

**NEW HANOVER COUNTY
REQUEST FOR PROPOSAL
EMERGENCY & HURRICANE PREPAREDNESS
2024 Exercise Program
(NHC EM # 2024-0001 COMMEX)**



COUNTY COMMISSIONERS

**BILL RIVENBARK, CHAIR
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CHRIS COUDRIET, COUNTY MANAGER

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Section 1 – Advertisement

**NEW HANOVER COUNTY
REQUEST FOR PROPOSAL
EMERGENCY PREPAREDNESS, RESPONSE, AND RECOVERY
2024 Exercise Program
(NHC EM # 2024-0001 COMMEX)**

New Hanover County is requesting proposals from contractors capable of providing the services of development, documentation, and execution of one six-hour operations-based exercise to test multiple operational plans including but not limited to Emergency Operations Plans, Joint Information Center Plans, existing protocols, policies, and processes, and other New Hanover County plans relevant to an incident affecting tactical abilities of existing communications resources that support response and recovery efforts to be conducted prior to June 30, 2024.

Proposals may be emailed to Anna McRay, Assistant Director of Emergency Management, at amcray@nhcgov.com. Please place “**NHC EM # 2024-0001 COMMEX**” in the subject line of your email submittal.

Proposals for this project will be accepted until 5:00pm EST, Wednesday, January 24, 2024.

Details along with instructions for completing and submitting the proposals may be obtained by visiting the County’s website at <https://www.nhcgov.com/bids.aspx>.

New Hanover County reserves the right to accept or reject any or all proposals and to award a vendor which is in the best interest of the County.

Released: 01/10/2024

Section 2 – General Information

2.1 – Schedule

Date	Action
Wednesday, 01/10/2024	RFP issued
Wednesday, 01/17/2024, at 5:00 PM EST	Deadline for questions
Thursday, 01/18/2024, by 5:00PM EST	Questions will be answered via written addendum
Wednesday, 01/24/2024, at 5:00 PM EST	Deadline for receipt of proposals

2.2 – Preparation of Bid

- 2.2.1 Bidder/Contractors are instructed to submit their Bids/Proposals via email with the subject line of “**NHC EM # 2024-0001 COMMEX**” and emailed to:

Anna McRay, Assistant Director of Emergency Management – amcray@nhcgov.com

AND cc'd to:

Debra Nagle, Administrative Coordinator, NHC Emergency Management – dnagle@nhcgov.com

The deadline for receipt of Bids/Proposals is **Wednesday, 01/24/2024, at 5:00 PM EST**. Bids/Proposals received after the time and date for closing will not be accepted.

- 2.2.2 No telephone or facsimile Bids/Proposals will be considered. Bids/Proposals received after the time and date for closing will not be considered.

2.3 – Insurance Requirements

Refer to New Hanover County Purchase Order Terms and Conditions (Section 5, #11 on the attached). **A copy of the Certificate of Insurance (COI) should be attached to the RFP bid package, following the instructions in Section 5, #11.**

2.4 – Intent to Submit

All Bidder/Contractors who intend to submit a bid/proposal on this project should send an email, including pertinent contact information to:

Anna McRay, Assistant Director of Emergency Management – amcray@nhcgov.com

AND cc'd to:

Debra Nagle, Administrative Coordinator, NHC Emergency Management –
dnagle@nhcgov.com

Use the subject line “Intent to Submit “**NHC EM # 2024-0001 COMMEX.**” This will ensure that you receive any addenda issued for this RFP; if applicable.

2.5– Questions

Questions concerning this solicitation should be directed to:

Anna McRay, Assistant Director of Emergency Management – amcray@nhcgov.com

AND cc'd to:

Debra Nagle, Administrative Coordinator, NHC Emergency Management –
dnagle@nhcgov.com

Use the subject line “Question re “**NHC EM # 2024-0001 COMMEX**”.

Questions will be received until **Wednesday, 01/17/2024, at 5:00 PM EDT.**

Bidder/Contractors who have notified the County of their intent to submit a bid/proposal, along with correct email addresses, will be sent the addendum upon posting.

2.6 – Answers to Questions

An addendum summarizing all questions and answers will be posted to the County’s website on **Thursday, 01/18/2024, by 5:00pm.** Bidder/Contractors who have notified the County of their intent to submit a bid along with their email address will be sent the addendum upon posting.

