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Raleigh, NC 27609
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North Carolina Housing Finance Agency

Request for Proposal #: 2026-10

Davis Bacon Compliance Monitoring Services

Date of Issue: 10/16/2026

Date Proposals are Due: 11/10/2026 @ 5:00 PM ET

Direct all inquiries concerning this RFP to:

René Hebacker

Compliance Analyst

Email: DBRA_RFP2026@nchfa.com

Phone: 919-981-2640

**North Carolina Housing Finance Agency
("NCHFA")**

Refer <u>ALL</u> Inquiries regarding this RFP to: René Hebacker Compliance Analyst Email: DBRA_RFP2026@nchfa.com Phone: 919-981-2640	Request for Proposal #: 2026-10
	Davis Bacon Compliance Monitoring Services

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- this proposal is submitted competitively and without collusion and
- its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any state employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with NCHFA, or from any person seeking to do business with NCHFA. By execution of this response to the RFP, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this proposal, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA HOUSING FINANCE AGENCY'S GENERAL TERMS AND CONDITIONS** incorporated herein. These documents can be accessed from the ATTACHMENTS page within this document.

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

VALIDITY PERIOD

Offer shall be valid for at least ninety 90 days from date of receipt by the, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall be incorporated into the written agreement between the parties ("Contract"). The NORTH CAROLINA HOUSING FINANCE AGENCY'S GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR NCHFA USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 2026

_____.

(Authorized Representative of North Carolina Housing Finance Agency)

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1.0 PURPOSE AND BACKGROUND

1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of a final contract (the “Contract”) is executed between NCHFA and Vendor (the “Effective Date”).

At the end of the Contract’s initial term, NCHFA shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. NCHFA will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract’s then-current term. In addition to any optional renewal terms, and with the Vendor’s concurrence, NCHFA reserves the right to extend the Contract after the last active term.

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

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

If Vendors have questions or issues regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If NCHFA determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. NCHFA may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

NCHFA rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

NCHFA may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiation and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.

2.3 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	NCHFA	10/16/2026
Submit Written Questions	Vendor	10/23/2026 @ 5:00 p.m. ET
Provide Response to Questions	NCHFA	10/28/2026
Proposal Submission Deadline	Vendor	11/10/2026 @ 5:00 p.m. ET
Final Selection	NCHFA	11/24/2026
Contract Execution	NCHFA / Vendor	12/03/2026

2.4 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Written questions shall be emailed to DBRA_RPF2026@nchfa.com by the date and time specified above. Vendors should enter "RFP #2026-10 Questions" as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question
RFP Section, Page Number	Vendor question

Questions received prior to the submission deadline date, NCHFA's response, and any additional terms deemed necessary by NCHFA will be posted in the form of an addendum to Agency's Website at <https://www.nchfa.com/about-us/requests-proposalsinfo>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any NCHFA personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

2.5 PROPOSAL SUBMITTAL

Submit proposals electronically in PDF format to: DBRA_RFP2026@nchfa.com and reflecting Subject as: "Davis Bacon Compliance Monitoring Services Proposal – [Firm Name]". If the Vendor's proposal exceeds 25MB, the Vendor may email DBRA_RFP2026@nchfa.com to request access to NCHFA's secure file share site for proposal submission.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. **However, under no circumstances shall price information be designated as confidential.**

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the NCHFA may release an unredacted version if a record request is received.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's proposal(s). Vendors are strongly encouraged to allow sufficient time to upload proposals.

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding to this RFP periodically check NCHFA's website <https://www.nchfa.com/about-us/requests-proposalsinfo>. for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

2.6 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in NCHFA rejecting Vendor's proposal, in NCHFA's sole discretion.

Vendor RFP responses shall include the following items and attachments, which shall be arranged in the following order:

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor's Proposal addressing all Specifications of this RFP. *Indicate relative section references as a guide to responding to sections requiring additional responses outside of the solicitation document. The maximum page limit for Vendor Proposal is 20 Pages.*
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed version of ATTACHMENT C: CUSTOMER REFERENCE FORM
- h) Completed and signed version of ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

3.0 PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

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

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

Only responsive submissions will be evaluated.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation.

