



STATE OF NORTH CAROLINA

DEPARTMENT OF PUBLIC SAFETY – EMERGENCY MANAGEMENT Hazard Mitigation

Request for Proposal #: 19-RFP-1378905666-GSX

Date of Issue: December 3, 2024

HAZARD MITIGATION TECHNICAL DEVELOPMENT

Proposal Opening Date: January 7, 2025

At 2:00 PM ET

Direct all inquiries concerning this RFP to:

Sherri Garte
Contract Specialist
Email: sherri.garte@ncdps.gov



STATE OF NORTH CAROLINA

Request for Proposal

19-RFP-1378905666-GSX

For internal State agency processing, including tabulation of proposals, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.**

Vendor Name

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

Electronic responses ONLY will be accepted for this solicitation.

<h2 style="margin: 0;">STATE OF NORTH CAROLINA</h2> <h3 style="margin: 0;"><i>Department of Public Safety</i></h3>	
Refer <u>ALL</u> Inquiries regarding this RFP to: Sherri Garte through the Message Board in the Sourcing Tool. See Section 2.3 for details	Request for Proposal #: 19-RFP-1378905666-GSX Proposals will be publicly opened: January 7, 2024 at 2:00 pm ET
Using Agency: Hazard Mitigation Requisition No.: RQ158775	Commodity No. and Description: 801016 Project Management

EXECUTION

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

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

- this proposal 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 proposal, 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-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

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 RFP, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

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

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

VALIDITY PERIOD

Offer shall be valid for at least ninety (90) days from date of proposal 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 RFP.

ACCEPTANCE OF PROPOSAL

If your proposal is accepted, all provisions of this RFP, 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 _____, 2025, as indicated on

The attached certification, by _____.

(Authorized Representative of the Department of Public Safety)

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1.0 PURPOSE AND BACKGROUND

FEMA funding is provided to the states through the Hazard Mitigation Assistance Programs to reduce the loss of life and property from disasters. The North Carolina Enhanced Hazard Mitigation Plan and local hazard mitigation plans identify hazards the state is susceptible to and identify mitigation goals, objectives and actions that will reduce risk across the state. FEMA Hazard Mitigation Assistance funding is provided through three main funding streams which are the Hazard Mitigation Grant Program (HMGP), Flood Mitigation Assistance (FMA), and Building Resilient Infrastructure and Communities (BRIC). All three programs are application based with final approval from FEMA. BRIC and FMA are both nationally competitive programs requiring the highest standard applications including the highest cost-effective projects to be submitted. Application deadlines for BRIC and FMA are set with the Notice of Funding Opportunity (NOFO) with no extensions available and the HMGP application period begins the date of declaration continuing for twelve (12) months. Depending on how the HMGP program is set up by the State, there could be earlier deadlines that must be met due to the interaction with other FEMA programs.

The North Carolina Department of Public Safety (DPS), Division of Emergency Management (NCEM), Hazard Mitigation is seeking proposals from qualified Vendor(s) experienced with the Federal Emergency Management Agency's ("FEMA") Hazard Mitigation Grant Program (HMGP), FMA and BRIC programs to assist NCEM Mitigation with providing technical assistance to potential Sub-Applicants with project sub-application development, for Presidential Disaster Declarations with an open application period. Work under this agreement shall be in support of the state and potential sub-applicants to assist sub-applicants with gathering correct and complete information required for project applications and reviews.

This Contract will be classified as an Agency Term Contract. There are no guaranteed minimum or maximum services under this contract.

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

1.1 CONTRACT TERM

The Contract shall have an initial term of two (2) years beginning on the date of award (Effective Date). The Vendor shall begin work immediately after the Effective Date. At the end of the Contract's current term, the State shall have the option, at its sole discretion, to renew the Contract under the same terms and condition for an additional one (1) year period. The total potential term of this contract would be for up to three (3) years from date of award.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

2.2 E-PROCUREMENT FEE

ATTENTION: The E-Procurement will not apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

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

If Vendors have questions or issues regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave

open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor’s proposal that purports to vary any terms and conditions or Vendors’ instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor’s proposal shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

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

2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	State	December 3, 2024
Submit Written Questions	Vendor	December 17, 2024, 2:00 PM
Provide Response to Questions	State	December 23, 2024
Submit Proposals	Vendor	January 7, 2025, 2:00 PM
Contract Award	State	TBD

2.5 PROPOSAL QUESTIONS

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

Written questions shall be emailed to sherri.garte@ncdps.gov by the date and time specified above. Vendors should enter “RFP #: **19-RFP-1378905666-GSX Questions**” as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

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

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to *the electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to this RFP. 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 RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

2.6 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late proposals, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. The time and date of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal deadline will be rejected.

All proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>.

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

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

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

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding to this RFP periodically check the State’s eVP website for any Addenda that may be issued prior to the proposal opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

2.7 PROPOSAL CONTENTS

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

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

- a) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- b) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- c) Response to 5.7 Technical Approach**
- d) Response to 5.6 Project Organization**
- e) Response to 4.5. Vendor Experience**
- f) 4.6 References
- g) Completed version of ATTACHMENT A: PRICING
- h) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- i) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- j) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- k) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- l) Completed and signed version of ATTACHMENT H: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL
- m) ATTACHMENT K: FEMA RULES AND REGULATIONS
- n) ATTACHMENT L: SUBCONTRACTOR FORM (must be completed for submission)

2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found below which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this RFP:

- a) **AUDIT:** The contract(s) awarded pursuant to this RFP are subject to audits by state and federal agencies and/or their authorized independent auditors. The auditors may conduct contract performance, financial and/or forensic/fraud audits.
- b) **BATCH:** A grouping of similar Work Orders/Scopes of Work grouped together.
- c) **BCA:** Benefit Cost Analysis
- d) **COMPLETION:** Completion of all items in the Scope of Work and the obtainment of the Certificate of Occupancy and key handover to the homeowner. After Completion is reached and the Certificate of Occupancy is obtained, Prime Contractor will have 60 days to obtain a punch list and complete any additional repairs.
- e) **CUSTOMER:** Customer is used throughout this document and may refer to eligible Sub-applicants including but not limited to counties, town, cities, and non-profits.
- f) **NCEM:** North Carolina Emergency Management
- g) **RFP:** Request for Proposal.
- h) **RFR:** Request for Reimbursement.
- i) **SOW: SCOPE OF WORK.** The agreed upon duties and responsibilities of the Vendor for each project site. The Scope of Work may only be altered by a change order.
- j) **STATE:** The State of North Carolina, including any of its sub-units and political subdivision recognized under North Carolina law. The State and NCEM HM may be used interchangeably throughout this document.
- k) **STATE AGENCY:** For purposes of this RFP, any sub-unit within the executive branch of the State, State Officials or Council of State Agencies that may have statutory, managerial or regulatory duties arising from or related to this RFP, State Disaster Recovery Acts of 2016, 2017 and 2018, and subsequent acts, and/or Hazard Mitigation Grant Program (HMGP) and these sub-units include but are not limited to: North Carolina Emergency Management (NCEM), Governor’s Office, Department of Public Safety (including NCEM and Division of Purchase & Logistics), Department of Administration (including State Construction Office and Purchase and Contract), State Building Commission, Department of Insurance, Department of Labor, Department of Insurance, Office of State Auditor, Office of the State Controller, Office of State Budget and Management, State Treasurer, Office of the Attorney General, and State licensing boards.
- l) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual, or other entity submitting a response to a Request for Proposal (RFP). Following award of a contract, the term refers to an entity receiving such an award. Vendor is also referred to as Contractor, Prime Contractor and used interchangeably throughout this RFP in the body of this document and any attachments.
- m) **WORK ORDER:** Specific, written authorization to perform the task(s) listed therein.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

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 qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

The RFP will be awarded in accordance with State and Federal law. Prospective Vendors shall not be discriminated against based on any prohibited grounds as defined by Federal and State law. 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 qualified proposals will be reviewed, and an award or awards will be based on the Best Value to the State. Best Value is determined by evaluating which Vendor response provides the best trade-off between price and performance.

While the intent of this RFP is to award a Contract(s) to single Vendor, 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 RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor’s office); or private entity, if the communication refers to the content of Vendor’s proposal or qualifications, the content of another Vendor’s proposal, another Vendor’s qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor’s proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP, or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided proposals) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of proposed is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor’s pricing position.

