

# **STATE OF NORTH CAROLINA**

## **DEPARTMENT OF PUBLIC SAFETY**

### **North Carolina Emergency Management – Hazard Mitigation Program Support Floodplain Mapping Program**

**Request for Qualifications: 19-RFQ-1674743693-PTW**

### **REQUEST TO QUALIFY CONTRACTORS FOR NORTH CAROLINA FLOOD MAPPING**

**Date of Issue: August 8, 2025**

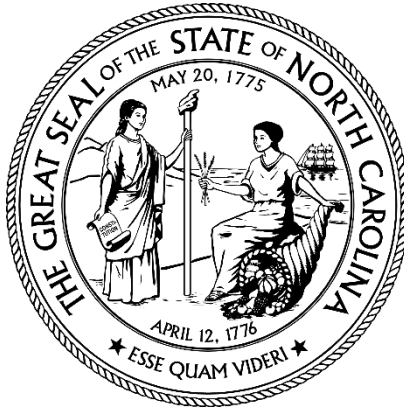
**Proposal Opening Date: August 25, 2025**

**At 2:00 PM ET**

**Direct all inquiries concerning this RFQ to:**

**Tim Pendergrass**

**Procurement Specialist III**



## STATE OF NORTH CAROLINA

### Request for Proposal #

**19-RFQ-1674743693-PTW**

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

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

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Vendor Name

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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>

<b>STATE OF NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY</b>	
<b>Refer <u>ALL</u> Inquiries regarding this RFQ to the procurement lead through the Message Board in the Sourcing Tool. See section 2.6 for details:</b>	<b>Request for Qualification #: 19-RFQ-1674743693-PTW</b>
	<b>Proposals will be publicly opened: August 25, 2025, at 2:00pm, ET</b> Meeting ID: 265 154 857 340 7 Passcode: r3Sc2xU2
<b>Using Agency: NCDPS: NC Emergency Management</b>	<b>Commodity No. and Description: 811034 Engineering Procurement and Project Management Services</b>
<b>Requisition No.: RQ210126</b>	

**EXECUTION**

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

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

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

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

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

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFQ, 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 RFQ, 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 proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.**

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:

Proposal Number: 19-RFQ-1674743693-PTW

Vendor: \_\_\_\_\_

PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

**VALIDITY PERIOD**

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

**ACCEPTANCE OF PROPOSAL**

If your proposal is accepted, all provisions of this RFQ, 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><b>FOR STATE USE ONLY:</b> Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on</p> <p>The attached certification, by _____.</p> <p style="text-align: center;"><b>(Authorized Representative of NC Department of Public Safety)</b></p>
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**1.0 PURPOSE AND BACKGROUND**

The State of North Carolina Floodplain Mapping Program (NCEM-NCFMP), administratively located at The Department of Public Safety, Emergency Management, Hazard Mitigation Program Support Section (NCEM-HMPS), intends to award up to five (5) Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s) to qualified private sector engineering or surveying firm(s) in support of the State’s ongoing program to acquire, generate, maintain, update and disseminate data, analyses, and maps associated with the identification, vulnerability exposure, risk assessment, and mitigation of all water and non-water hazards in North Carolina.

The data acquisition, analyses, mapping, and mitigation planning will focus on, but not be limited to: riverine flooding, pluvial flooding, coastal flooding, coastal erosion, storm surge, dam inundation and emergency action plans (EAPs), levee inundation, debris flow, sea level rise, snowmelt flooding, NC Flood Inundation Mapping and Alert Network (FIMAN) flood inundation libraries, and development and review of no-rise studies and certifications. NCEM-HMPS-NCFMP also intends to acquire data necessary to generate risk and mitigation analyses, reports and maps associated with all non-water hazards that either impact or are impacted by the water hazards listed above. The award of up to five (5) IDIQ contracts.

Joint Ventures will not be permitted under this contract. Each RFQ submitted must designate a firm that will be solely under contract with, and report directly to, NCEM-NCFMP. This Contractor will be considered the prime firm and, as such, will be responsible for subcontracting with and managing its project team member firms. The project team member firms will be subject to NCEM-NCFMP approval.

**1.1 PROGRAM STATUS**

The NCEM-NCFMP is now in its second and third statewide updates / maintenance phase for flood hazard mapping and associated flood risk products. The NCEM-NCFMP is in the fourteenth year of map maintenance, with approximately 58 counties in progress and supported with Federal and State funding from Fiscal Years 2008-2024. The NCEM-NCFMP has successfully transitioned from: (1) a cartographic, mapping environment to a database-centric, digital display environment for all data, models, assessments and mapping; and, (2) a one-and two-dimensional hazard identification paradigm to a hazard risk management paradigm. As NCEM-NCFMP progresses through the second and third passes of hazard mapping updates and maintenance, the intent is to digitally acquire, analyze, visualize and communicate the true hazard and risk to the property owners, businesses and communities.

For new and updated riverine detail studies, the NCEM-NCFMP is producing up to seven profiles (10%, 4%, 2% 1%, 0.2% annual chance, future conditions (representing build-out conditions) and the 1-percent plus profile (representing the upper confidence limit of hydrologic uncertainty). These profiles may change based on FEMA or NCFMP guidance. For new and updated coastal flood studies, NCEM-NCFMP has, and will in the future, use ADCIRC, SWAN and WHAFIS in concert with LiDAR terrain data to produce profiles for the 10%, 4%, 2% 1%, 0.2% annual chance events and plus 1-ft ,2-ft, and 3-ft coastal enhanced risk products. It is anticipated that NCEM-NCFMP will be producing new and/or updated dam inundation, debris flow, coastal erosion, and storm surge models. Three-dimensional (3-D) water surface grids have been generated in each county for each appropriate hazard. These water surface grids will be updated as the hazard modeling is updated. Modeling for other hazards that are impacted by, coupled with, or have a direct impact on water

hazards will also be conducted. These models will be developed in concert with the map maintenance schedule.

The NCEM-NCFMP is also performing 2-D rain-on-grid modeling for hydrologic and hydraulic modeling of unstudied streams and may perform similar analyses as part of ongoing map maintenance efforts. The NCEM-NCFMP is also performing regulatory 2-D flood study models on several streams and will be considering transitioning regulatory 1-D flood studies to 2-D where feasible and appropriate as approved by local communities during Discovery.

The NCEM-NCFMP has established a state-wide real-time flood inundation mapping and alert network ([fiman.nc.gov](http://fiman.nc.gov)). This network is comprised of stream, coastal, rain and weather gauges that report current conditions utilizing VHF radios, cell modems and/or satellite technologies. Based on reported gauge stage heights and detail hydrologic and hydraulic modeling, inundation maps are developed and displayed on-line. Flood inundation maps are also derived at coastal gauges based on recently updated (Light Detection and Ranging (LiDAR) terrain data. Emergency managers as well as the public can establish flood alerts at stream gauges of their choosing. NCEM-NCFMP anticipates expanding the gauge network throughout North Carolina over the next five years.

