-Contractors providing any work that is subject to the provisions of the Davis-Bacon Act (40 U.S.C. 3141-44 and 3146-47) and associated rules and regulations promulgated pursuant thereto by the Department of Labor (collectively, "Davis-Bacon Act"), governing minimum rates for wages for laborers and mechanics employed directly in the work, comply with the provisions of the Davis-Bacon Act.
- e) Compliance with the Copeland "Anti-Kickback" Act
- i. 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 contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for a debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
- f) Contractor 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 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 workweek 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

Vendor shall submit with its bid, a complete set of the manufacturer's published descriptive literature that covers the model(s) offered herein. A full set of specifications that describes the basic home design, floor plans, major appliances, utilities, transport readiness, ADA specifications (if applicable), etc. shall be provided with the bid. The detail level of the literature must be to a level that will enable the State to evaluate and validate the product offered meets the specifications. Vendors shall also include documentation on available services not specified herein, spare parts facilities, and any other supporting documentation to enable the State to conduct a proper evaluation of the Vendor's technical approach in fulfilling the contract.

This bid should include two (2) standardized ADA compliant and two (2) non-ADA singlewide units of 1000 SF, and 1178 SF; as well as three (3) standardized ADA compliant and three (3) non-ADA doublewide units of 1100 SF, 1700 SF, and 2200 SF doublewide units. All these standardized units will also encompass standardize bedroom/bathroom compositions. These standardized compositions are outlined in the table below.

UNIT TYPE	UNIT SIZE	# OF BEDROOMS	# OF BATHROOMS
SINGLEWIDE UNITS (NON-ADA)	1000 SF	2	2
		3	2
	1178 SF	3	2
		4	2
SINGLEWIDE UNITS (ADA)	1000 SF	2	2
		3	2
	1178 SF	3	2
		4	2
DOUBLEWIDE UNITS (NON-ADA)	1100 SF	3	2
		4	2
	1700 SF	3	2
		4	2
	2200 SF	4	2
		5	3
DOUBLEWIDE UNITS (ADA)	1100 SF	3	2
		4	2
	1700 SF	3	2
		4	2
	2200 SF	4	2
		5	3

Vendor shall also have the ability to provide NCORR with alternative MHU floor plans configurations and sizes that may exceed the standardized square footages and bedroom and bathroom household compositions on an as-needed basis. This will aid NCORR in supporting all its disaster recovery duties.

5.2 SPECIFICATIONS

SPECIFICATIONS		MEETS SPECIFICATIONS
MINIMUM CONSTRUCTION STANDARDS	The standards herein identify minimum square footage of living space, floor plan configuration, and finishes necessary to provide emergency housing for disaster relief operations. The manufactured homes procured under these specifications shall meet the design and construction requirements established in the latest version of Manufactured Housing Construction and Safety Standards (24 CFR 3280) as issued by the U.S. Department of Housing and Urban Development (HUD). The units shall meet the specific HUD geographical and climate requirements for the areas utilized (i.e. roof loading, wind pressure, and thermal protection and comfort). Where requirements listed below specify the “manufacturer’s	<input type="checkbox"/> YES <input type="checkbox"/> NO

