



# **STATE OF NORTH CAROLINA**

## **DEPARTMENT OF PUBLIC SAFETY**

**Request for Proposal #: 19-RFP-2063949214-RMT**

**INDIVIDUAL ASSISTANCE/PUBLIC ASSISTANCE PERSONNEL**

**Date of Issue: May 8, 2026**

**Proposal Opening Date: June 5, 2026**

**At 2:00 PM ET**

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

**Morgan Rilling**

**Contract Specialist**

**Email: [morgan.rilling@ncdps.gov](mailto:morgan.rilling@ncdps.gov)**



## STATE OF NORTH CAROLINA

### Request for Proposal #

**19-RFP-2063949214-RMT**

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://evp.nc.gov/SignIn>

## STATE OF NORTH CAROLINA Division of Emergency Management

Refer <u>ALL</u> Inquiries regarding this RFP to the Procurement Lead through the Message Board in the Sourcing Tool. See section 2.5 for details: Morgan Rilling <a href="mailto:morgan.rilling@ncdps.gov">morgan.rilling@ncdps.gov</a>	Request for Proposal #: 19-RFP-2063949214-RMT
	Proposals will be publicly opened: June 5, 2026 at 2pm EST Microsoft Teams meeting Join: <a href="https://teams.microsoft.com/meet/275251186673508?p=exKSWe47ap8rxyrMt8">https://teams.microsoft.com/meet/275251186673508?p=exKSWe47ap8rxyrMt8</a> Meeting ID: 275 251 186 673 508 Passcode: Jc6gB2dz
	<a href="#">Need help?</a>   <a href="#">System reference</a> Dial in by phone +1 984-204-1487,,633335724# United States, Raleigh <a href="#">Find a local number</a> Phone conference ID: 633 335 724# Join on a video conferencing device Tenant key: <a href="mailto:ncgov@m.webex.com">ncgov@m.webex.com</a> Video ID: 115 506 103 1 <a href="#">More info</a>
Using Agency: NC Emergency Management Requisition No.: RQ263735	Commodity No. and Description: 931318- Disaster Preparedness and Relief

### EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are 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 RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

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

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

Proposal Number: 19-RFP-2063949214-RMT

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

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:
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:		
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

**VALIDITY PERIOD**

Offer shall be valid for at least sixty (60) days from date of bid opening, unless otherwise stated here: one hundred twenty (120) days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

**ACCEPTANCE OF PROPOSAL**

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

<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 Department of Public Safety)</b></p>
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## 1.0 PURPOSE AND BACKGROUND

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The purpose of this Request for Proposals (RFP) is to seek proposals from qualified vendors to establish an Agency Contract to provide trained/experienced Project Officers to assist potentially both the Public Assistance and Individual Assistance programs for the North Carolina Department of Public Safety, Division of Emergency Management (NCEM). These trained Project Officers shall be provided on an “as needed” basis to the State of North Carolina Division of Emergency Management to assist with the close out of current or established disasters and aid in implementation of the programs in the event of a newly declared disaster.

NCEM is a government organization that administers state and federal emergency management programs enabled by the Federal Stafford Act and Chapter 166A of the North Carolina General statutes. The Public Assistance Section of NCEM is responsible for assisting FEMA in the awards of grants to assist State and local governments and certain Private Non-profit entities with the response to and recovery from disasters through the Public Assistance Program. Specifically, the program provides assistance for debris removal, implementation of emergency protective measures, and permanent restoration of public infrastructure. The Individual Assistance Section of NCEM is responsible for assisting FEMA in the awards of grants to assist individuals, households and businesses recover from disasters through the Individual Assistance Program. Specifically, the program provides assistance to individuals with necessary and essential needs after a disaster.

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

### 1.1 CONTRACT TERM

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

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

## 2.0 GENERAL INFORMATION

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### 2.1 REQUEST FOR PROPOSAL DOCUMENT

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

### 2.2 E-PROCUREMENT FEE

**ATTENTION: 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://eprocmnt.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://eprocmnt.nc.gov/training/vendor-training>.