The NCEM-NCFMP has completed acquisition and processing of first-generation high-resolution elevation (circa 2001-2005), and has completed the acquisition and processing of the second generation of high-resolution elevation including a portion of the state with Geiger, Linear and Photon Counting LiDAR derived elevation (2014-2019), topographic data for the entire state. The NCFMP in partnership with the NC Collaboratory has collected second generation LiDAR in the western North Carolina counties and is currently post-processing this data for delivery late fall/early winter 2025. NCFMP has also collected select critical infrastructure and building footprints statewide and is working through the update of associated building polygons. Statewide first floor elevations (FFE) have been acquired and conflated to the building footprints for all structures determined to be within the 500-year special flood hazard area in coastal areas and for buildings in the 100-year flood hazard for riverine flood zone areas. This work was completed in 2012 and may need to be updated as new footprints are created. Maintenance of the Building Footprint layer as well as information feeding all the applications is currently underway. It is anticipated that on-going maintenance updates will occur with map maintenance and the new LiDAR collection for the counties.

The NCEM-NCFMP has implemented consequence and risk assessment methodologies and models, including direct physical damages and direct and indirect economic impacts. These methodologies and models will continue to be developed and will be used to calculate by structure and county: (1) total damage by frequency and or specific storm event, (2) average annualized losses, (3) value of loss of infrastructure, including critical and non-critical services, and (4) populations at risk and social losses, such as displacement and shelter requirements, among others. It is anticipated that such analyses and risk calculations will be prepared in concert with the map maintenance schedule.

The NCEM-NCFMP currently updates and maintains the following web applications: [flood.nc.gov/ncflood/](http://flood.nc.gov/ncflood/); [flood.nc.gov/nccnms/](http://flood.nc.gov/nccnms/); [fris.nc.gov](http://fris.nc.gov/); [fiman.nc.gov](http://fiman.nc.gov/); [cap.nc.gov](http://cap.nc.gov/); [sdd.nc.gov](http://sdd.nc.gov/); [rmp.nc.gov](http://rmp.nc.gov/); [sera.nc.gov/SERA/](http://sera.nc.gov/SERA/); and [flood.nc.gov/advisoryflood/](http://flood.nc.gov/advisoryflood/). The NCEM-NCFMP also maintains and updates numerous statewide databases and raster datasets in support of the web applications and the digital program vision. It is expected that

supporting engineering database design and digital data will continue to be updated and maintained as part of ongoing efforts to support visualization of all hazards risk and mitigation information.

The NCEM-NCFMP in support of the National Flood Insurance Program (NFIP) has also been providing on demand community floodplain development permit support by providing no-rise review and concurrence documents. The NCEM-NCFMP has been providing no-rise review support for over 25 years and intends to continue to support local communities with these efforts in the future. Additionally, the NCEM-NCFMP may enlist contractors to provide no-rise review and support and to develop and perform no-rise certifications and analyses on an as needed basis.

NCEM-NCFMP has been partnering with the NC 911 Board, and the North Carolina Department of Transportation (NCDOT) to capture new high resolution (6-inch pixels) for a quarter of the state every year. Currently, NC has aeriels that are from 2020, 2021, 2022, 2023. With this program all orthoimages for NC are less than 5 years old. The 2020 coastal phase was re-flown in 2024 and the imagery is currently available. The Eastern Piedmont area was flown in early 2025 and the Eastern Piedmont imagery will be available in late 2025. This data is shared with local governments and used as the backdrop for flood studies and risk assessments. It is expected that new aerial imagery may need to be obtained and collected in support of ongoing flood study efforts in support of the NCFMP flood risk projects and disaster recovery.

**1.2 CONTRACT TERM**

The Contract shall have a term of three (3) years, beginning on the date of final Contract execution (the “Effective Date”). The Vendor shall begin work under the Contract within forty-eight (48) hours of notification.

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

**2.0 GENERAL INFORMATION**

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**2.1 REQUEST FOR PROPOSAL DOCUMENT**

The Request for Qualification is comprised of this RFQ document, any attachments, and any addenda released before the deadline for responses to this RFQ. All attachments and addenda released for this RFQ in advance of any Contract award are incorporated herein by reference. Vendor may attach its Letter of Qualifications to this RFQ for submission; however, any and all additional, modified or conflicting terms and conditions submitted on or with Vendor’s LOQ shall be disregarded and shall not be considered a part of any contract arising from this RFQ. Any attempt to delete or avoid the force of the previous sentence shall render Vendor’s proposal invalid, and it shall not be considered.

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

If Vendors have questions, issues, regarding any component of this RFQ, those must be submitted as questions in accordance with the instructions in the RFQ 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 RFQ addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

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

**The State may exercise in its discretion to consider Vendor proposed modifications. By execution and delivery of this RFQ Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded . Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s proposal as nonresponsive.**

**2.4 RFQ SCHEDULE**

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

Event	Responsibility	Date and Time
Issue RFQ	State	August 8, 2025
Submit Written Questions	Vendor	August 15, 2025, by 2:00pm, ET
Provide Response to Questions	State	August 18, 2025
Submit Proposals	Vendor	August 25, 2025, by 2:00pm, ET  <b>Microsoft Teams <a href="#">Need help?</a></b> <b><a href="#">Join the meeting now</a></b>

		Meeting ID: 265 154 857 340 7 Passcode: r3Sc2xU2 <b>Dial in by phone</b> <a href="tel:+19842041487597063787">+1 984-204-1487,,597063787#</a> United States, Raleigh <a href="#">Find a local number</a> Phone conference ID: 597 063 787# <b>Join on a video conferencing device</b> Tenant key: ncgov@m.webex.com Video ID: 119 445 680 5
Contract Award	State	To be determined

**2.5 RFQ QUESTIONS**

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

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 RFQ SCHEDULE Section of this RFQ. Vendors will enter “**RFQ #: 19-RFQ-1674743693 – Questions**” as the subject of the message. Question submittals should include a reference to the applicable RFQ 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 RFQ. 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 RFQ, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFQ and an addendum to this RFQ.

**2.6 LETTER OF QUALIFICATIONS SUBMITTAL**

**IMPORTANT NOTE: This is an absolute requirement.** Late Letters of Qualifications, 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 Letter of Qualifications has been received as described in this RFQ by the specified time and date of opening. Failure to submit a proposal in strict accordance with instructions provided shall

constitute sufficient cause to reject a Vendor’s proposal(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor’s LOQs for this procurement vehicle 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 Letters of Qualifications submitted through the Content Section of the Ariba Sourcing Event will be considered. Proposals submitted through the Message Board will not be accepted or considered for award.**

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

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

## 2.7 PROPOSAL CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this RFQ 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 proposal, in the State’s sole discretion.

**The below items are required to be submitted by the Contractor; failure to include any of the below items may result in rejection of the Contractor’s proposal:**

**a) Signed Documentation**

Completed and signed version of EXECUTION PAGE (page 1 of this RFQ), along with the body of the RFQ (pages 2-20). Contractors must execute and acknowledge that they have read, understood and will be bound by all provisions and requirements set forth in this RFQ and all Attachments.

**b) Cover Letter**

A cover letter shall be included from the Contractors interested in the project. The letter is limited to 2 pages and shall contain the following information:

- i. Expression of firm’s interest in the project.
- ii. Statement that the prime firm: (1) has an office within 25 miles of the Program’s office at 4105 Reedy Creek Road, Raleigh NC, and (2) the prime firm’s office will be the primary project office or indicating the firm’s willingness to establish such an office within 3 months of contract signing.
- iii. Overview of project team members (subcontractors) and the members’ proposed roles on the project.
- iv. Statement regarding the firm’s and team members’ potential conflicts of interest for this project.
- v. Summation of information contained in the Letter of Qualification.