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside NCHFA, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. Only those discussions, communications or transmittals of information authorized or initiated by NCHFA for this RFP or inquiries directed to the procurement lead named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

NCHFA will conduct a One-Step evaluation of Proposals:

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by NCHFA not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and NCHFA reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of NCHFA.

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

NCHFA reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with NCHFA.

3.4 EVALUATION CRITERIA

3.4.1 BEST VALUE

The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and NCHFA to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow NCHFA to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

3.4.2 EVALUTION METHOD

Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to NCHFA.

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

- I. **Responsiveness.** Whether each proposal is complete, timely and meets all mandatory submission requirements.
- II. **Technical Evaluation.** NCHFA will evaluate and score proposals based on the following non-price criteria:
 - **Technical Capacity**
Demonstrated ability to perform Davis Bacon Compliance Monitoring, including oversight of prevailing wage requirements, certified payroll review, discrepancy resolution, contractor/subcontractor compliance tracking, and reporting. Evaluation includes system capabilities, data storage and security solutions, staffing resources, workflow efficiency, and the respondent's capacity to meet project timelines.
 - **Financial Soundness**
Evidence of the respondent's financial stability and capacity to support the compliance monitoring engagement, including the ability to meet performance expectations and sustain operations throughout the monitoring lifecycle.
 - **Reporting Capabilities**
Quality, frequency, clarity, and reliability of reporting deliverables related to Davis Bacon Compliance Monitoring. Evaluation includes the respondent's approach to compliance oversight and reporting.
 - **Relevant Experience and Qualifications**
Demonstrated experience performing Davis Bacon or other federal labor standards compliance monitoring for housing programs, public construction, or federally funded development. Particular

consideration will be given to respondents with experience supporting housing finance agencies or administering Davis Bacon Compliance Monitoring for HUD, USDA, or similar federal programs.

- III. **Price Evaluation.** Price proposals will be reviewed after the technical evaluation. Cost will be considered in relation to the strength of the technical proposal to determine an overall best value.
- IV. **Best Valuation Determination.** NCHFA will select the proposal, or combination of proposals, that represents the best overall value to NCHFA, considering technical merit and cost, and may engage one or more vendors accordingly, if it is considered advantageous to NCHFA to do so. All award decisions shall be in NCHFA's best interest.

3.5 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by NCHFA; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, NCHFA will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy NCHFA's needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in NCHFA exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

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

4.1 PRICING

Proposal price shall constitute the total cost to NCHFA for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and include in Vendor's proposal. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION. NCHFA is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify NCHFA within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

4.3 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to NCHFA. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

4.4 REFERENCES

Vendor shall provide at least two (2) references, using ATTACHMENT C: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. References shall not be from the same company. In addition, Vendor shall provide references for and identify other government contracts it has received, for which your company has provided services of similar size and scope. NCHFA may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Proposal.

4.5 VENDOR'S REPRESENTATIONS

If Vendor's Proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of NCHFA under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.6 SUBCONTRACTORS

No portion of the work shall be subcontracted without prior written consent of NCHFA. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish with their proposal the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain solely and fully liable and responsible for the work done by its subcontractor(s) and shall assure compliance with all the requirements and specifications of the contract.

4.7 SECRETARY OF STATE

Vendor will have access to data which may include confidential or personally identifiable information (PII) contained in compliance documents and investigative records related to work subject to Federal prevailing wage requirements; including but not limited to payroll reports and other compliance documents, and investigative records such as employee interview statements. These documents and records contain highly sensitive and confidential information: names, social security numbers, home addresses, earnings, net wages and may contain employer tax identification numbers. Employee interview statements records the identity and states made by people who are ensured confidentiality under federal law. It is a critical term of this contract that Vendor takes aggressive steps to prevent unintended disclosure of this sensitive information.

4.8 SECRETARY OF STATE REGISTRATION

Prior to entering into a contract with NCHFA, the awarded Vendor(s) must complete registration with the NC Secretary of State. Upon notification of award, the selected Vendor(s) must furnish evidence of filing within 10 business days. Failure to provide this documentation may result in the disqualification of the Vendor(s) bid from further consideration for the award.

