

STATE OF NORTH CAROLINA

DEPARTMENT OF PUBLIC SAFETY

Invitation for Bid #: 19-IFB-015120-DAD

Regional Prepositioned Debris Hauling

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For FEMA financial assistance programs subject to Build America, Buy America Act (BABAA), contractors and subcontractors must sign and submit the following certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the non-	

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federal entity) each bid or offer for an infrastructure project that has not been waived by a BABAA waiver:..... 83

The undersigned certifies, to the best of their knowledge and belief, that:..... 83

BABAA requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52..... 83

The undersigned certifies that for the _____ (Project Name and Location) that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:Error! Bookmark not defined.

- 1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Error! Bookmark not defined.**
- 2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation..... Error! Bookmark not defined.**
- 3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.Error! Bookmark not defined.**

“The [Contractor or Subcontractor], _Name/Title_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Contractor or Subcontractor] understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.” Error! Bookmark not defined.

_____. Error! Bookmark not defined.

Signature of [Contractor’s or Subcontractor’s] Authorized Official Error! Bookmark not defined.

_____. Error! Bookmark not defined.

Name and Title of [Contractor’s or Subcontractor’s] Authorized OfficialError! Bookmark not defined.

_____. Error! Bookmark not defined.

6.0 PURPOSE AND BACKGROUND

The North Carolina Department of Public Safety, Division of Emergency Management (NCEM) is soliciting Bids to acquire the services of a qualified Vendor(s) to enter into pre-event contracts with Activating Entities at no immediate or annual cost to NCEM for the following services: Vendors shall provide hazard event debris removal recovery services including, but not limited to, clean-up, demolition, removal, reduction and disposal of debris resulting from a natural or manmade hazard event in order to eliminate immediate threats to public health and safety and assist in community hazard event recovery. This is a multi-jurisdiction solicitation; however, each Activating Entity will contract directly with the awarded Vendor entirely in the Activating Entity's sole discretion.

This Invitation for Bid, hereafter, IFB, is designed to solicit Bids from qualified Vendors for thirteen regions to be awarded based on geographic regions as described below. Each region has its own unique geographic challenges, and all Vendors are encouraged to research, prior to bid submission, the areas described below and evaluate their ability to respond to the unique needs of each region. Vendors are also encouraged to review the debris quantity forecasts in ATTACHMENT J.

Region 1 – Camden, Chowan, Currituck, Dare, Gates, Hertford, Pasquotank, and Perquimans Counties

Region 2 – Beaufort, Bertie, Hyde, Martin, Pitt, Tyrell, and Washington Counties

Region 3 – Carteret, Craven, Greene, Lenoir, Pamlico, and Wayne Counties

Region 4 – Cumberland, Duplin, Jones, Onslow, Pender, and Sampson Counties

Region 5 – Bladen, Brunswick, Columbus, Hoke, New Hanover, and Robeson Counties

Region 6 – Franklin, Granville, Halifax, Northampton, Person, Vance, and Warren Counties

Region 7 – Edgecombe, Harnett, Johnston, Nash, Wake and Wilson Counties

Region 8 – Anson, Chatham, Lee, Montgomery, Moore, Richmond, and Scotland Counties

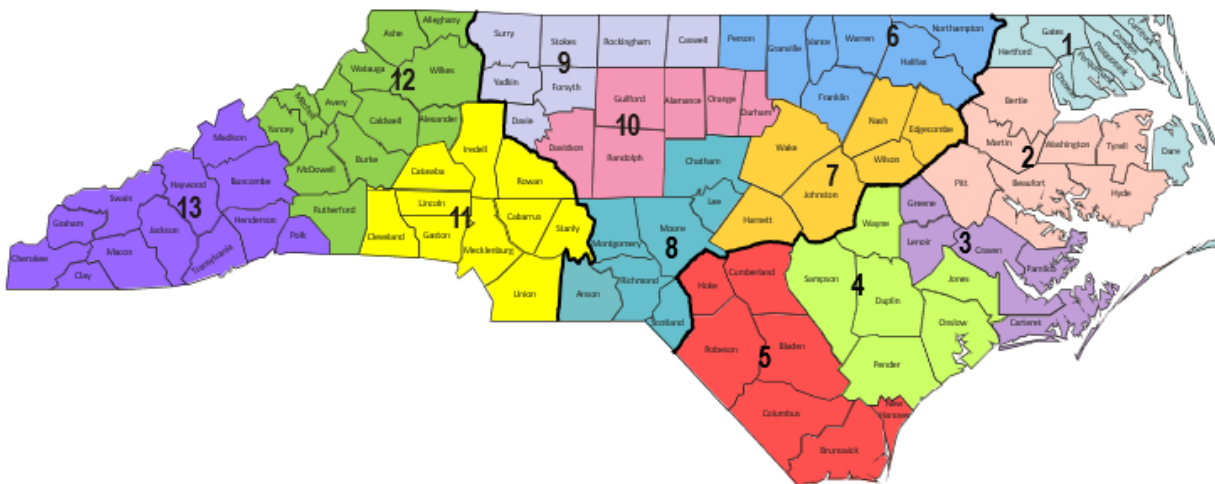
Region 9 – Caswell, Davie, Forsyth, Rockingham, Stokes, Surry, and Yadkin Counties

Region 10 – Alamance, Davidson, Durham, Guilford, Orange, and Randolph Counties

Region 11 – Cabarrus, Catawba, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union Counties

Region 12 – Alexander, Alleghany, Ashe, Avery, Burke, Caldwell, McDowell, Mitchell, Watauga, Rutherford, Wilkes, and Yancey Counties

Region 13 – Buncombe, Cherokee, Clay, Graham, Haywood, Henderson, Jackson, Macon, Madison, Polk, Swain, and Transylvania Counties



Entities that are eligible to activate a debris removal services contract awarded pursuant to this IFB include eligible entities as outlined in 44 CFR 206.221(e) and also include the following: counties, incorporated municipalities, public school systems, community colleges, North Carolina Emergency Management and other state agencies, constituent institutions of the University of North Carolina, and state agencies with the legal responsibility for management of state-owned property, including but not limited to local roads, rights of ways, federal aid highways, state roads, government

Bid Number:

Vendor: _____

maintained public property, and/or drainage easements, within a geographic region. Entities activating a debris removal services contract are referred to in this IFB as “Activating Entities.”

Pursuant to NCGS 166A-19.12(13), NCEM has the power as delegated by the Governor and the Secretary of the Department of Public Safety for the “Administration of federal and State grant funds provided for emergency management purposes, including those funds provided for planning and preparedness activities by emergency management agencies.” FEMA provides hazard event assistance for debris removal under the Stafford Act at 42 U.S.C. 5173, 5189f, and 5170b. As the Recipient, the Public Assistance Section of NCEM “receives funding under the hazard event declaration and disburses funding to approved subrecipients.” Pursuant to 44 C.F.R §206.222, Applicants for Public Assistance include:

(a) State and local governments.

(b) Private non-profit organizations or institutions which own or operate a private nonprofit facility as defined in § 206.221(e).

(c) Indian tribes or authorized tribal organizations and Alaska Native villages or organizations, but not Alaska Native Corporations, the ownership of which is vested in private individuals.

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

7.0 GENERAL INFORMATION

Quantities referenced in this document represent the best available estimates of the State’s requirements. Each hazard event is unique. Therefore, nothing in this document shall be construed to prevent the State, when necessary, from soliciting bids to acquire additional debris removal services, nor shall it be construed to require the State to purchase services beyond its actual requirements.

This is a multi-vendor awarded contract to ensure the needs of the Activating Entity are met; however, no quantities are guaranteed.

2.1 INVITATION FOR BID DOCUMENT

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

2.2 RESERVED E-PROCUREMENT SOLICITATION

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

NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

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

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this IFB, those must be submitted as questions in accordance with the instructions in Section 2.5 BID QUESTIONS. If the State determines that any changes will be made because of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period. Other than through this process, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s Bid. This applies to any language appearing in or attached to

Bid Number:

Vendor: _____

the document as part of the Vendor's Bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the Bid non-binding or subject to further negotiation. *Vendor's Bid shall constitute a firm offer.*

By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's Bid as nonresponsive.

Any bid that contains language that indicates the bid is non-binding or subject to further negotiation before a contractual document may be signed shall be rejected.

IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	
Voluntary (highly encouraged) Pre-bid Meeting (virtual)	State	
Submit Written Questions	Vendor	
Provide Response to Questions	State	
Submit Bids	Vendor	
Contract Award	State	
Contract Effective Date	State	

BID QUESTIONS

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

Written questions shall be emailed to xxxxxxx@ncdps.gov by the date and time specified above. Vendors should enter "XXX: **Questions**" as the subject for the email. Questions submittals should include a reference to the applicable IFB section and be submitted in a format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date and time, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

BID SUBMITTAL

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

Bid Number:

Vendor: _____

Mailing address for delivery of Bid via US Postal Service or delivery by any other method (special delivery, overnight, or any other carrier)

Bid Opens:

BID NUMBER: **Debris Hauling**
Attn:
North Carolina Department of Public Safety
Purchasing and Logistics
3040 Hammond Business Place, Suite 111
Raleigh, NC 27603

Attempts to submit a Bid via facsimile (FAX) machine, telephone, or email in response to this IFB shall NOT be accepted.

- a) Submit **one (1) signed, original** Bid response, **two (2) un-redacted copies**, **one (1) redacted copy** and **one (1) electronic** version on a flash drive. The electronic (flash drive) version shall be an exact replica of the hardcopy and shall contain two (2) files – **un-redacted** version and, if required, **redacted** (Proprietary and Confidential Information Excluded; and Federal ID number removed). All shall be submitted simultaneously with the Bid response to the address identified in the table above.

Electronic file(s) shall NOT be password-protected but shall be in .PDF or .XLS format and shall be capable of being copied to other sources.

- b) Submit your Bid in a **sealed** package. Clearly mark the outside of the package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) Bid, each Bid shall be submitted in separate sealed envelope and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Bids may be subject to rejection unless submitted with the information above included on the outside of the sealed Bid package.

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

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

Public Bid Opening. All bids will be opened in public at the following location: **DPS Purchasing and Logistics, 3030 Hammond Business Place, Raleigh, NC 27603.**

BID CONTENTS

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all information requested in this IFB consistent with all IFB instructions may constitute grounds for rejection of the Bid. Vendor IFB responses shall include the following items, as attachments shall be arranged in the following order:

- a) **SECTION 1:** Completed and signed pages requiring information and/or execution.
- **FEDERAL EMPLOYER IDENTIFICATION**, IFB page 2
 - **EXECUTION PAGE**, IFB page 3
 - Any **ADDENDA** released in conjunction with this IFB (if required to be returned)

- **REFERENCES** (ref § 4.6)
 - **PROOF OF INSURANCE** (ref § 5.30)
 - **PROOF OF ABILITY TO SECURE PAYMENT & PERFORMANCE BOND** (ref § 5.31)
 - **PROJECT MANAGER/TRANSMITTING NOTICE TO PROCEED** (ref § 6.1)
 - **ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR**
 - **ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION**
 - **ATTACHMENT F: HISTORICALLY UNDERUTILIZED BUSINESS INFORMATION**
 - **ATTACHMENT H: CERTIFICATION REGARDING LOBBYING**
- b) **SECTION 2:** Download, complete and print the **Excel PRICE file**. The link to the price file is in Attachment A – Pricing. The “PRICE” file on the flash drive shall be in .XLS format and shall be an exact replica of the printed information that appears in Section 2 of the submitted hardcopy.
- c) **SECTION 3:** Entire **body of the IFB** (including signature on all attachments where requested).
- d) **SECTION 4: Detailed response** for the following **items**. Vendors are requested to keep responses straightforward and to the point and should not include generic marketing materials. Responses will be reviewed as part of the evaluation process.
1. **Corporate Background and Experience**
This section shall include background information on the organization and should give details of experience with similar projects, (ref § 4.5).
 2. **Outsourcing**
Detail the way the Vendor intends to utilize resources or workers located outside of the United States, (ref § 3.5 and Attachment D).
 3. **Project Organization**
This section must include the proposed staffing, deployment, and organization of personnel to be assigned to this project. Including information verifying their qualifications and experience.
 4. **Technical Approach**
This section shall include, in narrative, outline, and/or graph form, the Vendor's approach to accomplishing the tasks outlined in the Scope of Work (ref § 5) of this IFB, including the training plan for staff assigned to this project.

DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **ACTIVATING ENTITY:** Eligible Applicants for FEMA PA Assistance to activate the IFB, enter the contract for debris removal services with the Vendor, and issue the Notice to Proceed.
- b) **ACTIVATING ENTITY CONTACT:** Representative of the Activating Entity who corresponds with Vendors that contract with the Activating Entity and that administers the contract for the Subrecipient Activating Entity.
- c) **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial offer, made in response to a request by the issuing agency.
- **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
- **CONTRACT LEAD:** Representative of the North Carolina Department of Public Safety who corresponds with potential Vendors and Activating Entities concerning the debris removal project.
- **CPDR:** Commercial Property Debris Removal (if approved by FEMA).
- d) **DEBRIS MONITORING SERVICES CONTRACTOR:** The Vendor activated by the Activating Entity as the Activating Entity's contractor for Debris Monitoring services.
- e) **DPS:** Department of Public Safety

Bid Number:

Vendor: _____

ELIGIBLE DEBRIS: All hazard event-related debris located on local roads, rights of ways, federal aid highways, state roads, government maintained public property, and/or drainage easements complying with State, FEMA and FHWA eligibility criteria.

- f) **E-PROCUREMENT SERVICE(S):** The program, system, and associated Services through which the State conducts electronic procurement.
- g) **ET:** Eastern Time
- h) **FEMA:** Federal Emergency Management Agency
- i) **FHWA:** Federal Highway Administration
- j) **IFB:** Invitation for Bid
- k) **JFHQ:** North Carolina Division of Emergency Management, Joint Force Headquarters
- l) **NC DEQ:** North Carolina Department of Environmental Quality
- m) **NCEM:** North Carolina Emergency Management
- n) **PDAT:** FEMA Procurement Disaster Assistance Team
- o) **PRINCIPLE PLACE OF BUSINESS:** That principal place from which the overall trade or business of the Vendor is directed or managed.
- p) **OPENING DATE:** Responses will only be accepted up until the specified time and date listed in the IFB and then publicly opened. NO responses will be accepted after that time and date.
 - **QUALIFIED BID:** A responsive Bid submitted by a responsible Vendor.
 - **PPDR:** Private Property Debris Removal. PPDR may include commercial property or private residential property debris removal if approved by FEMA.
 - **PREPOSITIONED:** A contract established prior to a hazard event that can be enacted as needed.
- q) **REDACTED:** Copy of the Vendors bid response **excluding** any proprietary information identified as confidential and proprietary in accordance with Attachment B, Paragraph 14 of the Instructions to Vendors; including the removal of the Vendors federal identification number.
- r) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- s) **SHALL or MUST:** Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of the bid.
- t) **SHOULD:** Denotes that which is recommended, not mandatory.
- u) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- v) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.
- w) **USACE:** U.S. Army Corp of Engineers'
- x) **UN-REDACTED:** Copy of the Vendors bid response unedited including all confidential and/or proprietary information.
 - **VENDOR:** Supplier, Vendor, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to an Invitation for Bid.

8.0 METHOD OF AWARDS AND BID EVALUATION PROCESS

METHOD OF AWARDS

CONTRACTS WILL BE AWARDED IN ACCORDANCE WITH G.S. 143-52 AND THE EVALUATION CRITERIA SET OUT IN THIS SOLICITATION. PROSPECTIVE VENDORS SHALL NOT BE DISCRIMINATED AGAINST BASED ON ANY PROHIBITED GROUNDS AS DEFINED BY FEDERAL AND STATE LAW. ACTIVATING ENTITIES SHALL ENTER

Bid Number:

Vendor: _____

SEPARATE CONTRACTS WITH VENDORS BY ISSUING A NOTICE TO PROCEED WHICH INCORPORATES BY REFERENCE ALL PRICING, TERMS, AND CONDITIONS OF THE CONTRACT AWARDED BY NCEM PURSUANT TO THIS IFB.

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest.

All responsive bids will be reviewed, and award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out herein such as but not limited to past performance, references, and financial documents.

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

If a Vendor selected for award is determined by the State to be a non-resident of North Carolina, all responsive bids will be reviewed to determine if any of them were submitted by a North Carolina resident Vendor who requested an opportunity to match the price of the winning bid, pursuant to Executive Order #50 and G.S. 143-59 (for more information, please refer to ATTACHMENT H: VENDOR REQUEST FOR EXECUTIVE ORDER #50 PRICE MATCHING. If such bid(s) are identified, the State will then determine whether any such bid falls within the price-match range, and, if so, make a Contract award in accordance with the process that implements G.S. 143-59 and Executive Order #50.

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

All qualified bids will be evaluated, and award or awards will be made based on the qualified bid(s) offering the lowest price that meet the requirements set out herein.

While the intent of this IFB is to award a Contract(s) to Vendor(s) for all line items per Geographic Region, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award any portion of the Services or to cancel this IFB in its entirety without awarding a contract, if it is considered to be most advantageous to the State to do so. It is the State and the Activating Entity's intention to have multiple Vendors available to appropriately respond to the magnitude of the event. Vendors may be awarded more than one region, but consideration will be paid to capacity to ensure activation by all eligible areas would not overwhelm the Vendors resources and detrimentally effect North Carolina's recovery. Vendors cannot be awarded the hauling contract (this IFB) and the monitoring contract (a separately issued IFB) for the same geographic region as described in Section 1.0 PURPOSE AND BACKGROUND.

