

## **STATE OF NORTH CAROLINA**

### **DEPARTMENT OF PUBLIC SAFETY**

#### **North Carolina Office of Recovery and Resiliency (NCORR)**

**Request for Proposal #: 19-RFP-464735590-DAD**

#### **NCORR Staff Augmentation:**

**Community Development Block Grant-Disaster Recovery/Community  
Development Block-Grant Mitigation Expert Administrative Support**

**Date of Issue: July 13, 2022**

**Proposal Opening Date: August 30, 2022 at 2:00 PM ET**

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

Angie Dunaway  
NCORR Chief Procurement Officer  
Email: [angie.dunaway@ncdps.gov](mailto:angie.dunaway@ncdps.gov)  
Phone: 919-609-0937

**STATE OF NORTH CAROLINA**  
**North Carolina Office of Recovery and Resiliency (NCORR)**

Refer <b><i>ALL</i></b> Inquiries regarding this RFP: to Angie Dunaway via the <a href="#">Sourcing Tool's Message Board</a>	Request for Proposal #19-RFP-464735590-DAD
	Proposals will be publicly opened: August 30, 2022 at 2:00 pm ET
Using Agency: NCORR	Commodity No. and Description: 801016 Project management (UNSPSC); 958-77 Project Management Services (NIGP)

**EXECUTION**

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that False certification is a Class I felony and certifies that:

- that this proposal is submitted competitively and without collusion (G.S. 143-54),
- that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

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 Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this proposal, Vendor certifies that it has read and agreed to the INSTRUCTIONS TO VENDORS and the NORTH CAROLINA GENERAL TERMS AND CONDITIONS.

**Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.**

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE :		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:

Proposal Number: 19-RFP-464735590-DAD

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

**VALIDITY PERIOD**

Offer valid for at least 90 days from date of proposal opening, unless otherwise stated here: \_\_\_\_\_ days, or if extended by mutual agreement of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

**ACCEPTANCE OF PROPOSAL**

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply.

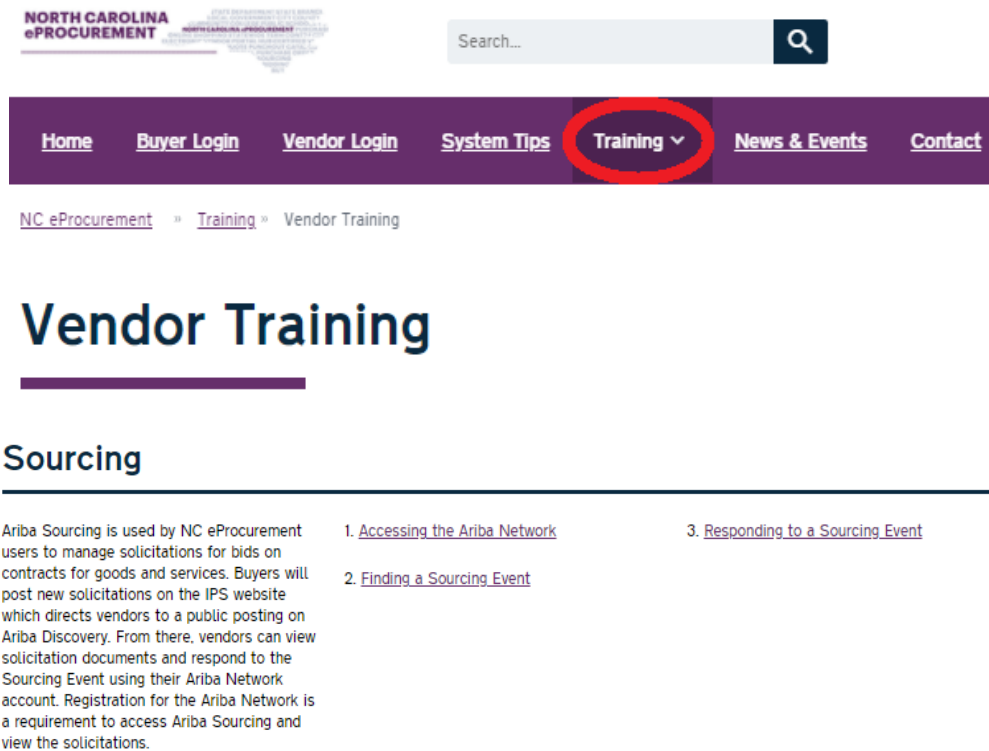
*This procurement complies with the State's own procurement laws, rules and procedures per 2 CFR § 200.317.*

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2022, as indicated on the attached certification, by \_\_\_\_\_ (Authorized Representative of Department of Public Safety)

**This RFP is conducted via the State’s NEW eProcurement Sourcing tool.**

**Vendors are strongly encouraged to allow adequate time to appraise themselves of the NEW process.**

**Vendor training** on the NEW Sourcing tool is located at <https://eprocurement.nc.gov/training/vendor-training>



**Questions** regarding how to use the **NEW Sourcing tool** contact the NC eProcurement HelpDesk; Monday through Friday from 7:30 am ET to 5:00 pm ET.

Telephone: **888-211-7440 Option 2**

Email: [vendor@nc.gov](mailto:vendor@nc.gov)

The below Sourcing Tool steps will be explained at the pre-proposal conference.

**File Download:**

3.1 SOLICITATION DOCUMENT

This document includes details on the intent, use, duration, and scope of the goods and / or services being requested

Download and complete the document. [19-RFP-464735590-DAD\\_Staff Augmentation.pdf](#)

3.2 VENDOR QUESTIONS

Vendor shall submit any questions they may have regarding this Solicitation or the Solicitation Process via the Sourcing Tool's Event Messages page. Written questions concerning this Solicitation will be received until the date and time listed in Section 2.4 of this Solicitation Document.

3.3 ATTACHMENT A: PRICING

Download the attached Excel Price Table (Attachment A: Pricing of the RFP) and complete Column D, Hourly Billing Rate.

3.3.1 Download and complete Attachment A: Pricing [19-RFP-464735590-DAD\\_Staff Aug\\_Attachment A\\_PRICING.xlsx](#)

**File Upload:**

5 Pricing Submittal

This section contains the pricing questions that the State is seeking responses from Vendors.

5.1 ATTACHMENT A: PRICING SUBMITTAL

Upload the completed Attachment A: Pricing (Excel file).

Vendor shall follow the instructions in the RFP and complete Column D, Hourly Billing Rate.

6 Vendor Response

This section contains the information that the State is asking the Vendors to provide responses.

6.1 RETURN UN-REDACTED VENDOR RESPONSE

Vendor shall download the Solicitation Document in Section 3.1, complete, sign, and upload here.

Vendor shall upload in this Section a completed fully executed UN-REDACTED version of the RFP; along with the Vendor's offer. The RFP is located above in Section 3 of the Sourcing Event. Vendor is advised to confirm that it has reviewed and provided all requested information and ALL pages of the RFP are returned; including Attachment A: Pricing. Reference RFP Section 2.7 PROPOSAL SUBMITTAL and Section 2.8 PROPOSAL CONTENTS.

Answer Attach a file

6.2 REDACTED VENDOR RESPONSE

Vendor shall upload in this Section a REDACTED version of the RFP response; IF, the Vendor determines their offer contains confidential information.

If NO information is deemed confidential upload a document so stating.

Reference RFP Section 2.7 PROPOSAL SUBMITTAL and Section 2.8 PROPOSAL CONTENTS.

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## **1.0 PURPOSE AND BACKGROUND**

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The North Carolina Office of Recovery and Resiliency (NCORR), a division of the North Carolina Department of Public Safety (DPS), is soliciting proposals from interested firms to provide expert administrative support for general grant coordination, management, and project management services for current and anticipated Community Development Block Grant for Disaster Recovery (CDBG-DR), Community Development Block Grant-Mitigation (CDBG-MIT), Community Development Block Grant – Coronavirus (CDBG-CV), U.S. Treasury Emergency Rental Assistance (ERA), and other state and federal funding sources. NCORR has received approximately \$236.5 million in CDBG-DR funds for Hurricane Matthew (DR-4285), \$542 million in CDBG-DR for Hurricane Florence, \$202.6 million for mitigation projects (CDBG-MIT), and anticipates receiving approximately \$8 million in CDBG-DR funds for Tropical Storm Fred recovery. NCORR also manages and implements more than \$700 million in various funds programmed to address the impacts of the Coronavirus pandemic as well as multiple state funded activities to address disaster recovery needs, such as real property acquisition and grants and loans to units of local government. To meet the unprecedented challenge of recovering from multiple disasters, the State has established NCORR to be the grantee agency for management of all CDBG-DR and CDBG-MIT awards to the State. NCORR is seeking proposals from qualified Vendors, interested in responding to this RFP, that have specific experience and qualifications in the areas identified in this solicitation to provide expert administrative support for currently expected or subsequent CDBG-DR, CDBG-MIT, and other state and federal grant awards, including but not limited to ERA or CDBG-CV, managed by NCORR during the term of this contract.

The purpose of this RFP and any resulting Contract Award is to solicit Offers for expert administrative support for the State of North Carolina's CDBG-DR grantee agency, NCORR. NCORR has been established to receive and administer any CDBG-DR and CDBG-MIT (or any potential newly-defined or similar award managed by the US Department of Housing and Urban Development's Community Planning and Development division) awarded by the U.S. Department of Housing and Urban Development (HUD) for the purpose of recovering from a major disaster. NCORR will manage all aspects of these grants, including at least planning and policy development, recovery program administration, compliance, monitoring, program financial management, and grant closeout. The programs that NCORR may administer include, but are not limited to: single-family home repair reimbursement, rehabilitation, and reconstruction; repair and replacement of manufactured homes; repairs to public infrastructure; rehabilitation of public housing units; rehabilitation or new construction of small rental and multi-family rental housing units; buyouts and acquisition of flood-prone residential properties; the small business recovery loan program; a code compliance program; housing counseling activities; and any other Action Plan-defined program on the publicly available [rebuild.nc.gov](https://www.rebuild.nc.gov/) website. Further details on these recovery programs, including the State's Action Plan and Program Manuals, can be found on the State's CDBG-DR website: <https://www.rebuild.nc.gov/>. NCORR may receive State and Federal funds and may require support in the administration of those funds as well. The Contract Award shall include the similar service for all funds, anticipated and unanticipated, received or managed by NCORR during the contract term, at NCORR's discretion.

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

### **1.1 CONTRACT TERM**

The Contract shall have an initial term of twelve (12) months beginning on the date of award (Effective Date). Vendor shall begin work immediately after the Effective Date.

At the end of the Contract's current term, the State shall have the option, at its sole discretion, to renew the Contract under the same terms and conditions for up to a total of four additional six-month periods. The total potential term of this contract would be three (3) years from date of award. The State will give the Vendor written notice of its intent to exercise each option no later than 30 calendar days before the end of the Contract's then-current term. In addition to any optional terms, and with the Vendor's concurrence, the State reserves the right to extend a contract term after the last active term.

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

## **2.0 GENERAL INFORMATION**

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### **2.1 REQUEST FOR PROPOSAL DOCUMENT**

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.



**2.2 E-PROCUREMENT FEE**

This RFP does not incorporate the e-procurement fee; however, the purchase order will be issued through the E-Procurement System. See Paragraph 17 of the attached Terms and Conditions as amended. General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

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

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

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 2.6 PROPOSAL QUESTIONS. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this Q and A process or negotiation under 01 NCAC 05B .0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s proposal or otherwise. This applies to any language appearing in or attached to the document as part of Vendor’s proposal that purports to vary any terms and conditions or Vendors’ instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor’s proposal shall constitute a firm offer that shall be held for the period required herein (“Validity Period” above).

**By execution and delivery of this RFP Response, 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. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s proposal as nonresponsive. The State may exercise its discretion to consider Vendor proposed modifications.**

**2.4 RFP SCHEDULE**

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

Event	Responsibility	Date and Time
Issue RFP	State	July 13, 2022
Hold <b>Pre-Proposal Conference</b>	State	<b>July 27, 2022 at 10:00 am</b> ET via TEAMS and Call In Number
Submit <b>Written Questions</b>	Vendor	<b>August 8, 2022 by 10:00 am</b> ET <i>Please attend the Pre-Bid Conference prior to submitting questions.</i>
Provide Response to Questions (Addendum issued via Sourcing Tool)	State	August 12, 2022
<b>Submit Proposals</b> (electronic via Sourcing Tool)	Vendor	<b>August 30, 2022 by 2:00 pm</b> ET
Presentation (optional)	Vendor	TBD
Contract Award	State	As soon as possible after evaluation of offers.

## 2.5 PRE-PROPOSAL CONFERENCE

### Urged and Cautioned Pre-Proposal Conference

Date: July 27, 2022  
 Time: 10:00 am Eastern Time  
 Location: Virtual via TEAMS [Click here to join the meeting](#)  
 Call In # (Audio ONLY): 984-204-1487 Phone Conference ID: 797 425 817#

**Instructions:** Vendor representatives are URGED and CAUTIONED to attend the pre-proposal conference and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this RFP. A non-mandatory pre-proposal conference is scheduled for this RFP. Submission of a bid shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this RFP.

Vendor is cautioned that any information released to attendees during the pre-proposal conference, and which conflicts with, supersedes, or adds to requirements in this RFP, must be confirmed by written addendum before it can be considered to be a part of this RFP and any resulting contract.