2.7 – Communication

Other than the contact persons detailed in Section 2.4 above, Bidder/Contractors may not have communications, verbal or otherwise, concerning this RFP with any personnel or boards from New Hanover County. If any vendor attempts any unauthorized communication, the bid may be rejected.

2.8 - Cost of Preparation of Response

Costs incurred by prospective Bidder/Contractors in the preparation of the response to this RFP are the responsibility of the Bidder/Contractor and will not be reimbursed by New Hanover County.

2.9– Authorized Signature

Bids/Proposals must be signed by an authorized individual of the firm. Bids/Proposals that are not signed will be rejected.

2.10 – Minor Deviations

New Hanover County reserves the right to allow or disallow minor deviations or technicalities should the County deem it to be in the best interest of the County. New Hanover County shall be the sole judge of what is to be considered a minor deviation or technicality.

2.11 –Ownership of Documents

All Bids/Proposals and accompanying documentation will become the property of New Hanover County at the time the Bids/Proposals are opened and as such will not be returned to the Bidder/Contractor.

2.12 - Trade Secret Confidentiality

Upon receipt of your bid by New Hanover County, your bid is considered a public record except for material which qualifies as "trade secret" under N.C. General Statute 132-1.2. After opening, your bid will be provided to County staff and others who participate in the evaluation process, and to members of the general public who submit public records requests.

2.13 - Withdrawal of Bids/Proposals

No bid may be modified, withdrawn, or canceled by the Bidder/Contractor for a period of ninety (90) days following the receipt of Bids/Proposals. Negligence or error on the part of any Bidder/Contractor in preparing his bid confers no right of withdrawal or modification after the Bids/Proposals have been opened.

2.14 - Equal Opportunity

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

The Bidder/Contractor agrees not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Bidder/Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

Pursuant to GS 143-48, New Hanover County encourages small, minority, physically handicapped, and women firms to submit Bids/Proposals in response to this RFP.

2.15- Indemnity

The successful Bidder/Contractor shall indemnify and hold the County, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by the Successful Bidder/Contractor hereunder, resulting from the negligence of or the willful act or omission of the Bidder/Contractor, his agents, employees and subcontractors.

2.16 – E-Verify

Pursuant to Session Law 2013-418, Bidder/Contractor shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. Upon execution of contract, County requires an affidavit attesting to Bidder/Contractor's compliance. Violation of the provision, unless timely cured, shall constitute a breach of contract.

2.17 - Addendum

The RFP package constitutes the entire set of instructions to the Bidder/Contractor. The County shall not be responsible for any other instructions, verbal or written, made by anyone. Any changes to the specifications will be in the form of an Addendum which will be sent to all known Bidder/Contractors who notified the staff identified in Section 2.5 of this document of their intent to submit a bid and posted on the County's website.

You may visit our website at <https://www.nhcgov.com/bids.aspx> to check for the issuance of any addenda before submitting your bid.

2.18 - Compliance with Bid Requirements

Failure to comply with these provisions or any other provisions of the General Statutes of North Carolina will result in rejection of bid.

2.19 – Federal Uniform Guidance

If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2CFR § 200.324). **(See Section 4 for Complete Details)**

2.20 – Award

Award "shall be made to the lowest responsive responsible Bidder/Contractor taking into consideration quality, performance, and the time specified in the bid for the performance

of the contract.” The County may also consider other factors such as past performance, financial stability, and availability of equipment in the consideration of award.

2.21 Certificate of Authority

Subject to several statutory exceptions, a business entity incorporated or organized in a state other than North Carolina must obtain a certificate of authority from the North Carolina Secretary of State prior to transacting business in the State. See G.S. 55-15-01(a) (business corporations); G.S. 55A-15-01(a) (nonprofit corporations); G.S. 57D-7-01(a) (limited liability companies); G.S. 59-902(a) (limited partnerships); G.S. 59-91(a) (registered limited liability partnerships); G.S.55B-16(a) (professional corporations).

When the requirement applies, the foreign entity transacting business in the State is responsible for obtaining a certificate of authority—not the domestic (i.e., North Carolina) corporations, public entities, or individuals with whom the foreign entity might contract.

