Beaufort County Board of Commissioners
Agenda for Monday, August 2, 2021
Financial Services Building
136 W 2nd Street, Washington, NC 27889

A) **Call to Order** – Chairman Waters 5:30 PM

B) **Invocation and Pledge**

C) **Conflict of Interest Disclosure Statement**

D) **Approval of Agenda** – Chairman Waters

E) **Public Comments**

F) **Item for Presentation** – Young-Williams

1. Child Support Awareness Month Proclamation – Tammy Pearson, Young-Williams

G) **Legislative Updates for Elected Officials**

H) **Items for Consent**

1. Budget Amendment, Health – James Madson, Health Director
2. Budget Amendment, Health – James Madson, Health Director
3. Influenza Vaccine Purchase Request – James Madson, Health Director
4. Year End Reallocations, Health – James Madson, Health Director
5. Reallocation of Funds for Longevity – Anita Radcliffe, Finance Officer
6. Refunds Over $100 – Lloyd Salter, Tax Assessor
7. Refunds Over $100 – Wyn Kinion, Tax Collector
8. Southern Albemarle Assoc. Delegate Recommendations – Katie Mosher, Clerk to the Board
9. Minutes Approval – Katie Mosher, Clerk to the Board

I) **Item for Discussion – Health Department**

1. Covid-19 Update – James Madson, Health Director

J) **Item for Decision – Emergency Services**

1. Storm Debris Removal and Monitoring Contract – Chris Newkirk, Emergency Services

K) **Item for Decision – Economic Development**

1. Purchase "For Sale" Sign for Chocowinity Industrial Park – Martyn Johnson, Economic Development Director

L) **Item for Presentation and Decision – Finance**

1. Finance Report – Anita Radcliffe, Finance Officer
2. American Rescue Plan Act Funds Ordinance – Anita Radcliffe, Finance Officer

M) **Item for Decision – Clerk to the Board**

1. Electronic Sale of Surplus Real and Personal Property – Katie Mosher, Clerk to the Board

N) **Item for Decision – Manager's Office**

1. County Website Design – Brian Alligood, County Manager

O) **Item for Discussion – Commissioner John Rebholz**

1. Parental Permission for Vaccines – Commissioner Rebholz

P) Items for Discussion and Decision – Commissioner Hood Richardson

1. County Police Force Update – Commissioner Richardson
2. Filming of Commissioner Meetings, Point of Contact – Commissioner Richardson
3. Use of ARPA Funds for a Storage Building – Commissioner Richardson
4. Use of ARPA Funds to Improve County Library System – Commissioner Richardson
5. Use of ARPA Funds for Courthouse Basement/Jail - Commissioner Richardson
6. Ban Use of Public Funds to Teach or Promote Critical Race Theory – Commissioner Richardson
7. Oppose Mandatory Face Masks – Commissioner Richardson

Q) Closed Session – County Attorney

1. Closed Session, Attorney/Client Privilege – David Francisco, County Attorney

R) Commissioner Comments

Beaufort County
Agenda Abstract

Meeting Date: 8/2/2021

Agenda Section: Conflict of Interest

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Conflict of Interest Disclosure Statement

Summary of Information: The Beaufort County Code of Ethics states that "the stability and proper operation of democratic representative government depends upon the continuing consent of the governed, upon the public confidence in the integrity of the government and upon responsible exercise of the trust conferred by the people." It further states that Commissioners should obey the law; should uphold the integrity and independence of their office; should avoid impropriety and the appearance of impropriety in all their activities; and should perform the duties of their office diligently.

In recognition of these goals and in keeping with the ethical standards of conduct for public officials, disclosure of interest in legislative action must be stated for the public record. Commissioners who have an interest in any official act or action before the Commission shall publicly disclose on the record the nature and extent of such interest and shall withdraw from any consideration of the matter if excused by the Commissioner pursuant to G.S. 153A-44.

Is there any Commissioner who wishes to make a disclosure regarding any matter that is before the Board?

Submitter Recommendations/Motions:

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 8/2/2021

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Public Comments

Summary of Information:

Name	**Contact Information**

Submitter Recommendations/Motions: No motion necessary. Discussion only.

Beaufort County
Agenda Abstract

Meeting Date: 8/2/2021

Agenda Section: Item for Presentation

Presenter: Tammy Pearson, Young Williams

Agenda Title: Child Support Awareness Month Proclamation

Summary of Information: Ms. Tammy Pearson is requesting the Board of Commissioners declare August 2021 as Child Support Awareness month and to approve and sign the attached proclamation.

Submitter Recommendations/Motions: Staff recommends approving the proclamation as presented.

Attachments:

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State of North Carolina
County of Beaufort
Proclamation: Child Support Awareness Month, August 2021

Whereas, Beaufort County is recognizing August as Child Support Awareness Month, and reaffirms its commitment to strengthening Beaufort Counties families by providing child support services to improve the economic stability and well-being of children; and

Whereas, in State Fiscal Year 2020-21, more than $4.5 million in child support was collected from parents of Beaufort County children; and

Whereas, there are nearly 2,500 child support orders in place, working to ensure that more than 2,800 children receive financial support from their parents; and

Whereas, Child Support Awareness Month salutes the diligent working parents who spend time with their child and who make regular child support payments, to safeguard their children's future; and

Whereas, strengthening individuals and families promotes the safety and well-being of children, provides stability, improves the lives of children, and provides opportunities for families to be able to enhance their children's futures; and

Whereas, children who do not receive adequate financial and emotional support from their parents may experience greater difficulty in becoming healthy, happy, and productive citizens; and

Whereas, many concerned and dedicated judges, district attorneys, clerks of court, sheriff's personnel, and child support professionals work to establish and enforce child support orders for Beaufort County children, one of our counties most vital resources.

Now Therefore, Be It Resolved, we, the Beaufort County Board of Commissioners do hereby proclaim August 2021 as "Child Support Awareness Month" in Beaufort County, and commend its observance to all citizens.

Signed this, the 2nd day of August, 2021.

Chairman Waters	Vice-Chairman Langley
Commissioner Booth	Commissioner Deatherage
Commissioner Rebholz	Commissioner Richardson
Commissioner Walker	

Beaufort County
Agenda Abstract

Meeting Date: 8/2/2021

Agenda Section: Item for Discussion

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Legislative Updates for Elected Officials

Summary of Information: During the May 4, 2020 Board of Commissioners meeting, in a vote of 6 to 1, The Beaufort County Board of Commissioners approved allowing County Representatives 15 minutes to speak and receive questions during regular Board meetings each month.

Submitter Recommendations/Motions: N/A

Beaufort County
Agenda Abstract

Meeting Date: 8/2/2021

Agenda Section: Item for Consent

Presenter: James Madson, Health Director

Agenda Title: Budget Amendment - Health

Summary of Information: Request to amend fiscal year budget 2021-2022 to reflect $23,655 carryover revenue from a FY 21 Kate B. Reynolds grant.

Submitter Recommendations/Motions: Staff recommends adopting the budget amendment as presented.