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 proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

3.4 EVALUATION CRITERIA

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the State:

The factors utilized to assess Best Value in order of relative importance are:

- a) Vendor’s Technical Approach (Section 5.7) Proposal addressing all Specifications of this RFP to include but not limited to:
 - i. Ability to identify hazard mitigation projects.
 - ii. Demonstrated capacity.
 - iii. Process improvement proposals and suggestions.
 - iv. Ability to understand feasibility, eligibility, and cost effectiveness as directed by HMA guidance and regulation;
 - v. Demonstrated capacity to interface with the public, government at all levels and private industry partners;
 - vi. Developed plan to assist with data collection, public interface, and Hazard Mitigation application completion.
- b) Price. (Attachment A)
- c) Vendor references and experience. To include but not limited to capability in preparing complete and accurate Hazard Mitigation sub-applications. (Sections 4.5 and 4.6)
- d) Project Organization (Section 5.6)

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, 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 State.
- b) Level of quality provided by the Vendor.
- c) Process and performance capability across multiple jurisdictions.
- d) Protection of the State’s information and intellectual property.
- e) Availability of pertinent skills.
- f) Ability to understand the State’s business requirements and internal operational culture.
- g) Particular risk factors such as the security of the State’s information technology.
- h) Relations with citizens and employees.
- i) Contract enforcement jurisdictional issues.

3.6 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

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

4.1 PRICING

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

4.2 INVOICES

Vendor shall invoice to the NCEM Project Manager once every 30 days or as agreed upon during the Pre-Coordination Meeting. The standard format for invoicing shall be single invoices, meaning Vendor shall provide the Project Manager with an invoice for each task or Work Order for each project site. Each task will only be permitted to be invoiced once, unless approved, in writing, by NCEM. Vendor will submit a separate invoice per proposal project number. Invoices shall include detailed information, supporting documentation, proof of completion, and/or deliverables requested in a Work Order to allow NCEM or their designee to verify fees, costs, and/or expenses.

At a minimum, the following fields shall be included on all invoices: Invoice number and date, Vendor's Contact Information, RFP Number, Proposal Project Number, Work Order Date, Site, Item Description, Price, Quantity, and Unit of Measure.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.

4.3 FINANCIAL STABILITY

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

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

4.4 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.5 VENDOR EXPERIENCE

In its Proposal:

- a) Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.
- b) Vendor shall demonstrate the capacity to gather/collect individual applicant property and/or project discriminating data and possess the expertise to create and/or modify FEMA grant applications in accordance with 2 C.F.R., 44 C.F.R., and the Unified Hazard Mitigation Assistance Guidance. Vendor must demonstrate the understanding of both State, county and municipality governments in order to contact and gather discriminate data as required. Vendor must also demonstrate and verify the capacity to provide professionals as needed to meet short timelines as set forth by the state and/or FEMA.
- c) Vendor shall identify the personnel to be assigned to the project, including the organizational structure, and each person's area of responsibility. Resumes for each professional assigned to this project are also required. Vendors must have sufficient and qualified staff immediately available to enter into a contract under this RFP and to manage any work required.

By executing this RFP, the Vendor acknowledges that it agrees with the following statement: “The personnel included in this proposal are not subject to any non-competition agreement that would prevent them from accepting any offer of employment from the State of North Carolina outside of the first term (the first 24 months).”

4.6 REFERENCES

Vendor shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State *may* contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor’s performance has been satisfactory. The information obtained *may* be considered in the evaluation of the Proposal.

4.7 BACKGROUND CHECKS

Any personnel or agent of Vendor performing Services under any Contract arising from this RFP may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

4.8 PERSONNEL

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 will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractors(s) that may be approved by the State. 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 in order to incorporate any work by third party subcontractor(s).

Should the Vendor’s proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor’s recommended substitute personnel. The required subcontractor forms are found in Attachment L. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.9 VENDOR’S REPRESENTATIONS

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

4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- Small Purchases
- Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- Contract value in excess of \$1,000,000.00

4.11 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- That they abide by the above restriction.
- That they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- That such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

5.0 SPECIFICATIONS AND SCOPE OF WORK

GENERAL

NCEM is seeking to procure the services of a Vendor(s) to oversee several aspects of the development process for mitigation projects across the state, including those associated with DR-4827-NC Tropical Storm Helene. All tasks shall be performed under the direct supervision of the NCEM Mitigation Contract Manager or Designee. Tasks must be completed accurately and within agreed-upon timelines. Any Vendor delays in task completion (Grant Management System workflows) may result in Division staff performing tasks on behalf of the Vendor. Work performed by Division staff on behalf of a Vendor cannot be billed for by the Vendor. Additionally, the Vendor may not bill for re-work activity unless the re-work activity is requested in writing and approved by the Mitigation Contract Manager or Designee.