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

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

Pursuant to 2 CFR § 200.324, NCEM has conducted an independent cost analysis in conjunction with this procurement.

Issuance of the Notice to Proceed constitutes Activating Entity's approval of the Method of Award as outlined herein.

CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS

From the issuance date of this IFB through the date the contract is awarded, each Vendor submitting a Bid (including its representatives, sub-Vendors and/or suppliers) is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the purchaser named above, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers to the content of Vendor's Bid or qualifications, the contents of another Vendor's Bid, another Vendor's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of Bids and/or

Bid Number:

Vendor: _____

the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in the State's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the State would not be served by the disqualification. A Vendor's Bid may be disqualified if its sub-Vendor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB, or general inquiries directed to the purchaser regarding requirements of the IFB (prior to Bid submission) or the status of the contract award (after submission) are excepted from this provision.

BID EVALUATION PROCESS

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

Issuance of the Notice to Proceed constitutes Activating Entity's approval of the Bid Evaluation Process as outlined herein.

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

- a) Bids will be received from each responsive Vendor according to the method of submission specified in Section 2.6 of this IFB.
- b) All Bids must be received by the issuing agency not later than the date and time specified on the cover sheet of this IFB.
- c) At that date and time, the Bid from each responding Vendor will be opened publicly and the name of the Vendor will be announced.
- d) At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the Bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all Bids should be complete and reflect the most favorable terms available from the Vendor.
- e) Bids will generally be evaluated to ensure completeness, content, and experience with similar projects, ability of the Vendor and its staff, and cost. Specific evaluation criteria are listed in 3.4 EVALUATION CRITERIA, below. Contracts will be awarded on a low-cost per Geographic Region basis; with the intent to have multiple Vendors per region to appropriately respond to the magnitude of the event.
- f) Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject all offers at any time if such rejection is deemed to be in the best interest of the State.
- g) The State reserves the right to reject all original offers and request one or more of the Vendors submitting Bids to submit best and final offers (BAFOs), prepared in collaboration with the State after the initial responses to the IFB have been evaluated.
- h) The State reserves the right to reject all original offers and request one or more of the Vendors submitting Bids within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the State, if the initial responses to the IFB have been evaluated and determined to be unsatisfactory.
- i) Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to IPS under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other Bids lacked merit, but that the selected Vendors met the standard of responsive and responsible at a lower overall cost.

EVALUATION CRITERIA

All qualified Bids will be evaluated, and award made based on whether the requirements listed in this IFB have been met. Minimum requirements include, but are not limited to, completion of Attachments A1, A2, D, E, F, H and J. If

Bid Number:

Vendor: _____

additional pages are necessary to fully answer questions presented in the listed attachments, please clearly label those answers.

Vendor should have sufficient cash flow and/or available financing from a financial institution to perform the proposed contract for 90 days without receiving payment from the Activating Entity. The evaluators may randomly select any of Vendor's references, but the evaluators' reserve the right to contact all the references listed. The failure of the Vendor to list all similar contracts within the past three (3) years may result in the rejection of the Vendor's Bid. **Vendors shall disclose any instances in which prior contracts were denied FEMA reimbursement due in part or in whole to the Vendor's noncompliance.** The evaluators may check all public sources to determine whether Vendor has listed all contracts for similar work within the past three (3) years. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into Vendor's performance of those contracts. Award of a contract to some Vendors does not mean that the other Bids lacked merit.

PERFORMANCE OUTSIDE THE UNITED STATES

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

- a) Total cost to the Activating Entity
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State and Activating Entity's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State and Activating Entity's business requirements and internal operational culture
- g) Risk factors such as the security of the State and Activating Entity's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

INTERPRETATION OF TERMS AND PHRASES

This Invitation for Bid serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department and the Activating Entity; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the Invitation for Bid shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. All provisions of the North Carolina General Contract Terms and Conditions (ATTACHMENT C) and Required Elements for Utilization of Federal Funds (ATTACHMENT G) shall apply to and be incorporated by reference into a Notice to Proceed issued by an Activating Entity. References to "NCEM," "State," or "State of North Carolina" in the North Carolina General Contract Terms and Conditions and Required Elements for Utilization of Federal Funds shall also mean the Activating Entity which has issued a Notice to Proceed to Vendor(s). Vendor(s) shall be bound to the Activating Entity by all provisions in the North Carolina General Contract Terms and Conditions and Required Elements for Utilization of Federal Funds to the same extent as Vendor(s) are bound to the State under a contract awarded pursuant to this IFB. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether Bids should be evaluated or rejected, the Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Activating Entity's needs as described in the Invitation for Bid. Except as specifically stated in the Invitation for Bid, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the Department exercising its discretion to reject a Bid in its entirety.

9.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a Bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better Bid, the Vendor is urged and cautioned to submit these items in the form of a question during the question-and-answer period in accordance with Section 2.5.

4.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of contract award (the "Effective Date"). This Agreement may be extended, upon agreement, for two (2) additional one (1) year periods.

4.2 PRICING

Bid price shall constitute the total cost to Activating Entity to complete performance in accordance with the requirements and specifications herein, including all applicable charges, handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this IFB. Complete ATTACHMENT A.1: FEE SCHEDULE and ATTACHMENT A.2: FEE SCHEDULE – EQUIPMENT AND LABOR RATES and include both completed Fee Schedules in your Bid.

INVOICES

The Vendor must submit all invoices directly to the Activating Entity in accordance with Section 5. Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be single invoices meaning that the vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow the Purchasing Agency to verify that pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant: Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyers Order number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing the ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable or lacks the financial resources to fully perform the services required under the contract(s). From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State and Activating Entity within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

VENDOR EXPERIENCE

In its Bid, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State of North Carolina. Vendor shall provide information as to the qualifications and experience of all executives, 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.

Vendor shall **provide any FEMA courses/certifications** or formally documented work-related experience relative to performing the duties referenced in Section 5.0 (SCOPE OF WORK).

4.5 REFERENCES

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

Bid Number:

Vendor: _____

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	E-MAIL

4.6 BACKGROUND CHECKS

Any personnel or agent of the Vendor performing services under any contract arising from this IFB may be required to undergo a background check at the expense of the Vendor, if requested by the State or Activating Entity.

PERSONNEL

Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Lead or the Activating Entity contact. Vendor shall notify the Contract Lead or Activating Entity of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State or Activating Entity will approve or disapprove the requested substitution in a timely manner. The State or Activating Entity may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the State or Activating Entity may request acceptable substitute personnel or terminate the contract services provided by such personnel.

4.7 VENDOR'S REPRESENTATIONS

- a) Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State or Activating Entity under this Contract. Vendor will serve as the prime Vendor under this Contract and shall be responsible for the performance and payment of all subcontractors that may be approved by the State or Activating Entity. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed to incorporate any work by third party subcontractor(s).
- b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials, vehicles, and all other equipment necessary for the Vendor to provide and deliver the Services.
- c) Vendor warrants that it has the financial capacity to perform and to continue to perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

4.11 SUPPORT QUESTIONNAIRE AND EMERGENCY CONTACT

Bid Number:

Vendor: _____

North Carolina Emergency Management is charged with responding to any emergency, man-made or natural, 24 hours a day seven days a week. This requires that the awarded Vendor(s) have personnel, and the capability respond to order requests after hours, weekends and during holidays. All fields are MANDATORY and must be completed.

ADDITIONAL AGENCY QUESTIONS	VENDOR RESPONSE	
State normal hours of operation		
Provide Support 24/7/365	YES:	NO:
Projected Response time - Initial		

24 Hour Emergency and Contract Administration Contract Information		
Provide at least two 24/7 emergency contact by which orders can be placed	Name	
	Main Phone Number	
	Office Phone Number	
	Mobile Phone Number	
	Email Address	
	Name	
	Main Phone Number	
	Office Phone Number	
	Mobile Phone Number	
	Email Address	

5.0 SCOPE OF WORK

Pursuant to NCGS 166A-19.12, NCEM has the power as delegated by the Governor and the Secretary of the Department of Public Safety for the "Administration of federal and State grant funds provided for emergency management purposes, including those funds provided for planning and preparedness activities by emergency management agencies." FEMA provides disaster assistance for debris removal under the Stafford Act at 42 U.S.C. 5173, 5189f, and 5170b and at 44 CFR Part 206, including but may not be limited to, 44 CFR 206.224. Under the FEMA PA Program, the "Recipient" is the grant administrator for the funds. The "Recipient" is a non-Federal entity that receives a federal award directly from a federal awarding agency to carry out an activity under a federal program. The term recipient does not include subrecipients." 2 CFR 200.86, 44 CFR 206.202, and the FEMA PA Program and Policy Guide, v. 4; June 1, 2020, and V.5; January 6, 2025. As the Recipient, the Public Assistance Section of NCEM "receives funding under the disaster declaration and disburses funding to approved subrecipients." FEMA PA Program Overview. Subrecipients are "the government or other legal entity to which a subgrant is awarded and which is accountable to the recipient for the use of the funds provided." 44 CFR 206.201. The Subrecipient is the non-Federal entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a federal awarding agency." 2 CFR 200.93 and the FEMA PA Program and Policy Guide, v.4 (June 1,

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Vendor: _____

2020, and v.5 (January 6, 2025.) Under this IFB, NCEM is the Recipient. The Activating Entity is a Subrecipient. The Vendor is a contractor of the Activating Entity Subrecipient under this IFB.

NCEM is taking measures to ensure our communities are abundantly prepared for hazard response. Activation of the contract by the Activating Entity is strictly voluntary. No entity is required to purchase goods and services available under a contract awarded pursuant to this IFB; the intention is to allow entities the best available services at the best available price.

The extent and severity of the hazards to affect North Carolina have shown the need to have pre-positioned debris removal services contracts available for local governments and State Agencies to activate as necessary. Therefore, NCEM has developed this IFB for the Activating Entity to activate and award contracts for these services in the thirteen separate geographical regions around the state as identified previously in Section 1.0 of this IFB. The primary purposes of this IFB for regional debris removal and disposal services are to contract for:

- (1) the removal of all eligible hazard event-generated debris in compliance with all applicable Federal, State, and local laws, regulations, and policies
- (2) the proper disposal of all eligible hazard event-generated debris

While it is anticipated that these debris removal services will most frequently be utilized in the event of a federal or state-declared emergency or disaster, the availability of these services shall also apply for non-declared hazard events. If the event is a non-declared hazard event, the cost of services provided during a non-declared hazard event may not receive reimbursement under the FEMA or State Public Assistance Program or FHWA.

It is a requirement of this IFB that the successful Vendor be able to provide the services set out in these bid specifications in full compliance with all State, NCEM, FEMA and FHWA guidelines and regulations and federal law and regulations applicable at the time work is performed to ensure reimbursement under the FEMA Public Assistance Program or from another federal funding source, if applicable. Any conflict with the language included in these specifications shall be construed to comply with FEMA requirements.

The Vendor will work closely throughout the project with designated Activating Entity personnel and/or the monitoring services Vendor. Both the Activating Entity and the monitoring services Vendor will provide the names, contact information, and program areas of appropriate local and monitoring services Vendor personnel.

SERVICES ACTIVATION PROCEDURES

Any Activating Entity shall be authorized under the terms of the contract between the Activating Entity's awarding authority and the successful Vendor to activate the contract in the event of a hazard event within its jurisdiction warranting the need for debris removal and/or disposal activities. No entity shall be required to activate the services of the Vendor. However, in the event an entity desires to utilize the services of the Vendor, the Activating Entity will forward to the Vendor a written Notice to Proceed on a form prepared for that purpose. The Activating Entity shall provide NCEM a copy of the Notice to Proceed.

The Vendor will be required to respond to the Notice to Proceed within 24 hours of its receipt and to activate its forces as soon as weather and safety conditions allow as directed by the Activating Entity.

Once activated, the Vendor shall provide the services set out in this IFB to the extent necessary to meet the needs of the Activating Entity.

The Vendor must be able to provide the minimum services included in these bid specifications upon activation and must be prepared to place project personnel, including a project manager, in the region requested by the Activating Entity within 24 hours of receipt of the written Notice to Proceed. **Each Vendor shall include with his or her Bid Submittal Form complete and adequate contact information for transmitting the Notice to Proceed to the**

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Vendor. Project communication contacts for the Activating Entity shall be detailed in the Notice to Proceed delivered by the Activating Entity. The Vendor shall be responsible for coordinating with these designated representatives to ensure compliance with the 24-hour mobilization requirement is met.

Upon receipt of the Notice to Proceed but prior to commencing any debris removal or disposal activities, the Vendor shall provide the Activating Entity with a work plan for all activities to be conducted during the project. The initial work plan shall detail a 7- and 14-day projection of activities. The plan shall be updated every week throughout the project period. The Activating Entity may prioritize areas where the Vendor shall perform specified activities.

Upon activation, Vendor shall perform or participate in the Activating Entity's initial debris quantity estimating. Vendor shall use debris quantity estimates to create a work plan and establish a not-to-exceed contract price for performance of all debris removal activities required under the Notice to Proceed. A not-to-exceed contract price is required by 2 C.F.R. 200.318(j)(1). The not-to-exceed contract price shall be based on initial debris quantity estimates multiplied by the applicable pricing in Vendor's Contract awarded by NCEM. The not-to-exceed contract price shall be provided to the Activating Entity along with the work plan within 7 days of receipt of the Notice to Proceed.

All activities conducted for the Activating Entity shall be performed during daylight hours. The Vendor may work seven days per week, including holidays. However, the Activating Entity may suspend all operations due to inclement weather or unsafe conditions.

5.2 TRAINING REQUIREMENT

The Vendor shall provide all employees and contract labor, including the project manager, with adequate training concerning safety, eligibility for reimbursement, if reimbursement is available, and hazard event specific information. All training shall meet State, NCEM, FEMA, and FHWA requirements, and where possible or required by State, NCEM, FEMA, or FHWA rules or regulations, shall involve personnel from either or all these agencies. Proof of training shall be provided to the Activating Entity when responding to a Notice to Proceed. **The Vendors must demonstrate in his or her bid documents that all workers will be adequately trained prior to performing any work on the project.**

5.3 LOCATION OF DEBRIS REMOVAL SITES

The Vendor shall be required to remove debris from all areas identified by the Activating Entity as included in the Notice to Proceed and other directions from the Activating Entity. This may include the removal of debris from state roads, federal aid highways, local roads, state agency facilities or local government maintained public property, and/or drainage easements. This may also in some instances include the removal of debris from private property after obtaining signed Right of Entry, but only if the hazard event triggers the activation of private property debris removal (PPDR) and only if specifically authorized by the Activating Entity. The Activating Entity may limit the scope or type of debris to be removed by the Vendor. The Vendor shall not perform any work in an area that has not been specifically assigned to the Vendor by the Activating Entity.

The Vendor shall make as many passes through the locations where debris is to be removed as are necessary and as directed by the Activating Entity. Unless otherwise directed by the Activating Entity, there shall be up to three passes with a minimum of one weekend between each pass; provided, however, the Vendor shall complete each pass over all locations in the designated area prior to beginning the next pass. The Vendor shall not move from one designated work area to another designated work area without prior approval from the Activating Entity. The scheduling of passes will be coordinated and approved by the designated Activating Entity representative.

5.4 DEBRIS LOCATION SITE PREPARATION AND MANAGEMENT

The Vendor shall be responsible for all vehicular and pedestrian traffic control at all debris removal location sites, which shall be accomplished in conformance with the latest edition of the Manual on Uniform Traffic Control Devices. The

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Vendor shall provide all flag persons, signs, traffic control and other equipment to necessary personnel working at the site. At least one flag person shall be posted at each approach to the work area.

Closure or blocking of public streets and other rights of way shall not be permitted unless prior arrangements have been made with the Activating Entity and the closures are coordinated with local personnel as directed by the Activating Entity.

Prior to performing any work at a debris removal location site, the Vendor shall contact North Carolina 811 and any other utility company for the purpose of identifying utility lines and components in advance of work.

5.5 SCOPE OF SERVICES

The Vendor must demonstrate in its bid documents that they can perform debris removal services in compliance with all State, FEMA, FHWA, and any applicable local guidelines and regulations and applicable federal, state, and local law and regulations to any of the entities in the region for which the contract is awarded. As there may be a need for simultaneous performance of services of the contract in more than one jurisdiction in the region at the same time, the successful Vendors must demonstrate the ability to provide each of these services simultaneously on a regional basis. The scope of services as described below shall be considered minimum standards to meet in submitting bids and/or providing services in the event the Vendor is awarded a regional debris removal services contract under this IFB.

Vendor shall demonstrate that it is experienced and knowledgeable in handling and executing hazard event debris removal in compliance and consistent with the policies, publications, guidelines, and regulations of the State, NCEM, FEMA, and FHWA and all applicable Federal, State, and local laws and regulations in effect at the time of the work being performed. Throughout these bid specifications, any reference to FEMA shall also mean FHWA compliance when the circumstances dictate, such as when sites eligible for emergency relief work are involved. The Vendor shall further demonstrate compliance with, including but not limited to, the following:

- FEMA Public Assistance Program and Policy Guide V.4 (June 2020) and V.5 (January 2025) and all updates.
- FEMA Procurement Disaster Assistance Team (PDAT) Field Manual
- Title 2 U.S. Code of Federal Regulations, Part 200
- Title 44 U.S. Code of Federal Regulations, Part 206
- 41 C.F.R. Part 60-1.4 Equal Opportunity Clause
- 29 C.F.R. §5.5(b) Contract Work Hours and Safety Standards Act
- Clean Air Act and Federal Water Pollution Control Act
- 2 C.F.R. part 180 and 2 C.F.R. part 3000 Suspension and Debarment Compliance
- 31 U.S.C. § 1352 and 44 C.F.R. Part 18 Byrd Anti-Lobbying Amendment (as amended)
- Section 6002 Solid Waste Disposal Act
- 31 U.S.C. Chapter 38 Program Fraud and False or Fraudulent Statements or Related Acts Emergency Relief Manual (Federal-Aid Highways) (May 2013)
- FEMA and Federal Requirements for Access to Records
- Prohibition on Use of Department of Homeland Security Seal, Logo, and Flags
- Compliance with Federal Law, Regulations and Executive Orders for FEMA Financial Assistance
- Other applicable Federal, State, and local laws, rules, regulations, policy, or guidance

In addition to the compliance requirements above, the Vendor should ensure when possible, to comply with requirements under **2 C.F.R. §200.321**. The awarded Vendor agrees, if subcontracts are to be utilized, should consider when possible that minority businesses, women's business enterprises, veteran-owned business, and labor surplus area firms are used when possible.

