

STATE OF NORTH CAROLINA

DEPARTMENT OF PUBLIC SAFETY

Request for Proposal #: 19-RFP-1285132248-PTW

NC Emergency Management Shelter Staffing

Date of Issue: October 14, 2024

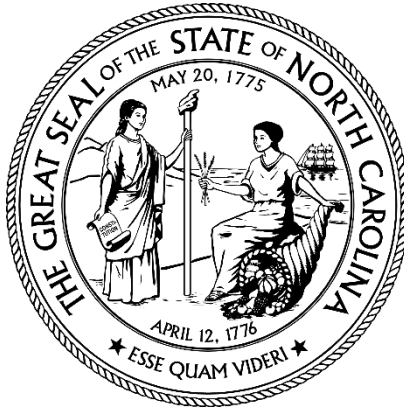
Proposal Opening Date: November 5, 2024

At 2:00 PM ET

Direct all inquiries concerning this RFP to:

Tim Pendergrass

Procurement Specialist III



STATE OF NORTH CAROLINA

Request for Proposal

19-RFP-1285132248-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.**

Vendor Name

Vendor eVP#

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

STATE OF NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY	
Refer <u>ALL</u> Inquiries regarding this RFP to the procurement lead through the Message Board in the Sourcing Tool. See section 2.6 for details:	Request for Proposal #: 19-RFP-1285132248-PTW
	Proposals will be publicly opened: November 5, 2024, at 2:00pm, ET Meeting ID: 286 640 945 076 Passcode: SCecpD
Using Agency: NCDPS: NC Emergency Management	Commodity No. and Description: 801615 Shelter Support Services
Requisition No.: RQ148102	

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.

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-RFP-1285132248-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 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>FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on</p> <p>The attached certification, by _____.</p> <p style="text-align: center;">(Authorized Representative of NC Department of Public Safety)</p>

Contents

1.0	PURPOSE AND BACKGROUND	5
1.1	CONTRACT TERM.....	5
2.0	GENERAL INFORMATION.....	5
2.1	REQUEST FOR PROPOSAL DOCUMENT	5
2.2	E-PROCUREMENT FEE	5
2.3	NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS	5
2.4	RFP SCHEDULE	6
2.5	PROPOSAL QUESTIONS	6
2.6	PROPOSAL SUBMITTAL	7
2.7	PROPOSAL CONTENTS	7
2.8	ALTERNATE PROPOSALS	8
2.9	DEFINITIONS, ACRONYMS, AND ABBREVIATIONS.....	8
3.0	METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS.....	9
3.1	METHOD OF AWARD.....	9
3.2	CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION.....	9
3.3	PROPOSAL EVALUATION PROCESS.....	10
3.4	EVALUATION CRITERIA	10
3.5	PERFORMANCE OUTSIDE THE UNITED STATES	11
3.6	INTERPRETATION OF TERMS AND PHRASES.....	11
4.0	REQUIREMENTS	11
4.1	SUPPORT QUESTIONNAIRE AND EMERGENCY CONTACT.....	11
4.2	PRICING.....	12
4.3	INVOICES.....	12
4.4	FINANCIAL STABILITY	13
4.5	HUB PARTICIPATION	13
4.6	VENDOR EXPERIENCE.....	13
4.7	REFERENCES	13
4.8	BACKGROUND CHECKS.....	13
4.9	PERSONNEL.....	13
4.10	VENDOR’S REPRESENTATIONS	14
5.0	SPECIFICATIONS AND SCOPE OF WORK	14
5.1	GENERAL	14
5.2	TASKS/DELIVERABLES	14