5.1 SPECIFICATIONS

The Vendor shall assist Hazard Mitigation with advancing the goals to reduce or eliminate the impact of disasters in North Carolina communities. Services shall include, but are not limited to, field visits, data gathering, and project data evaluation. General tasks include:

- a) Complete training and follow instructions from State Mitigation and EHP leads.
- b) Provide support for identifying potential mitigation projects and activities eligible under HMGP.
- c) Identify technical feasibility issues with sub-applicant proposals.
- d) Provide support to sub-applicants with developing HMGP project applications, which should include, but is not limited to:
 1. Development of the existing problem narrative.
 2. Development of mitigation scope of work narrative.
 3. Development of project schedule.
 4. Provide assistance with identifying budget source and supporting documentation.
 5. Collection of data and information to be submitted with the sub-application package.
 6. Development of the mitigation technical project worksheet.
 7. Collection of supporting documentation to be included for Benefit Cost Analysis (BCA) purposes based on project type.
 8. Documentation of correct project location information.
 9. Completion of ground disturbance maps.
 10. Development of alternative projects.
 11. Guidance about photographs to be included with sub-application.
 12. Determination of if project location is in a Special Flood Hazard Area.
 13. Support with drafting public notices.
 14. Gathering documentation to respond to Requests for Information (RFI) from State.
 15. Provide the state with a copy of all documents and communications generated during task completion.
- e) Provide administrative support to the Field Coordinator, Field Assistance team and State Mitigation Development Supervisor with daily operations, which include, but not limited to forms, schedules, calls, travel request, reports, and special assignments.
- f) Statewide travel may be required in the provision of services under this RFP. Travel will be reimbursed at the NC State rate (See [Budget Manual](#) | [NC OSBM](#) Section 5. Travel Policies).

- g) Any other task determined by the State Hazard Mitigation Officer or Assistant Director of Mitigation.

5.2 POSITIONS REQUIRED

The Division expects that this agreement shall require approximately the following number of positions:

- Principal Project Development Specialist: 1 position
 - Senior Project Development Specialist: 1-2 positions
 - Project Development Specialist and/or Junior Project Development Specialist: 10 – 20 positions
 - Program and Administrative Support: 1-2 positions
- a) Principal Project Development Specialist: A minimum of ten (10) years’ experience in duties associated with hazard mitigation is required for the Principal Project Development Specialist position. The functional responsibilities of this position may include, but are not limited to:
1. Providing executive-level consultation services to the Customer.
 2. Providing senior-level interface with the Customer and managing daily operations.
 3. Ensuring the timely performance and completion of all obligations under the contract.
 4. Organizing and directing the overall performance of the Customer contract.
 5. Possessing the authority to make binding decisions on behalf of the Vendor.
 6. Formulating organizational strategy and directing major strategic initiatives.
 7. Ensuring that goals and objectives are accomplished within budgetary parameters.
 8. Developing and maintaining Customer relationships.
 9. Assisting on large, complex, or multi-discipline engagements.
 10. Allocating financial and human resources and material assets. Formulating and enforcing work standards
 11. Participating in the design phase of tasks and ensuring their successful execution.
- b) Senior Project Development Specialist: A minimum of ten (10) years’ experience in duties associated with hazard mitigation is required for Senior Project Development Specialist positions. The functional responsibilities of this position may include, but are not limited to:
1. Managing the day-to-day operations
 2. Ensuring the quality and timely completion of projects or services
 3. Providing technical and subject matter expertise in fulfillment of Customer SOWs
 4. Participating as a senior team member providing high-level project development services
 5. Planning, organizing, and executing tasks in successful delivery of projects or services
 6. Developing and defining strategic visions
 7. Planning, directing, controlling, scheduling, coordinating, and organizing management of tasks
 8. Providing Customer interface in fulfillment of Customer SOWs
 9. Possessing authority and responsibility for the execution of Customer SOWs
 10. Planning, organizing, and overseeing all subordinate work efforts
 11. Ensuring quality standards and work performance on Customer SOWs
 12. Organizing, directing, and managing support services
 13. Providing guidance and supervision of contracted staff.
 14. Ensuring all rules, policies and guidelines are adhered to in accordance with State and Federal regulations.
 15. Acting as a liaison and provide information to the HMGP Development Supervisor and State Hazard Mitigation Officer.
 16. Providing technical assistance and subject matter expertise to contracted staff.
 17. Monitoring and reporting status of projects.
- c) Project Development Specialist: A minimum of five (5) years’ experience in duties associated with hazard mitigation is required for Project Development Specialist positions. The functional responsibilities of this position may include, but are not limited to:
1. Applying administrative, consultative, and technical expertise in fulfillment of Customer SOWs.
 2. Planning, organizing, executing, and controlling project tasks in successful delivery of projects or services.