	<p>standard,” the materials and workmanship shall be the same as normally delivered to a retail sales outlet. It is not the intention of the State to impose requirements that would render a Vendor’s product made to “manufacturer’s standard” non-competitive. If the “manufacturer’s standard” unit exceeds the minimum specifications to an extent that the price will be non-competitive, Vendor has the option to adapt his standards to meet the minimum specifications. Any unit shall be constructed to Wind Zone III requirements, Exposure D, and Roof Load to South Zone. Thermal zone to be Zone 2.</p> <ul style="list-style-type: none"> ❖ ADA Manufactured Housing Unit: <ul style="list-style-type: none"> ○ All doors must have leavers for door knobs 	
<p>SIZE AND CONFIGURATION</p>	<p>Two (2) Standardized ADA compliant and two (2) non-ADA singlewide units of 1000 and 1178 SF. As well as three (3) standardized ADA compliant and three (3) non-ADA doublewide units of 1100, 1700 and 2200 SF. The bedroom and bathroom composition for these units will vary depending on program needs. For standardized bedroom/bathroom compositions, see table in Section 5.1. However, the exact bedroom and bathroom compositions will be included when an order is placed by NCORR.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>FLOORS & PLUMBING</p>	<ul style="list-style-type: none"> ❖ 30 Gallon water heater ❖ R22 in the ceiling, R11 in the floors, R11 in the walls ❖ Plastic Tub w/ Surround – Guest Bath ❖ Plastic Garden Tub w/ Surround – Master Bath ❖ Plastic Sink & Faucet w/ Dual Acrylic Knobs – Bathrooms ❖ Water Shut Off Valves T/O ❖ Factory Select Linoleum ❖ Linoleum T/O except in Master BR and Bedroom #2 ❖ ADA Unit: <ul style="list-style-type: none"> ○ Blocking for grab bars at toilets, tubs, and showers ○ Curbless shower with a flexible water dam ○ Grab bars in bathrooms at toilet and shower ○ Vinyl floors throughout unit instead of carpet ○ Handicap Accessible shower with seat 33” min – 36” max 	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>CABINET SHOP</p>	<ul style="list-style-type: none"> ❖ Single Shelf above refrigerator – No Beaded Board ❖ Fixed center shelves in O/H cabinets. ❖ Cabinet over Range ❖ No lined Cabinets ❖ No Shelves in Base Cabinets ❖ Brushed Nickle Single Lever Spring Pull Down Faucet – Kitchen 	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>

	<ul style="list-style-type: none"> ❖ 24" Charging center shelf, installed at 40" height, w/ 2 hooks below and USB receptacle above shelf (in Lieu of STD receptacle) ❖ Shaker Cabinets W/ Nickel Pulls ❖ Crown on Cabinets ❖ ADA Unit Cabinets: <ul style="list-style-type: none"> ○ Overhead 54" from ground ○ Counter top max height 36" ○ Work station in the kitchen min 30" wide ○ Removable from cabinet or no cabinet under sink ○ D-shaped cabinet handles 	
	<ul style="list-style-type: none"> ❖ Doublewide Unit Only – 51" Entertainment Center Shelf, installed at 32" height, w/ accent panel floor to ceiling and receptacle installed 46" to the bottom of the receptacle, above shelf – installed in family room. 	<input type="checkbox"/> YES <input type="checkbox"/> NO
WALLS	<ul style="list-style-type: none"> ❖ 8' Flat ceilings ❖ Master bath closet door 	<input type="checkbox"/> YES <input type="checkbox"/> NO
ELECTRICAL	<ul style="list-style-type: none"> ❖ 8" pan lights in bedrooms ❖ 4" recessed LED cans all other rooms including walk in closets ❖ Exterior electrical receptacle ❖ White Ceiling Fan in Living Room 	<input type="checkbox"/> YES <input type="checkbox"/> NO
EXTERIOR	<ul style="list-style-type: none"> ❖ 38"x80" steel 6 panel front door w/ storm ❖ Vinyl shutters front door, side, and hitch end ❖ 34"x80" steel Cottage Rear Door (No Storm) ❖ Vinyl Low E Thermal Windows ❖ 30"x8" Transom window over tub in Master bathroom ❖ 72"x15" Transom window on BDS wall of Living Room ❖ ADA Unit Doors: <ul style="list-style-type: none"> ○ 32" – 48" wide ○ Low exterior door thresholds ○ Lever-handled locksets for exterior doors 	<input type="checkbox"/> YES <input type="checkbox"/> NO
	<ul style="list-style-type: none"> ❖ Doublewide Unit Only – 30"x8" Transom window over tub in Master Bath and Guest Bath ❖ Doublewide Unit Only – Hardi Board Fascia 	<input type="checkbox"/> YES <input type="checkbox"/> NO
TRIM	<ul style="list-style-type: none"> ❖ 2.5" Flat Molding at Ceiling ❖ White raised 2 panel interior doors ❖ Lip Casing around All Windows ❖ Door Casing around All Doors ❖ 1" Batten - Wall Color - in All Linoleum Areas ❖ Coat Rack with accent W/H panel 	<input type="checkbox"/> YES <input type="checkbox"/> NO
ADDITIONAL ITEMS	<ul style="list-style-type: none"> ❖ Refrigerator – 18 CF – Black ❖ Range – Electric Coil Top – Black ❖ Factory Select Cloth valances living room, dining room, and kitchen ❖ Arena carpet w/carpet pad with tack strip (only for Non-ADA unit) ❖ Stick on Wall door stops ❖ Cabinet Color 24" 4" Style with 2 Robe Hooks in Master Bath & Guest Bath ❖ ADA Unit Appliances: <ul style="list-style-type: none"> ○ Stove must have front controls 	<input type="checkbox"/> YES <input type="checkbox"/> NO

