



STATE OF NORTH CAROLINA

DEPARTMENT OF PUBLIC SAFETY

Invitation for Bid #: 19-IFB-1586245803-PTW

REGIONAL PREPOSITIONING DEBRIS MONITORING

Date of Issue: June 27, 2025

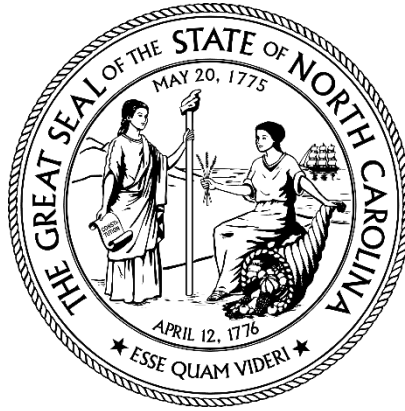
Bid Opening Date: July 18, 2025

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Tim Pendergrass

Procurement Specialist III



STATE OF NORTH CAROLINA

Invitation for Bid

19-IFB-1586245803-PTW

For internal State agency processing, including tabulation of bids, 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 bid.
Failure to do so may subject your bid to rejection.**

Vendor Name

Vendor eVP#

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

STATE OF NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY	
Refer <u>ALL</u> Inquiries regarding this IFB to the procurement lead through the Message Board in the Sourcing Tool. See section 2.6 for details: Tim Pendergrass	Invitation for Bid #: 19-IFB-1586245803-PTW
	Bids will be publicly opened: July 18, 2025, at 2:00pm, ET Meeting ID: 260 874 646 991 1 Passcode: hD6HT92e
Using Agency: NCDPS: Emergency Management	Commodity No. and Description: 771116 Environmental Rehabilitation
Requisition No.: RQ202745	

EXECUTION

In compliance with this Invitation for Bid (IFB), 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 bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid 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 bid, 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-Vendors for any Contract awarded as a result of this IFB, 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 IFB, 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 bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids 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:	

Bid Number: 19-IFB-1586245803-PTW

Vendor: _____

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

ACCEPTANCE OF BIDS

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

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

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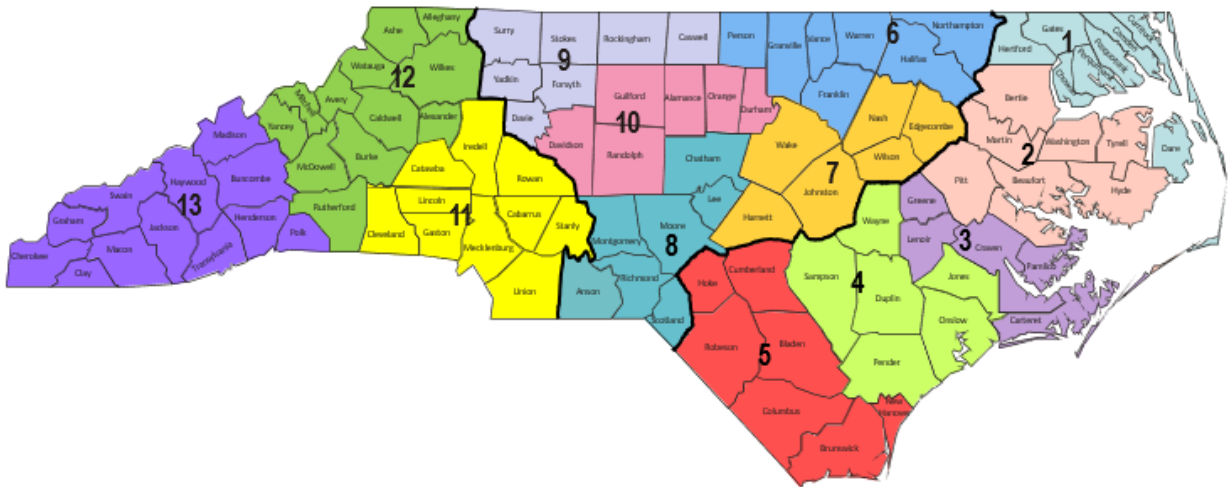
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1.0 PURPOSE AND BACKGROUND

The North Carolina Department of Public Safety, Division of Emergency Management (NCEM) is soliciting Bids from qualified Vendors, to acquire the services of a qualified Vendor(s) to enter into a pre-event contract covering activating entities at no immediate or annual cost to NCEM for prepositioned debris monitoring services. Vendors shall provide hazard event recovery services in the way of debris monitoring services resulting from a natural or manmade hazard event in order to eliminate immediate threats to public health and safety and assist in community hazard event recovery. This is a multi-jurisdiction solicitation however, each Activating Entity will contract directly with the awarded Vendor entirely in the Activating Entity’s sole discretion.

This solicitation will cover thirteen regional contracts to be awarded based on geographic regions as described below. Each region has its own unique geographic challenges, and all Vendors are encouraged to research, prior to bid submission, the areas described below and evaluate their ability to respond to the unique needs of each region. Vendors are also encouraged to review the debris quantity forecasts in ATTACHMENT K.

- Region 1** – Camden, Chowan, Currituck, Dare, Gates, Hertford, Pasquotank, and Perquimans Counties
- Region 2** – Beaufort, Bertie, Hyde, Martin, Pitt, Tyrell, and Washington Counties
- Region 3** – Carteret, Craven, Greene, Lenoir, Pamlico, and Wayne Counties
- Region 4** – Cumberland, Duplin, Jones, Onslow, Pender, and Sampson Counties
- Region 5** – Bladen, Brunswick, Columbus, Hoke, New Hanover, and Robeson Counties
- Region 6** – Franklin, Granville, Halifax, Northampton, Person, Vance, and Warren Counties
- Region 7** – Edgecombe, Harnett, Johnston, Nash, Wake and Wilson Counties
- Region 8** – Anson, Chatham, Lee, Montgomery, Moore, Richmond, and Scotland Counties
- Region 9** – Caswell, Davie, Forsyth, Rockingham, Stokes, Surry, and Yadkin Counties
- Region 10** – Alamance, Davidson, Durham, Guilford, Orange, and Randolph Counties
- Region 11** – Cabarrus, Catawba, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union Counties
- Region 12** – Alexander, Alleghany, Ashe, Avery, Burke, Caldwell, McDowell, Mitchell, Watauga, Rutherford, Wilkes, and Yancey Counties
- Region 13** – Buncombe, Cherokee, Clay, Graham, Haywood, Henderson, Jackson, Macon, Madison, Polk, Swain, and Transylvania Counties



Entities that are eligible to activate a debris monitoring services contract awarded by the Activating Entity pursuant to this IFB include eligible entities as outlined in 44 CFR 206.221(e) and may include the following: counties, incorporated municipalities, public school systems, community colleges, other units of government located within a geographic region, and state agencies such as the NC Department of Transportation, constituent institutions of the University of North Carolina, and other state agencies with the legal responsibility for management of state-owned property, and as indicated below, including but not limited to local roads, rights of ways, federal aid highways, state roads, government maintained public property, and/or drainage easements, within a geographic region. Entities activating a debris monitoring services contract are referred to in this IFB as “Activating Entities.”

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Pursuant to NCGS 166A-19.12(13), NCEM has the power as delegated by the Governor and the Secretary of the Department of Public Safety for the "Administration of federal and state grant funds provided for emergency management purposes, including those funds provided for planning and preparedness activities by emergency management agencies." FEMA provides hazard event assistance for debris removal under the Stafford Act at 42 U.S.C. 5173, 5189f, and 5170b. As the Recipient, the Public Assistance Section of NCEM "receives funding under the hazard event declaration and disburses funding to approved subrecipients." Applicants for Public Assistance include:

(a) State and local governments.

(b) Private non-profit organizations or institutions which own or operate a private nonprofit facility as defined in § 206.221(e).

(c) Indian tribes or authorized tribal organizations and Alaska Native villages or organizations, but not Alaska Native Corporations, the ownership of which is vested in private individuals.

44 CFR 206.222.

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

1.1 CONTRACT TERM

The Contract shall have a term of five (5) years, beginning on the date of final Contract execution (the "Effective Date").

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

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

This IFB is comprised of the base IFB 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 IFB 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 IFB 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 IFB.

If Vendors have questions or issues regarding any component of this IFB, those must be submitted as questions in accordance with the instructions in the BID 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 IFB addendum. The State may also elect to leave open the

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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 bid or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor’s bid that purports to vary any terms and conditions or Vendors’ instructions herein or to render the bid non-binding or subject to further negotiation. Vendor’s bid shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB 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 during 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 bid as nonresponsive.

