

STATE OF NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY Purchasing and Logistics	<b>INVITATION FOR BIDS NO. 19-013089-DTA</b>	
	Bids will be publicly opened: May 14, 2015 at 2:00P.M.	
Refer <b>ALL</b> Inquiries to: Tymica Dunn Telephone No. 919-324-6288	Contract Type: Agency Specific	
	Commodity: 073-60 – Manufactured Home Disaster Contract	
E-Mail: tymica.dunn@ncdps.gov	Section/Division Name: NC Emergency Management	
(See page 2 for mailing instructions.)	Requisition No. RQ18570174	
(Within two days after notification, the vendor must register in NC E-Procurement @ Your Service ( <a href="http://vendor.ncgov.com">http://vendor.ncgov.com</a> ))		

**NOTICE TO BIDDERS**

Sealed bids, subject to the conditions made a part hereof, will be received at this office (Purchasing and Logistics) until 2:00 pm on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions.

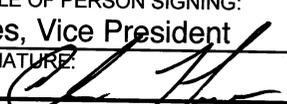
Bids submitted via telegraph, facsimile (FAX) machine, telephone, and electronic means, including but not limited to e-mail, in response to this Invitation for Bids will not be acceptable. Bids are subject to rejection unless submitted on this form.

Please review the new additions to the Instructions to Bidders, which are found in new paragraphs 22 ("Confidentiality of Bids," which prohibits certain types of communications during the procurement process and any violation of this provision may subject bidder's bid to disqualification) and 23 (Executive Order #50-Price-Matching Preference); and review the changes to paragraphs 15 (Award of Contract) and 19 (Protest Procedures) in the Instructions to Bidders, which are required to implement Executive Order 50.

**EXECUTION**

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned 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, I certify that this bid is submitted competitively and without collusion (G.S. 143-54), that none of our 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 we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

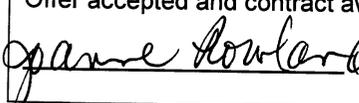
**Failure to execute/sign bid prior to submittal shall render bid invalid. Late bids are not acceptable.**

BIDDER: Timberline Homes, Inc.		
STREET ADDRESS: 6777 Fire Department Road	P.O. BOX:	ZIP: 27892
CITY & STATE & ZIP: Williamston, NC 27892	TELEPHONE NUMBER: 256-820-0800	TOLL FREE TEL. NO (800) NA
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO BIDDERS ITEM #21): 1251 South Blvd., Brewton, AL, 36426		
N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee 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 any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.		
PRINT NAME & TITLE OF PERSON SIGNING: Chris Hines, Vice President	FAX NUMBER: 205-449-9128	
AUTHORIZED SIGNATURE: 	DATE: 5/12/2015	E-MAIL: chines@timberlinehomes.com

Offer valid for 45 days from date of bid opening unless otherwise stated here: \_\_\_ days (See Instructions to Bidders, Item 6). Prompt Payment Discount: \_\_\_\_\_ % \_\_\_\_\_ days (See Instructions to Bidders, Item 7).

**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).

FOR STATE USE ONLY Offer accepted and contract awarded this <u>22</u> day of <u>May</u> , 20 <u>15</u>  Authorized representative of the Department of Public Safety)
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In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

**It is desirable that all responses meet the following requirements:**

- All copies are printed **double sided**.
- All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
- 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 and recycling** of paper materials.

**MAILING INSTRUCTIONS:** Mail only **ONE (1) ORIGINAL AND ONE (1) COPY** of the fully executed bid document, unless otherwise instructed, and only one bid per envelope. **Address all envelopes (including fed ex and ups)** as shown below. **Bid number must** be clearly shown on the outside of all envelopes. It is the **responsibility** of the bidder to have the bid in this office by the specified time and date of opening.

<u>DELIVERED BY US POSTAL SERVICE</u>	<u>DELIVERED BY ANY OTHER MEANS</u>
<b>BID NO. 19-013089-DTA</b> North Carolina Department of Public Safety Purchasing and Logistics 4227 Mail Service Center Raleigh, NC 27699-1801	<b>BID NO. 19-013089-DTA</b> North Carolina Department of Public Safety Purchasing and Logistics 3030 Hammond Business Place Raleigh, NC 27603

**TABULATIONS:** The State has implemented an Interactive Purchasing System (IPS) that allows the public to retrieve bid tabulations electronically from our Internet web site: <http://www.pandc.nc.gov/>. 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 opening. Lengthy tabulations may not be available on the Internet, and requests for these verbally or in writing cannot be honored.

**VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on our Internet web site: <http://www.pandc.nc.gov/>.

**EXECUTIVE ORDER NO. 50 (PRICE-MATCHING PREFERENCE):**

Pursuant to North Carolina General Statute § 143-59 (G.S. § 143-59) and Executive Order No. 50 issued by Governor Perdue on February 17, 2010, entitled "Enhanced Purchasing Opportunities for North Carolina Businesses," a price-matching preference may be given to North Carolina resident bidders on contracts for the purchase of goods. This preference will allow a qualified North Carolina resident bidder to match the price of the lowest responsible nonresident bidder, if the North Carolina resident bidder's price is within five percent (5%) or \$10,000, whichever is less, of the nonresident bidder's price. **If the resident bidder requests and qualifies for the price-matching preference, the resident bidder will first be offered the contract award and it will have three (3) business days to accept or decline the award based on the lowest responsible nonresident bidder's price.**

Executive Order #50 applies to procurements from the Governor's Office, Cabinet Agencies (i.e., Administration, Commerce, Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Revenue, and Transportation), Universities and Community Colleges and all procurements handled by the Division of Purchase and Contract. All other State Agencies are encouraged to implement the requirements of the Executive Order #50 and vendors should contact these State Agencies to determine whether they have adopted and implemented Executive Order #50.

ANY RESIDENT BIDDER REQUESTING THIS PREFERENCE SHOULD CAREFULLY REVIEW PARAGRAPH 23 OF THE INSTRUCTIONS TO BIDDERS, WHICH PROVIDES MORE INFORMATION REGARDING THE DEFINITION OF RESIDENT AND NONRESIDENT BIDDERS; THE QUALIFICATION PROCESS FOR GRANTING THE PREFERENCE AND HOW THE CONTRACT WILL BE AWARDED IF THE PREFERENCE IS APPLICABLE.

**ALL BIDDERS (RESIDENT AND NONRESIDENT) MUST ANSWER THE FOLLOWING QUESTION:**

- 1. **Bidder is a resident of North Carolina as defined in G.S. § 143-59:** YES /  (circle one)  
(Bidder may be deemed a nonresident bidder, if it failed to circle any choice.)

ALL RESIDENT BIDDERS REQUESTING A PRICE-MATCHING PREFERENCE MUST ANSWER THE FOLLOWING QUESTION AND MUST COMPLETE "RESIDENT BIDDER'S CERTIFICATION FOR PRICE-MATCHING PREFERENCE UNDER EXECUTIVE ORDER #50", WHICH IS BELOW AFTER QUESTION 2. AS STATED ABOVE AND PARAGRAPH 23 OF THE INSTRUCTIONS TO BIDDERS, A RESIDENT BIDDER ANSWERING "YES" TO THE QUESTION BELOW AND IS QUALIFIED FOR THE PRICE-MATCHING PREFERENCE WILL BE GIVEN AN OPPORTUNITY TO ACCEPT OR DECLINE THE CONTRACT AWARD WITHIN THE SPECIFIED PERIOD OF TIME.

- 2. **Resident Bidder requests the price-matching preference:** YES / NO (circle one)

(Bidder shall be deemed not to have requested the preference, if it failed to circle any choice and did not complete the Resident Bidder's Certification. If a Bidder failed to circle a choice above and completed and notarized the Bidder's Certification, then it will have been deemed to have responded YES to the above question.)

**RESIDENT BIDDER'S CERTIFICATION FOR PRICE-MATCHING PREFERENCE UNDER EXECUTIVE ORDER #50**

**NOTICE: The Price-Matching Preference will only be given to bidders that fully complete this affidavit (i.e., all information must be provided, all supporting documents must be attached, the affidavit must be signed by an authorized representative of the bidder and the affidavit must be notarized) and demonstrate their qualifications for the Price-Matching Preference through the certification and information provided in this affidavit and any required attachments.**

Affidavit of \_\_\_\_\_ (name of resident bidder, hereinafter the "Bidder")

**PART I**

Please check the box applicable to the Bidder's business in order for the Bidder to be considered for the price-matching preference established by Executive Order #50 and North Carolina General Statute § 143-59(c)(1).

I hereby certify that the Bidder paid unemployment taxes to the State of North Carolina for the most recent quarter or annually, and has specifically done so for the last such payment period.

**OR**

I hereby certify that the Bidder paid income taxes to the State of North Carolina each calendar quarter, or otherwise annually, and has specifically done so for the last such payment period.

**AND**

**PART II**

1. I hereby certify that the Bidder is a resident of the State of North Carolina under North Carolina General Statute § 143-59(c) (1), in that, Bidder's principal place of business is located in North Carolina.