Such consideration means:

- (1) These business types are included on solicitation lists;

- (2) These business types are solicited whenever they are deemed eligible as potential sources;
- (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
- (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
- (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring a contractor under a Federal award to apply this section to subcontracts.

Except by written consent and agreement of the Activating Entity, the Vendor is expected to complete all activities for an Activating Entity within 180 days of the date of a declaration of emergency or hazard event or, if there is no emergency or hazard event declaration, within 180 days of the issuance of the Notice to Proceed. All work, including site restoration prior to close-out, shall be completed within 60 calendar days after receiving notice from the Activating Entity that the last load of debris has been delivered unless there is a written extension of time granted by the Activating Entity. No changes in scope of work or time frames for completion will be allowed except as specifically authorized in the contract executed between the Vendor and the Activating Entity and, where applicable, approved by NCEM, FEMA, and FHWA. The contract shall provide for the assessment of liquidated damages in the amount of \$5000 per calendar day for each day in which contract activities extend beyond the maximum allowable time established.

5.6 PROJECT MANAGEMENT AND WORK FORCES

The Vendor shall provide all management, supervision, labor, materials, and equipment necessary for the efficient and effective removal, disposal, and reduction of all eligible debris. This shall include, at a minimum, a project manager, an adequate number of workers acting under the direction of the project manager, and proper and sufficient equipment and materials to accomplish the functions of the contract. All workers, including contract workers, shall report to and work under the supervision of the project manager.

The vendor must demonstrate in his or her bid documents the ability to provide adequate and properly trained personnel for this function within 24 hours of receiving a Notice to Proceed. The Vendor may use contract labor for this function and is encouraged, but not required, to employ residents and subcontractors in the Activating Entity. However, the Vendor shall document in his or her bid that his or her company can, using company personnel and equipment, remove at least 30% of debris utilizing the Vendor's own equipment and personnel within the 180-day time frame for completion of the project.

5.7 PROJECT MANAGER

The Vendor shall have a project manager assigned to the Activating Entity at the time of contract activation and shall provide the Activating Entity with adequate contact information regarding this person in its initial response to the Notice to Proceed. **The Vendor must demonstrate in his or her bid documents that he or she will be able to assign a project manager to an Activating Entity at the time of responding to a Notice to Proceed and that said project manager will be able to perform all duties set out herein.** The project manager shall be someone with authority to handle all issues which arise throughout the project period. He or she shall be knowledgeable and experienced in handling issues with debris removal activities and/or NCEM, FEMA, and FHWA related issues.

Additionally, the project manager shall perform, at a minimum, each of the following duties:

- (1) contact designated personnel from the Activating Entity immediately upon receipt of the Notice to Proceed to discuss the scope of services expected.
- (2) remain within the activating region during all work hours throughout the length of the project.
- (3) schedule and coordinate weekly debris removal activities with designated Activating Entity personnel and debris monitoring personnel and provide planning for future operations pertinent to the specific event requiring the debris removal activities.
- (4) attend and participate in meetings and press conferences with designated Activating Entity personnel as determined necessary by the Activating Entity.
- (5) oversee and supervise all debris removal and disposal activities throughout the project.
- (6) regularly communicate with designated Activating Entity and monitoring services Vendor personnel to keep the Activating Entity informed of all aspects of the debris removal and disposal activities.
- (7) provide input to the Activating Entity to improve efficiency of collection and removal of debris.
- (8) identify, address, and troubleshoot potential problems and questions that could impact all elements of the debris removal and disposal process, including but not limited to work area safety and the eligibility of reimbursement for removal of certain types of debris.

5.8 SAFETY OFFICER

The Vendor shall have a safety officer assigned to a project in any activating region to ensure work site conditions and equipment are safe and operable and that all workers are performing all activities in a safe manner. The safety officer may be the Vendor's project manager, but he or she shall be properly trained in all applicable safety requirements and be able to dedicate the appropriate time to issues of safety as deemed necessary by the Activating Entity to ensure safe work conditions and practices in all work areas. The safety officer shall be available in person to Activating Entity personnel at any time during the project. The Activating Entity may require the Vendor to appoint a new safety officer if the Activating Entity determines the Vendor is not adequately addressing safety concerns. The Activating Entity may also cease work of the Vendor if it determines safety concerns are not being addressed in a timely and sufficient manner.

5.9 ENVIRONMENTAL PERMITS, FEES, AND PROTECTIONS

The Vendor is responsible for obtaining all necessary and applicable environmental and regulatory permits prior to commencing any debris removal or disposal activities. Copies of all documentation evidencing proper permitting and approval shall be provided to the Activating Entity before any activities begin.

The Vendor shall be responsible for dust control and all other environmental safeguards and protections as necessary. All such safeguards and protections shall comply with federal, state, and local laws and regulations regarding same.

5.10 ELIGIBLE DEBRIS REMOVAL

The Vendor shall be responsible for clearing, separating, and removing all eligible debris from all locations identified by the Activating Entity using the procedures set out in these bid specifications. Services shall include at a minimum each of the following:

- (1) Examining and sorting debris into separate categories,
- (2) Loading the sorted debris onto appropriate hauling equipment, and
- (3) Hauling the eligible, sorted debris to an appropriate, approved reduction and/or disposal site.

The Vendor shall only be authorized to clear, separate, and remove eligible debris as directed by the Activating Entity and shall only be paid by the Activating Entity for removal of eligible debris. The Vendor shall document ineligible debris left at a debris removal location and shall notify the designated Activating Entity jurisdiction representative immediately of any ineligible debris placed at the right of way for collection. "Eligible debris" is all hazard event-related debris located

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Vendor: _____

on local roads, rights of ways, federal aid highways, state roads, government maintained public property, and/or drainage easements provided:

- (1) The debris complies with current or future State, NCEM, FEMA, and FHWA debris eligibility guidelines and regulations,
- (2) The removal of the debris is the legal responsibility of the Activating Entity, and
- (3) The debris presents an immediate health and safety threat to the public or to the users of an eligible public facility or is necessary for the community to aid in recovery.

The types of eligible debris which the Vendor may be required to remove include, at a minimum, each of the following:

- (1) Trees and limbs
- (2) Stumps
- (3) Construction and demolition debris
- (4) Scattered displaced debris
- (5) Household hazardous waste
- (6) Vegetative debris
- (7) White goods
- (8) Electronic waste
- (9) Waterway debris
- (10) Sand and silt
- (11) Vehicles
- (12) Vessels
- (13) Biowaste

There are special rules and procedures for the removal and/or disposal of certain types of eligible debris as set out in these bid specifications. The Vendor shall always comply with these procedures and all State, NCEM, FEMA, FHWA, and local guidelines and regulations related to same.

5.11 DEBRIS REMOVAL PROCEDURES

The Vendor shall perform all debris removal services necessary as directed by the Activating Entity. The Activating Entity may limit the services to be performed by the Vendor. All work shall be accomplished in a safe manner in accordance with state and local jurisdictions standards and guidelines and all debris removal work areas shall be left clear of debris and as clean as reasonable and practical before the Vendor leaves the area.

The Activating Entity may periodically inspect all debris removal locations, verify quantities of debris collected, and review debris removal activities of the Vendor.

All work shall be conducted in such a manner that will not interfere with the hazard event response and recovery activities of federal, state, and local governments or agencies, or of any public utilities. The Vendor shall only perform services authorized by the Activating Entity. The Vendor shall not enter onto private property for debris removal activities conducted on behalf of the Activating Entity, except when specifically authorized due to activation of private property debris removal (PPDR). Additionally, the Vendor shall not solicit work from private citizens or others while performing services for the Activating Entity.

The following procedures will be utilized by the Vendor for each of the categories of debris and work set out below.

5.12 TREES, LIMBS, AND STUMPS

The Vendor shall be responsible for cutting down and removing hazardous trees, limbs, and stumps that qualify as eligible debris under NCEM, FEMA, and FHWA guidelines and regulations. Prior approval of NCEM, FEMA, and FHWA may be required.

Eligible, approved, uprooted trees with exposed roots shall be removed in their entirety with the stump hole backfilled with approved material. Holes present because of uprooted trees in the public right of way shall be backfilled to ground level with approved soil. Any trees with exposed root balls shall have the location tracked by GPS coordinates with a minimum of five (5) decimal places.

Partially uprooted stumps on improved public property or rights of way with 2 feet or larger in diameter measured 2 feet above the ground that create an immediate threat to life, public health, and safety shall be removed. Stumps which must be extracted by mechanical means shall be addressed on a case-by-case basis by the Activating Entity and only after the Activating Entity has approved the extraction. Stumps that are not eligible for reimbursement shall be flush cut to the ground. Stumps shall be hauled separately from other debris and individually measured by the Activating Entity for conversion to cubic yards using the attached Stump Conversion Table.

Leaning or fallen trees which extend onto the public right of way or roadway from private property, and which are at risk of falling onto the roadway, on utility lines, or across a fence line shall be removed by cutting the tree at the property line or at the edge of the right of way. Only that part of the debris that lies within the right of way shall be removed. Standing dead trees are **not** eligible for removal.

Hazardous tree limbs two inches or greater in diameter that are still hanging in the tree (tree hangers) and are threatening a public use area, such as a trail, sidewalk, road, etc. are considered eligible debris and shall be cut down.

5.13 CONSTRUCTION, DEMOLITION, AND SCATTERED DISPLACED DEBRIS

The Vendor shall remove construction, demolition, scattered displaced debris, and homeowners' debris placed within the Activating Entity's right-of-way areas. Construction and household debris should not be mixed with vegetative debris or appliances, or hazardous and toxic waste. Household garbage shall **not** be collected.

5.14 HOUSEHOLD HAZARDOUS WASTE (HHW)

Material classified as household hazardous waste shall be segregated from all other debris using a method which will allow the remaining non-household hazardous waste debris to be processed separately. Designated Activating Entity jurisdiction personnel shall be notified immediately when household hazardous waste is found. All household hazardous waste debris will be moved and placed in the designated household hazardous waste containment area at the appropriate disposal site.

5.15 VEGETATIVE DEBRIS

The Vendor shall perform vegetative debris reduction by chipping and grinding whenever possible. If it is considered appropriate by all necessary parties to burn material, the preparation and operation of the site for burning shall meet all safety standards and recommendations by local and state officials with applicable responsibilities. Ash from the burning of the vegetative debris shall be tested as prescribed by the appropriate regulatory agency. If test results allow, ash shall be land-applied to the burning site and incorporated into the soil by tilling.

However, if the test results require, the ash from burning shall be loaded and transported to an approved landfill for disposal. In the event regulatory restrictions or other circumstances preclude open burning as the method of vegetative debris reduction, the Vendor shall accomplish vegetative debris reduction by air curtain incineration, as directed by the Activating Entity.

5.16 WHITE GOODS

The Vendor shall collect and dispose of eligible white goods in compliance with all applicable federal, state, and local laws and regulations. White goods include, but are not limited to, appliances such as refrigerators, freezers, stoves, washers, dryers, hot water heaters, and dishwashers.

5.17 ELECTRONIC WASTE

The Vendor shall collect and dispose of eligible electronic waste in a manner complying with all applicable federal, state, and local laws and regulations. Electronic waste means electronic products placed at the right of way, including but not limited to televisions, computers, computer peripherals (e.g., monitors and keyboards), audio and stereo equipment, VCRs, DVD players, video cameras, telephones, cellular phones and other wireless devices, fax and copy machines, and video game consoles.

5.18 WATERWAY DEBRIS REMOVAL

The Vendor shall be responsible for the removal of debris in waterways, such as but not limited to sounds, canals, rivers, creeks, and streams. Once the debris is retrieved and measured by cubic yard, then disposal and payment for the disposal will depend on the type of debris retrieved.

5.19 SAND, SILT, DIRT AND BOULDER REMOVAL

Where applicable, the Vendor shall be responsible for the recovery, loading, and the disposal of sand, silt, mud, dirt, rock, and boulder deposited on the Activating Entity's right of way or public property. All listed materials should be removed if posing a risk to persons ability to traverse public right of ways. This may include, but is not limited to, impeding through access, or making the conditions of the roads unsafe to the public.

5.20 VEHICLE REMOVAL

The Vendor shall be responsible for the recovery, loading, determination of ownership, and disposal of vehicles deposited on the Activating Entity's right of way or public property. The Vendor shall comply with applicable North Carolina law and local junked and abandoned vehicle ordinances.

5.21 VESSEL REMOVAL

The Vendor shall be responsible for the recovery, loading, determination of ownership, and disposal of vessels deposited on the Activating Entity's right of way, waterways, or public property. The Vendor shall comply with applicable North Carolina law and abandoned vessel ordinances.

5.22 BIOWASTE

The Vendor shall be responsible for the removal and disposal of waste capable of causing infection to humans such as animal carcasses, animal or human waste, human blood, and pathological waste. Material which is found to be classified as biowaste shall be reported immediately to designated jurisdiction personnel. This material shall be segregated from the remaining debris using a method which will allow the remaining non-biowaste debris to be processed separately.

5.23 DEBRIS DISPOSAL SITES AND PROCEDURES

The disposal of all debris removed from a debris location site shall be the responsibility of the Vendor. All debris shall be disposed in compliance with applicable federal, state, or local laws, regulations, or guidelines providing for proper disposal of the debris.

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The Activating Entity will supply to the Vendor the location of all staging, reduction and disposal sites that should be used for the disposal of all debris collected. If multiple sites exist, then one site shall be identified as the primary debris management site. The Activating Entity shall submit to the Vendor a listing and location map for all staging, reducing and disposal sites. All disposal sites, including the primary debris management site, shall be evaluated, and approved by all proper permitting authorities, including but not limited to North Carolina Department of Environmental Quality (NC DEQ). The Activating Entity, prior to use of any disposal site will obtain all required permits and site activation requirements. It will be the sole responsibility of the Activating Entity to make available debris management sites.

The Vendor shall bill at cost any applicable landfill disposal fees necessary for proper final disposal of collected debris to the Activating Entity. The Vendor is solely responsible for returning the primary debris management site and any other disposal sites utilized to pre-hazard event conditions upon project completion and within the FEMA policy-imposed deadlines.

The Vendor shall provide inspection towers at all debris management sites and at all approved disposal sites. The use of scissor-lifts is permissible as an inspection tower. If the Vendor chooses to construct an inspection tower, the tower shall be constructed such that debris removal monitors can see the bed when empty and fully view the debris load (at least 10 feet above the existing ground surface), for the purpose of establishing the loaded volume. The inspection tower shall be constructed to meet all local, state, and federal safety requirements and be constructed to the U.S. Army Corp of Engineers' (USACE) standards for inspection towers. The Vendor shall remove and dispose of the inspection towers following completion of the debris removal. The Vendor shall also provide portable restroom facilities at all approved disposal sites.

The Vendor shall construct a household hazardous waste containment area consisting of an earthen berm with a non-permeable liner at all disposal sites where such debris will be transported. The containment area shall be always covered with a non-permeable cover.

The Vendor shall be responsible for managing all disposal sites, including the primary debris management site. The daily operation of all disposal sites shall coincide with hauling operations during daylight hours, 7 days per week. Management and execution of burning operations will be 24 hours per day, 7 days per week, unless directed otherwise by designated Activating Entity personnel or as otherwise required by law or regulation.

Other management responsibilities will include at a minimum:

- (1) providing all weather road access for debris trucks,
- (2) providing dust control,
- (3) providing fire prevention treatments to the site,
- (4) providing site security,
- (5) managing the volume of debris in an orderly and safe manner, and
- (6) stockpiling of material.

5.24 RESPONSIBILITY FOR DAMAGE AND VIOLATIONS

The Vendor shall exercise due care in the performance of all activities to minimize any damages to trees, shrubs, landscaping on public or private property. The Vendor shall be responsible for damages to any property caused by its equipment or workers at no expense to the Activating Entity. The Activating Entity shall be notified immediately of any damages which occur during debris removal activities conducted by the Vendor.

The Vendor shall be responsible for all corrective action required in response to any notices of violations issued by any federal, state, or local agency because of the Vendor's actions while conducting activities on behalf of the Activating Entity. All corrective actions shall be taken at the Vendor's expense. Additionally, the Vendor shall be solely responsible for the payment of any fines or penalties resulting from any such violations.

