



STATE OF NORTH CAROLINA

DEPARTMENT OF PUBLIC SAFETY

Invitation for Bid #: 19-IFB-154027233-PTW

RECOVERY DEBRIS HAULING

Date of Issue: June 3, 2025

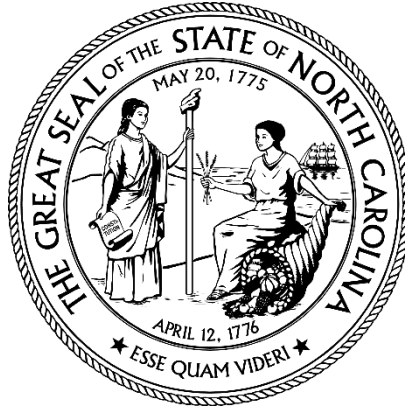
Bid Opening Date: June 24, 2025

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Tim Pendergrass

Procurement Specialist III



STATE OF NORTH CAROLINA

Invitation for Bid

19-IFB-1545027233-PTW

For internal State agency processing, including tabulation of bids, 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 bid.
Failure to do so may subject your bid 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>

STATE OF NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY	
Refer <u>ALL</u> Inquiries regarding this IFB to the procurement lead through the Message Board in the Sourcing Tool. See section 2.6 for details: Tim Pendergrass	Invitation for Bid #: 19-IFB-1545027233-PTW
	Bids will be publicly opened: June 24, 2025, at 2:00pm, ET Meeting ID: 257 946 746 049 9 Passcode: vG9gE3Fw
Using Agency: NCDPS: NC Emergency Management	Commodity No. and Description: 771116 Environmental Rehab
Requisition No.: RQ194607	

EXECUTION

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

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

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

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

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

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

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

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

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

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

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):		

Bid Number: 19-IFB-1545027233-PTW

Vendor: _____

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

ACCEPTANCE OF BIDS

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

<p><u>FOR STATE USE ONLY:</u> Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on</p> <p>The attached certification, by _____.</p> <p style="text-align: center;">(Authorized Representative of the North Carolina Department of Public Safety)</p>
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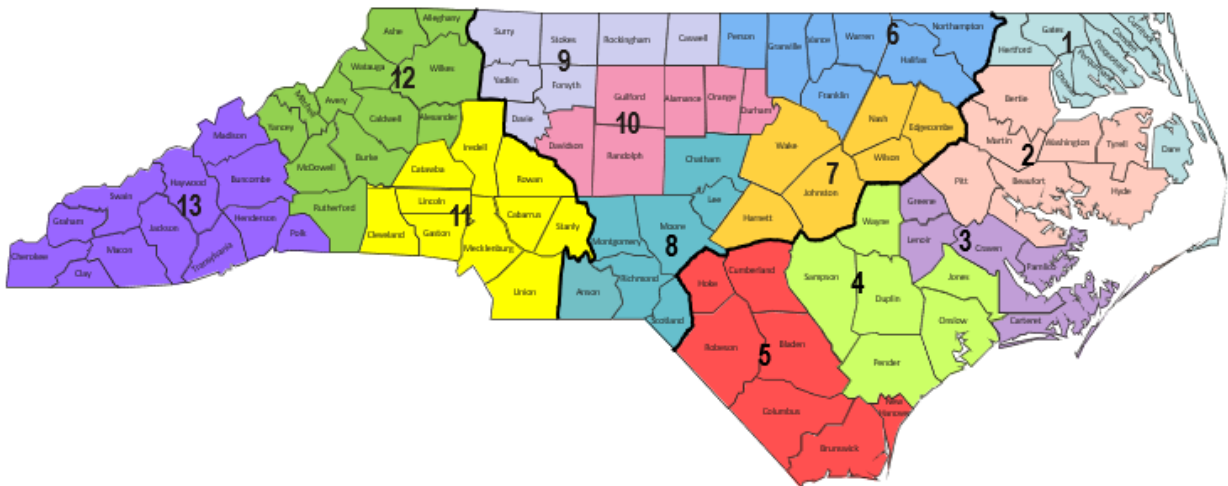
1.0 PURPOSE AND BACKGROUND

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

Background:

This Invitation for Bid, hereafter, IFB, is designed to solicit Bids from qualified Vendors for thirteen (13) regions to be awarded based on geographic regions as described below. Each region has its own unique geographic challenges, and all Vendors are encouraged to research, prior to bid submission, the areas described below and evaluate their ability to respond to the unique needs of each region. Vendors are also encouraged to review the debris quantity forecasts in ATTACHMENT J. Once awarded the contract will be used by State, County, and City governments during natural disaster recoveries. For example hurricanes.