Vendor registered with the North Carolina Secretary of State: Yes ☐ No ☐

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

The U.S. Department of Housing and Urban Development (HUD) has allocated Community Development Block Grant Disaster Recovery (CDBG-DR) funds to North Carolina under Public Law 118-158 to address unmet recovery needs from Hurricane Helene. Under the HUD-approved State Action Plan, the NC Department of Commerce (NCDOC), Division of Community Revitalization (DCR), administers these funds and provides a portion to the NC Housing Finance Agency (NCHFA) to operate the Rental Production Program - Disaster Recovery Program (RPP-DR). The program combines CDBG-DR funds with Low-Income Housing Tax Credits (LIHTC) to support financially feasible, long-term affordable, and resilient rental housing in disaster-impacted communities.

NCHFA has been sub-granted funding for the construction of five (5) low-income, multi-unit rental projects located in the counties of Buncombe, Caldwell, Cleveland, Haywood, and Rutherford. These projects require adherence to Davis-Bacon and Related Acts (DBRA) labor standards. NCHFA seeks to procure a qualified consultant to perform Davis Bacon Compliance Monitoring oversight independent of the developers and contractors for these five (5) projects.

NCHFA is requesting proposals from qualified third-party vendors to perform independent Davis-Bacon labor standards compliance monitoring services for federally-funded, multi-family new construction projects. The selected vendor will be responsible for comprehensive wage monitoring, certified payroll review, worker interviews, documentation verification, and reporting.

5.2 SCOPE OF WORK AND DELIVERABLES

5.2.1 PRE-CONSTRUCTION AND SETUP

- I. Vendor to confirm and provide confirmation that the federally assisted project construction contracts include the required Davis-Bacon labor clauses.
- II. Vendor to conduct virtual or in-person preconstruction meetings with the General Contractor and all Subcontractors for each of the five (5) projects. The meetings will cover the items related to Davis Bacon compliance with the attendee contractors and subcontractors, including but not limited to, the wage decision, requirements for the submission of weekly certified payrolls, communication protocols, the onsite interview process and required responses to payroll reviews and findings. Virtual meetings should be recorded and a copy of recording provided to NCHFA. All meeting agendas, training materials, and attendance rosters must be provided to NCHFA.
- III. Vendor to verify that the required Davis-Bacon Posters and applicable wage determination are visibly posted at the job site and provide photographic evidence to NCHFA.
- IV. Pre-construction meeting must occur within 7 days of contract award.
- V. Time is of the essence.

5.2.2 WAGE DETERMINATION

- I. Vendor to obtain a Wage Determination from SAM.gov for each of the five (5) projects dated within 90 days of the opening bid date.
- II. Vendor to obtain and provide NCHFA a HUD Form-4720 - Project Wage Rate Sheet each of the five (5) projects.
- III. Vendor to prepare Standard Form SF-1444 (Request for Authorization of Additional Classification and Rate) and submit to NCHFA for submission to the Department of Labor (DOL) when additional job classifications or wage rates are needed that are not included in the original SAM.gov Wage Determination. +

5.2.3 CERTIFIED PAYROLL SUBMISSIONS

- I. Vendor to collect and review all weekly WH-347 Certified Payroll reports for each contractor and subcontractor for each of the five (5) projects.
- II. The review of each WH-347 Certified Payroll report must include but is not limited to:
 - Confirm all sections of Form WH-347 are completed
 - Timeliness of payroll submissions by employers
 - Accuracy of job classifications
 - Correct wage/fringe benefit payments for each job title
 - Signed Statements of Compliance
 - Identification of errors, discrepancies, or omissions
 - Communicate and engage with employers to resolve any errors, discrepancies, or omissions

5.2.4 ON-SITE INTERVIEWS

- I. Vendor will conduct a mutually agreed-upon number of on-site interviews of contractor and subcontractor personnel for each of the five (5) projects using HUD Form-11 to verify job classifications, actual hourly pay rates, and alignment with Certified Payroll Reports. The frequency of onsite visits will be determined as necessary to ensure a valid sample of interviews of the various trades and when they are available on site.
- II. Vendor will verify that apprentices are registered in approved programs and that daily journey worker-to-apprentice ratios comply with guidelines.
- III. Vendor to ensure workers are not misclassified and are paid the correct rate for the exact type of work performed. Vendor to verify that the required Davis-Bacon Posters and applicable wage determination are visibly posted at the job site and provide photographic evidence to NCHFA
- IV. All travel expenses must be pre-approved in writing by NCHFA.