### 2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

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

If Vendors have questions, issues, regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the

questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

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

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

**2.4 RFP SCHEDULE**

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

Event	Responsibility	Date and Time
Issue RFP	State	May 8, 2026
Submit Written Questions	Vendor	May 21, 2026
Provide Response to Questions	State	May 28, 2026
Submit Proposals	Vendor	June 5, 2026 by 2pm EST <b>Microsoft Teams meeting</b> <b>Join:</b> <a href="https://teams.microsoft.com/meet/275251186673508?p=exkSWe47ap8rxyrMt8">https://teams.microsoft.com/meet/275251186673508?p=exkSWe47ap8rxyrMt8</a> Meeting ID: 275 251 186 673 508 Passcode: Jc6gB2dz <hr/> <a href="#">Need help?   System reference</a> <b>Dial in by phone</b> +1 984-204-1487,,633335724# United States, Raleigh <a href="#">Find a local number</a> Phone conference ID: 633 335 724# <b>Join on a video conferencing device</b> Tenant key: <a href="mailto:ncgov@m.webex.com">ncgov@m.webex.com</a> Video ID: 115 506 103 1 <a href="#">More info</a>
Contract Award	State	TBD

**2.5 PROPOSAL QUESTIONS**

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

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 RFP SCHEDULE Section of this RFP.

Vendors will enter “**19-RFP-2063949214-RMT– Questions**” as the subject of the message. Question submittals should include a reference to the applicable RFP 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 RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

## 2.6 PROPOSAL SUBMITTAL

**IMPORTANT NOTE: This is an absolute requirement.** Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its proposal has been received as described in this RFP 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 proposals for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

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

### Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
5. **Only Proposals 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 proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

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

## 2.7 PROPOSAL CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this RFP 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.

Vendor shall include the following items and attachments in the Sourcing Tool:

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

## 2.8 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: “Alternate Proposal #19-RFP-2063949214-RMT [for ‘name of Vendor’]”. Each proposal must be for a specific set of Goods and Services and must include specific pricing. Each proposal must be complete and independent of other proposals offered. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Proposals in the Sourcing Tool.

## 2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP 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.

## 3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

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### 3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State’s best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

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

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

**3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

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

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

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

**3.3 PROPOSAL EVALUATION PROCESS**

Only responsive submissions will be evaluated.

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

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

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

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

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

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

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

### 3.4 EVALUATION CRITERIA

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

**BEST VALUE:** "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow the State to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

**EVALUTION METHOD:** Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to the State.

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to the State:

1. Project Organization (Section 5.4)
2. Vendor Technical Approach (Section 5.5)
3. Vendor Experience (Section 4.4)
4. Vendor References (Section 4.5)
5. Cost Proposal (Section 4.1 and Attachment A: Cost Proposal Form)

### 3.5 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

- i) Contract enforcement jurisdictional issues

### 3.6 INTERPRETATION OF TERMS AND PHRASES

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

## 4.0 REQUIREMENTS

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

### 4.1 PRICING

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

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

#### 4.1.1 Import Tariff Temporary Surcharge

Pricing shall be exclusive of any pending tariffs or temporary tariff surcharge. Vendor may request a temporary tariff surcharge in ATTACHMENT A: PRICING SUBMITTAL WORKBOOK as a charge separate from the contract price. Any temporary tariff surcharge(s) associated with purchases shall be provided by way of a percentage tariff surcharge. All tariff surcharges proposed are intended to be temporary and based on current tariff implications specific to related commodities with evidence of submitted documentation of affected MSRP products. Vendor understands that the agency may request additional justification. Any temporary tariff surcharge percentage will be negotiated and mutually agreed upon. The state is not obligated to accept any proposed import tariff surcharge. Proposed tariff surcharges may be used as a factor for evaluation and award.

### 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 contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State’s Historically Underutilized Business program by

meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

#### **4.4 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. References shall not be from the same company or from the solicitation State entity. In addition, Vendor shall provide references for and identify other government contracts it has received, for which your company has provided services of similar size and scope to those proposed herein. The State shall 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 shall be considered in the evaluation of the Proposal.

#### **4.6 BACKGROUND CHECKS**

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

#### **4.7 DEMONSTRATION**

The State reserves the right to require a demonstration of the proposed services offered in order to assess suitability of the offered services organization and approach for the intended use. Such demonstration shall be performed at Agency's facility or virtually by Vendor or his authorized representative before award of the contract, upon request by and without charge to the State. Failure of Vendor or his authorized representative to perform a satisfactory demonstration (if requested) in accordance with these requirements shall be a sufficient basis for rejection of the proposal. The results of such demonstration will be considered in the evaluation and award of a contract.

#### **4.8 PERSONNEL**

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor's 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.