- Region 1** – Camden, Chowan, Currituck, Dare, Gates, Hertford, Pasquotank, and Perquimans Counties
- Region 2** – Beaufort, Bertie, Hyde, Martin, Pitt, Tyrell, and Washington Counties
- Region 3** – Carteret, Craven, Greene, Lenoir, Pamlico, and Wayne Counties
- Region 4** – Cumberland, Duplin, Jones, Onslow, Pender, and Sampson Counties
- Region 5** – Bladen, Brunswick, Columbus, Hoke, New Hanover, and Robeson Counties
- Region 6** – Franklin, Granville, Halifax, Northampton, Person, Vance, and Warren Counties
- Region 7** – Edgecombe, Harnett, Johnston, Nash, Wake and Wilson Counties
- Region 8** – Anson, Chatham, Lee, Montgomery, Moore, Richmond, and Scotland Counties
- Region 9** – Caswell, Davie, Forsyth, Rockingham, Stokes, Surry, and Yadkin Counties
- Region 10** – Alamance, Davidson, Durham, Guilford, Orange, and Randolph Counties
- Region 11** – Cabarrus, Catawba, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union Counties
- Region 12** – Alexander, Alleghany, Ashe, Avery, Burke, Caldwell, McDowell, Mitchell, Watauga, Rutherford, Wilkes, and Yancey Counties
- Region 13** – Buncombe, Cherokee, Clay, Graham, Haywood, Henderson, Jackson, Macon, Madison, Polk, Swain, and Transylvania Counties



Entities activating a debris removal services contract are referred to in this IFB as “Activating Entities.” Entities that are eligible to activate a debris removal services contract awarded pursuant to this IFB include eligible entities as outlined in 44 CFR 206.221(e) and also include the following: counties, incorporated municipalities, public school systems, community colleges, North Carolina Emergency Management and other state agencies, constituent institutions of the University of North Carolina, and state agencies

with the legal responsibility for management of state-owned property, including but not limited to local roads, rights of ways, federal aid highways, state roads, government maintained public property, and/or drainage easements, within a geographic region.

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

(a) State and local governments.

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

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

The intent of this solicitation is to award an Agency Specific Contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of final Contract execution (the "Effective Date").

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

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

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

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

2.2 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may 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/>.

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocurement.nc.gov/training/vendor-training>.

2.3 NOTICE TO VENDORS REGARDING IFB 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 IFB and comply with all requirements and

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Vendor: _____

specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions or issues regarding any component of this IFB, those must be submitted as questions in accordance with the instructions in the BID 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 IFB 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 bid or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor’s bid that purports to vary any terms and conditions or Vendors’ instructions herein or to render the bid non-binding or subject to further negotiation. Vendor’s bid shall constitute a firm offer 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 IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon during negotiations 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 bid as nonresponsive.

2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	June 3, 2025
Submit Written Questions	Vendor	June 12, 2025, by 2:00pm, ET
Provide Response to Questions	State	June 17, 2025
Submit Bids	Vendor	June 24, 2025, by 2:00pm, ET Microsoft Teams Need help? Join the meeting now Meeting ID: 257 946 746 049 9 Passcode: vG9gE3Fw Dial in by phone +1 984-204-1487,,347935877# United States, Raleigh Find a local number Phone conference ID: 347 935 877# Join on a video conferencing device Tenant key: ncgov@m.webex.com Video ID: 113 503 847 3 More info
Contract Award	State	To be determined

2.5 BID QUESTIONS

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

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Vendor: _____

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "IFB #: 19-IFB-1545027233-PTW – Questions" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

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 Sourcing Tool in the form of an addendum and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the IFB and an addendum to this IFB.

2.6 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, 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 bid has been received as described in this IFB by the specified time and date of opening. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bids(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's bids for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.

5. Only Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.

If confidential and proprietary information is included in the bid, also submit one (1) signed, REDACTED copy of the bid. 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 bid with its bid submission, the Department may release an unredacted version if a record request is received.