2.22 - Payment Terms

Payment is Net 30 days from the date of an approved invoice.

2.23 - Right to Reject Bids/Proposals

New Hanover County reserves the right to accept or reject any or all bid in response to this solicitation.

Section 3– Scope of Work

3.1 - Introduction

Purpose: New Hanover County Emergency Management, to assure readiness when preparing for, responding to, and recovering from emergencies and major disasters, is seeking proposals from capable contractors who have a desire to support interagency, interdisciplinary, and interjurisdictional training and exercise efforts.

Background: The intent of this solicitation and any resultant contract is to obtain the subject matter expertise and skills of a qualified contractor to develop, document, and conduct one operations-based exercise following the established Homeland Security Exercise and Evaluation Program (HSEEP) processes, to be completed no later than June 30, 2024.

Acceptance by the County of any submittal to this Request for Proposal (RFP) shall not constitute or warrant a contract. The County is not responsible for the cost associated with preparing a proposal and/or participating in any interviews that may be requested by the County to aid in the evaluation process.

All payments under the contract resulting from this RFP shall be made only for goods and/or services requested and approved by the County. No work effort will begin without written authorization (Notice to Proceed) from the County.

No retainer shall be paid in order to keep the Contract in effect.

3.2 – Statement of Needs

The expectation and desired result of this contract is to solicit proposals to provide:

- a. A Homeland Security Exercise and Evaluation Program (HSEEP) compliant Exercise Plan (EXPLAN) and Exercise Evaluation Guides (EEGs) for one operations-based exercise. The purpose of conducting the operations-based exercise is to build off previous training workshops and discussion-based exercises to test multiple operational plans including but not limited to Emergency Operations Plans, Joint Information Center Plans, existing protocols, policies, and processes, and other New Hanover County plans relevant to an incident affecting tactical communications abilities of existing resources that support response and recovery efforts. **(Note: This task will be done on a firm fixed price basis).**
- b. The contractor shall perform tasks associated with the HSEEP process with the design, development, conduct, and evaluation of preparedness exercises, during the term of the contract. Contractors shall provide the necessary labor, equipment, and materials

to perform the work and deliver products as described above. **(Note: This task will be done on a task order basis).**

- c. The contractor shall provide technical and planning resources to New Hanover County Emergency Management to support the refinement of processes and/or the correction of areas needing improvement resulting from these training events, by developing and providing an after-action report/improvement plan (AAR/IP). **(Note: This task will be done on a task order basis).**

3.3 - Executive Summary

3.3.1 - Submitted Proposals should include the following:

- Statements that demonstrate that the Respondent has read, understands and agrees with the terms and conditions of the RFP, including all addenda and attachments hereto.
- Confirmation that Respondent has read the Scope of Work set forth in this section above and that Respondent understands the scope and nature of the services/products being solicited.
- An overview of the goods and/or services Respondent is offering in response to this RFP to include a timeframe for implementation.
- An overview of the Respondent's plans for complying with the specifications and requirements of this RFP
- Any other summary information the Respondent deems to be pertinent.

3.3.2 - Respondent Background Information

- Name, address, telephone number, fax number, and email address of the Respondent, including all d/b/a's or assumed names or other operating names of the Respondent and any local addresses and phone numbers.
- Form of business entity, e.g., corporation, partnership, proprietorship, limited liability company.
- State of incorporation, State of formation, or State of organization.
- The location(s), including address and telephone numbers of the offices and other facilities that relate to the Respondent's performance under the terms of this RFP
- Number of employees.
- Type of Business.
- Name, address, and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the RFP
- Name, address, and telephone number of the Respondent's representative to contact regarding scheduling and other arrangements.
- Name, address, and telephone number of at least three references from similarly scoped projects

- Name, contact information, and qualifications of any subcontractors who will be involved with this project the Respondent proposes to use and the nature of the goods and/or services the subcontractor would perform.

3.4 – Specific Proposal Instructions

Unnecessarily elaborate brochures or other presentations beyond what is sufficient to present a complete and effective proposal is not desired. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Using the criteria specified in this RFP, each proposal will be individually scored by County Selection Committee (“Committee”) team members.