E-mail [angie.dunaway@ncdps.gov](mailto:angie.dunaway@ncdps.gov) by **10:00 am** ET on **July 25**, 2022 the name and **email address** of the **individual(s)** **attending the pre-proposal conference**; and the company the individual is representing. As a courtesy, Angie will email these individuals a TEAMS invite to facilitate joining the meeting. Enter as the subject of the email message *“Staff Aug Pre-Proposal Conference Attendee”*.

## 2.6 PROPOSAL QUESTIONS

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

**Questions** related to the content of the solicitation, or the procurement process, should be submitted **via** the **Sourcing Tool's message board**. Vendors should enter **“Staff Aug Questions 19-RFP-464735590-DAD”** as the subject of the message. Question submittals should include a reference to the applicable RFP section.

The questions should be submitted in the following format:

Citation	Vendor Question
RFP Section Number and Section Title	
RFP Page Number	

PLEASE attend the pre-proposal conference prior to submitting questions.

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

Questions received prior to the submission deadline date and time, the State’s response, and any additional terms deemed necessary by the State will be **posted in the Sourcing Tool** in the form of an **addendum** and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

## 2.7 PROPOSAL SUBMITTAL

**IMPORTANT NOTE: This is an absolute requirement.** Vendor shall bear the risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. Failure to submit a proposal in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor’s proposal. Solicitation responses are subject to Sealed Bidding requirements.

**Offers** 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** must 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.

Tips for Using the Sourcing Tool:

- 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.
- 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.
- 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.
- 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.

The Sourcing Tool has two (2) fields to upload the ENTIRE (all pages) of the Request for Proposal (RFP), which includes the Vendor response to all questions, completion of all attachments, and all required documentation.

- The first file upload field specifies to upload one (1) **signed UN-REDACTED** offer that contains **ALL pages of the RFP**, with ALL information completed, and all requested information provided. **Vendor should return all the pages of this solicitation with its offer. Offer must be submitted on the forms** provided herein. Prices and any other entry made hereon by the Vendor shall be considered firm and not subject to change.
- The second file upload field (optional for vendor to upload a file) specifies to upload one (1) **REDACTED** copy (all Proprietary and Confidential Information removed); ***IF the vendor determines their offer contains confidential information.***

***Redacting refers to the blacking out of information, so it is not visible.***

The North Carolina Department of Public Safety, in responding to public records requests, will release the contents of the Redacted file provided by the Vendor. If no redacted file is provided the North Carolina Department of Public Safety will release the un-redacted version in response to public records requests. It is the sole responsibility of the Vendor to ensure that the Redacted file complies with the requirements of Paragraph 14, CONFIDENTIAL INFORMATION, of the INSTRUCTIONS TO VENDORS. **Under no circumstances shall price information be designated as confidential.**

## 2.8 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's proposal, in the State's sole discretion.

Vendor RFP responses shall include the following items and those attachments should be arranged in the following order:

- a) Cover Letter
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number and a statement of conflicts (if any) the proposing entity or key employees may have regarding these services. The statement should include conflicts, as well as any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interests are identified, please state so.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the RFP and signed receipt pages of any addenda released in conjunction with this RFP (if required to be returned).
- d) Table of Contents
- e) Technical Response to the Scope of Work including:
  - a. A brief history of the Vendor, including general background, knowledge of CDBG-DR programs, and experience working with relevant agencies or programs
  - b. Business plan to meet the Scope of Work detailing Vendor's unique ability to solve NCORR's business needs.
  - c. A Resume and Bio for each staff member describing the individual staff's qualifications for the position sought and specific expertise with NCORR's business needs. Vendor shall ensure that each staff member presented is assigned uniformly to one of the positions in the Scope of Work throughout Vendor's response. Vendor should present two resumes for each unique position sought in the Scope of Work (See Section 4.6).
- f) Completed version of ATTACHMENT A: PRICING
- g) ATTACHMENT B: INSTRUCTIONS TO VENDORS
- h) ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
- i) Completed ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION
- k) Completed ATTACHMENT F: SUPPLEMENTAL VENDOR INFORMATION

## 2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial offer, made in response to a request by the issuing agency.
- b) **CDBG-DR:** Community Development Block Grant for Disaster Recovery grant.
- c) **CDBG-MIT:** Community Development Block Grant Mitigation
- d) **Contract Lead:** The Contracting Agent listed on the RFP
- e) **Contract Administrator:** The onsite State staff that will serve as the State's Program Manager
- f) **DRRA:** Disaster Risk Reduction Areas
- g) **DRGR:** Disaster Recovery Grant Reporting System
- h) **E-PROCUREMENT SERVICE(S):** The program, system, and associated Services through which the State conducts electronic procurement.
- i) **HUD:** U.S. Department of Housing and Urban Development.
- j) **NCORR:** The North Carolina Office of Recovery and Resiliency
- k) **PRINCIPLE PLACE OF BUSINESS:** That principle place from which the overall trade or business of the Vendor is directed or managed.

- l) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
- m) **RFP:** Request for Proposal
- n) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- o) **SOP:** Standard Operating Procedures
- p) **SOR:** System of Record
- q) **TRA:** Temporary Relocation Assistance
- r) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- s) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.
- t) **URA:** Uniform Relocation Act
- u) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

### **3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS**

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#### **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 on the basis of any prohibited grounds as defined by Federal and State law.

All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the RFP requirements using the Best Value method based on the criteria described below.

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

The 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 RFP. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of proposal 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 proposals received.

#### **3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) 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, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the contents of another Vendor's proposal, another Vendor's qualifications or ability to perform the 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 and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in the State's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the State would not be served by the disqualification. Vendor's proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

### 3.3 PROPOSAL EVALUATION PROCESS

The State shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP.

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

Proposals will be received from each responsive Vendor according to the method of submission specified in Section 2.7 of this RFP.

All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP, unless modified by Addendum.

At that date and time, the proposal from each responding firm will be opened publicly and the name of the Vendor will be announced. If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until 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 Vendors' pricing position.

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

Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of Vendor and its staff, and cost. Specific evaluation criteria are listed in 3.4 EVALUATION CRITERIA, below.

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.

The State reserves the right to reject all original offers and request one or more of Vendors submitting proposals to submit best and final offers (BAFOs), prepared in collaboration with the State after the initial responses to the RFP have been evaluated.

Proposer must demonstrate to the complete satisfaction of NCORR that it has the necessary facilities, ability, and financial resources to provide the services specified herein in a satisfactory manner. Proposer should also give a past history and references to demonstrate its qualifications. NCORR may make reasonable investigations deemed necessary and proper to determine the ability of Proposer to perform the work, and Proposer shall furnish to NCORR all information for this purpose that may be requested. NCORR reserves the right to reject any offer if the evidence submitted by, or investigation of, Proposer fails to satisfy NCORR that Proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein.

#### **1) Source Selection**

A trade-off/ranking method of source selection will be utilized in this procurement to allow the State to award this RFP to the Vendor providing the Best Value, and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against other non-price factors.

- a) Evaluation Process Explanation. The State will review all offers. All offers will be initially classified as being responsive or non-responsive. If an offer is found non-responsive, it will not be considered further. All responsive offers will be evaluated based on stated evaluation criteria. Any references in an answer to another location in the RFP materials or Offer shall have specific page numbers and sections stated in the reference.
- b) To be eligible for consideration, Vendor's offer must substantially conform to the intent of all specifications. Compliance with the intent of all specifications will be determined by the State. Offers that do not meet the full intent of all specifications listed in this RFP may be deemed deficient. Further, a serious deficiency in the offer to any one (1) factor may be grounds for rejection regardless of overall ranking.
- c) The evaluation committee may request clarifications, or presentations from any or all Vendors. However, the State may refuse to accept, in full or partially, the response to a clarification request given by any Vendor. Vendors are cautioned that the evaluators are not required to request clarifications; therefore, all offers should be complete and

reflect the most favorable terms. Vendors should be prepared to send qualified personnel to Durham, North Carolina, to discuss technical and contractual aspects of the offer.

- d) Vendors are advised that the State is not obligated to ask for, or accept after the closing date for receipt of offer, data that is essential for a complete and thorough evaluation of the offer.

## 2) Best and Final Offers (BAFO)

If negotiations or subsequent offers are solicited, the requested Proposers shall provide BAFOs in response. Failure to deliver a BAFO when requested shall disqualify the non-responsive Vendor from further consideration. At its discretion, the State may establish a competitive range based upon evaluations of offers, and request BAFOs from the Vendors within this range; e.g. "Finalist Vendors". The State may evaluate BAFOs, oral presentations, and product demonstrations as part of the Vendors' respective offer to attain their final ranking.

The State reserves the right to reject all original offers and request one or more of the Vendors submitting proposals within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the State, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

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

## 3.4 EVALUATION CRITERIA

Vendor must **demonstrate** to the complete satisfaction of NCORR that it has the necessary ability, and financial resources to provide the services specified herein in a satisfactory manner. Vendors should also **provide** its past history and references to demonstrate its qualifications. NCORR may make reasonable investigations deemed necessary and proper to determine the ability of Vendor to perform the work, and Vendor shall furnish to NCORR all information for this purpose that may be requested. NCORR reserves the right to reject any offer if the evidence submitted by, or investigation of, Vendor fails to satisfy NCORR that it is properly qualified to carry out the obligations of the contract and to complete the work described therein.

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

- a) Proposed Staff Qualifications and/or workplan per Section 5.2 and Experience per Section 4.6
- b) Proposed plan to meet the Scope of Work per Section 5.0
- c) Cost Per Attachment A: Pricing

NCORR may give preference to responses demonstrating experience providing a level of service similar to the items in this RFP for a CDBG-DR grantee of similar or greater size and scope of needs as NCORR.

## 3.5 PERFORMANCE OUTSIDE THE UNITED STATES

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

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



- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

### **3.6 INTERPRETATION OF TERMS AND PHRASES**

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

## **4.0 REQUIREMENTS**

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This Section lists the requirements related to this RFP. By submitting a proposal, Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFP. If Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better proposal, Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.6.

### **4.1 PRICING**

Proposal price shall constitute the total cost to NCORR for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP. Vendor shall complete ATTACHMENT A: PRICING FORM and include in Proposal.

### **4.2 ANTICIPATED PAYMENT STRUCTURE**

It is anticipated that the payment structure of the contract awarded from this RFP will be based on time and effort, with hourly job titles/rates with an estimated maximum number of hours per title. The anticipated maximum number of hours for each position is an estimate only, and these quantities are not guaranteed. Actual hours will be determined at the discretion of NCORR. The final contract will contain an overall Not-To-Exceed amount.

### **4.3 INVOICES**

- a) Vendor must submit one monthly invoice within fifteen (15) calendar days following the end of each month in which work was performed.
- b) Invoices must be submitted to the Contract Administrator in hard copy on the Vendor’s official letterhead stationery and must be identified by a unique invoice number unless otherwise directed by the Contract Administrator. All invoice backup reports and spreadsheets must be provided in electronic format.
- c) Invoices must bear the correct contract number and purchase order number to ensure prompt payment. Vendor’s failure to include the correct purchase order number may cause delay in payment.
- d) Invoices must include an accurate description of the work for which the invoice is being submitted, time and effort reports in NCORR-approved format, the invoice date, the period of time covered, the amount of fees due to Vendor and the original signature of Vendor’s project manager.



#### 4.4 FINANCIAL STABILITY

Vendor shall certify it is financially stable by completing the ATTACHMENT E: 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, Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Administrator may require annual recertification of the Vendor's financial stability.

#### 4.5 HUB PARTICIPATION

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

#### 4.6 VENDOR EXPERIENCE

In its Proposal, Vendor shall **demonstrate** experience with at least three public and/or private sector clients (one of which must be a governmental organization) with similar or greater size and complexity to the State of North Carolina's CDBG-DR and CDBG-MIT grants. In addition, Vendor shall **provide** the **name and contact information for each listed client**, which the State may contact to determine if services provided were substantially similar to those proposed herein.

#### 4.7 BACKGROUND CHECKS

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

#### 4.8 PERSONNEL

Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Administrator. Vendor shall notify the Contract Administrator 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 or reassign approved and accepted staff to Tasks within the Scope of Work by notifying Vendor. Upon such termination, the State may request acceptable substitute personnel or terminate the contract services provided by such personnel.

#### 4.9 VENDOR'S REPRESENTATIONS

- a) 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 agrees that it will not enter any agreement with a third party that may abridge any rights of the State under this Contract. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this 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, and labor necessary for the Vendor to provide and deliver the Services and Deliverables.

- c) Vendor warrants that it has the financial capacity to perform and to continue to perform its obligations under the contract; 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.
  
- e) Compliance with the Copeland “Anti-Kickback” Act
  - i. Vendor shall comply with 18 U.S.C § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
  - ii. Subcontracts. Vendor or subcontractor shall insert in any subcontracts the clause above and such other clauses as HUD may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
  - iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for a debarment as a Vendor and subcontractor as provided in 29 C.F.R. § 5.12.
  
- f) Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to the Regional Office of the Environmental Protection Agency (EPA).
  