2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	June 27, 2025
Submit Written Questions	Vendor	July 8, 2025, by 2:00pm, ET
Provide Response to Questions	State	July 11, 2025
Submit Bids	Vendor	July 18, 2025, by 2:00pm, ET Microsoft Teams Need help? Join the meeting now Meeting ID: 260 874 646 991 1 Passcode: hD6HT92e Dial in by phone +1 984-204-1487,,938308168# United States, Raleigh Find a local number Phone conference ID: 938 308 168# Join on a video conferencing device Tenant key: ncgov@m.webex.com Video ID: 112 108 742 5
Contract Award	State	To be determined

2.5 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the IFB 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 IFB SCHEDULE Section of this IFB. Vendors will enter “**IFB #: 19-IFB-1586245803-PTW – Questions**” as the subject of the message. Question submittals should include a reference to the applicable IFB 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.

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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 IFB. 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 IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the IFB and an addendum to this IFB.

2.6 BID 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 bid has been received as described in this IFB by the specified time and date of opening. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bids(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's bids 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 Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.**

If confidential and proprietary information is included in the bid, also submit one (1) signed, REDACTED copy of the bid. 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 bid with its bid submission, the Department may release an unredacted version if a record request is received.

2.7 BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this IFB 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 bid, in the State's sole discretion.

Vendors shall upload the following items and attachments in the Sourcing Tool:

- a) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- c) Vendor's Response:
 - a. Section 4.10 Support Questionnaire,
 - b. Section 5.11 Bonding and Insurance: Proof of Insurance,
 - c. Section 5.12 Payment and Performance Bond: Proof of Ability to Secure Payment & Performance Bond,
 - d. Statement of Work addressing Section 5 Scope and Documentation Requirements
- d) Completed version of ATTACHMENT A: PRICING FORM
- e) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- g) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- h) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- i) Completed and signed version of ATTACHMENT H: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL
- j) Completed and signed version of ATTACHMENT I: REQUIRED ELEMENTS FOR UTILIZATION OF FEDERAL FUNDS
- k) Completed and signed version of ATTACHMENT J: CERTIFICATION REGARDING LOBBYING
- l) Completed and signed version of ATTACHMENT K: Debris Quantity Forecast

2.8 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bid must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "Alternate Bid #19-IFB-1586245803-PTW [for 'name of Vendor']". Each bid must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this IFB 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 IFB:

- a) **ACTIVATING ENTITY:** Eligible Applicants for FEMA PA Assistance to activate the IFB, enter the contract for debris removal services with the Vendor, and issue the Notice to Proceed.
- b) **ACTIVATING ENTITY CONTACT:** Representative of the Activating Entity who corresponds with Vendors that contract with the Activating Entity and that administers the contract for the Subrecipient Activating Entity.
- c) **CPDR:** Commercial Property Debris Removal (if approved by FEMA).
- d) **DEBRIS MONITORING SERVICES VENDOR:** The Vendor activated by the Activating Entity as the Activating Entity's vendor for Debris Monitoring services.
- e) **DPS:** Department of Public Safety
- f) **ELIGIBLE DEBRIS:** All hazard event-related debris located on local roads, rights of ways, federal aid highways, state roads, government maintained public property, and/or drainage easements complying with State, FEMA and FHWA eligibility criteria.

- g) **ET:** Eastern Time
- h) **FEMA:** Federal Emergency Management Agency
- i) **FHWA:** Federal Highway Administration
- j) **JFHQ:** North Carolina Division of Emergency Management, Joint Force Headquarters
- k) **NC DEQ:** North Carolina Department of Environmental Quality
- l) **NCEM:** North Carolina Emergency Management
- m) **PDAT:** FEMA Procurement Disaster Assistance Team
- n) **PRINCIPLE PLACE OF BUSINESS:** That principal place from which the overall trade or business of the Vendor is directed or managed.
- o) **OPENING DATE:** Responses will only be accepted up until the specified time and date listed in the IFB and then publicly opened. NO responses will be accepted after that time and date.
- p)
- q) **PPDR:** Private Property Debris Removal. PPDR may include commercial property or private residential property debris removal if approved by FEMA.
- r) **PREPOSITIONED:** A contract established prior to a hazard event that can be enacted as needed.
- s) **REDACTED:** Copy of the Vendors bid response **excluding** any proprietary information identified as confidential and proprietary in accordance with Attachment B, Paragraph 14 of the Instructions to Vendors; including the removal of the Vendors federal identification number.
- t) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- u) **SHALL or MUST:** Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of the bid.
- v) **SHOULD:** Denotes that which is recommended, not mandatory.
- w) **USACE:** U.S. Army Corp of Engineers'
- x) **UN-REDACTED:** Copy of the Vendors bid response unedited including all confidential and/or proprietary information.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

Contracts will be awarded in accordance with G.S. 143-52 and the evaluation criteria set out in this solicitation. Prospective Vendors shall not be discriminated against based on any prohibited grounds as defined by Federal and State law. Activating entities shall enter separate contracts with Vendors by issuing a Notice to Proceed which incorporates by reference all pricing, terms, and conditions of the contract awarded by NCEM pursuant to this IFB.

All qualified bids will be evaluated, and award or awards will be made based on the qualified bid(s) offering the lowest price that meet the requirements set out herein.

While the intent of this IFB is to award a Contract(s) to Vendor(s) for in any of the thirteen (13) per Geographic Region. The State reserves the right to make separate awards to different Vendors,, to not award any portion of the Services or to cancel this IFB in its entirety without awarding a contract, if it is considered to be most advantageous to the State to do so. It is the State and the Activating Entity's intention to have multiple Vendors available to appropriately respond to the magnitude of the event. Vendors may be awarded one or more region(s), but consideration will be paid toward capacity to ensure activation by all eligible areas would not overwhelm the Vendors resources and detrimentally effect North Carolina's recovery. Vendors cannot be awarded the monitoring contract (this IFB) and the hauling contract (a separately issued IFB) for the same geographic region as described in Section 1.0 PURPOSE AND BACKGROUND.

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The status of a Vendor's E-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a contract under this IFB. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of bid opening may, at the State's discretion, be disqualified from further evaluation or consideration.

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

Pursuant to 2 CFR § 200.324, NCEM has conducted an independent cost analysis in conjunction with this procurement.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the responding Vendor, including any sub vendors 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 COMMUNICATOINS BY VENDORS

Each Vendor submitting a bid to this IFB, including its employees, agents, sub vendors, 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 bid 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 sub vendor 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 IFB or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct an evaluation of responsive Bids, as follows:

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB 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 IFB SCHEDULE Section above, unless modified by Addendum, the bids 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 is 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. 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 bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

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

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

Vendor should have sufficient cash flow and/or available financing from a financial institution to perform the proposed contract for 90 days without receiving payment from the Activating Entity. The evaluators may randomly select any of Vendor's references, but the evaluators' reserve the right to contact all the references listed. The failure of the Vendor to list all similar contracts within the past three (3) years may result in the rejection of the Vendor's Bid. **Vendors shall disclose any instances in which prior contracts were denied FEMA reimbursement due in part or in whole to the Vendor's noncompliance.** The evaluators may check all public sources to determine whether Vendor has listed all contracts for similar work within the past three (3) years. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into Vendor's performance of those contracts. Award of a contract to some Vendors does not mean that the other Bids lacked merit.

3.4 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 IFB, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

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

3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB 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 bids 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 IFB. Except as specifically stated in the IFB, 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 bid in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, 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 IFB. 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 bid, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Bid Questions Section above.

4.1 PRICING

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

4.2 FINANCIAL STABILITY

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

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

4.3 VENDOR EXPERIENCE

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

Vendor shall **provide any FEMA courses/certifications** or formally documented work-related experience relative to performing the duties referenced in Section 5.0 (SCOPE OF WORK).

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 vendors in purchasing Goods and Services. As such, this IFB 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 sub vendors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.5 REFERENCES

Vendor shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Bid.

4.6 BACKGROUND CHECKS

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

4.7 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime vendor under this Contract and shall be responsible for the performance and payment of all sub vendor(s) that may be approved by the State. Names of any third-party Vendors or sub vendors 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 sub vendor(s).

Should the Vendor's bid result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.8 VENDOR'S REPRESENTATIONS

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

4.9 SUPPORT QUESTIONNAIRE

North Carolina Emergency Management is charged with responding to any emergency, man-made or natural, 24 hours a day seven (7) days a week. This requires that the awarded Vendor(s) have personnel, and the capability to respond to order requests after hours, weekends and during holidays. All fields are MANDATORY and must be completed.