#### **4.9 VENDOR'S REPRESENTATIONS**

If Vendor's Proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in

this solicitation are required for Vendor’s proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

**4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION**

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

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

**4.11 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS**

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

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

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

**4.12 SUBCONTRACTORS**

No portion of the work shall be subcontracted without prior written consent of the State. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish with their bid the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain solely and fully liable and responsible for the work done by its subcontractor(s) and shall assure compliance with all the requirements and specifications of the contract.

**4.13 SECRETRY OF STATE REGISTRATION**

Prior to entering into a contract with the State, the awarded Vendor(s) must complete registration with the NC Secretary of State. Upon notification of award, the selected Vendor(s) must furnish evidence of filing within 10 business days. Failure to provide this documentation may result in the disqualification of the Vendor(s) bid from further consideration for the award. No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.

A contract award under the above-referenced solicitation, and the resulting purchase orders, will produce repeated orders and transactions in North Carolina and will constitute “transacting business” in the State, which requires a certificate of authority from the North Carolina Secretary of State as provided in G.S. §55-15-01 (corporations) or §57D-7-01 (LLCs). Please go to: <https://www.sosnc.gov/> to register.

Vendor registered with the North Carolina Secretary of State: Yes  No

## 5.0 SPECIFICATIONS AND SCOPE OF WORK

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### 5.1 GENERAL

The Vendor shall provide a well-trained and supervised staff of personnel to work in tandem with NCEM representatives to provide applicants with valuable disaster support assistance and information. Vendor shall provide complete and accurate invoices to each respective program from which funding reimbursement is requested.

### 5.2 SCOPE OF WORK

The Vendor responsibilities shall include, but are not limited to the following:

#### 1. Pre-Declaration

- Educate potential applicants on the Federal Public Assistance Program
- Perform preliminary damage assessments with FEMA
- Assist with the creation of Standard Operating Guidelines (such as payment processes, and grants portal usage)

#### 2. Training:

- Prepare and Train Local Governments to conduct preliminary assessments
- Provide Training to PA State Staff on Preliminary Damage Assessments
- Provide Training FEMA PA Model and Database usage
- Provide Training for Project Close-Outs
- Provide Training for more complete understanding of Alternate, Alternative, and Improved Projects
- Provide Training for identifying Hazard Mitigation opportunities
- Provide Training for IA State Staff for Disaster Case Management, Preliminary Damage Assessments
- Provide Training to County or Field Staff regarding survivor sensitivity, data collection and PII laws and regulations
- Provide Training for Civilian Preparedness (whenever requested)

#### 3. Recovery Operation:

- Participate in and conduct applicant briefings
- Assist applicant with submission of Request for Public Assistance form into the Public Assistance Grant Portal
- Partner with the State/FEMA personnel with site inspections
- Provide applicant eligibility guidance
- Provide specialists to perform under the Public Assistance Program as needed
- Prepare, with the State, FEMA and applicant, scope of work and cost estimates for small project certification
- Validate applicant's small projects
- Prepare, with the State, FEMA and the applicant, scopes of work and cost estimates for large projects certification
- Submit to State, FEMA design and construction schedules for large projects
- Work as an advocate of the applicant and immediately bring to the attention of the State any misunderstandings or problems an applicant may have involving any aspects of eligibility, funding, or the program in general

- Work with State, FEMA and the applicant to resolve any misunderstanding referenced above
- Submit to the State applicant's request for time extensions beyond those stated above
- Consult applicant on requests for improved project status
- Consult applicant on requests for alternate projects
- Review and make recommendations to the State on applicant's appeal
- Review and make recommendations to the State on applicant's request for cost over-run
- Advise the applicant of hazard mitigation opportunities
- Participate in and conduct community relations functions and outreach
- Receive and resolve requests for individual assistance from applicants
- Partner with FEMA personnel to assist survivors
- Provide survivors eligibility guidance
- Work as an advocate of survivors and immediately bring to the attention of FEMA any misunderstandings or problems an applicant may have involving any aspect of eligibility, funding, or the programs in general
- Submit to FEMA applicant request for time extension beyond those stated above
- Consult with applicants requesting assistance and provide assistance to the National Flood Insurance Program
- Review and make recommendations to FEMA concerning applicants' appeals
- Provide assistance related to all aspects of temporary housing programs and/or home repair programs, disaster unemployment programs and coordinate legal assistance program