YES / <input checked="" type="checkbox"/> NO (circle one)
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A. **Business Type** (circle one of the following):  CORPORATION (ALL TYPES); LIMITED LIABILITY COMPANY; GENERAL PARTNERSHIP; LIMITED PARTNERSHIP; LIMITED LIABILITY PARTNERSHIP; SOLE PROPRIETORSHIP; INDIVIDUAL; UNINCORPORATED ASSOCIATION; OR OTHER.

B. Provide address of principal place of business/principal office in North Carolina:

6777 Fire Department Road  
Street Address (no P.O. Box number)

Williamston, NC 27892  
City, State, Zip Code

Is the above address the location of Bidder's headquarters? YES /  NO (circle one)

If Bidder has a public website, provide the link/address: www.timberlinehomes.com  
www.timberlineconstructiongrp.com

C. **ATTACH A COPY OF BIDDER'S MOST RECENT FILINGS WITH THE NORTH CAROLINA SECRETARY OF STATE** (such as Bidder's Certificate of Authority, Annual Report or such other filing that discloses a North Carolina business address for the Bidder).

**OR (check the box below)**



Bidder certifies that its business is **not** required to make filings with the North Carolina Secretary of State.

2. I hereby certify that the Bidder is a resident of the State of North Carolina under North Carolina General Statute § 143-59(c)(3), in that, Bidder directs or manages its trade or business from its principal place of business in North Carolina.

YES / <input checked="" type="checkbox"/> NO (circle one)
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A. State the number of Bidder's employees that work at the North Carolina principal place of business:

1
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B. State the total number of employees in Bidder's entire workforce:

35
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C. Briefly describe in the box below how Bidder manages or directs its business or trade from its North Carolina principal place of business:

Timberline Homes doesn't currently have any ongoing projects in NC but we have conducted business and disaster response projects there in the past. We are a NC licenses retailer and the homes we propose to provide to the State if needed would be manufactured in NC.
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IF BIDDER DESIRES TO KEEP CONFIDENTIAL ITS ANSWERS TO QUESTION 2.A, B AND C ABOVE PURSUANT TO PARAGRAPH 17 OF THE INSTRUCTIONS TO BIDDERS, THEN PLEASE CIRCLE YES OR NO IN THE BOX. IF BIDDER FAILS TO CIRCLE YES FOR ANY REASON, THEN BIDDER'S ANSWERS MAY BE SUBJECT TO PUBLIC DISCLOSURE.

YES /  NO

**PART III**

By executing this affidavit, the Bidder agrees to provide any additional information or documentation requested by the State (during the procurement process seeking clarification of the request for the Price-Matching Preference or after contract award to resolve any bid protest) to confirm the above certifications and statements within five (5) business days of request (including tax filings in North Carolina, banking statements, financial and accounting statements reflecting Bidder's payment of the subject taxes, and any other documentation that may establish Bidder's principal place of business in North Carolina, including but not limited to information regarding the amount of income and unemployment taxes paid to other states and number of employees in North Carolina and number of employees in other states). Pursuant to G.S. §§ 132-1.1, 105-259(b) and Paragraph 17 of the Instructions to Bidders, the State is prohibited from making public disclosures of the bidder's tax information and documents (except if one of the 39 exceptions applies in G.S. § 105-259(b)) and the State shall preserve the confidentiality of the information and/or documents received in response to a request for clarification (or, as discussed below, to resolve a bid protest challenging resident bidder's qualification for the price-matching preference). In order to further preserve the confidentiality of bidder's tax information and documentation provided the State, the bidder shall comply with Paragraph 17 of the Instructions to Bidders and mark "CONFIDENTIAL" at the top and bottom of each page of the information and documentation. Bidder further understands and agrees that if Bidder fails to provide the State with the additional information and documentation within five (5) business days of the request; or the State determines that certifications or information in this Affidavit are false at any time after the contract is awarded to Bidder, the State may:

- (1) Cancel the Bidder's contract and/or purchase order that was awarded based on the price-matching preference and Bidder shall be liable for all its cost it incurs as a result of the cancellation and all increased costs of the State by awarding the contract to the next lowest bidder;
- (2) Bidder will not be entitled to any price-matching preference in any future State bidding opportunities;
- (3) Action may be taken against the contractor under the False Claims Act, G.S. § 1-605 through 1-617, inclusive, for submitting a false Certification for the price-matching preference under Executive Order #50 (including but not limited to treble damages and civil penalties); and/or
- (4) Debar Bidder from doing business with the State of North Carolina for a period determined by the State Purchasing Officer and/or Board of Award.

The undersigned hereby certifies that he or she has read this certification and is an officer, member, partner, owner or such managing employee of the Bidder (the "Authorized Representative") that is authorized to execute this affidavit and to bind the Bidder to the certifications, statements and agreements herein.

Name of Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public: \_\_\_\_\_

My commission expires \_\_\_\_\_

**E-PROCUREMENT:** This is an e-procurement solicitation. See paragraph #19 of the attached General Contract Terms and Conditions. The Terms and Conditions made part of this solicitation contain language necessary for North Carolina's Statewide e-procurement initiative. It is the offeror's responsibility to read these terms and conditions carefully and consider them in preparing the offer. By signature offeror acknowledges acceptance of all terms and conditions, including those related to e-procurement.

General information on the e-procurement service can be found at: <http://eprocurement.nc.gov>

**E-VERIFY COMPLIANCE:** Bidder(s) must sign and return the attached certification with submitted bid or your offer may be rejected (██████████).

**USER:** NC Department of Public Safety, Emergency Management, 1636 Gold Star Drive, Raleigh, NC 27607 ATTN: Glenn Wisbey.

**COMMUNICATIONS BY VENDORS:** In submitting its bid, the Vendor agrees not to discuss or otherwise reveal the contents of its bid to any source, government or private, outside of the using agency until after the award of the contract or cancellation of this IFB. All Vendors are forbidden from having any communications with the using 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's purchaser directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. Vendors not in compliance with this provision may be disqualified, at the option of the State, from the contract award. Only those communications with the using agency authorized by this IFB are permitted.

**Note:** The State reserves the right to waive any minor technicality or informality in bids received.

**CLARIFICATIONS AND QUESTIONS (VIA EMAIL ONLY; NO PHONE CALLS)**

Bidder is to notify purchaser in writing via email to [Tymica.Dunn@ncdps.gov](mailto:Tymica.Dunn@ncdps.gov) if bidder believes: 1) there may be an error in specifications, 2) if bidder is uncertain about the intent of a specific requirement/specification, terms and conditions including instructions to bidders or 3) if bidder has general questions. Questions submitted less than 4 days before the bid opening date **will not** be addressed. Questions received 4 days prior to the bid opening date, the State if deemed necessary, will prepare written responses to all written questions via addenda and will be posted to the Interactive Purchasing System (IPS- <http://www.doa.state.nc.us/pandc>, click IPS bids, search by bid number). Bidders supplying questions will not be identified in addenda; only the corresponding answers will be posted. Oral answers by any agent or representative of the State are not binding on the State. It is the bidders responsibility to review all addenda to this IFB and, if need be, sign and return addenda.

**SHIPMENT:** The purchase order number must be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. Complete packing list must accompany each shipment. There shall be no additional charges for pallets or special shipping requirements. User's to be contacted by the awarded bidder prior to shipping.

**BID DISQUALIFICATION:** This section is crucial in the bidding, bid evaluation, and award process. All bidders should read and understand the following:

1. By taking deviations of any nature or magnitude to any requirement contained in this Invitation for Bid, you are risking disqualification of your bid. This is due in part to legal considerations concerning contract award. Depending on circumstances, it may or may not be possible for the State to award to a bid with deviations.
2. If you cannot fully meet all requirements contained in this Invitation for Bid, you are urged to email purchaser named above as soon as possible, but in all cases before bid opening date.

**BID EVALUATION:** Bids are requested on the items and/or equipment as hereinafter specified or like items similar in design, function and performance. The State reserves the right to reject any bid on the basis of function, compatibility with user's intended use or applications as well as costs. Bidder(s) are cautioned that any/all information furnished or not furnished on this bid may be used as a factor in determining the award of this contract.

**AWARD CRITERIA:** As provided by Statute, award will be based on the lowest and best bid(s) (most advantageous to the State) as determined by consideration of:

- 1) Price
- 2) Quality of item offered
- 3) General reputation and performance capabilities of bidder
- 4) Suitability of item(s) for intended use
- 5) Conformity with intent of specifications herein
- 6) Guaranteed delivery schedule
- 7) Evaluation of samples, if required

**AWARD OF CONTRACT:** The right is reserved to award this contract to a single overall bidder on all items, or to make awards on the basis of individual items or groups of items, whichever shall be considered by the State to be most advantageous or to constitute its best interest. Bidders should show unit prices, but are requested also to offer a lump sum price.

The State reserves the right to run concurrent contracts on products that, due to either increase demand or short supply from contracted vendor, cannot be supplied in a timely manner.