Attachments:

Beaufort County
Finance

Budget Amendment Request

Department: Health **Date of Request:** 08/02/2021

FY Budget: FY22

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
109991-499100	Appropriated County Fund Balance	$23,655	
100600-460000	Misc Health Grant		$17,000
105161-519300	Behavioral Health Professional Services	$6,655	

Department Justification:

- Kate B Reynolds Grant received in FY21. Carryover request of unspent grant funds. $17,000 was originally budgeted in FY22 as anticipated carryover; correcting line as revenue was received by county in FY21.

If amendment deals with adding, deleting, or modifying a position, County Position No. (& State, if applicable) must be referenced.

County Position No. _____

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head	James Madson James Madson (Jul 22, 2021 13:55 EDT)	Jul 22, 2021
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

14/15

Beaufort County
Agenda Abstract

Meeting Date: 8/2/2021

Agenda Section: Item for Consent

Presenter: James Madson, Public Health

Agenda Title: Health FY22 Budget Amendment

Summary of Information: Request to amend fiscal year budget 2021-2022 to reflect the following revenues and expenditures:

1. $398,146 Enhancing Detection Activities State Funding
2. $266,667 Kate B Reynolds Grant
3. $8,000 Vidant Community Benefit Grant

Submitter Recommendations/Motions: Staff recommend adopting the budget amendment.

Attachments:
1. Budget Amendment 1

Beaufort County
Finance

Budget Amendment Request

Department: Health **Date of Request:** 08/02/2021

FY Budget: FY22

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
100211-445197	COVID: Enhancing Detection Activities	$398,146	
105120-512200	Immunization Overtime	$8,000	
105120-539303	Temporary Staff	$31,528	
105120-526110	Supplies	$179,309	
105120-540003	Equipment	$179,309	
100600-460000	Misc Health Grant	$266,667	
109991-499100	Appropriated County Funds		$8,020
105158-519315	KBR Substance/Behavioral Health Grant	$258,647	
100600-460000	Misc Health Grant	$8,000	
105161-519300	Professional Services	$8,000	

Department Justification:

- AA 543 Enhancing Detection Activies Funding
- Kate B Reynolds Substance Use and Behavioral Health Task Force Grant
- Vidant Community Benefit Grant

If amendment deals with adding, deleting, or modifying a position, County Position No. (& State, if applicable) must be referenced.

County Position No. _____

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head		7/16/21
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

14/15

Beaufort County
Agenda Abstract

Meeting Date: 8/2/2021

Agenda Section: Item for Consent

Presenter: James Madson, Health Director

Agenda Title: Influenza Vaccine Purchase Request

Summary of Information: Request to approve the purchase of annual influenza vaccine from Sanofi Pasteur. Sanofi Pasteur is the sole source vendor of Fluzone. The total purchase requisition is $52,970.10.

1. Fluzone High Dose Quadrivalent, Qty 60 (600 doses) $33,942.60
2. Fluzone Quadrivalent Preservative Free, Qty 3 (30 doses) $531.75
3. Fluzone Quadrivalent Multi-Dose vials, Qty 105 (1,050 doses) $17,235.75
4. Excise Tax for vaccines $1,260

Submitter Recommendations/Motions: Staff recommends approving the purchase order request as presented.

Attachments:

Purchase Order

Fiscal Year 2022 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 20220074-00

Delivery must be made within doors of specified destination.

BILL TO

Beaufort County
Finance Office
121 W. 3rd Street
Washington, NC 27889
Phone: (252) 946-0079
Fax: (252) 946-7722

VENDOR

SANOFI PASTEUR, INC.
12458 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693

SHIP TO

1436 Highland Drive
Health Department
Washington NC 27889

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
		67	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
07/19/2021	18949			HEALTH-IMMUNIZATION

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
	Flu Vaccine The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	item 121-65, Fluzone High-Dose Quadrivalent, 10 single dose prefilled syringes, total of 600 doses	60.0	EACH	$565.710	$33,942.60
2	item 421-50, Fluzone Quadrivalent, 10 single dose prefilled syringes, preservative free, total of 30 doses	3.0	EACH	$177.250	$531.75
3	item 635-15, Fluzone Quadrivalent Multi-Dose vials, total of 1050 doses	105.0	EACH	$164.150	$17,235.75
4	Excise Tax	1.0	EACH	$1,260.000	$1,260.00
	******** GL SUMMARY ********				
	10 -5120-523900 ***52,970.10***				

This instrument has been preaudited in the manner required by the local government budget and Fiscal Control Act.

VENDOR COPY

By Hallie el gones
Purchasing Agent

By Rita C. Radcliffe
Finance Officer

Beaufort County is NOT exempt from paying sales tax. All invoices must include sales tax as applicable.

Total Ext. Price	$52,970.10
PO Total	**$52,970.10**

Beaufort County
Agenda Abstract

Meeting Date: 8/2/2021

Agenda Section: Item for Consent

Presenter: James Madson, Health Director

Agenda Title: Year End Reallocations - Health Dept.

Summary of Information: The attached memo from the Health Department notes budgetary amounts that have been moved among the Health Dept. cost centers to ensure budgetary compliance for FY 21-22. This is for informational purposes only.

Submitter Recommendations/Motions: None

Attachments:

BEAUFORT COUNTY PUBLIC HEALTH NORTH CAROLINA

1436 HIGHLAND DRIVE
WASHINGTON NC 27889

Beaufort County Public Health Department

TELEPHONE: 252.946.1902
FAX: 252.946.8430

EMAIL: BCHealth@bchd.net
www.bchd.net

To: Anita C. Radcliffe, Chief Financial Officer
From: Sara Graham, Business Officer
Date: July 13, 2021
Subject: Reporting of Year End Inter-Departmental Reallocations

Request to transfer between the following departments. These reallocations are necessary to ensure budgetary compliance for year end.

General Health	$5,803
Immunizations	$(48,103)
Healthy Living	$185
Behavioral Health	$(1,001)
Jail Health	$1,001
Health Promotions	$10,492
Family Planning	$1,207
HIV/STD	$11,568
Maternal Health	$413
TB	$1,500
Environmental Health	$16,770
BCCCP	$165
Total	$0

Beaufort County
Agenda Abstract

Meeting Date: 8/2/2021

Agenda Section: Item for Consent

Presenter: Anita Radcliffe, Finance Officer

Agenda Title: Reallocation of Funds for Longevity

Summary of Information: The Board voted to implement a longevity payment to qualifying employees in the FY 21-22 Operating Budget. At the time of budget adoption, the exact cost of longevity to each department within the county was unknown. Therefore, longevity was budgeted in the Non-Departmental Cost Center of the General Fund in the total amount of $195,000 until the cost calculation could be completed.

The total FY 21-22 cost of longevity is calculated to be $163,820 for the General Fund. The attached Budget Amendment takes the budgetary amount out of the Non-Departmental Cost Center and moves it to the various General Fund departments. Since the budgeted amount of $195,000 is more than the actual calculated amount of $163,820, there will be $31,180 added to general fund balance.