5.2.5 REPORTING

- I. Vendor will prepare and provide monthly reports with the outcome of the weekly reviews of the WH-347 Certified Payroll Report reports for compliance and accuracy. Reports should include, but are not limited to:
 - Confirmation that all sections of Form WH-347 are completed
 - Document the timeliness of payroll submissions by employers
 - Accuracy of job classifications
 - Correct wage/fringe benefit payments for each job title
 - Signed Statements of Compliance
 - Identification of errors, discrepancies, or omissions
 - Communication with employers and full resolution tracking
- I. Vendor will provide all necessary data to NCHFA as required for the completion of the Semi-Annual Labor Standard Enforcement Report (HUD Form 4710) within 30 days of NCHFA's request.
- II. Vendor must provide electronic copies of all deliverables described in this section in a shared location accessible by NCHFA. Additional retention requirements may apply in the Terms and Conditions.

5.2.6 TIME IS OF THE ESSENCE

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes.

6.1 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to NCHFA, at the option of NCHFA, for up to three (3) months to allow for the expired or canceled portion of the Services to continue without

interruption or adverse effect, and to facilitate the orderly transfer of such Services to NCHFA or its designees. If NCHFA exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. NCHFA shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.2 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by NCHFA and Vendor. Amendments to the contract can only be made through the contract administrator.

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7.0 ATTACHMENTS****IMPORTANT NOTICE******RETURN THE REQUIRED TABLES OR ATTACHMENTS WITH YOUR RESPONSE****ATTACHMENT A: PRICING**

All submissions must include a full cost breakdown of the total pricing. Complete the table below or provide a separate attachment using an identical or similar layout.

Cost Components			Notes*
Pre-Construction Meetings	\$		
Retrieval of Wage Determination from SAM.gov	\$		
Obtain HUD Form-4720 Project Wage Rate Sheet from Department of Labor	\$		
Completion of Standard Form-1444 (Request for Authorization of Additional Classification and Rate)	\$		
Review of Weekly Certified Payroll Reports (WH-347)	\$		
Onsite Interviews	\$		
Reporting	\$		
Other – Vendor to define	\$		
Other – Vendor to define	\$		
Other – Vendor to define	\$		
Note: Travel expenses must be pre-approved in writing by the Agency			

ATTACHMENT B: NORTH CAROLINA HOUSING FINANCE AGENCY GENERAL TERMS & CONDITIONS and MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

NORTH CAROLINA HOUSING FINANCE AGENCY GENERAL ("NCHFA")
TERMS & CONDITIONS

- (a) Vendor represents and warrants that (i) it is and will continue to be duly organized, validly existing and in good standing under the laws of the state of its incorporation throughout the term of this Agreement; (ii) it has the authority to enter into this Contract; and (iii) that the Contract is valid and binding upon the Vendor.
- (b) Vendor represents and warrants that the Services performed pursuant to this Contract shall be performed in a professional manner by individuals well qualified to perform such work, and agrees to provide NCHFA, on request, with information concerning the individuals' experience which affirms these qualifications.
- (c) During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, the Vendor shall provide and maintain the following coverage and limits:
 - i. **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of \$250,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Vendor shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.
 - ii. **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 costs shall be in excess of the limit of liability.
 - iii. **Automobile** - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.
- (d) Vendor or NCHFA may not assign any rights or obligations under the Contract without the prior written consent of the other which consent may be withheld in either party's sole discretion.
- (e) Vendor agrees that its records, documents, files and work product as they relate to the Contract, must be retained for a period of 3 years and shall be accessible to the NCHFA and its auditors including the North Carolina State Auditor's Office. Within a reasonable time after the NCHFA's request, Vendor shall promptly deliver all material, records, documents, and files as they relate to the services provided under the Contract. No records shall be destroyed, purged or disposed of without the express written consent of NCHFA.
- (f) Vendor warrants and certifies that it is not currently under suspension or debarment by the federal government or by the State of North Carolina. Reference for US Government Debarred Vendors:

<https://www.sam.gov> Reference for NC Debarred Vendors:
<http://www.doa.state.nc.us/pandc/actions.asp>

