

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

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: Aries Building Systems, LLC		
STREET ADDRESS: 1806 Woodsdale Drive	P.O. BOX:	ZIP: 27703
CITY & STATE & ZIP: Durham, NC 27703	TELEPHONE NUMBER: 1-919-457-2481	TOLL FREE TEL. NO (800)
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO BIDDERS ITEM #21): <i>12621 FEATHERWOOD DR., HOUSTON, TX 77034</i>		
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: Darrell C Mullinix Jr	FAX NUMBER: 1-919-439-2351	
AUTHORIZED SIGNATURE: <i>Darrell C Mullinix Jr</i>	DATE: 5-14-15	E-MAIL: bmullinix@ariesbuildings.com

Offer valid for 45 days from date of bid opening unless otherwise stated here: 365 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>02</u> day of <u>May</u> , 20 <u>15</u> <i>Joanne Powell</i> (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>
BID NO. 19-013089-DTA North Carolina Department of Public Safety Purchasing and Logistics 4227 Mail Service Center Raleigh, NC 27699-1801	BID NO. 19-013089-DTA 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 / **NO** (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 / NO
(circle one)

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:

Street Address (no P.O. Box number)

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: _____

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 / NO
(circle one)

A. State the number of Bidder's employees that work at the North Carolina principal place of business:

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

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

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 (See attachment 1).

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 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.

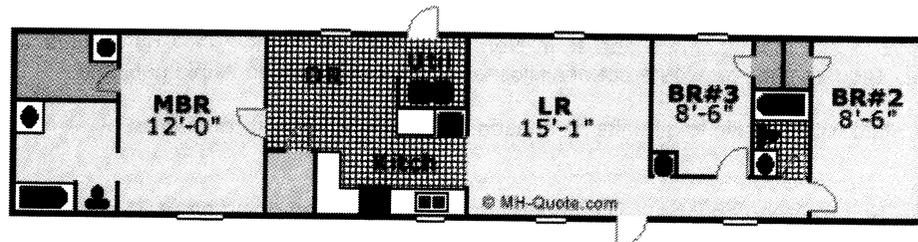


Figure 1 – Typical Floor Plan
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- c. Exterior Construction – Unit shall be covered with the manufacturers' standard full vinyl siding. Roof shall have shingles with 20-year warranty. Front door shall be solid core door with a storm door. Rear door to 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 Champion Enterprises

Manufacturer Address 115 Titan Roberts Road

Lillington

NC

27546

Make/Model Dutch Series/*Matches floorplan in bid package

Distribution/Service sites 115 Titan Roberts Road

Lillington

NC

27546

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

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? 21 days

How many days will it take your production line(s) to be fully functional in the production of units? 15 days

Once your production line(s) are fully operational, state your maximum production of homes for a one week period. 50 units

Vendor contract administrator:

Name Butch Mullinix
 Telephone 1-919-457-2481
 E-Mail bmullinix@ariesbuildings.com

Vendor 24/7 emergency contact:

Name Butch Mullinix
 Telephone 1-919-457-2481
 E-Mail bmullinix@ariesbuildings.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
<u>Patterson UTI Energy Inc</u>	<u>Houston, TX</u>	<u>Melvin Hall, 903-877-3659</u>
<u>Hemerich & Payne</u>	<u>Tulsa, OK</u>	<u>Preston Hale, 918-588-5399</u>
<u>Bison Drilling</u>	<u>Midland, TX</u>	<u>Baron Honea, 1-432-617-0511</u>

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.	\$ 39,999.00
B. Manufactured home as specified (gas option) with factory wired and plumed, with furniture.	\$ 41,999.00

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.

Attachment 1

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:** yes

Aries Building Systems, LLC
 _____ Territory Mgr SE 5-14-15
 Company Name Signature and Title Date

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.

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.