**c) Qualification Requirements**

This section shall contain information specifically addressing the evaluation criteria Section 3.0

- i. Understanding of project approach.
- ii. Overview of any innovative approaches to be used.
- iii. List of equipment (field and office) and software that is available for use on this project.
- iv. Present and projected workload and manpower availability, including that of teaming subcontractors.

**d) Supporting Documentation**

This section shall contain the following information:

- i. Organizational chart of the proposed team for the project, defining prime firm and subcontractors.
- ii. One-page resumes of key personnel to be used on the project and their anticipated role (include professional registration information, such as license numbers). The Vendor/Contractor agrees that it shall not substitute key personnel assigned to the performance of the Contract without prior notification to the Contract Lead. The individuals designated as key personnel for purposes of the Contract are those specified in the Vendor proposal.
- iii. Overall summary of personnel to be assigned by discipline and professional licensing.
- iv. Documentation that the Professional Engineer or Surveyor in responsible charge of the work is a licensed Professional Engineer or Surveyor in the State of North Carolina in good standing with the North Carolina Board of Examiners for Engineers and Surveyors.
- v. Documentation that prime and subcontractors that are proposed to be performing engineering and/or land surveying are licensed in the State of North Carolina in good standing with the North Carolina Board of Examiners for Engineers and Surveyors in accordance with Chapter 89C of the North Carolina General Statutes.
- vi. Documentation that the prime firm and any of its corporate subsidiaries to be used on the program, as well as all team members, are properly registered to do business in North Carolina with the Office of the Secretary of State.
- vii. Letters of commitment for the program from the proposed subcontractors.

**e) Section 4.2 Financial Stability**

**f) Section 4.3 Contractor Experience**

**g) Section 4.4 References**

**h) Section 5.0 Scope of Qualification**

**i) All Attachments to this RFQ, including signatures where indicated**

**j) Signed receipt pages of any addenda released in conjunction with this RFQ.**

**2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS**

Relevant definitions for this RFQ 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 RFQ:

1. AGENCY SPECIFIC TERM CONTRACT: A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities for a single entity.
2. ADDENDUM / ADDENDA: When the terms, conditions, specifications, responses to inquiries from Vendors and/or scope(s) of work are changed, removed, and/or added prior to the public opening of the proposals, an addendum addressing the nature of such change(s) will be issued in writing by DPS Purchasing & Logistics. When required, Vendors must sign and include an addendum and include it in the proposal. Failure to sign and return this type of addendum will, in most cases, result in the rejection of the proposal.
3. AMENDMENT: a document issued to supplement the original solicitation document.
4. AUDIT: The contract(s) awarded pursuant to this RFQ are subject to audits by state and federal agencies and/or their authorized independent auditors. The auditors may conduct reviews and audits of contract performance, financial and/or forensic/fraud audits.
5. BASE FLOOD ELEVATION (BFE): The elevation shown on the Flood Insurance Rate Map (FIRM) that indicates the water surface elevation resulting from a flood that has a 1% chance of equaling or exceeding that level in any given year.
6. BRIC: Building Resilient Infrastructure and Communities
7. CONTRACT ADMINISTRATOR: Representative of the Department of Public Safety responsible for providing daily technical oversight of the contract and making sure the Vendor performs according to the technical requirements of the contract.
8. CONTRACT OFFICER: Representative of the Department of Public Safety who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the State and who will administer the contract for the State.
9. CONTRACTOR or CONTRACTORS: The Contractors, firms, or vendors that submit proposals in response to this Request for Qualification.
10. CTP: Cooperating Technical Partner
11. CTS: Cooperating Technical State
12. DELIVERY ORDERS: Specific, written authorization to perform the task(s) listed therein after the Contractor has been deemed "Qualified" under a Request for Qualifications and when directed by NCEM-HM to do so.
13. DESIGN FLOOD ELEVATION (DFE): The regulatory flood protection elevation adopted by the local community equal to the base flood elevation plus freeboard and wave action, if applicable.
14. DPS: Department of Public Safety
15. FEMA: Federal Emergency Management Agency.
16. FFE: First floor elevation of a structure. Depending on the flood zone, the FFE may be taken as the top of the first-floor system or the bottom of the lowest structural member within the first-floor system.
17. FMA: Flood Mitigation Assistance
18. FRIS: North Carolina's Flood Risk Information System: (fris.nc.gov)
19. HM: Hazard Mitigation
20. HMPS: Hazard Mitigation Program Support

21. IDIQ: Indefinite Delivery, Indefinite Quantity
22. LETTER OF QUALIFICATIONS: The vender response/ submittal to the Request for Qualifications.
23. MAY: Denotes that which is permissible, not mandatory.
24. NCEM: North Carolina Emergency Management
25. OPENING DATE: Responses will only be accepted up until the specified time and date listed in the bid and then publicly opened. NO responses will be opened after that time and date.
26. PE: Professional Engineer, registered in the State of North Carolina.
27. PLS: Professional Land Surveyor, registered in the State of North Carolina.
28. PRINCIPAL PLACE OF BUSINESS: The principal place from which the overall trade or business of the Vendor is directed or managed.
29. PROJECT MANAGER: The Vendor shall designate and make available to the State a project manager. The project manager shall be the Vendor point of contact to the State for contract related issues and issues concerning performance, progress review, scheduling, and service.
30. QA/QC: Quality Assurance and Quality Control. Corrective or preventative measures taken to identify and prevent issues and /or non-compliant work.
31. QUALIFIED PROPOSAL: The proposal's compliance with mandatory submission requirements such as the correct number of copies, authorized signatures, and proof of insurability, as required in response to this RFQ.
32. REDACTED: Edited copy of the Vendor proposal response with Proprietary and/or Confidential information excluded/removed.
33. SCOPE OF WORK: The agreed upon duties and responsibilities of the contracted engineering firms resulting from this RFQ.
34. SERVICES OR SERVICE DELIVERABLES: The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
35. SHALL or MUST: Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of the proposal.
36. SHOULD: Denotes that which is recommended, not mandatory.
37. SPECIAL FLOOD HAZARD AREA (SFHA): The land in the floodplain within a community subject to a 1% or greater chance of flooding in any given year. Also, an area having special flood, mudflow, or flood-related erosion hazards and appearing on a Flood Hazard Boundary Map or a FIRM as Zone A, AO, A1-A30, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1-A30, V1-V30, VE or V.
38. STATE: The State of North Carolina, including any of its sub-units and political subdivisions recognized under North Carolina law.
39. UNREDACTED: copy of the Vendors proposal response unedited including all confidential and/or proprietary information

### **3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS**

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#### **3.1 METHOD OF AWARD**

The selection of Vendor(s) will be based on demonstrated competence and qualification for the professional services required without regard to cost in accordance with N.C. General Statute § 143-64.31. Thereafter, the State will negotiate a contract for the engineering and related services described herein with the best qualified firm(s). All award decisions shall be in the State's best interest. All responsive Letters of Qualifications will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFQ Specifications and achieving the required point total, based on the criteria described below.