- (g) Vendor will comply with all applicable Federal and state laws and regulations as they relate to their business.
- (h) If applicable, Vendor agrees to comply with the requirement of N.C.G.S. 64-26(a) which requires private employers with 25 or more employees in the State of North Carolina to comply with the Federal E-Verify system for verification of all employees' legal work status.
- (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. By execution of the Contract, you attest, for Vendor and its employees, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.
- (j) Vendor may not use the name, logo, trademarks or trade names of NCHFA in publicity releases, promotional material, customer lists, advertising, marketing or any other manner, whether written or oral without NCHFA's prior written consent.
- (k) In the event that additional services are agreed upon between NCHFA and Vendor which fall outside the scope of work in the Contract, the parties shall execute an addendum to the Contract describing the additional services, including the fees, schedule and deliverables for that specific service.
- (l) NCHFA may, upon notice to Vendor, withhold payment for work not performed in compliance with the Contract and/or reasonably question any item(s) reflected on Vendor's invoices. Pending the settlement or resolution of the issue(s), the non-payment shall not constitute a default of this Contract. NCHFA shall pay all amounts due that are not in dispute.
- (m) In the event of default by the Vendor, NCHFA may, as provided by NC law, procure goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby.
- (n) In addition, and in the event of default by the Vendor under the Contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, NCHFA may immediately cease doing business with the Vendor, terminate the Contract for cause, and take action to recover relevant damages, and if permitted by applicable law, debar the Vendor from doing future business with the State.
- (o) NCHFA may, at its sole option, terminate any or all work outstanding, or any portion thereof, immediately upon written notice to Vendor. Upon receipt of notice of such termination, Vendor shall inform NCHFA of the extent to which performance has been completed through such date and deliver to NCHFA whatever work product and deliverables then exist in a manner prescribed by NCHFA. Vendor shall be paid for all work performed through the date of receipt of notice of termination as specified in the Contract.
- (p) If, through any cause, Vendor shall fail to fulfill in a timely and proper manner the obligations under the Contract, including, without limitation, in these North Carolina General Terms and Conditions, the State shall have the right to terminate the Contract by giving thirty days written notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverables that are

prepared by the Vendor under the Contract shall, at the option of the State, become the property of the State (and under any applicable Vendor license to the extent necessary for the State to use such property), and the Vendor shall be entitled to receive just and equitable compensation for any acceptable deliverable completed (or partially completed at the State's option) as to which such option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of the Contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State, if insecure as to receiving proper performance or provision of goods deliverables, or if documented Vendor Services performance issues exist, under this Contract, may require at any time a performance bond or other alternative performance guarantees from a Vendor without expense to the State as provided by applicable law.

(q) Vendor must comply with the provisions of the Non-Disclosure and Confidentiality Agreement attached here to and made a part hereof.

(r) Indemnity.

1. General Indemnity.

- i. The Vendor shall indemnify, defend and hold and save NCHFA its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of the Contract, and also from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of the Contract that are attributable to the negligence or intentionally tortious acts of the Vendor, provided that the Vendor is notified in writing within 30 days from the date that the Agency has knowledge of such claims.
- ii. The Vendor, at its own expense shall defend any action brought against NCHFA, under this section. The Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that NCHFA shall have the option to participate in such action at its own expense.
- iii. The Vendor represents and warrants that it shall make no claim of any kind or nature against NCHFA's agents who are involved in the delivery or processing of Vendor deliverables or Services as part of this Contract with NCHFA.
- iv. As part of this provision for General indemnity, the Vendor warrants that it will comply with all relevant and applicable federal requirements and laws, and will indemnify, defend and hold and save the Agency harmless from any claims or losses resulting to the Agency from the Vendor's noncompliance with such federal requirements or law in the performance of this Contract. The representations and warranties in the preceding two sentences shall survive the termination or expiration of the Contract.

2. HUD Labor Relations Security Failures.

- i. **Definitions.** "Protected Information" means Sensitive Information as defined in HUD Labor Relations Letter LR-06-02 (including names, Social Security numbers, addresses, employer identification numbers, and informant identities), and all certified payrolls, interview records and statements, back wage computations, enforcement reports, and other Federal labor standards compliance documents and investigative records, in any form. "Security Requirements" means the custody, security, retention, and disposal obligations in the Confidentiality Agreement, LR-06-02, HUD Handbook 1344.1

REV-3 (as amended), 29 CFR Parts 3 and 5, and applicable data-security and breach-notification laws. "Security Failure" means any failure by the Vendor or its employees, subcontractors, or agents to comply with the Security Requirements, including any unauthorized access to, or use, disclosure, loss, alteration, destruction, or improper disposal of, Protected Information.