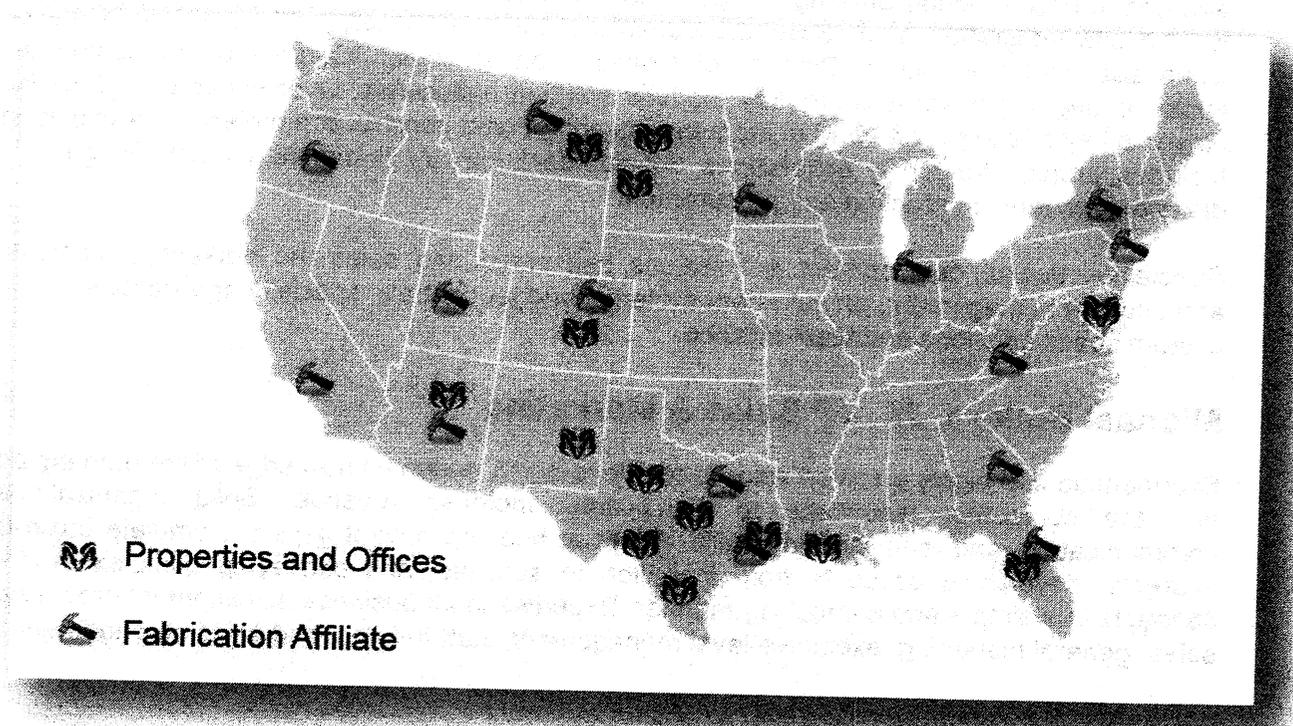
Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

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, 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.



ARIES is currently staffed with over 100+ employees located with offices across the United States. We own our manufacturing facilities, the delivery trucks, and have staff design engineers and installation crews. These in-house capabilities allow us to mobilize upon contract award. All financial, bonding and insurance requirements are in place to support this project schedule, size and scope.

Upon final notification of program award, ARIES is prepared to commence operations under this program immediately. As indicated in our project timelines, as well as the additional materials contained within this proposal, ARIES has the resources and personnel in place to coordinate with NC Department of Public Safety personnel to finalize project plans and quickly start operations. You can rely on ARIES to quickly provide a consistent, dependable, quality housing solution.





Key Personnel

Michael A. Bollero, President

Mr. Bollero has been involved in the modular building industry for over forty years, the last 10 with Southern Modular Industries where he was President and founding member. SMI was the largest manufacturer of modular buildings in the State of Texas. His responsibilities at SMI included formation and implementation of all operational and technical policies and processes as well as supervision of the accounting, sales, production, legal, and asset protection. He has held Senior Management responsibilities in all aspects of the industry including the manufacture of domestic modular, international, and off shore structures at Elder International and Porta-Kamp Mfg. Mr. Bollero initiated turnkey construction services at several companies including ARIES and is a licensed General Contractor in several states.

Mr. Bollero's current responsibilities include the implementation, oversight and financial responsibility for the entire business.