The total FY 21-22 cost of longevity is calculated to be $12,571 for the Water Fund. The amount budgeted was $20,260. Since the amount budgeted exceeds the actual calculated amount, $7,689 will be added to water fund balance.

Submitter Recommendations/Motions: Approve the attached Budget Amendment allocating the budgetary portion of longevity to the GF departments and estimated fund balance amounts to the General Fund and Water Fund.

Attachments:
-Budget Amendment

Beaufort County
Finance

Budget Amendment Request

Department: **General Fund & Water Fund** **Date of Request:** **8-2-21**

FY Budget: FY 21-22

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-4135-512850	Longevity		195,000
10-0991-499100	Appropriated Fund Balance	31,180	
10-5330-512100	Salaries	908	
10-4325-512100	Salaries	2,976	
10-4120-512100	Salaries	4,241	
10-4920-512100	Salaries	1,887	
10-4170-512100	Salaries	2,048	
10-4330-512100	Salaries	1,947	
10-4390-512100	Salaries	8,047	
10-4130-512100	Salaries	5,989	
10-5110-512100	Salaries	25,271	
10-4132-512100	Salaries	1,402	
10-4320-512100	Salaries	6,921	
10-4900-512100	Salaries	1,654	
10-4190-512100	Salaries	651	
10-4180-512100	Salaries	2,909	
10-4310-512100	Salaries	37,373	
10-5310-512100	Salaries	47,659	
10-4960-512100	Salaries	877	
10-4142-512100	Salaries	5,761	
10-4146-512100	Salaries	5,299	
60-3713-499100	Appropriated Fund Balance	7,689	
60-7130-512100	Salaries		7,689

Department Justification:

To distribute longevity budgetary funds.

If amendment deals with adding, deleting, or modifying a position, County Position No. (& State, if applicable) must be referenced.

County Position No. _____

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head		
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

Beaufort County
Agenda Abstract

Meeting Date: 8/2/2021

Agenda Item: Items for Consent

Presenter: Lloyd Salter, Assessor

Agenda Title: Refunds over $100

Summary of Information: Attached are the refunds for approval over $100.

Vehicle tax refunds June 25 – June 30
Vehicle tax refunds July 1 – July 22

Submitter Recommendations/Motions: Request for approval of refunds over $100.

Attachments:
1. Remainder June 2021 vehicle tax refunds
2. July 1 - July 22 vehicle tax refunds

NORTH CAROLINA VEHICLE TAX SYSTEM

NCVTS PENDING REFUNDS JUNE 25TH - JUNE 30TH

Payee Name	Primary Owner	Refund Type	Bill #	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
HALL, JONATHAN CHASE	HALL, JONATHAN CHASE	Proration	0052920260	Refund Generated due to proration on Bill #0052920260-2020-2020-0000-00	Vehicle Sold	06/25/2021	G01	Tax	($87.63)	$0.00	($87.63)
							C01	Tax	($73.14)	$0.00	($73.14)
							C01	Vehicle Fee	$0.00	$0.00	$0.00
										Refund	$160.77
HOLLOMAN, MICHAEL ANTHONY	HOLLOMAN, MICHAEL ANTHONY	Proration	0042415807	Refund Generated due to proration on Bill #0042415807-2019-2019-0000-00	Vehicle Sold	06/30/2021	G01	Tax	($105.87)	$0.00	($105.87)
							C01	Tax	($88.37)	$0.00	($88.37)
							C01	Vehicle Fee	$0.00	$0.00	$0.00
										Refund	$194.24
TURNER, RONALD JEFFREY	TURNER, RONALD JEFFREY	Proration	0058310859	Refund Generated due to proration on Bill #0058310859-2020-2020-0000-00	Tag Surrender	06/25/2021	G01	Tax	($130.47)	$0.00	($130.47)
							F63	Tax	($8.42)	$0.00	($8.42)
							E05	Tax	($7.19)	$0.00	($7.19)
										Refund	$146.08
										Refund Total	$501.09

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 7/23/2021 3:10:40 PM

JULY 1ST - JULY 22ND

Payee Name	Primary Owner	Secondary Owner	Address 3	Refund Type	Bill #	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
FITCHETT, MICHAEL SCOTT	FITCHETT, MICHAEL SCOTT		BELHAVEN, NC 27810	Proration	0061417131	Refund Generated due to proration on Bill #0061417131-2020-2020-0000-00	Vehicle Sold	07/07/2021	G01	Tax	($77.82)	$0.00	($77.82)
									C05	Tax	($72.31)	$0.00	($72.31)
												Refund	$150.13
JORDAN, ROBERT ALAN	JORDAN, ROBERT ALAN	JORDAN, TINA CHANDLER	WASHINGTON, NC 27889	Proration	0059026866	Refund Generated due to proration on Bill #0059026866-2020-2020-0000-00	Vehicle Sold	07/20/2021	G01	Tax	($166.06)	$0.00	($166.06)
									F63	Tax	($10.72)	$0.00	($10.72)
									E05	Tax	($9.15)	$0.00	($9.15)
												Refund	$185.93
KOZUCH, MARIAN ELIZABETH	KOZUCH, MARIAN ELIZABETH	KOZUCH, WALTER	WASHINGTON, NC 27889	Proration	0058290485	Refund Generated due to proration on Bill #0058290485-2020-2020-0000-00	Vehicle Sold	07/01/2021	G01	Tax	($117.78)	($5.89)	($123.67)
									F63	Tax	($7.60)	($0.38)	($7.98)
									E05	Tax	($6.49)	($0.32)	($6.81)
												Refund	$138.46
RUSSELL, TERRY DEAN	RUSSELL, TERRY DEAN		BATH, NC 27808	Adjustment >= $100	0059230949	Refund Generated due to adjustment on Bill #0059230949-2020-2020-0000	Situs error	07/12/2021	G01	Tax	$0.00	$0.00	$0.00
									C01	Tax	($157.57)	$0.00	($157.57)
									C01	Vehicle Fee	($5.00)	$0.00	($5.00)
									F63	Tax	$12.19	$0.00	$12.19
									ER	Tax	$14.87	$0.00	$14.87
												Refund	$135.51
												Refund Total	$610.03

Beaufort County
Agenda Abstract

Meeting Date: 8/2/2021

Agenda Section: Item for Consent

Presenter: Wyn Kinion, Tax Collector

Agenda Title: Approval of Tax Collector's Refunds

Summary of Information: This is to present to the Board of Commissioners all tax refunds over the amount of $100.

Submitter Recommendations/Motions: Staff recommends approval of refunds of attached list.