	<ul style="list-style-type: none"> ○ Refrigerator must have pull (handles) ○ Dishwasher must have pull (handles) 	
SAMPLES	<p>The State does not require samples to be furnished; however, the State reserves the right to inspect proposed units at the Vendor's manufacturing site or distribution center prior to bid award.</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO

5.3 INSPECTION

All units delivered will be inspected on-site for conformity to the contract prior to final acceptance. The State reserves the right to not accept or withhold payment for any unit that is damaged, upon being delivered, as determined by a NCORR representative or a Quality Assurance representative, until such time as the damage is repaired.

5.4 DEVIATIONS

The nature of all deviations from the *Specifications/Requirements* listed herein must be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the *Specifications/Requirements*, and the successful Vendor shall be held responsible to supply conforming goods. Deviations must be explained in detail below or on an attached sheet. However, any deviation may render the bid non-responsive at the sole discretion of NCORR.

5.5 CERTIFICATION AND SAFETY LABELS

PRODUCT SAFETY LISTING: All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution. Having the appropriate certification or safety label affixed to any device delivered pursuant to this solicitation, under the conditions described above, is a material condition of any contract awarded as a result of this solicitation. All costs for product and industry certifications and listings required to supply conforming products to the State as described in this IFB are the sole responsibility of the Vendor. The certification or safety label shall be affixed and be visible on the OUTSIDE of the all products that require a certification or safety label in order to pass the State Quality Acceptance Inspection.

5.6 ACCEPTANCE OF WORK

In the event acceptance criteria for any Services, work or other deliverables is not described herein or 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 Services, work or other 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 Services, work or other 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.

5.7 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 Vendor shall be subject to amounts due as liquidated damages but not as a penalty, for each such failure, as follows:

Should Vendor fail to complete the work under this contract within the stipulated time as set forth in this IFB, the Vendor agrees that NCORR may retain the sum of \$200.00 per day per unit for each calendar day that the project is incomplete.

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

6.0 CONTRACT ADMINISTRATION

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

The Vendor shall designate and make available to the State a Project Manager. The Project Manager shall be the State’s point of contact for contract related issues and issues concerning performance, progress review, scheduling and service. Add Vendor’s Project Manager information below:

Vendor Name:	
Address:	
City, State, Zip Code:	
Project Manager:	
Phone #/Email Address:	

6.2 POST AWARD MANAGEMENT REVIEW MEETINGS

Vendor, at the request of the State, shall hold a call every other week with the State for Project Review. 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 saving ideas, and discuss any other pertinent topics. Should Vendor performance necessitate, this may be changed to an in-person meeting by NCORR.

SALES REPORT

Vendor agrees to provide reports, as may be reasonably required by the State, in the execution and management of this contract. The reporting will reflect the number of contract items, the product code and description, and the dollar value of the items sold for a specified time period. Requested reports will be due within seven (7) working days after Vendor receives a request from NCORR. Failure by Vendor to comply with this requirement may subject Vendor to removal from the contract.

6.3 DISPUTE RESOLUTION

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by Vendor shall be submitted in writing to the State's Contract Lead for resolution. A claim by the State shall be submitted in writing to 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 the Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under the Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.4 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.

Attachments to this IFB begin on the next page.

ATTACHMENT A: PRICING

FURNISH AND DELIVER:

All bid prices offered herein shall include delivery of the home(s) to location stated in Section 4.8 of this IFB. No installation or set up costs are to be included in any price. Tongues and tires are to be included with each home. No minimum or maximum number of units are guaranteed.