3. Interfacing with Customer on a day-to-day basis to ensure timely delivery of project or services.
 4. Applying a broad set of management skills and technical expertise as a project leader.
 5. Providing solutions through analysis.
 6. Directing subordinates in the completion of tasks orders.
Organizing, directing, and managing support services.
 7. Assigning tasks and overseeing projects or other services under the Customer SOWs
 8. Directing activities in fulfillment of Customer SOWs
 9. Training Customer personnel through formal classroom courses, workshops. or seminars
- d) Junior Project Development Specialist: A minimum of three (3) years’ experience in duties associated with hazard mitigation is required for Junior Project Development Specialist positions. The functional responsibilities of this position may include, but are not limited to:
1. Applying a broad set of subject matter and technical expertise.
 2. Directing projects or services under the Customer SOWs within estimated timeframes and budget constraints.
 3. Organizing, directing, and managing support services.
 4. Serving as a member of a team performing mid-level assignments.
 5. Providing solutions through analysis.
 6. Conducting Customer training through formal classroom courses, workshops, and seminars.
 7. Deploying to the field to work directly with potential Sub-Applicants to develop complete HMGP sub-applications.
 8. Providing guidance on project eligibility.
 9. Assisting with gathering documentation for complete project sub-application packages.
 10. Providing explanations to Sub-Applicants about what the sub-application will require and why certain information is required.
 11. Consulting with Senior Project Development Specialist and Division Mitigation leadership as appropriate.
- e) Program and Administrative Support: The functional responsibilities of this position may include, but are not limited to:
1. Coordinating and providing administrative support services to Vendor staff and Customer.
 2. Supporting the provision of services or production of project deliverables and performing administrative functions required to complete tasks.
 3. Providing graphics and editorial support services and desktop publishing services
 4. Maintaining version control of project documents.
 5. Providing direct support to consulting staff, including supporting the development of all deliverables
 6. Coordinating and report locations of contracted staff in the field.
 7. Preparing and disseminating documentation.
 8. General administrative duties in overall support of the field operations.
 9. Prepare regular reports summarizing activities of contracted staff and deliverables including number of sub applicants assisted, and number of project sub-application packages developed.

Subcontractors not previously disclosed may be added after the execution of the Contract with the prime, subject to prior approval of the Contract Manager.

Work performed under this agreement will occur throughout the State with a focus on the affected area of Tropical Storm Helene; however, the Division may request the presence of one or more staff at the Division’s headquarters in Raleigh, Mitigation Offices in Durham, the Joint Field Office in Hickory. With advanced notice from the HMGP Development Supervisor may be required to report contracted support to other sites within North Carolina as the HMGP Development Supervisor deems necessary.

The Vendor must supply computers to all staff. The Vendor will have access to office supplies and printers when working on site at the Division Headquarters. All work performed under this agreement will be directed by the Division. Proposed work is anticipated to fall between 9.am.-5p.m. during a typical work week. However, workflow and deadlines may alter this time frame.