- g) Vendor warrants, pursuant to 40 U.S.C. 3702 of the Contract Work Hours and Safety Standards Act, when the contract exceeds \$100,000 and involves the employment of mechanics or laborers, it is in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Vendor warrants it computes the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

**4.10 NC COVID-19 VACCINATION AND TESTING POLICY**

Executive Order 224, signed by Governor Cooper on July 30, 2021, requires all state employees and contractors who may enter facilities at Cabinet Agencies or other participating State Agencies to provide proof of full vaccination or a negative Covid test result within the last seven (7) days. Contractors must follow the requirements of this policy to ensure that their employees are: (1) fully vaccinated or tested weekly, and (2) wearing face coverings where required at Agency facilities.

**4.11 FEDERAL COVID-19 VACCINATION REQUIREMENT**

President Biden issued Executive Order 14042 requiring that all employees working on or in connection with a federal contract be fully vaccinated against COVID-19. By responding to this solicitation, Vendor acknowledges and agrees to comply with the federal COVID-19 vaccination requirements.

**5.0 SCOPE OF WORK**

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**5.1 GENERAL**

NCORR requests proposals from qualified Vendors to provide at least the following expert administrative services to the existing State staff with at least the levels of experience, abilities, and expertise identified below. Vendor and its employees, officers and

executives, and subcontractors, if any, shall be independent Vendors and not employees or agents of the State. The Agreement shall not operate as a joint venture, partnership, trust, agency or any other similar business relationship.

**Vendor shall demonstrate in its proposal response how it meets the following requirements and how it will measure success.**

Vendor personnel provided under this RFP shall be available between the hours of 8:00 AM – 5:00 PM Eastern Time to the NCORR staff. NCORR may require some roles to report to office space, to be provided by NCORR for the awarded Vendor, at the discretion of NCORR and based on the needs of NCORR staff. NCORR offices are principally located in Durham, NC although some roles may require work performed in the field or at designated work centers throughout disaster impacted areas of the state. A list of work centers may be found at <https://www.rebuild.nc.gov/homeowners-and-landlords/homeowner-recovery-program/application-centers>.

The need for full-time Vendor assistance listed under each task below are estimates based on anticipated current needs. NCORR reserves the right to request a level of effort that is greater or lesser than these estimates, including the possibility of requiring additional categories. Upon award, NCORR and the awarded Vendor may finalize a project work plan.

Vendor must identify the personnel to be assigned to the project, including the organizational structure, and each person’s area of responsibility. Vendor must ensure that personnel proposed are uniformly assigned to a distinct position in the Scope of Work throughout its response. Resumes and Bios for each professional assigned to this project are also required. Vendor must have sufficient and qualified staff immediately available to enter into a contract under this RFP and to manage any work called for in the RFP.

Vendor shall propose two staff for each item in the Scope of Work, one as “primary” and one as “secondary.” The same personnel cannot be proposed for greater than one position. All staff proposed must be available to begin work immediately upon award. The selected Vendor shall be notified upon award which personnel are accepted per position. NCORR may evaluate all “Primary” and “Secondary” personnel and accept personnel for a Task not proposed by Vendor.

For Task 12.b through Task 12.f “As-Needed” services only, a workplan proposed by the Vendor describing how these services will be provided must be provided in lieu of resumes. Workplans must identify a point of contact or lead to be provided by the Vendor to ensure these as-needed services are executed successfully. NCORR will approve any proposed workplan and reserves the right to approve all, a portion, or a modification to Vendor’s workplan for the selected Vendor.

By executing this RFP Vendor acknowledges that it agrees with the following statement: “The personnel included in this proposal are not subject to any non-competition agreement that would prevent them from accepting any offer of employment from the North Carolina Office of Recovery and Resiliency.”

NCORR will be using Salesforce as the System of Record (SOR). NCORR will be providing the management of this system, but the awarded Vendor shall use the State’s SOR. NCORR will be using additional systems for financial management and reporting. The awarded Vendor may be asked to help in setting up new systems, separate from the SOR, for financial management, reporting, and other needs as identified by NCORR staff.

Vendor’s proposal response for this project must contain evidence of Vendor’s experience and abilities in the specified area and other disciplines directly related to the proposed service.

Additional information on the projects that are currently planned can be found on NCORR’s website in NCORR’s CDBG-DR and CDBG-MIT Action plans. This can be found at: <https://rebuild.nc.gov/action-plans/>.

## 5.2 TASKS / DELIVERABLES

For this RFP, NCORR requires Vendor to provide the following associated expertise and work requirements.

In its response, the state requires that Vendors propose two (2) resumes, one as “Primary” and one as “Secondary” for each individually identified item in Task 1 through Task 12.a as seen specifically in Attachment A: Pricing table. (e.g. Task 1 requires two staff, therefore Vendor shall provide two primary and two secondary resumes.)

### Task 1

Two (2) Disaster Recovery Grant Reporting System (DRGR) Support Staff – at a minimum, Staff shall be responsible for the following:

- a. Assisting in developing, maintaining, and managing the State’s DRGR system for NCORR in accordance with the

## State's Action Plan.

- i. The Support Staff must have knowledge and understanding of the DRGR system with the ability to revise the existing North Carolina DRGR Action Plan and budget. The Staff member shall generate and submit quarterly performance reports for review.
- b. Assisting in the distribution of DRGR access across NCORR staff as requested.
- c. Developing best practices and process flow charts for reimbursement packet review, draw request review, and check processing and disbursement that ensure proper quality control, meet HUD's requirements for documentation, and meet NCORR-directed ongoing timelines for draw request review and payment.
- d. Developing Quarterly Progress Reports (QPR's) for State staff review.
- e. Providing in-depth ongoing training to State staff on 2 CFR Part 200 and all HUD and federal cross-cutting regulations required for establishing systems and process flow charts that will meet HUD compliance.
- f. Providing guidance on NC's policies and procedures for reimbursement request review regarding HUD guidelines, and help in the revision of existing draw procedures.
- g. Producing draw-down requests for review and approval in DRGR.
- h. Providing technical assistance and training to NCORR on the requirements for use of DRGR.
- i. Providing NCORR, or the Department of Public Safety (DPS), with financial procedural support related to processing, reviewing, and drawing reimbursement requests through DRGR.
- j. Providing training to state, contract, or local staff.
- k. Assisting with other program needs, if requested.

The DRGR Support Staff should have a minimum of three years direct experience in DRGR management and/or CDBG-DR financial management, demonstrated expertise in DRGR Action Plan development, experience in producing Quarterly Performance Reports, or a combination of skills and experience.

## **Task 2**

One (1) **Relocation Specialist** – At a minimum, Relocation Specialist shall be responsible for supporting NCORR in the design and implementation of relocation programs, including the Temporary Relocation Assistance (TRA) program and all required Uniform Relocation Act (URA) policies and procedures. This may include:

- a. Drafting and revising TRA/URA Standard Operating Procedures and Policies and workflow diagrams.
- b. Providing expertise to inform NCORR and NCORR's SOR developers with building or modifying workflow modules in the SOR. Skills sought include policy and programmatic expertise to inform NCORR and NCORR's developers of best practices and do not include SOR development skills.
- c. Assisting with the execution of the TRA program in accordance with the SOP. Assisting with the execution of the URA program in accordance with the SOP.
- d. Conducting reviews of TRA and URA applications for financial, programmatic, and data integrity.
- e. Coordinating with vendors to troubleshoot eligibility and benefit issues.
- f. Overseeing the mailing and tracking of required notices.
- g. Providing assistance on URA and TRA applicability and execution across multiple programs.
- h. Monitoring URA compliance.
- i. Providing training to state, contract, or local staff.
- j. Assisting with other program needs, if requested.

The Relocation Specialist should have a minimum of three years direct experience in HUD program and/or CDBG-DR URA processes for a State grantee or sub-recipient with similar scope of service needs to North Carolina. The *Relocation Specialist* should already have expertise in CDBG-DR regulations and URA regulations.

## **Task 3**

One (1) **Buyout Subject Matter Expert** – The Buyout Subject Matter Expert shall provide Subject Matter Expertise in the implementation of a CDBG-DR/MIT buyout program. This may include:

- a. Assisting in the development of Disaster Risk Reduction Areas (DRRA's) in coordination with State staff.
- b. Providing expertise to inform NCORR and NCORR's SOR developers with building or modifying workflow modules in the SOR. Skills sought include policy and programmatic expertise to inform NCORR and NCORR's developers

- of best practices and do not include SOR development skills.
- c. Helping launch application intake and communication strategy with applicants within DRRAs.
- d. Assisting in the development of NCORR’s Buyout manuals, procedures, and policies.
- e. Provide Subject Matter Expertise to NCORR staff regarding program improvements and Action Plan revisions.
- f. Ensuring all buyout and acquisition activities are in compliance with NCORR policies and procedures, manuals, HUD and cross-cutting Federal regulations, and State law.
- g. Assisting in the implementation in all aspects of the Buyout program from applicant intake to closeout.
- h. Attending on-site meetings with local buyout participants, stakeholders, and sub-recipients.
- i. Providing training to state, contract, or local staff.
- j. Assisting with other program needs, if requested.

The Buyout Subject Matter Expert should have a minimum of three years’ experience managing a buyout or acquisition program for a CDBG-DR grantee or sub-recipient of equivalent size to North Carolina.

**Task 4**

Six (6) **Quality Assurance/Quality Control Specialists** – The Quality Assurance/Quality Control Specialists shall provide internal quality assurance and quality control functions and provide training to existing and new NCORR staff. This may include:

- a. Providing expertise to inform NCORR and NCORR’s SOR developers with building or modifying workflow modules in the SOR. Skills sought include policy and programmatic expertise to inform NCORR and NCORR’s developers of best practices and do not include SOR development skills.
- b. Quality Assurance/Quality Control Specialists at a minimum shall be responsible for the following:
  - i. Developing a monitoring plan.
  - ii. Conducting risk assessments.
  - iii. Drafting monitoring reports with detailed Findings and Concerns.
  - iv. Monitoring NCORR’s programs and subrecipients for compliance according to NCORR’s policies and procedures, NC state law, and HUD and cross-cutting Federal regulations.
  - v. Conducting on-site monitoring visits with the State’s subrecipients for all procurement, financial, construction and other activity.
  - vi. Checking for quality and compliance all the products completed by the State’s recovery efforts as well as firms procured by subrecipients, including awards, environmental reviews, inspections, and all other outputs as requested.
  - vii. Monitoring and tracking all changes to NCORR’s policies and procedures, Action Plans, manuals and checking all policy changes for State and Federal regulations compliance.
  - viii. Provide Technical Assistance to subrecipients.
  - ix. Interfacing with NCORR’s internal training team to describe all changes made to policies and procedures.
  - x. Providing training to state, contract, or local staff.
  - xi. Assisting with other program needs, if requested.

Quality Assurance/Quality Control Specialists should have demonstrated expertise in single-family recovery programs including rehabilitation, reconstruction, elevation, and construction management for single-family programs, other housing programs as defined by NCORR’s Housing Manual, available at [rebuild.nc.gov](http://rebuild.nc.gov), including but not limited to buyout, small rental repair, and multifamily new construction, demonstrated expertise in other programs as defined by the State’s Action Plan, and in programs that support the eligibility determination of housing programs, including but not limited to infrastructure, economic development, environmental review, damage assessments and site-specific environmental reviews.

The Quality Assurance/Quality Control Specialists should each have a minimum of three years’ experience in compliance or equivalent work for a CDBG-DR grantee or subrecipient of approximate size and/or scope to North Carolina.

**Task 5**

Ten (10) **CDBG-DR/MIT Planning and Policy Subject Matter Experts** (SMEs) – Services provided by the SMEs will include, but are not be limited to, drafting program policies, standard operating procedures, job aids, guidebooks, forms, field memoranda and guidance documentation for NCORR review and approval. SMEs shall be provided for eight (8) areas of need identified by NCORR. The SMEs will work with NCORR staff to recommend refinements to operation, documents, and policy to support the consistent and efficient implementation of federal requirements, and to assist with HUD reporting requirements. The SME will support NCORR staff during HUD monitoring visits. The SMEs will provide a number of services including reviewing requests for information from implementation staff which require interpretations of program policy based upon case specific facts; providing training to NCORR staff and NCORR vendor personnel; conducting analyses on current processes and working with NCORR team leads to identify, document and prioritize process improvements; monitoring construction and application processing to identify the root causes of production bottlenecks and providing technical assistance to NCORR staff to increase production levels; developing and issuing Process Improvement Implementation Plans; and assisting NCORR staff with ongoing planning related to future disaster response. The SMEs shall provide subject matter expertise for CDBG-DR/MIT program planning and Action Plan development. The SMEs shall at a minimum be responsible for:

- a. Administrative support and assistance for CDBG-DR/MIT Action Plans content for NCORR staff review and approval, including original Action Plans and Action Plan Amendments.
- b. Analyzing FEMA and other data to inform the State’s Unmet Need Analysis for Action Plans and/or Substantial Action Plan Amendments.
- c. Compiling, editing, analyzing data with expert understanding of CDBG-DR/MIT best practices to provide recommendations to NCORR staff.
- d. Interfacing with NCORR senior staff to provide recommendations for Action Plan design and policy revisions.
- e. Analyzing data to develop Unmet Needs and associated recommendations for the best use of available funding. Writing programs in Action Plans to address Unmet Needs and make best use of available funding.
- f. Providing subject matter expertise on housing programs, mitigation activities, buyout and acquisition programs, infrastructure programs, and all other CDBG-DR/MIT funded recovery actives as needed.
- g. Drafting and revising NCORR Policies and Procedures in accordance with the State Action Plan, State and Federal Laws, Federal Registers, Cross-Cutting Federal requirements, and all other guiding or statutory requirements as needed.
- h. Providing subject matter expertise in CDBG-DR/MIT application intake and processing.
- i. Interpreting HUD guidance, including HUD statutory requirements, in the implementation of CDBG-DR/MIT programs.
- j. Providing expertise to inform NCORR and NCORR’s SOR developers with building or modifying workflow modules in the SOR. Skills sought include policy and programmatic expertise to inform NCORR and NCORR’s developers of best practices and do not include SOR development skills.
- k. Providing training to state, contract, or local staff.
- l. Assisting with other programs, if needed.