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

**DESCRIPTIVE LITERATURE:** Bidders are requested to provide complete descriptive literature, specifications and other pertinent data necessary for their evaluation as required by the attached General Contract Terms & Conditions; otherwise, they will be subject to rejection.

**CONTRACT MONITORING:** Per *NC Senate Bill 1213 (Session Law 2010-194)* any contract which results from the award of this Invitation for Bid shall include contract monitoring as a regular process of evaluating post award Vendor contract performance based on measurable deliverables and verifying Vendor compliance with the terms and conditions in the contract.

The general purpose of monitoring will be to 1) improve Vendor contract performance through early identification of questions and issue resolution; 2) identify potential contract problems, financial or technical, that may require additional scrutiny; 3) evaluate Vendor contract performance controls to ensure there is a reliable basis for validating deliverables and minimizing risk of contract default; 4) assure that Vendor financial documentation is adequate and accurate as it relates to contract payments.

Specifically, contract monitoring may include but are not limited to the following areas;

- Verify contractor performance for purposes of payment;
- Identify material breach of contract by assessing the difference between contract performance and material non-performance;
- Determine if corrective action is necessary and take such action if required;

Monitoring Vendor compliance of any contract document which results from the award of this Invitation for Bid shall be the responsibility of the NC Department of Public Safety Purchasing and Budget Office, Contract Administrator. Contract monitoring shall occur for an on-going basis throughout the term of the contract."

**DEVIATIONS:** Any deviations from specifications and requirements herein must be clearly pointed out by bidder. Otherwise it will be considered that item(s) offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. Deviations must be explained in detail below or on an attached sheet. However, no implication is made by the State that deviations will be acceptable. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

**WARRANTY:** The contractor warrants to the owner that all equipment furnished under this specification will be new, of good material and workmanship, and agrees to replace promptly any part or parts which by reason of defective material or workmanship shall fail under normal use, free of negligence or accident, for a minimum period of twelve (12) months from date put in operation. Such replacement shall include all parts, labor, and transportation cost to the location where equipment is down, free of any charge to the owner or his representative.

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

**SUITABILITY FOR INTENDED USE:** Bidders are requested to offer only comparable equipment which will provide the equivalent capabilities, features and diversity called for herein. The State reserves the right to evaluate all proposals for suitability for the required use and to award the one best meeting requirements and thought to be in the State's best interest.

**MAKE AND MODEL:** Manufacturer's name and model/catalog numbers used are for the purpose of identification and to establish general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered.

**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.

**DEBARMENT CERTIFICATION:** The bidder certifies that to the best of its 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 specifically addressed in Federal Acquisition Regulations, Subpart 9.4.

**SCOPE OF WORK**

1. **OVERVIEW:** The Department of Public Safety, Division of Emergency Management (NCEM) has the responsibility to provide temporary housing for people who are displaced from their homes during a disaster or declared emergency. This Invitation for Bids (IFB) is to solicit offers from interested vendors for 3 bedroom, 2 bathroom manufactured homes to be used for this purpose. The contract will only be activated by issuance of emergency purchase orders by the State Emergency Response Team (SERT) through NCEM, and no other agency. In order to meet the needs of the State, NCEM reserves the right to make multiple awards to this contract, and depending upon the need at the time coupled with vendor production capability, may place multiple orders with multiple vendors.
2. **TERMS OF CONTRACT:** NCEM will establish an Agency Specific Term Contract with one or more qualified bidder(s) to furnish and deliver emergency housing on an "as needed" basis during the contract period. The contract(s) will be activated only in the event of a declared emergency and only for the quantities that are deemed necessary by the State.

It is the intent of the State to make awards to multiple vendors pursuant to this Invitation for Bid (IFB). It is estimated that the State may require up to 1,000 homes as a result of a disaster, however, no quantities – minimum or maximum - are guaranteed.

The intent of this contract is to guarantee availability of temporary housing in case of an emergency for delivery to any place in the after activation of the contract.

This contract is for three (3) years and is **non-renewable**.

3. **QUANTITIES:** The State anticipates that approximately 300 to 1,000 homes may be purchased from this contract in a one year period; however the State makes no guarantee whatsoever as to the actual quantities that may be purchased from this contract. The State will only place orders based upon the actual need and no more. The minimum order, when placed, shall be one unit.
4. **TECHNICAL APPROACH:** Each bidder shall submit with the 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, furnishings, transport readiness, etc. shall be provided with the IFB. The detail level of the literature need only be to a level that will enable the State to evaluate and validate the product offered meets the specifications. Bidders 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 bidder's technical approach in fulfilling the contract.
5. **LICENSING:** All bidders shall comply with the Manufactured Housing Licensing Laws of North Carolina. All bidders shall be a dealer licensed to sell manufactured homes in North Carolina. All homes shall be manufactured by a North Carolina licensed manufacturer. Bidders shall provide proof of all license requirements within its bid package.
6. **TITLE:** The State will take title to all units purchased. All units must be accompanied by all necessary paperwork to enable this to occur.
7. **DELIVERY:** The awarded vendor(s) will complete deliveries on an on-going basis, in accordance with the contractor's production capacity. The State reserves the right to consider production capacities and delivery schedules offered as a factor in the award of this contract. Bidders are cautioned that excessive delivery schedules, as determined by NCEM, may be cause for non-award. The State expects that 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 NCEM and the Contract Administrator. Transportation charges and/or delivery fees shall be FOB destination to any location in the state of North Carolina, with all transportation charges prepaid and included in the bid prices. It is the anticipation of the State that delivery of the first unit is to be within 10 days of an order placed.
8. **CODES AND STANDARDS:** All bidders 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 the bidder's package.**

9. **SUBSTITUTIONS:** Substitutions are not permitted without prior written approval from NCEM. Failure by the vendor to comply with this requirement may result in the removal of the vendor from the contract.
10. **PRODUCT RECALL:** In submitting this bid, bidder expressly assumes full responsibility for prompt notification of any product recall in accordance with the applicable state or federal regulations.
11. **WARRANTY:** Bidder 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. Bidders must attach a copy of all respective manufacturers' warranties to the bid package. 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 bidder's capabilities in this regard. Service agency shall be factory authorized and trained.

12. **SPECIFICATIONS:**

- a. **Objective –** This specification defines the minimum standards for manufactured home construction and outfitting to meet the State's requirements. The standards 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 will 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 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 bidder'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, bidder 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.
- b. **Size and Configuration –** Each manufactured, prefabricated, mobile home unit shall have the overall size of 70 feet long by 14 feet wide (including hitch dimensions). The unit shall be configured with three bedrooms, two bathrooms, kitchen, dining area, living room, utility area and ample closet/storage areas. Nominal floor area shall be 920 square feet. See Figure 1 for a typical floor plan.

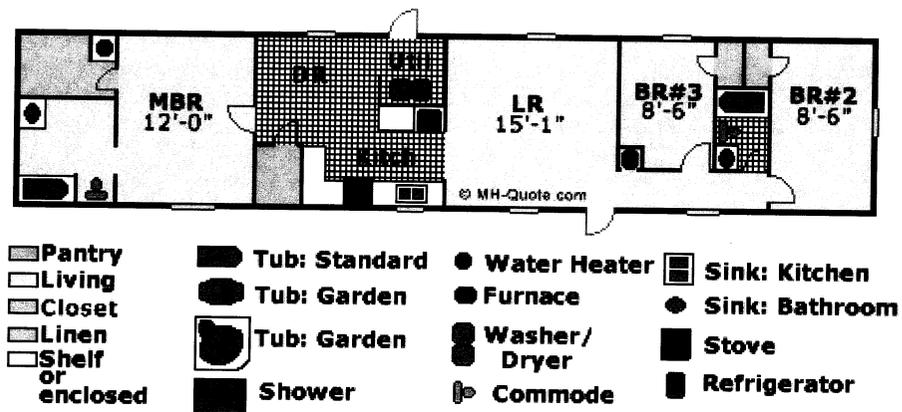


Figure 1 – Typical Floor Plan  
 © 2011 MH-Quote.com <http://www.mh-quote.com>

- c. **Exterior Construction –** Unit shall be covered with the manufacturers' standard full vinyl siding. Roof shall have shingles with 20-year warranty. Front door shall be solid core door with a storm door. Rear door to be a solid core door. All windows shall be storm windows. Shutters are to be provided on the windows located on the main entrance side, and the master bedroom end of the unit. Shutters are to be color coordinated with the external color scheme of the unit. Manufactured home color schemes preferred are: white/black, beige/black, and light gray/black. Vendor will identify the color schemes of bid product in the bid package.
- d. **Interior Construction –** Wall coverings shall be vinyl covered wallboard or washable paper covered wallboard (manufacturer's standard). Wall height shall be 7' 6" minimum. Flat ceilings are acceptable. Ceiling coverings shall

be the manufacturer's standard materials and colors. Floor coverings shall be the manufacturer's standard sheet vinyl in all areas except bedrooms and living room. Floor coverings in bedrooms and living room shall be the manufacturer's standard carpet. All operable windows in the unit will have white Venetian mini blinds with color coordinated valance installed. Ample closet areas shall be provided in each bedroom.