2.7 BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this IFB that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion.

Vendors shall upload the following items and attachments in the Sourcing Tool:

- a) Cover Letter, which must contain all of the following: (i) a statement that confirms that the Vendor has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB; (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- d) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- e) Vendor's Response.
 - Section 4.10 Support Questionnaire and Emergency Contact
 - Section 6.1 Contract Manager Point of Contact
- f) Completed version of ATTACHMENT A: PRICING FORM, A1-Fee and A2 Fee Equipment and Labor
- g) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- k) Completed and signed version of ATTACHMENT H: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

2.8 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bid must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Each bid must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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

- a) **ACTIVATING ENTITY:** Eligible Applicants for FEMA PA Assistance to activate the IFB, enter the contract for debris removal services with the Vendor, and issue the Notice to Proceed.
- b) **CPDR:** Commercial Property Debris Removal (if approved by FEMA).
- c) **DEBRIS MONITORING SERVICES CONTRACTOR:** The Vendor activated by the Activating Entity as the Activating Entity's contractor for Debris Monitoring services.

- d) **DPS:** Department of Public Safety
 - ELIGIBLE DEBRIS:** All hazard event-related debris located on local roads, rights of ways, federal aid highways, state roads, government maintained public property, and/or drainage easements complying with State, FEMA and FHWA eligibility criteria.
- e) **FEMA:** Federal Emergency Management Agency
- f) **FHWA:** Federal Highway Administration
- g) **JFHQ:** North Carolina Division of Emergency Management, Joint Force Headquarters
- h) **NC DEQ:** North Carolina Department of Environmental Quality
- i) **NCEM:** North Carolina Emergency Management
- j) **PDAT:** FEMA Procurement Disaster Assistance Team
- k) **PRINCIPLE PLACE OF BUSINESS:** That principal place from which the overall trade or business of the Vendor is directed or managed.
- l) **OPENING DATE:** Responses will only be accepted up until the specified time and date listed in the IFB and then publicly opened. NO responses will be accepted after that time and date.
- m) **PPDR:** Private Property Debris Removal. PPDR may include commercial property or private residential property debris removal if approved by FEMA.
- n) **PREPOSITIONED:** A contract established prior to a hazard event that can be enacted as needed.
- o) **USACE:** U.S. Army Corp of Engineers'
- p) **UN-REDACTED:** Copy of the Vendors bid response unedited including all confidential and/or proprietary information.

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

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB 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 Paragraph 29. of the Instructions to Vendors entitled COMMUNICATOINS BY VENDORS

Each Vendor submitting a bid to this IFB, 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 bid 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 IFB or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct an evaluation of responsive Bids, as follows:

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB 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 IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids 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. 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 bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to the *electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

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

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

3.4 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 IFB, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the 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

3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB 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 bids should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the IFB. Except as specifically stated in the IFB, 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 bid in its entirety.

4.0 REQUIREMENTS

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

4.1 PRICING

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

The Vendor must submit any and all invoices directly to the Activating Entity in accordance with Section 5.

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 VENDOR EXPERIENCE

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

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

4.5 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 IFB 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.

4.6 REFERENCES

Vendor shall upload to the Sourcing Tool 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 Bid.

4.7 BACKGROUND CHECKS

Any personnel or agent of Vendor performing Services under any Contract arising from this IFB may be required to undergo a background check at the expense of the Vendor, if 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 subcontractor(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 bid 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 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 bid 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 SUPPORT QUESTIONNAIRE

North Carolina Emergency Management is charged with responding to any emergency, man-made or natural, 24 hours a day seven days a week. This requires that the awarded Vendor(s) have personnel (as listed in Section 6.1), and the capability respond to order requests after hours, weekends and during holidays. All fields are MANDATORY and must be completed.

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

4.11 BONDING AND INSURANCE REQUIREMENTS

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

General and Professional Liability Insurance

The Vendor shall maintain such general and professional liability insurance as will protect the Vendor and any Activating Entity from any claims for worker’s compensation and from claims for damage and/or personal injury, including death, which may arise from operations under the regional contract executed. Such insurance shall also cover any financial loss to the Activating Entity resulting from the denial of State, NCEM, FEMA, and FHWA reimbursement due to the errors and/or negligence of the Vendor. Such insurance shall be written by companies authorized to do business in North Carolina.