Christopher A Brewer, VP Business and Products

Chris has been involved in the modular building industry for over fifteen years. Entering the industry by running and operating a family owned fabrication facility which specialized in custom and commercial modular building components, services and installations. Driven by a passion for the site integration of modular components within the conventional construction market, Chris assumed the role of Director of Construction at Resun Corporation managing and implementing site integrated turn-key modular solution nationwide. Over his career, Chris has played a key role in over \$400M of modular and component construction projects. His expertise Includes: project structuring, acquisitions, development, construction management, design, disaster recovery, contracting and procurement.

Specialties: design, development, acquisitions, deal structuring, sales and marketing, business and account management, procurement systems, budget controls, specialty applications, custom space solutions and team alliance.

Michael Bollero, Jr., VP Sales & Marketing

Experienced and highly qualified sales leader leveraging in-depth knowledge of the marketplace and the competitor landscape to significantly increase revenue. Solid organizational, communication, and team building skills. Adept at bridging project gaps to complete business interests, developing accounts from inception to success, and conveying complex product concepts in a simple and compelling manner. Expertise in all business development processes, sales, general marketing, executive-level management, staff training, and sales management.



Richard J. Brewer, Director of Supply Chain

Mr. Brewer has over 40 years in the Modular and General Construction Industries. He has acted as Owner, President, and General Manager with strong daily roles in engineering and procurement for several Modular Manufacturing facilities and has owned his own site construction and general construction firms.

Mr. Brewer's current duties include the development and implementation TX manufacturing and facilities, in all market. This includes recruitment, training, procurement, design and pricing for the ARIES production team. .

Doug White, Project Manager

Doug has both construction and modular experience and has held positions at various prefabricated building facilities throughout the United States. His responsibilities have included, team lead, site supervision, service management and project management. For several years, Doug owned and operated a modular office contracting company that managed transport, set-up and assembly of modular offices as well as refurbishing offices for re-use. As Project Manager at ARIES, Doug is responsible for all aspects of a modular project from construction to completion. He is in charge of field operations, scheduling and communicating effectively with subcontractors, owners and suppliers.

Barry A. Roman, President

Barry is co-founder and President of Reliant Asset Management, LLC ('RAM'). Prior to RAM, Barry was co-founder and President of Resun Leasing, Inc. from 1986 to late 2003. Resun Leasing, Inc. started as a third party finance company for modular building dealers and became the third largest nationwide dealer of modular buildings. In 2003 Resun had 38 offices throughout the US, more than 200 employees and a sizeable lease fleet of modular buildings. After Barry left Resun, Resun acquired GE Capital Modular Space and currently operates as ModSpace Corporation. Prior to Resun, Barry structured equipment lease financings of large ticket items at Finalco, Inc. in McLean, VA and was a secured loan officer at Bank of Boston in Boston, MA.

Michael I. Roman, CEO/COO

Mike is co-founder and Vice President of RAM. Prior to RAM, Mike was the CFO for Stanley Martin Homes in Reston, VA and was co-founder and Vice President of Resun from 1986 to 2003. Prior to Resun, Mike was responsible for equipment leasing pricing and syndications at Finalco, Inc. in McLean, VA and served in the tax department with Deloitte & Touché. Mike was on the Board of Directors of the Modular Building Institute for many years, served as President of the MBI for two (2) one year terms and received the industry's outstanding achievement award in 2002.



Peter Eberle, Executive Vice President

Peter is Executive Vice President of RAM. Mr. Eberle joined Reliant Asset Management (RAM) in October of 2011 and is responsible for Field Operations and sales for RAM and its subsidiaries including Aries Building Systems. In this capacity he directs all sales and marketing, customer relations and portfolio management functions including remote lodging and commercial services. From 1991-2003 he served as COO of Resun Leasing (now ModSpace), one of the nation's largest lessors of modular and relocatable buildings, and assisted in growing the business to annual sales in excess of \$125 million. From 2003-2011 Mr. Eberle held several C-level positions with domestic and international businesses in the dredging, furniture manufacturing and food preparation industries as well as being a consultant and business development manager within the leasing industry. Mr. Eberle earned a B.S. degree from Miami University in Oxford, OH in 1984.