- e. Heating/Cooling System – The unit shall be equipped with an electric furnace or a gas furnace capable of operating on natural or liquefied petroleum gas. The BTU output of the unit shall have the capacity to maintain an average of 70 degrees Fahrenheit temperature for the geographic location of use (reference ASHRAE Handbook or appropriate documentation). The furnace shall be equipped for future installation of a split-system air conditioner by having space provided in the furnace cabinet for A-coil evaporator unit. The size of the A-coil shall be based on a recommended 2.5 ton minimum air conditioner, 13 SEER efficiency rating. The airflow generated by the air handler shall be sized to provide the 70 degrees Fahrenheit temperature in both the heating and cooling modes. The air handler is included in the furnace package and is supplied by the manufactured home manufacturer. The sizing of the air handler in the cooling mode must be considered by the manufactured home manufacturer when selecting the heating furnace. The air conditioner outside compressor unit and the A-coil evaporator unit will be provided by the installer as part of the setup. The air handler is provided by the mobile home manufacturer. The bidder will supply all necessary wiring and connection plugs, and will install the ductwork system that includes appropriate supply and return air outlets. A standard thermostat shall be provided to control both the heating and cooling units. The low voltage wiring from the thermostat to the furnace and the cooling unit shall be provided by the manufacturer. The low voltage wiring from the thermostat to the cooling unit shall be stubbed out under the manufactured home in the general location of the outside unit. Sufficient wiring shall be provided to connect the cooling unit.
- f. Electrical Systems – The unit electrical service shall consist of a 200 amp, 120/240 volt four-wire panel board complete with master and branch circuit breakers (16 slot minimum capacity). The panel board will be located in a readily accessible and safe location inside the unit. Minimum interior lighting requirements shall include a ceiling mounted fixture in each of the following areas: bedrooms, hallway, kitchen, living room, dining area, utility area, and bathrooms. Ceiling fixtures will be manufacturer's standards and will be wall switch controlled, have dual sockets and 60-watt bulbs installed, and be equipped with break resistant shades and/or globes. Fixtures shall be the manufacturer's standard and appropriately protected during transport. Electrical outlets must be properly rated and have ground fault interrupters.
- g. Plumbing Fixtures and Accessories – Bathrooms shall have a bathtub/shower combination unit installed to manufacturer's standard. The unit will be provided with curtain rod, shower curtain and curtain hooks. The tub/shower assembly will include faucet/shower diverter and drain plug. The bathrooms shall also have the manufacturer's standard vanity with lavatory with drain plug, water closet, medicine cabinet with mirror and accessories (soap, toothbrush, paper holders and 24" towel bar). Kitchen shall be equipped with manufacturer's standard stainless steel double-bowl sink with faucet and drain/strainers (2). Hot and cold water hose bibs and an open standpipe drainage receptor shall be installed in the utility area. Electrical connections shall be furnished. Unit shall be wired for electric dryer and opening shall be provided for the dryer exhaust. Washer and dryer are not part of this contract. The unit shall be provided with two (2) sewer/drain plumbing drops, one at each end of unit. The connecting piping shall be shipped with the unit.
- h. Kitchen Cabinets – Kitchen cabinets shall be the manufacturer's standard materials and finish. This includes floor (base) cabinets and wall units similar to that shown on Figure 1. A single "halfway" shelf shall be provided in all the floor cabinets. Wall cabinet units shall be provided over the refrigerator, along front entrance door side wall to the end of kitchen counter top.
- i. Appliances – Electric or gas appliances are to be made available as an option.
  - i. OPTION: All electric unit (heating furnace plus appliances). A 30 gallon (minimum), 3500 Watt (minimum) electric water heater shall be provided for hot water supply. A 30 inch electric cooking range having four burners and a thermostatically controlled oven and a lighted, power range hood vented to the outside shall be provided. A 14 cubic foot (minimum) frost-free refrigerator with freezer shall be provided.
  - ii. OPTION: All gas unit (heating furnace unit plus specific appliances). A 30 gallon (minimum), gas water heater shall be provided for hot water supply. A 30 inch gas cooking range having four burners and a thermostatically controlled oven and a lighted, power range hood vented to the outside. A 14 cubic foot (minimum) frost-free electric refrigerator with freezer shall be provided.
- j. Furnishings – Furnishings shall be the manufacturer's standard for functional quality (provides usability, comfort and minimum maintenance). Required items include the following:

- i. Each bedroom will be furnished with one full size mattress (5" thick foam) and box spring (54" x 76") and a metal bed frame; one chest of drawers having minimum dimensions of 30" wide x 16" deep x 36" high and four or five drawers; and one night stand. The chest and night stand will be wood construction.
- ii. Each living room will be furnished with one sofa bed capable of sleeping two adults; one armchair; and one coffee table and one end table. The coffee table and end table shall be wood construction.
- iii. The dining room area with the unit will be furnished with a minimum 3' x 5' dinette table and six matching chairs.
- k. Other – Each home will be equipped with a five pound A-B-C type fire extinguisher and a mounting bracket. The mounting bracket will be secured to a wall stud in the kitchen area near the cooking range and accessible without reaching across the range top. The bracket shall be mounted 54" above the finished floor surface. The manufacturer or supplier shall furnish entry door keys as required. Insulation "R" factors shall be "Alliance Energy Package" Option 1 – Ceilings R-30, Walls R-11, and Floors R-10, or Option 2 – Ceiling R-28, Walls R-11, and floors R-22.

**13. TRANSPORT READINESS:** The manufacturer and/or supplier shall ready the units for transport to the designated staging area and or/installation site. This includes but is not limited to:

- a. Exterior appurtenances (e.g., lighting fixtures at entrance doors, vent stacks, etc.) shall be removed and stored or appropriately secured for protection during transport of the unit.
- b. Interior appurtenances and furnishings (furniture, appliances, etc.) shall be appropriately packaged and/or secured inside the unit to prevent shifting and damage during transport.
- c. Manufacturer's installation guidelines and technical data for set-up and activation of the unit shall be provided in a packet stored in a readily locatable area within the unit.
- d. Fixed hitch, two (2) brake axles, two (2) idlers, all running gear to remain with the unit (includes wheels and tires).

**14. INSPECTION:** The State reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract terms 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. 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 FEMA representative or a Quality Assurance representative of the Division of Purchase and Contract, until such time as the damage is repaired.

**15. QUESTIONNAIRE:** Prospective vendors must provide the following information in the spaces provided to allow for a complete evaluation of bid package. If additional space is needed, vendor will attach detailed information in the bid specification.

Manufacturer Clayton Homes - Oxford

Manufacturer Address 3212 Knotts Grove Road

Oxford, NC 27565

Make/Model Clayton / Managers Special MGB 14663A 295030

Distribution/Service sites 3213 Knotts Grove Road

Oxford, NC 27565

Do you agree to provide service during and after the warranty period? Yes

Is the service agency factory authorized and trained? Yes

Assuming you are an awarded vendor, how many working days after award of this contract will it take your company to deliver your first home anywhere in North Carolina? 10 days

How many days will it take your production line(s) to be fully functional in the production of units? 6 days

Once your production line(s) are fully operational, state your maximum production of homes for a one week period. 30 units

Vendor contract administrator:

Name Chris Hines  
Telephone 205-335-5106  
E-Mail chines@timberlinehomes.com

Vendor 24/7 emergency contact:

Name Chris Hines  
Telephone 205-335-5106  
E-Mail chines@timberlinehome.com

16. **SAMPLES:** 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.
17. **RECYCLED CONTENT:** If units or packaging contains any recycled content, please indicate here the material and content percentage:

18. **REFERENCES:** List three (3) references below where similar items were proposed, ordered and shipped to:

Company	Location	Name and Phone Number

19. **PRICING:** All bid prices offered herein shall include delivery of the home(s) FOB anywhere in North Carolina as identified on the purchase orders. No installation or set up costs are to be included in any bid price. Tongues and tires are to be included with each home.

DESCRIPTION	BID PRICE PER UNIT
A. Manufactured home as specified (electric option) with factory wired and plumed, with furniture.	\$ 33,246.00
B. Manufactured home as specified (gas option) with factory wired and plumed, with furniture.	\$ 33,909.00

20. **SALES REPORT:** The contractor 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, their 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 the

contractor receives a request from NCEM. Failure by the contractor to comply with this requirement may subject the contractor to removal from the contract.

21. **CONTRACTOR PERFORMANCE:** The performance of each contractor will be monitored and recorded, as necessary, over the duration of the contract with respect to satisfactory fulfillment of all contractual obligations. Such performance may include, but is not necessarily limited to, delivery, condition of delivered goods, specification compliance of delivered goods, prompt and appropriate resolution of warranty claims, adequate servicing of contract in any and all aspects which the contract may call for, and prompt, complete and satisfactory resolution of any contractual discrepancies other than those resulting from Acts of God or from inadequate performance of the State or user. The record of such performance will be considered in the evaluation of future bids. Any bidder whose record identifies inadequate performance on a prior contract with the State, and who has not subsequently demonstrated to the State's complete and sole satisfaction that the causes (both indirect and direct) of such inadequate performance have been removed, may be rejected on that basis and reported accordingly to the Board of Award.