UNIT TYPE	UNIT SIZE	# OF BEDROOMS	# OF BATHROOMS	BID PRICE PER UNIT
SINGLEWIDE UNITS (NON-ADA)	1000 SF	2	2	\$
		3	2	\$
	1178 SF	3	2	\$
		4	2	\$
SINGLEWIDE UNITS (ADA)	1000 SF	2	2	\$
		3	2	\$
	1178 SF	3	2	\$
		4	2	\$
DOUBLEWIDE UNITS (NON-ADA)	1100 SF	3	2	\$
		4	2	\$
	1700 SF	3	2	\$
		4	2	\$
	2200 SF	4	2	\$
		5	3	\$
DOUBLEWIDE UNITS (ADA)	1100 SF	3	2	\$
		4	2	\$
	1700 SF	3	2	\$
		4	2	\$
	2200 SF	4	2	\$
		5	3	\$

UNIT TYPE	UNIT SIZE	# OF BEDROOMS	# OF BATHROOMS	BID PRICE PER SQUARE FOOT (\$/SF)
ALTERNATIVE UNITS (NON-ADA)	TO BE DETERMINED	TO BE DETERMINED	TO BE DETERMINED	\$
ALTERNATIVE UNITS (ADA)	TO BE DETERMINED	TO BE DETERMINED	TO BE DETERMINED	\$

ATTACHMENT B: PRODUCT INFORMATION

ADDITIONAL REQUIRED INFORMATION	VENDOR RESPONSE
Manufacturer Name:	
Manufacturer Address:	
Make/Model(s):	
List the location(s) of distribution/service sites, noting the number of production lines and maximum production of homes in a one-week period once line(s) are fully operational.	
Once and award is made, how many working days after award of a contract will it take your company to deliver the first home?	
How many days will it take your production line(s) to be fully functional in the production of the specified manufactured home units?	
If needed, are you willing to provide service during and after the warranty period?	
Is your company licensed and bonded and fully compliant in your business practices with the North Carolina Manufactured Housing Board and N.C.G.S. §§ 143-143.8 – 143-143.54?	
Vendor Contract Administrator(s):	
Provide at least one 24/7 emergency contact name and number by which orders can be placed	

ATTACHMENT C: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be 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 IFB document.
2. **LATE BIDS:** Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be Vendor's sole responsibility to ensure the timely delivery of bids at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by Vendor, to accept any item in the bid. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded. Regardless of error or omission, Vendor shall not be permitted to increase its pricing after the deadline for submitting bids.
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 IFB (Execution Page) in the designated space shall render bid 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 IFB, including any negotiated terms; (2) requirements and specifications and administration provisions in Sections 4, 5 and 6 of this IFB; (3) ATTACHMENT D: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) ATTACHMENT I: CDBG-DR RULES AND REGULATIONS; (5) ATTACHMENT H: NCORR RULES AND REGULATIONS; (6) ATTACHMENT C: INSTRUCTIONS TO VENDORS; (7) Vendor's Response.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each Vendor shall submit with its bid any sketches, descriptive literature and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous bid or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a bid 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. Vendor remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Companies 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)) 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 responses meet the following:
- All copies of the bid 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 bids 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. 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*.
- 13. CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain as confidential trade secrets in its bid that 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 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 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.
- 14. PROTEST PROCEDURES:** When a Vendor wishes to protest the award of the Contract awarded by the North Carolina Department of Public Safety, Office of Recovery and Resiliency (NCORR), Vendor shall submit a written request addressed to the Director of Purchasing and Logistics at: Department of Public Safety, 3030 Hammond Business Place, Raleigh, NC 27603. 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. Bid 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.