Saul M. Rothenberg

Saul is the Chief Information Officer for RAM. Prior to RAM, Saul was the Chief Information Officer for Bakbon Technologies, a software firm specializing in the modular building industry and, from 1999 to 2003 was the Chief Information Officer for Resun Leasing, Inc. Prior to Resun, Saul worked as a consultant for Answerthink on Oracle financial implementations and in a variety of positions with GE Capital Modular Space from 1993 to 1998. Saul is a GE certified black belt and a certified public accountant (PA 1992).

Butch Mullinix

Territory Manager Southeastern US
Aries Building Systems, LLC
www.ariesbuildings.com
1-919-457-2481



Company Overview:

ARIES Building Systems is a leading provider of modular buildings, creating innovative space solutions to meet the expansion needs of clients in a diverse group of industries, including: education, healthcare, corporate, retail/hospitality, correctional and government.

Our success is largely due to the reliability and responsiveness of our team of experienced professionals. Members of our management, operations and sales teams have, on average, twenty years of experience in the modular and construction industries. We ask our Clients to measure us in terms of our integrity, dependability, and thoroughness. We listen carefully and then use our resourcefulness, experience, and financial strength to deliver a quality turnkey project on time and within budget.

At Aries Building Systems, we pride ourselves on being a fully integrated provider of modular structures with design + technical expertise and financial innovation – a strategy that has already made us a first choice to customers.

Services Provided:

We believe there's nothing more important than consistent delivery of exceptional service, dependability and innovation. ARIES Building Systems promotes our philosophy of achieving together by learning from our clients, ensuring the development of mutually rewarding results and outcomes.

We offer an all-inclusive approach to every project by providing services including but not limited to:

- Design/Build Engineering
- In House Manufacturing
- In House Transportation Arm
- Construction Services & General Construction
- Civil engineering work
- Financing of Project
- Scheduling & Planning
- Quality Control
- Safety Management
- Production & Code Compliance
- Facility Management Services

At ARIES, we work closely with our clients throughout the entire construction process offering a comprehensive approach to each and every project. A member of our senior management team is involved in each project and an ARIES representative is directly accountable for all aspects of the project from design, scheduling and project management to quality control. We have found that this process allows us to manage our prefabricated building projects effectively and enables us to develop lasting relationships with our clients.



From Start to Finish...And Beyond

ARIES Building Systems specializes in supplying full turnkey commercial and residential modular buildings to a wide range of industries and applications across the US and Canada. From START to FINISH ARIES can design, engineer, deliver, install and operate facilities from just a few beds to several hundred beds or from several hundred square feet to multiple story complexes in excess of 50,000sf. Our customers enjoy the uniqueness in our ability to offer a single source contact and contract for all services necessary to ensure every expectation is met or exceeded. With a seasoned team of modular building experts, ARIES brings ideas and applications from many industries to every new project and delivers consistent results.

Our ALTERNATIVE CONSTRUCTION METHODS allow us to complete the civil work at the same time we are manufacturing the modules in plant thus allowing for an accelerated delivery schedule. We can provide "green" buildings that comply with most IGCC regulations. All units are built to comply with IBC structural requirements and are state sealed when required.

Along with turnkey project completion ARIES also offers a wide range of purchase and lease options. This in-house financing is secured well before your building is delivered and is just one less thing you need to worry about. From direct sales to operating lease or per bed rentals we will work with you to create a financing package that fits within almost any budget. ARIES provides everything you need from A to Z making sure you receive what you want in even the most remote and challenging environments.

The Future

At ARIES Building Systems, we pride ourselves on being a fully integrated provider of modular structures with design + technical expertise and financial innovation – a strategy that has already made us a first choice to customers.

Our solid foundation includes a growing customer base along with many long term strategic partnerships. Increasing our Product and Service Offerings both domestically and internationally forms a key part of our growth strategy for the future.

We are determined to continue to lead the way in both customer satisfaction and construction innovation. Our solid foundation includes a growing customer base along with many long term strategic partnerships. Increasing our Product and Service Offerings both domestically and internationally forms a key part of our growth strategy for the future.



Commitment to Quality & Safety

Achieving total Customer Satisfaction through Safety, Quality, and on-time completion of all projects are the goals we bring to each project. This strategy continues to make us a first choice to customers.