5.3 POSITION DESCRIPTION.....15

i. Incident Commander15

5.4 PROJECT ORGANIZATION.....17

5.5 TECHNICAL APPROACH17

6.0 CONTRACT ADMINISTRATION.....17

6.1 CONTRACT MANAGER.....18

6.2 POST AWARD PROJECT REVIEW MEETINGS18

6.3 CONTINUOUS IMPROVEMENT.....18

6.4 PERIODIC STATUS REPORTS18

6.5 ACCEPTANCE OF WORK18

6.6 TRANSITION ASSISTANCE19

6.7 DISPUTE RESOLUTION19

6.8 CONTRACT CHANGES19

6.9 ATTACHMENTS.....19

ATTACHMENT B: INSTRUCTIONS TO VENDORS21

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS21

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION22

ATTACHMENT E: CUSTOMER REFERENCE FORM24

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR25

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION26

**ATTACHMENT H: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, & COOPERATIVE
AGREEMENTS27**

1.0 PURPOSE AND BACKGROUND

The North Carolina Department of Public Safety, Division of Emergency Management (NCEM) is soliciting proposals to acquire the services of a qualified Vendor(s) to provide trained shelter management and general shelter support staff. Shelter management and general support staff shall provide assistance in all areas of shelter management as required to include but not limited to Incident Command and Management, Logistics, and Supply, Planning and Situation Reporting, and Operations. The Shelter Staff may be required to perform their assignments at the State Emergency Operations Center (SEOC), in State-Coordinated Shelters, or in other areas as assigned.

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

1.1 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 activation.

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

2.2 E-PROCUREMENT FEE

ATTENTION: 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 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

Proposal Number: 19-RFP-1285132248-PTW

Vendor: _____

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	October 14, 2024
Submit Written Questions	Vendor	October 29, 2024, by 2:00pm, ET
Provide Response to Questions	State	October 30, 2024
Submit Proposals	Vendor	<p>November 5, 2024, by 2:00pm, ET</p> <p>Microsoft Teams Need help?</p> <p>Join the meeting now</p> <p>Meeting ID: 286 640 945 076</p> <p>Passcode: SCecpD</p> <hr/> <p>Dial in by phone</p> <p>+1 984-204-1487,,996334679# United States, Raleigh</p> <p>Find a local number</p> <p>Phone conference ID: 996 334 679#</p> <p>Join on a video conferencing device</p> <p>Tenant key: ncgov@m.webex.com</p> <p>Video ID: 112 401 424 9</p>
Contract Award	State	To be determined

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 “**RFP #: 19-RFP-1285132248-PTW – 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.

Proposal Number: 19-RFP-1285132248-PTW

Vendor: _____

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

Proposal Number: 19-RFP-1285132248-PTW

Vendor: _____

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: 4.1 Support Questionnaire and Emergency Contact, 6.1 Contract Manager
- f) Completed version of ATTACHMENT A: PRICING FORM
- g) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- k) Completed and signed version of ATTACHMENT H: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

2.8 ALTERNATE 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. 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.

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

- 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. AMENDMENT: a document issued to supplement the original solicitation document.
- 3. BAFO: Best and Final Offer, submitted by a Vendor to alter its initial bid, made in response to a request by the issuing agency.
- 4. 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.
- 5. 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.
- 6. DPS: Department of Public Safety
- 7. MAY: Denotes that which is permissible, not mandatory.

8. 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.
9. PREA: Prison Rape Elimination Act: The Prison Rape Elimination Act of 2003 was enacted by Congress to address the problem of sexual abuse and sexual harassment of persons in the custody of U.S. correctional agencies. The Act applies to all public and private institutions that house inmates, juveniles, and is also relevant to community-based agencies.
10. 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 the RFP.
11. REDACTED: edited copy of the Vendors proposal response with Proprietary and/or Confidential information excluded/removed.
12. SERVICES or SERVICE DELIVERABLES: The tasks and duties undertaken by the Vendor to Fulfill the requirements and specifications of this solicitation.
13. SHALL or MUST: Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of the proposal.
14. SHOULD: Denotes that which is recommended, not mandatory.
15. UN-REDACTED: copy of the Vendors proposal response unedited including all confidential and/or proprietary information

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

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

While the intent of this RFP is to award a Contract(s) to a 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 purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

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

for this RFP or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided 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.

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.

EVALUATION 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. Cover Letter
2. Vendor Technical Approach
3. Vendor Qualifications
4. Vendor Experience (References)
5. Pricing

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

3.6 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

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

4.1 SUPPORT QUESTIONNAIRE AND EMERGENCY CONTACT

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

NCEM QUESTIONS	VENDOR RESPONSE
Indicate normal hours of operations.	
Provide Support 24/7/365?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Response Time from Order Placement to Shipment?	

Are you willing to furnish and deliver outside of your normal hours of operation?		
If the answer is yes, state, and additional charges.		\$
ADDITIONAL AGENCY QUESTIONS		VENDOR RESPONSE
Projected Response time - Initial		
Projected Response time for additional support personnel		<input type="checkbox"/> YES <input type="checkbox"/> NO
24 Hour Emergency and Contract Administration Contact Information		
Provide at least one 24/7 emergency contact by which orders can be placed	Name	
	Main Phone Number	
	Office Phone Number	
	Mobile Phone Number	
	Email Address	
Provide the contact for the vendor contract administrator	Name	
	Main Phone Number	
	Office Phone Number	
	Mobile Phone Number	
	Email Address	

4.2 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.