***Specific SME positions for Task 5:*****Task 5.a****One (1) Finance and Compliance SME.**

The Finance and Compliance SME must have direct experience managing financial controls for a Grantee, developing accounting and budgeting plans and processes, experience in monitoring and compliance, or a combination of skills and expertise to provide expert administrative support to NCORR’s Finance and Compliance division. The Finance and Compliance SME will assist in policy development and monitoring the following; program development and review, process flow, implementation plan and certification development, Anti Fraud Waste and Abuse policy development and implementation, Davis Bacon requirements, Personally Identifying Information policy development and implementation, cross-cutting federal requirements, all other Finance and Compliance-related policy and program needs, will assist in ensuring that CDBG-DR/MIT funded programs conform to fair housing requirements and other cross-cutting requirements set in 24 CFR Part 570 Subpart K and other requirements, and should be able to demonstrate substantial experience with



these requirements during evaluation.

The Finance and Compliance SME should have three (3) years direct experience in CDBG-DR financial management for a CDBG-DR grantee of equivalent or greater size to North Carolina. The Finance and Compliance SME should have experience authoring financial policies and procedures in accordance with cross-cutting federal regulations for a CDBG-DR grantee.

#### **Task 5.b**

##### Two (2) Housing Programs SMEs

Housing Programs SMEs must have demonstrated expertise in single-family (rehabilitation, reconstruction, MHU rehabilitation or replacement, reimbursement, and elevation) CDBG-DR housing program implementation. Housing SMEs may be tasked with specific projects or focus areas determined by NCORR, such as temporary relocation assistance, recovering homeowner storage solutions, and other areas of need. For such tasks Housing SMEs may be tasked with logistics, invoicing, and applicant service to ensure timely delivering of housing programming. Housing SME should have expertise in data analysis, Action Plan development, HUD-compliant policy generation, previous experience generating policies and procedures for a CDBG-DR grantee or sub-recipient of equivalent or greater scope of service or size to North Carolina, demonstrated expertise in policy generation or implementation of CDBG-DR single-family housing programs, or a combination of skills and experience in CDBG-DR policy generation or implementation specific to single-family programs.

Housing Programs SME should have a minimum of three years direct experience in CDBG-DR single-family program policy and/or implementation for a grantee or sub-recipient of equivalent or greater scope of service and size to North Carolina. Housing Programs SME should have strong writing and communication skills, organizational skills, substantial knowledge of NCORR's single-family housing program, ability to interpret complex regulations, Federal Register notices, duplication of benefits policy, and make policy and program recommendations to NCORR staff.

#### **Task 5.c**

##### Two (2) Planning SMEs

The Planning SME must have demonstrated expertise in data analysis, Action Plan development, HUD-compliant policy generation, previous experience generating policies and procedures for a CDBG-DR grantee or sub-recipient of equivalent or greater scope of service or size to North Carolina, demonstrated expertise in policy generation or implementation of CDBG-DR single-family housing programs, infrastructure programs, buyout/acquisition programs, or a combination of skills and experience in CDBG-DR policy generation or implementation.

The Planning SME will focus on the development and maintenance of the State Action Plan for CDBG-DR/MIT grants including Substantial Amendments, should have expertise in GIS (ArcGIS) and mapping analysis to define DRRAs, produce visual aids through various industry-standard mapping tools, and will assist in all data analysis and visual analytics tool generation and production. NCORR may not provide access to GIS or mapping tools, Vendor shall make these tools available to at least the Planning SME at no additional cost to NCORR.

Planning SME should have a minimum of three (3) years direct experience in CDBG-DR program policy and/or implementation, and should have experience drafting original Action Plan content for grantee or sub-recipient of equivalent or greater scope of service and size to North Carolina.

#### **Task 5.d**

##### One (1) Construction SME

The Construction SME shall develop, draft, and maintain NCORR's cross-cutting construction requirement policies and procedures for single family, multi-family, and community development or infrastructure projects. Construction SME should have substantial knowledge of NCORR's policies and practices related to construction, and may draft and maintain Standard Operating Procedures related to construction practices. The Construction SME may be tasked with tracking construction completion on community development and infrastructure projects and is expected to ensure NCORR funded projects maintain full compliance with construction related cross-cutting requirements, such as Davis-Bacon and Related Acts (DBRA), HUD Section 3, and others. The Construction SME may be asked to conduct additional work as needed to assist in effective monitoring, reporting, and completion of construction projects.

Construction SME should have a minimum of three (3) years direct experience in the design or implementation of a Small Rental program of equivalent size or scope to North Carolina. Knowledge of mitigation best practices and floodplain management is highly desirable.

**Task 5.e**

One (1) **Affordable Housing SME**

The Affordable Housing SME will develop and maintain NCORR's policies and procedures for the Affordable Housing program. Affordable Housing SME should have experience in CDBG-DR New Construction, Single-Family programs, multifamily programs, housing projects funded in whole or in part with CDBG-DR/MIT including LIHTC projects, or a combination of skills and experience in CDBG-DR implementation to qualify the SME to design and assist in the implementation of the Affordable Housing program.

The Affordable Housing SME should have a minimum of three (3) years direct experience in designing or implementing housing programs for a CDBG-DR grantee of equivalent or greater size to North Carolina.

**Task 5.f**

One (1) **Code Enforcement SME**

Code Enforcement SME will assist in the design and implementation of NCORR's Code Enforcement programs, drafting program Policies and Standard Operating Procedures for the program, and assisting in program implementation as needed. May also interface with local code enforcement offices to ensure compliance with local code enforcement and permitting requirements.

The Code Enforcement SME should have a minimum of three (3) years direct experience in the development of CDBG-DR programs related to Housing or Construction management, public service delivery using CDBG-DR funds, or direct experience forming agreements and processes with subrecipients and managing subrecipient agreements.

**Task 5.g**

One (1) **Communication Services SME**

Communication Services SME will assist NCORR in the design and implementation of effective communication campaigns, including social media, email, and print media campaigns to increase awareness of NCORR activities. Communication Services SME will also assist in the copy editing and accessibility of NCORR generated manuals, guides, policies, and other documents intended for public consumption. This task shall also ensure Section 508 compliance and coordinate translation services, as needed.

The Communication Services SME should have a minimum of three (3) years direct experience in editing and/or design work, including graphic design, for a public entity similar to NCORR.

**Task 5.h**

One (1) **Closeout SME**

Closeout SME will assist NCORR in the design and implementation of project by project closeout as well as programmatic closeout of NCORR activities. Closeout activities include practical policy generation and implementation, system of record business needs development for closeout, advising on individual applicant and participant issues as they relate to closeout, and DRGR system closeout assistance.

The Closeout SME should have a minimum of three (3) years direct experience in CDBG-DR/MIT, with an emphasis on closeout activities.



**Task 6**

Three (3) **CDBG-DR Environmental Review Specialists** — Services provided by the CDBG-DR Environmental Review Specialist may include but are not limited to:

- a. Documenting program compliance with federal environmental regulations including NEPA.
- b. Providing expertise to inform NCORR and NCORR's SOR developers with building or modifying workflow modules in the SOR. Skills sought include policy and programmatic expertise to inform NCORR and NCORR's developers of best practices and do not include SOR development skills.
- c. Reviewing area-wide (Tier 1) environmental review records prepared by NCORR's contractors for compliance and accuracy.
- d. Reviewing site-specific environmental reviews prepared by NCORR's contractors for compliance and accuracy.
- e. Providing environmental Subject Matter Expertise in all of North Carolina's Action Plan-defined programs including but not limited to housing programs, buyouts and acquisitions, and infrastructure repair.
- f. Providing training to state, contract, or local staff.
- g. Assisting with other programs, if needed.

The Environmental Review Specialist should have a minimum of three years direct experience in providing environmental review Subject Matter Expertise for a grantee or subrecipient of equivalent or greater scope of service and size to North Carolina. Consultant should have prior experience authoring or reviewing area-wide (Tier 1) environmental review records and authoring or reviewing site-specific (Tier 2) environmental reviews.

**Task 7**

One (1) **CDBG-DR Infrastructure Specialist** – Services provided by the CDBG-DR Infrastructure Specialist shall include but are not limited to:

- a. Providing expertise to inform NCORR and NCORR's SOR developers with building or modifying workflow modules in the SOR. Skills sought include policy and programmatic expertise to inform NCORR and NCORR's developers of best practices and do not include SOR development skills.
- b. Preparing, updating, and maintaining Infrastructure policy manuals, operational procedures, and workflow diagrams.
- c. Providing training to state, contract, or local staff to ensure program compliance.
- d. Providing Infrastructure Subject Matter Expertise in all of North Carolina's Action Plan-defined programs including but not limited to housing programs, buyouts, and acquisitions.
- e. Providing training to state, contract, or local staff.
- f. Assisting with other programs, if needed.

The Infrastructure Specialist should have a minimum of three years direct experience in providing infrastructure Subject Matter Expertise for a grantee or subrecipient of equivalent or greater scope of service and size to North Carolina. Infrastructure Specialist should have prior experience authoring CDBG-DR infrastructure policies and/or implementing CDBG-DR infrastructure programs.

**Task 8**

One (1) **Reporting Specialist** – Services provided by the Reporting Specialist shall include but are not limited to:

- a. Program management of a public reporting portal aggregating disaster spending and project information to inform the public.
- b. Assist in the drafting, maintenance, and delivery of programmatic production reports within the State's System of Record (Salesforce) as needed.
- c. Assist in the generation of reporting metrics, reporting tools, visual analytics, and special projects as needed.
- d. Providing training to state, contract, or local staff.
- e. Assisting with other programs, if needed.

The Reporting Specialist should have a minimum of three years direct experience in providing reporting or business analytics

solutions to a CDBG-DR grantee. The Reporting Specialist should have experience in the use of Salesforce, GIS, and other industry standard reporting tools.

### **Task 9**

Two (2) **Housing Recovery Program Specialist** – Services provided by the Housing Recovery Program Specialist shall include but are not limited to:

- a. Provide expert administrative support to the NCORR Program Management Office in administering the Housing Recovery Program (HRP).
- b. Review and maintain policies; draft original Standard Operating procedures to implement NCORR policies.
- c. Develop Quality Control checklists and procedures; review HRP awards, eligibility determinations, duplication of benefits calculations, inspection reports, etc. for quality and adherence to policy and procedure. Provide key administrative support for all phases of the HRP to ensure quality.
- d. Provide reports to the Program Management Office on eligibility trends, provide support to correct errors in award determinations and implementation of the program.
- e. Work closely with the Program Management Office and the Business Systems office to review the System of Record business needs; develop User Stories, design new processes for program staff use of the System of Record and coordinate with System of Record developers to make process and system improvements.
- f. Assist with all aspects as directed to provide expert administrative support for the HRP.
- g. Assist in the generation of reporting metrics, reporting tools, visual analytics, and special projects as needed.
- h. Providing training to state, contract, or local staff.
- i. Assisting with other programs, if needed.

The Housing Recovery Program Specialist shall perform all services necessary to assist an applicant with relocation services, including ordering, scheduling, and coordinating with moving services, offsite and onsite storage services, booking and coordinating with hotels, motels, and other accommodations including lease agreements in accordance with NCORR relocation policies. Vendor shall coordinate with the proposed vendor identified in Task 11 above to coordinate payment of these items. Services and items secured by the logistical work for this task shall be reimbursed at cost in accordance with NCORR policy.

The Housing Recovery Program Specialist should have a minimum of three years direct experience in program management of a Housing Recovery Program for a CDBG-DR grantee, or quality control and quality assurance experience for a CDBG-DR grantee.

### **Task 10**

Vendor shall be responsible for conducting inspections and developing scopes of work using Xactimate that meet all Federal, State, HUD and NCORR regulations including but not limited to Energy Star, Green Building Standards, local building codes, and HUD housing regulations. Vendor shall ensure inspectors are fully trained and develop Estimated Cost of Repairs (ECRs) and Damage Repair Verification (DRV) in one site visit to ease the burden on applicants. Inspections may be required across several NCORR funded programs but primarily focuses on the Homeowner Recovery Program.