While the intent of this RFQ is to qualify multiple Vendors, the State reserves the right to qualify only one or to cancel this RFQ in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

Through the IDIQ contract, NCEM-HMPS and the selected Vendor(s) will negotiate an overall, general scope of engineering services to be provided in support of the State's program. Then, NCEM-HMPS may order services through issuing Delivery Orders under the contract as needed to successfully complete the program.

**No Guarantee of Work:** The State does not guarantee a volume of work to any vendors under this document. The level of work awarded to the vendor will depend substantially upon (among other matters) its evaluation rating and its demonstrated expertise in the specific scope of work being assigned through a Delivery Order.

#### **3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

While this RFQ 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 COMMUNICATIONS BY VENDORS.

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

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

### 3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

All proposals must be received by the issuing agency not later than the date and time specified in the RFQ 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 RFQ SCHEDULE Section above, unless modified by Addendum, the LOQ from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be evaluated.

### 3.4 EVALUATION CRITERIA

The evaluation of firms submitting for this work will be based on the following evaluation criteria. Whether the evaluation will consider the prime firm's qualifications only or also consider the proposed subcontractors is indicated in the description of each criterion. Additionally, the respective weight for each criterion is indicated in parentheses: **(TOTAL 130 Points)**

1. Demonstrated experience and expertise of the project team members (prime firm and subcontractors) and key personnel in the following areas, listed in decreasing order of importance **(40 points)**:
  - a) Hydrologic and hydraulic modeling of pluvial (urban and coastal ponding), fluvial riverine, lacustrine flooding, coastal flooding, coastal erosion (wave height and run up methodologies), storm surge, dam inundation, levee inundation, debris flow, geomorphic evolution associated with sea level rise, extreme rainfall, future weather conditions and snowmelt flooding.
  - b) Familiarity with floodplain mapping for the NFIP, particularly as related to FEMA's and NCEM-NCFMP's flood study specifications, methodologies, and regulations.
  - c) Field surveys, particularly as related to river and stream channels and floodplains, ocean bathymetry, hydraulic structure (e.g., culverts, bridges) geometry, property, infrastructure, and stream gauges.
  - d) Use of GIS, with emphasis on efficient spatial data acquisition, production, evaluation, conflation, analysis, and creation of analyses, reports, and maps and other related products that are in accordance with relevant standards and specifications (e.g., FEMA, FGDC, OpenGIS).
  - e) Floodplain mapping using the results of hydrologic, hydraulic modeling and/or coastal analyses.
  - f) MT-2 review and processing.
  - g) Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) production.
  - h) Flood gauge elevation surveys and flood inundation mapping.
  - i) Dam and levee breach and inundation analyses.
  - j) Geotechnical assessments of dams, levees and floodwall stability, seepage, and settlement.
  - k) Development and use of consequence and risk assessment methodology and models.
  - l) Development of no-rise certifications and supporting hydrology and hydraulic analyses. Experience and expertise with automated, GIS-based modeling and mapping for flood risk analyses and risk and mitigation assessments.

2. Demonstrated experience and expertise of the project team members (prime firm and subcontractors) independent QA/QC Reviews: Reviewing the following data and products produced by the Contractors for technical and regulatory adequacy and compliance with FEMA and State guidelines and specifications (**10 points**):

- a) Hydrologic and Hydraulic modeling and associated floodplain mapping.
- b) Other water related hazard mapping including dam breach and inundation analyses and EAPs.
- c) Inundation mapping and building level and transportation network flood risk assessments and NCFMP-NCEM compliant databases related to coastal and riverine analyses at stream gauges to support NCEM-NCFMP flood warning program.
- d) Digital Flood Insurance Rate Maps (DFIRM) panels.
- e) NCEM-NCFMP FLOOD spatial database or other databases that support NCEM-NCFMP web applications
- f) No-rise certification reviews
- g) Review of flood risk assessment and mitigation alternatives analyses

3. Demonstrated experience and expertise of the project team members (prime firm and subcontractors) in Discovery, Preliminary and Post-Preliminary DFIRM database preparation, FIS and FIRM Processing: Performing final QA/QC review and preparing and distributing preliminary DFIRM databases, DFIRMs and the accompanying Flood Insurance Study (FIS) reports to affected counties and communities. Also, managing the post-preliminary DFIRM databases, FIS and FIRM process to include (**10 points**):

- a) Performing the FEMA Discovery process including data and information collection, stakeholder engagement, meeting support, and reports.
- b) Participating in and/or supporting the state during the final community coordination meetings.
- c) Arranging for publication of statutorily required 90-day appeal period public notices.
- d) Preparing and mailing all required standard and special correspondence.
- e) Collecting, evaluating, and resolving appeals and protests.
- f) Preparing revised preliminary DFIRM databases, FISs and FIRMs when necessitated by appeals, protests, or other community review comments.
- g) Final map processing to include a submission package for printing and distribution by FEMA's Map Service Center.
- h) Digitally archiving backup data in FEMA's Engineering Study Data Package format.
- i) Development and uploading required FEMA Mapping Information Platform (MIP) metadata files, TSDN checklist and supporting data and documentation.
- j) Updating and editing the Coordinated Needs Management Strategy (CNMS) feature layers for regulatory and non-regulatory riverine and coastal flood studies through various flood risk project phases including Discovery, H&H, preliminary and revised preliminary issuance and Letter of Final Determination.
- k) Development of business plans, technical references and documents in support of engineering flood studies, risk assessments, mitigation alternatives analyses and the NFIP.

4. Demonstrated experience and expertise of the project team members (prime firm and subcontractors) and its key personnel in the design, implementation, management, and integration of spatial data, 3D visualization, communication and simulation technologies, as well as applications, tools, and systems needed to support: **(15 points)**:
  - a) Systems analysis and architecture.
  - b) Design, installation and maintenance of Internet and Intranet sites utilizing an array of different application programming interfaces.
  - c) Updating and development of automated tools for flood study and risk assessment database management and maintenance and riverine and coastal engineering flood study modeling and risk assessment performance and QA/QC.
  - d) IT project management and reporting (lifecycle).
  - e) Management of relational databases management systems.
  - f) Cataloging, storing, and retrieving large volumes of spatial data including experience with field compression/decompression techniques.
  - g) Development of computer-based and mobile applications for use by Internet and Intranet users to access and retrieve spatial and other flood hazard related information.
  - h) Installing reliable, interoperable integrated systems.
  - i) Developing and implementing technology transfer and user training.
  
5. Demonstrated experience and expertise of the project team members in the use of current remote sensing technologies (digital photogrammetry) used in the acquisition of large and small geographic areas. This experience and expertise includes the calibration, acquisition, processing, quality control, and data management. **(15 points)**.
  - a) Acquiring, processing, quality control, and deliverables of seamless digital imagery data (manned and unmanned ) and developing high-resolution digital orthophotography.
  - b) Perform quality control of imagery and elevation data.
  
6. Demonstrated ability of the prime firm to manage projects of similar size, scope, and complexity in terms of **(15 points)**:
  - a) Program development and management.
  - b) Cost control.
  - c) Compliance with performance schedules.
  - d) Overseeing and coordinating the efforts of multiple subcontractors as well as multiple scopes of work as listed herein.
  
7. Demonstrated capacity (for example, a work plan or assignment matrix) of the project team to accomplish the required work within the timeframes discussed under Section 3 - “Program Description” of this announcement **(5 points)**.
  