Vendor shall offer a firm fixed price, all inclusive of:

Administrative overhead

Personnel cost (including hourly rates and total hours)

Subcontractor Costs (if any)

Other Costs

TOTAL COST A total not to exceed cost representing the maximum amount for all work to be performed must be clearly indicated under this heading.

4.3 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow Purchasing Agency 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.

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

4.4 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.

4.5 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this 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.

4.6 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.

4.7 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.

4.8 BACKGROUND CHECKS

Any personnel or agent of Vendor performing Services under any Contract arising from this RFP may be required to undergo a A letter on company letterhead is not acceptable proof in itself but can be used to further clarify information on the criminal background check submitted. All documentation shall be submitted at the same time. Submit documents which are clear and legible.

4.9 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.

4.10 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.

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

The Vendor shall provide a well-trained and supervised staff to personnel to work in shelter teams at the State Emergency Operations Center (SEOC), in State- coordinated shelters throughout the State of North Carolina, or other areas assigned.

5.2 TASKS/DELIVERABLES

The North Carolina Department of Public Safety, Division of Emergency Management (NCEM) is soliciting proposals to acquire the services of a qualified Vendor(s) to provide trained shelter management and general shelter support staff. Shelter management and general support staff will provide assistance in all areas of shelter management as required to include but not limited to Incident Command and Management, Logistics and Supply, Planning and Situation Reporting, and Operations.

The Shelter Staff may be required to perform their assignments at the State Emergency Operations Center (SEOC), in State-Coordinated Shelters, or in other areas as assigned. Staff may be required to set-up and disassemble cots, tables, chairs, wheelchairs, and various other items and equipment. Staff may be required to lift a minimum of 50lbs without assistance and 100lbs with assistance. Additionally, some staff members should be able to operate dollies, hand carts, and pallet jacks. Shelter staff may be asked to utilize MS Office and/or various other Web interface programs.

When services are required and notification completed, awarded Vendor (s) shall:

1. **Provide requested personnel to any requested North Carolina shelter or site within 48 hours of contract activation. Personnel may be required to respond on weekends and/or holidays.**
 - a. Provide scalable response personnel
 - i. Multiple shelter teams to support general population shelters with capacities of up to 2000+ people for up to 5+ shelters across the State.
2. **Provide proof of COVID-19 and other pertinent vaccines for all provided staff.**
3. **Provide a 24-hour point of contact throughout the activation of the contract**
4. **Provide staffing adequate for two 12-hour operational periods per day.**
5. **Provide a staffing coordinator/liaison to the SEOC. Responsible to the Human Services Branch Manager and/or the Human Services Coordinator.**
6. **The Vendor shall provide staffing for an initial period of 7 days, with the option to extend weekly until the completion of the shelter event or other staffing resources are secured.**
7. **Chargeable fees for personnel, equipment and associated supplies cannot exceed the FEMA per item fee guidelines.**

8. Participation by the Vendor in telephone conference calls to coordinate with NCEM project manager as needed.

9. Training and Documentation

- a. All provided personnel must have completed training appropriate for their position to include:
 - i. Shelter Incident Command Staff and Section Chief positions: IS 100, 200, 300, 700, 800 are required.
 - ii. ICS course 400 is preferred, however not required.
 - iii. Shelter Manager position: Shelter Manager and Shelter Fundamentals (provided by the American Red Cross)
 - iv. Shelter General Worker position: Shelter Fundamentals (provided by the American Red Cross)
- b. Proof of training must be readily available and provided upon request and/or required prior to or upon arrival of event deployment

10. Vendor shall develop an Initial Presentation and Post Evaluation report as follows:

- a. Onset of contract initiation
 - i. An overview briefing and demonstration to NCEM executive managers to include the Director, Dep. Director, Operations, Logistics, Plans, Finance, and other staff deemed necessary.
- b. Post event evaluation
 - i. An overview briefing and draft documentation of any finding or suggested area for improvement with formal report submitted no later than 30 days of evaluation/augmentation

NOTE: The Vendor shall provide electronic and hard copies of the presentations to NCEM including all handouts.