- ii. Vendor shall indemnify, defend, and hold harmless NCHFA and its officers, agents, and employees from all losses, liabilities, penalties, fines, judgments, settlements, costs, and expenses (including reasonable attorneys' and forensic experts' fees) arising out of any Security Failure, whether or not caused by the Vendor's negligence. This paragraph is in addition to paragraphs (r)(1)(i) and (iv) and is not subject to the negligence standard in (i). Where a Security Failure also constitutes noncompliance under (iv), NCHFA may claim under either paragraph but may not recover twice for the same loss.
- (s) The Contract shall be governed by the laws of North Carolina without regard to its conflict of laws principles. The parties agree that jurisdiction and venue for any such matter arising out of or pertaining to this instrument shall be in the courts of the State of North Carolina. If any provision of this Contract is held to be void or unenforceable, in whole or in part, the other provisions of this Contract shall continue to be valid and the parties shall replace the void or unenforceable provision with one that is valid and enforceable and most nearly approximates their original intentions.
- (t) The Contract is being paid for with NCHFA Funds and not Federal Funds.

NON-DISCLOSURE and CONFIDENTIALITY AGREEMENT

This Non-Disclosure and Confidentiality Agreement is made and entered into as of the date set forth below by and between Vendor and the North Carolina Housing Finance Agency (“Agency”). The objective of this Agreement is to ensure the security and confidentiality of Confidential Information, as well as non-public consumer information; protect against any anticipated threat or hazards to the security or integrity of such information; and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any individual or party.

WHEREAS, Agency and Vendor will enter into a contract for the purposes of completed Davis Bacon and Related Acts Compliance work described therein (the “Business Transactions”); and

WHEREAS, during these Business Transactions Vendor will have access to data which may include confidential or personally identifiable information (PII) contained in wage reports and other related documentation or information considered confidential under law.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. *Disclosure of Confidential Information.* For purposes of this Agreement, “Confidential Information” of a party may include (i) compliance documents and investigative records related to work subject to Federal prevailing wage requirements; including, but not limited to payroll reports and other compliance documents, and investigative records such as employee interview statements, and (ii) information disclosed by such party relating to employees, contractors or customers which, if released, would cause an unlawful invasion of privacy, including, but not limited to (a) “Non-Public Personal Information” as defined by Title V of the Gramm-Leach-Bliley Act (Public Law No. 106-102) and the regulations promulgated pursuant thereto which are applicable to a discloser with regard to the customers and consumers of a discloser, (b) “Consumer Information,” as defined by the Fair and Accurate Credit Transactions Act of 2003 (Public Law No. 108-159) and the regulations promulgated pursuant thereto, (c) any other non-public personal information and identifying information of or about consumers, applicants, clients or customers protected under applicable federal, state, and local law, and (d) any compilation or summary of any information or data that contains or is based on Confidential Information.

2. *Protection.* Vendor agrees and specifically warrants that it, its offices, directors, principals and employees, as well as any Agency approved sub-contractors: (i) shall hold all Confidential Information received in the strictest confidence, (ii) shall use industry standard best practices to safeguard, protect, and maintain the confidentiality of such Confidential Information, (iii) shall not disclose such Confidential Information to third parties without the express written approval of the disclosing party, (iv) shall use such Confidential Information solely in accordance with the terms of this Agreement for the discussion and/or execution of the Business Transactions, and (v) shall promptly notify Agency in writing of any actual or suspected loss or unauthorized use, disclosure or access of Agency's Confidential Information of which it becomes aware, and take all steps reasonably requested by Agency to limit, stop or otherwise prevent such loss or unauthorized use, disclosure or access: (vi) shall submit to and cooperate with periodic security reviews and audits of its information security programs, systems, and controls as requested by the Agency, and provide the Agency with copies of any such security assessments, audits, or reports (e.g., SOC 2, Type II); (vii) shall maintain and adhere to a business continuity and disaster recovery plan that ensures the protection of Confidential Information and the availability of Agency data and services in the event of a disruption or catastrophic event. A Vendor shall comply with all applicable statutes, regulations, rules, and other laws regarding use, disclosure and safeguarding of any and all nonpublic personal consumer information or consumer identifying information, including without limitation, the Gramm-Leach-Bliley Act, the Fair and Accurate Credit Transactions Act of 2003, the Dodd-Frank Wall Street Reform and Consumer Protection Act, and any other applicable state or federal law relating to privacy.

