



STATE OF NORTH CAROLINA

Department of Agriculture and Consumer Services

Request for Proposal #: 10-RFP-1462275404-SMD

Poultry Facilities Mortality Clean-Up and Disposal Services

Date of Issue: March 21, 2025

Proposal Opening Date: April 09, 2025

At 02:00 PM ET

Direct all inquiries concerning this RFP to:

Sally Duncan

Procurement Specialist III

Email: sally.duncan@ncagr.gov

Phone: 919-707-3128



STATE OF NORTH CAROLINA

Request for Proposal

10-RFP-1462275404-SMD

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 Division of Department of Agriculture and Consumer Services	
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:	Request for Proposal #: 10-RFP-1462275404-SMD Proposals will be publicly opened: April 09, 2025, At 02:00 PM ET Microsoft Teams Need help? Join the meeting now Meeting ID: 245 928 080 21 Passcode: fn3xq3r9
	Dial in by phone +1 984-204-1487,,759171973# United States, Raleigh Find a local number Phone conference ID: 759 171 973# Join on a video conferencing device Tenant key: ncgov@m.webex.com Video ID: 111 640 987 4 More info For organizers: Meeting options Reset dial-in PIN
Using Agency: NCDAS&CS - Emergency Services Requisition No.: RQ147413	Commodity No. and Description: 761216 - Nonhazardous waste disposal

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:
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 one-hundred twenty (120) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this 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 the North Carolina Department of Agriculture and Consumer Services)</p>

Contents

- 1.0 PURPOSE AND BACKGROUND4
- 1.1 CONTRACT TERM4
- 2.0 GENERAL INFORMATION4
- 2.1 REQUEST FOR PROPOSAL DOCUMENT4
- 2.2 E-PROCUREMENT FEE4
- 2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS4
- 2.4 RFP SCHEDULE5
- 2.5 PROPOSAL QUESTIONS5
- 2.6 PROPOSAL SUBMITTAL6
- 2.7 PROPOSAL CONTENTS.....7
- 2.8 ALTERNATE PROPOSALS7
- 2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS7
- 3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS8
- 3.1 METHOD OF AWARD.....8
- 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION8
- 3.3 PROPOSAL EVALUATION PROCESS.....8
- 3.4 EVALUATION CRITERIA.....9
- 3.5 PERFORMANCE OUTSIDE THE UNITED STATES.....9
- 3.6 INTERPRETATION OF TERMS AND PHRASES10
- 4.0 REQUIREMENTS10
- 4.1 PRICING10
- 4.2 INVOICES10
- 4.3 FINANCIAL STABILITY10
- 4.4 HUB PARTICIPATION11
- 4.5 VENDOR EXPERIENCE11
- 4.6 REFERENCES11
- 4.7 BACKGROUND CHECKS11
- 4.8 PERSONNEL11
- 4.9 VENDOR’S REPRESENTATIONS12
- 4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION12
- 5.0 SCOPE OF WORK.....12
- 5.1 GENERAL12
- 5.2 TASKS/DELIVERABLES.....13
- 5.3 PROJECT ORGANIZATION14
- 5.4 TECHNICAL APPROACH14
- 6.0 CONTRACT ADMINISTRATION14
- 6.1 CONTRACT MANAGER AND CUSTOMER SERVICE.....15
- 6.2 CONTINUOUS IMPROVEMENT15
- 6.3 PERIODIC STATUS REPORTS15
- 6.4 ACCEPTANCE OF WORK16
- 6.5 TRANSITION ASSISTANCE.....16
- 6.6 DISPUTE RESOLUTION16
- 6.7 CONTRACT CHANGES16
- 6.8 ATTACHMENTS.....16
- 7.0 ATTACHMENT A: PRICING FORM17

1.0 PURPOSE AND BACKGROUND

The purpose of this Request for Proposal (RFP) is to obtain pricing and procure services for the removal, handling, and transport of poultry mortality and waste materials in response to natural disasters. The services will include, at a minimum, carcass and litter extraction from poultry facilities impacted by a weather event, transport and delivery of removed debris to landfill or other designated disposal site, carbon material handling for composting litter and mortalities, compost windrow construction under established United States Department of Agriculture (USDA) guidelines, and equipment and operators for these response operations.