5.25 EQUIPMENT

All equipment to be utilized by the Vendor shall comply with all applicable federal, state, and local rules and regulations and shall be inspected and approved by the Activating Entity prior to use. The Vendor shall provide all labor and materials necessary to fully operate and maintain all equipment to be utilized. Additionally, all equipment must meet the following minimum standards:

- (1) All loading equipment shall be able to operate from the road using buckets and/or booms and grapple devices to remove and load the debris,
- (2) All trucks and other equipment shall be equipped with back up alarms,
- (3) Any truck or trailer used to haul debris must be mechanically loaded and be capable of rapidly dumping its load without the assistance of other equipment,
- (4) "Hand loading" of trucks and trailers is prohibited,
- (5) Sideboards or other extensions to the bed of trucks shall meet all applicable rules and regulations, shall cover the front and both sides, and shall be constructed in a manner to withstand severe operating conditions,
- (6) Sideboards shall be constructed of 2" by 6" boards or greater and not extend more than two feet above the metal bedsides,
- (7) All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls,
- (8) All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled completely,
- (9) Plastic webbing is not acceptable for a tailgate,
- (10) All hauling equipment shall be measured and marked for its load capacity,
- (11) Loading equipment shall be rubber-tired and sized properly to fit loading conditions.

All trucks and other heavy equipment utilized by the Vendor shall be equipped with signs* attached to both sides of the equipment which contain the following information:

- (1) Company Name
- (2) Truck Number
- (3) Cubic Yardage Capacity
- (4) Inspector's Name

* Magnetic signs are not permitted.

The Vendor shall allow inspection by the Activating Entity, or their designee, of all trucks, trailers, or containers that will be used for hauling debris prior to commencing any debris removal activities and shall notify the Activating Entity each time a new truck, trailer or container is to be used. Each truck or trailer shall be measured to determine the load capacity, which capacity shall always be clearly displayed on the truck or trailer. The Vendor shall not allow the capacity of debris loaded on any truck or trailer to exceed 100% of the measured volume. The Activating Entity may re-measure all equipment at any time.

If the Vendor plans to rent equipment for any of the debris removal activities set out in these bid specifications, he or she shall provide the Activating Entity with an Equipment Rental Schedule, which shall include operators for initial emergency clearing of roads, streets, and public rights of way. All hourly equipment rates shall include the cost of the operator, supervision, maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with the equipment and personnel. All hourly manpower rates shall include the cost of protective clothing, including hard hats and steel toed boots, fringe benefits, hand tools, supervision, transportation, and any other costs. The Activating Entity may terminate the equipment rental work at any time.

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There shall not be a minimum number of hours guaranteed for use of rental equipment for initial emergency clearing of roads, streets, and public rights of way. The Vendor will be reimbursed for the cost of equipment rental based on number of verified hours worked, not to exceed 70 hours per piece of equipment or worker for this initial emergency period.

5.26 REPORTING REQUIREMENTS

The Vendor shall be required to keep complete and accurate records of all activities as set out in these bid specifications, including complete and accurate documentation of all personnel and equipment costs. Load tickets shall be used for all debris removal and disposal activities and weekly reports shall be filed as set out herein.

Debris Removal Report

The amounts of debris removed will be categorized by **type** and **activity**:

Activities:

- Right of Way Debris Removal
- Waterway Debris Removal
- Private Property Debris Removal with Right of Entry (including vehicles and vessels)
- Demolition

Debris Types:

- Vegetative Debris
- Construction and Demolition (C&D) Debris
- White Goods
- Hazardous Debris

Vendors **must** provide work locations **before** beginning operations for monitoring purposes.

5.27 DEBRIS REMOVAL SITE DOCUMENTATION

The Vendor shall document conditions at all debris removal locations prior to beginning work at the area. Documentation shall include photographs and/or video tape of the location. Additionally, the Vendor shall document with photographs and/or video tape all items left at a debris removal location at the time the Vendor leaves the area.

5.28 LOAD TICKETS

The Vendor shall utilize load tickets for recording the cubic yard volume of debris removed from a debris removal location. Any item paid by weight shall indicate tare and gross weight for the load. Load tickets to be utilized shall be submitted to the Activating Entity for approval prior to beginning work on a project.

The load ticket shall be sequentially numbered and shall contain the following information:

- (1) Ticket Number

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- (2) Vendor Name
- (3) Sub-Vendor Name
- (4) Date
- (5) Truck or Roll-off Number
- (6) Truck Capacity
- (7) Point of Debris Collection
- (8) Point of Debris Disposal
- (9) Loading Departure Time
- (10) Disposal Site Arrival Time
- (11) Percent of Load
- (12) Actual Debris Volume
- (13) Debris Eligibility
- (14) Debris Classification
- (15) Tare and Gross Weight, where applicable

Designated personnel from the Activating Entity or debris monitoring services Vendor shall distribute load tickets to the Vendor prior to transportation of debris from the debris removal location after verifying the hauler and equipment, type of debris to be collected, percentage of truck capacity, and the actual cubic yards of eligible debris. The original load ticket shall be retained by the designated Activating Entity personnel or debris monitor Vendor at the primary debris management disposal site and the remaining copies shall be distributed as follows:

- (1) One part to the designated Activating Entity personnel or debris removal monitor at the loading site,
- (2) One part to the designated Activating Entity personnel or debris removal monitor at the debris management site/disposal site upon arrival of the hauling equipment,
- (3) One part to the hauler when exiting the debris management site after unloading debris. All load tickets shall be submitted with the Vendor's weekly report.

5.29 WEEKLY REPORTING

The Vendor shall submit a weekly report to the Activating Entity and NCEM throughout the length of the project utilizing the Weekly Haul Record provided for that purpose. Each report shall contain, at a minimum, the following information:

- (1) Vendor's Name and Contract Number,
- (2) Weekly and cumulative totals of debris hauled to each identified volume reduction site,
- (3) Weekly and cumulative totals of debris hauled to identified permitted landfills,
- (4) Weekly and cumulative totals of debris processed at a disposal site,
- (5) Type of debris hauled.

Discrepancies between the weekly report and corresponding load tickets shall be reconciled no later than the following day after the discrepancy is identified.

5.30 BONDING AND INSURANCE

All Vendors shall provide adequate documentation to demonstrate ability to satisfy the following requirements related to insurance, bonding, and payment of liquidated damages:

General and Professional Liability Insurance

The Vendor shall maintain such general and professional liability insurance as will protect the Vendor and any Activating Entity from any claims for worker's compensation and from claims for damage and/or personal injury, including death, which may arise from operations under the regional contract executed. Such insurance shall also cover any financial loss to the Activating Entity resulting from the denial of State, NCEM, FEMA, and FHWA reimbursement due to the

Bid Number:

Vendor: _____

errors and/or negligence of the Vendor. Such insurance shall be written by companies authorized to do business in North Carolina.

Proof of insurance with the following minimum coverage shall be included with each bid submitted by the Vendor:

General Liability:

\$1,000,000 – Bodily injury and property damage combined occurrence

\$1,000,000 – Bodily injury and property damage combined aggregate

\$1,000,000 – Personal injury aggregate

Automobile Liability:

\$1,000,000 – Bodily injury and property damage combined coverage. Any automobile including hired and non-owned vehicles. *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 \$1,000,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.*

Statutory Workers Compensation as required under North Carolina law Employers Liability:

\$500,000 – Limit each occurrence. *The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-contracted, the Vendor shall require the sub-Vendor to provide the same coverage for any of his employees engaged in any work under the Contract within the State.*

Umbrella Coverage:

\$1,000,000 – Each occurrence

\$1,000,000 – Aggregate

5.31 PAYMENT AND PERFORMANCE BOND

The Vendor shall also be required to execute a payment and performance bond equal to 100% of the estimated cost of a project conducted on behalf of any Activating Entity within 10 days of a receipt of a Notice to Proceed. All Vendors shall include in their bid proof of ability to secure such payment and performance bond as evidenced by letter of credit from a bank holding deposits for the Vendor's company or a statement from a surety company satisfactory to demonstrate the Vendor's ability to secure such bond in the event required due to activation by one or more of the entities included in the regional contract executed with the successful Vendor.

Additionally, intended awarded Vendors shall be required to post a **bid bond in the amount of \$1,000,000 prior to execution of the contract** between the NCEM and the successful Vendor. As noted, this bond is separate and distinct from the payment and performance bonds above that will be required upon the execution of the contract. The intended awarded Vendor shall only be required to provide one bid bond to NCEM regardless of the number of geographic regions awarded. Additionally, if the contract is renewed at any point, no additional bid bonds will be required at the contract renewals. This bond shall be made payable to the NCEM on behalf of the entities in the region and shall be called in on behalf of an Activating Entity if a Vendor fails to acknowledge and execute, in the prescribed time, a proper

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Notice to Proceed, or fails to satisfy any other obligations under the contract. This requirement is in addition to the requirement to post the payment and performance bond required herein. **Each Vendor must provide proof of his or her ability to secure this bid bond at the time of execution of the contract if he or she is determined to be the lowest responsible Vendor meeting bid specifications.**

5.32 PRICING AND PAYMENT PROCEDURES

The Vendor shall include his or her bid pricing schedule on the supplied Bid Submittal Form based on all categories of work. Except where otherwise specifically provided, all pricing will be unit pricing. Some bid items or activities will have special rules as set out below:

- (1) The removal, pickup and disposal of stumps will be paid on the cubic yard basis, regardless of size or whether the stumps require extraction by the Vendor
- (2) Payment for the construction of the hazardous household waste containment area and for the removal and disposal of such waste shall be included in the unit price for hazardous household waste removal and disposal
- (3) The bid price for waterway debris removal shall include the additional labor and equipment costs required to retrieve the debris from the waterway*
- (4) Payment for portable restroom facilities and payment for containment towers shall be included in the line items for Vegetative Debris Removal and Construction & Demolition Debris Removal
- (5) Payment for the preparation and operation of all vegetative debris management sites shall be included in the unit price for removal and disposal of eligible vegetative debris
- (6) Debris stockpiled at a debris reduction site prior to a "No Burn" order shall be paid at the unit price for open burning
- (7) Removal and recycling of freon from appliances and disposal of white goods shall be paid at the unit price for Freon Recovery and Recycling

An example of this would be C&D material collected from a canal. The collection would be measured in cubic yards and paid for under the bid schedule item for Waterway Debris Removal. The disposal of the C&D material would then be processed and paid for under the Removal and Disposal of Eligible C&D debris to an eligible Landfill, per ton.

Additionally, as noted throughout these bid specifications, the successful Vendor shall be responsible for the payment of all permits, landfill fees, equipment rental fees, and any other costs required to perform the services included in these bid specifications. All such costs shall be considered by the Vendor in establishing the bid prices submitted.

The Activating Entity shall determine at the outset of the contract when the billing cycle for contract payments will begin – either on the contract activation date or date of hazard event declaration. The Vendor shall be expected to mobilize and sustain its workforce in all activating jurisdictions in a region for a period of 60 days prior to any reimbursement by an Activating Entity. An Activating Entity may agree to reimburse the Vendor within a shorter time frame but shall not be contractually required to make any payments in less than 60 days. After the initial 60-day period expires, the Vendor shall be entitled to payment for the first 30 days of work performed by the Vendor in an Activating Entity after the Notice to Proceed provided the Vendor has satisfactorily performed the functions required under the contract. The Activating Entity shall have sole discretion in determining whether the work has been performed to its satisfaction. An example of the payment schedule is listed below:

- Notice to Proceed;
- Vendor reports to Activating Entity within 24 hours of notice;
- Vendor submits bill to Activating Entity for first 90-day period within one week of the end of the first 90-day period with same procedure for subsequent 30-day periods during the project;
- At the end of the 90-day period, the Activating Entity remits payment for the first 60-day period if satisfactory work has been performed;

Bid Number:

Vendor: _____

- Process continues every 30 days until work is completed, and all payments have been made. By submitting a bid, Vendor acknowledges and accepts these terms.

Payment for work completed may be invoiced monthly after the initial 90-day period from issuance of the Notice to Proceed. Invoices shall be based on reconciled load tickets from the weekly reports. All payments will be based on unit pricing submitted by the Vendor in response to this IFB.

The Vendor shall be expected to work diligently and efficiently to complete the debris removal and disposal project in any Activating Entity in the shortest time possible. The Activating Entity may withhold payments not to exceed 10% of the project value when satisfactory progress has not been achieved by the Vendor during any period for which a payment is due. Additionally, the Activating Entity shall recover from the Vendor any costs caused by the acts or omissions of the Vendor or his or her agents.

The Activating Entity may also withhold payment or final payment for reasons including, but not limited to the following:

- (1) Unsatisfactory job performance or progress,
- (2) Defective or disputed work,
- (3) Failure to comply with material provisions of the contract,
- (4) Third party claims filed,
- (5) Damage to the Activating Entity's right of way or other Activating Entity-maintained properties, or
- (6) Reasonable evidence that a claim will be filed.

Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within 60 days of the certification of completion of the project by the Activating Entity, provided the Vendor has filed all contractually required documents and certification of the activation entity, including acceptable evidence of the satisfaction of all claims or liens.

10.0 CONTRACT ADMINISTRATION

PROJECT MANAGER AND CUSTOMER SERVICE

The Activating Entity Subrecipient as defined in 2 CFR 200.93 and 44 CFR 206.201 is designated and listed below in "*Contact Information for Transmitting the Notice to Proceed*".

Purchasing Director, NC Department of Public Safety, Division of Emergency Management, 3040 Hammond Business Place, Raleigh, NC 27603, (919) 324-6228, is designated as the Contract Officer for the Department Recipient as defined in 2 CFR 200.86 and 44 CFR 206.202.

NC Department of Public Safety, Emergency Management-JFHQ, 1636 Gold Star Drive, Raleigh, NC, 27607, (919) 825-2275, is designated as the Contract Lead for the Department Recipient as defined in 2 CFR 200.86 and 44 CFR 206.202 concerning administrative and operational issues of this contract.

The Vendor shall designate and make available to the Activating Entity a project manager. The project manager shall be the Activating Entity's point of contact for contract related issues and issues concerning performance, progress review, scheduling, and service.

Bid Number:

Vendor: _____

POINT OF CONTACT FOR ALL CONTRACT RELATED ISSUES:

CONTACT NAME	TELEPHONE NUMBER	E-MAIL

CONTACT INFORMATION FOR TRANSMITTING THE NOTICE TO PROCEED:

CONTACT NAME	TELEPHONE NUMBER	E-MAIL

**PROJECT MANAGER TO BE PLACED IN THE ACTIVATING REGION
WITHIN 24 HOURS OF RECEIPT OF THE WRITTEN NOTICE TO PROCEED:**

REGION	CONTACT NAME	TELEPHONE NUMBER	E-MAIL
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Bid Number: _____

Vendor: _____

REGION	CONTACT NAME	TELEPHONE NUMBER	E-MAIL
11			
12			
13			

6.2 DISPUTE RESOLUTION

The Vendor, Activating Entity or State agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the Activating Entity's designee for resolution. A claim by the State shall be submitted in writing to the Vendor's Project Manager and Activating Entity for resolution. The Vendor, Activating Entity, or State shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Vendor, Activating Entity or State are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract or the PA program. If a dispute cannot be resolved between the Vendor, Activating Entity, or State within thirty (30) days after delivery of notice, either entity may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either Vendor, Activating Entity, or State to mediate or arbitrate any dispute.

6.3 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the NCEM, Activating Entity and Vendor.

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ATTACHMENT A.1: FEE SCHEDULE

Vendor shall offer a firm fixed price, all inclusive of labor, materials, transportation, general and administrative overhead, and profit.

Bid Number:

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The below information is demonstrative of all categories of work that Vendor will be required to provide costs for and will appear in the Excel PRICE file that is subsequently linked. **The Vendor shall download the Excel PRICE file located at <ftp://ftp1.ncem.org/> [ftp1.ncem.org]**, populate only the Vendor's pricing in the Cost column. For submission Vendor shall print a copy of the Excel PRICE and provide in electronic flash drive to the Vendor's response, clearly showing for which Region as described Section 1.0 PURPOSE AND BACKGROUND.

PRICE File download at <ftp://ftp1.ncem.org/> [ftp1.ncem.org] (Chrome browser is recommended).

Username: debmonitoring

Password: Nc3mD3br1s!