4.10 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

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

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

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

5.0 SPECIFICATIONS AND SCOPE OF WORK

Pursuant to NCGS 166A-19.12, NCEM has the power as delegated by the Governor and the Secretary of the Department of Public Safety for the "Administration of Federal and State grant funds provided for emergency management purposes, including those funds provided for planning and preparedness activities by emergency management agencies." FEMA provides hazard event assistance for debris removal under the Stafford Act at 42 U.S.C. 5173, 5189f, and 5170b and at 44 CFR Part 206, including but may

not be limited to, 44 CFR 206.224. Under the FEMA PA Program, the “Recipient” is the grant administrator for the funds. The “Recipient” is a non-Federal entity that receives a federal award directly from a federal awarding agency to carry out an activity under a federal program. The term recipient does not include subrecipients.” 2 CFR 200.86, 44 CFR 206.202, and the FEMA Public Assistance Program and Policy Guide January 6, 2025. As the Recipient, the Public Assistance Section of NCEM “receives funding under the hazard event declaration and disburses funding to approved subrecipients.” FEMA Public Assistance Program Overview. Subrecipients are “the government or other legal entity to which a subgrant is awarded and which is accountable to the recipient for the use of the funds provided.” 44 CFR 206.201. The Subrecipient is the non-Federal entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a federal awarding agency.” 2 CFR 200.93 and the FEMA Public Assistance Program and Policy Guide January 6, 2025. Under this IFB, NCEM is a Recipient. The Activating Entity is a Subrecipient. The Vendor is a vendor of the Activating Entity Subrecipient under this IFB.

NCEM is taking measures to ensure our communities are abundantly prepared to respond in the event of a natural or manmade hazard event, or other potential events. Activation of the contract by the Activating Entity is strictly voluntary. No entity is required to purchase goods and services available under a contract awarded pursuant to this IFB; the intention is to allow entities the best available services at the best available price.

The extent and severity of the natural hazard events to affect North Carolina have shown the need to have pre-positioned debris removal monitoring services contracts available for local governments and State Agencies to activate as necessary. Therefore, NCEM has developed this IFB for the Activating Entity to activate and award contracts for these services in the thirteen separate geographical regions around the state as identified in Section 1.0 of this IFB. The primary purpose of this bid offering for regional debris removal monitoring services is to provide a system for monitoring the removal of debris in the event of a hazard event that ensures that:

1. All debris removal performed within a local government in the region is done properly and expediently;
2. All debris removal activities are eligible for reimbursement, where reimbursement is available; and
3. All debris removal activities are conducted in compliance with State, NCEM, FEMA, and FHWA guidelines and all applicable federal, state, and local law and regulations.

While it is anticipated that these monitoring services will most frequently be utilized in the event of a federal or state-declared emergency or hazard event, the availability of these services shall also apply for non-declared hazard event events. If the event is a non-declared hazard event, the cost of services provided, may not receive reimbursement under the FEMA or State Public Assistance Program. Additionally, services may be performed within a municipality or in unincorporated areas at the direction of an Activating Entity.

It is a requirement of this bid offering that the successful Vendor be able to provide the services set out in these bid specifications in full compliance with all State, NCEM, FEMA, FHWA guidelines and regulations and all federal, state, and local law and regulations applicable at the time work is performed to ensure reimbursement under the FEMA Public Assistance Program or from another federal funding source, if reimbursement is available. Any conflict with the language included in these specifications shall be construed to comply with State, NCEM, FEMA, and FHWA requirements, including but not limited, the requirements promulgated under Title 2 U.S. Code of Federal Regulations, Part 200, and 44 CFR Part 206.

The monitoring services vendor (hereinafter referred to as “monitoring services vendor”) or debris monitoring services vendor will work closely throughout the project with Activating Entity personnel. The Activating Entity and the debris monitoring services vendor/ monitoring services vendor will provide the names, contact information, and program areas of appropriate local and debris monitoring services vendor personnel.

5.1 SERVICES ACTIVATION PROCEDURES

Any Activating Entity shall be authorized under the terms of the contract between the Activating Entity’s awarding authority and the successful Vendors (hereinafter sometimes referred to as “debris monitoring services vendor” or “vendor”) to activate the

contract in the event of a hazard event within its jurisdiction warranting the need for debris removal and/or disposal activities. No entity shall be required to activate the services of the debris monitoring services vendor. However, in the event an entity desires to utilize the services of the debris monitoring services vendors, the entity will forward to the Vendor a written Notice to Proceed on a form prepared for that purpose.

The debris monitoring services vendor will be required to respond to the Notice to Proceed within 24 hours of its receipt and to activate its forces as soon as weather and safety conditions allows as directed by the Activating Entity.

Once activated, the debris monitoring services vendor shall provide the services set out in this IFB to the extent necessary to meet the needs of the entity. All debris monitoring services authorized for private or commercial property must obtain a signed RIGHT of Entry.

The debris monitoring services vendor must be able to provide the minimum services included in these bid specifications upon activation and must be prepared to place project personnel, including a project manager, in the region requested by the Activating Entity within 24 hours of receipt of the written Notice to Proceed. **Each Vendor shall include with his or her Bid Submittal Form complete and adequate contact information for transmitting the Notice to Proceed to the debris monitoring services Vendor.** Project communication contacts for the Activating Entity shall be detailed in the Notice to Proceed delivered by the Activating Entity. The debris monitoring services Vendor shall be responsible for coordinating with these designated representatives to ensure compliance with the 24-hour mobilization requirement is met.

Upon activation, Vendor shall perform or participate in the Activating Entity's initial debris quantity estimating. Vendor shall use debris quantity estimates to create a work plan and to establish a not-to-exceed contract price for performance of all debris removal activities required under the Notice to Proceed. A not-to-exceed contract price is required by 2 C.F.R. 200.318(j)(1). The not-to-exceed contract price shall be based on initial debris quantity estimates multiplied by the applicable pricing in Vendor's Contract awarded by NCEM. The not-to-exceed contract price shall be provided to the Activating Entity and to NCEM along with the work plan within 7 days of receipt of the Notice to Proceed.

All activities conducted for the Activating Entity shall be performed during daylight hours. The Vendor may work seven days per week, including holidays. However, the Activating Entity may suspend all operations due to inclement weather. All activities conducted on private or commercial property, must be authorized by FEMA and require a signed Right of Entry.

5.2 TRAINING REQUIREMENT

The debris monitoring services vendor shall provide all employees and contract labor, including the project manager, with adequate training concerning safety, eligibility for reimbursement, if reimbursement is available, and hazard event specific information. All training shall meet State, NCEM, FEMA, and FHWA requirements, and where possible or required by State, NCEM, FEMA, or FHWA rules or regulations, shall involve personnel from either or all these agencies. Proof of training shall be provided to the Activating Entity when responding to a Notice to Proceed. **The Vendor must demonstrate in his or her bid Statement of Work that all workers will be adequately trained prior to performing any work on the project.**

5.3 SCOPE OF SERVICES

The Vendor must demonstrate in its bid documents, as a Statement of Work, that the debris monitoring services it provides shall be capable of performing includes each of the following services in compliance with all State, NCEM, FEMA, and FHWA guidelines and regulations and applicable federal, state, and local law and regulations to any of the entities in the region for which the contract is awarded. As there may be a need for simultaneous performance of services of the contract in more than one jurisdiction in the region at the same time, the successful Vendors must demonstrate the ability to provide each of these services simultaneously on a regional basis. The scope of services as described below shall be considered minimum standards to meet in submitting bids and/or providing services in the event the Vendor is awarded the regional debris monitoring services contract under this IFB.

Vendor shall demonstrate in a Statement of Work, that it is experienced and knowledgeable in handling and executing hazard event debris removal in compliance and consistent with the policies, publications, guidelines, and regulations of the State, NCEM, FEMA, and FHWA and all applicable federal, State, and local laws and regulations in effect at the time of the work being performed. Throughout these bid specifications, any reference to FEMA shall also mean FHWA compliance when the circumstances dictate, such as when sites eligible for emergency relief work are involved. The debris monitoring services vendor shall further demonstrate compliance with, including but not limited to, the following:

- FEMA Public Assistance Program and Policy Guide V.5 (January 2025), prior versions, and any potential updates
- FEMA Procurement Disaster Assistance Team (PDAT) Field Manual
- Title 2 U.S. Code of Federal Regulations, Part 200
- Title 44 U.S. Code of Federal Regulations, Part 206
- 41 C.F.R. Part 60-1.4 Equal Opportunity Clause
- 29 C.F.R. §5.5(b) Contract Work Hours and Safety Standards Act
- Clean Air Act and Federal Water Pollution Control Act
- 2 C.F.R. part 180 and 2 C.F.R. part 3000 Suspension and Debarment Compliance
- 31 U.S.C. § 1352 and 44 C.F.R. Part 18 Byrd Anti-Lobbying Amendment (as amended)
- Section 6002 Solid Waste Disposal Act
- 31 U.S.C. Chapter 38 Program Fraud and False or Fraudulent Statements or Related Acts Emergency Relief Manual (Federal-Aid Highways) (May 2013)
- FEMA and Federal Requirements for Access to Records
- Prohibition on Use of Department of Homeland Security Seal, Logo, and Flags
- Compliance with Federal Law, Regulations and Executive Orders for FEMA Financial Assistance
- Other applicable Federal, State, and local laws, rules, regulations, policy, or guidance in addition to the compliance requirements above, the Vendor should ensure, when possible, to comply with requirements under **2 C.F.R. §200.321**. The awarded Vendor agrees, if subcontracts are to be utilized, should consider when possible that minority businesses, women's business enterprises, veteran-owned business, and labor surplus area firms are used when possible.