8. Past performance by project team members (prime firm and subcontractors) on contracts of comparable scope and size with government agencies and/or private industry. Particular note should be made of past

projects involving some or all project team members working together on similar projects. Submittals must include at least three references, including names, affiliations, and phone numbers (**5 points**).

9. Experience of the project team members (prime firm and subcontractors) demonstrating the capability to maintain adequate technical accuracy and product quality control of contracts of comparable size and scope (**5 points**).
  
10. Question: Given the current state of flood hazard mapping and risk assessment (data, models, technology, policy, funding, etc.) both at the national and state level, how can newly emerging data and technologies (including high resolution elevation data, unmanned aircraft systems (UAS) aerial survey and data collection, IR imagery, 2-dimensional H&H models, probabilistic riverine, coastal and levee analyses and pluvial riverine flood analyses, Artificial Neural Networks (ANN), etc.) be utilized by the program now and in the next 5 years to enable improved hazard identification, risk assessment, risk communication, real-time flood warning, and flood hazard mitigation? Additionally, describe your vision of how the NCFMP can transition 1-D regulatory flood studies to 2-D including potential efficient approaches for development of 2-D floodways and the implications for LOMCs and NFIP compliance for local communities. (**10 points**)

It is the intent of NCEM-NCFMP to evaluate the proposals based on criteria defined above. Upon evaluation, a short list will be developed from firms scoring **100** or more of the available points. The NCEM-NCFMP may require an interview with each of the firms on the short list and the short-listed firms will be interviewed during January 2022. Short-listed firms requiring interviews will be notified in writing regarding the time, location, and format for the interview approximately one week prior to the interview.

While the intent of this RFQ is to award contracts to multiple Firms, the State reserves the right to select a single firm or cancel this RFQ in its entirety, if it is considered to be most advantageous to the State to do so.

The State shall review the proposals submitted in response to this RFQ to confirm that they meet the specifications and requirements. The State reserves the right to waive any minor informality or technicality in any application.

The State may request additional formal responses or submissions from any or all Contractors for the purpose of clarification or to amplify the materials presented in any part of the Contractor’s proposal. Contractors are cautioned, however, that the State is not required to request clarification, and often does not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Contractor.

The selection of Contractor(s) will be based on demonstrated competence and qualification for the professional services required without regard to cost in accordance with N.C. General Statute § 143-64.31. Thereafter, the State will negotiate a contract for the engineering/surveying and related services described herein with the best qualified firm(s).

Through the IDIQ contract, NCEM-NCFMP and the selected Contractor(s) will negotiate an overall, general scope of engineering and surveying services to be provided in support of the State’s program. Then, NCEM-NCFMP may order services through issuing Delivery Orders under the contract as needed to successfully complete the program.

**3.5 EVALUATION METHOD**

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

The State shall evaluate the Letters of Qualifications submitted in response to this RFQ to confirm that they meet the specifications and requirements. It is the intent of NCEM-HM to evaluate the proposals based on the criteria defined herein. Upon evaluation, a short-list will be developed from firms scoring 90 or more of the available points.

The State may request additional formal responses or submissions from any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the Vendor’s proposal. Vendors are cautioned, however, that the State is not required to request clarification, and often does not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

At their option, the evaluators may request oral presentations with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor. The details of the presentations will be coordinated through the DPS Contract Officer. Short-listed firms requiring presentations will be notified in writing regarding the time, location, and format for approximately one week prior to the presentation.

The selection of Vendor(s) will be based on demonstrated competence and qualification for the professional services required without regard to cost in accordance with N.C. General Statute § 143-64.31. Thereafter, the State will negotiate a contract for the engineering and related services described herein with the best qualified firm(s).

Through the IDIQ contract, NCEM-HMPS and the selected Vendor(s) will negotiate an overall, general scope of engineering services to be provided in support of the State’s program. Then, NCEM-HMPS may order services through issuing Delivery Orders under the contract as needed to successfully complete the program.

**3.6 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 RFQ, 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

**3.7 INTERPRETATION OF TERMS AND PHRASES**

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

**4.0 REQUIREMENTS**

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

**4.1 INVOICES**

The Vendor shall submit invoices for prescribed milestones associated with specific Delivery Orders to NCEM-HMPS itemizing the services actually performed in accordance with the agreed upon Delivery Order pricing. NCEM-HMPS shall pay the appropriate invoice amount within sixty (60) days of receipt, subject to NCEM-HMPS review and approval of the Delivery Order work satisfactorily performed. In accordance with 1 NCAC 5B.1521, NCEM-HMPS shall withhold five (5) percent (5%) from the amounts to be paid to the Vendor on each respective Delivery Order. The amount withheld shall be paid to the Vendor upon the Vendor’s satisfactory completion of the entire Delivery Order work. Delivery Orders agreed upon by the Parties shall be made a part of this Contract by written amendment.

**4.2 FINANCIAL STABILITY**

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

Each Vendor shall certify it is financially stable by completing ATTACHMENT 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.

**4.3 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 Vendors in purchasing Goods and Services. As such, this RFQ 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.

**4.4 VENDOR EXPERIENCE**

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

**4.5 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 Proposal.

**4.6 BACKGROUND CHECKS**

Vendor and its personnel may be required to provide or undergo background checks at Vendor’s expense prior to beginning work with the State. The State of North Carolina, as described in Governor Cooper’s Executive Order 158, Furthering Fair Chance Policies in State Government Employment (August 18, 2020) is committed to eliminating discrimination against persons who have criminal records. The State will not disqualify a Vendor from participating in a contract merely based on the criminal history of the Vendor, including its officers or directors, or any of its employees or other personnel providing Services on a project, unless that criminal history impedes the Vendor’s ability to perform the contract, or if State or federal law prohibits contracting with Vendors with certain criminal convictions. The Vendor is encouraged to extend these considerations to employees, subcontractors, and suppliers.

NCEM-HM may require the Contractor, its executive officers, its senior management personnel, and/or subcontractors to provide or undergo background checks at Contractor’s expense prior to beginning work

or at any time during the period of performance. When requested, as part of a requested background check, the Contractor must provide NCEM-HM with information for:

- a) Any criminal felony conviction, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of Contractor, its officers or directors, or any of its employees or other personnel to provide services on this project, of which Contractor has knowledge or a statement that it is aware of none;
- b) Any criminal investigation for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Contractor of which it has knowledge or a statement it is aware of none;
- c) Any regulatory sanctions levied against Contractor or any of its officers, directors or its professional employees expected to provide services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term “regulatory sanctions” includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- d) Any regulatory investigations pending against Contractor or any of its officers, directors or its professional employees expected to provide services on this project by any state or federal regulatory agencies of which Contractor has knowledge or a statement that there are none.
- e) Any civil litigation, arbitration, proceeding, or judgments pending against Contractor during the three (3) years preceding submission of its proposal herein or a statement that there are none.

Contractor’s responses to these requests shall be considered to be continuing representations, and Contractor’s failure to notify NCEM-HM within thirty (30) days of any criminal litigation, investigation or proceeding involving Contractor or its then current officers, directors or persons providing services under this contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Contractor to perform services under this contract.

**4.7 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 proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor’s recommended substitute personnel. The 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.

**4.8 VENDOR’S REPRESENTATIONS**

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

**4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATIONS**

The Purchasing Agency has conducted a risk assessment and determined that certain default coverage provisions in the North Carolina General Terms and Conditions, paragraph entitled Insurance, should be increased from the minimums stated.