Safety First

ARIES is committed to establishing a safe work environment. This is only achieved through the individual and collective efforts of each and every member of our company. We certify that our performance on all construction projects, will be in compliance with OSHA requirements. HAZMAT information will be available at the jobsite. Tool-box meetings for all ARIES employees will be held weekly. All site supervisors will be safety trained, and all pertinent OSHA reporting will followed. A complete company safety manual will be provided upon request.

Commitment to Quality

Our quality control processes ensure that all customers consistently receive an end-product that exceeds their expectations. Quality Controls and Implementation from ARIES Buildings Systems means you will have professional review and assurance of factory built components and site construction though-out your project.

Combining traditional building techniques, quality manufacturing and third-party review and inspection agencies who offer random inspections, testing, and certification services for quality control, component modular buildings are built in strict accordance with appropriate local, state, and national regulations and codes. Each level of our company's staff plays an integral role in this process, thereby making construction quality control a company-wide effort on each project.

Affirmative Marketing

ARIES is an Affirmative Action/Equal Opportunity Employer and is strongly committed to all policies which will afford equal opportunity employment to all qualified persons without regard to age, ancestry, color, marital status (including civil union status), economic status (including Section 3 businesses and individuals), national origin, race, religious creed, sex, sexual orientation or disability, unless it is shown that such disability prevents performance of the work involved. This policy and practice applies to all persons, particularly those who are members of the protected classes identified as being Black, Hispanic and others such as Asian, Native American, etc., and Women, economically disadvantaged individuals and Persons with Disabilities.



Financial Capabilities

ARIES Building Systems, LLC is a limited liability company organized under the laws of the state of Texas on October, 2012. Its principal office is located at 1919 Mueller Lane, Troy, Texas 76579.

Taxpayer ID Number: 46-1177375
Duns Number: 078686613

Executives:

President	Michael Bollero, Sr.
Vice President Business Development	Christopher Brewer
Vice President Sales and Marketing	Michael Bollero, Jr.
Controller	Jim Muller
Director of Operations	Rich Brewer
Director of Construction Services	Christopher Clement

Bonding Capacity

Bonding Company: Hartford Fire Insurance Company

Single Job Capacity: \$2,000,000.00

Aggregate Capacity: \$5,000,000.00

*Bonding capacity letter is attached.

Insurance Information

Workers Compensation: \$1,000,000

General Liability: \$1,000,000

General Aggregate: \$2,000,000

Automobile Liability: \$1,000,000

*Certificate of Insurance is attached.

Financing/Capital Solutions

ARIES offers a wide variety of financing options for qualified customers. Our financing arm will structure a plan to meet your needs. A variety of financing solutions include:

- Operating leases and finance leases (lease-to-own)
- Short term and long term financing programs
- Short term rentals
- Multi year leases
- Lease-to-own
- Outright purchase



References

Reference Entity: KIPP
Reference Name: Lorena Zbranek, Linbeck, Inc.
Address: 3900 Essex Lane, Ste., 1200, Houston, TX 77027
Phone: 713.621.2350
Email: lzbranek@linbeck.com
Project Name: Multiple Sites –Turnkey Modular Campuses
Project Dates: 2013 – August 2014

Reference Entity: City of Williston, North Dakota
Reference Name: Bill Tracy, Building Department & Engineering Department
Address: 517 8th Avenue East, Williston, ND 58802
Phone: 701.770.4230
Email: billt@ci.williston.nd.us
Project Name: Modular Office Building
Project Dates: April 2013 – June 2013

Reference Entity: Lubbock ISD
Reference Name: Bill Craft
Address: 1628 19th Street, Lubbock, TX 79401
Phone: 806-219-0220
Email: bcraft@lubbockisd.org
Project Name: Turnkey Modular Campus/Relocation Services
Project Dates: 2014 – Still Active

Reference Entity: Gatesville ISD
Reference Name: David Hamilton
Address: 311 S. Lovers Lane, Gatesville, TX 76528
Phone: 254-865-7251
Project Name: Modular Building Remodel/Installation Services
Project Dates: 2014 – Still Active

Reference Entity: Tulane University
Reference Name: Michael Jester, Director Mitigation
Phone: 504-382-5930
Email: mpjester@tulane.edu
Project Name: Student Lounge and Laundry Facilities – Hurricane Katrina Recovery
Project Dates: August 2006