Such consideration means:

- (1) These business types are included on solicitation lists;
- (2) These business types are solicited whenever they are deemed eligible as potential sources;
- (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
- (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
- (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring a vendor under a Federal award to apply this section to subcontracts.

All Vendors should document their efforts to comply with the above-described affirmative steps in their bid Statement of Work if subcontractor pricing is solicited in preparing a response to this IFB. The awarded Vendor should document efforts to comply with the above-described steps in securing subcontractors to perform pursuant to a Notice to Proceed issued by an Activating Entity.

Except by written consent and agreement of the Activating Entity, the debris monitoring services vendor is expected to complete all activities for an Activating Entity within 180 days of the date of a declaration of emergency or hazard event or, if there is no emergency or hazard event declaration, within 180 days of the issuance of the Notice to Proceed. All work, including site restoration prior to close-out, shall be completed within 60 calendar days after receiving notice from the Activating Entity that the last load of debris has been delivered unless there is a written extension of time granted by the Activating Entity. No changes in scope of work or time frames for completion will be allowed except as specifically authorized in the contract executed between the Vendor and the Activating Entity and, where applicable, approved by NCEM, FEMA, and FHWA. The contract shall provide for

the assessment of liquidated damages in the amount of \$5,000 per calendar day for each day in which contract activities extend beyond the maximum allowable time established.

5.4 PROJECT MANAGEMENT AND WORK FORCES

The debris monitoring services vendor shall provide all management, supervision, labor, materials, and equipment necessary for the efficient and effective removal, disposal, and reduction of all eligible debris. This shall include, at a minimum, a project manager, an adequate number of workers acting under the direction of the project manager, and proper and sufficient equipment and materials to accomplish the functions of the contract. All workers, including contract workers, shall report to and work under the supervision of the project manager.

The Vendor must demonstrate in his or her bid Statement of Work the ability to provide adequate and properly trained personnel for this function within 24 hours of receiving a Notice to Proceed. The debris monitoring services vendor may use contract labor for this function and is encouraged to employ local residents and sub vendors in the Activating Entity.

5.5 PROJECT MANAGER

The debris monitoring services vendor shall have a project manager assigned to the Activating Entity at the time of contract activation and shall provide the Activating Entity with adequate contact information regarding this person in its initial response to the Notice to Proceed. **The Vendor must demonstrate in his or her bid Statement of Work that he or she will be able to assign a project manager to an Activating Entity at the time of responding to a Notice to Proceed and that said project manager will be able to perform all duties set out herein.** The project manager shall be someone with authority to handle all issues which arise throughout the project period. He or she shall be knowledgeable and experienced in handling issues with debris removal and monitoring activities and/or NCEM, FEMA, and FHWA related issues.

Additionally, the project manager shall perform, at a minimum, each of the following duties:

- (1) Contact designated personnel from the Activating Entity immediately upon receipt of the Notice to Proceed to discuss the scope of services expected;
- (2) Remain within the Activating Entity region during all work hours throughout the length of the project;
- (3) Schedule and coordinate daily debris removal monitoring activities with designated Activating Entity personnel and debris monitoring personnel and provide planning for future operations pertinent to the specific event requiring the debris removal activities;
- (4) Provide documents and estimates to the Activating Entity to assist the entity in planning and executing the debris removal activities;
- (5) Attend and participate in meetings and press conferences with designated entity personnel as determined necessary by the Activating Entity;
- (6) Oversee and supervise all debris removal and disposal monitoring activities throughout the project;
- (7) Obtain a signed Right of Entry from the private property owner if private property debris removal is approved by FEMA for the hazard event;
- (8) Regularly communicate with designated Activating Entity and debris monitoring services vendor personnel to keep the Activating Entity informed of all aspects of the debris removal and disposal activities;
- (9) Provide input to the Activating Entity to improve efficiency of monitoring collection and removal of debris; and
- (10) Identify, address, and troubleshoot potential problems and questions that could impact all elements of the debris removal and disposal process, including but not limited to work area safety and the eligibility of reimbursement for removal of certain types of debris.

5.6 FIELD WORKERS

In addition to the project manager, the monitoring services vendor shall provide an adequate number of field workers to accomplish the functions of the contract under the direction of the project manager. The Activating Entity shall approve the number of field workers assigned to work on the contract. The monitoring services vendor may use contract labor for this function. All field workers, including contract workers, shall report to and work under the supervision of the project manager. **The Vendor must demonstrate in his or her bid Statement of Work the ability to provide adequate and properly trained personnel for this function within 24 hours of receiving a Notice to Proceed.**

5.7 CLERICAL STAFF AND SUPERVISOR

The monitoring services vendor may be compensated for non-field work clerical staff performing administrative functions necessary for performance of the contract as approved by the Activating Entity. This includes personnel performing functions such as billing, invoicing, and other contract-related administrative services, data systems personnel, GIS services, and the like. Clerical staff consists of personnel who perform some or all the duties listed herein. Clerical Supervisors are managerial personnel proficient in all duties listed herein and who oversee work performed by the clerical staff utilized under this contract. The Activating Entity shall approve the number of clerical staff and supervisors assigned to work on the contract. All clerical staff working on this activity shall be billed at the same hourly rate. All clerical supervisor(s) working on this activity shall be billed at the same hourly rate. The monitoring services vendor shall only bill for actual hours these personnel spend on work related to the contract.

5.8 FIELD DOCUMENTATION OF WORK

The monitoring services vendor shall be required to carefully document all debris removal activities utilizing the documentation methods set out in these bid specifications and those required under State, NCEM, FEMA, and FHWA guidelines and regulations. Additionally, where applicable, the monitoring services vendor shall communicate with FEMA to ensure the documentation being utilized satisfies FEMA verification requirements. **The Vendor must demonstrate in his or her bid Statement of Work the ability to properly document all activities as required herein.**

5.9 FIXED SITE MONITORING

The monitoring services vendor, utilizing adequate experienced personnel, shall oversee the inspection of disposal and unloading sites by providing monitoring, verification of load capacity and quantities, and documentation at designated temporary disposal sites. All personnel working on this activity shall be billed at the same hourly rate. **The Vendor must demonstrate in his or her bid Statement of Work the ability to provide adequate and properly trained personnel for this function within 24 hours of receiving a Notice to Proceed.** Services of these monitors will include at a minimum each of the following:

- (1) completing load tickets recording debris removal vendor haulers' cubic yardage and other record keeping that may be necessary
- (2) signing each load ticket before permitting a truck to proceed from the check-in area to the disposal area
- (3) remaining in constant contact with designated debris removal management personnel
- (4) performing other duties as directed by designated debris removal management personnel
- (5) accurately measuring and calculating load hauling compartments and volume capacities in cubic yards
- (6) adequately documenting and recording all required measurements and computations
- (7) ensuring debris is properly separated and not co-mingled at the disposal and unloading site
- (8) performing safety inspections of all vehicles, equipment, and all elements of the disposal sites.

5.10 FIELD DEBRIS MONITORING

The monitoring services vendor, utilizing adequate experienced personnel, shall also perform roving on-site, street level work area inspections of debris cleanup and collection placed with each of the debris removal vendor's loading crews. All personnel

working on this activity shall be billed at the same hourly rate. **The Vendor must demonstrate in his or her bid Statement of Work the ability to provide adequate and properly trained personnel for this function within 24 hours of receiving a Notice to Proceed.** These field debris monitors shall inspect and control debris collection utilizing load tickets. Services include at a minimum each of the following:

- (1) Providing knowledgeable and experienced field monitor personnel at designated areas to check and verify information on debris removal.
- (2) Utilizing maps developed by the Activating Entity and debris removal vendor related to location of debris and progress of removal.
- (3) Determining debris eligibility and the estimation of debris to be removed.
- (4) Assuring that project has obtained proper Right of Entry approval if monitoring is being done on private property debris removal work approved by FEMA.
- (5) Documenting all collection activity of trucks and trailers used to transport debris.
- (6) Issuing load tickets at the loading site for each load with multiple copies to ensure compliance with State, NCEM, FEMA, and FHWA policy and to provide for quality assurance.
- (7) Inspecting the area for safety concerns and considerations including, but not limited to, downed power lines, children playing in area, provisions for adequate traffic control, safe operation of trucks and equipment in the work area and on haul routes.
- (8) Ensuring recyclables and hazardous materials are properly handled, sorted, and disposed of by the debris removal vendor.
- (9) Performing pre-work inspection of areas to check debris piles to identify potential hazards and/or utilities to prevent damage to private property and all elements of the county right of way.
- (10) Documenting and reporting to the field monitor's supervisor any damages to utility components, driveways, road surfaces, private property, vehicles, etc., with photos and information about the owner and circumstances causing the damage.
- (11) Transmitting damage information to the Activating Entity within 24 hours of the incident for their records and information.
- (12) Ensuring the work area is clear of debris to the specified level before equipment moves to a new work area.
- (13) Accurately measuring and calculating load hauling compartments and volume capacities in cubic yards.
- (14) Adequately documenting and recording all required measurements and computations.
- (15) Properly monitoring and recording performance and productivity of debris removal crews.
- (16) Remaining in constant contact with designated debris removal management personnel.
- (17) Ensuring that loads are properly contained before leaving the loading area.
- (18) Ensuring that only eligible debris is collected for loading and hauling.
- (19) Performing safety inspections of all vehicles, equipment, and all elements of the work sites.
- (20) Performing other duties as directed by designated debris removal management personnel and/or designated Activating Entity personnel.