**CERTIFICATE OF COMPLIANCE**

**NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY  
E-VERIFY EMPLOYER COMPLIANCE STATEMENT**

**E-Verify for Public Contracts: Pursuant to General Statute 64-26**

The legislation referenced prohibits governmental units from awarding to or entering into contracts unless the contractor and the contractor's subcontractors comply with the E-Verify requirements of Article 2 of Chapter 64 of the NC General Statutes.

Contractor, hereafter Employer, understands that E-Verify is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. Employer is defined as: Any person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. This term does not include State agencies, counties, municipalities, or other governmental bodies.

Employer understands that Employers, as Defined Herein, Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

Therefore, all employers must be in compliance with the E-Verify requirements to enter into contracts with the North Carolina Department of Public Safety.

**Below check the type of employer and complete the information.**

A) **Employer with less than 25 employees**, not required to use E-Verify: \_\_\_\_\_

\_\_\_\_\_  
Company Name Signature and Title Date

**OR:**

B) **Employer with 25 or more employees** required by NC G.S. 64-26 to use E-Verify: **Yes, we comply:**

Timberline Homes, Inc.  Vice President 5/12/2015  
Company Name Signature and Title Date

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**INSTRUCTIONS TO BIDDERS**

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the North Carolina General Contract Terms and Conditions. The Department of Public Safety objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **DEFINITIONS:**
  - **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids.
  - **TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
  - **STATEWIDE TERM CONTRACT:** A Term Contract for all agencies, unless exempted by statute, rule, or special term and condition specific to this bid.
  - **AGENCY SPECIFIC TERM CONTRACT:** A Term Contract for a specific agency.
  - **OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.
4. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) North Carolina General Contract Terms and Conditions, and (4) Instructions to Bidders.
6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
7. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
8. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
9. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
10. **RECYCLING AND SOURCE REDUCTION:** It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
11. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
12. **ACCEPTANCE AND REJECTION:** The Department of Public Safety reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
13. **REFERENCES:** The Department of Public Safety reserves the right to require a list of users of the exact item offered. The Department of Public Safety may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.

14. **TAXES:**

- **FEDERAL:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency.
- **OTHER:** 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.

15. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to the Department of Public Safety as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by the Department of Public Safety to be pertinent or peculiar to the purchase in question. After the foregoing evaluation, the bids will be reviewed to determine if there are any North Carolina resident bidders that submitted responsive bids and requested the price-matching preference pursuant to Executive Order #50 and G.S. § 143-59. If such bidders are found, the evaluators and/or purchaser will then determine whether any of the North Carolina resident bidders qualify for this preference and, if so, make the contract award pursuant to Paragraph 23 below.

Unless otherwise specified by the Department of Public Safety or the bidder, the Department of Public Safety reserves the right to accept any item or group of items on a multi-item bid.

In addition, on TERM CONTRACTS, the Department of Public Safety reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by the Department of Public Safety to be pertinent or peculiar to the purchase in question.

16. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, the Department of Public Safety 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.
17. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, the Department of Public Safety will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
18. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become the Department of Public Safety property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
19. **PROTEST PROCEDURES:** When a bidder wants to protest a contract awarded by the Secretary of Administration or by an agency over \$25,000 resulting from this solicitation, they must submit a written request to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request must be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award. When a bidder wants to protest a contract awarded by an agency or university resulting from this solicitation that is over \$10,000 but less than \$25,000 for any agency, or any contract awarded by a university, they must submit a written request to the issuing procurement officer at the address of the issuing agency. This request must be received in that office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Bid status and Award notices are posted on the Internet at <http://www.pandc.nc.gov/>. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519. (See Protest Information at <http://www.pandc.nc.gov/protests.pdf> for more information.)

If a ground of a protest is based on a challenge to the qualification of a North Carolina resident bidder awarded a contract pursuant to Executive Order #50 (price-matching preference), the State Purchasing Officer or procurement officer may request the North Carolina resident bidder to produce documentation substantiating the North Carolina resident bidder's qualification for the subject preference. The State Purchasing Officer or procurement officer should request the supporting documentation within the 10-day period he or she has to make the decision on whether to deny or grant a protest meeting and the protest meeting should be scheduled after the anticipated receipt of the documents from the North Carolina resident bidder. Pursuant to Paragraph 23 below, the North Carolina resident bidder is required to produce to the State the requested documentation within five (5) business days of the State's request and failure to produce the documents by the end of that time period may result in the cancellation of the contract. Also note that any tax, financial, accounting or banking documents the North Carolina resident bidder submits to the State in connection with the resolution of a protest shall not be disclosed to the protester pursuant to G.S. §§ 132-1.1 and 105-259(b) and the State shall preserve the confidentiality of such documents.

20. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.

21. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident bidders. The "Principal Place of Business" is defined as the principal place from which the trade or business of the bidder is directed or managed.
22. **CONFIDENTIALITY OF BIDS:** In submitting its bid, the bidder agrees not to discuss or otherwise reveal the contents of its bid to any source outside of the using or issuing agency, government or private, until after the award of the contract. All bidders are advised that they are not to have any communications with the using or issuing agency 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's purchaser contacts the bidder(s) for purposes of seeking clarification. A bidder shall not: transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other bidder to provide the advertised good, equipment, commodity; defects, errors and/or omissions in any other bidder's bid and/or prices at any time during the procurement process; and/or engage in any other communication or conduct attempting to influence the evaluation and/or award of the contract that is the subject of this IFB. Bidders not in compliance with this provision may be disqualified, at the option of the State, from the contract award. Only those communications with the using agency or issuing agency authorized by this IFB are permitted.
23. **EXECUTIVE ORDER #50-PRICE-MATCHING PREFERENCE:** Pursuant to North Carolina General Statute § 143-59 (G.S. § 143-59) and Executive Order No. 50 issued by Governor Perdue on February 17, 2010, entitled "Enhanced Purchasing Opportunities for North Carolina Businesses," a price-matching preference may be given to North Carolina resident bidders on contracts for the purchase of goods. This preference will allow a qualified North Carolina resident bidder to match the price of the lowest responsible nonresident bidder, if the North Carolina resident bidder's price is within five percent (5%) or \$10,000, whichever is less, of the non-resident bidder's price. G.S. § 143-59(c) (1) defines a "resident bidder" as a "bidder that has paid unemployment taxes or income taxes in this State and whose principal place of business is located in this State. G.S. § 143-59(c) (2) defines a nonresident bidder as a bidder that does not meet the definition in G.S. § 143-59(c) (1). G.S. § 143-59(c) (3) defines a "principal place of business" as the "principal place from which the trade or business of the bidder is directed or managed."

In order to qualify for this preference, a resident bidder must: (1) request the preference; and (2) complete "Resident Bidder's Certification for Price-Matching Preference under Executive Order #50" (hereinafter the "Certification"). The Certification may not be submitted after the public opening of the bids. By executing the Certification, the bidder agrees to provide any additional information or documentation requested by the State to confirm the above certifications and statements within five (5) business days of request (including tax filings, banking statements, financial and accounting statements reflecting Bidder's payment of the subject taxes and such other information regarding bidder's management or directors of its business or trade of its principal place of business).

The State will evaluate the bids in accordance with the award criteria stated in this IFB to determine the lowest responsible bidder. If the lowest responsible bidder is a North Carolina resident bidder, then there will be no consideration of the price-matching preference. If the lowest responsible bid was submitted by nonresident bidder and there are no North Carolina resident bidders that submitted a bid price that was within 5% or \$10,000 of the nonresident bidder's price, then none of the North Carolina resident bidders qualified for the price-matching preference and no review of the Resident Bidder's Certifications is required.

If the lowest responsible bid was submitted by nonresident bidder and there are one or more North Carolina resident bidders that submitted a bid price that was within 5% or \$10,000 of the nonresident bidder's price, then the evaluators shall review the Certification(s) of the resident bidder(s) to determine whether the resident bidders have certified compliance with G.S. § 143-59(c)(1), (3) and the information and documentation provided in or with the Certification supports the resident bidder(s) certifications. The evaluators may seek clarification of the certifications and/or information in a resident bidder's Certification and request documentation (including but not limited to income tax or unemployment tax returns, reports and/or filing (annual and/or quarterly); banking statements or financial/accounting statements reflecting bidder's payment of income taxes or unemployment taxes to the State of North Carolina and such other information regarding bidder's management or directors of its business or trade of its principal place of business.). If the resident bidder's Certification for the price-matching is challenged in a bid protest, the resident bidder shall provide the foregoing information and/or documents to the State within five (5) business days of receiving a request from the State for such information and/or documentation. Pursuant to G.S. §§ 132-1.1, 105-259(b) and Paragraph 17 of the Instructions to Bidders, the State is prohibited from making public disclosures of the bidder's tax information and documents (except if one of the 39 exceptions applies in G.S. § 105-259(b)) and the State shall preserve the confidentiality of the tax information and/or documents received in response to a request for clarification (or, as discussed below, to resolve a bid protest challenging resident bidder's qualification for the price-matching preference). In order to further preserve the confidentiality of bidder's tax information and documentation provided the State, the bidder shall comply with Paragraph 17 of the Instructions to Bidders and mark "CONFIDENTIAL" at the top and bottom of each page of the information and documentation. After review of the Certification(s) and any clarification, the evaluators shall include in their recommendation for award a finding that the North Carolina resident bidder(s) was or was not qualified for the price-matching preference.