**4. Reporting and Closeouts:**

- Validate and document completion of all small projects
- Perform routine and final inspections of all large projects, certify completion, and submit final cost accounting to State
- Make recommendations for interim disbursements and final reconciliations
- Assist the State and applicants in formulating appeals to FEMA
- Provide technical assistance for database administration that facilitates project tracking and quarterly reporting to FEMA for the State
- Work with the State and FEMA to close out the public assistance grant after all applications have been closed
- Vendor shall provide complete and accurate invoices to each respective program from which funding reimbursement is requested

**5. Financial Service:**

- The Fiscal Technician shall process all North Carolina Emergency Management disaster-related financial assistance applications, claims, and payments in accordance with North Carolina policy and procedures, including any subsequent updates, changes, or amendments.
- Fiscal Technician shall issue accurate and timely payments to the individuals, vendors, businesses, and other entities.
- Fiscal Technician shall maintain accounting records as required.

For each Disbursement made as directed by the Agency:

- The date the approved claim voucher and supporting documentation were received from the Agency.
  - The name of the authorized Contractor staff approving payment.
  - The name and mailing address of the payee.
  - The amount of the Disbursement.
  - The check number or other unique identifier for the Disbursement.
- **Running balances for:**
    - The cumulative amount of Disbursements issued.
    - The cumulative amount of returned Disbursements reissued.
    - The cumulative amount of all Disbursements canceled for any reason.
    - The available funds that are not encumbered.
    - The available funds allocated for Disbursements not yet processed (including outstanding checks).
  - The Fiscal Technician shall Disburse funds as authorized by the Agency. The Fiscal Technician shall maintain 100% accurate accounting of funds received from the Agency and Disbursed monthly.
  - Accounting Technician
    - Performs general accounting functions using established systems and procedures.
    - Works within a grant administration team to conduct day-to-day 2 C.F.R. Part 200 and other federal funding requirements compliance procedures.
    - Responsibilities include coding and data entry.

d) NCEM reserves the right to have the Vendor remove individual contract staff at will, if not complying with the contract requirements. Vendor will be responsible for immediately providing new contract individual in place of the one removed, if such is necessary to satisfactorily continue the work required herein.

i. **Schedule:** Time is of the essence for performance of this Contract. The Vendor agrees and understands that the services covered by this Contract shall be available within 24-72 hours during times of emergencies and disasters. NCEM reserves the right, to acquire any part or all of the services offered by the Vendor under this Contract for any period as needed without penalty. NCEM also reserves the right, if necessary, to acquire part or all of the services offered by the Vendor under this Contract from other available sources as deemed necessary in the best interest of the State to meet the recovery needs.

ii. **NCEM Approvals:** The NCEM Public Assistance and Individual Assistance Program Managers shall be the primary contact and responsible for supervision of this work assignment. The Public Assistance and Individual Assistance Managers shall conduct evaluation of all Vendor work, product and performance based on thoroughness and completion of contactor requirements cited above.

iii. **Compensation Units of Reimbursement:** This contract will be measured and bid at a daily rate per position. That includes salary and Vendor’s provision of their equipment and supplies and should be invoiced accordingly.

**5.3 TASKS/DELIVERABLES**

- a) The Vendor shall demonstrate the availability of adequate resources to fulfill the responsibilities listed in the scope of work even if holding existing contracts with other states or organizations.
- b) The Vendor shall include trained staff with experience in the local, state, and federal regulatory process. The Vendor’s staff shall arrive with the proper equipment and supplies to include a personal laptop, digital camera, cell phone, GPS, car and other supplies depending on assignment.

- c) The Vendor’s staff shall be prepared to work in an austere environment immediately following a disaster to provide services to disaster survivors.

### 5.4 PROJECT ORGANIZATION

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

### 5.5 TECHNICAL APPROACH

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

## 6.0 CONTRACT ADMINISTRATION

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

NCEM Public Assistance Manager	
Name:	Jenine Stevenson
Email:	<a href="mailto:Jenine.stevenson@ncdps.gov">Jenine.stevenson@ncdps.gov</a>

NCEM Individual Assistance Manager	
Name:	Michele Harrison
Email:	<a href="mailto:michele.harrison@ncdps.gov">michele.harrison@ncdps.gov</a>

### 6.1 CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a customer service point of contact. The customer service contact shall be the State’s point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

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

### 6.2 INVOICES

Vendor shall invoice the Procurement Entity. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Procurement Entity with an invoice for each order. Invoices shall include detailed information to allow Procurement Entity to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

1. Each PO must have its own invoice.
2. PO number must be on all invoices.
3. Invoices line items must be formatted to match PO.
4. Invoices with errors or missing items will be delayed for processing.