"Eligible debris" is all hazard event-related debris located on county roads, rights of ways, federal aid highways, state roads, county-maintained public property, and/or drainage easements provided:

- (1) The debris complies with current or future State, NCEM, FEMA, and FHWA debris eligibility guidelines and regulations;
- (2) The removal of the debris is the legal responsibility of the Activating Entity; and
- (3) The debris presents an immediate health and safety threat to the public or to the users of an eligible public facility.

5.11 BONDING AND INSURANCE

All Vendors **shall provide adequate documentation within the Statement of Work to demonstrate** ability to satisfy the following requirements related to insurance, bonding, and payment of liquidated damages:

General and Professional Liability Insurance

The debris monitoring services vendor shall maintain such general and professional liability insurance as will protect the Vendor and any Activating Entity from any claims for Worker’s Compensation and from claims for damage and/or personal injury, including death, which may arise from operations under the regional contract executed. Such insurance shall also cover any financial loss to the Activating Entity because of the denial of State, NCEM, FEMA, and FHWA reimbursement due to the errors and/or negligence of the debris monitoring services vendor. Such insurance shall be written by companies authorized to do business in North Carolina.

Proof of insurance with the following minimum coverage shall be included with each bid submitted by the debris monitoring services vendor:

General Liability:

\$1,000,000 – Bodily injury and property damage combined occurrence

\$1,000,000 – Bodily injury and property damage combined aggregate

\$1,000,000 – Personal injury aggregate

Automobile Liability:

\$1,000,000 – Bodily injury and property damage combined coverage. Any automobile including hired and non-owned vehicles. Automobile Liability Insurance, to include liability coverage, covering all owned, hired, and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$1,000,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

Statutory Workers Compensation as required under North Carolina law Employers Liability:

\$500,000 – Limit each occurrence. The Vendor shall provide and maintain Worker’s Compensation Insurance, as required by the laws of North Carolina, as well as employer’s liability coverage with minimum limits of \$500,000.00, covering all of Vendor’s employees who are engaged in any work under the Contract in North Carolina. If any work is sub-contracted, the Vendor shall require the sub-Vendor to provide the same coverage for any of his employees engaged in any work under the Contract within the State.

Umbrella Coverage:

\$1,000,000 – Each occurrence

\$1,000,000 – Aggregate

5.12 PAYMENT AND PERFORMANCE BOND

The debris monitoring services vendor shall also be required to execute a payment and performance bond equal to 100% of the estimated cost of a project conducted on behalf of any Activating Entity within ten (10) days of a receipt of a Notice to Proceed. (2 CFR 200.326). **All Vendors shall include in their bid Statement of Work proof of ability to secure such payment and performance bond as evidenced by letter of credit from a bank holding deposits for the Vendor’s company or a statement from a surety company satisfactory to demonstrate the Vendor’s ability to secure such bond in the event required due to activation by one or more of the entities included in the regional contract executed with the successful Vendor.**

If a scenario arises where 2 CFR 200.326 does not apply, the Activating Entity has the option to forgo the bonding requirement if they choose to do so. If the Activating Entity chooses to forgo this requirement in the scenario where 2 CFR 200.326 does not apply, this election and change must be made and agreed to both parties in writing.

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Vendor: _____

However, the Activating Entity is not required to forgo the payment and performance bonds if it elects not to do so even if 2 CFR 200.326 does not apply. The provision remains in the contract for the protection of the Activating Entities.

Additionally, the debris monitoring services vendor shall be required to post a **contractual performance bond in the amount of \$1,000,000 prior to execution of the contract** between NCEM and the successful debris monitoring services vendor. Intended awarded Vendors shall only be required to provide one bond to NCEM regardless of the number of geographic regions awarded. This bond shall be made payable to the NCEM on behalf of the entities in the region and shall be called in on behalf of an Activating Entity if a Vendor fails to acknowledge and execute, in the prescribed time, a proper Notice to Proceed, or fails to satisfy any other obligations under the contract. This requirement is in addition to the requirement to post the payment and performance bond required herein. **Each Vendor must provide proof of his or her ability to secure this bond at the time of execution of the contract if he or she is determined to be the lowest responsible Vendor meeting bid specifications.**

6.0 CONTRACT ADMINISTRATION

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

6.1 CONTRACT MANAGER The Vendor shall be required to designate and make available to the State 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:	

North Carolina Emergency Management is charged with responding to any emergency, man-made or natural, 24 hours a day seven (7) days a week. This requires that the awarded Vendor(s) have personnel, and the capability to respond to order requests after hours, weekends and during holidays. All fields are MANDATORY and must be completed.

ADDITIONAL AGENCY QUESTIONS	VENDOR RESPONSE	
State normal hours of operation		
Provide Support 24/7/365	YES:	NO:
Projected Response time - Initial		

POINT OF CONTACT FOR ALL CONTRACT RELATED ISSUES:

CONTACT NAME	TELEPHONE NUMBER	E-MAIL

CONTACT INFORMATION FOR TRANSMITTING THE NOTICE TO PROCEED:

CONTACT NAME	TELEPHONE NUMBER	E-MAIL

**PROJECT MANAGER TO BE PLACED IN THE ACTIVATING REGION
WITHIN 24 HOURS OF RECEIPT OF THE WRITTEN NOTICE TO PROCEED:**

REGION	CONTACT NAME	TELEPHONE NUMBER	E-MAIL
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

REGION	CONTACT NAME	TELEPHONE NUMBER	E-MAIL
13			

24 Hour Emergency and Contract Administration Contract Information		
Provide at least two (2) 24/7 Contacts emergency contact by which orders can be placed	Name	
	Main Phone Number	
	Office Phone Number	
	Mobile Phone Number	
	Email Address	
	Name	
	Main Phone Number	
	Office Phone Number	
	Email Address	

6.2 PRICING AND PAYMENT PROCEDURES

The Vendor shall include the bid pricing schedule on the attached Bid Submittal Form based on all categories of work. Except where otherwise specifically provided, all pricing will be unit pricing.

The Activating Entity shall determine at the outset of the contract when the billing cycle for contract payments will begin – either on the contract activation date or date of hazard event declaration. The debris monitoring services vendor shall be expected to mobilize and sustain its workforce in all activating jurisdictions in a region for a period of 90 days and will agree to submit their invoice for reimbursement to the Activating Entity, a week prior to the 90th day. An Activating Entity may agree to reimburse the debris monitoring services vendor within a shorter time frame but shall not be contractually required to make any payments in less than 90 days. After the initial 90-day period expires, the Vendor shall be entitled to payment for the first 60 days of work performed by the Vendor for an Activating Entity after the Notice to Proceed provided the Vendor has satisfactorily performed the functions required under the contract. The Activating Entity shall have sole discretion in determining whether the work has been performed to its satisfaction. An example of the payment schedule is listed below:

- Notice to Proceed.
- Debris monitoring services vendor reports to Activating Entity within 24 hours of notice.
- Debris monitoring services vendor submits bill to Activating Entity for first 60-day period within one (1) week of the end of the first 90-day period with same procedure for subsequent 30-day periods during the project.
- At the end of the next 30-day period, the Activating Entity remits payment for the previous 30-day period if satisfactory work has been performed.
- Process continues until work is completed and all payments have been made. By submitting a bid, Vendor acknowledges and accepts these terms.

Payment for work completed may be invoiced monthly after the initial 90-day period from issuance of the Notice to Proceed. Invoices shall be based on reconciled load tickets from the daily reports. All payments will be based on unit pricing submitted by the Vendor in response to this IFB.

The debris monitoring services vendor shall be expected to work diligently and efficiently to complete the debris removal and disposal monitoring project in any Activating Entity in the shortest time possible. The Activating Entity may withhold payments not to exceed 10% of the project value when satisfactory progress has not been achieved by the Vendor during any period for which a payment is due. Additionally, the Activating Entity shall recover from the Vendor any delay costs caused by the acts or omissions of the Vendor or his or her agents.