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

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

Additional insurance coverage amounts for this Solicitation are as follows:

Aviation – The Vendor/Contractor and any subcontractor(s) actually performing aviation services pursuant to this solicitation document or Contract shall maintain adequate aviation liability insurance, to include liability coverage, covering all owned, hired and non-owned unmanned, fixed wing and rotary aircraft, used in connection with this solicitation document or Contract.

Coverages not changed here remain as stated in the General Terms and Conditions.

**5.0 SCOPE OF QUALIFICATIONS**

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**5.1 SCOPE OF SERVICES**

The State of North Carolina, through the Federal Emergency Management Agency’s (FEMA’s) Cooperating Technical Partners program, has been designated as a Cooperating Technical State (CTS). As a CTS, the State has primary ownership and responsibility to acquire, generate, maintain, update and disseminate data, analyses, and maps associated with the identification, risk assessment, and mitigation of all flood hazard risk data in North Carolina. Based on this responsibility, NCEM-NCFMP will conduct data acquisition, risk analyses, mapping, and mitigation planning associated with all water-related hazards. These hazards include riverine flooding, coastal flooding, coastal erosion, storm surge, dam inundation, levee inundation, debris flow, sea level rise, extreme rainfall and

snowmelt flooding. NCEM-NCFMP also intends to acquire and incorporate all non-water hazards data necessary to generate risk analyses, reports and maps associated with those hazards that either impact or are impacted by the water hazards.

This program includes the following components: (1) acquiring, processing, and maintaining detailed, accurate spatial data, (such as building footprints, first floor elevations, topography and bathymetric data, digital orthophotography); (2) conducting database-centric, digital water / flood natural hazard analyses; (3) generating new and updating risk assessments and mitigation analysis models, data, maps and reports; (4) expanding the water and coupled non-water digital hazard risk visualization, communication, and flood risk management capabilities of NCEM-NCFMP during peace time and disaster incident command.

Subject to the availability of funds, Delivery Orders will be negotiated with the best qualified firm and issued for specific work elements. Delivery Orders will typically be for one or more of the following types of work. Contractor must demonstrate in its response how it shall meet the following requirements:

- a) Acquiring and/or generating building footprints, critical infrastructure, dams and levees, community information, population demography, first floor elevations.
- b) Conducting riverine, lacustrine, coastal, pluvial and probabilistic levee and riverine flood hazard analyses and modeling to produce floodplain boundary mapping.
- c) Performing breach analyses and developing updated flood inundation hazard data for dams and levees;
- d) Conduct coastal erosion hazard analyses to produce coastal erosion hazard mapping.
- e) Conducting storm surge hazard analysis to produce storm surge hazard mapping.
- f) Conducting sea level rise hazard risk analyses to produce sea level rise hazard mapping.
- g) Conduct extreme and future conditions rainfall analyses, hydrologic and hydraulic modeling and mapping.
- h) Conduct debris flow hazard analyses to produce debris flow hazard mapping.
- i) Conduct flood inundation hazard analyses at stream gauges locations to produce inundation map libraries.
- j) Analyzing and producing direct and indirect loss models, data, maps and reports.
- k) Analyzing and producing risk assessment models, data, maps, and reports.
- l) Analyzing and producing risk mitigation models, data, maps, and reports.
- m) Generating and populating the NCFMP FLOOD spatial database.
- n) Generating and populating the NCFMP iRISK spatial database.
- o) Generating new and updating flood inundation models and shapefile libraries.

- p) Establishing alert triggers / protocols associated with site specific stream gauge models.
- q) Versioning of system data, maps and reports.
- r) Generating 3-D visualization and simulation modeling for water hazards and those hazards that might co-exist with flooding during a disaster or hazard event.
- s) Developing risk assessment “gateway” and clearinghouse for the purpose of displaying / providing – water and coupled hazards; vulnerabilities; calculated risk assessments; risk reduction options; clearinghouse of methodologies associated with hazards identification, damage assessment, risk assessment, and risk reduction.
- t) Reviewing and processing MT-2 Letters of Map Change (CLOMRs and LOMRs).
- u) Reviewing NCDOT Highway Floodplain Program.
- v) Preparing NCDOT MOA and State Initiated LOMRs.
- w) Independent QA/QC Reviews: Reviewing the following data and products produced by the other EMC
- x) Analyzing and quality control of photogrammetry deliverables and elevation data.

Contractors for technical and regulatory adequacy and compliance with FEMA and State guidelines and specifications: floodplain mapping; other water related hazard mapping; Non-regulatory Flood Risk products, DFIRM panels; and FLOOD spatial database.

Preliminary and Post-Preliminary DFIRM databases, FIS and FIRM Processing: Performing final QA/QC review and preparing and distributing preliminary DFIRM databases, DFIRMs and the accompanying Flood Insurance Study (FIS) reports to affected counties and communities. Also, managing the post-preliminary DFIRM database, FIS and FIRM process to include:

- i. Participating in and/or supporting the State during the final community coordination meetings.
- ii. Arranging for publication of statutorily required 90-day appeal period public notices.
- iii. Preparing and mailing all required standard and special correspondence.
- iv. Working with the state NFIP coordinator and community officials to update local floodplain ordinances.
- v. Collecting, evaluating, and resolving appeals and protests.
- vi. Working with the Hydrology and Hydraulics (H&H) contractors to prepare revised non-regulatory Flood Risk products, preliminary DFIRM databases, FISs and FIRMs when necessitated by appeals, protests, or other community review comments.
- vii. Final map processing to include a submission package for printing and distribution by FEMA’s Map Service Center.

- viii. Digitally archiving backup data in FEMA’s Engineering Study Data Package format.

NOTE: Riverine and lacustrine flood hazard analyses and modeling and producing floodplain boundary mapping may be performed using limited-detail or detailed modeling approaches, or may use existing flood profiles to redelineate floodplain boundaries using updated topographic data, as specified by NCEM-NCFMP in the Delivery Orders. Field surveys will be required for flooding sources to be studied in detail to obtain stream channel and hydraulic structure geometry and to evaluate the condition of existing flood control structures, such as, levees and floodwalls. Geotechnical assessments of levees and floodwalls may also be required to ascertain if they meet FEMA’s criteria for providing protection from the 100-year flood.

**5.2 DELIVERY ORDERS AND REPORTING**

The individual Delivery Orders will identify the specific scope of work, products to be delivered, standards to be met, and schedule for completion. Delivery Orders may require interaction and outreach to local communities and the public by the Vendor. The prime firm will also be required to assist NCEM-HM in providing project updates and presentations to the North Carolina General Assembly and other interested parties.

The Vendor Project Manager shall immediately notify the Contract Administrator/Technical Administrator if a change in scope, schedule or budget is necessary. A Special Problem Report (SPR) may be required for a Delivery Order modification. Special Problem Reports (SPRs) that do not result in a change in costs (No Cost SPRs) will be assigned and designated a number beginning with 9XX (i.e., 901, 902, etc.) that will appear on the SPR form. Contractual changes that include cost changes and period of performance changes will be assigned and designated a number beginning with 001, 002, etc. that will appear on the SPR form. It is Vendor/Contactor’s responsibility to track the Period of Performance for invoicing purposes. The SPR form is Attachment L.