5.3 TASKS AND DELIVERABLES

a. Task 1 – Vendor shall Provide Technical Support to Local Governments to include (but is not limited to):

- i. Letter of Interest Development regarding potential mitigation projects through data collection, data entry, priority development.
- ii. Support NCEM Hazard Mitigation Section staff in providing technical assistance to local governments for developing Letters of Interest for the various HMG programs. This shall include providing assistance in collecting data needed for the Letter of Interest, data entry and helping determine project priorities.
- iii. Application Development through data collection, data entry, benefit cost analysis. iv. Support NCEM Hazard Mitigation Section by assisting local governments as they work to develop complete hazard mitigation project applications. Vendor shall assist with data collection, data entry and by conducting benefit cost analyses. This may include, but shall not be limited to, collecting data such as project site photos, tax cards, project lat/longs and maps (FIRM, parcel, topographic, overview and overlay for NCDOT/ACE, property and project budgets). v. Support NCEM Hazard Mitigation Section staff as they provide assistance to local governments in understanding the various program requirements of the HMG programs.

b. Task 2 - Vendor shall Provide Technical Support to NCEM Hazard Mitigation Section to include (but is not limited to):

- i. Provide Letter of Interest evaluation through data collection, data entry, and data analysis.
- ii. Support NCEM Hazard Mitigation Section in developing Letter of Interest for the various HMG programs. This shall include providing assistance in collecting data needed for the letter of interest, data entry and helping determine project priorities.
- iii. Provide Application Development through data collection, data entry, and benefit cost analysis.
- iv. Support NCEM Hazard Mitigation Section by developing complete hazard mitigation project applications by assisting with data collection, data entry and by conducting benefit cost analyses. This includes but is not limited to the following:
 - 1.Ensuring project completeness to avoid Requests for Information that can delay project development, approval and completion.
 - 2.Creating map and photo products as required by FEMA, EHP, USACE, and NCDOT for required reviews
 - 3.Developing the Benefit Cost Analysis and providing the methodology.
 - 4.Develop in project scopes of work for potential mitigation projects.
 - 5.Provide Appraisals for properties applying for acquisition mitigation projects.
 - 6.Developing project scopes of work to include but not limited to studies, mapping, project design, surveying and benefit cost analysis for community flood reduction and flood diversion projects.

c. Task 3 - Vendor shall Provide Hazard Mitigation Programmatic Support to include (but is not limited to):

- i. Support NCEM Hazard Mitigation Section staff by providing assistance in managing the HMA programs. This task shall include but is not limited to the following:
 - 1.Project Management of all applicant awards and sub awards.
 - 2.Providing system support project database/software system. NCEM is currently using an internal grants management database called EM Grants. The awarded Vendor will be trained on this system and should become proficient during the contract term.
 - 3.Project Implementation as defined by the scope of work of the awarded grants through either advanced assistance and or awarded project(s). (Vendor shall only provide support to existing Hazard Mitigation Staff members).
 - 4.Developing the Benefit Cost Analysis and providing the methodology for scope of work changes.
 - 5.Updating project scopes of work for scope of work changes.
 - 6.Project Close-out.

5.4 WORK ORDER AUTHORIZATION AND COMPENSATION

During the terms of any contract awarded under this RFP, NCEM may request Vendor to perform certain projects as described above, subject to specific work authorization in the form of a Work Order. All Work Orders shall be in writing, signed by both the

Prime Contractor and NCEM (or its designee), and shall include a scope of services, a list of tasks to be performed by Prime Contractor, a time schedule, a list of deliverables if any, and such other information or special conditions as may be necessary for the work requested.

Contracts at or above \$500,000.00 will be awarded via formal bidding pursuant to N.C.G.S. § 143-129.

FORMAL SEALED PROPOSALS FOR BATCHES OF PROJECTS ABOVE \$499,999.99:

Construction contracts at or above \$500,000.00 will need to go through the formal sealed proposal process pursuant to N.C.G.S. § 143-129. These contracts will require the additional contractual requirements of N.C.G.S. § 143-128. These contracts will be assembled into batches by NCEM to allow for the most efficient delivery of construction services for NCEM and the Prime Contractors. RFPs for these sealed proposals will be substantially the same as the RFPs in the informal bidding process. The proposals will be sent to the email address of record for each Prime Contractor. The Prime Contractors must return their completed RFPs in a sealed envelope to an identified location by the date and time requested in the email sent out by NCEM. NCEM will open the RFPs in public, as required by State law.

Prime Contractor(s) and NCEM will agree upon cost benchmarks for payment before construction begins which will constitute the draw payment schedule.