The Activating Entity may also withhold payment or final payment for reasons including, but not limited to the following:

- (1) Unsatisfactory job performance or progress,
- (2) Defective, noncompliant or disputed work,
- (3) Failure to comply with material provisions of the contract,
- (4) Third party claims filed,
- (5) Damage to the Activating Entity's right of way or other Activating Entity-maintained properties, or
- (6) Reasonable evidence that a claim will be filed.

Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within 60 days of the certification of completion of the project by the Activating Entity, provided the debris monitoring services vendor has filed all contractually required documents and certification of the activation entity, including acceptable evidence of the satisfaction of all claims or liens.

6.3 POST AWARD PROJECT REVIEW MEETINGS

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

6.4 CONTINUOUS IMPROVEMENT

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

6.5 ACCEPTANCE OF WORK

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

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

6.6 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to 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.

6.7 DISPUTE RESOLUTION

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

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

6.8 CONTRACT CHANGES

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

6.9 ATTACHMENTS

All attachments to this RFP are incorporated herein and shall be submitted by responding in the Sourcing Tool. These attachments can be found at the following Vendor Forms link for reference purposes only:

<https://ncadmin.nc.gov/documents/vendor-forms>

ATTACHMENT A: PRICING FORM

Vendor shall furnish all necessary parts, labor, transportation, equipment, tools, materials and supplies as may be required to provide hazard event recovery services for the North Carolina Department of Public Safety, Division of Emergency Management (NCEM) in accordance with the terms and conditions and specifications fully incorporated herein.

The below information is demonstrative of all categories of work that Vendor will be required to provide costs for and will appear in the Excel PRICE file that is subsequently linked. **The Vendor shall download the Excel PRICE file located at <ftp://ftp1.ncem.org>, populate the only the Vendor’s pricing in the Cost column or if additional personnel is believed necessary the Title column. For submission Vender shall print a copy of the Excel PRICE and provide in electronic flash drive to the Vendor’s response, clearly showing for which Region as described Section 1.0 PURPOSE AND BACKGROUND.**

VENDOR’S HOURLY RATE FORM

POSITIONS

\$ HOURLY RATES

Project Manager \$ _____

Operations Manager \$ _____

Scheduler/Expeditors \$ _____

GIS Analyst \$ _____

Field Supervisors \$ _____

Debris Site/Tower Monitors \$ _____

Environmental Specialist \$ _____

Project Inspectors (Citizen Drop-Off Site Monitors) \$ _____

Load Ticket Data Entry Clerks (QA/QC) \$ _____

Billing/Invoice Analysts \$ _____

Administrative Assistants \$ _____

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Vendor: _____

Field Coordinators (Crew Monitors)

\$ _____

Clerical Staff

\$ _____

TOTAL

\$ _____

OTHER REQUIRED POSITIONS

Proposer may include other positions, with hourly rates, as needed.

ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

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

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

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

<https://www.doa.nc.gov/north-carolina-general-terms-and-conditions-5-2025/open>

The remainder of this page is intentionally left blank.

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Solicitation #: _____

Vendor Name: _____

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

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

The Vendor shall respond to questions below, as applicable.

PART I: HUB CERTIFICATION

Is Vendor a NC-certified HUB entity? Yes No

If yes, provide Vendor #: _____

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

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

PART II: PROCUREMENT OF GOODS - SUPPLIERS

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

If yes, then provide the following information:

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

PART III: PROCUREMENT OF SERVICES – SUB VENDORS

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

If yes, then provide the following information:

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

Need more information?

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

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

ATTACHMENT E: CUSTOMER REFERENCE FORM

Solicitation #: _____

Vendor Name: _____

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

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

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

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

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Solicitation #: _____

Vendor Name: _____

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

Vendor shall complete items 1 and 2 below.

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

If "YES":

- a) List the location(s) outside of the United States where work under the Contract will be performed by the Vendor, any sub vendors, employees, or any other persons performing work under the Contract.

- b) Specify the manner in which the resources or workers will be utilized:

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

NOTES:

- 1. The State will evaluate the additional risks, costs, and other factors associated with the utilization of workers outside of the United States prior to making an award.

- 2. Vendor shall provide notice in writing to the State of the relocation of the Vendor, employees of the Vendor, sub vendors of the Vendor, or other persons performing services under the Contract to a location outside of the United States.

- 3. All Vendor or sub vendor personnel providing call or contact center services to the State of North Carolina under the Contract **shall disclose** to inbound callers the location from which the call or contact center services are being provided.

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Solicitation #: _____

Name of Vendor: _____

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

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

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

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

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

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

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

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

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

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



Signature Date

Printed Name Title

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

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

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

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

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

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

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

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

Signature of Vendor's Authorized Official

Name and Title of Vendor's Authorized Official

Date

ATTACHMENT I: REQUIRED ELEMENTS FOR UTILIZATION OF FEDERAL FUNDS

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

1. **No Governmental Non-Competes.** Vendor shall not impose or enforce any non-competition agreement upon the employees included in Vendor's bid that would prevent those employees from accepting any offer of employment from the State of North Carolina outside the first Term of the Contract. By executing this RFP, the Vendor affirms this condition, as directed in the Vendor Experience Section 4.4 of this RFP. This affirmation is a material condition for the State's award of any work under this RFP.
2. **Program Monitoring.** Vendor agrees to assist and cooperate with the Federal grantor agency and NCEM or their duly designated representatives in the monitoring of the projects to which this contract relates, and to provide in form and manner approved by NCEM such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
3. **Remedies.** Remedies for performance and default are governed under Sections 1 and 2 and related sections of the N.C. General Terms & Conditions included in this solicitation and Section 4 of the FEMA Rules and Regulations below.
4. **Termination for Cause.** In addition to Section 2 of the N.C. General Terms & Conditions included in this solicitation, if through any cause, Vendor shall fail to fulfill in a timely or proper manner any obligation under this Contract, or if Vendor shall violate any of the covenants, agreements, or stipulations of The Contract, NCEM shall thereupon have the right to terminate this Contract by giving written notice to Vendor of such termination and specifying the effective date of such termination. Unless a shorter time is determined by NCEM to be necessary, NCEM shall affect termination according to the following procedure:
 - a) **Notice to Cure.** NCEM shall give written notice of the conditions of default, setting for the ground or grounds upon which such default is declared ("Notice to Cure"). The Vendor shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default.
 - b) **Notice of Termination.** If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, NCEM may terminate the Contract, in whole or in part. NCEM shall give the Vendor written notice of such termination ("Notice of Termination"), specifying the applicable provision(s) under which the Contract is terminated and the effective date of the termination.
 - c) In such event, all finished or unfinished documents, data, studies, and reports prepared by Vendor entitle Vendor's receipt of just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, Vendor shall not be relieved of liability to NCEM for damage sustained to NCEM by virtue of any breach of this Contract by Vendor. NCEM may withhold any payments to Vendor for the purpose of set off until such time as the exact damages due NCEM from Vendor is determined.
5. **Termination for Convenience.** Termination of the Contract for convenience shall be governed by Section 2 of the N.C. General Terms & Conditions included in this solicitation.
6. **Equal Employment Opportunity.** During the performance of this Contract, the contractor agrees as follows:
 - a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but are not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d) The contractor will send each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) The contractor will comply with all provision of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 25, 1965, or by rule, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
- h) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

The Applicant further agrees that is shall refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to Executive Order and will carry out

such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Vendors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the cause to the Department of Justice for appropriate legal proceedings.

7. Contract Work Hours and Safety Standards Act (40 U.S.C. 37013708).

Compliance with the Contract Work Hours and Safety Standards Act.

- a) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 C.F.R. § 5.5(b)(1) the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 C.F.R. § 5.5(b)(1), in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 C.F.R. § 5.5(b)(1).
- c) *Withholding for unpaid wages and liquidated damages.*
 - a. *Withholding Process.* NCEM may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Vendor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the Vendor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
 - b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
 - i. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - ii. A contracting agency for its procurement costs;
 - iii. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - iv. A contractor's assignee(s);
 - v. A contractor's successor(s); or
 - vi. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
- d) *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower

tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate

- e) *Anti-retaliation*. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
 - b. Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
 - c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
 - d. Informing any other person about their rights under CWHSSA or this part.”

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

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

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

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

Clean Air Act

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

Federal Water Pollution Control Act

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

9. Debarment and Suspension.

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

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

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

11. Procurement of Recovered Materials.

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

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

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

- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c) *Exceptions.*

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

d) *Reporting Requirement.*

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

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

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

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. **Build American, Buy American Act (BABAA).** Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to (insert name of recipient/subrecipient) with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to FEMA. Note that even if the project does not involve construction and only requires project scoping, this requirement must be kept in mind for those programs that are required to be compliant with BABAA including but not limited to BRIC and FMA projects.
15. **Access to Records.** In addition to Section 13 of the N.C. General Terms & Conditions included in this solicitation, the following access to records requirements apply to this contract:
 - a) The Vendor agrees to provide NCEM, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c) The Vendor agrees to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
 - d) In compliance with the Disaster Recovery Act of 2018, NCEM and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator of the Comptroller General of the United States.
16. **Modifications to Contract.** Modifications to the Contract are governed by Section 24 of the N.C. General Terms & Conditions included in this solicitation.
17. **DHS, Seal, Logo, and Flags.** In addition to the prohibitions in Section 28 of the N.C. General Terms & Conditions included in this solicitation, the Vendor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
18. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
19. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from the contract.
20. **Program Fraud and False or Fraudulent Statements or Related Acts.** Vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.
21. **Socioeconomic Contracting.** The Vendor is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered when possible."
22. **Build America, Buy America Act (BABAA) for Architectural and/or Engineering Contracts.** Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117- 58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.