3. Exclusions. The restrictions on use and disclosure set forth above shall not apply when and to the extent that the Confidential Information: (i) is or becomes generally available to the public through no fault of Vendor (or anyone acting on its behalf); (ii) was previously rightfully known to Vendor free of any obligation to keep it confidential; or (iii) is required to be disclosed by Vendor by applicable law or regulatory action. The parties understand that the Agency, North Carolina General Statue Chapter 132 regarding open records, provided that Vendor uses all reasonable efforts to provide Agency with at least ten (10) days' prior written notice of such disclosure and Vendor discloses only that portion of the Confidential Information that is legally required to be furnished pursuant to the opinion of legal counsel of Vendor. Notwithstanding the foregoing, the Vendor understands and agrees that the Agency is subject to the provisions of North Carolina General Statue Chapter 132 ("Open Records Law") and any agreement by the Agency related to the Vendor's Confidential Information is subject to and limited by its obligations under "Open Records Law".

4. Rights.

(a) Ownership of data. All Confidential Information disclosed by one party to the other in connection with this Agreement shall be deemed to be the property of Agency or the appropriate third-party owner, as the case may be. Except as Vendor reasonably needs to accomplish the purposes provided herein, Vendor shall not reproduce such Confidential Information, in whole or in part, without written authorization of Agency. Upon termination or expiration of the Agreement, or upon written request of the Agency, the Vendor shall promptly return to the Agency or, at Vendor's option, destroy all documents, notes and other tangible materials representing the Confidential Information and all copies thereof, except such information that a party is incapable of technologically deleting or such information a party is required by law to retain, in either case, such information shall be held and maintained in accordance with the confidentiality provisions of this Agreement. If Vendor elects to destroy rather than return Confidential Information, Vendor will provide Agency, at Agency's request, with an affidavit affirming that such Confidential Information has been permanently and completely destroyed.

5. General Terms.

(a) Governing Law; Severability. This Agreement shall be governed by the laws of North Carolina without regard to its conflict of laws principles. The parties agree that jurisdiction and venue for any such matter arising out of or pertaining to this instrument shall the courts of the State of North Carolina. If any provision of this Agreement is held to be void or unenforceable, in whole or in part, the other provisions of this Agreement shall continue to be valid and the parties shall replace the void or unenforceable provision with one that is valid and enforceable and most nearly approximates their original intentions.

(b) No Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assignable, delegable or otherwise transferable in whole or in part by either party.

(c) Notices. All notices, requests, demands, and other communications (other than routine operational communications) required or permitted hereunder shall be in writing and shall be deemed to have been received by a party (i) when actually received in the case of hand delivery against a signed receipt, (ii) two (2) business days after being given to a reputable overnight courier, or (iii) upon receipt when mailed by first class mail, postage prepaid, and addressed to such party at its address set forth herein (or to such other address as such party may designate in writing).

Proposal Number: 2026-10

Vendor: _____

ATTACHMENT C: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form

Solicitation #: _____

Vendor Name: _____

Instructions: Vendor shall use this template to submit two (2) customer references with its offer.

Name of Customer Organization:	
Customer Contact Name:	
Customer Contact Address:	
Customer Contact Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

Name of Customer Organization:	
Customer Contact Name:	
Customer Contact Address:	
Customer Contact Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

Name of Customer Organization:	
Customer Contact Name:	
Customer Contact Address:	
Customer Contact Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition.

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Solicitation #: **2026-10**

Vendor Name:

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

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

Date of latest audit: _____

(If no audit within past 18 months, explain reason below.) ☐ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

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

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

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

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

Note: This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 30 days of any material change to any of the representations made herein.

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

include an explanation may result in Vendor being deemed nonresponsive and its submission rejected in its entirety.

Signature:

Proposal Number: 2026-10

Vendor: _____

Date:

Printed Name and Title:

[This Certification must be signed by an individual authorized to speak for the Vendor]

***** Failure to Return the Required Attachments May Eliminate
Your Response from Further Consideration *****