Lead-based paint inspections include a visual assessment and collection (subsequent analysis) of environmental samples for settled dust. Asbestos containing material (ACM) testing includes the survey, identification and assessment of the condition of ACM in designated areas, the recording and reporting thereof, and the collection of bulk samples of asbestos or suspected ACM for laboratory analysis. In providing these services, the Vendor shall adhere to the regulations promulgated by the State of North Carolina and local county regulations. The Vendor shall be fully familiar with these regulations, as well as related federal regulations such as 40 CFR Part 763 (Asbestos Containing Material in Schools), 40 CFR Part 1926.1101 (Construction) and 40 CFR Part 61 (Subpart M) (Hazardous Air Emissions), as may be applicable. Testing for ACM requires the Vendor to deploy a North Carolina accredited asbestos inspector. The inspector shall perform asbestos surveys consisting of both visual and written inspection of the location, quantity, friability, condition of suspected ACM and the collection of samples from suspected ACM utilizing sampling methods found in North Carolina State Law. The Vendor shall take photographs deemed necessary by the inspector to document the location and condition of suspect ACM. Vendor may

need to order the services of environmental laboratories to determine the results of an environmental inspection. Vendor shall account for the cost of such services in the response to this RFP.

**Task 10.a**One (1) **Inspection Lead**

Services provided by the Inspection Lead shall include but are limited to:

- a. Supervise the work product and delivery of services of the Inspection Specialist team, detailed below.
- b. Coordination and scheduling of inspections as required by Inspection Specialists, detailed below.
- c. Develop standard operating procedures and contribute to program policy design to improve inspection process outcomes.
- d. Ensure scheduling and delivery of environmental hazard inspections, including inspection test results for lead-based paint and asbestos containing materials.
- e. Ensure timely delivery of all inspected properties.
- f. Ensure full QA/QC review on all inspection records to establish quality work before submitting the file to NCORR.
- g. Answer questions and facilitate communication between the inspection team and other NCORR teams.

The Inspection Lead should have a minimum of three years of CDBG-DR damage inspection experience or similar.

**Task 10.b**Ten (10) **Inspection Specialists**

Services provided by Inspection Specialist shall include but are not limited to:

- a. Visual inspection of property damage.
- b. Record and upload photographic evidence of all repairs or damages including roofs, crawl spaces, and attics.
- c. Photographically record high water marks per property inside and outside of the impacted structure.
- d. DRV- Estimate of all work completed using Xactimate.
- e. ECR- Estimate of work to be completed using Xactimate to meet HQS and all applicable Federal, State, and local codes and regulations.
- f. Mold inspections, testing and scoping activities.
- g. Lead-based paint inspections, testing and scoping.
- h. Asbestos containing materials inspections, testing, and scoping.
- i. Radon inspections, testing and scoping activities.
- j. Vendor must provide services to assess whether structural damages must be referred to an engineer and subsequently must develop an ECR for structural damage, if deemed necessary by an engineer.
- k. Performing vacancy inspections for property prepared for NCORR buyout activity and securing vacant property.
- l. Upload of all inspection data and evidence to the file in the System of Record.

The Inspection Specialist(s) should have a minimum of one year of CDBG-DR damage inspection experience or equivalent. Inspection Specialists and the Inspection Lead provided by the vendor are expected to maintain access to the Xactimate platform and the vendor must ensure such access. NCORR must have full access and ownership of all Xactimate estimates, reports, supplemental information, and other data generated during or due to an inspection or upon specific tasks or requests produced by NCORR staff. Inspection Specialists are expected to work in the field for a substantial amount of their effort. Therefore the Vendor is encouraged to become familiar with the ReBuild NC Center locations and plan capacity around those center locations in its response.

**Task 11**

To facilitate the timely delivery of NCORR services, the Vendor shall provide turnkey services to support the NCORR Finance and Accounting division.

Vendor shall be responsible for coordinating with NCORR leadership to continuously assess staff needs over time to provide appropriate service as payment volume fluctuates. Vendor will also be responsible for providing any management software, systems, or other business solutions to increase program efficiency. Vendor shall provide direct accounting and payment processing as directed including the generation and delivery of physical checks to payees. Vendor may also facilitate collection of duplication of benefit (DOB) payments in the form of escrow paid by a recovering homeowner or by other mechanism to be developed in coordination with NCORR, such as a payment plan or other arrangement. NCORR-approved costs to support these solutions would be reimbursed against the total Not-to-Exceed value of the contract and shall not be included in Attachment A: Pricing.

This task includes two support roles to manage completion of this item.

**Task 11.a**

One (1) Accounting Manager – Vendor shall designate a single responsible staff for all Accounting needs. Responsibilities include, but are not limited to:

- a. Oversee the development of accounting services to include:
  - a. The disbursement of payments to program vendors, beneficiaries, and other payees and
  - b. The receipt, deposit, general management, and reporting of program applicant escrow payments, including payment plans and other methods developed by NCORR for the collection of receivables from program beneficiaries.
- b. Coordinate directly with NCORR leadership, NCORR Finance, DPS Controller, and external partners as needed.
- c. Manage systems access for staff, provide business practice solutions to expedite payments and manage the collection of escrow receipts, train accounting staff and maintain efficiency of accounting staff, and maintain internal controls consistent with Generally Accepted Accounting Principles (GAAP).
- d. Coordinate with NCORR Finance, DPS Controller, the NC Office of State Controller, and the NC Department of State Treasury regarding the design of state checks, managing electronic funds transfer payments, and providing positive pay files to the state's core banking system of the State Treasury.
- e. Develop process improvement plans including the procurement and delivery of new management software, as approved.
- f. Manage workflows for payment processing and distribution and the receipt and deposit of escrow funds.
- g. Direct the gathering of needed information to:
  - a. Remit payment to vendors and program beneficiaries and organize payment data to assist NCORR Accounting in its effort to remit payments.
  - b. Receive escrow payments from program beneficiaries and manage the deposit of these receivables.
- h. Assist NCORR leadership, staff, and other HOPE Program resources as requested.
- i. Other duties as assigned.

The Accounting Manager should have a minimum of three years direct experience in CDBG-DR financial management or equivalent and demonstrated experience leading a financial management operation of a similar size and scope of NCORR's CDBG-DR and CDBG-MIT grants.

**Task 11.b**

Three (3) Accounting Supervisors – Responsibilities include, but are not limited to:

- a. Manage data entry and data collection to process and management accounts payable and accounts receivable activities, including daily deposits.
- b. Directly key data, process reports, manage upload and import or export of batch reports to provide payables and receivables information
- c. Other duties as assigned.

The Accounting Supervisor should have a minimum of three years direct experience in CDBG-DR financial management or equivalent.

**Task 11.c**

One (1) IT Systems Manager – Responsibilities include, but are not limited to:

- a. Supervises the delivery, configuration, development, enhancement, and revisions of a management system(s) to facilitate processing program payments and the collection and deposit of beneficiary escrow payments.
- b. Provide Standard Operating Procedures, workflows, and job aids for the processing of payables and receivable through the vendor provided management system.
- c. Advise the NCORR Accounting and Business Systems and Reporting Teams
- d. Assign work to IT Technicians, maintaining productivity and distribution of payment processing over time.
- e. Support direct payment processing and the collection of program receivables, as needed.
- f. Other duties as assigned.

The IT Systems Manager should have a minimum of three years direct experience in IT Systems Management as it relates to payment processing for a financial management operation of a similar size and scope of NCORR's CDBG-DR and CDBG-MIT grants.

**Task 11.d**

Two (2) IT Technicians – Responsibilities include, but are not limited to:

- a. Conduct system configuration, development, enhancement, and revision activities for the vendor-delivered management system to facilitate processing program payments and the collection and deposit of beneficiary escrow payments.
- b. Provide ongoing maintenance and support to the vendor-delivered management system(s).
- c. Support the processing of program payments through importing and import or export of batch reports to provide payment information.
- d. Support the collection, processing, and deposit of program receivables.
- e. Other duties as assigned.

The IT Technician should have a minimum of three years direct experience in IT Systems Management.

**Task 11.e**

One (1) Mail Processing Supervisor – Responsibilities include, but are not limited to:

- a. Supervises the printing and mailing of physical checks through the United States Postal Service.
- b. Provide all software systems and equipment necessary for the printing of checks and inserts as needed.
- c. Manage the requisition and inventory of all supplies necessary to conduct check printing, including check stock, postage, envelopes, and potential inserts.

- d. Oversee ongoing maintenance and support of printing and mailing systems and equipment.
- e. Assign work to Mail Processing Technicians, maintaining productivity and distribution of physical checks over time.
- f. Other duties as assigned.

The Mail Processing Supervisor should have a minimum of three years of check delivery, logistics, and requisition experience for a financial management operation of a similar size and scope of NCORR's CDBG-DR and CDBG-MIT grants.

**Task 11.f**

Two (2) Mail Processing Technicians – Responsibilities include, but are not limited to:

- a. Conduct the printing and mailing of physical checks through the United States Postal Service.
- b. Requisition all supplies and manage inventory necessary to conduct check printing, including check stock, postage, envelopes, and potential inserts.
- c. Oversee ongoing maintenance and support of printing and mailing systems and equipment
- d. Maintain productivity and distribution of physical checks over time.
- e. Other duties as assigned.

The Mail Processing Technician should have a minimum of three years of check delivery, logistics, and requisition experience.

**Task 12**

In addition to staff augmentation services, NCORR requires certain skill sets which are not expected to be a full-time commitment. These services are expected to be delivered as needed and upon request by NCORR. The vendor is expected to maintain a relationship with these service providers to be able to order these services in a timely manner.

**Task 12.a**

As-Needed **Project Managers** – The Project Manager(s) may be responsible for assisting NCORR staff with project management to support the development, coordination, and operation of NCORR's programs. The Project Manager(s) will be used to provide staff augmentation in areas where internal resources are limited, on an as-needed basis.

The Project Manager(s) should have a minimum of three years of CDBG-DR project management experience or equivalent. Prior experience in CDBG-DR housing programs is preferred.

**Task 12.b**

As-Needed **Property Appraisals** – An appraisal of the current fair market value of certain properties may be required by NCORR as needed. The appraisal shall be conducted by an individual that is a certified general appraiser in the State of North Carolina. The appraisal must be in accordance with the most recent Uniform Standards of Professional Appraisal Practices (USPAP) guidance and the current fair market value shall be reported using the Uniform Residential Appraisal Report (Form 1004) for residential property. Other forms may be required for other appraisal methods. Appraisals may be performed on single-family residential property, multi-family residential property, vacant land, and commercial/non-residential property.

**Task 12.c**

As-Needed **Boundary Surveys** – Vendor shall be responsible for conducting boundary surveys that meet all Federal, State, local, HUD, and NCORR regulations and requirements. Appraisals shall include an identification of all encumbrances or easements on the property through the boundary survey, as well as provide an analysis as to whether any present encumbrances or easements affect an applications eligibility and the necessary steps to address and remediate any encumbrances or easements, as required.

**Task 12.d**

As-Needed **Title Services** – Vendor shall provide title services management in accordance with NCORR approved policies and procedures. Specific services include title search, securing title insurance commitments, performing basic title curative work to resolve issues that impact merchantability or transferability of property in accordance with NCORR policies, issuance of an owner’s title policy in accordance with NCORR policies and procedures, preparing deeds – including any required restrictive covenants – and ensuring deeds are recorded at the Office of the Register of Deeds for the county of residence where the property is located. Title services must be executed by a North Carolina State licensed attorney in accordance with the American Land Title Association (ATLA) standards.

**Task 12.e**

As-Needed **Short Sale and Closing Services** – Vendor shall perform all services necessary to complete Short Sale Negotiations for applicants as requested by NCORR. Services include but are not limited to communicating with property owners as needed to facilitate the short sale, communicating with all mortgage lenders and lien holders, and communicating with all municipalities as needed. Vendor shall also perform all services necessary to close and execute Offers with applicants and legally convey properties from applicants to the unit of local government. Services include but are not limited to in-person consultations to explain the offer and property conveyance process, generating and executing purchase agreements and closing documentation, and ensuring that all state and local laws are followed in the execution of real estate closings.

**Task 12.f**

As-Needed **Eligibility and Benefits Verification Services** – Vendor shall perform all services necessary to verify income and benefits information for NCORR program participants through third-party services. Such services include Equifax “Work Number” services, IRS Tax Transcript verification services, Employment Verification Services, or other similar services to verify income. Benefit verification services include consumer report services to verify insurance claims, such as LexisNexis verification services or similar, as well as other tools and services to verify benefits information for NCORR program participants.

**5.3 ACCEPTANCE OF WORK**

In the event acceptance criteria for any work or deliverables is not described in contract documents or work orders hereunder, the State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or 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 of the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any requirements, acceptance criteria or otherwise fail to conform to the contract, the State may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code as adopted in North Carolina.

**5.4 TRANSITION ASSISTANCE**

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, Vendor shall provide, at the option of the State, up to two (2) months after such end date all such reasonable transition assistance requested by the State, 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 deemed to be governed by the terms and conditions of this 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 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.

**6.0 CONTRACT ADMINISTRATION****6.1 PROJECT MANAGER AND CUSTOMER SERVICE**

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

the Project Manager will not be invoiced. The Project Manager will be a representative of the Vendor authorized to make decisions on its behalf.

**6.2 PERFORMANCE**

The Contract Administrator for the State may conduct quarterly performance reviews of performance under the contract. The format and content of the quarterly review will be shared with the Vendor Project Manager. The quarterly performance reviews will assess the onsite staff and Vendor’s compliance with the Scope of Work and the individual performance of the onsite contract staff as needed. The performance reviews may include requirements of the Vendor to take corrective action related to onsite staff performance.