NCEM reserves the right to remove from duty or reassign any Vendor personnel under this contract with 24-hour notice to the Vendor.

11. All services and deliverables needed to complete the assigned project shall be delivered to the following address unless otherwise specified:

- a. State Emergency Operations Center (SEOC)
- b. Other locations as required

5.3 POSITION DESCRIPTION

These positions descriptions are based on North Carolina’s State-coordinated Sheltering Concept of Operations. Specific numbers are not outlines, as team breakdown and required staffing numbers will vary by event and Vendor’s team composition. Vendors shall compile their teams based on meeting each of these functional needs within the designated shelter size.

i. Incident Commander

- Provide overall management of the State Operated Shelter.
- Ensure on-site safety at State Operated Shelter.
- Set priorities and determine incident objectives and strategies to be followed.
- Establish the ICS organization needed to manage the shelter, including assigning staff as required to support incident command functions and approving additional staffing requests as needed.
- Approve and implement the Incident Action Plan (IAP).
- Approve resource requests and the release of resources in collaboration with the SOS Coordinator and with guidance from the SOS Operations Section Chief and SOS Logistics Section Chief.
- Integrate command functions with supporting organizations in a Unified Command.
- Ensure after-action reports are completed.
- Authorize information release to the media.
- Order demobilization as needed.

ii. Public Information Officer Responsibilities

Determine, according to direction from the SOS IC, SOS Operations Section Chief, Human Services Branch Manager, and NCEOC JIC, any limits by event and Vendor’s team composition.

Vendors shall compile their teams based on meeting each of these functional needs within the designated shelter size.

- Determine, according to direction from the SOS IC, SOS Operations Section Chief, Human Services Branch Manager, and NCEOC JIC, any limits on information release.
- Develop accurate, accessible, and timely information for use in press/media briefings.
- Obtain IC's approval of media briefings.
- Conduct periodic media briefings.
- Arrange for tours and other interviews or briefings that may be required including unannounced media/elected official visits to the shelter.
- Participate in planning meetings.

iii. Safety Officer Responsibilities

- Identify and mitigate hazardous situations at State Operated Shelter site.
- Ensure safety messages and briefings are made.
- Exercise emergency authority to stop and prevent unsafe acts.
- Review the Incident Action Plan for safety implications.
- Initiate preliminary investigation of accidents within the shelter.
- Participate in planning meetings.

iv. Liaison Officer Responsibilities

- Act as a point of contact for shelter teams.
- Maintain a list of assisting and cooperating vendors, sub-vendors and vendor representatives.
- Monitor incident operations to identify current or potential interorganizational problems.
- Participate in planning meetings, providing current resource status, including limitations and capabilities of shelter staffing and resources.
- Provide shelter-specific demobilization information and requirements.

v. Operations Section Chief Responsibilities

- Manage and oversee all tactical operations at the State Operated Shelter (including, but not limited to shelter operations, pet shelter operations, medical/triage, mental health, feeding, etc.)
- Assure safety of shelter operations.
- Develop and supervise the execution of the operations portion of the IAP.
- Request additional resources to support shelter operations.
- Organize, assign, and supervise all resources assigned to the shelter.
- Coordinate and communicate with incident command staff and organize managing the SOS.

vi. Planning Section Chief Responsibilities

- Provide planning services for the State-Coordinated Shelter.
- Collect, evaluate, and process situation and resource status information for use in developing action plans.
- Manage the gathering, analysis, and packaging of SOS data and information.
- Prepare required reports including IAPs and SITREPS
- Provide SITREPS to the SEOC
- Serve as the Resources Unit Leader for SOS staffing.
- Conduct and facilitate planning meetings.
- Lead shifts change briefings.
- Establish information requirements and reporting schedules.
- Report significant changes in incident status.
- Oversee preparation of the Demobilization Plan.

vii. Logistics Section Chief Responsibilities

- Manage shelter logistics through coordination with the SOS Incident Command Staff and SEOC.
- Provide required reports and Logistics input for the IAP.
- Identify anticipated and known shelter services and support requirements and request additional resources as needed.
- Oversee shelter staging areas additional deployed resources (i.e. shower trailers).
- Ensure and oversee the development of on-site Traffic Pan, as required.
- Oversee demobilization of the Logistics Section and associated resources.