Attachments:

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839171	577984	#####	C9BEATB	0000052605-2020-2020-0000-00	REI	$715.96	$715.96				
ROBERTS, THOMAS A	**170 HALL POINT RD SNEADS FERRY BEAUFORT NC 28460**						Overpayment	P.N # 5685-26-7862			
839164	577925	#####	WKINION	0009543712-2020-2020-0000-00	IND	$404.13	$404.13				
BOYD, ALLEN RAY	**4221 MARKET STREET EXT WASHINGTON NC 2788**						Overpayment	P.N# N/A Ind Property			
-	-			-				-			
838758	577721	#####.	0000005852-2017-2017-0000-00	REI	$110.61	$110.61					
WALLACE, RUTH ERIN	**ERIN D WALLACE 17801 168TH STREET BONNER SPRINGS KS 66012**						Overpayment	P.N# 6666-73-0976			
836878	577218	#####	FPITTMAN	0000021331-2019-2019-0000-00	BUS	$2,508.45	$1,213.17				
BAY CITY CRAB CO INC	**PO BOX 608 AURORA NC 27806**						Overpayment	Business Property			

839211	578014	######	WKINION	4-2020-202	REI	$318.30	$318.30	-
MCVICKER, RICKY 419 JAMES LANE CHOCOWINITY BEAUFORT NC 27817								

Overpayment p.i.# 5661-49-3761.001

Beaufort County
Agenda Abstract

Meeting Date: 8/2/2021

Agenda Section: Item for Consent

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Southern Albemarle Association Delegate Recommendations

Summary of Information: The attached is the list of recommended 2021 delegates for the Southern Albemarle Association.

Submitter Recommendations/Motions: Motion to approve the delegates as presented.

Attachments:

SOUTHERN ALBEMARLE ASSOCIATION, INC.
MEMBER COUNTIES: BEAUFORT, DARE, HYDE
MARTIN, TYRELL, WASHINGTON
Organized 1935

July 16, 2021
To: The Beaufort County Board of Commissioners
Beaufort County North Carolina
From: Robert B. Cayton, Vice President of the Beaufort County Delegation
Subject: List of yearly delegates for your approval

BEAUFORT COUNTY COMMISSIONERS

Mr. Frankie Waters, Chairman, 482 Pike Road, Pantego, NC 27860
Mr. Jerry Langley, Vice Chairman, 101 Avenue Road, Washington, NC 27889
Mr. Ed Booth, 1122 Van Norden Street, Washington, NC 27889
Mr. Hood Richardson, 121 W 3rd Street, Washington, 27889
Mr. Stan Deatherage, 121 W 3rd Street, Washington, NC 27889
Mr. Randy Walker, 121 W 3rd Street, Washington, NC 27889
Mr. John Rebholz, 121 W 3rd Street, Washington, NC 27889

BEAUFORT COUNTY MAYORS

Mr. Donald Sadler, 145 Atkins Drive, Washington, NC 27889
Mr. Clif Williams, 876 Grace Drive, Aurora, 27806
Mr. James G. Latham, PO Box 39, Bath, NC 27808
Mr. Ricky Credle, 262 George Street, Belhaven, NC 27810
Mr. James H. Mobley, PO Box 145, Chocowinity, NC 27817
Mr. Tom Richter, 323 College Avenue, Washington, NC 27889

PRESIDENT OF THE SOUTHERN ALBEMARLE ASSOCIATION

Mrs. Judith Lannon, 741 Cayton Landing Road, Aurora, NC 27806

BEAUFORT COUNTY EXECUTIVE COMMITTEE of the Southern Albemarle Association
Mr. Joe Cahoon, 6729 Free Union Church Road, Pinetown, NC 27865
Rev. Dr. Robert Cayton, 2331 Tunstall Swamp Road, Aurora, NC 27806
Mrs. Betty Moore, 2818 Wheat Patch Road, Belhaven, NC 27810
Mr. Brian Alligood, 121 W 3rd Street, Washington, NC 27889

Ms. Dianne Bowen, PO Box 279, Pantego, NC 27860
Ms. Debra Cayton, 2331 Tunstall Swamp Road, Aurora, NC 27806
Mr. Greg Coltrain, 2193 NC 99Hwy S, Belhaven, NC 27810
Mr. Surry Everette, PO Box 1012, Bath, NC 27808
Ms. Stacy Gerard, 5337 Hwy 264 E, Washington, NC 27889
Ms. Catherine Glover, PO Box 665, Washington, NC 27806
Ms. Sonja Griffin, 210 Dogwood Drive, Washington, NC 27889
Ms. Darlene Paul, 111 Seed Tick Neck Road, Pinetown, NC 27865

DELEGATES AT LARGE

The Honorable Keith Kidwell, 2013 West 15th Street, Washington, NC 27889
Dr. David Loope, President Beaufort County Community College,
5337 Hwy 264 E, Washington, NC 27889
Mr. Paul Spruill, PO Box 40, Pantego, NC 27860
Mr. Jim Chrisman, PO Box 40, Pantego, NC 27860
Sherriff Ernie Coleman, 210 N Market Street, Washington, NC 27889
Mr. Jeffrey Robinson, 298 N 5th Street, Aurora, NC 27806
Mr. Chuck Williams, PO Box 87, Belhaven, NC 27810
Mr. Ray McKeithan, 1530 NC Hwy 306, Aurora, NC 27806
Mr. Billy Albritton, PO Box 249, Chocowinity, NC 27817
Mr. Mark Finlayson, PO Box 1673, New Bern, NC 28563
Mr. Julian Goff, PO Box 10, Belhaven, NC 27810
Mr. Mike Gwynn, 105 Perquimans Drive Chocowinity, NC 27817
Mr. & Mrs. Bill Cochran, 402 Oak Drive, Washington, NC 27889
Mr. Bryant Buck, 1502 N Market Street Suite A, Washington, NC 27889
Ms. Marcy Morgan, 81 NC 99 Hwy, Pantego, NC 27860
Ms. Betty Spruill, 127 Wellington Drive, Washington, NC 27889
Ms. Annie Spruel, 730 Grey Road, Chocowinity, NC 27817
Mrs. Diana Cahoon, 6729 Free Union Church Road, Pinetown, NC 27865
Ms. Ann Spivey, 100 St. Johns Court, Chocowinity, NC 27817
Ms. Martyn Johnson, 705 Page Road, Washington, NC 27889
Mr. Woody Jarvis, 20 Hideaway Road, Pantego, NC 27860
Mr. Dennis A. Nwandu, 1502 N Market Street, Washington, NC, 27889
Mr. Chris Newkirk, 1420 Highland Drive, NC 27889

Beaufort County
Agenda Abstract

Meeting Date: 8/2/2021

Agenda Section: Item for Consent

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Approval of Board of Commissioner Minutes

Summary of Information: Approve the July 6, 2021, Regular Session meeting minutes submitted by the Clerk to the Board.

Submitter Recommendations/Motions: Motion to approve minutes as submitted by the Clerk to the Board.

Attachments:

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The Beaufort County Board of Commissioner met in regular session Tuesday, July 6, 2021, at 5:30 PM, in the Commissioners Boardroom located at 136 W. 2nd Street in Washington, NC with the following present:

Commissioners Present
Chairman Frankie Waters
Vice-Chairman Jerry Langley
Commissioner Ed Booth
Commissioner Stan Deatherage
Commissioner John Rebholz
Commissioner Hood Richardson
Commissioner Randy Walker

Staff Present
Brian Alligood, County Manager
David Francisco, County Attorney
Katie Mosher, Clerk to the Board
Anita Radcliffe, Chief Finance Officer

Chairman Waters welcomed everyone and called the meeting to order.