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

General Liability:

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

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

\$1,000,000 – Personal injury aggregate

Automobile Liability:

\$1,000,000 – Bodily injury and property damage combined coverage. Any automobile including hired and non-owned vehicles. *Automobile Liability Insurance, to include liability coverage, covering all owned, hired, and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit*

shall be \$1,000,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

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

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

Umbrella Coverage:

\$1,000,000 – Each occurrence

\$1,000,000 – Aggregate

4.12 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 ATTACHMENT H: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

5.0 SCOPE OF WORK

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

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

The extent and severity of the hazards to affect North Carolina have shown the need to have pre-positioned debris removal services contracts available for local governments and State Agencies to activate as necessary. Therefore, NCEM has developed this IFB for the Activating Entity to activate and award contracts for these services in the thirteen (13) separate geographical regions around the state as identified previously in Section 1.0 of this IFB. The primary purposes of this IFB for regional debris removal and disposal services are to contract for:

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

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

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

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

5.1 SERVICES ACTIVATION PROCEDURES

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

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

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

The Vendor must be able to provide the minimum services included in these bid specifications upon activation and must be prepared to place project personnel, including a Project Manager, in the region requested by the Activating Entity within 24 hours of receipt of the written Notice to Proceed. **Each Vendor shall include with his or her Bid Submittal Form complete and adequate contact information for transmitting the Notice to Proceed to the Vendor.** Project communication contacts for the Activating Entity shall be detailed in the Notice to Proceed delivered by the Activating Entity. The Vendor shall be responsible for coordinating with these designated representatives to ensure compliance with the 24-hour mobilization requirement is met.

Upon receipt of the Notice to Proceed but prior to commencing any debris removal or disposal activities, the Vendor shall provide the Activating Entity with a work plan for all activities to be conducted during the project. The initial work plan shall

detail a 7- and 14-day projection of activities. The plan shall be updated every week throughout the project period. The Activating Entity may prioritize areas where the Vendor shall perform specified activities.

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

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

5.2 TRAINING REQUIREMENT

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

5.3 LOCATION OF DEBRIS REMOVAL SITES

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

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

5.4 DEBRIS LOCATION SITE PREPARATION AND MANAGEMENT

The Vendor shall be responsible for all vehicular and pedestrian traffic control at all debris removal location sites, which shall be accomplished in conformance with the latest edition of the Manual on Uniform Traffic Control Devices. The Vendor shall provide all flag persons, signs, traffic control and other equipment to necessary personnel working at the site. At least one flag person shall be posted at each approach to the work area.

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

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

5.5 SCOPE OF SERVICES

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

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

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

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

Such consideration means:

- (1) These business types are included on solicitation lists;
- (2) These business types are solicited whenever they are deemed eligible as potential sources;
- (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
- (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;

(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring a contractor under a Federal award to apply this section to subcontracts.

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

5.6 Project Management and Work Forces

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

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

5.7 Project Manager

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

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

- (1) contact designated personnel from the Activating Entity immediately upon receipt of the Notice to Proceed to discuss the scope of services expected.
- (2) remain within the activating region during all work hours throughout the length of the project.
- (3) schedule and coordinate weekly debris removal activities with designated Activating Entity personnel and debris monitoring personnel and provide planning for future operations pertinent to the specific event requiring the debris removal activities.
- (4) attend and participate in meetings and press conferences with designated Activating Entity personnel as determined necessary by the Activating Entity.
- (5) oversee and supervise all debris removal and disposal activities throughout the project.

- (6) regularly communicate with designated Activating Entity and monitoring services Vendor personnel to keep the Activating Entity informed of all aspects of the debris removal and disposal activities.
- (7) provide input to the Activating Entity to improve efficiency of collection and removal of debris.
- (8) identify, address, and troubleshoot potential problems and questions that could impact all elements of the debris removal and disposal process, including but not limited to work area safety and the eligibility of reimbursement for removal of certain types of debris.