**6.3 DISPUTE RESOLUTION**

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the State’s Contract Administrator for resolution. A claim by the State shall be submitted in writing to the Vendor’s Project Manager for resolution. The Parties shall 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. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

**6.4 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.



**ATTACHMENT A: PRICING**

**Download and complete the Excel Spreadsheet located in the Sourcing Tool.**

**Below is the Price Table that appears in Excel.**

**COST OF VENDOR’S OFFER**

The Price Proposal for Task 1 through Task 12.a should consist of hourly contract rates fully inclusive of salary, overhead, travel outside of the home office and expenses. Inspection Staff included in Task 10 may be reimbursed at Vendor’s expense at Vendor’s discretion, but such travel costs should be included in Vendors proposed hourly rate. No additional costs will be paid. Vendor is responsible for providing cell phones, computers/laptops, and all IT support related thereto; and, procurement of any software necessary to perform the requirements herein.

Task 12.b through Task 12.f shall include the cost of each *successful and complete service unit delivered*, inclusive of salary, overhead, travel outside of the home office and other expenses.

The Price Proposal must be submitted in the following form. The estimated maximum hours below are to be used only for the purposes of evaluation. The State does not guarantee minimum or maximum number of hours. Please note: no billing rate ranges will be accepted.

**COST COMPONENTS OF INITIAL TERM – YEAR ONE**

Task/Title	Hourly Billing Rate	Est. Maximum Hours/Est. Quantity	Subtotal	Task Total	
<b>Task 1:</b>					
DRGR Support Staff (1)	\$	2000	\$		
DRGR Support Staff (2)	\$	2000	\$	\$	<b>Task 1 Total</b>
<b>Task 2:</b>					
Relocation Specialist (1)	\$	2000	\$	\$	<b>Task 2 Total</b>
<b>Task 3:</b>					
Buyout Subject Matter Expert (1)	\$	2000	\$	\$	<b>Task 3 Total</b>
<b>Task 4:</b>					
Quality Assurance/Quality Control Specialist (1)	\$	2000	\$		
Quality Assurance/Quality Control Specialist (2)	\$	2000	\$		
Quality Assurance/Quality Control Specialist (3)	\$	2000	\$		
Quality Assurance/Quality Control Specialist (4)	\$	2000	\$		
Quality Assurance/Quality Control Specialist (5)	\$	2000	\$		
Quality Assurance/Quality Control Specialist (6)	\$	2000	\$	\$	<b>Task 4 Total</b>
<b>Task 5</b>					
5.a Finance and Compliance SME (1)	\$	2000	\$		
5.b Housing Programs SME (1)	\$	2000	\$		

5.b Housing Programs SME (2)	\$	2000	\$		
5.c Planning SME (1)	\$	2000	\$		
5.c Planning SME (2)	\$	2000	\$		
5.d Construction SME (1)	\$	2000	\$		
5.e Affordable Housing SME (1)	\$	2000	\$		
5.f Code Enforcement SME (1)	\$	2000	\$		
5.g Communication Services SME (1)	\$	2000	\$		
5.h Closeout SME (1)	\$	2000	\$	\$	<b>Task 5 Total</b>
<b>Task 6</b>					
CDBG-DR Environmental Review Specialist (1)	\$	2000	\$		
CDBG-DR Environmental Review Specialist (2)	\$	2000	\$		
CDBG-DR Environmental Review Specialist (3)	\$	2000	\$	\$	<b>Task 6 Total</b>
<b>Task 7</b>					
CDBG-DR Infrastructure Specialist (1)	\$	2000	\$	\$	<b>Task 7 Total</b>
<b>Task 8</b>					
Reporting Specialist (1)	\$	2000	\$	\$	<b>Task 8 Total</b>
<b>Task 9</b>					
Housing Recovery Program Specialist (1)	\$	2000	\$		
Housing Recovery Program Specialist (2)	\$	2000	\$	\$	<b>Task 9 Total</b>
<b>Task 10</b>					
10.a Inspection Lead (1)	\$	2000	\$		
10.b Inspection Specialist (1)	\$	2000	\$		
10.b Inspection Specialist (2)	\$	2000	\$		
10.b Inspection Specialist (3)	\$	2000	\$		
10.b Inspection Specialist (4)	\$	2000	\$		
10.b Inspection Specialist (5)	\$	2000	\$		
10.b Inspection Specialist (6)	\$	2000	\$		
10.b Inspection Specialist (7)	\$	2000	\$		
10.b Inspection Specialist (8)	\$	2000	\$		
10.b Inspection Specialist (9)	\$	2000	\$		
10.b Inspection Specialist (10)	\$	2000	\$	\$	<b>Task 10 Total</b>
<b>Task 11</b>					
11.a Accounting Manager (1)	\$	2000	\$		
11.b Accounting Supervisor (1)	\$	2000	\$		
11.b Accounting Supervisor (2)	\$	2000	\$		

11.b Accounting Supervisor (3)	\$	2000	\$		
11.c IT Systems Manager (1)	\$	2000	\$		
11.d IT Technician (1)	\$	2000	\$		
11.d IT Technician (2)	\$	2000	\$		
11.e Mail Processing Supervisor (1)	\$	2000	\$		
11.f Mail Processing Technician (1)	\$	2000	\$		
11.f Mail Processing Technician (2)	\$	2000	\$		\$
<b>Task 12</b>					
12.a As-Needed Project Managers	\$	4000	\$		
12.b As-Needed Property Appraisals	\$	1000	\$		
12.c As-Needed Boundary Surveys	\$	1000	\$		
12.d As-Needed Title Services	\$	1000	\$		
12.e As-Needed Short Sale and Closing Services	\$	1000	\$		
12.f As-Needed Eligibility and Benefit Services	\$	1000	\$		\$
				\$	<b>Initial Term NTE</b>

**COST COMPONENTS OF EACH OPTIONAL 6 MONTH EXTENSION**

Task/Title	Hourly Billing Rate	Est. Maximum Hours/Est. Quantity	Subtotal	Task Total	
<b>Task 1</b>					
DRGR Support Staff (1)	\$	1000	\$		
DRGR Support Staff (2)	\$	1000	\$	\$	<b>Task 1 Total</b>
<b>Task 2</b>					
Relocation Specialist (1)	\$	1000	\$	\$	<b>Task 2 Total</b>
<b>Task 3</b>					
Buyout Subject Matter Expert (1)	\$	1000	\$	\$	<b>Task 3 Total</b>
<b>Task 4</b>					
Quality Assurance/Quality Control Specialist (1)	\$	1000	\$		
Quality Assurance/Quality Control Specialist (2)	\$	1000	\$		
Quality Assurance/Quality Control Specialist (3)	\$	1000	\$		
Quality Assurance/Quality Control Specialist (4)	\$	1000	\$		
Quality Assurance/Quality Control Specialist (5)	\$	1000	\$		
Quality Assurance/Quality Control Specialist (6)	\$	1000	\$		\$

<b>Task 5</b>						
5.a Finance and Compliance SME (1)	\$	1000	\$			
5.b Housing Programs SME (1)	\$	1000	\$			
5.b Housing Programs SME (2)	\$	1000	\$			
5.c Planning SME (1)	\$	1000	\$			
5.c Planning SME (2)	\$	1000	\$			
5.d Construction SME (1)	\$	1000	\$			
5.e Affordable Housing SME (1)	\$	1000	\$			
5.f Code Enforcement SME (1)	\$	1000	\$			
5.g Communication Services SME (1)	\$	1000	\$			
5.g Closeout SME (1)	\$	1000	\$	\$		<b>Task 5 Total</b>
<b>Task 6</b>						
CDBG-DR Environmental Review Specialist (1)	\$	1000	\$			
CDBG-DR Environmental Review Specialist (2)	\$	1000	\$			
CDBG-DR Environmental Review Specialist (3)	\$	1000	\$	\$		<b>Task 6 Total</b>
<b>Task 7</b>						
CDBG-DR Infrastructure Specialist (1)	\$	1000	\$	\$		<b>Task 7 Total</b>
<b>Task 8</b>						
Reporting Specialist (1)	\$	1000	\$	\$		<b>Task 8 Total</b>
<b>Task 9</b>						
Housing Recovery Program Specialist (1)	\$	1000	\$			
Housing Recovery Program Specialist (2)	\$	1000	\$	\$		<b>Task 9 Total</b>
<b>Task 10</b>						
10.a Inspection Lead (1)	\$	1000	\$			
10.b Inspection Specialist (1)	\$	1000	\$			
10.b Inspection Specialist (2)	\$	1000	\$			
10.b Inspection Specialist (3)	\$	1000	\$			
10.b Inspection Specialist (4)	\$	1000	\$			
10.b Inspection Specialist (5)	\$	1000	\$			
10.b Inspection Specialist (6)	\$	1000	\$			
10.b Inspection Specialist (7)	\$	1000	\$			
10.b Inspection Specialist (8)	\$	1000	\$			
10.b Inspection Specialist (9)	\$	1000	\$			
10.b Inspection Specialist (10)	\$	1000	\$	\$		<b>Task 10 Total</b>
<b>Task 11</b>						

11.a Accounting Manager (1)	\$	1000	\$		
11.b Accounting Supervisor (1)	\$	1000	\$		
11.b Accounting Supervisor (2)	\$	1000	\$		
11.b Accounting Supervisor (3)	\$	1000	\$		
11.c IT Systems Manager (1)	\$	1000	\$		
11.d IT Technician (1)	\$	1000	\$		
11.d IT Technician (2)	\$	1000	\$		
11.e Mail Processing Supervisor (1)	\$	1000	\$		
11.f Mail Processing Technician (1)	\$	1000	\$		
11.f Mail Processing Technician (2)	\$	1000	\$		\$
<b>Task 12</b>					
12.a As-Needed Project Managers	\$	2000	\$		
12.b As-Needed Property Appraisals	\$	500	\$		
12.c As-Needed Boundary Surveys	\$	500	\$		
12.d As-Needed Title Services	\$	500	\$		
12.e As-Needed Short Sale and Closing Services	\$	500	\$		
12.f As-Needed Eligibility and Benefit Services	\$	500	\$		\$
				\$	<b>Each Optional Term NTE</b>

	<b>Total Estimated Maximum # of Hours of Effort and Service Delivery for all five (5) potential Contract Terms</b>	<b>Total not-to-exceed price for all five (5) potential Contract Terms</b>
<b>Summation of Cost Components for all Five Potential Contract Terms</b>		\$

**ATTACHMENT B: INSTRUCTIONS TO VENDORS**

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1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure the timely submission of proposals.
3. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal.
4. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the State reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.
5. **EXECUTION:** Failure to execute page 1 of the RFP (Execution Page) in the designated space may render the proposal non-responsive, and it may be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or those in any resulting contract documents, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this RFP, including any negotiated terms; (2) requirements and specifications and administration provisions in Sections 4, 5 and 6 of this RFP; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT B: INSTRUCTIONS TO VENDORS; (5) ATTACHMENT A: PRICING, and (6) Vendor's proposal.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested in the spaces provided in this document. Further, if required elsewhere in this proposal, each Vendor shall submit with its proposal any sketches, descriptive literature and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a proposal without further consideration.
8. **RECYCLING AND SOURCE REDUCTION:** It is the policy of the State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The Vendor remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Vendors are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable. As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)) the Vendor certifies, by signing this offer that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.
9. **CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA:** As a condition of contract award, each out-of-State Vendor that is a corporation, limited-liability company or limited-liability partnership shall have received, and shall maintain throughout the term of The Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A State contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered as transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.
10. **SUSTAINABILITY:** RESERVED; PRINTING PROPOSALS NOT APPLICABLE to ELECTRONIC OFFER SUBMISSION.
11. **HISTORICALLY UNDERUTILIZED BUSINESSES:** The State is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business

enterprises and non-profit work centers for the blind and severely disabled. In particular, the State encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on State contracts.

**12. RECIPROCAL PREFERENCE: RESERVED**

**13. INELIGIBLE VENDORS:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void *ab initio*.

**14. CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain as confidential trade secrets in its proposal that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked as confidential, the State will notify Vendor of such action and allow Vendor to defend the confidential status of its information.

**15. PROTEST PROCEDURES:** When a Vendor wishes to protest the award of The Contract, a Vendor shall submit a written request addressed to the Department of Public Safety, NCORR Chief Procurement Officer at: Department of Public Safety, Purchasing and Logistic, 3030 Hammond Business Place, Raleigh, NC 27603. In addition, the Vendor shall email the Contract Lead indicated on the cover page of this RFP a copy of the protest request. The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters shall contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims. **Note:** Contract award notices are sent only to the Vendor actually awarded the Contract, and not to every person or firm responding to a solicitation. Bid status and Award notices are posted on the Internet at <https://www.ips.state.nc.us/ips/>. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.

**16. MISCELLANEOUS:** Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.

**17. COMMUNICATIONS BY VENDORS:** In submitting its proposal, the Vendor agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this RFP. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the solicitation, during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the Contract), unless the State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's proposal and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation or award of a Contract related to this RFP. Failure to comply with this requirement shall constitute sufficient justification to disqualify a Vendor from a Contract award. Only those communications with the using agency or issuing agency authorized by this RFP are permitted.

**18. TABULATIONS:** Bid tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), <https://www.ips.state.nc.us/ips/BidNumberSearch.aspx>. Click on the IPS BIDS icon, click on Search for Bid, enter the bid number, and then search. Tabulations will normally be available at this web site not later than one working day after the bid opening. Lengthy or complex tabulations may be summarized, with other details not made available on IPS, and requests for additional details or information concerning such tabulations cannot be honored.