Vice-Chairman Langley offered the invocation and Commissioner Walker led the Pledge of Allegiance.

Conflict of Interest Statement

Chairman Waters asked if anyone had a conflict of interest this evening. No one spoke.

Approval of the Agenda

Motion: Vice-Chairman Langley motioned to approve the agenda. Commissioner Rebholz seconded. The vote was unanimous.

Public Comments

Mr. Tandy Dunn said I see where the webpage is a topic for discussion later tonight. He said I wanted to bring to your attention some issues and hopefully suggest some changes to correct them. He said I do not know who is responsible for the content. He said several years ago I pointed out that there was information on the website regarding Beaufort, NC, not the County. He said it was fixed but I wonder if anybody actually looks at stuff on the website. He said there is no mention of the County owned parks or boat docks however, the Washington Racquet Club is mentioned but it closed down two years ago, and they are trying to make that area into a subdivision now. He said there is a section on ordinances and codes. He said the codes has a file of County ordinances that are in a book. He said one of them says that hunting bear in Beaufort County is not allowed. He said the North Carolina Wildlife Commissioner says otherwise. He said under the ordinance section it does not appear to have been updated and things like the Solar Panel Ordinance is not listed there. He said it is in the previously mentioned code book but that is out of date. He said this is just a small example of inaccurate and incorrect information. He said when you go to the page about the upcoming agendas you start in August 2013 and have to scroll all the way to the bottom of the page to get to the current agenda. He said same for Board Minutes, you start in July 1989 and have to scroll all the way to the bottom of the page to get to the current minutes. He said can we please list them with the current items at the top of the page and maybe make a folder for each year. He said there is a planning Board but there is no list of who the members are. He said is it a secret, please list all Board and their members. He said as a County we need to do everything we can to encourage growth and economic development. He said transparency is also very important. He said please have whoever is updating the County's webpage go in and fix the issues.

Ms. Dawn Brinson-Slann said she's a resident of Beaufort County, a small business owner and a taxpayer. She said while this is not a school board meeting it is a meeting to discuss issues that affect Beaufort County citizens and how taxpayer dollars are spent. She said for those of you that have school age children are you aware that as of right now your children will be starting school wearing masks. She said according to the Governor's office, and I'm quoting from an email I received, most K through 12 students are either not vaccinated or ineligible to be vaccinated. She said only students 12 and older are eligible. She said for this reason students' school are required, through executive order 220 to continue to follow the requirements in the NC Toolkit. She said the reports are out on masks and they show they do physical and mental harm to children. She said a study reported July 2, 2021, stated wearing a facemask causes children to inhale dangerous levels of carbon dioxide that becomes trapped behind the mask. She said more than six times the safe limit for older children and more than 12 times the limit for younger children. She said as of this past weekend I read that the North Carolina House Education Committee passed a bill that would leave it up to the school systems to decide how they will proceed in requiring children to wear a mask. She said that bill is supposed to be heard on the house floor later this week. She said what if it doesn't pass, are we going to allow our children to continue to wear a mask and put them in harm's way. She said are you also aware that North Carolina is one of five states in the nation that apply Mature Minor Doctrine, meaning there is no specific age cut-off, but providers have discretion to decide if a minor possesses the maturity to consent for themselves. She said in other words, without parental consent. She said I was able to find out that the vaccination plans for NC Public Schools were left up to the local school system. She said from the email I received the gentlemen stated the decision to offer vaccines to eligible students is made by the local school district or charter schools and there are state and local resources available to support those efforts. She said several school districts, this spring, did offer the opportunity for 16- to 18-year-old students to get the Pfizer vaccine either on campus or providing transportation to off campus clinics. She said DHHS will continue to offer assistance to local school districts and charter schools identifying potential vaccine providers if they wish to offer a vaccine clinic to eligible students. She said when I requested information from Beaufort County schools the response was BCS does not have a designated, on-site vaccination plan for students, we will continue to partner with the Beaufort County Health Department upon request to support their continued efforts to vaccinate the citizens of Beaufort County. She said the reports are also out on the vaccine and we do not know the potential for deadly or life-long consequences for taking this unapproved vaccine. She said we do know that there has been deaths, severe heart issues, long lasting side effects and potential sterilization for both children and adults that have been vaccinated. She said it is one thing for adults to make a personal decision to take an unproven vaccine, it is a completely different situation when unproven vaccines can be given to children for a virus that has a greater than 99% recovery rate, without parental consent. She said with this current situation of Beaufort County in limbo I'm asking this committee to consider that these taxpayer funds that are being used by the school's system to enforce the mask and potentially to provide the vaccination to students, ages 12 to 17, without parental consent. She said we already know that students have left the schools because parents want to protect their children. She said I am requesting the Beaufort County Commissioners get a complete understanding for the plans of Beaufort County Schools and that the budget be revisited and amended to not provide for the mask mandates or the vaccine clinics.

American Rescue Plan Act Suggestions

Ms. Sally Love said I'm the Executive Director of the Beaufort County United Way, chairperson of the Beaufort County Housing Committee for region 12 and the co-chair of the Homeless Housing Task Force for BC360. She said my request today is that you please consider when you are making your decisions about the American Rescue Plan, that you consider funding for emergency, temporary housing of homeless people into hotels. She said several times a week in Beaufort County, men, and women, some with children, and families experience immediate, unexpected homelessness. She said there are many reasons for this to happen, which we don't really have time to talk about here, but it happens. She said the first step in the County to help this would be to get them to a safe place so they're not in their cars or out on the streets somewhere. She said the way it would work is the homeless person would call a dedicated number. She said this number would be circulated to all the agencies in Beaufort County, all the non-profits, any place that we could put it so that there's a single number that people could call if they're homeless. She said this does not exist right now. She said right now they call me, they call the Zion Shelter and if they call during the day no one answers, they call the DCC, it's just not consistent and people don't know what to do so we need a dedicated line, perhaps on a cell phone, where it's publicized where people would call when they're in trouble. She said the phone worker that would answer this line would be a crisis intervention trained worker. She said it's very important for the worker to be trained, this is a crisis for a family. She said it's a desperate time and they need to be trained in crisis intervention and they will do that first step of the prevention/diversion screening that we do when we have a homeless person. She said to find out whether or not they have another option other than a

motel, do they have family they can stay with or do they have a friend they could stay with temporarily until some help came. She said so that phone worker would do the first level of eligibility. She said if they are eligible, of course, if you say I have a free motel room you're going to get a lot of phone calls and we want to eliminate that possibility by screening them at that point. She said once the eligibility is determined the contact for the person doing the phoning, the worker, would contact the motel for space availability and then the next business day that person would contact the caseworker, the homeless caseworker for region 12 that works in this County. She said that week a caseworker could be meeting with the family and going deeper into the eligibility levels and to that point they would become a part of the North Carolina Coordinated Entry System. She said so that puts them into the system and at that point they are interviewed, and goals are set and whatever they need, it could be training or whatever process it takes to get them out of homelessness and back to safety is handled through that system. She said that coordinated entry conferencing meeting happens every Wednesday so the fastest anyone here, or anywhere anyone could get any help is more than a week. She said it's more like 10 days, especially if it's on a weekend. She said the average motel stay is at least a week and taking into consideration of everything, including availability of housing. She said in 2020 the Zion Shelter, between January and September spent $13,000 housing 188 people, men mostly, in local motels. She said the average cost per night was $77.00. She said in September they ran out of funds and now nobody has any funds for a motel. She said if you would convert that $13,000 cost into a year that would be $17,400 for two nights in a motel. She said I'm sure you know that July 31st the eviction moratorium is going to stop, probably, and that means you've got a whole bunch more people that are going to be on the market, out of housing and a lot more homeless people. She said the present time, if you are a person that needs housing or money for rent or a motel, I had a lady that called me last week, she was stranded in Washington. She said she was, we went from church to church to find her money to pay $64.04 at the Days Inn to put her up for the night. She said this is not a good way to help homeless people.