5.8 Safety Officer

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

5.9 Environmental Permits, Fees, and Protections

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

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

5.10 Eligible Debris Removal

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

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

The Vendor shall only be authorized to clear, separate, and remove eligible debris as directed by the Activating Entity and shall only be paid by the Activating Entity for removal of eligible debris. The Vendor shall document ineligible debris left at a debris removal location and shall notify the designated Activating Entity jurisdiction representative immediately of any ineligible debris placed at the right of way for collection. "Eligible debris" is all hazard event-related debris located on local roads, rights of ways, federal aid highways, state roads, government maintained public property, and/or drainage easements provided:

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

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

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

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

5.11 Debris Removal Procedures

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

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

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

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

5.12 Trees, Limbs, and Stumps

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

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

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

separately from other debris and individually measured by the Activating Entity for conversion to cubic yards using the attached Stump Conversion Table.

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

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

5.13 Construction, Demolition, and Scattered Displaced Debris

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

5.14 Household Hazardous Waste (HHW)

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

5.15 Vegetative Debris

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

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

5.16 White Goods

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

5.17 Electronic Waste

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

5.18 Waterway Debris Removal

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

5.19 Sand, Silt, Dirt and Boulder Removal

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

5.20 Vehicle Removal

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

5.21 Vessel Removal

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

5.22 Biowaste

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

5.23 Debris Disposal Sites and Procedures

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

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

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

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

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

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

Other management responsibilities will include at a minimum:

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

5.24 Responsibility for Damage and Violations

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

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

5.25 Equipment

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

- (1) All loading equipment shall be able to operate from the road using buckets and/or booms and grapple devices to remove and load the debris,
- (2) All trucks and other equipment shall be equipped with back up alarms,
- (3) Any truck or trailer used to haul debris must be mechanically loaded and be capable of rapidly dumping its load without the assistance of other equipment,
- (4) "Hand loading" of trucks and trailers is prohibited,

- (5) Sideboards or other extensions to the bed of trucks shall meet all applicable rules and regulations, shall cover the front and both sides, and shall be constructed in a manner to withstand severe operating conditions,
- (6) Sideboards shall be constructed of 2" by 6" boards or greater and not extend more than two feet above the metal bedsides,
- (7) All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls,
- (8) All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled completely,
- (9) Plastic webbing is not acceptable for a tailgate,
- (10) All hauling equipment shall be measured and marked for its load capacity,
- (11) Loading equipment shall be rubber-tired and sized properly to fit loading conditions.

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

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

* Magnetic signs are not permitted.

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

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

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

5.26 Reporting Requirements

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

Debris Removal Report

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

Activities:

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

Debris Types:

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

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

5.27 Debris Removal Site Documentation

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

5.28 Load Tickets

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

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

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

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

- (1) One part to the designated Activating Entity personnel or debris removal monitor at the loading site,

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

5.29 Weekly Reporting

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

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

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

5.30 Payment and Performance Bond

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

Additionally, intended awarded Vendors shall be required to post a **bid bond in the amount of \$1,000,000 prior to execution of the contract** between the NCEM and the successful Vendor. As noted, this bond is separate and distinct from the payment and performance bonds above that will be required upon the execution of the contract. The intended awarded Vendor shall only be required to provide one bid bond to NCEM regardless of the number of geographic regions awarded. Additionally, if the contract is renewed at any point, no additional bid bonds will be required at the contract renewals. This bond shall be made payable to the NCEM on behalf of the entities in the region and shall be called in on behalf of an Activating Entity if a Vendor fails to acknowledge and execute, in the prescribed time, a proper Notice to Proceed, or fails to satisfy any other obligations under the contract. This requirement is in addition to the requirement to post the payment and performance bond required herein. **Each Vendor must provide proof of his or her ability to secure this bid bond at the time of execution of the contract if he or she is determined to be the lowest responsible Vendor meeting bid specifications.**

5.31 PRICING AND PAYMENT PROCEDURES

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

- (1) The removal, pickup and disposal of stumps will be paid on the cubic yard basis, regardless of size or whether the stumps require extraction by the Vendor
- (2) Payment for the construction of the hazardous household waste containment area and for the removal and disposal of such waste shall be included in the unit price for hazardous household waste removal and disposal
- (3) The bid price for waterway debris removal shall include the additional labor and equipment costs required to retrieve the debris from the waterway*

- (4) Payment for portable restroom facilities and payment for containment towers shall be included in the line items for Vegetative Debris Removal and Construction & Demolition Debris Removal
- (5) Payment for the preparation and operation of all vegetative debris management sites shall be included in the unit price for removal and disposal of eligible vegetative debris
- (6) Debris stockpiled at a debris reduction site prior to a “No Burn” order shall be paid at the unit price for open burning
- (7) Removal and recycling of freon from appliances and disposal of white goods shall be paid at the unit price for Freon Recovery and Recycling