viii. Resources Unit Leader

- Track the delivery of SOS resources and supplies, to include tracking personnel assigned to the shelter.
- Coordinate with other units to care for the maintain arriving, staged, and employed resources.

ix. Ground Support Unit Leader

- Manage all activities in the staging area, ensuring resources are organized and safely unloaded and stored.

x. Shelter Managers

- Serve as a Sheltering Lead at a shelter facility.
- Supervise workers in assigned location including setting schedules, days off, and daily job assignment.
- Ensure that all personnel follow current sheltering standards, procedures, and job tools while performing all tasks.
- Ensure that Sheltering services are appropriate for all clients.
- Participate in strategic planning for service delivery.
- Communicating and collaborating effectively with individuals at all levels of the operation.
- Ensure accurate reporting from all workers and complete and submit accurate daily reports.

xi. Shelter General Workers

- Serve as a shelter worker. Roles may include work in reception, registration, feeding dormitory, information, or other areas within a shelter.
- Meet disaster-caused sheltering needs of individuals, families, and communities.
- Provide services that are accessible and equitable to all clients.
- Maintain clear communication and collaboration with supervisor and peers.
- Provide accurate reporting of sheltering activity as assigned.

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.

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).

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 POST AWARD PROJECT REVIEW MEETINGS

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

6.3 CONTINUOUS IMPROVEMENT

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

6.4 PERIODIC STATUS REPORTS

The Vendor shall be required to provide Management Reports to the designated Contract Administrator 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 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>

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ATTACHMENT A: PRICING FORM

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

Item #	Description	Cost		
		Hourly	Daily	Flat Rate
1	Administrative	\$	\$	\$
2	Mobilization (includes site stand-up)	\$	\$	\$
3	Office Supplies	\$	\$	\$
4	Operational Supplies	\$	\$	\$
5	Demobilization (includes site teardown/repack)	\$	\$	\$
6	Per Diem Rate (Lodging/Meals/Ravel)	\$	\$	\$
Personnel costs (including hourly rates and total hours)				
7	Incident Commander	\$	\$	\$
8	Public Information Officer	\$	\$	\$
9	Safety Officer	\$	\$	\$
10	Liaison Officer	\$	\$	\$
11	Operations Section Chief	\$	\$	\$
12	Planning Section Chief	\$	\$	\$
13	Logistics Section Chief	\$	\$	\$
14	Resources Unit Leader	\$	\$	\$
15	Ground Support Unit Leader	\$	\$	\$
16	Shelters Managers	\$	\$	\$
17	Shelter General Workers	\$	\$	\$

Note: Additional cost proposals may be submitted with this contract. Any additional costs must be approved by NCEM in writing (email) prior to obligation, procurement, or employment. Additionally, any deviations that results in obligation of additional costs shall be approved in writing by NCEM.

ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

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

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

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

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

The remainder of this page is intentionally left blank.

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Solicitation #: _____

Vendor Name: _____

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

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

The Vendor shall respond to questions below, as applicable.

PART I: HUB CERTIFICATION

Is Vendor a NC-certified HUB entity? Yes No

If yes, provide Vendor #: _____

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

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

PART II: PROCUREMENT OF GOODS - SUPPLIERS

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

If yes, then provide the following information:

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

PART III: PROCUREMENT OF SERVICES - SUBCONTRACTORS

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

If yes, then provide the following information:

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

Need more information?

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

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

ATTACHMENT E: CUSTOMER REFERENCE FORM

Solicitation #: _____

Vendor Name: _____

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

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

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

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

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Solicitation #: _____

Vendor Name: _____

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

Vendor shall complete items 1 and 2 below.

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

If "YES":

- a) List the location(s) outside of the United States where work under the Contract will be performed by the Vendor, any subcontractors, employees, or any other persons performing work under the Contract.
- b) Specify the manner in which the resources or workers will be utilized:

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

NOTES:

- 1. The State will evaluate the additional risks, costs, and other factors associated with the utilization of workers outside of the United States prior to making an award.
- 2. Vendor shall provide notice in writing to the State of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under the Contract to a location outside of the United States.
- 3. All Vendor or subcontractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall disclose** to inbound callers the location from which the call or contact center services are being provided.

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Solicitation #: _____

Name of Vendor: _____

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

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

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

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

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

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

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

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

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

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



Signature Date

Printed Name Title

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

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

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

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

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

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

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

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

Signature of Vendor's Authorized Official

Name and Title of Vendor's Authorized Official

Date