3.5 - Proposal Evaluation Factors

Each proposal received no later than **Wednesday, January 24, 2024, at 5:00 PM EST** will be assessed using the scoring methodology below:

100 Points	Factor
40 points	Experience, Expertise, and Reliability
30 points	Methodology
30 points	Costs

3.5.1 – Bidder/Contractor’s experience, expertise, and reliability – 40 points

- Bidder/Contractors shall submit with their proposals a brief history of the organization, including accreditation status, if applicable.
- Bidder/Contractors shall provide an explanation of its experience in providing discussion-based and operations-based exercises.
- Bidder/Contractors shall provide a detailed description of two or three exercise efforts where the company has provided the requested service or resource in the past two years. That description should include, at the minimum, a description of the provided service or resource, the number of hours the exercise(s) lasted, and the number of employees used for that assignment. Please include contact names and telephone numbers of the clients for these events

3.5.2 – Bidder/Contractor’s Methodology – 30 points

- Bidder/Contractors shall thoroughly describe its capability to perform/facilitate the services required, to include methodology,

approach, and a detailed plan on how it would meet the County's requirements for the requested services.

3.5.3 – Bidder/Contractor's cost for services - 30 points

- Bidder/Contractors shall provide a detailed description and cost for the proposed project. Prices quoted shall be firm for the initial contract term and all approved extension periods. Thereafter, any extensions that may be approved by the County shall be subject to the provisions of the accompanying contract document.
- To determine the number of points to be awarded to all other Cost Proposals, the least expensive Cost Proposal will be used in all cases as the numerator. Each of the other Cost Proposals will be used as the denominator per the example below.
- The percentage will then be multiplied by the maximum number of available points and the resulting number will be the cost points awarded to other compliant Respondents. Percentages and points will be rounded to the nearest whole value.
- **Example Scenario:**
 - Respondent A quotes \$35,000, Respondent B quotes \$45,000, and Respondent C quotes \$65,000.
 - **Respondent A:** $\$35,000 / \$35,000$
 - Receives 30 of 30 points ($1 \times 30 = 100\%$ of available points on cost).
 - **Respondent B:** $\$35,000 / \$45,000$
 - Receives 23.4 of 30 points ($0.78 \times 30 = 78\%$ of available points).
 - **Respondent C:** $\$35,000 / \$65,000$
 - Receives 16.2 of 30 points (54% of available points on cost – 0.54×30)
 - By virtue of developing cost criteria that require the exercise of no discretion, the evaluation committee has delegated any obligation it has to review and approve final Cost Scores to the Purchasing Officer. In the event scoring irregularities arise, the Purchasing Officer may seek guidance from the evaluation committee on how to resolve such irregularities. The decision of the evaluation committee on how to resolve any such irregularities shall be final.

The initial term of the contract shall be one (1) year or for the grant performance period, whichever is shorter.

Section 4– Federal Uniform Guidance

1. Compliance with Federal Law. If applicable, all federally funded projects, loans, grants, and sub grants whether funded in part or wholly, must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

2. Equal Opportunity.

2.1 During the performance of this contract, Bidder/Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Bidder/Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Bidder/Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2.2 Bidder/Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Bidder/Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

2.3 Bidder/Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Bidder/Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.4 Bidder/Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

2.5 Bidder/Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2.6 In the event of Bidder/Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and Bidder/Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.7 Bidder/Contractor will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Bidder/Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Bidder/Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Bidder/Contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. Bidder/Contractor shall comply with the following additional federal provisions:

3.1. Davis Bacon Act and Copeland Anti-Kickback Act.

21.1.1 Bidder/Contractor and its subcontractors agree to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874; 40 U.S.C. § 3145) as supplemented in Department of Labor regulations (29 C.F.R. Part 3). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

3.2 Bidder/Contractor shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 29 C.F.R. Part 200, Appendix II, ¶ D. In accordance with the statute, Bidder/Contractor must be pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Bidder/Contractor must be pay wages not less than once a week.

3.3 A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act

4.1 Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty hours in the work week.

4.2 Overtime: No contractor or subcontractors contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such

laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

4.3 Violation: liability for unpaid wages; liquidated damages: In the event of any violation of the provisions of this section, Bidder/Contractor and any subcontractors responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such contractor and subcontractors shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of this Agreement in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard work week of forty hours without payment of the overtime wages required by this Agreement.