**5.3 DIGITAL DATA**

In general, all digital data shall be compliant with current DPS- NCEM-HMPS standards. All analyses shall be conducted in accordance with the HMPS’s guidelines and specifications as well as FEMA specifications and regulations at the time the Delivery Order is initiated.

Vendor or subcontractors using third-party proprietary software to produce deliverables under any Delivery Order shall determine whether such software may be necessary for the State to use the deliverables, and if so, the Vendor shall determine the costs therefor and specifically identify the software and costs in their proposal. Vendor and subcontractors shall also identify any third-party software that may be sublicensed by Vendor to the State together with any costs necessary to provide NCEM-HMPS and the United States Government with a royalty-free, paid-up, perpetual, non-exclusive, non-transferable license necessary to access and manipulate deliverables including, but not limited to, data collected, manuals, documentation, Digital Elevation Models, Digital Flood Insurance Rate Maps, information technology, and software.

**5.4 VENDOR LOCATION**

Frequent coordination with the NCEM-HMPS, as well as on-site monitoring by the State of the Vendor is essential to this project. The Vendor must also be able to respond on short notice to State requests

to attend meetings, provide data and other technical materials, and answer questions regarding project status. Therefore, the selected Vendor must have its primary project office located within 225 miles of 200 Park Offices Dr, Suite 100, Durham, NC 27713, within 3 months of contract signing. Subcontractor and branch offices may be located throughout the United States.

**5.5 PROJECT ORGANIZATION**

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

**5.6 LICENSING REQUIREMENTS**

The Professional Engineer, or Professional Land Surveyor in responsible charge of the work must be a licensed Professional Engineer or Surveyor in the State of North Carolina and must have good professional standing with the North Carolina Board of Examiners for Engineers and Surveyors. Also, the Contractor, any of its corporate subsidiaries proposed to be used on the project, and all proposed subcontractors on its team wishing to perform the engineering and/or land surveying work must be properly licensed to practice in the State of North Carolina as required by Chapter 89C of the North Carolina General Statutes. Additionally, the Contractor, any corporate subsidiaries to be used on the project, and subcontractors must be properly registered with the Office of the Secretary of State. All work product deliverables of Engineers and Surveyors must bear an appropriate seal consistent with N.C.G.S §89C-16.

**6.0 CONTRACT ADMINISTRATION**

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

**6.1 CONTRACT MANAGER**

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

<b>Contract Manager Point of Contact</b>	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

## **6.2 POST AWARD PROJECT REVIEW MEETINGS**

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

## **6.3 CONTINUOUS IMPROVEMENT**

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

## **6.4 PERIODIC STATUS REPORTS**

The Vendor shall be required to provide Management Reports to the designated Contract Administrator weekly or on an as needed basis during employment operations. This report shall include but not limited to, information concerning occupancy, work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, and notification of any significant deviation from previously agreed upon work plans and schedules. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using Microsoft Excel and, as needed, either Microsoft PowerPoint or Microsoft Word. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

## **6.5 ACCEPTANCE OF WORK**

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

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

## **6.6 TRANSITION ASSISTANCE**

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to two (2) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to

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

**6.7 DISPUTE RESOLUTION**

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

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

**6.8 CONTRACT CHANGES**

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

**6.9 ATTACHMENTS**

All attachments to this RFQ are incorporated herein and shall be submitted by responding in the Sourcing Tool. These attachments can be found at the following Vendor Forms link for reference purposes only: <https://ncadmin.nc.gov/documents/vendor-forms>

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## **ATTACHMENT A: INSTRUCTIONS TO VENDORS**

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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>

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## **ATTACHMENT B: NORTH CAROLINA GENERAL TERMS & CONDITIONS**

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

<https://www.doa.nc.gov/form-north-carolina-general-terms-and-conditions-11-2023/open>

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## **ATTACHMENT C: FEMA RULES AND REGULATIONS (2 CFR Part 200, Appendix II)**

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

1. **No Governmental Non-Competes.** Vendor shall not impose or enforce any non-competition agreement upon the employees included in Vendor's bid that would prevent those employees from accepting any offer of employment from the State of North Carolina outside the first Term of the Contract. By executing this RFP, the Vendor affirms this condition, as directed in the Vendor Experience Section 4.4 of this RFP. This affirmation is a material condition for the State's award of any work under this RFP.
2. **Program Monitoring.** Vendor agrees to assist and cooperate with the Federal grantor agency and NCEM or their duly designated representatives in the monitoring of the projects to which this contract relates, and to provide in form and manner approved by NCEM such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
3. **Remedies.** Remedies for performance and default are governed under Sections 1 and 2 and related sections of the N.C. General Terms & Conditions included in this solicitation and Section 4 of the FEMA Rules and Regulations below.
4. **Termination for Cause.** In addition to Section 2 of the N.C. General Terms & Conditions included in this solicitation, if through any cause, Vendor shall fail to fulfill in a timely or proper manner any obligation under this Contract, or if Vendor shall violate any of the covenants, agreements, or stipulations of The Contract, NCEM shall thereupon have the right to terminate this Contract by giving written notice to Vendor of such termination and specifying the effective date of such termination. Unless a shorter time is determined by NCEM to be necessary, NCEM shall affect termination according to the following procedure:
  - a) **Notice to Cure.** NCEM shall give written notice of the conditions of default, setting for the ground or grounds upon which such default is declared ("Notice to Cure"). The Vendor shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default.

- b) **Notice of Termination.** If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, NCEM may terminate the Contract, in whole or in part. NCEM shall give the Vendor written notice of such termination (“Notice of Termination”), specifying the applicable provision(s) under which the Contract is terminated and the effective date of the termination.
- c) In such event, all finished or unfinished documents, data, studies, and reports prepared by Vendor entitle Vendor’s receipt of just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, Vendor shall not be relieved of liability to NCEM for damage sustained to NCEM by virtue of any breach of this Contract by Vendor. NCEM may withhold any payments to Vendor for the purpose of set off until such time as the exact amount of damages due NCEM from Vendor is determined.

5. **Termination for Convenience.** Termination of the Contract for convenience shall be governed by Section 2 of the N.C. General Terms & Conditions included in this solicitation.

6. **Equal Employment Opportunity.** During the performance of this Contract, the contractor agrees as follows:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but are not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.
- d) The contractor will send each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the contractor’s commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- e) The contractor will comply with all provision of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 25, 1965, or by rule, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
- h) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

The Applicant further agrees that is shall refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Vendors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions:

cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the cause to the Department of Justice for appropriate legal proceedings.

**7. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

Compliance with the Contract Work Hours and Safety Standards Act.

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

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

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

(1) The contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker’s correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.

(2) Records to be maintained under this provision must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

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

Clean Air Act

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

Federal Water Pollution Control Act

- a) The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- b) The Vendor agrees to report each violation to NCEM and understands and agrees that NCEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c) The Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**9. Debarment and Suspension.**

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

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

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

to the awarding agency. If applicable, Vendors must sign and submit to NCEM the certification regarding lobbying.