5.5 ADDITIONAL REQUIREMENTS

In addition to the requirements stated elsewhere, the following requirements shall apply:

By execution of the RFP, the Prime Contractor agrees that it is compliant with, including but not limited to, the following:

- a) FEMA Hazard Mitigation Assistance Program and Policy Guide V.4 (July 2024) and any subsequent updates
- b) FEMA Procurement Disaster Assistance Team (PDAT) Field Manual
- c) Title 2 U.S. Code of Federal Regulations, Part 200
- d) Appendix II to Part 200
- e) Title 44 U.S. Code of Federal Regulations, Part 206
- f) 41 C.F.R. Part 60-1.4 Equal Opportunity Clause
- g) 29 C.F.R. §5.5(b) Contract Work Hours and Safety Standards Act
- h) Clean Air Act and Federal Water Pollution Control Act
- i) 2 C.F.R. part 180 and 2 C.F.R. Part 3000 Suspension and Debarment Compliance
- j) 31 U.S.C. §1352 and 44 C.F.R. Part 18 Byrd Anti-Lobbying Amendment (as amended)
- k) Section 6002 Solid Waste Disposal Act
- l) 31 U.S.C. Chapter 38 Program Fraud and False or Fraudulent Statements or Related Acts Emergency Relief Manual (Federal-Aid Highways) (May 2013)
- m) 29 C.F.R. 1910 and 1926 OSHA Regulations and Standards
- n) ATC-45 Field Manual: Safety Evaluation of Buildings After Windstorms and Floods
- o) FEMA and Federal Requirements for Access to Records
- p) FEMA publications and standards
- q) Prohibition on Use of Department of Homeland Security Seal, Logo, and Flags
- r) Compliance with Federal Law, Regulations and Executive Orders for FEMA Financial Assistance
- s) Other applicable Federal, State, and local laws, rules, regulations, policy, or guidance

5.6 PROJECT ORGANIZATION

In its proposal, Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

5.7 TECHNICAL APPROACH

Vendor’s proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

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 AND CUSTOMER SERVICE

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:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State’s point of contact for customer service-related issues (define roles and responsibilities).

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.3 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.4 PERIODIC WEEKLY STATUS REPORTS

The Vendor shall be required to provide weekly Management Reports to the designated Project Manager. This report shall include, **at a minimum, information concerning the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, and notification of any significant deviation from previously agreed upon work plans and schedules.** These reports shall be well organized and easy to read. The reports shall also accurately reflect the progress of the work. The Vendor shall submit these reports electronically using the format required by the Purchasing Agency. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

6.5 ACCEPTANCE OF WORK

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.6 FAITHFUL PERFORMANCE

Any Contract may include terms ensuring a Vendor's performance such as: (1) a bond, or similar assurance; (2) liquidated damages; (3) a percentage of the Contract value held as a retainage; (4) withholding final payment contingent on acceptance of the final deliverable; and (5) any other provision that assures performance of the Vendor. The parties agree that the Vendor shall be subject to the following faithful performance requirements:

- (1) *Bond*. Vendor shall be required to furnish a performance and payment bond in the full contract amount.
- (2) *Liquidated damages*. Vendor may be subject to liquidated damages under this Contract should conditions apply.
- (3) *Retainage*. Vendor may be subject to a percentage of the Contract value held as retainage should conditions apply.
- (4) *Withholding*. Vendor may be subject to withholding under this Contract should conditions apply (See Attachment F: N.C. Terms and Conditions, Section 28; Attachment K: FEMA Rules and Regulations, Section 7).

6.7 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State’s Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor’s Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.8 CONTRACT CHANGES

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

7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT NOT INCLUDED DIRECTLY ONTO THIS SOLICITATION

ATTACHMENT A: PRICING PROPOSAL

The Price Proposal shall consist of hourly contract rates fully inclusive of salary, overhead, travel outside of the home office and expenses. Vendor shall provide all office space for staff and all computers necessary to conduct work. Work shall be saved to approved removable media storage devices. No additional costs will be paid.

The Price Proposal must be submitted in the following form. **Number of hours are for evaluation purposes only** and may be adjusted up or down during the course of the Contract due to actual need. The 1,000 hours per month are the total for up to Twenty-five (25) positions. Hazard Mitigation does not guarantee minimum or maximum number of hours. Please note: no billing rate ranges will be accepted.

It is recommended that one (1) position shall be a supervisor for the Vendor’s team and the rest of the positions shall be capable of completing all work specified in paragraph 5.