23. **Providing Good, Safe Jobs to Workers.** Pursuant to FEMA Information Bulletin No. 520, the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable
24. **Buy Clean.** NCEM encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, NCEM encourages that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.
25. **Records Retention.** All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.
26. **Energy Efficiency.** All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).
27. **DHS Standard Terms and Conditions.** In addition to the FEMA Rules and Regulations above, DHS Standard Terms and Conditions apply to the agreement as pertinent to the program as FEMA is a subdivision of DHS. The applicable DHS Standard Terms and Conditions for grants, cooperative agreements, fixed amount awards, and other types of federal financial assistance are based on the fiscal year in which the financial assistance award was funded. For access to the conditions, please see <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.
28. **Debarment, Suspension and Ineligibility (2 C.F.R. 200, Appendix II(I)).** Contractor represents and warrants that it and its Subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 2 C.F.R. 180 and 24 C.F.R. 24.1 (government debarment and suspension regulations).
29. **Subcontracts.** Contractor shall not enter into any subcontract with any Subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of North Carolina.

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

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

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

30. **Assignability.** Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of NCEM, provided that claims for money due or to become due Contractor from NCEM under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to NCEM.
31. **Termination for Unavailable Funding.** The continuation of this Contract is contingent upon the appropriation and release of sufficient funds to NCEM to fulfill the requirements of this Contract. Failure of the appropriate authorities to approve and provide an adequate budget to NCEM for fulfillment of the Contract terms shall constitute reason for termination of the Contract by either Party. Contractor shall be paid for all authorized services properly performed prior to termination.

32. **Iran Divestment Act Certification.** Contractor certifies that, as of the date listed above, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
33. **Federal Funding Accountability and Transparency Act (FFATA).** The Contractor shall comply with the requirements of 2 C.F.R. part 25 Universal Identifier and System for Award Management (SAM). The grantee must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The grantee must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.
34. **Client Data and Other Sensitive Information.** The Contractor must comply with 2 C.F.R. §200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information NCEM designates as sensitive or consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.
35. **Davis-Bacon Act.** If applicable, Compliance with the Davis-Bacon Act.
 - a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Vendor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
 - b. Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
 - c. Additionally, Vendor is required to pay wages not less than once a week.
36. **Funding Contingency.** The awarded Contract may be suspended and/or terminated without liability to the State if any grant is suspended or terminated, and unless and until the State receives funds in an amount that is deemed sufficient to enable it to fund the Contract awarded, the State is under no obligation to make any payments to the Vendor.
37. **Personnel.** Vendor represents that it has, or will secure at its own expense, all personnel required in performing the work under this Contract. Such personnel shall not be employees of or have any contractual relationship with State. All of the work required hereunder will be performed by Vendor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and State law to perform such work. No person who is serving a sentence in penal or correctional institution shall be employed to work under this Contract.

ATTACHMENT J: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

Signature of Vendor's Authorized Official

Name and Title of Vendor's Authorized Official

Date

ATTACHMENT K: DEBRIS QUANTITY FORECAST

The chart below provides forecasts of debris quantities for each county in the State of North Carolina. County data is grouped by geographic region. The forecast is based on the USACE hurricane debris estimating model; model assumptions are listed below. This chart is provided for informational purposes only to assist Vendors in understanding the variations among geographic regions in the state. Fees quoted in Attachment A shall be based on a unit of one (1).

Assumptions:

<u>Population</u>	<u>Vegetation</u>	<u>Commercial</u>
</=59,999	Heavy	Light
60,000-199,999	Medium	Medium
>/=120,000	Light	Heavy

County	Zone	Population (2019)	Household H = P/3 (H)	Storm Assumption Cat 3 (C)	Vegetation Density (V)	Commercial Density (B)	Wet Storm (S)	Debris Forecasting in cyds (Q)
Camden	1	10,710	3570	26	1.5	1	1.3	180,999.00
Chowan	1	14,029	4676	26	1.5	1	1.3	237,090.10
Currituck	1	27,072	9024	26	1.5	1	1.3	457,516.80
Dare	1	36,501	12167	26	1.5	1	1.3	616,866.90
Gates	1	11,573	3858	26	1.5	1	1.3	195,583.70
Hertford	1	23,659	7886	26	1.5	1	1.3	399,837.10
Pasquotank	1	39,639	13213	26	1.5	1	1.3	669,899.10
Perquimans	1	13,422	4474	26	1.5	1	1.3	226,831.80
Beaufort	2	47,079	15693	26	1.5	1	1.3	795,635.10
Bertie	2	19,026	6342	26	1.5	1	1.3	321,539.40
Hyde	2	5,230	1743	26	1.5	1	1.3	88,387.00
Martin	2	22,671	7557	26	1.5	1	1.3	383,139.90
Pitt	2	179,914	59971	26	1.1	1.3	1.3	2,898,654.43
Tyrrell	2	4,131	1377	26	1.5	1	1.3	69,813.90
Washington	2	11,859	3953	26	1.5	1	1.3	200,417.10
Carteret	3	69,524	23175	26	1.3	1.2	1.3	1,221,953.82
Craven	3	102,912	34304	26	1.3	1.2	1.3	1,808,781.31
Greene	3	21,012	7004	26	1.5	1	1.3	355,102.80
Lenoir	3	55,976	18659	26	1.5	1	1.3	945,994.40
Pamlico	3	12,670	4223	26	1.5	1	1.3	214,123.00
Wayne	3	123,248	41083	26	1.1	1.3	1.3	1,985,689.61
Cumberland	4	332,330	110777	26	1.1	1.3	1.3	5,354,279.41
Duplin	4	58,856	19619	26	1.5	1	1.3	994,666.40
Jones	4	9,637	3212	26	1.5	1	1.3	162,865.30
Onslow	4	197,683	65894	26	1.1	1.3	1.3	3,184,936.71
Pender	4	62,162	20721	26	1.3	1.2	1.3	1,092,559.31
Sampson	4	63,626	21209	26	1.3	1.2	1.3	1,118,290.58
Bladen	5	33,190	11063	26	1.5	1	1.3	560,911.00
Brunswick	5	136,744	45581	26	1.1	1.3	1.3	2,203,128.17

Columbus	5	55,655	18552	26	1.5	1	1.3	940,569.50
Hoke	5	54,764	18255	26	1.5	1	1.3	925,511.60
New Hanover	5	232,274	77425	26	1.1	1.3	1.3	3,742,243.84
Robeson	5	131,831	43944	26	1.1	1.3	1.3	2,123,973.18
Franklin	6	67,560	22520	26	1.3	1.2	1.3	1,187,434.56
Granville	6	60,115	20038	26	1.3	1.2	1.3	1,056,581.24
Halifax	6	50,574	16858	26	1.5	1	1.3	854,700.60
Northampton	6	19,676	6559	26	1.5	1	1.3	332,524.40
Person	6	39,507	13169	26	1.5	1	1.3	667,668.30
Vance	6	44,582	14861	26	1.5	1	1.3	753,435.80
Warren	6	19,807	6602	26	1.5	1	1.3	334,738.30
Edgecombe	7	52,005	17335	26	1.5	1	1.3	878,884.50
Harnett	7	134,214	44738	26	1.1	1.3	1.3	2,162,366.49
Johnston	7	202,675	67558	26	1.1	1.3	1.3	3,265,364.48
Nash	7	94,016	31339	26	1.3	1.2	1.3	1,652,425.22
Wake	7	1,092,305	364102	26	1.1	1.3	1.3	17,598,489.96
Wilson	7	81,455	27152	26	1.3	1.2	1.3	1,431,653.08
Anson	8	24,877	8292	26	1.5	1	1.3	420,421.30
Chatham	8	73,139	24380	26	1.3	1.2	1.3	1,285,491.06
Lee	8	61,452	20484	26	1.3	1.2	1.3	1,080,080.35
Montgomery	8	27,271	9090	26	1.5	1	1.3	460,879.90
Moore	8	98,682	32894	26	1.3	1.2	1.3	1,734,434.83
Richmond	8	44,887	14962	26	1.5	1	1.3	758,590.30
Scotland	8	34,810	11603	26	1.5	1	1.3	588,289.00
Caswell	9	22,698	7566	26	1.5	1	1.3	383,596.20
Davie	9	42,733	14244	26	1.5	1	1.3	722,187.70
Forsyth	9	379,099	126366	26	1.1	1.3	1.3	6,107,790.36
Rockingham	9	90,690	30230	26	1.3	1.2	1.3	1,593,967.44
Stokes	9	45,467	15156	26	1.5	1	1.3	768,392.30
Surry	9	71,948	23983	26	1.3	1.2	1.3	1,264,558.05
Yadkin	9	37,543	12514	26	1.5	1	1.3	634,476.70
Alamance	10	166,436	55479	26	1.1	1.3	1.3	2,681,505.87
Davidson	10	166,614	55538	26	1.1	1.3	1.3	2,684,373.69
Durham	10	316,739	105580	26	1.1	1.3	1.3	5,103,087.61
Guilford	10	533,670	177890	26	1.1	1.3	1.3	8,598,135.26
Orange	10	146,027	48676	26	1.1	1.3	1.3	2,352,689.67
Randolph	10	143,351	47784	26	1.1	1.3	1.3	2,309,575.74
Cabarrus	11	211,342	70447	26	1.1	1.3	1.3	3,405,001.41
Catawba	11	158,652	52884	26	1.1	1.3	1.3	2,556,095.26
Cleveland	11	97,645	32548	26	1.3	1.2	1.3	1,716,208.52
Gaston	11	222,846	74282	26	1.1	1.3	1.3	3,590,346.19
Iredell	11	178,435	59478	26	1.1	1.3	1.3	2,874,825.76
Lincoln	11	83,770	27923	26	1.3	1.2	1.3	1,472,341.52
Mecklenburg	11	1,093,901	364634	26	1.1	1.3	1.3	17,624,203.64
Rowan	11	141,262	47087	26	1.1	1.3	1.3	2,275,919.17