**11. Procurement of Recovered Materials.**

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

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

- a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- b) *Prohibitions.*
  - 1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - 2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
    - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c) *Exceptions.*

- 1) This clause does not prohibit contractors from providing—
  - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- 2) By necessary implication and regulation, the prohibitions also do not apply to;
  - i. Covered telecommunications equipment or services that:
    - a. Are not used as a substantial or essential component of any system; and
    - b. Are not used as critical technology of any system
  - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d) *Reporting Requirement.*

- 1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- 2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
  - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services

e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

**13. Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means,

for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. **Build American, Buy American Act (BABAA).** Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to (insert name of recipient/subrecipient) with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to FEMA. Note that even if the project does not involve construction and only requires project scoping, this requirement must be kept in mind for those programs that are required to be compliant with BABAA including but not limited to BRIC and FMA projects.
15. **Access to Records.** In addition to Section 13 of the N.C. General Terms & Conditions included in this solicitation, the following access to records requirements apply to this contract:
  - a) The Vendor agrees to provide NCEM, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - b) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - c) The Vendor agrees to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
  - d) In compliance with the Disaster Recovery Act of 2018, NCEM and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator of the Comptroller General of the United States.
16. **Modifications to Contract.** Modifications to the Contract are governed by Section 24 of the N.C. General Terms & Conditions included in this solicitation.
17. **DHS, Seal, Logo, and Flags.** In addition to the prohibitions in Section 28 of the N.C. General Terms & Conditions included in this solicitation, the Vendor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
18. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
19. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from the contract.

20. **Program Fraud and False or Fraudulent Statements or Related Acts.** Vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.
21. **Socioeconomic Contracting.** The Vendor is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)- (5) to ensure small businesses, minority businesses, women’s business enterprises, veteranowned businesses, and labor surplus area firms are considered when possible.”
22. **Build America, Buy America Act (BABAA) for Architectural and/or Engineering Contracts.** Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117- 58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.
23. **Providing Good, Safe Jobs to Workers.** Pursuant to FEMA Information Bulletin No. 520, the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable
24. **Buy Clean.** NCEM encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, NCEM encourages that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.
25. **Records Retention.** All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.
26. **Energy Efficiency.** All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).
27. **DHS Standard Terms and Conditions.** In addition to the FEMA Rules and Regulations above, DHS Standard Terms and Conditions apply to the agreement as pertinent to the program as FEMA is a subdivision of DHS. The applicable DHS Standard Terms and Conditions for grants, cooperative agreements, fixed amount awards, and other types of federal financial assistance are based on the fiscal year in which the financial assistance award was funded. For access to the conditions, please see <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.
28. **Debarment, Suspension and Ineligibility (2 C.F.R. 200, Appendix II(I)).** Contractor represents and warrants that it and its Subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 2 C.F.R. 180 and 24 C.F.R. 24.1 (government debarment and suspension regulations).

29. **Subcontracts.** Contractor shall not enter into any subcontract with any Subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of North Carolina.

*Contractor shall be as fully responsible to NCEM for the acts and omissions of Contractor's Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by Contractor.*

*Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractor to Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and to give Contractor the same power in regard to terminating any subcontract that NCEM may exercise over Contractor under any provision of the Contract Documents.*

*Nothing contained in this contract shall create any contractual relationship between any Subcontractor and NCEM.*

30. **Assignability.** Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of NCEM, provided that claims for money due or to become due Contractor from NCEM under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to NCEM.

31. **Termination for Unavailable Funding.** The continuation of this Contract is contingent upon the appropriation and release of sufficient funds to NCEM to fulfill the requirements of this Contract. Failure of the appropriate authorities to approve and provide an adequate budget to NCEM for fulfillment of the Contract terms shall constitute reason for termination of the Contract by either Party. Contractor shall be paid for all authorized services properly performed prior to termination.

32. **Iran Divestment Act Certification.** Contractor certifies that, as of the date listed above, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

33. **Federal Funding Accountability and Transparency Act (FFATA).** The Contractor shall comply with the requirements of 2 C.F.R. part 25 Universal Identifier and System for Award Management (SAM). The grantee must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The grantee must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

34. **Client Data and Other Sensitive Information.** The Contractor must comply with 2 C.F.R. §200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information NCEM designates as sensitive or consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

35. **Davis-Bacon Act.** If applicable, Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Vendor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, Vendor is required to pay wages not less than once a week.

36. **Funding Contingency.** The awarded Contract may be suspended and/or terminated without liability to the State if any grant is suspended or terminated, and unless and until the State receives funds in an amount that is deemed sufficient to enable it to fund the Contract awarded, the State is under no obligation to make any payments to the Vendor.
37. **Personnel.** Vendor represents that it has, or will secure at its own expense, all personnel required in performing the work under this Contract. Such personnel shall not be employees of or have any contractual relationship with State. All of the work required hereunder will be performed by Vendor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and State law to perform such work. No person who is serving a sentence in penal or correctional institution shall be employed to work under this Contract.

***THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK***

**ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**

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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](mailto:huboffice.doa@doa.nc.gov)

## ATTACHMENT E: CUSTOMER REFERENCE FORM

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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**

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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**

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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

Proposal Number: 19-RFQ-1674743693-PTW

Vendor: \_\_\_\_\_

## **ATTACHMENT I: SF254 ARCHITECT-ENGINEER AND RELATED SERVICES QUESTIONNAIRE**

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Complete and attach to Vendor's proposal Standard Form (SF) 254 ARCHITECT-ENGINEER AND RELATED SERVICES QUESTIONNAIRE. Form SF 254 is located on the North Carolina State Construction Office website under FORMS and DOCUMENTS, <https://ncadmin.nc.gov/businesses/construction/forms-documents#administration-and-design-contract>.

**ATTACHMENT J: SPECIAL PROBLEM REPORT FORM TEMPLATE**

<b>Special Problem Report #XX</b> <b>[Project Name]</b>			
Description of affected area: (i.e. location, address), case #,etc.)		<b>Approval Date:</b>	/ /
Contract #		<b>Submission Date:</b>	/ /
Project Name		Amendment #	
Contractor:		<input type="checkbox"/> Preliminary	
Affected Area:		<input type="checkbox"/> Actual	
Cause of Problem:			
PROBLEM AREAS	SOLUTION AREAS	CONTRACT ACTION REQUIRED	
<input type="checkbox"/> Technical Coordination <input type="checkbox"/> Discrepancies <input type="checkbox"/> Unresolved <input type="checkbox"/> Unrealistic Schedule <input type="checkbox"/> Funding <input type="checkbox"/> Subcontracting	<input type="checkbox"/> Revise Schedule <input type="checkbox"/> Increase Funding <input type="checkbox"/> Realign Funding <input type="checkbox"/> Change Scope <input type="checkbox"/> State Special Support	<input type="checkbox"/> Modification to change: <input type="checkbox"/> Scope <input type="checkbox"/> Schedule <input type="checkbox"/> Level of Effort / Cost <input type="checkbox"/> No Contract Action	
TASK(S) AFFECTED			
<input type="checkbox"/> Task # 1	Description		
<input type="checkbox"/> Task # 2	Description		
<input type="checkbox"/> Task # 3	Description		
<b>DETAILED EXPLANATION:</b>			
<b>PROPOSED SOLUTION:</b>			
<b>APPROVED ACTION:</b>			
<b>SUBMITTED BY:</b> (signature)		<b>DATE:</b>	
(print name):			
<b>APPROVED BY:</b> (signature):			
(print name)		<b>DATE:</b>	