4.4 Withholding for unpaid wages and liquidated damages: County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Bidder/Contractor or its subcontractors under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractors for unpaid wages and liquidated damages as provided in the clause set for in this Agreement.

4.5 Subcontracts: Bidder/Contractor or its subcontractors shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Agreement.

5. Patent Rights: If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of

America or any foreign country, County and Bidder/Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA. Unless the Government later makes a contrary determination in writing, irrespective of Bidder/Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), County and Bidder/Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401. Bidder/Contractor agrees to include the above two paragraphs in each third-party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

6. Clean Water Act and Federal Water Pollution Control Act:

6.1 Bidder/Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6.2 Bidder/Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

6.3 Bidder/Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

6.4 Bidder/Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

6.5 Bidder/Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6.6 Bidder/Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and shall report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to an appropriate Federal Emergency Management Agency, and an appropriate Environmental Protection Agency Regional Office.

6.7 Bidder/Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. Suspension and Debarment.

7.1 This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Bidder/Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

7.2 Bidder/Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

7.3 This certification is a material representation of fact relied upon by County. If it is later determined that Bidder/Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

7.4 Bidder/Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder/Contractor or Bidder/Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

9. Procurement of Recovered Materials.

9.1 A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.

9.2 The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9.3 In the performance of this contract, Bidder/Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

10. Access to Records. The following access to records requirements apply to this contract:

10.1 Bidder/Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Bidder/Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

10.2 Bidder/Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

10.3 Bidder/Contractor agrees to provide the FEMA Administrator or an authorized representative(s) access to construction or other work sites pertaining to the work being completed under this Agreement.

10.4 Bidder/Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10.5. Bidder/Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

10.6. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

10.7. Bidder/Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Bidder/Contractor's actions pertaining to this bid.

Section 5– New Hanover County Purchase Order Terms & Conditions

1. **QUESTIONS CONCERNING THE PURCHASE ORDER:** Contact the Bill To Department. This information is shown on the purchase order and listed below:

**New Hanover County Emergency Management
230 Government Center Drive
Suite 115
Wilmington, NC 28403
Attn: Administrative Coordinator**

2. **PURCHASE ORDER NUMBER:** The purchase order number must appear on all invoices, packing slips, correspondence, and bill of lading. The County will not be responsible for goods delivered without a purchase order.
3. **PRICE:** If prices or terms do not agree with your quotation, you must notify the ordering **Department** immediately. All prices are quoted **F.O.B. DESTINATION** unless specifically indicated otherwise.
4. **INVOICES:** All invoices are to be mailed to the Bill To Department. Each purchase order must be invoiced separately. Invoices for partial shipments will be accepted and final invoices should indicate completion of order. The Purchase Order Number should be referenced on all invoices.
5. **CASH DISCOUNTS:** All cash discounts will be effective from the date an invoice is received and approved by the County and not the date the invoice is printed by the vendor
6. **PAYMENT TERMS:** The County agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The County does not agree to the payment of late charges or finance charges assessed by the seller for any reason. Invoices are payable in U.S. funds.
7. **TAXES:** New Hanover County is not Tax-Exempt. Prices shown on the County's purchase orders do not include tax; however, all applicable taxes shall be paid by the County. Bidder/Contractor shall itemize taxes on the Bidder/Contractor's invoice. It should be noted that the County is exempt from Federal Excise Tax except as required to be paid by law.
8. **QUANTITY:** The specific quantity ordered must be delivered in full and will not be changed without the Purchasing's consent. Any unauthorized quantity is subject to rejection and return at seller's expense.
9. **FREIGHT AND PACKAGING:** Price quotations shall include freight, transportation, shipping, handling and similar charges. Collect freight shipments will be refused. The seller shall absorb any increase in rates becoming effective after the date hereof. The seller agrees to assume and pay all extra expense occurring on account of improper packaging.