ITEM	DESCRIPTION OF WORK	COST	UNIT
1	Vegetative and/or C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites (DMS/TDSRS) or other disposal sites (NOTE 1 & 7)		/CY
2	Vegetative and/or C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to DMS/TDSRS or other disposal sites (NOTE 1 & 7)		/CY
3	Vegetative and/or C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 2, 3 & 7)		/CY /TON
4	Vegetative and/or C&D Debris Removal from Debris Management Sites (DMS/TDSRS) and Hauling to Final Disposal Site (NOTES 2, 3 & 7)		/CY /TON
5	Management of DMS/TDSRS (NOTE 4)		/CY
6	Processing (Grinding/Chipping) of Vegetative Debris at DMS/TDSRS or Final Disposal		/CY
7	Grinding, reduction, compaction, or consolidation of C&D debris at DMS/TDSRS		/CY
8	Processing (Open Burning) of Vegetative Debris at DMS/TDSRS or Final Disposal		/CY
9	Processing Burning of Vegetative debris using air curtain incinerators at DMS/TDSRS or final disposal		/CY
10	Pick Up and Haul of White Goods to an Approved Disposal Site Activating Entities area		/LB
11	Pick Up and Disposal of Hazardous Material		/LB
12	Freon Management and Recycling		/UNIT
13	Biowaste transportation and disposal		/LB
Extraction of hazardous stumps resulting from trees growing on the right of way & Hauling to Final Disposal Site (NOTE 5)			
14	24-inch diameter to 47.99-inch diameter measured 24" above ground		/STUMP
15	48-inch diameter and greater		/STUMP
Removal of Boulders			
16	Removal of hazardous boulders from 18" – 35.99" in diameter		EACH

Bid Number:

Vendor: _____

17	Removal of hazardous boulders more than 36" in diameter		EACH
Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 1 – 9			
18	Removal of hazardous hanging limbs 2 inches or more at point of break		/TREE
19	Removal of hazardous standing trees 6" – 12.99" in diameter (NOTE 8)		EACH
20	Removal of hazardous standing trees 13" – 24.99" in diameter (NOTE 8)		EACH
21	Removal of hazardous standing trees 25" – 36.99" in diameter (NOTE 8)		EACH
22	Removal of hazardous standing trees 37" – 48.99" in diameter (NOTE 8)		EACH
23	Removal of hazardous standing trees more than 49" in diameter (NOTE 8)		EACH
Marine Debris Removal			
24	Canal, waterway, and ditch clearing		/LF
25	Bays and other open waters		/ACRE
26	Marine vessel and other land vehicle removal		/LF
The following items shall be billed on a time and material basis.			
27	Emergency Road Clearance	See Attachment II	

NOTES:

1. This price assumes that DMS/TDSRS's, final disposal site or other approved disposal sites are within 45 miles. For distances, over 45 miles but less than 150 miles add _____ per cubic yard.
2. This price assumes final disposal is within 150 miles. For distances, over 150 miles but less than 300 miles add _____ per cubic yard.
3. If scales are available at the final disposal site /TON cost will be used in lieu of /CY. The Vendor pays tipping fee at final disposal site(s) and bills the Activating Entity at cost.
4. Includes management of site remediation to include but not limited to pre and post use soil and water testing.
5. Boulders are defined for these purposes as any rock fragment with a size equal to or greater than 18 inches in diameter at its greatest point.
6. All stumps placed on the right of way by citizens will be converted to cubic yards using guidance provided in FEMA 325 (FEMA Public Assistance Debris Management Guide). Once converted amounts will be charged using item 1-4 rates as appropriate.
7. Invoices to be based on incoming and/or outgoing load tickets.
8. Measured at 4.5 feet above ground.
9. Items 1-24 include all personnel cost needed to deliver the service to include lodging and meals. Pricing will be adjusted for option year awards using a % equal to the % change (+/-) in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.
10. Private property debris removal (right of entry work) upon private property, if authorized by FEMA, will be done according to the rates listed herein. Vendor shall engage in PPDR work only with a written right of entry (See Right of Entry Approval Form, Attachment L) and hold harmless document executed by the private property owner and upon the written approval of the Activating Entity.

Bid Number: _____

Vendor: _____

ATTACHMENT A.2: FEE SCHEDULE – EQUIPMENT AND LABOR RATES

ITEM DESCRIPTION (or equivalent)	Hourly Rate
JD 544 Wheel Loader with debris grapple	\$
JD 644 Wheel Loader with debris grapple	\$
Extendaboom Forklift with debris grapple	\$
753 Bobcat Skid Steer Loader with debris grapple	\$
753 Bobcat Skid Steer Loader with bucket	\$
753 Bobcat Skid Steer Loader with street sweeper	\$
30-50 H Farm Tractor with box blade or rake	\$
2 – 2 ½ cu. yd. Articulated Loader with bucket	\$
3 – 4 cu. yd. Articulated Loader with bucket	\$
JD 648E Log Skidder	\$
CAT D4 Dozer	\$
CAT D5 Dozer	\$
CAT D6 Dozer	\$
CAT D7 Dozer	\$
CAT D8 Dozer	\$
CAT 125 – 140 HP Motor Grader	\$
JD 690 Trackhoe with debris grapple	\$
JD 690 Trackhoe with bucket and thumb	\$
Rubber Tired Trackhoe with debris grapple	\$
Rubber Tired Excavator with debris grapple	\$
JD 310 Rubber Tired Backhoe with bucket and hoe	\$
210 Prentiss Knuckleboom with debris grapple	\$
CAT 623 Self-Loader Scraper	\$
Hand-Fed Debris Chipper	\$
300 – 400 HP Tub Grinder	\$
800 – 1000 HP Tub Grinder	\$
30 Ton Crane	\$
50 Ton Crane	\$
100 Ton Crane	\$
40 – 60' Bucket Truck	\$
Greater than 60' Bucket Truck	\$
Fuel/Service Truck	\$
Water Truck	\$
Portable Light Plant	\$
Equipment Transports	\$
Lowboy Trailer with Tractor	\$
Flatbed Truck	\$
ITEM DESCRIPTION (or equivalent)	Hourly Rate
½ ton Pickup Truck	\$
¾ ton Pickup Truck	\$
1-ton Pickup Truck	\$
Off road truck	\$
Self-Loading Dump Truck with debris grapple	\$
Single Axel Dump Truck, 5 – 12 cu. yd.	\$
Tandem Axle Dump Truck, 16 – 20 cu. yd.	\$
Tandem Axle Dump Truck, 21 – 30 cu. yd.	\$
Tandem Axle Dump Truck, 31 – 50 cu. yd.	\$
Tandem Axle Dump Truck, 51 – 80 cu. yd.	\$
Power Screen	\$
Stacking Conveyor	\$
Chainsaw (without operator)	\$
Air Curtain Incinerator, self-contained	\$

Bid Number:

Vendor: _____

Temporary Office Trailer	\$
Mobile Command and Communications Trailer	\$
Generators from 10KW to 300KW	\$
PERSONNEL DESCRIPTION	Hourly Rate
Operations Manager	\$
Superintendent	\$
Foreman	\$
Safety Officer/Quality Control Inspector	\$
Laborer & Traffic Control Flag person	\$
Documentation Clerk	\$
Timekeeper	\$
HAZMAT Operator	\$
HAZMAT Technician	\$
Household HAZMAT Inspection and Removal Crew	\$
Skilled Sawman	\$
Crew Foreman with cell phone	\$
Tree Climber	\$
MATERIAL DESCRIPTION	/YARD
Fill dirt for stump holes – installed (includes purchase, placement and shaping)	\$

NOTES:

1. Equipment rates are fully encumbered to include but not limited to the cost of the operator, fuel, and maintenance.

ATTACHMENT B: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document; review all enclosures, attachments, and any Addenda; and comply with all requirements specified, whether appearing in these Instructions to Vendors or elsewhere in the Solicitation document. Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.
2. **REQUESTS FOR OFFERS:** Vendors are cautioned that this is a request for Offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all bids at any time if such rejection is deemed to be in the best interest of the State. By submitting Your Bid or Proposal, You are offering to enter into a contract with the State. The Contract is a separate document that represents the Vendor's and the State's entire agreement. If Your bid is accepted and results in a Contract, You will be expected to accept the North Carolina General Terms and Conditions included in the Solicitation document as part of the Contract. Depending upon the good or service being offered, other terms and conditions may apply.
3. **DUTY TO INQUIRE:** Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation for any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by Addendum. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention.
4. **DEFINITIONS, ACRONYMS AND ABBREVIATIONS:** The following definitions, acronyms, and abbreviations may be used within the Solicitation document.
 - a) **AGENCY SPECIFIC TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities for a single entity.
 - b) **ADDENDUM:** a document issued to supplement or modify the original Solicitation document. Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope changes to the Solicitation.
 - c) **Best and Final Offer,** submitted by a Vendor to alter its initial bid, made in response to a request by the issuing agency.
 - d) **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
 - e) **CONTRACT:** A contract resulting from or arising out of Vendor responses to this Solicitation.
 - f) **CONTRACT LEAD:** Representative of the agency identified on the first page of the Solicitation document who will correspond with potential Vendors concerning Solicitation issues, will contract with the Vendor providing the best offer to the State, and is the individual who will administer the Contract for the State.
 - g) **E-PROCUREMENT SERVICES:** The program, system, and associated services through which the State conducts electronic procurement.
 - h) **HUB:** Historically Underutilized Business <https://ncadmin.nc.gov/businesses/hub>.
 - i) **IPS:** Interactive Purchasing Service.
 - j) **LOT:** A grouping of similar products within this Solicitation document.
 - k) **OFFER:** the bid or proposal submitted in response this Solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
 - l) **OFFEROR:** the single legal entity submitting the Offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal as Offer to Contract.
 - m) **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
 - n) **QUALIFIED BID/PROPOSAL:** A responsive bid submitted by a responsible Vendor.

- o) **RESPONSIBLE:** Refers to a Vendor who demonstrates in its Offer that it has the capability to perform the requirements of the Solicitation.
- p) **RESPONSIVE:** Refers to an Offer that conforms to the Requirements of the Solicitation in all respects to be considered by the State for award.
- q) **RFPQ:** Request for Pre-Qualifications (a type of Solicitation document).
- r) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- s) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, institutions, boards, commissions, universities, and units of the State.
- t) **VENDOR:** The supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Solicitation document. Following award of a contract, the term refers to an entity receiving such an award.
- u) **WORK:** All labor, materials, equipment, services, or property of any type provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.
- v) **YOU and YOUR:** Offeror.

5. **INTERPRETATION OF TERMS AND PHRASES:** The Solicitation document serves to advise potential Vendors of the parameters of the solution being sought by the State. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the Solicitation. Except as specifically stated in the Solicitation, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement, if determined to be essential under the circumstances then existing, may result in the State exercising its discretion to reject a bid in its entirety.

6. **BID SUBMISSION:**

- a) **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its bid the name, address, and telephone number of the person(s) with authority to bind the Vendor and answer questions or provide clarification concerning the Vendor's bid.
- b) **SIGNING YOUR OFFER:** Every Offer must be signed by an individual with actual authority to bind the Offeror.
 - i. If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm.
 - ii. If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner.
 - iii. If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign.
 - iv. An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant.
 - v. If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.
- c) **EXECUTION:** Failure to sign the Execution Page (numbered page 1 of the Solicitation document) in the indicated space may render an Offer nonresponsive, and it may be rejected.
- d) **STATE OFFICE CLOSINGS:** If an emergency or unanticipated event interrupts normal government processes so that Offers cannot be received at the State office designated for receipt of bids by the exact time specified in the Solicitation, the time specified for receipt of Offers will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal government processes resume. In lieu of an automatic

extension, an Addendum may be issued to reschedule the bid opening. If State offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Addendum will be issued to reschedule the conference.

- e) **BID IN ENGLISH and DOLLARS:** Offers submitted in response to this Solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.
- f) **LATE BIDS:** Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
 - i. Vendor shall bear the risk for late submission due to unintended or unanticipated delay— whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor's sole responsibility to ensure that its bid has been received by this Office by the specified time and date of opening. The date and time of submission will be marked on each bid when received, and any bid received after the bid submission deadline will be rejected.
 - ii. For proposals submitted via U.S. mail, please note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the State's Mail Service Center. Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency's purchasing office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal by U.S. Postal Service, courier, or other delivery service.

7. **DETERMINATION OF RESPONSIVENESS:** Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.

8. **CONTENTS OF OFFER:**

- a) Offers should be complete and carefully worded and should convey all of the information requested.
- b) Offers should be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the Solicitation. Emphasis should be on completeness and clarity of content.
- c) If Your Offer includes any comment over and above the specific information requested in the Solicitation, You are to include this information as a separate appendix to Your Offer. Offers which include either modifications to any of the Solicitation's contractual requirements or an Offeror's standard terms and conditions may be deemed non-responsive and not considered for award at the State's discretion.

9. **MULTIPLE OFFERS:** If specifically stated in the Solicitation document, Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements.

10. **CLARIFICATION:** The State may elect to communicate with You after bid opening for the purpose of clarifying either Your Offer or the requirements of the Solicitation. Such communications may be conducted only with Offerors who have submitted an Offer which obviously conforms in all material aspects to the Solicitation. Clarification of an Offer must be documented in writing and included with the Offer. Clarifications may not be used to revise an Offer or the Solicitation.

11. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded. Regardless of error or omission, a Vendor shall not be permitted to increase its pricing after the deadline for submitting bids.

12. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the State reserves the right to reject any and all Offers, in whole or in part, by deeming the Offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this Solicitation, lack of

competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.

13. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested in the Solicitation document. Further, if required elsewhere in this bid, each Vendor shall submit with its bid any sketches, descriptive literature, and/or complete specifications covering the goods and services offered. Reference to literature submitted with a previous bid or available elsewhere will not satisfy this provision. Do not submit bid samples or descriptive literature unless expressly requested. Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the Solicitation. Failure to comply with these requirements shall constitute sufficient cause to reject a bid without further consideration.
14. **WITHDRAWAL OF BID OR PROPOSAL:** Proposals submitted electronically may be withdrawn at any time prior to the date for bid opening identified on the cover page of this Solicitation document (or such later date included in an Addendum). Proposals that have been delivered by hand, U.S. Postal Service, courier, or other delivery service may be withdrawn only in writing and if receipt is acknowledged by the office issuing the Solicitation document prior to the time for opening identified on the cover page of the Solicitation document (or such later date included in an Addendum). Written withdrawal requests shall be submitted on the Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after bid opening shall be allowed only for good cause shown and in the sole discretion of the Department of Public Safety, Division Emergency Management, Hazard Mitigation.
15. **COST FOR BID OR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting Offers are the Vendor's sole responsibility.
16. **INSPECTION AT VENDOR'S SITE:** The State reserves the right to inspect, at a reasonable time, the equipment, item, plant, or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the State's determination that such equipment, item, plant, or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.
17. **RECYCLING AND SOURCE REDUCTION:** It is the policy of the State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will adequately 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.
18. **CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA:** As a condition of Contract award, each out-of-State Vendor that is a corporation, limited-liability company, or limited-liability partnership shall have received, and shall maintain throughout the term of The Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A State contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.
19. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit Your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:
 - a) If paper copies are requested, all copies of the bid are printed double sided. All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
 - b) 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.

- c) Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.

20. **HISTORICALLY UNDERUTILIZED BUSINESS (HUB):** The State is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the State encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on State contracts.

21. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying a percentage increase to the price of any bid from a North Carolina resident Vendor. To the extent another state does so, North Carolina applies the same percentage increase to the bid of a Vendor resident in that state. Residency is determined by a Vendor's "Principal Place of Business," defined as that principal place from which the overall trade or business of the Vendor is directed or managed.

22. **INELIGIBLE VENDORS:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State. A contract with the State or any of its political subdivisions by any company identified in a) or b) below shall be void ab initio

- a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and

- b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81.

A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void ab initio.

23. **VALID TAXPAYER INFORMATION:** All persons or entities desiring to do business with the State must provide correct taxpayer information on North Carolina specified forms. The Substitute W-9 and Instructions are here:

https://files.nc.gov/ncosc/documents/NCAS_forms/State_of_North_Carolina_Sub_W-9_01292019.pdf

24. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** The North Carolina electronic Vendor Portal (eVP) allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities available on the Interactive Purchasing System (IPS), as well as notifications of status changes to those Solicitations. Online registration and other purchasing information is available at the following website: <http://ncadmin.nc.gov/about-doa/divisions/purchase-contract>.

25. The status of a Vendor's E-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a Contract resulting from this Solicitation document. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of bid opening may be suspended or deactivated, at the State's discretion, and may be disqualified from further evaluation or consideration.

26. **TABULATIONS:** Bid tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), <https://www.ips.state.nc.us/ips/BidNumberSearch.aspx>. Click on the IPS BIDS icon, click on Search for Bid, enter the bid number, and then search. Tabulations will normally be available at this web site not later than one working day after the bid opening. If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award. Lengthy or complex tabulations may be summarized, with other details not made available on IPS. Requests for additional details or information concerning such tabulations cannot be honored.

27. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain confidential trade secrets in its bid that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the

top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. § 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. § 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked as confidential, the State will notify Vendor of such action and allow Vendor to defend the confidential status of its information.

28. **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 or issuing agency until after the award of the Contract or cancellation of this Solicitation. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the Solicitation, during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the Contract), unless the State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the Solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's bid and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation or award of a Contract related to this Solicitation. Failure to comply with this requirement shall constitute sufficient justification to disqualify a Vendor from a Contract award. Only those communications with the using agency or issuing agency authorized by this Solicitation are permitted.
29. **INFORMAL COMMENTS:** The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in writing in this Solicitation document and in formal Addenda.
30. **PROTEST PROCEDURES:** When a Vendor wishes to protest a contract awarded by an agency when the award amount is less than an agency's general delegation or when the contract is subject to a special delegation or exemption, the Vendor shall submit a written request to protest to the purchasing officer of the agency that issued the award. The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters shall contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims.
Note: Contract award notices are sent only to the Vendor actually awarded the contract, and not to every person or firm responding to a Solicitation. Award notices are posted on eVP at <https://evp.nc.gov>. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.
31. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this Solicitation or those in any resulting Contract documents, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this Solicitation document, including any negotiated terms, (2) requirements and specifications and administration, (3) North Carolina General Terms and Conditions in North Carolina General Terms And Conditions, (4) Instructions To Vendors, (5) Pricing, and (6) Vendor's Bid.
32. **ADDENDA:** Critical updated information may be included in Addenda to the Solicitation. It is important that all Vendors bidding on the Solicitation periodically check 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 the Solicitation document and all Addenda thereto. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued concerning the Solicitation.
33. **ORAL EXPLANATIONS NON-BINDING:** Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a Solicitation will be furnished promptly to all other prospective Offerors as an Addendum to the Solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. See clause herein entitled "Duty to Inquire." The State will not identify You in its answer to Your question.

34. **MAXIMUM COMPETITION:** The State seeks to permit the maximum practicable competition. Offerors are urged to advise the State, as soon as possible, regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. If the State determines that any changes will be made resulting from the questions asked, then such decisions will be communicated in the form of an Addendum.
35. **FIRM OFFER:** Vendor's bid shall constitute a firm offer. By execution and delivery of a bid in response to a Solicitation, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposefully or inadvertently, shall have no force or effect, and will be disregarded. Any bid that contains language that indicates the bid is non-binding or subject to further negotiation before a contractual document may be signed shall be rejected.

ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

1. PERFORMANCE

- a) It is anticipated that the tasks and duties undertaken by the Vendor under the contract which result from the State solicitation in this matter (Contract) shall include Services, and/or the manufacturing, furnishing, or development of goods and other tangible features or components, as deliverables.
- b) Except as provided herein, and unless otherwise mutually agreed in writing prior to award, any deliverables not subject to an agreed Vendor license and provided by Vendor in performance of this Contract shall be and remain property of the State. During performance, Vendor may provide proprietary components as part of the deliverables that are identified in this Contract. Vendor grants the State a personal, permanent, non-transferable license to use such proprietary components of the deliverables and other functionalities, as provided under this Contract. Any technical and business information owned by Vendor or its suppliers or licensors made accessible or furnished to the State shall be and remain the property of the Vendor or such other party, respectively. Vendor agrees to perform under the Contract in at least the same or similar manner provided to comparable users and customers. The State shall notify the Vendor of any defects or deficiencies in performance or failure of deliverables to conform to the standards and specifications provided in this Contract. Vendor agrees to timely remedy defective performance or any nonconforming deliverables on its own or upon such notice provided by the State.
- c) In Vendor has a limited, non-exclusive license to access and use State Data provided to Vendor, but solely for performing its obligations under and during this Agreement and in confidence as further provided for herein or by law.
- d) Vendor or its suppliers, as specified and agreed in the Contract, shall provide support assistance to the State related to all Services performed or other deliverables procured hereunder during the State's normal business hours. Vendor warrants that its support, customer service, and assistance will be performed at a minimum in accordance with generally accepted and applicable industry standards.
- e) The State may document and take into account in awarding or renewing future procurement contracts the general reputation, performance and performance capabilities of the Vendor under this Contract as provided by G.S. 143-52 and 143-135.9 (a) and (b) (Best Value).

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

- a) In the event of default by the Vendor, the State 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. See, G.S. 25-2-712. 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, the State 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. 01 NCAC 05B.1520.

- b) 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. G.S. 143-52(a); 01 NCAC 05B.1521; G.S. 25-2-609.
- c) If this Contract contemplates deliveries or performance over a period of time, the State may terminate this Contract for convenience at any time by providing 60 days' notice in writing from the State to the Vendor. In that event, any or all finished or unfinished deliverables prepared by the Vendor under this Contract shall, at the option of the State, become its property, and under any applicable Vendor license to the extent necessary for the State to use such property. If the Contract is terminated by the State for convenience, the State shall pay for those items or Services for which such option is exercised, less any payment or compensation previously made.

3. **INTERPRETATION, CONFLICT OF TERMS:**

- a) The definitions in the Instructions to Vendors in the relevant solicitation for this Contract, and in 01 NCAC 05A.0112 are specifically incorporated herein.
- b) If federal funds are involved in the transactions under this Contract, the Vendor shall comply with all applicable state and federal requirements and laws, except where State requirements are more restrictive. See the additional federal requirements included in the "Federal Funds Provisions" section below.
- c) "Purchasing Agency" herein is as defined in 01 NCAC 05A.0112, except that if this Contract has been entered into by the NC Department of Administration, Division of Purchase and Contract (P&C) as indicated in the Contract (e.g., a State Term Contract), then P&C will then be a Purchasing Agency for the purposes herein and in the Federal Funds Provisions, below.
- d) Contracts made in contravention of General Statutes, Chapter 143, Article 3 and the Rules in 05 NCAC Chapter 5, are void. G.S. 143-58.
- e) In cases of conflict between specific provisions in this Contract and any other referenced documents, the Order of Precedence shall be (high to low) (1) any special terms and conditions specific to this Contract, including any negotiated terms; (2) requirements, specifications and administrative terms; (3) these NORTH CAROLINA GENERAL TERMS AND CONDITIONS, including the Federal Funds Provisions; (4) Definitions and other provisions in INSTRUCTIONS TO VENDORS in this solicitation, which is specifically incorporated in this Contract; (5) PRICING, and (6) Vendor's Bid, to the extent specifically and mutually incorporated into this Contract.
- f) In the event of conflict of terms between applicable provisions of the Federal Funds Provisions and the other provisions of these North Carolina General Contract Terms and Conditions, the more restrictive provision will govern.

4. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the goods, material, quality, workmanship, or performance of the Services offered, prior to acceptance, it shall be the responsibility of the Vendor to notify the State Contract Lead or Administrator indicated in the Contract at once, in writing, indicating the specific regulation which requires such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
5. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds appropriated or allocated to the agency for the purpose set forth in the Contract.
6. **TAXES:** Any applicable taxes shall be invoiced as a separate item
 - a) G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
 - b) The agency(ies) participating in the Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
 - c) Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
7. **SITUS AND GOVERNING LAW:**
 - a) This Contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina, including, without limitation, the relevant provisions of G.S. Chapter 143, Article 3, and the Rules in 01 NCAC Chapter 05, and any applicable successor provisions, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract, tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined. G.S. 22B-3.
 - b) Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with the Contract, including those of federal, state, and local agencies having jurisdiction and/or authority, and including, without limitation, the applicable requirements in the Federal Funds Provisions, below.
 - c) Non-resident Vendor corporations not formed under NC law must be domesticated in the Office of the NC Secretary of State in order to contract with the State of North Carolina. G.S. 55A-15- 01.
8. **NON-DISCRIMINATION COMPLIANCE:**

Wholly State Funded Contracts.

 - a) The Vendor will take affirmative action in complying with all State requirements and laws 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 or rights, such as preserved by Governor Roy Cooper Order E.O. 24 or 25, and will take necessary action to ensure that its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.
 - b) Federal Law, such as the following, applies as provided for therein: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability

Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

Contracts Partially or Wholly Federally Funded.

To the extent federal funding is involved in this procurement, in whole or in part, compliance with the following is required:

- c) The Vendor shall comply with all Federal Funds Provisions requirements (below) and not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Vendor shall, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- d) The Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Vendor's legal duty to furnish information.
- e) The Vendor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Vendor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- f) The Vendor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- g) The Vendor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- h) In the event of the Vendor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts or federally assisted construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- i) The Vendor shall include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order

11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Vendor (or herein "applicant," as applicable in context within these Federal Funds Provisions) becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

- j) The Vendor further agrees that it shall be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Vendor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.
- k) The Vendor agrees that it shall assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Vendors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it shall furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it shall otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- l) The Vendor further agrees that it shall refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Vendor debarred from, or who has not demonstrated eligibility for, Government Contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Vendors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Vendor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part any relevant grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Vendor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Vendor; and refer the case to the Department of Justice for appropriate legal proceedings.

9. **PAYMENT TERMS:** Payment terms are net not later than 30 days after receipt of a correct invoice submitted as outlined in this IFB or acceptance of goods, whichever is later. The Procuring Agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card. If the Vendor accepts Visa, MasterCard, etc., from other customers, it shall accept procurement card payment by the State under the terms provided for the procurement card. 01 NCAC 05B.1523. If payment is made by procurement card, then payment for amounts then due may be processed immediately by the Vendor. The State does not agree in advance, in contract, pursuant to Constitutional limitations, to pay costs such as interest, late fees, penalties or attorney's fees. This Contract will not be construed as an agreement by the State to pay such costs and will be paid only as ordered by a court of competent jurisdiction.

10. **CONDITION AND PACKAGING:** Unless otherwise expressly provided by special terms and conditions or specifications in the Contract or by express, specific federal law or rule, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose, is newly manufactured, and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

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

- a) Vendor warrants to the best of its knowledge that:
 - i. Performance under the Contract does not infringe upon any intellectual property rights of any third party; and

- ii. There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.
 - b) Should any deliverables supplied by Vendor become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United States, the Vendor, shall at its option and expense, either procure for the State the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Vendor's judgment, or if further use shall be prevented by injunction, the Vendor agrees to cease provision of any affected deliverables and refund any sums the State has paid Vendor for such deliverables and make every reasonable effort to assist the State in procuring substitute deliverables. If, in the sole opinion of the State, the cessation of use by the State of any such deliverables due to infringement issues makes the retention of other items acquired from the Vendor under this Agreement impractical, the State shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the State paid for unused Services or other deliverables.
 - c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the deliverables supplied by the Vendor, their use or operation, infringe on a patent, copyright, trademark or violate a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. Such defense and payment shall be conditioned on the following:
 - i. That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and
 - ii. That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.
 - d) Vendor will not be required to defend or indemnify the State to the extent any claim by a third party against the State for infringement or misappropriation results solely from the State's material alteration of any Vendor-branded deliverables or Services, or from the continued use of the Services or other deliverables after receiving written notice from the Vendor of the claimed infringement.
- 12. **ADVERTISING:** Vendor agrees not to use the existence of the Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or Services except as provided in 01 NCAC 05B.1516. A Vendor may inquire whether the State is willing to be included on a listing of its existing customers.
- 13. **ACCESS TO PERSONS AND RECORDS:**
 - a) During, and after the term hereof during the relevant period required for retention of records by State law (G.S. 121-5, 132-1 et seq., typically five years), the State Auditor and any Purchasing Agency's internal auditors shall have access to persons and records related to the Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9). However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.
 - b) The following entities may audit the records of this contract during and after the term of the contract to verify accounts and data affecting fees or performance:
 - 1. The State Auditor.
 - 2. The internal auditors of the affected department, agency or institution.
 - 3. The Joint Legislative Commission on Governmental Operations and legislative employees whose primary responsibility is to provide professional or administrative services to the Commission.
 - c) The Joint Legislative Commission on Governmental Operations has the authority to:

1. Study the efficiency, economy and effectiveness of any non-State entity receiving public funds.
2. Evaluate the implementation of public policies, as articulated by enacted law, administrative rule, executive order, policy, or local ordinance, by any non-State entity receiving public funds.
3. Investigate possible instances of misfeasance, malfeasance, nonfeasance, mismanagement, waste, abuse, or illegal conduct by officers and employees of a non-State entity receiving, directly or indirectly, public funds, as it relates to the officer's or employee's responsibilities regarding the receipt of public funds.
4. Receive reports as required by law or as requested by the Commission.
5. Access and review
 - a. Any documents or records related to any contract awarded by a state agency, including the documents and records of the contractor, that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance; and
 - b. Any records related to any subcontract of a contract awarded by a State agency that is utilized to fulfill the contract, including, but not limited to (i) records related to the drafting and approval of the subcontract, and (ii) documents and records of the contractor or subcontractor that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance.
- d) The Joint Legislative Commission on Governmental Operations has the power to:
 1. Compel access to any document or system of records held by a non-State entity receiving, directly or indirectly, public funds, to the extent the documents relate to the receipt, purpose or implementation of a program or service paid for with public funds.
 2. Compel attendance of any officer or employee of any non-State entity receiving public funds, provided the officer or employee is responsible for implementing a program or providing a service paid for with public funds.
- e) Unless prohibited by federal law, the Commission and Commission staff in the discharge of their duties under this Article shall be provided access to any building or facility owned or leased by a non-State entity receiving public funds provided (i) the building or facility is used to implement a program or provide a service paid for with public funds and (ii) the access is reasonably related to the receipt, purpose, or implementation of a program or service paid for with public funds.
- f) Any confidential information obtained by the Commission shall remain confidential and is not a public record as defined in G.S. 132-1.
- g) Any document or information obtained or produced by Commission staff in furtherance of staff duties to the Commission is confidential and is not a public record as defined in G.S. 132-1.
- h) A person who conceals, falsifies, or refuses to provide to the Commission any document, information, or access to any building or facility as required by this Article with the intent to mislead, impede, or interfere with the Commission's discharge of its duties under this Article shall be guilty of a Class 2 misdemeanor.

14. **ASSIGNMENT OR DELEGATION OF DUTIES:**

- a) As a convenience to the Vendor, the State may include any person or entity designated by the Vendor in writing as a joint payee on the Vendor's payment check. In no event shall such approval and action obligate the State to anyone other than the Vendor.
- b) If Vendor requests any assignment, or delegation of duties, the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon written request, the State may, in its unfettered discretion, approve an assignment or delegation to another responsible entity acceptable to the State, such as the surviving entity of a merger, acquisition or a corporate reorganization if made as part of the transfer of all or substantially all of the Vendor's assets. 01 NCAC 05B.1507. Any purported assignment

or delegation made in violation of this provision shall be void and a material breach of the Contract. G.S. 143-58.

15. **INSURANCE:** This section provides minimum insurance coverage rates that are applicable to most moderate risk solicitations. Agency Risk Analysis will determine if higher insurance coverage amounts are needed based on the likelihood and severity of exposure to the State. The analysis is documented in writing in the official file and considers the following non-exclusive factors: (1) Potential for damage to State property or property of a third party, (2) Potential for bodily injury to State employees or third parties, (3) Whether Vendor will transport State property, clients, or employees, (4) Use of a vehicle to accomplish the work or to travel to or from State locations, (5) Anticipated physical contacts of the Vendor with the State, (6) Anticipated number and activity of Vendor personnel within the State, and (7) Any other unique considerations that could result in harm, bodily injury, or property damage. The Purchasing Agency has specified elsewhere in this Contract any increase in the minimum insurance coverage requirements below if the risk from the above factors is high.

- a) **REQUIREMENTS** - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of the Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the NC Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or the Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations or the indemnification requirements under the Contract. As provided above, a State agency is authorized, upon written evaluation and substantiation in the official file of the significant risk of bodily injury and/or property or other damage in the contract, to require and enforce higher coverage limits to mitigate the potential risk of liability to the State.
- b) **COVERAGE** - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, the Vendor shall provide and maintain the following coverage and limits, subject to higher requirements by an agency after the risk analysis indicated above:
 - i. For Small Purchases as defined under North Carolina Administrative Code 01 NCAC 05A.0112 (35) and 05B.0301 (1), the minimum applicable insurance requirements for Worker's Compensation and Automobile Liability will apply as required by North Carolina law. The Purchasing Agency may require Commercial General Liability coverage consistent with the assessed risks involved in the procurement.
 - ii. For Contracts valued in excess of the Small Purchase threshold, but up to \$1,000,000.00 the following limits shall apply:
 1. 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.
 2. 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.
 3. 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.
 - iii. For Contracts valued in excess of \$1,000,000.00 the following limits shall apply:

1. **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 \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Vendor shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.
2. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.
3. **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 \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment.

16. **GENERAL INDEMNITY:**

- a) The Vendor shall indemnify, defend and hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of the Contract, and 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 State has knowledge of such claims.
- b) The Vendor, at its own expense shall defend any action brought against the State, 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 the State shall have the option to participate in such action at its own expense.
- c) The Vendor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Vendor deliverables or Services as part of this Contract with the State.
- d) As part of this provision for General indemnity, if federal funds are involved in this procurement, 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 State harmless from any claims or losses resulting to the State 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.
- e) The State does not participate in indemnification due to Constitutional restrictions, or arbitration, which effectively and unacceptably waives jury trial. See, G.S. 22B-3, -10.

17. **ELECTRONIC PROCUREMENT:** (G.S. 143-48.3)

GENERALLY APPLICABLE TO GOODS AND SERVICES PURCHASES:

- a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third-party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this Contract.
- b) The Supplier Manager will capture an order from a State approved user, including the shipping and payment information, and submit the order in accordance with E-Procurement Service procedures. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State-approved user, not the Supplier Manager, shall be responsible for the

solicitation, bids received, evaluation of bids received, award of Contract, and the payment for goods delivered.

- c) Vendor shall at all times maintain the confidentiality of its username and password for the Statewide E-Procurement Services. Vendor shall be responsible for all activity and all charges by its agents or employees. Vendor agrees not to permit a third party to use its E-Procurement Services account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by email. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

18. **SUBCONTRACTING:** Performance under the Contract by the Vendor shall not be subcontracted without prior written approval of the State's assigned Contract Lead. Unless otherwise agreed in writing, acceptance of a Vendor's bid shall include approval to use the subcontractor(s) that have been specified therein.
19. **CONFIDENTIALITY:** Vendor information that cannot be shown to be, e.g., a trade secret, may be subject to public disclosure under the terms of the State Public Records Act (SPRA), beginning at G.S. 132.1. Blanket assertions of confidentiality are not favored, but confidentiality of specific material meeting one or more exceptions in the SPRA will be honored. Vendors are notified that if the confidentiality of material is challenged by other parties, the Vendor has the responsibility of defending the assertion of confidentiality. G.S. 143-52(a).
20. **CARE OF STATE DATA AND PROPERTY:** Any State property, information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under the Contract shall be kept as confidential, used only for the purpose(s) required to perform the Contract and not divulged or made available to any individual or organization without the prior written approval of the State.
The State's data and property in the hands of the Vendor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or another eventuality. The Vendor agrees to reimburse the State for loss or damage of State property while in Vendor's custody. Such State Data shall be returned to the State in a form acceptable to the State upon the termination or expiration of this Agreement.
The Vendor shall notify the State of any security breaches within 24 hours as required by G.S. 143B1379. For further information, see, G.S. 75-60 et seq. Notice is given to the Vendor that the NC Department of Information Technology (DIT) has requirements relating to the security of the State network, and rules relating to the use of the State network, IT software and equipment, that the Vendor must comply with, as applicable. See, e.g., G.S. 143B-1376.
21. **OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to the State of North Carolina or any of its agencies shall disclose to inbound callers the location from which the call or contact center services are being provided. If, after award of a Contract, and consistent with any applicable NC DIT security provisions, the Contractor wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such performance, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State Purchasing Agency. Vendor shall give notice to the Purchasing Agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons providing performance under a State Contract to a location outside of the United States. See, G.S. 143- 59.4.
22. **ENTIRE AGREEMENT:** The Contract (including any documents mutually incorporated specifically therein) resulting from a relevant solicitation represents the entire agreement between the parties and supersedes all prior oral or written statements or agreements. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
23. **ELECTRONIC RECORDS:** The State will digitize all Vendor responses to the relevant solicitation, if not received electronically, as well as any awarded Contract together with associated procurement related documents. These electronic copies shall constitute a preservation record and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any official electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."