Ms. Dawn Brinson-Slann said I'm a resident of Beaufort County, a small business owner and a taxpayer. She said I fully support the use of funds from the American Rescue Plan to be used in a way that benefits the taxpayers of citizens of Beaufort County and the County as a whole. She said there have been meetings held in volunteer fire departments across the County to ensure the people of Beaufort County had an opportunity to provide input with their ideas on how money should be spent. She said in addition to broadband in remote parts of the County, the other ideas included solid waste mega-sites, recycling, county library and storm water management. She said throughout this idea gathering timeframe the overwhelming input from the community and individuals that have attended these meetings to provide input seems to be for broadband. She said while broadband is important there's one other idea that deserves thoughtful consideration and that is our volunteer fire departments. She said one of the ideas discussed was to provide funds to the volunteer fire departments that lost their main revenue streams, fundraisers. She said these local stations, manned by volunteers are expected to respond when someone dials 911 and these are held. She said as I understand it the amount of money to keep them up and running is dependent, for the most part, on donations from the community and annual fund raisers. She said as a direct result of Covid restrictions these stations were not able to hold their annual fund raisers and therefore find themselves in a deficit to cover necessary expenses like equipment, vehicles, etcetera. She said I do not know how much longer this debate and collection of ideas will continue but I would expect there would be a decision relatively soon. She said I may have missed them, but I've not seen any details about mega-sites, recycling, storm water and the like but would think that pulling together a comprehensive plan would require several weeks review and tweaking and that takes ball even further down the court and any gains provided by the funds would be even further into the future. She said I believe the study for broadband infrastructure has been completed and is available for review. She said I would also expect that the treasurers for the various volunteer fire departments could provide an amount in fairly short order and while getting all the details in place may take a bit of time I'm asking that you put community needs ahead of pet projects and move on. She said broadband will bring communication to the remote parts of the county and replacing the funds lost by the volunteer fire departments would be a step in the right direction to keep all of Beaufort County and the residents safe. She said every taxpayer in Beaufort County will benefit from the improved and up to date communications in helping those that volunteer their time in keeping us sage.

Mr. George Keen said I'm an old Tel Co guy, way back. He said Michigan Bell, Southern Bell in Wilmington, Southern Bell in Raleigh, I handled state government for Southern Bell and AT&T and data communication circuits. He said my neighbor is a telephone engineer who moved here a year ago from Ohio. He said he is desperate for broadband. He said he has what I thought was the best satellite provider and he's very unhappy with it and he's thinking of getting rid of that. He said that being said I'm going to talk about our big telephone provider here, CenturyLink, and I cannot speak for them. He said I can't speak for AT&T; these are my opinions. He said they want out. He said copper wire or rainbow wire is labor intensive business. He said nobody in their right mind would want to continue to be in that business. He said it's the end

of copper. He said if the end of copper is coming what are we going to do for anything here. He said if there's places where it's better, where they do have fiber in the ground, and I don't know where that is then that will continue but on the south side of the river I don't know that we're going to have anything. He said do you want to take that chance. He said I don't think we should do that. He said I have CenturyLink ADSL, Asymmetric Digital Subscriber Line. He said this is the great-grandaddy of broadband. He said this is asymmetric, it's way faster down than it is up. He said it's copper wire. He said we've got posts in swamps where the guys have to waterproof it. He said it goes to an Indian Island remote and from there it goes on 10 repeaters, which are copper wire, T-1, and my engineer neighbor tells me in the big giants in western Ohio, they're no longer selling T-1 circuits. He said all of your hospitals are T-1 circuits but it's copper wire so I cannot see how this is going to go on. He said CenturyLink, from what I've been able to find out on the internet, looking at financial stuff, has spent billions of dollars putting in millions of miles of fiber to Canada, to Mexico, everywhere way beyond their territory. He said they don't want to be in the telephone business. He said how could they possible want to be in the telephone business. He said their business is providing a core network. He said all the back-hall, when you go to a Verizon tower, and remember cellular, you're only in the air to the tower, from that time on you're in the ground. He said they back-hall all of the, CenturyLink back-halls all of Verizon's towers. He said what's next, some of you said gee, something will come along better. He said I've got a whole set of fiber optic slides from Western Electric, I've got 2 gold old boys, my friends, that actually got my wife a job with DP with the State, and I thought I was going to review these slides with them, and we went into a tobacco barn, which was at the Department of Administration on West Jones St. He said they invited every DP manager in Raleigh, they're all lieutenant colonels, plus they had Kathy Hanson, a physicist from NC State and I'm supposed to discuss fiber optics. He said well you know something, that was in 1981 and nothing has come after light, I don't what will come after light. He said I don't think anyone is going to, and I have a little limerick about light and fiber optics, there once was a lady named Bright whose speed was faster than light, she went out one day, in a relative way, and returned the previous night, so I don't know what we're going to have after fiber. He said by the way, you're all going to have a letter from our president of our HOA, Mr. Ken Richardson, who's hoping for a connection with another Commissioner here, whose name I won't mention, and he's made a very impassioned case as a real estate investor. He said he's made all kinds of North Carolina connections and he's invested a lot of money and made a lot of money in real estate; I need broadband. He said anyway, don't leave us with nothing. He said please, in the name of God, spend some of this money on broadband.