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

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

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

- Notice to Proceed;
- Vendor reports to Activating Entity within 24 hours of notice;
- Vendor submits bill to Activating Entity for first 90-day period within one week of the end of the first 90-day period with same procedure for subsequent 30-day periods during the project;
- At the end of the 90-day period, the Activating Entity remits payment for the first 60-day period if satisfactory work has been performed;
- Process continues every 30 days until work is completed, and all payments have been made. By submitting a bid, Vendor acknowledges and accepts these terms.

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

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

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

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

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

6.0 CONTRACT ADMINISTRATION

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

Contract Administrator (Administrative and Operational Issues) for the Department Recipient as defined in 2 CFR 200.86 and 44 CFR 206.202:

Purchasing Director, Tymica Dunn, NC Department of Public Safety, Division of Emergency Management, 3040 Hammond Business Place, Raleigh, NC 27603, (919) 324-6228

Contract Manager (Contractual Terms and Performance Management) for the Department Recipient as defined in 2 CFR 200.86 and 44 CFR 206.202:

NC Department of Public Safety, Emergency Management-JFHQ, 1636 Gold Star Drive, Raleigh, NC, 27607, (919) 825-2275
 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:	

24 Hour Emergency Points of Contact		
Provide at least two (2) 24/7 emergency contacts by which orders can be placed	Name	
	Main Phone Number	
	Office Phone Number	
	Mobile Phone Number	
	Email Address	
	Name	
	Main Phone Number	

Bid Number: 19-IFB-1545027233-PTW

Vendor: _____

	Office Phone Number	
	Mobile Phone Number	
	Email Address	

CONTACT INFORMATION FOR TRANSMITTING THE NOTICE TO PROCEED:CONTACT NAME	TELEPHONE NUMBER	E-MAIL

PROJECT MANAGER (As defined in Section 5.7) TO BE PLACED IN THE ACTIVATING REGION WITHIN 24 HOURS OF RECEIPT OF THE WRITTEN NOTICE TO PROCEED:

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

REGION	CONTACT NAME	TELEPHONE NUMBER	E-MAIL
10			
11			
12			
13			

6.2 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.

6.3 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.

6.4 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 done through the contract administrator.

6.5 ATTACHMENTS

All attachments to this IFB are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

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ATTACHMENT A.1: FEE SCHEDULE

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

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

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

Username: debmonitoring

Password: Nc3mD3br1s!

ITEM	DESCRIPTION OF WORK	COST	UNIT
1	Vegetative and/or C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites (DMS/TDSRS) or other disposal sites (NOTE 1 & 7)		/CY
2	Vegetative and/or C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to DMS/TDSRS or other disposal sites (NOTE 1 & 7)		/CY
3	Vegetative and/or C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 2, 3 & 7)		/CY
4	Vegetative and/or C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 2, 3 & 7)		/TON
5	Vegetative and/or C&D Debris Removal from Debris Management Sites (DMS/TDSRS) and Hauling to Final Disposal Site (NOTES 2, 3 & 7)		/CY
6	Vegetative and/or C&D Debris Removal from Debris Management Sites (DMS/TDSRS) and Hauling to Final Disposal Site (NOTES 2, 3 & 7)		/TON
7	Management of DMS/TDSRS (NOTE 4)		/CY
8	Processing (Grinding/Chipping) of Vegetative Debris at DMS/TDSRS or Final Disposal		/CY
9	Grinding, reduction, compaction, or consolidation of C&D debris at DMS/TDSRS		/CY
10	Processing (Open Burning) of Vegetative Debris at DMS/TDSRS or Final Disposal		/CY
11	Processing Burning of Vegetative debris using air curtain incinerators at DMS/TDSRS or final disposal		/CY
12	Pick Up and Haul of White Goods to an Approved Disposal Site Activating Entities area		/LB
13	Pick Up and Disposal of Hazardous Material		/LB
14	Freon Management and Recycling		/UNIT
15	Biowaste transportation and disposal		/LB