These resources and services are essential to abate the potential threat to public health and safety as well as to mitigate any environmental impact as a result of an extensive mortality event stemming from a natural 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 (the "Effective Date").

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than sixty (60) days before the end of the Contract's then-current term. In addition, the State reserves the right to extend a contract term after the last active term.

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 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	March 21, 2025
Submit Written Questions	Vendor	April 01, 2025, At 02:00 PM ET
Provide Response to Questions	State	April 03, 2025, At 02:00 PM ET
Submit Proposals	Vendor	April 09, 2025, At 02:00 PM ET Microsoft Teams Need help? Join the meeting now Meeting ID: 245 928 080 21 Passcode: fn3xq3r9
		Dial in by phone +1 984-204-1487,,759171973# United States, Raleigh Find a local number Phone conference ID: 759 171 973# Join on a video conferencing device Tenant key: ncgov@m.webex.com Video ID: 111 640 987 4 More info For organizers: Meeting options Reset dial-in PIN
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 “**10-RFP-1462275404-SMD – 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) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- c) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- d) Vendor's Proposal addressing all Specifications of this RFP.
- e) Completed version of ATTACHMENT A: PRICING
- f) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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:

- a) **FEMA:** Federal Emergency Management Agency.
- b) **IMT:** The North Carolina Department of Agriculture and Consumer Services **Incident Management Team**.
- c) **INCIDENT RESPONSE:** The term incident response describes events of natural disasters requiring the services of Vendor as requested by NCDA&CS pursuant to this Contract.
- d) **NCDA&CS:** The North Carolina Department of Agriculture and Consumer Services.
- e) **PPE:** Personal protective equipment.
- f) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible vendor.
- g) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by Vendor to fulfill the requirements and specifications of this solicitation.
- h) **SME:** Subject Matter Expert.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

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

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

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.

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.

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. Vendor Experience and Past Performance in Animal Agriculture Emergency Response (Section 4.5)
2. References (Section 4.6)
3. Project Organization (Section 5.3)
4. Vendor Technical Approach (Section 5.4)
5. Pricing (Section 7.0 Attachment A: Pricing Form)

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

INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

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

4.1 PRICING

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 Section 7.0 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.

The price includes cleanout and removal of animal waste materials; onsite handling and movement of carbon material, animal waste materials, and mortality; and construction and maintenance of compost windrows. The price also includes all necessary equipment and operators required for cleanout, removal, windrow composting, and disposal operations of poultry facilities. The price further includes all support staff, non-equipment labor, personal protective equipment, supplies, lodging, per diem, administrative, and management costs.

4.2 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, Item Descriptions, Price, Quantity, and Unit of Measure.

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

4.3 FINANCIAL STABILITY

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

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

4.4 HUB PARTICIPATION

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

4.5 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate its own and its subcontractors' on-going and/or prior experience with animal agriculture emergency response to natural disasters, including litter removal, facility cleanout, carcass removal, disposal, and windrow composting. Vendor shall provide at least five (5) examples. Experience may include public or private sector clients, or both, with similar complexity as described in this RFP. NCDA&CS prefers Vendors with on-going and continual experience in animal agriculture with letter removal, facility cleanout, carcass removal, and disposal. Vendor's response to Section 4.5 shall be attached and submitted along with its Proposal in the form of a narrative and shall include a response to items 1-9 below.

Details in Vendor's responses shall include at a minimum the:

- 1) types of event(s) (flood, disease, etc.),
- 2) event dates (mm/dd/yyyy-mm/dd/yyyy),
- 3) types of farms (swine, poultry, etc.),
- 4) jurisdictional agency (USDA, FEMA, state agency, etc.),
- 5) site locations (city/state),
- 6) number of houses or barns,
- 7) number of animals,
- 8) description of work performed (carcass removal and disposal techniques), and
- 9) specific composting experience and methods used.