Ms. Stacey Moore said I'm just going to dig right into this, 3 minutes is a short amount of time for a woman so I'm just going to ramble as quickly as I can and give you everything in a nutshell and maybe we can make it to the agenda for the next meeting and I can give more information where you can ask questions about the details on everything and get the nitty gritty about all of it. She said I am actually a resident of Beaufort County. She said my proposal for a portion of funds available for discussion is for a renewable reality technology park in Beaufort County. She said the park would have its own renewable energy grid which would share power between businesses. She said 5G would also be implemented and studied on effects and what we could do to implement it further. She said currently we are about $3 million down from having the people we need to climb the towers to even get it installed so we really need to look to ourselves and that's what the center is really about. She said the park itself would become Beaufort County's first micro-smart community, basically. She said everything would be loaded in through the park. She said the environment would be the first consideration in construction and landscaping efforts. She said the park would consist of a reality science and technology center, which would actually be the key center of the park. She said there is a base of $21 million available in grant money right now through the National Science Foundation for non-profit science and technology centers. She said what we need to do is get started. She said the center would actually consist of six lab domes who would actually do active research and give grant applicants a place to do their studies and figure out what's going on. She said AI drones, robotics and technology, education, and training to equip our manufacturing and our law enforcement to begin, to go in and do, actually serious training without having to interrupt school schedules or put anyone in that state of uh oh, something bad is happening. She said we want to make sure everyone is prepared but at the same time we want to do it in a more isolated way. She said we would go in and map everything we need. She said our guys go in with a 6-man team and do a VR sweep, they do their training and it's active and in real time. She said along with that agri-tech would be one of the labs. She said sustainable development would be another lab and climate change considerations would be an additional lab. She said along with that we would have a café and discovery science center. She said within the center, which would be our exploration center, a health and wellness spa to identify ways and changes that are being made in holistic medicine, as well as a digital art museum and tech store. She said the tech store you would actually shop with AI glasses. She said you would actually walk in with augmented reality glasses, there would be no price tags, you would see those through your glasses. She said that's just one option. She said the other part of the park would consist of a futurist hotel, a solar business, a sustainable development business which would address agriponics, hydroponics, we're looking at vertical farming operations for research and development. She

said we know for a fact right now we can take tobacco and draw ethanol from it. She said with everyone quitting cigarettes, this is a valid option for us. She said we know we can grow it; we know we can do it well and our farmers deserve the opportunity to explore it. She said a 3-D print business would also be installed within the technology park, with residential construction opportunities so we could look at changing the ways we do our housing. She said hybrid refueling station would also be included, a hybrid dealership and of course we are Beaufort County, and we are on the coast so a waterpark and a putt putt wouldn't be bad either. She said I do have a list of long-term and short-term goals that would benefit the County.

Ms. Patricia Garrison said I hear people talking about broadband and if I understand correctly the general assembly has allocated "X" amount of dollars for that already. She said so I was wondering when Representative Kidwell speaks if he could clarify the amount of money that will come to Beaufort County and is it sufficient to meet the needs of Beaufort County for broadband. She said if so the $7 to $9 million that Beaufort County is receiving, should we spend it on something else, not just broadband. She said I certainly agree with Ms. Brinson-Slann, the lady that spoke before me that our volunteer fire departments desperately need this money and we as citizens need our volunteer fire departments. She said I am not in agreement, personally, with funding broadband with government money. She said if you think you're being censored now you wait until you get federal money from the federal government for broadband. She said they're going to know everything you say, everything you do, they're going to want something in return for the federal government funding broadband in Beaufort County. She said do we really want that. She said I don't want the federal government funding broadband in Beaufort County, and I certainly don't want an investigation into climate change in Beaufort County. She said I am sick of hearing about climate change. She said let's talk about something else. She said let's talk about jobs. She said what are we going to do to bring jobs into Beaufort County. She said jobs that are sustaining the economy of Beaufort County, sustaining our schools, sustaining our families, and encouraging our young people to stay in Beaufort County. She said we need jobs. She said people do not need to be sitting at home watching TV and playing games on their phone. She said we need jobs and if $7 to $9 million in Beaufort County can provide jobs then that's what we need to concentrate on if that money can be allocated as such. She said going back to broadband, I know in my area, what's now called RiverStreet, it was called Tri-County, has spent millions of dollars of their own monies, their own resources, their own manpower to provide a service in our area. She said if we receive federal dollars does that mean that any company can come into Beaufort County, bid on a job, and outbid Beaufort County. She said probably Commissioner Waters could better speak to that than any of us. She said I don't want to see another company coming into Beaufort County outbidding Tri-County when they have spent their own resources to provide a service to its own citizens, knowing that it could take years, if ever, to recoup what they have provided to the citizens. She said I am not in favor at all of taking federal monies for broadband.

Legislative Updated from Elected Officials

Representative Keith Kidwell said I'm going to address a lot of concerns that the people here today have including jobs, broadband infrastructure, the federal dollars and how all that works. He said first off, Ms. Garrison, if you think the federal government doesn't know what you're doing already, if you've got one of these (cell phone) everybody knows what you're doing. He said I can sit and think of something, open my phone up and the next you know I'm getting an advertisement on the thing I was just thinking of. He said I don't know how they do that, but they do it and I know pretty much everyone has experienced that kind of effect so the only way you're going to do that is to get off the grid totally and I don't see that happening. He said let's talk about broadband and infrastructure and jobs for Beaufort County. He said we've been working, I say we, mostly me. He said our Senator from the south, Mr. Norm Sanderson has been helpful to me in trying to get money into the budget. He said we have $750 million that's been allocated to broadband through Covid money. He said it's Covid relief money so it is federal money and the way that's going to work is the County can put $4 million of its own money, a minimum of 4$ million, into the broadband expansion in its rural parts. He said it cannot be used in cities, it cannot be used where it already exists. He said it has to be new, and I believe it has to be fiber optics to bring it in. He said but that $4 million has to be matched by the County. He said it also has to be matched by the vendor so whether it's going to be Suddenlink, CenturyLink, whoever it may be, those groups would have to come together and match that money so that gives you $12 million to bring broadband expansion, just if we went $4 million, $4 million, and $4 million. He said now, if the County actually used, I heard the number $7 million floated in here and I've also seem some plans where they could basically complete the infrastructure for all of Beaufort County for as little as $16 million. He said I have seen as high as $95 million from some other vendors. He said so I guess it's going to depend on who actually does it so if you all are going to put in $7 million and then you get another $8 million, $4 million from the vendor and $4 from the Covid relief, that's going to get you a pretty good setup for your broadband infrastructure in Beaufort County. He said that should pretty