Extraction of hazardous stumps resulting from trees growing on the right of way & Hauling to Final Disposal Site (NOTE 5)			
16	24-inch diameter to 47.99-inch diameter measured 24" above ground		/STUMP
17	48-inch diameter and greater		/STUMP
Removal of Boulders			
18	Removal of hazardous boulders from 18" – 35.99" in diameter		EACH
19	Removal of hazardous boulders more than 36" in diameter		EACH
Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 1 – 9			
20	Removal of hazardous hanging limbs 2 inches or more at point of break		/TREE
21	Removal of hazardous standing trees 6" – 12.99" in diameter (NOTE 8)		EACH
22	Removal of hazardous standing trees 13" – 24.99" in diameter (NOTE 8)		EACH
23	Removal of hazardous standing trees 25" – 36.99" in diameter (NOTE 8)		EACH
24	Removal of hazardous standing trees 37" – 48.99" in diameter (NOTE 8)		EACH
25	Removal of hazardous standing trees more than 49" in diameter (NOTE 8)		EACH
Marine Debris Removal			
26	Canal, waterway, and ditch clearing		/LF
27	Bays and other open waters		/ACRE
28	Marine vessel and other land vehicle removal		/LF
The following items shall be billed on a time and material basis.			
29	Emergency Road Clearance		See Attachment II

NOTES:

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

Bid Number: 19-IFB-1545027233-PTW

Vendor: _____

Attachment L) and hold harmless document executed by the private property owner and upon the written approval of the Activating Entity.

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

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

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

NOTES:

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

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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:

Microsoft Word - Form_North-Carolina-General-Terms-and-Conditions_5-2025.

The remainder of this page is intentionally left blank.

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Solicitation #: _____

Vendor Name: _____

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

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, the disabled, disabled business enterprises, and non-profit work centers for the blind and severely disabled. This includes utilizing individual(s) from these categories as subcontractors to perform the functions required in this Solicitation.

The Vendor shall respond to questions below, as applicable.

PART I: HUB CERTIFICATION

Is Vendor a NC-certified HUB entity? Yes No

If yes, provide Vendor #: _____

If no, does Vendor qualify for certification as HUB? Yes No

Vendors that check "yes" will be referred to the HUB Office for assistance in acquiring certification.

PART II: PROCUREMENT OF GOODS - SUPPLIERS

For Goods procurements, are you using Tier 2 suppliers? Yes No

If yes, then provide the following information:

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB certified?	Percent of total bid price

PART III: PROCUREMENT OF SERVICES - SUBCONTRACTORS

For *Services* procurements, are you using Subcontractors to perform any of the services being procured under this solicitation? Yes No

If yes, then provide the following information:

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB certified?	Percent of total bid price

Need more information?

Questions concerning the completion of this form should be presented during the Q&A period through the process defined in the Solicitation document.

Questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at 984-236-0130 or huboffice.doa@doa.nc.gov

ATTACHMENT E: CUSTOMER REFERENCE FORM

Solicitation #: _____

Vendor Name: _____

Instructions: Vendor shall use this template to submit three (3) customer references with its offer.

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

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

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

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Solicitation #: _____

Vendor Name: _____

In accordance with NC General Statute G.S. 143-59.4, Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of The Contract.

Vendor shall complete items 1 and 2 below.

1. **Will any work under this Contract be performed outside of the United States?** YES NO

If "YES":

- a) List the location(s) outside of the United States where work under the Contract will be performed by the Vendor, any subcontractors, employees, or any other persons performing work under the Contract.

- b) Specify the manner in which the resources or workers will be utilized:

2. **Where within the United States will work be performed?**

NOTES:

- 1. The State will evaluate the additional risks, costs, and other factors associated with the utilization of workers outside of the United States prior to making an award.

- 2. Vendor shall provide notice in writing to the State of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under the Contract to a location outside of the United States.

- 3. All Vendor or subcontractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall disclose** to inbound callers the location from which the call or contact center services are being provided.

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Solicitation #: _____

Name of Vendor: _____

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

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

Date of latest audit: _____ (If no audit within past 18 months, explain reason below)

The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

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

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

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

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

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

— If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below. Failure to include an explanation may result in Vendor being deemed non-responsive and its submission rejected in its entirety.



Signature Date

Printed Name Title

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

ATTACHMENT H: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, & COOPERATIVE AGREEMENTS

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

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

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

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

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

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

Signature of Vendor's Authorized Official

Name and Title of Vendor's Authorized Official

Date