Stanly	11	62,075	20692	26	1.3	1.2	1.3	1,091,030.20
Union	11	235,908	78636	26	1.1	1.3	1.3	3,800,792.42
Alexander	12	37,353	12451	26	1.5	1	1.3	631,265.70
Alleghany	12	11,161	3720	26	1.5	1	1.3	188,620.90
Ashe	12	27,109	9036	26	1.5	1	1.3	458,142.10
Avery	12	17,505	5835	26	1.5	1	1.3	295,834.50
Burke	12	90,382	30127	26	1.3	1.2	1.3	1,588,554.03
Caldwell	12	82,029	27343	26	1.3	1.2	1.3	1,441,741.70
McDowell	12	45,507	15169	26	1.5	1	1.3	769,068.30
Mitchell	12	15,000	5000	26	1.5	1	1.3	253,500.00
Rutherford	12	66,826	22275	26	1.3	1.2	1.3	1,174,533.78
Watauga	12	55,945	18648	26	1.5	1	1.3	945,470.50
Wilkes	12	68,557	22852	26	1.3	1.2	1.3	1,204,957.83
Yancey	12	17,903	5968	26	1.5	1	1.3	302,560.70
Buncombe	13	259,103	86368	26	1.1	1.3	1.3	4,174,494.80
Cherokee	13	28,383	9461	26	1.5	1	1.3	479,672.70
Clay	13	11,139	3713	26	1.5	1	1.3	188,249.10
Graham	13	8,484	2828	26	1.5	1	1.3	143,379.60
Haywood	13	61,971	20657	26	1.3	1.2	1.3	1,089,202.30
Henderson	13	116,748	38916	26	1.3	1.2	1.3	2,051,962.85
Jackson	13	43,327	14442	26	1.5	1	1.3	732,226.30
Macon	13	35,285	11762	26	1.5	1	1.3	596,316.50
Madison	13	21,763	7254	26	1.5	1	1.3	367,794.70
Polk	13	20,611	6870	26	1.5	1	1.3	348,325.90
Swain	13	14,245	4748	26	1.5	1	1.3	240,740.50
Transylvania	13	34,215	11405	26	1.5	1	1.3	578,233.50

ATTACHMENT K ROE No.	PRIVATE CONTRACTOR/FORCE ACCOUNT DEBRIS REMOVAL/DEMOLITION
 	FEMA-XXXX-DR/EM-YY
	Address:
	Tax ID Block/Lot:
	Federal/State/Tribal Landmark [Y/N]:

**RIGHT OF ENTRY (“ROE”) ONTO PRIVATE PROPERTY FOR DEBRIS REMOVAL AND/OR DEMOLITION
DISASTER ASSISTANCE (FEMA-XXXX- DR/EM-YY)**

**Ownership Interest’s Grant of Right of Entry for Debris Removal and/or Demolition
Activities**

The undersigned hereby certifies he/she/they/ is/are (check):

- Property Owner(s) with authority to grant access to the property at (Address).
- The authorized agent of the Property Owner(s) at above address.

The Property Owner(s)/agent authorizes the Town/City/County/Parish of, the State of YY and the United States of America, their respective agents, successors and assigns, contractors and subcontractors (collectively, the “Governments/Contractors”) to have the right of access and to enter the property above specified for purposes of performing debris removal as it is a public health and safety threat and/or for demolishing structures local authorities have determined through due process to be unsafe directly because of the declared major hazard event, FEMA-XXXX- DR/EM- YY.

Governments/Contractors will perform the following work (check):

- (3) Remove debris from the Property.
- (4) Demolish the unsafe and condemned structure on the Property and remove the demolition debris.

If for Demolition: Mortgage and Insurance Adjuster Information

- The Property Owner(s)/agent certifies that no mortgage exists on said property.
- The Property Owner(s)/agent certifies that a mortgage does exist on said property.
- The Property Owner(s)/agent certifies that if insurance exists, an adjuster has inspected the property.

If for Demolition: Other Liens/Encumbrances on the Property

- The Property Owner(s)/agent certifies that no other liens or encumbrances exist on said property.
- The Property Owner(s)/agent certifies that (list type) lien[s] exists on said property.

Government Not Obligated -- No Expense Except For Insurance Proceeds

The Property Owner(s)/agent understands that this Right of Entry does not obligate the Governments/Contractors to perform debris removal or demolition. Governments/Contractors will access the property under this ROE if the work has been determined necessary in accordance with Federal, State, Territorial, Tribal or local regulations. The Property Owner(s) will not be charged for the work conducted by Governments/Contractors. However, if the Property Owner(s) receives insurance proceeds or compensation from other sources for debris removal or demolition, the Property Owner’s(s’) obligation is set out in the section below, entitled “Avoidance of Duplication of Benefits: Reporting Debris Removal/Demolition Money Received.”

Government Indemnified and Held Harmless

The Property Owner(s)/agent agrees to indemnify and hold harmless the Governments/Contractors for any damage of any type whatsoever to the above-described property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the property, and hereby releases, discharges, and waives all actions, either legal or equitable, which the Property Owner(s) has, or ever might or may have, by reason of any action taken by Governments/Contractors to remove debris or demolish unsafe structures.

Avoidance of Duplication of Benefits: Reporting Debris Removal/Demolition Money Received

Property Owner(s)/agent has an obligation to file an insurance claim if coverage is available. Property Owner(s)/agent understands and acknowledges that receipt of compensation or reimbursement for performance of these activities from any source, including Small Business Administration, private insurance, an individual and family grant program or any other public or private assistance program could constitute a duplication of benefits prohibited by federal law. If the Property Owner(s)/agent receives any compensation from any source for debris removal or demolition activities on this property, the Property Owner(s)/agent will report it to the Town/City/County/Parish/State Department of _____ at (address & phone)_____.

Release of Insurance Information

If insured, the Property Owner(s)/agent authorize(s) its insurer, (Company), to release information relating to coverage and payments for debris removal/demolition activities (Claim #, Policy #) to the Town/City/County/Parish/State agency identified herein.

Acknowledgment of Prohibition on Fraud, Intentional Misstatements

The Property Owner(s)/agent understands that an individual who fraudulently or willfully misstates any fact in connection with this agreement may be subject to penalties under state and federal law, including civil penalties, imprisonment for not more than five years, or both, as provided under 18 USC § 1001.

Signature(s). Witnesses Required Only if Demolition Property Owner(s) or Authorized Agent -- Mortgage/Lien Holder(s) if Demolition

For the considerations and purposes set forth herein, I/we hereby set my/our hand(s) and seal(s) this day of, 202X.

Witness 1

Witness 2

**Property Owner(s)/Authorized Agent:
Sign:**

Print: Property Owner(s)/Authorized Agent:
Current Address and Telephone No.:

ALSO, IF DEMOLITION: Lien Holder(s):
Sign

Print: Mortgage Holder/Authorized Agent: Current Address and Telephone No.:

Bid Number: 19-IFB-1586245803-PTW

Vendor: _____

Sign

and to assure notification of any lien holder of]

Print: Other Lien Holder/Authorized Agent:
Current Address and Telephone No.:

(2)