24. **AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the State and the Vendor.
25. **NO WAIVER:** Notwithstanding any other language or provision in the Contract or in any Vendor supplied material, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the State under applicable law. The waiver by the State of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
26. **FORCE MAJURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including, without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, other catastrophic epidemic or pandemic, natural event or Act of God.
27. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in the Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the State under applicable law.
28. **FEDERAL FUNDS PROVISIONS:** *Where federal funds are utilized in connection with this procurement, and to the extent applicable and absent stricter or controlling State provisions, the following federal provisions (in addition to the North Carolina General Terms and Conditions above) may apply consistent with Uniform Guidance in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, and its Appendix II. Relevant federal authorities may require additional provisions depending on the scope and context of the Contract.* Failure or unwillingness of the Vendor to continually meet any of these requirements, as applicable, may result in Contract termination. Any links to websites not maintained by the State are provided as a courtesy. **Some of these same provisions are contained later in the document under Attachment H: FEMA Rules and Regulations.** The State does not warrant or guarantee the accuracy of the hyperlink, or the information contained therein.
 - a) **No Governmental Non-Competes.** Vendor shall not impose or enforce any non-competition agreement upon the employees included in Vendor's bid that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Contract. By executing this Contract, the Vendor affirms this condition. This affirmation is a material condition for the State's award of any work under this Contract.
 - b) **Program Monitoring.** Vendor agrees to assist and cooperate with the Federal grantor or funding agency and the relevant Purchasing Agency or their duly designated representatives in the monitoring of the project or projects to which this Contract relates, and to provide in form and manner approved by the Purchasing Agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
 - c) **Remedies and Termination.** For purposes of this section the State Remedies and Termination provisions above apply as written.
 - d) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Compliance with the Contract Work Hours and Safety Standards Act.
 - i. *Overtime requirements.* No Vendor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - ii. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 C.F.R. §5.5(b)(1) the Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a

territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 C.F.R. §5.5(b)(1), in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 C.F.R. §5.5(b)(1).

- iii. *Withholding for unpaid wages and liquidated damages.* The Purchasing Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 C.F.R. §5.5(b)(2).
- iv. *Subcontracts.* The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 C.F.R. §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. §5.5(b)(2) through (4).

e) Clean Air Act and The Federal Water Pollution Control Act.

i. Clean Air Act

- 1. The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2. The Vendor agrees to report each violation to the Purchasing Agency and understands and agrees that the Purchasing Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3. The Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

ii. Federal Water Pollution Control Act

- 1. The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2. The Vendor agrees to report each violation to the Purchasing Agency and understands and agrees that the Purchasing Agency will, in turn, report each violation as required to assure notification to the federal agency providing funds hereunder, and the appropriate Environmental Protection Agency Regional Office.
- 3. The Vendor agrees that these requirements will be included in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

f) Debarment and Suspension.

- i. This Contract, if federal funding is used, is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by a federal agency providing federal funds herein and the Purchasing Agency. If it is later determined that the Vendor did

not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to federal agency providing federal funds herein and the Purchasing Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- iv. The Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract resulting from a relevant solicitation herein. The Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

g) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (as Amended).

- i. To the extent applicable, Vendors that apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal Contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- ii. Required Certification. If applicable, Vendors must sign and submit to the Purchasing Agency the certification. See the latest version of "Certification for Contracts, Grants, Loans, and Cooperative Agreements" found at <https://ncadmin.nc.gov/documents/vendor-forms>.

h) Procurement of Recovered Materials.

- i. Unless specified otherwise in the Contract, in the performance of this Contract, the Vendor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - Competitively within a timeframe providing for compliance with the Contract performance schedule;
 - Meeting Contract performance requirements; or
 - At a reasonable price.
- ii. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- iii. The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

i) Access to Records. In addition to the North Carolina General Contract Terms & Conditions section entitled "ACCESS TO PERSONS AND RECORDS" included in this Contract, the following access to records requirements apply to this Contract:

- i. The Vendor agrees to provide the Purchasing Agency, the Administrator of the federal agency providing funds hereunder, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Vendor agrees to provide the Administrator of the federal agency providing funds hereunder or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Purchasing Agency and the Vendor acknowledge and agree that no language in this Contract is intended to prohibit audits or

internal reviews by the Administrator of the federal agency providing funds hereunder or the Comptroller General of the United States.

- j) **Modifications to Contract.** Modifications to the Contract are governed by the North Carolina General Contract Terms & Conditions section above entitled **"AMENDMENTS,"** except as approval and signature by any federal official may also be required.
 - k) **Records Retention.** All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation, or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.
 - l) **Energy Efficiency.** All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).
 - m) **Program Fraud and False or Fraudulent Statements or Related Acts.** Vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.
 - n) **No Obligation by Federal Government.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from the Contract.
 - o) **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the Contract. The Vendor will comply with all applicable Federal law, regulations, executive orders, the policies of the federal agency(ies) providing funding, procedures, and directives.
 - p) **Federal Seals, Logos, and Flags.** In addition to the prohibitions of the North Carolina General Contract Terms & Conditions section above entitled **"ADVERTISING,"** the Vendor shall not use the seal(s), logos, crests, or reproductions of flags of a federal agency providing funding herein, or likenesses of federal agency officials without specific pre-approval of the relevant federal agency.
 - q) **System for Awards Management.** Vendor shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) <https://www.sam.gov/SAM/> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors> to verify that Contractors or sub-Recipients have not been suspended or debarred from doing business with federal or State government.
29. **PREA:** NCDPS is committed to a standard of zero-tolerance pertaining to unduly familiar or sexually abusive behavior either by another juvenile or by staff, volunteer, vendor, contractor, or party. Staff, volunteers, vendors, contractors, or parties are strictly prohibited from engaging in personal dealings or and conduct of a sexual nature with an inmate or juvenile. Conversation and conduct with any inmate or juvenile must be professional at all times. Sexual acts between a juvenile or inmate and staff member will contradict the standards of the Federal Prison Rape Elimination Act of 2003 (PREA). Such acts also may be punishable, at a minimum, as a Class E felony in North Carolina. Under State law, consent of the inmate or juvenile may not be available as a defense for an individual who is charged criminally based on sexual conduct with the inmate or juvenile. Also, no juvenile or inmate can consent to engage in sexual activity with staff, volunteers, vendors, contractors, or parties. Any contractual facility will comply with national standards to prevent, detect, and respond to PREA (115.12, 212, 312) and permit the Department to monitor this aspect of the contract to ensure compliance with the PREA standards. As a valued partner with NCDPS, 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@ncdps.gov, or the DPS Communications office at (800) 368-1985. Also, it may violate State law to sell or give an inmate or juvenile and alcoholic beverages, barbiturates or stimulant drug, or any narcotic, poison, or poisonous substance, except upon the prescription of a physician;

Bid Number:

Vendor: _____

and it may violate State law to give an inmate or juvenile any tobacco or tobacco products, alcohol, or cell phones. It may also violate NCDPS policy to convey to or take from any juvenile or inmate 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 any inmate for clothing or stolen goods or to sell any inmate any article forbidden by NCDPS policy. By signing this document, you acknowledge that you understand and will abide by this policy as outlined above.

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

☐ YES ☐ NO

1. List the location(s) outside the United States where work under this Contract will be performed by the Vendor, any sub-Vendors, employees, or other persons performing work under the Contract:
2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Vendors that will perform work outside the U.S.:

☐ YES ☐ NO

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

Bid Number:

Vendor: _____

ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

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: _____

- ☐ 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 is a continuing certification, and Vendor shall notify the Contract Lead and the Activating Entity within 15 days of any material change to any of the representations made herein.

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

Signature

Date

Printed Name

Title

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

Bid Number:

Vendor: _____

ATTACHMENT F: HISTORICALLY UNDERUTILIZED BUSINESSES INFORMATION

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

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

- a) Is Vendor submitting this IFB a Historically Underutilized Business? ☐ Yes ☐ No
- b) Is Vendor a Certified with North Carolina as a Historically Underutilized Business? ☐ Yes ☐ No
-

If the awarded Vendor plans to subcontract with minority businesses, women's business enterprises and labor surplus area firms (**2 C.F.R. §200.321**) indicate below the HUB subcontractor name(s). If more than one subcontractor will be utilized, please enter "See Attached" and provide an additional page to list all required information with clearly defined Region's.

REGION	SUBCONTRACT NAME	HUB CLASSIFICATION	TELEPHONE NUMBER	E-MAIL
1				
2				
3				
4				
5				
6				

Bid Number:

Vendor: _____

REGION	SUBCONTRACT NAME	HUB CLASSIFICATION	TELEPHONE NUMBER	E-MAIL
7				
8				
9				
10				
11				
12				
13				

ATTACHMENT G: REQUIRED ELEMENTS FOR UTILIZATION OF FEDERAL FUNDS

To the extent applicable, the following are the requirements that Vendor must agree to in order to be awarded any contract under this solicitation. If Vendor is unwilling or unable to meet any of these requirements, Vendor's submittal shall not be considered.

1. **No Governmental Non-Competes.** Vendor shall not impose or enforce any non-competition agreement upon the employees included in Vendor's bid that would prevent those employees from accepting any offer of employment from the State of North Carolina outside the first Term of the Contract. By executing this RFP, the Vendor affirms this condition, as directed in the Vendor Experience Section 4.4 of this RFP. This affirmation is a material condition for the State's award of any work under this RFP.
2. **Program Monitoring.** Vendor agrees to assist and cooperate with the Federal grantor agency and NCEM or their duly designated representatives in the monitoring of the projects to which this contract relates, and to provide in form and manner approved by NCEM such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
3. **Remedies.** Remedies for performance and default are governed under Sections 1 and 2 and related sections of the N.C. General Terms & Conditions included in this solicitation and Section 4 of the FEMA Rules and Regulations below.
4. **Termination for Cause.** In addition to Section 2 of the N.C. General Terms & Conditions included in this solicitation, if through any cause, Vendor shall fail to fulfill in a timely or proper manner any obligation under this Contract, or if Vendor shall violate any of the covenants, agreements, or stipulations of The Contract, NCEM shall thereupon have the right to terminate this Contract by giving written notice to Vendor of such termination and specifying the effective date of such termination. Unless a shorter time is determined by NCEM to be necessary, NCEM shall affect termination according to the following procedure:
 - a) Notice to Cure. NCEM shall give written notice of the conditions of default, setting for the ground or grounds upon which such default is declared ("Notice to Cure"). The Vendor shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default.
 - b) Notice of Termination. If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, NCEM may terminate the Contract, in whole or in part. NCEM shall give the Vendor written notice of such termination ("Notice of Termination"), specifying the applicable provision(s) under which the Contract is terminated and the effective date of the termination.
 - c) In such event, all finished or unfinished documents, data, studies, and reports prepared by Vendor entitle Vendor's receipt of just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, Vendor shall not be relieved of liability to NCEM for damage sustained to NCEM by virtue of any breach of this Contract by Vendor. NCEM may withhold any payments to Vendor for the purpose of set off until such time as the exact damages due NCEM from Vendor is determined.
5. **Termination for Convenience.** Termination of the Contract for convenience shall be governed by Section 2 of the N.C. General Terms & Conditions included in this solicitation.
6. **Equal Employment Opportunity.** During the performance of this Contract, the contractor agrees as follows:
 - a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but are not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or change, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d) The contractor will send each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) The contractor will comply with all provision of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 25, 1965, or by rule, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
- h) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

The Applicant further agrees that is shall be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Applicant agrees that it shall assist the cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Vendors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that is shall furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of

such compliance, and that it shall otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Applicant further agrees that it shall refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Vendors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the cause to the Department of Justice for appropriate legal proceedings.

7. Contract Work Hours and Safety Standards Act (40 U.S.C. 37013708).

Compliance with the Contract Work Hours and Safety Standards Act.

- a) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 C.F.R. § 5.5(b)(1) the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 C.F.R. § 5.5(b)(1), in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 C.F.R. § 5.5(b)(1).
- c) *Withholding for unpaid wages and liquidated damages.*
 - a. *Withholding Process.* NCEM may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Vendor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the Vendor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
 - b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
 - i. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - ii. A contracting agency for its procurement costs;

- iii. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - iv. A contractor's assignee(s);
 - v. A contractor's successor(s); or
 - vi. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
- d) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate
- e) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
 - b. Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
 - c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
 - d. Informing any other person about their rights under CWHSSA or this part."

Further Compliance with the Contract Work Hours and Safety Standards Act.

- (1) The contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.
- (2) Records to be maintained under this provision must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

8. Clean Air Act and The Federal Water Pollution Control Act.

Clean Air Act

- a) The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b) The Vendor agrees to report each violation to NCEM and understands and agrees that NCEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c) The Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- a) The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

- b) The Vendor agrees to report each violation to NCEM and understands and agrees that NCEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c) The Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. Debarment and Suspension.

- a) This contract is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b) The Vendor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c) The certification is a material representation of the fact relied upon by NCEM. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to NCEM, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d) The Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) (as amended).

Vendors that apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. If applicable, Vendors must sign and submit to NCEM the certification regarding lobbying.

11. Procurement of Recovered Materials.

- a) In the performance of this contract, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule, meeting contract performance requirements, or at a reasonable price
- b) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website <http://www.epa.gov/smm/comprehensive-procurement-guideline-cpq-program>.
- c) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

- a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- b) *Prohibitions.*
 - 1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

- 2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- c) *Exceptions.*
 - 1) This clause does not prohibit contractors from providing—
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - 2) By necessary implication and regulation, the prohibitions also do not apply to;
 - i. Covered telecommunications equipment or services that:
 - a. Are not used as a substantial or essential component of any system; and
 - b. Are not used as critical technology of any system
 - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- d) *Reporting Requirement.*
 - 1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 - 2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services
- e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

13. **Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
14. **Build American, Buy American Act (BABAA).** Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to (insert name of recipient/subrecipient) with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to FEMA. Note that even if the project does not involve construction and only requires project scoping, this requirement must be kept in mind for those programs that are required to be compliant with BABAA including but not limited to BRIC and FMA projects.
15. **Access to Records.** In addition to Section 13 of the N.C. General Terms & Conditions included in this solicitation, the following access to records requirements apply to this contract:
 - a) The Vendor agrees to provide NCEM, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c) The Vendor agrees to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
 - d) In compliance with the Disaster Recovery Act of 2018, NCEM and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator of the Comptroller General of the United States.
16. **Modifications to Contract.** Modifications to the Contract are governed by Section 24 of the N.C. General Terms & Conditions included in this solicitation.
17. **DHS, Seal, Logo, and Flags.** In addition to the prohibitions in Section 28 of the N.C. General Terms & Conditions included in this solicitation, the Vendor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
18. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
19. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from the contract.
20. **Program Fraud and False or Fraudulent Statements or Related Acts.** Vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.
21. **Socioeconomic Contracting.** The Vendor is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure small businesses, minority businesses, women's business enterprises, veteranowned businesses, and labor surplus area firms are considered when possible."

22. **Build America, Buy America Act (BABAA) for Architectural and/or Engineering Contracts.** Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117- 58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.
23. **Providing Good, Safe Jobs to Workers.** Pursuant to FEMA Information Bulletin No. 520, the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable
24. **Buy Clean.** NCEM encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, NCEM encourages that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.
25. **Records Retention.** All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.
26. **Energy Efficiency.** All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).
27. **DHS Standard Terms and Conditions.** In addition to the FEMA Rules and Regulations above, DHS Standard Terms and Conditions apply to the agreement as pertinent to the program as FEMA is a subdivision of DHS. The applicable DHS Standard Terms and Conditions for grants, cooperative agreements, fixed amount awards, and other types of federal financial assistance are based on the fiscal year in which the financial assistance award was funded. For access to the conditions, please see <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.
28. **Debarment, Suspension and Ineligibility (2 C.F.R. 200, Appendix II(I)).** Contractor represents and warrants that it and its Subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 2 C.F.R. 180 and 24 C.F.R. 24.1 (government debarment and suspension regulations).
29. **Subcontracts.** Contractor shall not enter into any subcontract with any Subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of North Carolina.
Contractor shall be as fully responsible to NCEM for the acts and omissions of Contractor's Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by Contractor.
Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractor to Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and to give Contractor the same power in regard to terminating any subcontract that NCEM may exercise over Contractor under any provision of the Contract Documents.
Nothing contained in this contract shall create any contractual relationship between any Subcontractor and NCEM.
30. **Assignability.** Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of NCEM, provided that claims for money due or to become due Contractor from NCEM under this Contract may be assigned to a bank, trust

company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to NCEM.