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

### **6.3 POST AWARD BUSINESS REVIEW MEETINGS**

The Vendor, at the request of the State, shall be required to meet periodically with the State for Business 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.

### **6.4 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.

### **6.5 PERIODIC WEEKLY REPORTS**

The Vendor shall be required to provide Management Reports to the designated Contract Manager on a weekly basis. This report shall include, at a minimum, information concerning but not limited to, accomplished tasks, forecasted operational milestones, and current or anticipated concerns as it pertains to the operational requirements of the organization. These reports may be modified to meet the requirements of the State. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by the Procurement Entity. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Within fifteen (15) business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated Contract Manager for approval.

### **6.6 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 Manager.

### **6.7 FAITHFUL PERFORMANCE**

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

The parties agree that calculation of actual damages resulting from failure to meet the following performance standards is extremely difficult, if not impossible, to calculate accurately, and the parties also agree that the compensation identified for such failures are a reasonable estimate of damages resulting from a failure to meet the performance standard described.

The parties agree that the Vendor shall be subject to the following faithful performance requirements: 1. Fully compliant completion of the Scope of Work per contract specifications. 2. Completion of the projects within the agreed timeline.

Therefore, the parties agree that the Vendor shall be subject to amounts due as liquidated damages, but not as a penalty, for each such failure, as follows:

Should Vendor not meet these Faithful Performance items, then NCEM shall assess Liquidated Damages of \$250 a day until Faithful Performance has been met. Liquidated Damages shall be deducted from any future payments and/or directly billed to Vendor. For every item listed in Section 5.2: Scope of Work, Tasks/Deliverables, NCEM can assess Liquidated Damages of \$200 per day per deliverable.

Notwithstanding any other provision herein, liquidated damages shall not be subject to a limitation on damages or limit of liability for damages that otherwise may be applicable to recoverable damages.

If the State elects not to impose liquidated damages in a particular instance, this decision shall not be construed as a waiver of the State's right to pursue future assessment of performance standards and associated liquidated damages; nor construed to limit any additional remedies available to the State.

### **6.8 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 four (4) 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.

### **6.9 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.

### **6.10 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 made through the contract administrator.

### **6.11 ATTACHMENTS**

All attachments to this RFP 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>

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

**ATTACHMENT A: COST PROPOSAL**

List below the position/title of personnel to be assigned to this project and daily rate. This contract will be measured and bid at a daily rate per position. That includes salary and Vendor’s provision of their equipment and supplies and should be invoiced accordingly. All travel reimbursement will be based on the State’s in-state per diem rate and policy. The daily rates in the cost proposal will include food, vehicle mileage, and lodging; this should be invoiced separately. Cost shall be tracked and accounted directly to specific projects unless prior approval has been granted from either the State’s Public Assistance or Individual Assistance Program Manager:

POSITION/TITLE	DAILY RATE (8 hours)
Principal _____	\$ _____
Program Coordinator _____	\$ _____
Technical Advisor _____	\$ _____
Quality Assurance _____	\$ _____
Team Leader _____	\$ _____
Grant Manager _____	\$ _____
Grant Manager _____	\$ _____
Grant Manager _____	\$ _____
Grant Manager _____	\$ _____
Grant Manager _____	\$ _____
<b>TOTAL</b>	\$ _____

List below unit cost for each training class:

Class Title	Cost
Title: _____	\$ _____
Title: _____	\$ _____
Title: _____	\$ _____
<b>TOTAL</b>	\$ _____

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## **ATTACHMENT B: INSTRUCTIONS TO VENDORS**

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

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

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## **ATTACHMENT C: 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/north-carolina-general-terms-and-conditions-5-2025/open>

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**ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**

Solicitation #: \_\_\_\_\_

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

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

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

The Vendor shall respond to questions below, as applicable.

**PART I: HUB CERTIFICATION**

Is Vendor a NC-certified HUB entity?  Yes  No

*If yes, provide Vendor #: \_\_\_\_\_*

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

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

**PART II: PROCUREMENT OF GOODS - SUPPLIERS**

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

*If yes, then provide the following information:*

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

**PART III: PROCUREMENT OF SERVICES - SUBCONTRACTORS**

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

If yes, then provide the following information:

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

**Need more information?**

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

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

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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?

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**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