**19. VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** The North Carolina electronic Vendor Portal (eVP) allows

Vendors to electronically register for free with the State to receive electronic notification of current procurement opportunities for goods and Services of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website: <http://ncadmin.nc.gov/about-doa/divisions/purchase-contract>.

- 20. WITHDRAWAL OF PROPOSAL:** Written withdrawal requests shall be submitted on the Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of proposals shall be allowed only for good cause shown and in the sole discretion of NCORR.
- 21. INFORMAL COMMENTS:** The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in writing in this RFP and in formal Addenda issued through IPS and/or Sourcing.
- 22. COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred or associated with the preparation of proposals.
- 23. VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
- 24. INSPECTION AT VENDOR'S SITE: RESERVED** The State reserves the right to inspect, at a reasonable time, the equipment, item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the State's determination that such equipment, item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.



**ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS**

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**1. PERFORMANCE:**

- a) It is anticipated that the tasks and duties undertaken by the Vendor under the contract which results from the State solicitation in this matter (Contract) shall include Services, and/or the manufacturing, furnishing, or development of goods and other tangible features or components, as deliverables.
- b) Except as provided herein, and unless otherwise mutually agreed in writing prior to award, any deliverables not subject to an agreed Vendor license and provided by Vendor in performance of this Contract shall be and remain property of the State. During performance, Vendor may provide proprietary components as part of the deliverables that are identified in this Contract. Vendor grants the State a personal, permanent, non-transferable license to use such proprietary components of the deliverables and other functionalities, as provided under this Contract. Any technical and business information owned by Vendor or its suppliers or licensors made accessible or furnished to the State shall be and remain the property of the Vendor or such other party, respectively. Vendor agrees to perform under the Contract in at least the same or similar manner provided to comparable users and customers. The State shall notify the Vendor of any defects or deficiencies in performance or failure of deliverables to conform to the standards and specifications provided in this Contract. Vendor agrees to timely remedy defective performance or any nonconforming deliverables on its own or upon such notice provided by the State.
- c) Vendor has a limited, non-exclusive license to access and use State Data provided to Vendor, but solely for performing its obligations under and during this Agreement and in confidence as further provided for herein or by law.
- d) Vendor or its suppliers, as specified and agreed in the Contract, shall provide support assistance to the State related to all Services performed or other deliverables procured hereunder during the State's normal business hours. Vendor warrants that its support, customer service, and assistance will be performed at a minimum in accordance with generally accepted and applicable industry standards.
- e) The State may document and take into account in awarding or renewing future procurement contracts the general reputation, performance and performance capabilities of the Vendor under this Contract as provided by G.S. 143-52 and 143-135.9 (a) and (b) (Best Value).

**2. DEFAULT AND TERMINATION.**

- a) In the event of default by the Vendor, the State may, as provided by NC law, procure goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. *See*, G.S. 25-2-712. In addition, and in the event of default by the Vendor under the Contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately cease doing business with the Vendor, terminate the Contract for cause, and take action to recover relevant damages, and if permitted by applicable law, debar the Vendor from doing future business with the State. 01 NCAC 05B.1520.
- b) If, through any cause, Vendor shall fail to fulfill in a timely and proper manner the obligations under the Contract, including, without limitation, in these North Carolina General Terms and Conditions, the State shall have the right to terminate the Contract by giving thirty days written notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverables that are prepared by the Vendor under the Contract shall, at the option of the State, become the property of the State (and under any applicable Vendor license to the extent necessary for the State to use such property), and the Vendor shall be entitled to receive just and equitable compensation for any acceptable deliverable completed (or partially completed at the State's option) as to which such option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of the Contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State, if insecure as to receiving proper performance or provision of goods deliverables, or if documented Vendor Services performance issues exist, under this Contract, may require at any time a performance bond or other alternative performance guarantees from a Vendor without expense to the State as provided by applicable law. G.S. 143-52(a); 01 NCAC 05B.1521; G.S. 25-2-609.
- c) If this Contract contemplates deliveries or performance over a period of time, the State may terminate this Contract for convenience at any time by providing 60 days' notice in writing from the State to the Vendor. In that event, any or all finished or unfinished deliverables prepared by the Vendor under this Contract shall, at the option of the State, become its property, and under any applicable Vendor license to the extent necessary for the State to use such

property. If the Contract is terminated by the State for convenience, the State shall pay for those items or Services for which such option is exercised, less any payment or compensation previously made.

**3. INTERPRETATION, CONFLICT OF TERMS.**

- a) The definitions in the Instructions to Vendors in the relevant solicitation for this Contract, and in 01 NCAC 05A.0112 are specifically incorporated herein.
- b) If federal funds are involved in the transactions under this Contract, the Vendor shall comply with all applicable state and federal requirements and laws, except where State requirements are more restrictive. See the additional federal requirements included in the "Federal Funds Provisions" section below.
- c) "Purchasing Agency" herein is as defined in 01 NCAC 05A.0112, except that if this Contract has been entered into by the NC Department of Administration, Division of Purchase and Contract (P&C) as indicated in the Contract (e.g., a State Term Contract), then P&C will then be a Purchasing Agency for the purposes herein and in the Federal Funds Provisions, below.
- d) Contracts made in contravention of General Statutes, Chapter 143, Article 3 and the Rules in 05 NCAC Chapter 5, are void. G.S. 143-58.
- e) In the event of conflict of terms between applicable provisions of the Federal Funds Provisions and the other provisions of these North Carolina General Contract Terms and Conditions, the more restrictive provision will govern.

**4. GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the goods, material, quality, workmanship, or performance of the Services offered, prior to acceptance, it shall be the responsibility of the Vendor to notify the State Contract Lead or Administrator indicated in the Contract at once, in writing, indicating the specific regulation which requires such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

**5. AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds appropriated or allocated to the agency for the purpose set forth in the Contract.

**6. TAXES:** Any applicable taxes shall be invoiced as a separate item.

- a) G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
- b) The agency(ies) participating in the Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
- c) Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

**7. SITUS AND GOVERNING LAWS:**

- a) This Contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina, including, without limitation, the relevant provisions of G.S. Chapter 143, Article 3, and the Rules in 01 NCAC Chapter 05, and any applicable successor provisions, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract, tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined. G.S. 22B-3.
- b) Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with the Contract, including those of federal, state, and local agencies having jurisdiction and/or authority, and including, without limitation, the applicable requirements in the Federal Funds Provisions, below.
- c) Non-resident Vendor corporations not formed under NC law must be domesticated in the Office of the NC Secretary of State in order to contract with the State of North Carolina. G.S. 55A-15-01.

**8. NON-DISCRIMINATION COMPLIANCE:**

To the extent federal funding is involved in this procurement, in whole or in part, compliance with the following is required:

- a) The Vendor shall comply with all Federal Funds Provisions requirements (below) and not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor 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 not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor 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 Vendor shall, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, 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 Vendor 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 Vendor's legal duty to furnish information.
- d) The Vendor will send to each labor union or representative of workers with which it 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 Vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) The Vendor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f) The Vendor shall 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 Vendor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Vendor 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 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h) The Vendor shall 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 Vendor 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 Vendor (or herein "applicant," as applicable in context within these Federal Funds Provisions) 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.
- i) The Vendor further agrees that it 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 Vendor 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.

- j) The Vendor agrees that it shall assist and 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 it 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.
- k) The Vendor further agrees that it shall refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Vendor debarred from, or who has not demonstrated eligibility for, Government Contracts and federally assisted construction contracts pursuant to the 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 Vendor 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 any relevant grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Vendor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Vendor; and refer the case to the Department of Justice for appropriate legal proceedings.

9. **PAYMENT TERMS:** Payment terms are net not later than 30 days after receipt of a correct invoice or acceptance of goods, whichever is later. The Procuring Agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card. If the Vendor accepts Visa, MasterCard, etc., from other customers, it shall accept procurement card payment by the State under the terms provided for the procurement card. 01 NCAC 05B.1523. If payment is made by procurement card, then payment for amounts then due may be processed immediately by the Vendor.

The State does not agree in advance, in contract, pursuant to Constitutional limitations, to pay costs such as interest, late fees, penalties or attorney's fees. This Contract will not be construed as an agreement by the State to pay such costs, and will be paid only as ordered by a court of competent jurisdiction.

10. **CONDITION AND PACKAGING:** Unless otherwise expressly provided by special terms and conditions or specifications in the Contract or by express, specific federal law or rule, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose, is newly manufactured, and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

11. **INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY:** Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any Services or copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with the Contract.

- a) Vendor warrants to the best of its knowledge that:
  - i) Performance under the Contract does not infringe upon any intellectual property rights of any third party; and
  - ii) There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;
- b) Should any deliverables supplied by Vendor become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United States, the Vendor, shall at its option and expense, either procure for the State the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Vendor's judgment, or if further use shall be prevented by injunction, the Vendor agrees to cease provision of any affected deliverables and refund any sums the State has paid Vendor for such deliverables and make every reasonable effort to assist the State in procuring substitute deliverables. If, in the sole opinion of the State, the cessation of use by the State of any such deliverables due to infringement issues makes the retention of other items acquired from the Vendor under this Agreement impractical, the State shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the State paid for unused Services or other deliverables.
- c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the deliverables supplied by the Vendor, their use or operation, infringe on a patent, copyright, trademark or violate a trade secret in the United States. The Vendor shall pay those costs and damages

finally awarded or agreed in a settlement against the State in any such action. Such defense and payment shall be conditioned on the following:

- i) That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and
  - ii) That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.
- d) Vendor will not be required to defend or indemnify the State to the extent any claim by a third party against the State for infringement or misappropriation results solely from the State's material alteration of any Vendor-branded deliverables or Services, or from the continued use of the Services or other deliverables after receiving written notice from the Vendor of the claimed infringement.

**12. ADVERTISING:** Vendor agrees not to use the existence of the Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or Services except as provided in 01 NCAC 05B.1516. A Vendor may inquire whether the State is willing to be included on a listing of its existing customers.

**13. ACCESS TO PERSONS AND RECORDS:** During, and after the term hereof during the relevant period required for retention of records by State law (G.S. 121-5, 132-1 *et seq.*, typically five years), the State Auditor and any Purchasing Agency's internal auditors shall have access to persons and records related to the Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9). 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 such retention of records 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 record retentions period, whichever is later.

**14. ASSIGNMENT OR DELEGATION OF DUTIES.**

- a) As a convenience to the Vendor, the State may include any person or entity designated by the Vendor in writing as a joint payee on the Vendor's payment check. In no event shall such approval and action obligate the State to anyone other than the Vendor.
- b) If Vendor requests any assignment, or delegation of duties, the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon written request, the State may, in its unfettered discretion, approve an assignment or delegation to another responsible entity acceptable to the State, such as the surviving entity of a merger, acquisition or a corporate reorganization if made as part of the transfer of all or substantially all of the Vendor's assets. 01 NCAC 05B.1507. Any purported assignment or delegation made in violation of this provision shall be void and a material breach of the Contract. G.S. 143-58.

**15. INSURANCE:** This section provides minimum insurance coverage rates that are applicable to most moderate risk solicitations. Agency Risk Analysis will determine if higher insurance coverage amounts are needed based on the likelihood and severity of exposure to the State. The analysis is documented in writing in the official file and considers the following non-exclusive factors:

1. Potential for damage to State property or property of a third party,
2. Potential for bodily injury to State employees or third parties,
3. Whether Vendor will transport State property, clients, or employees,
4. Use of a vehicle to accomplish the work or to travel to or from State locations,
5. Anticipated physical contacts of the Vendor with the State,
6. Anticipated number and activity of Vendor personnel within the State, and
7. Any other unique considerations that could result in harm, bodily injury, or property damage.

The Purchasing Agency has specified elsewhere in this Contract any increase in the minimum insurance coverage requirements below if the risk from the above factors is high.

**a) REQUIREMENTS** - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of the Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the NC Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or the Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations or the indemnification requirements under the Contract. As provided above, a State agency is authorized, upon written evaluation and substantiation in the official file of the significant risk of bodily injury



and/or property or other damage in the contract, to require and enforce higher coverage limits to mitigate the potential risk of liability to the State.

**b) COVERAGE** - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, the Vendor shall provide and maintain the following coverage and limits, subject to higher requirements by an agency after the risk analysis indicated above:

1. **For Small Purchases** as defined under North Carolina Administrative Code 01 NCAC 05A.0112 (35) and 05B.0301 (1), the minimum applicable insurance requirements for Worker's Compensation and Automobile Liability will apply as required by North Carolina law. The Purchasing Agency may require Commercial General Liability coverage consistent with the assessed risks involved in the procurement.

2. **For Contracts valued in excess of the Small Purchase threshold, but up to \$1,000,000.00 the following limits shall apply:**

- i. **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of \$250,000.00, 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-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.
- ii. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.
- iii. **Automobile** - 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 \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

3. **For Contracts valued in excess of \$1,000,000.00 the following limits shall apply:**

- i. **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as may be 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-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.
- ii. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.
- iii. **Automobile** - 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 \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment.

