

STATE OF NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY

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| Refer <u>ALL</u> Inquiries regarding this IFB to the procurement lead through the Message Board in the Sourcing Tool. See section 2.6 for details: Tim Pendergrass | Invitation for Bid #: 19-IFB-1586245803-PTW |
| | Bids will be publicly opened: July 18, 2025, at 2:00pm, ET Meeting ID: 260 874 646 991 1 Passcode: hD6HT92e |
| Using Agency: NCDPS: Emergency Management | Commodity No. and Description: 771116 Environmental Rehabilitation |
| Requisition No.: RQ202745 | |

EXECUTION

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

By executing this bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

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

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

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

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS** incorporated herein. These documents can be accessed from the Ariba Sourcing Tool.

Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids shall not be accepted.

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| COMPLETE/FORMAL NAME OF VENDOR: <u>Tetra Tech, Inc.</u> | | |
| STREET ADDRESS: <u>2301 Lucien Way, Ste. 120</u> | P.O. BOX: | ZIP: |
| CITY & STATE & ZIP: <u>Maitland, FL 32751</u> | TELEPHONE NUMBER: <u>407-803-2551</u> | TOLL FREE TEL. NO: <u>1 (626) 351-4664</u> |
| PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21): <u>Same as above</u> | | |
| PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: <u>Jonathan Burgiel, Business Unit President</u> | | FAX NUMBER: <u>321-441-8501</u> |

Bid Number: 19-IFB-1586245803-PTW

Vendor: Tetra Tech, Inc.

| | | |
|---|-------------------------------|---|
| VENDOR'S AUTHORIZED SIGNATURE*:  | DATE: July 17, 2025 | EMAIL: TDR.Contracts@tetrattech.com |
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VALIDITY PERIOD

Offer shall be valid for at least one hundred twenty (120) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BIDS

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

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on

The attached certification, by _____.

(Authorized Representative of NC Department of Public Safety)

However, the Activating Entity is not required to forgo the payment and performance bonds if it elects not to do so even if 2 CFR 200.326 does not apply. The provision remains in the contract for the protection of the Activating Entities.

Additionally, the debris monitoring services vendor shall be required to post a **contractual performance bond in the amount of \$1,000,000 prior to execution of the contract** between NCEM and the successful debris monitoring services vendor. Intended awarded Vendors shall only be required to provide one bond to NCEM regardless of the number of geographic regions awarded. 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 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 bond at the time of execution of the contract if he or she is determined to be the lowest responsible Vendor meeting bid specifications.**

6.0 CONTRACT ADMINISTRATION

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

6.1 CONTRACT MANAGER The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

| Contract Manager Point of Contact | |
|-----------------------------------|------------------------------|
| Name: | Betty Kamara |
| Office Phone #: | 407-803-2551 |
| Mobile Phone #: | 407-803-2551 |
| Email: | TDR.Contracts@tetrattech.com |

North Carolina Emergency Management is charged with responding to any emergency, man-made or natural, 24 hours a day seven (7) days a week. This requires that the awarded Vendor(s) have personnel, and the capability to 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 | 24/7 | |
| Provide Support 24/7/365 | YES: Yes | NO: |
| Projected Response time - Initial | Immediate upon Notice to Proceed | |

POINT OF CONTACT FOR ALL CONTRACT RELATED ISSUES:

| CONTACT NAME | TELEPHONE NUMBER | E-MAIL |
|--------------|------------------|------------------------------|
| Betty Kamara | 407-803-2551 | TDR.Contracts@tetrattech.com |

CONTACT INFORMATION FOR TRANSMITTING THE NOTICE TO PROCEED:

| CONTACT NAME | TELEPHONE NUMBER | E-MAIL |
|--------------|------------------|------------------------------|
| Betty Kamara | 407-803-2551 | TDR.Contracts@tetrattech.com |

**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 | Bob Creech | (225) 439-4300 | Bob.Creech@tetrattech.com |
| 2 | Bob Creech | (225) 439-4300 | Bob.Creech@tetrattech.com |
| 3 | Bob Creech | (225) 439-4300 | Bob.Creech@tetrattech.com |
| 4 | Bob Creech | (225) 439-4300 | Bob.Creech@tetrattech.com |
| 5 | Bob Creech | (225) 439-4300 | Bob.Creech@tetrattech.com |
| 6 | Bob Creech | (225) 439-4300 | Bob.Creech@tetrattech.com |
| 7 | Bob Creech | (225) 439-4300 | Bob.Creech@tetrattech.com |
| 8 | Frank Guthman | (203) 405-1985 | Frank.Guthman@tetrattech.com |
| 9 | Frank Guthman | (203) 405-1985 | Frank.Guthman@tetrattech.com |
| 10 | Frank Guthman | (203) 405-1985 | Frank.Guthman@tetrattech.com |
| 11 | Frank Guthman | (203) 405-1985 | Frank.Guthman@tetrattech.com |
| 12 | Frank Guthman | (203) 405-1985 | Frank.Guthman@tetrattech.com |