If more than one North Carolina resident bidder qualified for the price-matching preference, then the evaluators, purchaser, or procurement specialist shall prioritize the qualified North Carolina resident bidders according to their original bid prices, from lowest to highest, so that qualified North Carolina resident bidder that submitted the lowest bid should get the first opportunity to match the bid price of the nonresident lowest responsible bidder. If the lowest responsible and qualified North Carolina resident bidder declines to accept contract award, then the contract should be offered to the next lowest qualified North Carolina resident bidder and to continue in this manner until either a qualified North Carolina resident bidder accepts to contract award or the award is made to nonresident bidder if no qualified North Carolina resident bidder accepted the award. If two responsible North Carolina resident bidders qualify for the price-matching preference, both had the same bid price, then the evaluators, purchaser or procurement specialist may: (1) consider the information provided in these bidders' Certifications or publicly available information to determine which bidder the contract award would have a greater impact of stimulating or sustaining the North Carolina economy and/or is most likely to create or save jobs (e.g., if the choice is between a resident broker and a resident manufacturer of the subject goods, then the contract should be awarded to the resident manufacturer); (2) consider the unemployment rate in the municipality or county where each bidder's principal place of business is located; or (3) seek clarification from the bidders to ascertain the impact on their respective businesses if offered the award of the contract.

If the resident bidder requests and qualifies for the price-matching preference, the resident bidder will first be offered the contract award and it will have three (3) business days to accept or decline the award based on the lowest responsible nonresident bidder's price.

If at any time during or after the procurement process (including but not limited to clarifications and resolution of bid protests), the State determines that: the certifications or information in the Certification were false, substantially inaccurate, materially misleading; or the Bidder failed to provide, within the specified time period, the information and documentation the State requested, then the State may:

- (1) Cancel the resident bidder's contract and/or purchase order that was awarded based on the price-matching preference and resident bidder shall be liable for all its cost it incurs as a result of the cancellation and all increased costs of the State may incur by awarding the contract to the next lowest bidder;
- (2) Bidder will not be entitled to any price-matching preference in any future State bidding opportunities;
- (3) Action may be taken against the contractor under the False Claims Act, G.S. § 1-605 through 1-617, inclusive, for submitting a false Certification for the price-matching preference under Executive Order #50 (including but not limited to treble damages and civil penalties); and/or
- (4) Debar Bidder from doing business with the State of North Carolina for a period determined by the State Purchasing Officer and/or Board of Award.

**NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS**

1. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, the Department of Public Safety may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. The Department of Public Safety reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to the Department of Public Safety.

**The contractor shall be in default, if its Certification submitted for a price-matching preference under Executive Order #50 and G.S. § 143-59 was false and/or contained materially misleading or inaccurate information, and/or contractor failed to provide information and documentation requested by the State to substantiate contractor's Certification.**

In addition, in the event of default by the Contractor under this contract, the State may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the State has with the Contractor, and de-bar the Contractor from doing future business with the State. The State may take action against the contractor under the False Claims Act, G.S. § 1-605 through 1-617, inclusive, for submitting a false Certification for the price-matching preference under Executive Order #50 (including but not limited to treble damages and civil penalties).

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the State may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the State, and de-bar the Contractor from doing future business with the State.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The Department of Public Safety reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.  

G.S. 143-59.1 bars the Department of Public Safety from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates); collect(s) the appropriate taxes.
5. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
7. **INSPECTION AT CONTRACTOR'S SITE:** The Department of Public Safety reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for the Department of Public Safety 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.
8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, MasterCard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
9. **AFFIRMATIVE ACTION:** The contractor 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 by reason of race, color, religion, sex, national origin or disability.
10. **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.

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11. **STANDARDS:** 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.
  12. **PATENT:** The contractor shall hold and save the Department of Public Safety, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
  13. **ADVERTISING:** Contractor agrees not to use the existence of this contract, the name of the Department of Public Safety, or the name of the State of North Carolina as part of any commercial advertising.
  14. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during and after the term of the contract to verify accounts and data affecting fees or performance).
  15. **ASSIGNMENT:** No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, the Department of Public Safety may:
    - a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and
    - b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check.In no event shall such approval and action obligate the State to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.
  16. **INSURANCE:**

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

    - a. **Worker's Compensation** - The contractor 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 \$150,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
    - b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 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 in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

**REQUIREMENTS:** Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor 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 this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.
  17. **GENERAL INDEMNITY:** The contractor 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 this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

18. **ELECTRONIC PROCUREMENT (APPLIES TO ALL CONTRACTS THAT INCLUDE E-PROCUREMENT AND ARE IDENTIFIED AS SUCH IN THE BODY OF THE SOLICITATION DOCUMENT):** Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The contractor 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.

**THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item on the invoice. There are no additional fees or charges to the contractor for the services rendered by the Supplier Manager under this contract. Contractor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the contractor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the contractor's failure to perform or comply with specifications or requirements of the contract.

Contractor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless Supplier Manager receives written notice from the Contractor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Contractor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Contractor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, contractor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the governmental purchasing entity has not been received by the Contractor. If payment of the transaction fee is not received by the State within this payment period, it shall be considered a material breach of contract. The Supplier Manager shall provide, whenever reasonably requested by the contractor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

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 contractor 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.

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

19. **ELECTRONIC PROCUREMENT (APPLIES ONLY TO STATEWIDE TERM CONTRACTS):**

Within ten (10) calendar days of notice, the contractor shall provide supplier information, contract pricing and other product-related information requested by the State or the Supplier Manager. This information shall include such information as contractor name, SKU, brand/manufacturer, product name and a brief description, unit of measure, price, and other similar information properly requested by the State or the Supplier Manager to facilitate purchasing from the contract. This information shall be posted by the contractor in the format provided by the Supplier Manager, or as otherwise provided in a template or format required by the State. No costs or expenses associated with providing this information shall be charged to the State, its agents (including Supplier Manager) or State approved users of the contract. For the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to use, reproduce, transmit, distribute and publicly display this information. In addition, for the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to reproduce and display contractor's trademarks, service marks, logos, trade dress or other branding designation that identifies the goods available under the contract. The Supplier Manager shall create and maintain, with contractor's timely assistance, web-based placement of contract information, where appropriate, that includes the contract items distributed by the contractor within the appropriate contract categories. The State shall provide any price adjustment/product modification information that it has approved during the course of the contract, to the Supplier Manager immediately upon such change.

If the contractor is not the manufacturer, then it shall be the contractor's responsibility to obtain authorization from the manufacturer to comply with the provisions of this contract, including any appropriate intellectual property rights of the manufacturer. If the contractor is the manufacturer, then the manufacturer shall only authorize dealers, outlets, distributors, value added resellers, etc. (together, "Authorized Resellers") within their network that can comply with the provisions of this contract.

**CONTRACTOR IS AND SHALL REMAIN RESPONSIBLE FOR PAYING THE TRANSACTION FEE ON BEHALF OF ITS AUTHORIZED RESELLERS IN THE EVENT THAT THE AUTHORIZED RESELLER(S) DEFAULTS.**

20. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 90 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party.
- CANCELLATION (EXECUTIVE ORDER #50 CONTRACTS):** A contract awarded to a North Carolina resident bidder pursuant to Executive Order #50 and G.S. § 143-59 may be cancelled by the State, if the State determines that the Bidder's certification or information in Resident Bidder's Certification for Price-Matching Preference under Executive Order #50 is false, materially inaccurate or misleading. The contractor shall bear all losses and liability resulting from the cancellation of the contract and/or any purchase order and the contractor shall be liable for any additional costs the State may incur by contracting with another supplier of the goods or equipment.
21. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases there under.
22. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.
- a. **Notification:** Must be given to the Department of Public Safety, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
- b. **Decreases:** The Department of Public Safety shall receive full proportionate benefit immediately at any time during the contract period.
- c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with the Department of Public Safety reserving the right to accept or reject the increase, or cancel the contract. Such action by the Department of Public Safety shall occur not later than 15 days after the receipt by the Department of Public Safety of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
- d. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.
23. **By Executive Order 24**, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Office of the Governor and Governor's Cabinet Agencies (i.e., Administration, Commerce, Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Revenue, and Transportation). This prohibition covers those vendors and contractors who:
- (1) have a contract with a governmental agency; or
  - (2) have performed under such a contract within the past year; or
  - (3) Anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