16. **GENERAL INDEMNITY:** The Vendor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of the Contract, and also from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of the Contract that are attributable to the negligence or intentionally tortious acts of the Vendor, provided that the Vendor is notified in writing within 30 days from the date that the State has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Vendor deliverables or Services to the State. As part of this provision for indemnity, if federal funds are involved in this procurement, the Vendor warrants that it will comply with all relevant and applicable federal requirements and laws, and will indemnify and hold and save the State harmless from any claims or losses resulting to the State from the Vendor's noncompliance with such federal requirements or law in this Contract. The representations and warranties in the preceding two sentences shall survive the termination or expiration of the Contract. The State does not participate in indemnification due to Constitutional restrictions, or arbitration, which effectively and unacceptably waives jury trial. See, G.S. 22B-3, -10.

**17. ELECTRONIC PROCUREMENT:**

- a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third-party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this Contract.
- b) Reserved
- c) Vendor shall at all times maintain the confidentiality of its username and password for the Statewide E-Procurement Services. Vendor shall be responsible for all activity and all charges by its agents or employees. Vendor agrees not to permit a third party to use its E-Procurement Services account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by email. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

**18. SUBCONTRACTING:** Performance under the Contract by the Vendor shall not be subcontracted without prior written approval of the State's assigned Contract Lead. Unless otherwise agreed in writing, acceptance of a Vendor's proposal shall include approval to use the subcontractor(s) that have been specified therein.

**19. CONFIDENTIALITY:** Vendor information that cannot be shown to be, e.g., a trade secret, may be subject to public disclosure under the terms of the State Public Records Act (SPRA), beginning at G.S. 132.1. Blanket assertions of confidentiality are not favored, but confidentiality of specific material meeting one or more exceptions in the SPRA will be honored. Vendors are notified that if the confidentiality of material is challenged by other parties, the Vendor has the responsibility of defending the assertion of confidentiality. G.S. 143-52(a).

**20. CARE OF STATE DATA AND PROPERTY:** Any State property, information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under the Contract shall be kept as confidential, used only for the purpose(s) required to perform the Contract and not divulged or made available to any individual or organization without the prior written approval of the State.

The State's data and property in the hands of the Vendor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or another eventuality. The Vendor agrees to reimburse the State for loss or damage of State property while in Vendor's custody. Such State Data shall be returned to the State in a form acceptable to the State upon the termination or expiration of this Agreement.

The Vendor shall notify the State of any security breaches within 24 hours as required by G.S. 143B-1379. For further information, see, G.S. 75-60 *et seq.* **Notice** is given to the Vendor that the NC Department of Information Technology (DIT) has requirements relating to the security of the State network, and rules relating to the use of the State network, IT software and equipment, that the Vendor must comply with, as applicable. See, e.g., G.S. 143B-1376.

**21. OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to the State of North Carolina or any of its agencies shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a Contract, and consistent with any applicable NC DIT security provisions, the Contractor wishes to relocate or outsource any portion of performance to a location outside the United States, or to Contract with a subcontractor for any such performance, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State Purchasing Agency. Vendor shall give notice to the Purchasing Agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons providing performance under a State Contract to a location outside of the United States. See, G.S. 143-59.4.

**22. ENTIRE AGREEMENT:** The Contract (including any documents mutually incorporated specifically therein) resulting from a relevant solicitation represents the entire agreement between the parties and supersedes all prior oral or written statements or agreements. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

**23. ELECTRONIC RECORDS:** The State will digitize all Vendor responses to the relevant solicitation, if not received electronically, as well as any awarded Contract together with associated procurement-related documents. These electronic copies shall constitute a preservation record and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any official electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."

**24. AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the State and the Vendor.

25. **NO WAIVER**: Notwithstanding any other language or provision in the Contract or in any Vendor-supplied material, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the State under applicable law. The waiver by the State of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
26. **FORCE MAJEURE**: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including, without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, other catastrophic epidemic or pandemic, natural event or Act of God.
27. **SOVEREIGN IMMUNITY**: Notwithstanding any other term or provision in the Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the State under applicable law.

28. **FEDERAL FUNDS PROVISIONS**

*Where federal funds are utilized in connection with this procurement, and to the extent applicable and absent stricter or controlling State provisions, the following federal provisions (in addition to the North Carolina General Terms and Conditions above) may apply consistent with Uniform Guidance in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, and its Appendix II. Relevant federal authorities may require additional provisions depending on the scope and context of the Contract. Failure or unwillingness of the Vendor to continually meet any of these requirements, as applicable, may result in Contract termination.*

- a) **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 of the first Term of the Contract. By executing this Contract, the Vendor affirms this condition. This affirmation is a material condition for the State's award of any work under this Contract.
- b) **Program Monitoring.** Vendor agrees to assist and cooperate with the Federal grantor or funding agency and the relevant Purchasing Agency or their duly designated representatives in the monitoring of the project or projects to which this Contract relates, and to provide in form and manner approved by the Purchasing Agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
- c) **Remedies and Termination,** For purposes of this section the State Remedies and Termination provisions above apply as written.
- d) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

Compliance with the Contract Work Hours and Safety Standards Act.

1. *Overtime requirements.* No Vendor 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.
2. *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 Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Vendor 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 \$26 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).
3. *Withholding for unpaid wages and liquidated damages.* The Purchasing Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 C.F.R. §5.5(b)(2).



4. *SubContracts*. The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 C.F.R. §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. §5.5(b)(2) through (4).

e) **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.**

Clean Air Act

1. 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.
2. The Vendor agrees to report each violation to the Purchasing Agency and understands and agrees that the Purchasing Agency 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.
3. The Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

1. 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.
2. The Vendor agrees to report each violation to the Purchasing Agency and understands and agrees that the Purchasing Agency will, in turn, report each violation as required to assure notification to the federal agency providing funds hereunder, and the appropriate Environmental Protection Agency Regional Office.
3. The Vendor agrees that these requirements will be included in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

f) **Debarment and Suspension.**

1. This Contract, if federal funding is used, is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 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).
2. The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by a federal agency providing federal funds herein and the Purchasing Agency. 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 federal agency providing federal funds herein and the Purchasing Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. 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 the Contract resulting from a relevant solicitation herein. The Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

g) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (as Amended).**

To the extent applicable, 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.

Required Certification. If applicable, Vendors must sign and submit to the Purchasing Agency the certification. See the latest version of "Certification for Contracts, Grants, Loans, and Cooperative Agreements" found at <https://ncadmin.nc.gov/documents/vendor-forms>.

**h) Procurement of Recovered Materials.**

1. Unless specified otherwise in the Contract, 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.
2. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

**i) Access to Records.** In addition to the North Carolina General Contract Terms & Conditions section entitled "**ACCESS TO PERSONS AND RECORDS**" included in this Contract, the following access to records requirements apply to this Contract:

1. The Vendor agrees to provide the Purchasing Agency, the Administrator of the federal agency providing funds hereunder, 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.
2. 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.
3. The Vendor agrees to provide the Administrator of the federal agency providing funds hereunder or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.
4. In compliance with the Disaster Recovery Act of 2018, the Purchasing Agency and the Vendor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Administrator of the federal agency providing funds hereunder or the Comptroller General of the United States.

**j) Modifications to Contract.** Modifications to the Contract are governed by the North Carolina General Contract Terms & Conditions section above entitled "**AMENDMENTS**," except as approval and signature by any federal official may also be required.**k) 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.**l) 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).**m) 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.**n) 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.**o) Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that federal 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, the policies of the federal agency(ies) providing funding, procedures, and directives.**p) Federal Seals, Logos, and Flags.** In addition to the prohibitions of the North Carolina General Contract Terms & Conditions section above entitled "**ADVERTISING**," the Vendor shall not use the seal(s), logos, crests, or reproductions of flags of a federal agency providing funding herein, or likenesses of federal agency officials without specific pre-approval of the relevant federal agency.**q) System for Awards Management.** Vendor shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) <https://www.sam.gov/SAM> and the State Debarred Vendors Listing,

<http://www.pandc.nc.gov/actions.asp> to verify that Contractors or sub-Recipients have not been suspended or debarred from doing business with federal or State government.

- r) **Section 3 Clause.** Vendor will comply with the following clauses from 24 CFR 135.38:
- a. The work performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3).
  - b. The Parties agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by this Contract, the Parties certify they are under no contractual obligations or other impediment that would prevent them from complying with the part 135 regulations.
  - c. Vendor agrees to send each labor organization or representative or workers with which Vendor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of Vendor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training position, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the expected date the work shall begin.
  - d. Vendor agrees to include this section 3 clause in every subcontract subject to compliance with regulations 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. Vendor will not subcontract with any subcontractor where Vendor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
  - e. Vendor will certify that any vacant employment positions, including training positions, that are filled (1) after Vendor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent Vendor's obligations under 24 CFR part 135.
  - f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
  - g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract.

**29. ESCALATION CLAUSE:** Prices offered herein shall be firm for a period of one (1) year from the date of initial contract performance. If the contract provides for an option year(s) and the Department exercises that option(s), the contractor may request a price increase for that year but it must not exceed the change in points during the previous twelve (12) month period in the \*Consumer Price Index-All Items (All Urban Consumers) or 5%, whichever is less. If the requested increase is in compliance with these specified limitations, the new price will be effective thirty (30) days from the date the request is received by the Department.

Consumer Price Index: U. S. Department of Labor, Bureau of Labor Statistics; [www.bls.gov](http://www.bls.gov)

**30. ALCOHOL/DRUG FREE WORK PLACE POLICY:** A copy of the Department's Alcohol/Drug Free Work Place Policy is attached (ATTACHMENT G) to this solicitation. The contractor shall use reasonable and good faith efforts to ensure that employees/staff are aware of the Department's policy. The contractor understands that its employees/staff are required to abide by these standards. The contractor further understands that possession, use, manufacture, or distribution of illegal drugs or alcohol in violation of this policy, by employees/staff participating in the performance of this contract, may result in immediate termination of this contract for cause.

**31. PREA:** The NC Department of Public Safety is committed to a standard of zero-tolerance pertaining to unduly familiar or sexually abusive behavior either by another juvenile or by staff, volunteer, vendor, contractor or party. Staff, volunteers, vendors, contractors or parties are strictly prohibited from engaging in personal dealings or any conduct of a sexual nature with any inmate or juvenile. Conversation and conduct with any inmate or juvenile must be professional at all times. Sexual acts between a juvenile or inmate and staff, volunteer, vendor, contractor or party may violate North Carolina law. Additionally, sexual acts between a juvenile or inmate and staff member will contradict the standards of the federal Prison Rape Elimination Act of 2003 (PREA). Such acts also may be punishable, at a minimum, as a Class E felony in North Carolina. Under North Carolina, consent of the inmate or juvenile may not available as a defense for an individual who is charged criminally based on sexual conduct with the inmate or juvenile. Also, pursuant to PREA standards, no juvenile or inmate can consent to engage in sexual activity with staff, volunteers, vendors, contractors or parties. Any contractual facility

will comply with the national standards to prevent, detect, and respond to PREA (115.12, 212, 312) and permit the Department to monitor this aspect of the contract to ensure compliance with the PREA standards.

As a valued partner with DPS, it is important to remember that if you become aware of a report of any incidents of unduly familiar or sexually abusive behavior or sexual harassment, you have a duty to report this information immediately to your contact person with the Agency, by email to [prea@ncdps.gov](mailto:prea@ncdps.gov), or the DPS Communications office at (800) 368-1985.

Additionally, it may violate North Carolina law to sell or give an inmate or juvenile any alcoholic beverages, barbiturate or stimulant drug, or any narcotic, poison or poisonous substance, except upon the prescription of a physician; and it may violate North Carolina law to give an inmate or juvenile any tobacco or tobacco products, alcohol, or cell phones. It may also violate NCDPS policy to convey to or take from any juvenile or inmate any letters, or verbal messages; to convey any weapon or instrument by which to effect an escape, or that will aid in an assault or insurrection; to trade with any inmate for clothing or stolen goods or to sell any inmate any article forbidden by NCDPS policy.

By signing this document, you acknowledge that you understand and will abide by this policy as outlined above.

**ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR**

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In accordance with NC General Statute 143-59.4, the 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 this Contract. The State will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

**a) Will any work under this Contract be performed outside the United States?**  YES  NO

If the Vendor answered "YES" above, Vendor must complete items 1 and 2 below:

1. List the location(s) outside the United States where work under this Contract will be performed by the Vendor, any sub-Contractors, employees, or other persons performing work under the Contract:
  
  
  
  
  
  
  
  
  
  
2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

**b) The Vendor agrees to provide notice, in writing to the State, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other persons performing services under the Contract outside of the United States**  YES  NO

NOTE: All Vendor or sub-Contractor 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.

**c) Identify all U.S. locations at which performance will occur:**

**ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION**

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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: \_\_\_\_\_

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 in 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 this Contract.

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

**Note:** This is a continuing certification and Vendor shall notify the Contract Lead within 15 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 in the space below:**



\_\_\_\_\_  
**Signature** Date

\_\_\_\_\_  
Printed Name Title

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

**ATTACHMENT F: HISTORICALLY UNDERUTILIZED BUSINESSES INFORMATION**

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The State is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the State encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on State contracts.

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) of the 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, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330. The Vendor shall respond to question a) and b) below.

a) Is Vendor a Historically Underutilized Business?  Yes  No

b) Is Vendor Certified with North Carolina as a Historically Underutilized Business?  Yes  No