Reference Entity: Patterson UTI Energy Inc.
Reference Name: Melvin Hall
Phone: 903.877.3659
Email: Melvin.hall@patenergy.com
Project Name: Multiple Projects – Ongoing Projects'
Project Dates: November 2011 - Present

Reference Company: Hemerich & Payne
Reference Name: Preston Hale
Phone: 918.588.5399
Email: preston.hale@hpidc.com



Project Name: Multiple Projects – Ongoing Projects'
Project Dates: November 2011 – Present

ARIES Vendor/Supplier References

Vendor/Supplier	Telephone	Fax
ABC Supply Co., Inc	(817) 451-2121	(817) 451-3190
Amerimax Building Products	(800) 473-1541	(866) 705-9722
Basic Components, Inc	(817) 473-7224	(817) 473-3388
Custom Vinyls	(254) 799-5717	(574) 524-7748
Davidson Electric Co.	(281) 993-9300	(281) 993-9407
Dealers Electrical Supply	(254) 773-5271	(254) 770-0380
Fabral	(770) 239-9594	(877) 751-2226
Fastenal Company	(254) 791-5000	(254) 791-0445
Johnson Supply	(713) 830-2300	(713) 662-5542
Pocahontas Aluminum Company, Inc.	(870) 892-3689	(870) 892-9858
Posey Supply	(205) 489-5153	(205) 489-5155
Richards Supply Company	(254) 754-2351	(254) 756-2858
Sexauer	(800) 431-1872	(888) 499-0441
Tell Manufacturing, Inc.	(717) 625-2990	(717) 625-7095
UFP Distribution-TX	(229) 271-4800	(229) 271-4820
Wesco Distribution, Inc.	(800) 664-3755	(813) 888-5653
Wichita Metal Products, Inc.	(940) 322-9611	(940) 322-9680
Woodson Lumber	(979) 773-2238	(979) 822-1224

WARRANTY CERTIFICATE

Client: STATE OF NC DEPT OF PUBLIC SAFETY
Project: MANUFACTURED HOME DISASTER CONTRACT
Serial Numbers: TBD
Warranty Start Date: UPON DELIVERY AND INVOICE DATE
Warranty Expiration Date: 1 YR AFTER INVOICE

Aries Building Systems, LLC Limited Warranty

Aries Building Systems, LLC warrants for a period of one (1) year from the date of invoice to its' client that each modular building supplied by it will be free from defects in material and workmanship under normal use and service. Mechanical items such as heater, air conditioner, hot water heater and other components, which are purchased by Aries Building Systems, LLC from equipment manufacturers, carry their own warranty. The warranty does not cover any modular building that has been subject to misuse, neglect or accident. Further, Aries Building Systems, LLC Limited Warranty is contingent to the following conditions:

1. This warranty shall not apply unless the structure has been installed in accordance with the plans and specifications and Aries Building Systems, LLC Installation Manual.
2. All claims for warranty must be approved by the Aries Buildings Systems, LLC Service Department prior to the performance of work and contain the following information:
 - a. Serial Number
 - b. Description of the problem
 - c. Location of the unit
 - d. Point of Contact with Telephone number and email address
 - e. Anticipated cost of repair if work will not be performed by Aries Building Systems, LLC service personnel
 - f. Labor Rates that will apply to the repair work
3. Any work performed prior to notification or without the necessary information may not be reimbursed. All warranty work must have an Aries Authorization Number prior to commencement of the repair.

Aries Building Systems will approve labor rates that take into consideration the normal time to perform the necessary repair and the location of the work, however Aries will not be bound to prevailing wage or premium time labor costs. Aries will attempt to use its own personnel to perform warranty repairs whenever possible.

The remedy herein provided is Aries Building Systems' only obligation. In no event shall Aries Building Systems, LLC be liable for incidental or consequential damages, including by way of illustration and not limitation, loss of profits and loss of other property or equipment, unless such damages are for personal injury.

The foregoing warranty is expressly in lieu of all other warranties, whether expressed or implied, including but not limited to the applied warranty or merchantability and fitness for a particular purpose.

Darrell C. Mullinix Jr
Aries Buildings Systems Representative - Signature

Darrell C. Mullinix Jr Territory Mgr SE
Aries Building Systems Representative - Name and Title

Aries Building Systems, LLC
1919 Mueller Lane
Troy, TX 76579



* THE BID SPECS SUPERCEDE ANY DIFFERENCES BELOW.