**PREA:** The NC Department of Public Safety is committed to a standard of zero-tolerance pertaining to unduly familiar or sexually abusive behavior either by another inmate or by staff, volunteer, vendor, contractor or agent. Staff, volunteers, vendors, contractors or agents are strictly prohibited from engaging in personal dealings or any conduct of a sexual nature with an inmate or juvenile. Conversation and conduct with inmate or juvenile must be professional at all times. Any sexual act between an inmate or juvenile and staff, volunteer, vendor, contractor or agent violates the federal Prison Rape Elimination Act of 2003 (PREA) and is punishable, at a minimum, as a Class E felony in North Carolina. Under North Carolina and federal law neither an inmate nor a juvenile can consent to engage in sexual activity with staff, volunteers, vendors, contractors or agents. Any such activity is considered to be against the will of the inmate or juvenile in the eyes of the law – without respect to what the inmate or juvenile might say. Additionally, it is a crime to sell or give any inmate or juvenile any intoxicating drink, barbiturate or stimulant drug, or any narcotic, poison or poisonous substance, except upon the prescription of a physician; to convey to or take from an inmate or juvenile any letters, or verbal messages; to convey any weapon or instrument by which to effect an escape, or that will aid in an assault or insurrection; to trade with an inmate or juvenile for clothing or stolen goods or to sell an inmate or juvenile any article forbidden by rules or DPS policies. As a valued employee of DPS, it is important to remember that if you become aware of a report of any incidents of unduly familiar or sexually abusive behavior or sexual harassment, you have a duty to report this information immediately to your contact person with the Agency, by email to [prea@doc.state.nc.us](mailto:prea@doc.state.nc.us), or the DPS Communications office at (800) 368-1985. By signing this contract you acknowledge that you understand and will abide by this policy as outlined above.



## Appendix

1. Timberline Homes, Inc. State of North Carolina Retail License printed from State's web site.
2. Timberline Homes, Inc. State of North Carolina issued Manufactured Housing Dealer Certificate.
3. Timberline Homes, Inc. State of North Carolina issued Manufactured Home Salesperson License.
4. Timberline Homes, Inc. North Carolina Manufactured Housing Dealership Bond
5. CMH Homes, Inc. (Clayton Homes - Oxford) State of North Carolina Manufacture License printed from State's web site.
6. Letter from General Manager of Clayton Homes – Oxford, stating Timberline is approved Independent Retailer.
7. Letter from HWC states Clayton Homes Oxford plant is an approved to build HUD Code Homes. This letter is from 2012, we have requested a more recent one but the IPIA has not yet provided it. There have been no changes since the 2012 letter, this Clayton Manufacturing facility produces HUD homes everyday.
8. Floor plan provided of proposed unit meeting State's specifications.
9. Quote / Confirmation sheet provide to showing details for the proposed unit. Proposed unit meets the States specifications with the RFP without exceptions.

# Licensee Details

Corporation Name:

Business Name: Timberline Homes, Inc.

Street Address1: 6777 Fire Department Road

Street Address2:

City: Williamston

State: NC

Zip: 27892

License Nbr: 45293

Record Status: Active

License Expiration Date: 06/30/2015

County: Martin

Phone:

Fax:

Employees:...

Total Records:2

<u>License Nbr</u>	<u>Status</u>	<u>Type</u>	<u>Licensee</u>	<u>Lic. Exp.date</u>
45294	Inactive	Salesperson	Shaw, Paul Jason	05/23/2012
45395	Active	Salesperson	Manzer, Richard Melvin	06/30/2015

2 Licensees Export: [Excel](#) | [PDF](#)

# State of North Carolina

## To All Who Shall See Their Parents

### (Brethren)

# Timberline

LICENSE NUMBER

45293

Timberline Homes, Inc.  
6777 Fire Department Road  
Williamston, NC 27892

is authorized to engage in the business of

Manufactured Housing Dealer

in the State of North Carolina having been duly licensed and bonded by the North Carolina Manufactured Housing Board, as required by

N.C.G.S. 113.8 - 113.29

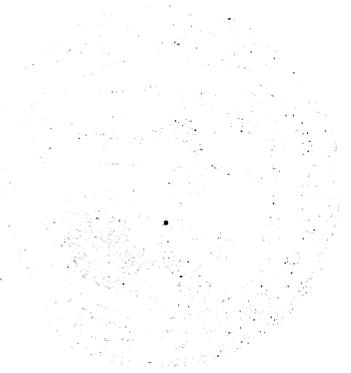
This license is valid until midnight 06/30/2015

In Witness Whereof, I Have hereto signed my name and affixed our Official Seal, in the city of Raleigh.

North Carolina Manufactured Housing Board

By Wagna Goodwin

Commissioner of Insurance and State



3.

State of North Carolina  
MANUFACTURED HOME SALESPERSON

This license is valid until midnight 06/30/2015

Richard Melvin Manzer  
Timberline Homes, Inc. 45293  
6777 Fire Department Road  
Williamston, NC 27892

License Number  
45395

*Is authorized to engage in the business of selling manufactured homes in the State of North Carolina having been duly licensed by the North Carolina Manufactured Housing Board, as required by N.C.G.S. 118-118.8 & 118.25*

*In Witness Whereof, I Have hereunto signed my name and affixed our Official Seal, in the city of Raleigh.*



*Wayne Goodwin*

*Commissioner of Insurance and Chairman*

Certificate - cut around border

45395 State of North Carolina  
Manufactured Housing Board

Richard Melvin Manzer  
45293

*Is authorized to engage in the business of*  
MANUFACTURED HOME SALESPERSON

*Wayne Goodwin*

*Commissioner of Insurance and Chairman*

Expires 06/30/2015

Wallet card - cut around border

24 June 2014

**Important Renewal Paperwork Enclosed**

Dennis Adams  
Timberline Homes, Inc.  
P. O. Box 1225  
Brewton, AL 36427

Re: NC Manufactured Housing Dealership Bond # **NC18326**  
Principal: Timberline Homes, Inc.  
Address: 6777 Fire Department Rd., Williamston, NC 27892  
Bond Amount: \$35,000.00  
Renewal Date: 6/30/2014  
Expiration Date: 6/30/2015  
Surety Company: Merchants Bonding Company

Dennis Adams:

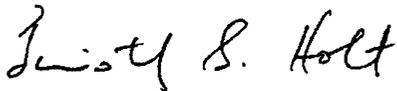
Thank you for renewing your North Carolina Manufactured Housing Dealership bond with T. S. Holt Company. Your continuation certificate is enclosed. You should send the enclosed continuation certificate (*its power of attorney is printed on the reverse of the certificate*) to the NC Manufactured Housing Board along with your license renewal:

North Carolina Manufactured Housing Board  
1202 Mail Service Center  
Raleigh, NC 27699-1202

There will be a nominal fee charged to replace lost certificates.

Thank you for allowing **T.S. Holt Company** to provide your bonding needs.

Sincerely,



Timothy S. Holt

Enclosure

# Licensee Details

Corporation Name: CMH Homes, Inc.

License Nbr: 1090

Business Name: C M H Manufacturing, Inc.

Record Status: Active

Street Address1: 3212 Knotts Grove Rd.

License Expiration Date: 06/30/2015

Street Address2:

County: Granville

City: Oxford

State: NC

Phone: (919) 693-2225

Zip: 27565

Fax: (919) 693-4107

Employees:...

Total Records:0

6.



May 12, 2015

To Whom It May Concern,

Timberline Homes is an approved Independent Retailer authorized to do business with the Clayton Homes Oxford facility. Please feel free to call with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Flores", written over a horizontal line.

Ben Flores

General Manager, Clayton Homes - Oxford



ENGINEERING • INSPECTIONS  
CERTIFICATIONS • TESTING

February 29, 2012

CMH Manufacturing, Inc.  
5000 Clayton Road  
Maryville, Tennessee 37804

To whom it may concern,

Clayton Homes (CMH) Oxford Plant (929) is approved to build HUD Code Homes under the Manufactured Home Construction and Safety Standards in accordance with 24 CFR Part 3280 and 3282.

Sincerely,

HILBORN, WERNER, CARTER & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'Richard S. Nolan', is written over the typed name.