Vendors shall furnish documentary evidence, such as copies of contracts or letters of commitment, along with its Proposal that allows the State to verify Vendors' experience and any subcontractors experience and that it has the ability to and will provide cleanout crews with experience in the animal agriculture industry.

4.6 REFERENCES

Vendor shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State 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.

4.7 BACKGROUND CHECKS

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

4.8 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all 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

B. The Purchasing Agency has conducted a risk assessment and determined that certain default coverage provisions in the North Carolina General Terms and Conditions, paragraph entitled Insurance, should be increased from the minimums stated. Increased or additional insurance coverage amounts for this Solicitation are as follows. Coverages not changed here remain as stated in the General Terms and Conditions.

5.0 SCOPE OF WORK

5.1 GENERAL

Vendor shall provide equipment and services for the removal, handling, cleanout of animal agricultural facilities, windrow compost construction, and transport and disposal of animal waste materials and mortality in response to natural disasters. Vendor shall conduct all operations in a safe manner to protect employees, subcontractors, and the public and follow all applicable federal, state, and local laws and regulations.

The contractor would be notified by Emergency Programs after we have communicated with the farm owner and have agreed upon a plan on how to deal with the mortality.

We would want to notify the contractor as soon as possible but being able to start the work is dependent on many variables. Flood waters have to recede, roads have to be cleared, poultry houses have to be stabilized, basically we have to be able to safely access a property first. Then we have to discuss options with the farm owner. Bottom line is we would want to notify the contractor and have work started as soon as possible but that may be a day after the disaster or a week or more due to the many variables that have to be determined on a case-by-case basis.

The mortality may be composted inside the poultry house or outside of the poultry house or a combination of both. Usually, it will be in close proximity to the poultry house but that may not always be the case. Again, this must be determined on a case-by-case basis.

Services to be performed will, at minimum, include in response to natural disasters and as requested by NCDA&CS:

- a) Providing equipment and personnel for cleanout and removal of animal waste materials and mortality from impacted, potentially flooded, poultry facilities.
- b) Providing equipment and personnel for handling and movement of carbon materials, animal waste materials, and mortality.
- c) Providing equipment and personnel for compost windrow construction and maintenance at the direction of the IMT.
- d) Providing equipment and personnel for transport and disposal of animal waste materials and mortality not suitable for composting to locations, including but not limited to landfills and rendering plants, as specified by NCDA&CS; and
- e) Providing cleanout, removal, and disposal operations inside and outside of impacted poultry facilities of animal waste materials and mortality to restore the operational capability of impacted, potentially flooded and damaged, facilities and minimize environmental impacts.

All services performed shall be completed safely and in a workmanlike manner, without causing damage to facility.

“Off-site” is defined as being more than a quarter of a mile away from the poultry house.

For line item 5 (Section 7.0, Attachment A, Pricing Form on page 17,18 & 19), a standard workday during a response is a 12-hour shift. Examples of hauling conveyances include dump trucks, live-bottom trailers, and roll-off dumpster trucks or similar as approved by IMT.

Determinations of average litter depth and flooding in poultry houses will be established by the vendor providing composting SME services and approved by the IMT.

A flooded poultry house is defined as a poultry house impacted totally or partially by a flooding event, as determined by the composting SME.

5.2 TASKS/DELIVERABLES

Vendor shall, in response to natural disasters and as requested by NCDA&CS:

- a) Work under the direction of the IMT and coordinate with other contracted vendors to provide the cleanout and removal of animal waste materials and mortality from impacted, potentially flooded and damaged, poultry facilities to restore the operational capability of impacted facilities and minimize environmental impacts.
- b) Work under the direction of the IMT and coordinate with other contracted vendors to handle and move on-site carbon materials and mortality, construct windrows for indoor and outdoor composting, and maintenance of windrows.
- c) Work under the direction of the IMT and coordinate with other contracted vendors to transport removed materials to landfill, rendering plant, or other off-site composting location.
- d) Provide cleanout and removal crews and specialized equipment with operators in a timely manner as needed for cleanout and removal of animal waste materials and mortality from impacted, potentially flooded and damaged, poultry facilities as directed by the IMT.
- e) Provide cleanout and removal crews and specialized equipment with operators in a timely manner as needed for handling and movement of on-site carbon materials, animal waste materials and mortality, and construction and maintenance of windrows, on-site and off-site, as directed by the IMT.
- f) Provide cleanout and removal crews and specialized equipment with operators in a timely manner as needed for the transport of animal waste materials and mortality to landfill, rendering plant, or other off-site location for disposal, as directed by the IMT.
- g) Acquire and retain all documentation for delivery and disposal fees, such as landfill tipping fees, and submit to the IMT. NCDA&CS is responsible for payment of fees that may be charged by the landfill upon receipt of materials.
- h) Maintain required incident-specific biosecurity as specified by the IMT.