| REGION | CONTACT NAME | TELEPHONE NUMBER | E-MAIL |
|--------|---------------|------------------|------------------------------|
| 13 | Frank Guthman | (203) 405-1985 | Frank.Guthman@tetrattech.com |

| 24 Hour Emergency and Contract Administration Contract Information | | |
|--|---------------------|------------------------------|
| Provide at least two (2) 24/7 Contacts emergency contact by which orders can be placed | Name | Betty Kamara |
| | Main Phone Number | 407-803-2551 |
| | Office Phone Number | 321-441-8500 |
| | Mobile Phone Number | 407-803-2551 |
| | Email Address | TDR.Contracts@tetrattech.com |
| | | |
| | Name | Jonathan Burgiel |
| | Main Phone Number | 407-803-2551 |
| | Office Phone Number | 321-441-8500 |
| | Mobile Phone Number | 407-342-2282 |
| | Email Address | TDR.Contracts@tetrattech.com |

6.2 PRICING AND PAYMENT PROCEDURES

The Vendor shall include the bid pricing schedule on the attached Bid Submittal Form based on all categories of work. Except where otherwise specifically provided, all pricing will be unit pricing.

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 debris monitoring services vendor shall be expected to mobilize and sustain its workforce in all activating jurisdictions in a region for a period of 90 days and will agree to submit their invoice for reimbursement to the Activating Entity, a week prior to the 90th day. An Activating Entity may agree to reimburse the debris monitoring services vendor within a shorter time frame but shall not be contractually required to make any payments in less than 90 days. After the initial 90-day period expires, the Vendor shall be entitled to payment for the first 60 days of work performed by the Vendor for 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.
- Debris monitoring services vendor reports to Activating Entity within 24 hours of notice.
- Debris monitoring services vendor submits bill to Activating Entity for first 60-day period within one (1) 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 next 30-day period, the Activating Entity remits payment for the previous 30-day period if satisfactory work has been performed.
- Process continues until work is completed and all payments have been made. By submitting a bid, Vendor acknowledges and accepts these terms.

ATTACHMENT A: PRICING FORM

Vendor shall furnish all necessary parts, labor, transportation, equipment, tools, materials and supplies as may be required to provide hazard event recovery services for the North Carolina Department of Public Safety, Division of Emergency Management (NCEM) in accordance with the terms and conditions and specifications fully incorporated herein.

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>, populate the only the Vendor's pricing in the Cost column or if additional personnel is believed necessary the Title column. For submission Vender 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.***

VENDOR'S HOURLY RATE FORM

| <u>POSITIONS</u> | <u>\$ HOURLY RATES</u> |
|---|------------------------|
| Project Manager | \$ <u>60.00</u> |
| Operations Manager | \$ <u>60.00</u> |
| Scheduler/Expeditors | \$ <u>1.00</u> |
| GIS Analyst | \$ <u>1.00</u> |
| Field Supervisors | \$ <u>50.00</u> |
| Debris Site/Tower Monitors | \$ <u>39.00</u> |
| Environmental Specialist | \$ <u>1.00</u> |
| Project Inspectors (Citizen Drop-Off Site Monitors) | \$ <u>39.00</u> |
| Load Ticket Data Entry Clerks (QA/QC) | \$ <u>0.00</u> |
| Billing/Invoice Analysts | \$ <u>1.00</u> |
| Administrative Assistants | \$ <u>1.00</u> |

Bid Number: 19-IFB-1586245803-PTW

Vendor: Tetra Tech, Inc.

Field Coordinators (Crew Monitors) \$ 39.00

Clerical Staff \$ 29.00

TOTAL

\$ 321.00

OTHER REQUIRED POSITIONS

Data Manager | \$55.00

Proposer may include other positions, with hourly rates, as needed.

The hourly rates shall remain firm for the first year of the initial term. Hourly rates for subsequent years and any extension term years shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U)(All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

<https://www.doa.nc.gov/pandc/north-carolina-instructions-vendors-1-2025/open>

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

<https://www.doa.nc.gov/north-carolina-general-terms-and-conditions-5-2025/open>

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