Richard S. Nolan  
Vice President  
Director of DAPIA Services

cc: Mark Ezzo, CMH Manufacturing

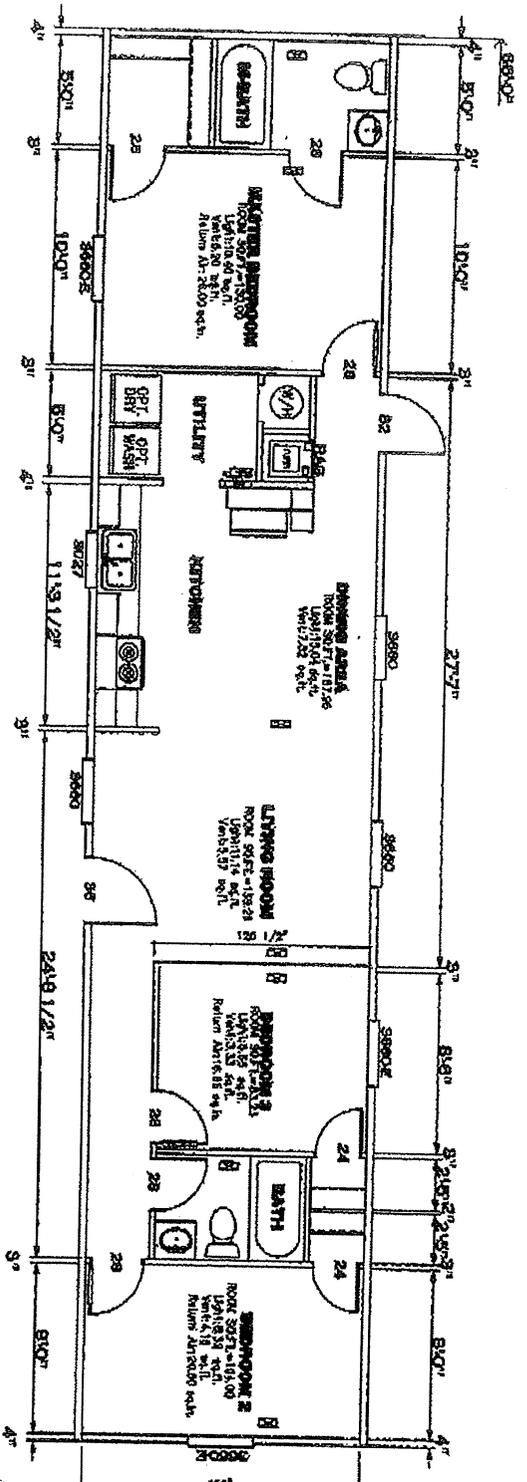
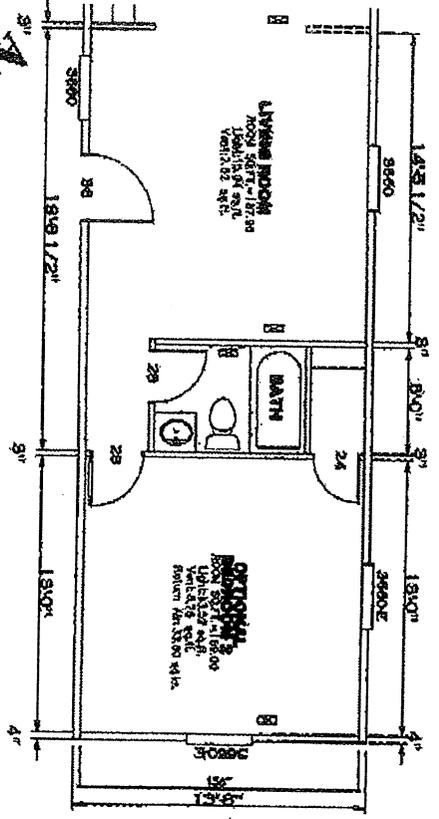
HILBORN, WERNER, CARTER AND ASSOCIATES, INC.  
1627 SOUTH MYRTLE AVENUE CLEARWATER, FLORIDA 33756  
(727) 584-8151  
FAX: (727) 586-3343 / (727) 585-2392 / (727) 587-0447  
Modular / Dapia / Inspection

NON-ADA

<b>FLOOR PLAN</b> Project Designer: <b>CMH</b> Designer: <b>CMH</b> Date: <b>1/20/09</b> Scale: <b>1/8" = 1'-0"</b> Project No.: <b>279060</b>	
SOFT. (STD PLAN "CONDITIONED") SOFT. (W/OPT. - FORTH/REGISS - "CONDITIONED") Model # <b>IKR1462A</b> Drawing # <b>1462A</b> Revision: <b>1</b> Issue No.: <b>279060</b>	
<b>1 KING MANAGER SPECIAL</b>	

**APPROVED**  
**HWC**  
**FEB 19 2009**  
 Federal Health  
 Home Construction  
 and Safety Standards

FP-II-14-1005



QUOTE/CONFIRMATION

To: 110111 Phone:   
 OPEN UNITS   
 INVENTORY   
 INVENTORY, XX 00000

Quote No.: 90136   
 Quote Date:   
 Sales Rep.: CLAYTON/MFG999   
 Sales Note:   
 Model No.: 29COM14663AH12   
 Model Desc: COMPANY SP 14X70(66)DWG#29S031   
 Print Date:

CMH MANUFACTURING, INC.   
 Oxford   
 3212 KNOTTS GROVE ROAD

Retail Cust:   
 Financed By:

Phone No:

Ordered by:

Opt.#	Description	Qty	Price	Opt.#	Description	Qty	Price
000004	COLORS				DEN		
000001	ALEX CHENILLE WALL PANELS STANDARD THRU-OUT HOUSE			179999	MASTER BEDROOM BEDROOM FURNITURE	1	-
092421	#710 HAZELNUT STD. CARPET				BEDROOM #2		
022108	55" BLACK SHUTTERS STANDARD				BEDROOM #3		
019995	*****				BEDROOM #4		
092420	ENTRY LINO COLOR	1	-	950000	MISCELLANEOUS	1	-
000036	LINO BATH COLOR	1	-		FREIGHT CHARGES ON QUOTE IS AN ESTIMATE ONLY. FINAL COST WILL BE WHEN HOME SHIPS		
022409	BATH COUNTERTOPS	1	-		HUD LABEL		
022108	FLOOR LINO KITCHEN/UTILITY	1	-		VALANCES STD. THRU-OUT HOUSE		
019995	INTERIOR DECOR	1	-		*****		
092420	KITCHEN COUNTERTOPS	1	-		*****		
000036	EXTERIOR SIDING	1	-		*****		
000018	FLOOR				PLEASE SIGN BELOW WHEN ORDERING		
022049	5/8" OSB FLOORING				****DELIVERY AGREEMENT****		
	LINO STD. KITCHEN, UTILITY, BATHS AND ENTRY				DEALER WILL TAKE DELIVERY OF HOME WHEN HOME COMES OFF LINE		
	STANDARD SONIC CARPET				DEALER REPRESENTATIVE		
	*****				DATE		
	#9320 DIAMOND FLOOR STANDARD LINO	1	-	000010	WASHER/DRYER SHELF	1	-
	REBOND PAD IPO FOAM PAD (SW)	1	-	075000	ASSOCIATION DUES	1	-
	*****						
000024	PLUMBING & ELECTRICAL						
000011	WATER SHUT-OFFS THRU-OUT						
000031	WIRE/VENT/PLUMB WASHER-DRYER						
000035	*****						
000012	BRUSH NICKEL FAUCETS STANDARD	1	-				
000003	FRONT/REAR EXT LIGHT JELLY JAR	1	-				
	STD.TUB W/SURROUND IN MASTER	1	-				
	WHITE PLASTIC SINKS ALL BATHS	1	-				
	12KW FURNACE	1	-				
	30 GALLON WATER HEATER	1	-				
000021	EXTERIOR						
000014	REMOVABLE HITCH	1	-				
000019	WEATHERED WOOD SHINGLES	1	-				
000007	LAP/SHINGLE STANDARD	1	-				
132108	BRAKE AXLES WITH TIRES 2	1	-				
	IDLER AXLES WITH TIRES 2	1	-				
	8'FLAT CEILINGS STANDARD	1	-				
	30X54 WINDOWS STD. W/55" SHUTTERS	1	-				
	*****						
075000	BLANK REAR DOOR STANDARD	1	-				
064026	FOAM CORE BACKING	1	-				
	HTD W/STORM ON FRONT STD	1	-				
	STORM WINDOWS	1	-				
	WIND ZONE 3 (SW)	1	-				
	ROOF RAFTERS 16" O.C.	1	-				
	EXPOSURE - D	1	-				
	22-11-28 DUKE TZ3 SW	1	-				
022000	KITCHEN						
161030	CENTER BASE SHELF	1	-				
161101	STAINLESS STEEL KITCHEN SINK	1	-				
	30" OVERHEAD CABINETS NO BACK	1	-				
	*****						
	TOBACCO CHERRY CABINETS STANDARD	1	-				
	GE STD.18CF REFRIGERATOR (NO ICE)	1	-				
	(AVAILABLE IN WHITE ONLY)						
	GE STANDARD ELECTRIC RANGE	1	-				
000034	DINING ROOM						
	STANDARD LIGHT	1	-				
170025	LIVING ROOM						
	BARGAIN FURNITURE PACKAGE	1	-				
	300 SOFA DARAPELLA GRAY						
	300 CHAIR DARAPELLA GRAY						
	T-570-10 COCKTAIL TABLE						
	*****						
	D-121-25 DINING TABLE						
	D-212-02 CHAIRS (4)						

Base Cost of Home   
 Material Surcharge 14x661   
 Options Total   
 MHI Dues   
 Quote Total

\*\* IMPORTANT: Manager must sign and date this confirmation in order for home to be scheduled and built.   
 \*\* FAX No: \_\_\_\_\_ Please sign and FAX X \_\_\_\_\_ Date \_\_\_\_\_

QUOTE/CONFIRMATION