31. **Termination for Unavailable Funding.** The continuation of this Contract is contingent upon the appropriation and release of sufficient funds to NCEM to fulfill the requirements of this Contract. Failure of the appropriate authorities to approve and provide an adequate budget to NCEM for fulfillment of the Contract terms shall constitute reason for termination of the Contract by either Party. Contractor shall be paid for all authorized services properly performed prior to termination.
32. **Iran Divestment Act Certification.** Contractor certifies that, as of the date listed above, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
33. **Federal Funding Accountability and Transparency Act (FFATA).** The Contractor shall comply with the requirements of 2 C.F.R. part 25 Universal Identifier and System for Award Management (SAM). The grantee must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The grantee must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.
34. **Client Data and Other Sensitive Information.** The Contractor must comply with 2 C.F.R. §200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information NCEM designates as sensitive or consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.
35. **Davis-Bacon Act.** If applicable, Compliance with the Davis-Bacon Act.
 - a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Vendor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
 - b. Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
 - c. Additionally, Vendor is required to pay wages not less than once a week.
36. **Funding Contingency.** The awarded Contract may be suspended and/or terminated without liability to the State if any grant is suspended or terminated, and unless the State receives appropriate funding deemed sufficient to enable it to fund the Contract awarded, the State is under no obligation to make any payments to the Vendor.
37. **Personnel.** Vendor represents that it has, or will secure at its own expense, all personnel required in performing the work under this Contract. Such personnel shall not be employees of or have any contractual relationship with State. All of the work required hereunder will be performed by Vendor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and State law to perform such work. No person who is serving a sentence in penal or correctional institution shall be employed to work under this Contract.

Bid Number:

Vendor: _____

ATTACHMENT H: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when entry into this transaction was made. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Vendor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Vendor's Authorized Official

Name and Title of Vendor's Authorized Official

Date

ATTACHMENT I: STUMP CONVERSION TABLE

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up fromground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

Bid Number:

Vendor: _____

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8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

Bid Number:

Vendor: _____

ATTACHMENT J: DEBRIS QUANTITY FORECAST

The chart below provides forecasts of debris quantities for each county in the State of North Carolina. County data is grouped by geographic region. The forecast is based on the USACE hurricane debris estimating model; model assumptions are listed below. This chart is provided for informational purposes only to assist Vendors in understanding the variations among geographic regions in the state. Fees quoted in Attachments A.1 and A.2 shall be based on a unit of one (1).

Assumptions:

<u>Population</u>	<u>Vegetation</u>	<u>Commercial</u>
</=59,999	Heavy	Light
60,000-199,999	Medium	Medium
>/=120,000	Light	Heavy

County	Zone	Population (2019)	Household H = P/3 (H)	Storm Assumption Cat 3 (C)	Vegetation Density (V)	Commercial Density (B)	Wet Storm (S)	Debris Forecasting in cyds (Q)
Camden	1	10,710	3570	26	1.5	1	1.3	180,999.00
Chowan	1	14,029	4676	26	1.5	1	1.3	237,090.10
Currituck	1	27,072	9024	26	1.5	1	1.3	457,516.80
Dare	1	36,501	12167	26	1.5	1	1.3	616,866.90
Gates	1	11,573	3858	26	1.5	1	1.3	195,583.70
Hertford	1	23,659	7886	26	1.5	1	1.3	399,837.10
Pasquotank	1	39,639	13213	26	1.5	1	1.3	669,899.10
Perquimans	1	13,422	4474	26	1.5	1	1.3	226,831.80
Beaufort	2	47,079	15693	26	1.5	1	1.3	795,635.10
Bertie	2	19,026	6342	26	1.5	1	1.3	321,539.40
Hyde	2	5,230	1743	26	1.5	1	1.3	88,387.00
Martin	2	22,671	7557	26	1.5	1	1.3	383,139.90
Pitt	2	179,914	59971	26	1.1	1.3	1.3	2,898,654.43
Tyrrell	2	4,131	1377	26	1.5	1	1.3	69,813.90
Washington	2	11,859	3953	26	1.5	1	1.3	200,417.10
Carteret	3	69,524	23175	26	1.3	1.2	1.3	1,221,953.82
Craven	3	102,912	34304	26	1.3	1.2	1.3	1,808,781.31
Greene	3	21,012	7004	26	1.5	1	1.3	355,102.80
Lenoir	3	55,976	18659	26	1.5	1	1.3	945,994.40
Pamlico	3	12,670	4223	26	1.5	1	1.3	214,123.00
Wayne	3	123,248	41083	26	1.1	1.3	1.3	1,985,689.61
Cumberland	4	332,330	110777	26	1.1	1.3	1.3	5,354,279.41
Duplin	4	58,856	19619	26	1.5	1	1.3	994,666.40

Bid Number:

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Jones	4	9,637	3212	26	1.5	1	1.3	162,865.30
Onslow	4	197,683	65894	26	1.1	1.3	1.3	3,184,936.71
Pender	4	62,162	20721	26	1.3	1.2	1.3	1,092,559.31
Sampson	4	63,626	21209	26	1.3	1.2	1.3	1,118,290.58
Bladen	5	33,190	11063	26	1.5	1	1.3	560,911.00
Brunswick	5	136,744	45581	26	1.1	1.3	1.3	2,203,128.17
Columbus	5	55,655	18552	26	1.5	1	1.3	940,569.50
Hoke	5	54,764	18255	26	1.5	1	1.3	925,511.60
New Hanover	5	232,274	77425	26	1.1	1.3	1.3	3,742,243.84
Robeson	5	131,831	43944	26	1.1	1.3	1.3	2,123,973.18
Franklin	6	67,560	22520	26	1.3	1.2	1.3	1,187,434.56
Granville	6	60,115	20038	26	1.3	1.2	1.3	1,056,581.24
Halifax	6	50,574	16858	26	1.5	1	1.3	854,700.60
Northampton	6	19,676	6559	26	1.5	1	1.3	332,524.40
Person	6	39,507	13169	26	1.5	1	1.3	667,668.30
Vance	6	44,582	14861	26	1.5	1	1.3	753,435.80
Warren	6	19,807	6602	26	1.5	1	1.3	334,738.30
Edgecombe	7	52,005	17335	26	1.5	1	1.3	878,884.50
Harnett	7	134,214	44738	26	1.1	1.3	1.3	2,162,366.49
Johnston	7	202,675	67558	26	1.1	1.3	1.3	3,265,364.48
Nash	7	94,016	31339	26	1.3	1.2	1.3	1,652,425.22
Wake	7	1,092,305	364102	26	1.1	1.3	1.3	17,598,489.96
Wilson	7	81,455	27152	26	1.3	1.2	1.3	1,431,653.08
Anson	8	24,877	8292	26	1.5	1	1.3	420,421.30
Chatham	8	73,139	24380	26	1.3	1.2	1.3	1,285,491.06
Lee	8	61,452	20484	26	1.3	1.2	1.3	1,080,080.35
Montgomery	8	27,271	9090	26	1.5	1	1.3	460,879.90
Moore	8	98,682	32894	26	1.3	1.2	1.3	1,734,434.83
Richmond	8	44,887	14962	26	1.5	1	1.3	758,590.30
Scotland	8	34,810	11603	26	1.5	1	1.3	588,289.00
Caswell	9	22,698	7566	26	1.5	1	1.3	383,596.20
Davie	9	42,733	14244	26	1.5	1	1.3	722,187.70
Forsyth	9	379,099	126366	26	1.1	1.3	1.3	6,107,790.36
Rockingham	9	90,690	30230	26	1.3	1.2	1.3	1,593,967.44
Stokes	9	45,467	15156	26	1.5	1	1.3	768,392.30
Surry	9	71,948	23983	26	1.3	1.2	1.3	1,264,558.05
Yadkin	9	37,543	12514	26	1.5	1	1.3	634,476.70
Alamance	10	166,436	55479	26	1.1	1.3	1.3	2,681,505.87
Davidson	10	166,614	55538	26	1.1	1.3	1.3	2,684,373.69
Durham	10	316,739	105580	26	1.1	1.3	1.3	5,103,087.61
Guilford	10	533,670	177890	26	1.1	1.3	1.3	8,598,135.26
Orange	10	146,027	48676	26	1.1	1.3	1.3	2,352,689.67
Randolph	10	143,351	47784	26	1.1	1.3	1.3	2,309,575.74

Bid Number:

Vendor: _____

Cabarrus	11	211,342	70447	26	1.1	1.3	1.3	3,405,001.41
Catawba	11	158,652	52884	26	1.1	1.3	1.3	2,556,095.26
Cleveland	11	97,645	32548	26	1.3	1.2	1.3	1,716,208.52
Gaston	11	222,846	74282	26	1.1	1.3	1.3	3,590,346.19
Iredell	11	178,435	59478	26	1.1	1.3	1.3	2,874,825.76
Lincoln	11	83,770	27923	26	1.3	1.2	1.3	1,472,341.52
Mecklenburg	11	1,093,901	364634	26	1.1	1.3	1.3	17,624,203.64
Rowan	11	141,262	47087	26	1.1	1.3	1.3	2,275,919.17
Stanly	11	62,075	20692	26	1.3	1.2	1.3	1,091,030.20
Union	11	235,908	78636	26	1.1	1.3	1.3	3,800,792.42
Alexander	12	37,353	12451	26	1.5	1	1.3	631,265.70
Alleghany	12	11,161	3720	26	1.5	1	1.3	188,620.90
Ashe	12	27,109	9036	26	1.5	1	1.3	458,142.10
Avery	12	17,505	5835	26	1.5	1	1.3	295,834.50
Burke	12	90,382	30127	26	1.3	1.2	1.3	1,588,554.03
Caldwell	12	82,029	27343	26	1.3	1.2	1.3	1,441,741.70
McDowell	12	45,507	15169	26	1.5	1	1.3	769,068.30
Mitchell	12	15,000	5000	26	1.5	1	1.3	253,500.00
Rutherford	12	66,826	22275	26	1.3	1.2	1.3	1,174,533.78
Watauga	12	55,945	18648	26	1.5	1	1.3	945,470.50
Wilkes	12	68,557	22852	26	1.3	1.2	1.3	1,204,957.83
Yancey	12	17,903	5968	26	1.5	1	1.3	302,560.70
Buncombe	13	259,103	86368	26	1.1	1.3	1.3	4,174,494.80
Cherokee	13	28,383	9461	26	1.5	1	1.3	479,672.70
Clay	13	11,139	3713	26	1.5	1	1.3	188,249.10
Graham	13	8,484	2828	26	1.5	1	1.3	143,379.60
Haywood	13	61,971	20657	26	1.3	1.2	1.3	1,089,202.30
Henderson	13	116,748	38916	26	1.3	1.2	1.3	2,051,962.85
Jackson	13	43,327	14442	26	1.5	1	1.3	732,226.30
Macon	13	35,285	11762	26	1.5	1	1.3	596,316.50
Madison	13	21,763	7254	26	1.5	1	1.3	367,794.70
Polk	13	20,611	6870	26	1.5	1	1.3	348,325.90
Swain	13	14,245	4748	26	1.5	1	1.3	240,740.50
Transylvania	13	34,215	11405	26	1.5	1	1.3	578,233.50

ATTACHMENT J: CERTIFICATION OF CAPACITY/CAPABILITIES

Bid Number:

Vendor: _____

Name of Vendor: _____

Please answer all questions fully. If additional space is needed, please provide explanations on an additional page clearly titled "Attachment J: Additional Information Provided". By signing this page Vendor certifies that all information is complete and accurate to best of Vendor's capabilities.

1. Please provide the number of direct employees of the Vendor. _____
2. Is there a minimum standard of training that all employees receive, such as FEMA ICS or NIMS training? If so, please list:

3. List physical locations that would allow Vendor Representatives to be on site within the required 24 hours:

4. Please provide a brief description of the equipment immediately available to Vendor staff to ensure proper execution of the scope of work: _____

5. Please list contracts Vendor has held within the last three (3) years, with dates, that would be multijurisdictional and speak to their capacity to effectively execute this scope of work: _____

6. Please disclose any instances in which prior contracts were denied FEMA reimbursement due in part or in whole to the Vendor's noncompliance: _____

Signature

Date

Printed Name

Title

RIGHT OF ENTRY CERTIFICATE

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

Bid Number:

Vendor: _____

ATTACHMENT K
ROE No.

PRIVATE CONTRACTOR/FORCE ACCOUNT
DEBRIS REMOVAL/DEMOLITION

FEMA-XXXX-DR/EM-YY

Address:

Tax ID Block/Lot:

Federal/State/Tribal Landmark [Y/N]:

**RIGHT OF ENTRY ("ROE") ONTO PRIVATE PROPERTY FOR DEBRIS REMOVAL AND/OR
DEMOLITION DISASTER ASSISTANCE (FEMA-XXXX- DR/EM-YY)**

**Ownership Interest's Grant of Right of Entry for Debris Removal and/or Demolition
Activities**

The undersigned hereby certifies he/she/they/ is/are (check):

_____ Property Owner(s) with authority to grant access to the property at (Address).

_____ The authorized agent of the Property Owner(s) at above address.

The Property Owner(s)/agent authorizes the Town/City/County/Parish of, the State of YY and the United States of America, their respective agents, successors and assigns, contractors and subcontractors (collectively, the "Governments/Contractors") to have the right of access and to enter the property above specified for purposes of performing debris removal as it is a public health and safety threat and/or for demolishing structures local authorities have determined through due process to be unsafe directly because of the declared major hazard event, FEMA-XXXX- DR/EM- YY.

Governments/Contractors will perform the following work (check):

(3) _____ Remove debris from the Property.

(4) _____ Demolish the unsafe and condemned structure on the Property and remove the demolition debris.

If for Demolition: Mortgage and Insurance Adjuster Information

_____ The Property Owner(s)/agent certifies that no mortgage exists on said property.

_____ The Property Owner(s)/agent certifies that a mortgage does exist on said property.

_____ The Property Owner(s)/agent certifies that if insurance exists, an adjuster has inspected the property.

If for Demolition: Other Liens/Encumbrances on the Property

_____ The Property Owner(s)/agent certifies that no other liens or encumbrances exist on said property.

_____ The Property Owner(s)/agent certifies that (list type) lien[s] exists on said property.

Government Not Obligated -- No Expense Except For Insurance Proceeds

The Property Owner(s)/agent understands that this Right of Entry does not obligate the Governments/Contractors to perform debris removal or demolition. Governments/Contractors will access the property under this ROE if the work has been determined necessary in accordance with Federal, State, Territorial, Tribal or local regulations. The Property Owner(s) will not be charged for the work conducted by Governments/Contractors. However, if the Property Owner(s) receives insurance proceeds or compensation from other sources for debris removal or demolition, the Property Owner's(s') obligation is set out in the section below, entitled "Avoidance of Duplication of Benefits: Reporting Debris Removal/Demolition Money Received."

Bid Number:

Vendor: _____

Government Indemnified and Held Harmless

The Property Owner(s)/agent agrees to indemnify and hold harmless the Governments/Contractors for any damage of any type whatsoever to the above-described property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the property, and hereby releases, discharges, and waives all actions, either legal or equitable, which the Property Owner(s) has, or ever might or may have, by reason of any action taken by Governments/Contractors to remove debris or demolish unsafe structures.

Avoidance of Duplication of Benefits: Reporting Debris Removal/Demolition Money Received

Property Owner(s)/agent has an obligation to file an insurance claim if coverage is available. Property Owner(s)/agent understands and acknowledges that receipt of compensation or reimbursement for performance of these activities from any source, including Small Business Administration, private insurance, an individual and family grant program or any other public or private assistance program could constitute a duplication of benefits prohibited by federal law. If the Property Owner(s)/agent receives any compensation from any source for debris removal or demolition activities on this property, the Property Owner(s)/agent will report it to the Town/City/County/Parish/State Department of _____ at (address & phone)_____.

Release of Insurance Information

If insured, the Property Owner(s)/agent authorize(s) its insurer, (Company)_____, to release information relating to coverage and payments for debris removal/demolition activities (Claim #_____, Policy #_____) to the Town/City/County/Parish/State agency identified herein.

Acknowledgment of Prohibition on Fraud, Intentional Misstatements

The Property Owner(s)/agent understands that an individual who fraudulently or willfully misstates any fact in connection with this agreement may be subject to penalties under state and federal law, including civil penalties, imprisonment for not more than five years, or both, as provided under 18 USC § 1001.

Signature(s). Witnesses Required Only if Demolition
Property Owner(s) or Authorized Agent -- Mortgage/Lien Holder(s) if Demolition

For the considerations and purposes set forth herein, I/we hereby set my/our hand(s) and seal(s) this day of _____, 202X.

Witness 1

Witness 2

Property Owner(s)/Authorized Agent:
Sign:

Print: Property Owner(s)/Authorized Agent:
Current Address and Telephone No.:

ALSO, IF DEMOLITION: Lien Holder(s):
Sign

Bid Number:

Vendor: _____

Print: Mortgage Holder/Authorized Agent: Current Address and Telephone No.:

Sign

Privacy Act Statement: The Property Owner/ Owner's Authorized Agent acknowledges that information submitted will be shared with other government agencies, federal and non-federal, and contractors, their subcontractors, and employees but solely for purposes of disaster relief management to meet the objectives of this Right of Entry. This form is signed to allow access to perform debris removal and/or demolition operations on the above-mentioned property, to authorize the release of insurance policy/claim information and to secure notification of any lien holder of

Print: Other Lien Holder/Authorized Agent:
Current Address and Telephone No.:

Bid Number: _____

Vendor: _____

ATTACHMENT L: BABAA CERTIFICATION

For FEMA financial assistance programs subject to Build America, Buy America Act (BABAA), contractors and subcontractors must sign and submit the following certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the non-federal entity) each bid or offer for an infrastructure project that has not been waived by a BABAA waiver:

The undersigned certifies, to the best of their knowledge and belief, that:

BABAA requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the _____ (Project Name and Location) that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

“The [Contractor or Subcontractor], _Name/Title_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Contractor or Subcontractor] understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.”

Signature of [Contractor’s or Subcontractor’s] Authorized Official

Name and Title of [Contractor’s or Subcontractor’s] Authorized Official

Date