- i) Attend meetings, potentially daily, during incident responses, to receive direction and coordinate with the IMT and other contracted vendors as required by the IMT.
- j) Coordinate with the IMT to establish temporary, co-located office space(s) for base of operations for incident response vendors with the cost of the temporary space shared among the incident response vendors.

Vendor shall supply all necessary equipment needed to complete the work required herein. All such equipment shall remain Vendor’s property at the completion of this Contract. No equipment is to be furnished by the NCDA&CS to perform the required services covered by this Contract.

5.3 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.

5.4 TECHNICAL APPROACH

- I. 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 perform the work. This narrative shall include necessary management and support personnel, size and composition of operational cleanout and removal crews, and ability to scale according to size of the event.
- II. Vendor’s proposal shall describe their technical approach to accomplishing the tasks and deliverables outlined in this RFP. A description of each task and deliverable and the plan for accomplishing each shall be included. This narrative shall include, at minimum, detailed process descriptions of:
 - a) Performing work under the direction of the IMT and alongside other contracted vendors, including Composting SMEs and the Carbon Material Procurement and Delivery Vendor;
 - b) Removing carcasses and/or litter from flooded or damaged poultry facilities, including techniques and specific types of equipment to be used;
 - c) Windrow composting of the material from flooded or damaged poultry facilities, including techniques and specific types of equipment to be used;
 - d) Delivering material to a landfill or rendering facility, or other off-site location, including techniques and specific types of equipment to be used in loading, transporting, and off-loading; and
 - e) Cleaning and disinfection to address biosecurity for a non-disease event, including techniques and specific types of equipment to be used.

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.

Name:	Kelly Nilsson
Department:	Emergency Programs
Phone #:	919-707-3285
Email:	Kelly.nilsson@ncagr.gov

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

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

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

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

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

6.2 CONTINUOUS IMPROVEMENT

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

6.3 PERIODIC STATUS REPORTS

The Vendor shall submit a report to the NCD&CS IMT of work completed the previous day by noon of the following day. The State reserves the right to request additional summary reports upon request.

Each report shall contain, at a minimum, the following information:

- 1) Contractor’s Name.
- 2) Subcontractors’ Name (If applicable).
- 3) Report Date.
- 4) Type of work performed (assessment, construction, monitoring, etc.), locations, and SME assigned.
- 5) Type of work for the next day, locations, and SME assigned; and
- 6) Daily and cumulative totals of farms: assessed, in queue, with active response operations, in monitoring status, and completed.

These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by the Purchasing Agency. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Within five (5) 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 Lead for approval.

6.4 ACCEPTANCE OF WORK

Performance of the work 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.

In the event acceptance criteria for any work or deliverables is not described in contract documents or work orders hereunder, 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 requirements, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.5 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 three (3) 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.

6.6 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.

6.7 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.

6.8 ATTACHMENTS

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

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7.0 ATTACHMENT A: PRICING FORM

Vendor shall provide unit pricing for all line items. The pricing sheets shall not be altered in any way, or the bid shall be deemed non-responsive and shall not be evaluated any further. Pricing sheets explanations are as follows:

Year One

ITEM #	UOM	DESCRIPTION	UNIT PRICE (Per House)
1.	Poultry House	Cleanout, Removal, and Disposal of Animal Waste Materials and Mortality in Non-Flooded Poultry House, Less Than Eight (8) Inch Litter Depth Average.	\$ _____
2.	Poultry House	Cleanout, Removal, and Disposal of Animal Waste Materials and Mortality in Non-Flooded Poultry House, Eight (8) Inch Litter Depth Average or Greater.	\$ _____
3.	Flooded Poultry House	Cleanout, Removal, and Disposal of Animal Waste Materials and Mortality in Flooded Poultry House, Less Than Eight (8) Inch Litter Depth Average. Determinations of average litter depth and flooding in poultry houses will be established by the vendor providing composting SME services and approved by the IMT. A flooded poultry house is defined as a poultry house impacted totally or partially by a flooding event, as determined by the composting SME.	\$ _____
4.	Flooded Poultry House	Cleanout, Removal, and Disposal of Animal Waste Materials and Mortality in Flooded Poultry House, Eight (8) Inch Litter Depth Average or Greater.	\$ _____
5.	Truck with Driver Per Day	Off-site Transport by Truck of Animal Waste Material and Mortality from Natural Disaster Impacted Poultry House. Hauling animal waste materials and mortalities to landfill for disposal, off-site composting location, or other IMT-approved destination. "Off-site" is defined as being more than a quarter of a mile away from the poultry house.	\$ _____

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Year Two

ITEM #	UOM	DESCRIPTION	UNIT PRICE (Per House)
1.	Poultry House	Cleanout, Removal, and Disposal of Animal Waste Materials and Mortality in Non-Flooded Poultry House, Less Than Eight (8) Inch Litter Depth Average.	\$ _____
2.	Poultry House	Cleanout, Removal, and Disposal of Animal Waste Materials and Mortality in Non-Flooded Poultry House, Eight (8) Inch Litter Depth Average or Greater.	\$ _____
3.	Flooded Poultry House	Cleanout, Removal, and Disposal of Animal Waste Materials and Mortality in Flooded Poultry House, Less Than Eight (8) Inch Litter Depth Average. Determinations of average litter depth and flooding in poultry houses will be established by the vendor providing composting SME services and approved by the IMT. A flooded poultry house is defined as a poultry house impacted totally or partially by a flooding event, as determined by the composting SME.	\$ _____
4.	Flooded Poultry House	Cleanout, Removal, and Disposal of Animal Waste Materials and Mortality in Flooded Poultry House, Eight (8) Inch Litter Depth Average or Greater.	\$ _____
5.	Truck with Driver Per Day	Off-site Transport by Truck of Animal Waste Material and Mortality from Natural Disaster Impacted Poultry House. Hauling animal waste materials and mortalities to landfill for disposal, off-site composting location, or other IMT-approved destination. "Off-site" is defined as being more than a quarter of a mile away from the poultry house.	\$ _____

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Year Three

ITEM #	UOM	DESCRIPTION	UNIT PRICE (Per House)
1.	Poultry House	Cleanout, Removal, and Disposal of Animal Waste Materials and Mortality in Non-Flooded Poultry House, Less Than Eight (8) Inch Litter Depth Average.	\$ _____
2.	Poultry House	Cleanout, Removal, and Disposal of Animal Waste Materials and Mortality in Non-Flooded Poultry House, Eight (8) Inch Litter Depth Average or Greater.	\$ _____
3.	Flooded Poultry House	Cleanout, Removal, and Disposal of Animal Waste Materials and Mortality in Flooded Poultry House, Less Than Eight (8) Inch Litter Depth Average. Determinations of average litter depth and flooding in poultry houses will be established by the vendor providing composting SME services and approved by the IMT. A flooded poultry house is defined as a poultry house impacted totally or partially by a flooding event, as determined by the composting SME.	\$ _____
4.	Flooded Poultry House	Cleanout, Removal, and Disposal of Animal Waste Materials and Mortality in Flooded Poultry House, Eight (8) Inch Litter Depth Average or Greater.	\$ _____
5.	Truck with Driver Per Day	Off-site Transport by Truck of Animal Waste Material and Mortality from Natural Disaster Impacted Poultry House. Hauling animal waste materials and mortalities to landfill for disposal, off-site composting location, or other IMT-approved destination. "Off-site" is defined as being more than a quarter of a mile away from the poultry house.	\$ _____