Positions	Hourly Billing Rate	Hours per month	Subtotal	Task Total	
a) Principal Project Development Specialist					
List individual staff titles and rates for a total of 40 hours per month					
	\$	40	\$		
				\$	Position a) Total
b) Senior Project Development Specialist					
List individual staff titles and rates for a total of 80 hours per month					
	\$	40	\$		
	\$	40	\$		
				\$	Position b) Total
c) Project Development Specialist					
List individual staff titles and rates for a total of 400 hours per month					
	\$	40	\$		
	\$	40	\$		
	\$	40	\$		
	\$	40	\$		
	\$	40	\$		
	\$	40	\$		
	\$	40	\$		
	\$	40	\$		
	\$	40	\$		
	\$	40	\$	\$	Position c) Total

d) Junior Project Development Specialist					
List individual staff titles and rates for a total of 400 hours per month					
	\$	40	\$		
	\$	40	\$		
	\$	40	\$		
	\$	40	\$		
	\$	40	\$		
	\$	40	\$		
	\$	40	\$		
	\$	40	\$		
	\$	40	\$		
	\$	40	\$		
	\$		\$	\$	Position d) Total
e) Program and Administrative Support					
List individual staff titles and rates for a total of 80 hours per month					
	\$	40	\$		
	\$	40	\$		
	\$		\$		Position e) Total
Positions {Task a – e} for 1000 hours per month				\$	NTE TOTAL

It may be necessary to require overtime for staff. Any overtime must be preapproved by the State Contract Administer. Provide the added cost or percentage to be added to the above rates if overtime is required.

Position	Addition to above rates for overtime
a) Principal Project Development Specialist	
b) Senior Project Development Specialist	
c) Project Development Specialist	
d) Junior Project Development Specialist	
e) Program and Administrative Support	

ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

<https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment>

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/form-north-carolina-general-terms-and-conditions-11-2023/open>

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-hub-supplemental-vendor-information-9-2021/download>

ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form, which can be found at the following link:

<https://ncadmin.nc.gov/media/15503/open>

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-location-workers-09-2021/download>

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-certification-financial-condition-09-2021/download>

ATTACHMENT H: LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

The Certification for Contracts, Grants, Loans, and Cooperative Agreements and the OMB Standard Form LLL are separate documents that can be found at the following link:

<https://ncadmin.nc.gov/documents/vendor-forms>

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

ATTACHMENT I: ADDITIONAL (FEMA, FEDERAL) RULES AND REGULATIONS

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 to meet and 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 amount of 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 charge, 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 is 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. 3701-3708).

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-cpg-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 contacting 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.

ATTACHMENT J: SUBCONTRACTOR FORM

Vendor shall provide all requested information on the provided SUBCONTRACTOR FORM for any and all subcontractors to be utilized during the course of work being performed through this solicitation. All subcontractors utilized by the Vendor shall meet the provisions set forth within this solicitation. The State may directly contact any or all of the subcontractors provided in order to verify provided information, should it be deemed necessary.

GENERAL INFORMATION:

- a) All subcontractors utilized by the Vendor and their subcontractors (i.e., sub-subcontractors) shall be included on this form. Vendor shall submit within their bid package as many SUBCONTRACTOR FORMS as necessary to include all subcontractors.
- b) Vendor shall affix their company name and the bid number, found on the cover sheet of this solicitation, atop all SUBCONTRACTOR FORMS included in their bid package.
- c) Vendor shall include the subcontractor's business address. This address shall be the principal place from which the trade or business of the subcontractor is directed or managed.
- d) Vendor shall include all licenses or registrations necessary for the subcontractor to complete any tasks requested by the Vendor. The name(s) of the license holder, type of license, and license number shall be included, as applicable.
- e) Vendor shall provide a brief description of the primary functions and services to be rendered by each subcontractor.

SUBCONTRACTOR FORM FOLLOWS

SUBCONTRACTOR FORM

VENDOR		BID NUMBER	
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SUBCONTRACTOR

Company Name			
Business Address			
Contact Name		Contact Phone #	
License Holder Name		License Type	
License Number		HUB Certified?	
Description of Services			

SUBCONTRACTOR

Company Name			
Business Address			
Contact Name		Contact Phone #	
License Holder Name		License Type	
License Number		HUB Certified?	
Description of Services			

SUBCONTRACTOR

Company Name			
Business Address			
Contact Name		Contact Phone #	
License Holder Name		License Type	
License Number		HUB Certified?	
Description of Services			