15. **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.
16. **COMMUNICATIONS BY VENDORS:** In submitting its bid, Vendor agrees not to discuss or otherwise reveal the contents of its bid to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this IFB. 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 bids (i.e., after the public opening of the bids and before the award of the Contract), unless the State directly contacts Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. 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 bid 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 IFB. Failure to comply with this requirement shall constitute sufficient justification to disqualify Vendor from a Contract award. Only those communications with the using agency or issuing agency authorized by this IFB are permitted.
17. **TABULATIONS:** Bid tabulations can be electronically retrieved at the Interactive Purchasing System (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.
18. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** The North Carolina electronic Vendor Portal (eVP) allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and Services of potential interests to them available on the Interactive Purchasing System, 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>.
19. **WITHDRAWAL OF BID:** Bids 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 IFB prior to the time for opening bids identified on the cover page of this IFB (or such later date included in an Addendum to the IFB). Written withdrawal requests shall be submitted on Vendor's letterhead and signed by an official of Vendor authorized to make such request. Any withdrawal request made after the opening of bids shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.
20. **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 IFB and in formal Addenda issued through IPS.
21. **COST FOR BID PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are Vendor's sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred or associated with the preparation of bids.
22. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its bid the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's bid.
23. **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 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 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 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 Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverables under the Contract prepared by Vendor shall, at the option of the State, become its property, and 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 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 Vendor without expense to the State.
- d) In the event of default by Vendor, the State may procure the goods and services necessary to complete performance hereunder from other sources and hold Vendor responsible for any excess cost occasioned thereby. In addition, in the event of default by Vendor under the Contract, or upon Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against Vendor, the State may immediately cease doing business with Vendor, immediately terminate the Contract for cause, and may take action to debar 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 Vendor to notify the Contract Lead 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 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 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 Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document 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 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 Vendor under the Contract. Payment by some agencies may be made by procurement card, if Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by Vendor for payment under the same terms and conditions as any other method of payment accepted by Vendor. If payment is made by procurement card, then payment may be processed immediately by Vendor.
7. **AFFIRMATIVE ACTION:** 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, 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, 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 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) 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 Vendor, their use or operation, infringes on a patent, copyright, trademark or violates a trade secret in the United States. 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. Vendor shall be notified within a reasonable time in writing by the State of any such claim; and

- ii. 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 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 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. 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 Vendor's obligations nor 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 Vendor, the State may:

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

In no event shall such approval and action obligate the State to anyone other than Vendor and 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 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, 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, Vendor shall provide and maintain the following coverage and limits:

a) **Worker's Compensation** - 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, 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 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. 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 Vendor shall not be interpreted as limiting Vendor's liability and obligations under the Contract.

15. GENERAL INDEMNITY: 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 Vendor in the performance of the Contract and that are attributable to the negligence or intentionally tortious acts of Vendor provided Vendor is notified in writing within 30 days from the date the State has knowledge of such claims. Vendor represents and warrants 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. 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) 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.

c) 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 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 Vendor shall not be subcontracted without prior written approval of the State's assigned Contract Lead. Unless otherwise agreed in writing, acceptance of Vendor's bid 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 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: Vendor agrees that it shall be responsible for the proper custody and care of any data owned and furnished to Vendor by the State (State Data), or other State property in the hands of 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 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. 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, Vendor 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 Vendor, subcontractors of 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 IFB 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 IFB, any addenda hereto, and Vendor's bid 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 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 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 IFB. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330. 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**

If so, state HUB classification: _____

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____ (If no audit within past 18 months, explain reason below)

Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

Vendor is current on all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of the Contract.

He or she is authorized to make the foregoing statements on behalf of Vendor.

Note: This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below:



Signature Date

Printed Name Title

[This Certification must be signed by an individual authorized to bind Vendor]

ATTACHMENT H: NCORR RULES AND REGULATIONS

The following are the requirements Vendor must agree to in order to be awarded any contract under this IFB. If Vendor is unwilling to meet any of these requirements, Vendor 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 IFB Vendor affirms this condition, as directed in the VENDOR EXPERIENCE SECTION 4.5 section of this IFB. This affirmation is a material condition for the State's award of any work under this IFB.
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 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.** Vendor will be required to submit reports to NCORR including performance metrics for the Vendor-provided staff. 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"). 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 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 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 IFB 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 I: CDBG-DR RULES AND REGULATIONS***CDBG Compliance Provisions***

The Contract 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: Vendor 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: Vendor 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 Vendor 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: Vendor 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 Vendor. Such action by NCORR does not relieve the Vendor 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. Vendor 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, Vendor shall observe all local, state and federal laws in purchasing and handling explosives. Vendor 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.

Vendor 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 Vendor 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 Vendor 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 Vendor 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 IFB 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 Vendor 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 Vendor 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 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. Vendor 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, HUD, FEMA, counties, other governmental agency, and/or the Vendor under award HRP contracts may be confidential, and the Vendor 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. Vendor 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.

Vendor 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 Vendor: Vendor 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. Vendor further covenants that in the performance of this Contract no person having any such interest shall be employed.
- M. Political Activity: Vendor 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: Vendor 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 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 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: Vendor 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 Vendor 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.