10. **SERVICES PERFORMED:** All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless New Hanover County, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.
11. **INSURANCE:** Contractor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; New Hanover County, shall be named as additional insured. (b) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence – if providing professional services; to include Environmental Professional, if applicable. (c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit; (d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable. (e) Pollution Liability insurance in an amount not less than \$1,000,000 per occurrence, if applicable. Certificates of Insurance shall be furnished prior to the commencement of Services to: New Hanover County, 230 Government Center Drive, Suite 125, Wilmington, NC 28403.
12. **APPLICABLE LAWS:** By the acceptance of this order, seller represents that the goods covered by this order are in full compliance with all applicable local, state or federal laws and regulations and agrees to indemnify and defend New Hanover County against any loss, cost, liability or damage by reason of seller's violation of any laws.
13. **CANCELLATION:** New Hanover County reserves the right to cancel this order, or any part thereof, at any time without penalty. Such cancellation may be based upon failure of the seller to comply with the terms and conditions of this transaction, failure to perform the work with promptness and diligence, failure to make shipment within the time specified or for any other reason which causes the seller not to perform as agreed.
14. **ACCEPTANCE AND INSPECTION:** All goods shall be subject to the County's right of inspection and rejection. Risk of loss and title to all goods shall remain with the seller until acceptance has been made by the County. If goods are rejected, they will be returned at seller's risk for credit or replacement at the County's option and all handling and transportation expenses both ways shall be assumed by the seller. When goods have been rejected, the County shall have the right to cancel any unshipped portion of this order. Payment for supplies shall not constitute acceptance and is without prejudice to claims that the County may have against the seller.
15. **WARRANTY:** The seller expressly warrants that goods covered by this order will conform to the specifications, drawings, or samples furnished by the County and shall be free from defects in material and/or workmanship and shall be merchantable. This warranty shall survive any inspection, delivery acceptance or payment by the County. The seller also warrants that the

goods do not infringe any patent, registered trademark or copyright and agrees to hold New Hanover County harmless in the event of any infringement or claim thereof. Additionally, seller warrants that the goods are free and clear of all liens and encumbrances and that seller has a good and marketable title to the same.

16. **HAZARDOUS CHEMICALS:** The seller shall ensure that each container of a hazardous chemical is labeled, tagged or marked with information required by OSHA's Hazard Communication Standard, Department of Transportation requirements, and any applicable EPA requirements.
17. **MATERIAL SAFETY DATA SHEETS (MSDS):** The seller shall ensure that New Hanover County is provided an appropriate current MSDS with or prior to the initial shipment of a hazardous chemical, and with or prior to the first shipment after the MSDS is updated.
18. **NON-DISCRIMINATION POLICY:** New Hanover County does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the County are expected to fully comply with the County's non-discrimination policy.
19. **VERBAL AGREEMENT:** The County will not be bound by any verbal agreements.
20. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed the seller is an independent contractor and not an agent of New Hanover County, and as such, seller, his or her agents and employees shall not be entitled to any County employment benefits, such as but not limited to vacation, sick leave, insurance, worker's compensation, pension or retirement benefits.
21. **GOVERNING LAW:** All terms and conditions shall be interpreted in accordance with the laws of the State of North Carolina.
22. **E-VERIFY COMPLIANCE:** As a condition of payment for services rendered under this agreement, Seller shall fully comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Seller provides the services to the County utilizing a subcontractor, Seller shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Seller shall verify, by affidavit, compliance with the terms of this section upon request by the County.
23. **DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL:** The vendor or contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to NCGS 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000 are exempt from this restriction.
23. **UNIFORM ADMINISTRATIVE REQUIREMENTS:** By acceptance of this Purchase Order, the Vendor/Contractor agrees to comply with all applicable provision of Title 2, Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards contained in Title 2 CFR § 200 et seq.

Section 6 – Forms

NEW HANOVER COUNTY
REQUEST FOR PROPOSAL
EMERGENCY PREPAREDNESS, RESPONSE, AND RECOVERY
NHC EM # 2024-0001 COMMEX
Deadline for Receipt of Proposals: Wednesday, JANUARY 24, 2024, AT 5:00PM
EST

[E-Verify Form](#)

[Certification Regarding Lobbying](#)

[Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion](#)

[Minority & Women Business Enterprise \(MWBE\) Program Form](#)

[Customer Reference Form](#)

[Iran Divestment Act Certification](#)

The following forms are provided to:

- Certify that the Bidder/Contractor, 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 ([N.C.G.S. §143-48.5](#)), 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.
- Certify that this bid/proposal is submitted competitively and without collusion ([N.C.G.S. 143-54](#))
- That none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the North Carolina General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 ([N.C.G.S. 143-59.2](#)), and
- That the bidding/proposing entity is not an ineligible Bidder/Contractor as set forth in [N.C.G.S. 143-59.1](#).
- Certifies to the best of Bidder/Contractor'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.
- Certify that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina does not utilize any subcontractor found on the State Treasurer's Final Divestment List.