CONSTRUCTION:

- All HUD Construction Requirements
- Steel Frame
- Wind Zone I Construction
- Thermal Zone II Construction
- 24" On Center Rafters
- 7/16" OSB Roof Sheathing
- 2x4 Exterior Walls 16" On Center
- 2x3 Interior Studs Throughout
- 2x6 Floor Joists 16" On Center (14' wides)
- 2x8 Floor Joists 16" On Center (16' wides)
- Insulation: R-22 Ceiling, R-11 Walls, R-11 Floor
- 8' Flat Ceiling
- 19/32 Tongue & Groove OSB Floor Decking
- Recessed Frame
- Removable Hitch

EXTERIOR:

- Double 5 Vinyl Siding
- Metal Eaves
- 20 Year Fiberglass Shingles
- Foam Core Exterior Sheathing
- Vinyl Insulated 36x60 Windows (kitchen & bath sizes vary)
- Shutters on Front Door Side and Hitch End
- 6" SmartPanel® Lineals on Front Door Side (window only)
- Light Fixtures at All Exterior Doors
- 36x82 House Type Front Door, Composite Door Jamb (no storm)
- 34x76 Out-Swing Rear Door (blank), Composite Door Jamb

PLUMBING, HEATING & ELECTRICAL:

- GFI Receptacles in Kitchen and Bath
- Smoke Detectors in Main Living Areas & Bedrooms
- 200 AMP Service - Total Electric Home
- 8 Wire Thermostat
- Electric Furnace
- 30 Gallon Electric Water Heater
- Exterior Electric Receptacle (location per print)
- 'PEX' Plumbing Lines
- Water Shut-Off Valves at Toilets and Sinks
- Plumb and Wire for Washer and Dryer

INTERIOR:

- Colored Feature Walls
- 2" Mini-Blinds Throughout
- Blown Textured Ceiling
- Vinyl on Gypsum Wall Panels Throughout
- 'Live Wire' Carpet by 'Shaw®'
- 3/8" Rebond Carpet Pad
- 'Closet Maid' Vented Shelving
- Glass Ceiling Light Fixtures (1 bulb)
- White 2-Panel Doors
- 1 3/4" Interior Trim Throughout
- Designer Rods with Valances Throughout
- Brushed Nickel Door Knobs, Cabinet Pulls, & Hinges

KITCHEN & BATHS:

- 'Whirlpool' Appliances in Black
- 18 C.F. Frost-Free Refrigerator (no icemaker)
- 30" Free Standing Electric Range
- 30" Lighted Range Hood
- 42" Texas Overhead Cabinet Design
- Cabinet Crown Moulding
- Shelf Above Refrigerator
- Lined Overhead Cabinets
- MDF Raised Panel Cabinet Doors
- Concealed Cabinet Door Hinges
- One-Hole Cabinet Door Pulls
- 1/2 Center Shelf in Base Cabinets
- Bank of Drawers in Kitchen
- Laminate Counterops, Backsplash, Edging
- 'Congoleum Diamond Floor®' No Wax Vinyl Flooring
- Stainless Steel Kitchen Sink
- Plastic Tub/Showers with 1-Piece Surrounds, Anti-Scald
- Flat Mirror(s) Trimmed with 2 1/4" Colored Profile
- Chrome Dual-Knob Bath Faucets, Anti-Scald
- Black Toe-Kicks



Our Homes are crafted by Champion Enterprises in Lillington, NC, where the principles of cutting edge technology and design innovation are artfully blended to produce high quality yet VALUE-BASED recreational and residential homes. Leading the competition in experience and value, Champion helped pioneer factory built housing in 1953 and has since become one of America's largest home builders. Thank you for making Factory Expo Home Centers and Champion Enterprises your choice of home builder.

115 Titan Roberts Rd., Lillington, NC 27546

Important: Due to our policy of continuing improvement, all information in our brochures may vary from actual home. The right is reserved to make changes at any time, without notice or obligation, in colors, materials, specifications, processes, and models. All dimensions and square footage calculations are nominal and approximate figures. Please check with your sales person for specific and current information.

Customer Initials & Date: _____