(To be submitted with all Bids/Proposals)

E-Verify Form
NHC EM # 2024-0001 COMMEX

STATE OF _____

COUNTY OF _____

I, _____ (hereinafter Affiant), being duly authorized by and on behalf of _____ (hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. **(Mark Yes or No)**
 - a. YES _____, or
 - b. NO _____
4. Employer's subcontractors must comply with E-Verify and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired.

This ____ day of _____, 20__.

Signature of Affiant

Print or Type Name: _____

State of _____ County of _____

Signed and sworn to (or affirmed) before me, this the ____

day of _____, 20__

My Commission Expires: _____

Notary Public

(Affix Official/Notarial Seal)

Certification Regarding Lobbying

RFP/BID#: **NHC EM # 2024-0001 COMMEX**

The undersigned _____ certifies, to the best of his or her knowledge and belief, that:
(Bidder/Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons 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 the awarding to 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.
2. 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-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]
3. 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 is 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 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]

The Bidder/Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section A 3801 *et seq.*, apply to this certification and disclosure, if any.

Date

Signature of Bidder/Contractor's Authorized Official

Printed Name and Title of Contractors Authorized Official

(To be submitted with all Bids/Proposals)

Certification Regarding Debarment, Suspension, Ineligibility, and
Voluntary Exclusion

LOWER TIER COVERED TRANSACTION

RFP/BID#: **NHC EM # 2024-0001 COMMEX**

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) The prospective Bidder/Contractor also certifies by submission of this bid or bid that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or bid.

The lower tier participant (Bidder/Contractor), _____, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

Date

Signature of Bidder/Contractor's Authorized Official

Printed Name and Title of Bidder/Contractors Authorized Official

(To be submitted with all Bids/Proposals)

Minority & Women Business Enterprise (MWBE) Program Form

RFP/BID#: **NHC EM # 2024-0001 COMMEX**

A. Authorized Representative

I HEREBY AFFIRM THAT:

I am [name] _____, [title] _____,
and the duly authorized representative of [Business Name] _____
and that I possess the legal authority to make this statement on behalf of myself and the
Business for which I am acting.

B. Affirmation Regarding MWBE Program Acknowledgement and Compliance

I FURTHER AFFIRM THAT:

I am aware of and intend to comply with the County's MWBE Program. As such [check one]:

_____ The Business is certified as a woman- or minority-owned business by an accepted
agency. (Attach proof certification)

_____ The Business is a woman- or minority-owned business but has not been certified by an
accepted agency. (Attach document of ownership such as articles of incorporation, current
business license, K-1 of the most recent business tax return.)

_____ The Business is not a woman- or minority-owned business; however, the
Bidder/Contractor acknowledges the MWBE policy and if it should become necessary to
subcontract some portion of the work at a later date or obtain materials or services in
conjunction with this solicitation, the Bidder/Contractor will institute good faith efforts to
comply with all requirements of the MWBE program in providing equal opportunities to
MWBEs.

Signature: _____

Date: _____

(To be submitted with all Bids/Proposals)

Customer Reference Form

RFP/BID #: **NHC EM # 2024-0001 COMMEX**

Instructions: Use this template to submit at least three (3) customer references with bid/proposal.

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:	

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 be submitted with all Bids/Proposals)

Customer Reference Form (con't)

RFP/BID #: **NHC EM # 2024-0001 COMMEX**

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:	

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 be submitted with all Bids/Proposals)

Iran Divestment Act Certification Form

RFP/BID #: **NHC EM # 2024-0001 COMMEX**

Name of Contractor: _____

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 147-86.55 et. seq.

As of the date listed below, the Contractor listed above or any of its subcontractors are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

The undersigned hereby certifies that he or she is authorized by the Contractor listed above to make the foregoing statement.

Signature

Date

Printed Name

Title

Notes to persons signing this form:

N.C.G.S. 147-86.59 requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 147-86.60 requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.