much fill out everything that you're going to need. He said why, somebody said real estate. He said people are leaving the big cities in droves. He said big businesses, matter of fact I just got off the phone with the Internal Revenue Service in Cincinnati. He said he's not been in an IRS building in over a year and they're negotiating right now to never go back into one of the buildings. He said now your banks are doing that, your insurance companies, people are working from home. He said it's cheaper for the businesses. He said they figured that out, it didn't take them long, knew it wouldn't as soon as it started to happen. He said the face of the United States is going to change from that. He said we're seeing, already, a mass exodus from the large cities to places like Beaufort County. He said where they're not going to land is the cities and towns that don't have true broadband because they can't work from there. He said I know a guy that bought some property at Long Pointe Landing with all intense of working from home, he's from Richmond. He said he ended up having to go back to Richmond all week long, not spending his time in Beaufort County, not spending his money in Beaufort County, because we don't have true broadband down in that area of the County. He said we're not going to see the people who are going to want to relocate to Long Pointe, to Edward, to Bath, to Belhaven if we don't have broadband in those areas. He said that's going to help us with jobs, let's talk a little bit about that. He said we're looking at many projects to bring into and expand into Beaufort County. He said millions of dollars. He said I can't get into specific details right now, I've talked to several businesses that are interested in expanding or relocating into Beaufort County, headquartering in Beaufort County, new projects, expansion of our education system in Beaufort County. He said like I said, I can't get into a lot of details right now, maybe in the next few weeks I can. He said at the next meeting I can bring you a real good report and tell you what's happening. He said part of that is going to be broadband because none of them are going to be interested if we don't have good broadband throughout the County. He said we're talking jobs from Aurora to Bath to Belhaven and right here in Washington, lots of them, and good high paying jobs. He said exactly what Patricia Garrison was asking for, so this has got to happen. He said we've got to keep it focused. He said as this comes about I'll get back in touch with the Commissioners and let them know what's going on but it's a project we've been working on for months, projects I should say, and if it pans out I think everybody in Beaufort County is going to be happy and I think you guys are going to have what you need as far as infrastructure and broadening the tax base and that kind of stuff. He said budget, let's talk about budget. He said so we did get a senate budget about three weeks ago now. He said it's going to be about four or five weeks before the house finalizes their version. He said we take the senate's budget, look at it and see what we can do to make it better because what they gave us is a jumping off point, but I think it will end up in the trash sooner or later and then we'll get it the right way, but they didn't put in the appropriate amount of raises that the teachers should be getting. He said there's not any concentration on building jobs and that kind of thing, putting a lot of money into UNC where it's not needed and very little into the community colleges where it would probably do us all some more good so we're going to look at restructuring some of that budget. He said as the chairman of the house freedom caucus I've assigned a piece of the budget to each member of the freedom caucus to take the deep dive on because it's nearly impossible to read the whole thing yourself. He said so somebody who's familiar with farming we put on the Ag budget, I'll be handling the tax and finance aspects of it, I've got people handling the education aspect of it and we're going to go back to the leadership at the house and say these are the suggestions we have to improve this budget.

Commissioner Deatherage said in reference to the mask mandate for school children, I did speak to the superintendent and he's not aware of one at this point. He said that going to be something that's going to be initiated in the fall.

Rep. Kidwell said so the governor does have a mask mandate at this time for the educational system. He said the local school boards have some latitude in that so if you look up, I think it was Hartnett County at their last monthly meeting their school board made a universal decision, I believe it was their school board, unanimous, they would not allow their children to wear masks in the fall. He said they would not have that as a requirement. He said if the parents want to send them that way, it's my understanding it is the school boards, I would suggest the County Commissioners and the school board get together on that and see which way you want to go here. He said I can tell you from my perspective, what I hear, and I'm hearing from 80,000 people roughly, well more than that but if I just count my district parents do not want their children wearing masks. He said the CDC says children should not wear masks. He said the science is there that it doesn't help and that the children, #1 they don't catch Covid like adults do, if they do it's generally they're asymptomatic, almost universally asymptomatic and they're not spreaders. He said these are not my ideas, these come from the CDC and the WHL. He said I've read all their information. He said every time a report comes out it drops right into my email, I dig into it and find out what's going on. He said why we have a mask mandate for anyone under the age of 18 is beyond me.

Commissioner Deatherage said in reference to the vaccine edict that the Governor could be enforcing, which he really doesn't have a right to do, as you well know, is that going to be a school board decision too.

Rep. Kidwell said the requirement of vaccines is currently a school board decision. He said so that's something, again, you want to get with the school board. He said let me mention again, the mask mandate, the vaccine mandate, somebody mentioned the opportunity that a child at the age of 16 can authorize their own vaccine. He said I have submitted legislation against all of those. He said I think it's a parental decision when the child is under 18. He said we should never have a situation where any government, I challenge you, don't try and stick a needle in one of my kids arm, it's not going to end pretty. He said I don't care what the law says, there's the law and there's the moral law. He said as far as the masks go I've introduced legislation that the government cannot mandate masks. He said now if a business wants to mandate masks that's their private property. He said I've had people walk into my business and had foul language on their shirt and I asked them to leave, and they say what about my free speech and I say that ended at the driveway. He said this is my property and I can mandate what you don't do or don't wear, just like I do with my staff. He said I even tell my staff, I restrict certain piercings and things of that nature, so people don't have the big hoops, I don't know what they call them, or gauges or whatever where they're ears are hanging down onto their shoulders. He said if they like that that's fine but they're not getting hired in my office and that should be my prerogative. He said now the moment I pass legislation that the government can mandate, you can't force someone to have a mask well then can they also mandate that I can't throw someone out for having a shirt on that's inappropriate or that I can't have my staff dress in a certain manner for what they do so I find that you almost have to be like King Solomon in splitting the baby, it's a tough call but at this point I've not seen legislation that says we can or can't do that. He said I think we should stay away from that. He said the vaccine is a personal choice but giving it to my children, that's a parental choice.

Commissioner Deatherage said one more thing, start sending me press releases. He said I'm not getting them.

Rep. Kidwell said you're not getting them; I know we've fought this battle before. I'll start sending them to you through snail mail or something.

Commissioner Deatherage said send them to me, I've got two different ways, I'll email you and give you both emails.

Items for Consent

1. Budget Amendment, Emergency Services
2. Surplus Items, Assessor
3. Assessor Refunds Over $100
4. Tax Collector Refunds Over $100
5. ~~Petition to Close a Public Road, Longacre~~ PULLED
6. Non-Eligible E-911 Surcharge Fund Expenditures
7. Washington Enlarged Planning Board Appointments
8. Washington Enlarged Board of Adjustment Appointments
9. JCPC Appointments
10. Minutes Approval – Katie Mosher, Clerk to the Board

Chairman Waters said the next item is the consent agenda. He said item #5 is being pulled for additional information. He said that's item #5, a petition to close a public road.

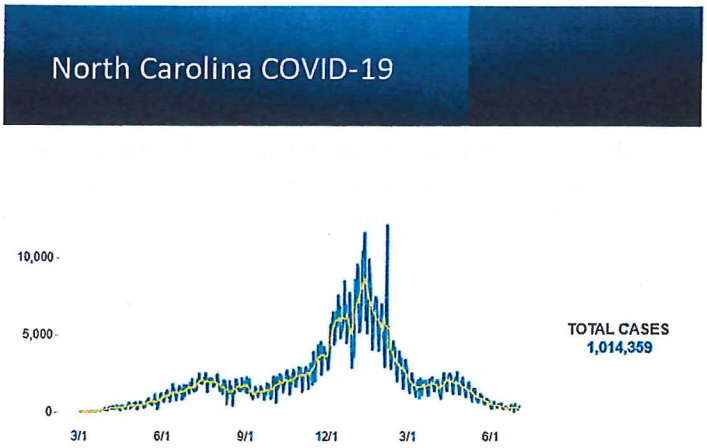
Motion: Vice-Chairman Langley motioned to approve the amended consent agenda. Commissioner Rebholz seconded.

Yes Vote	**No Vote**
Chairman Waters	Commissioner Richardson
Vice-Chairman Langley	
Commissioner Booth	
Commissioner Deatherage	
Commissioner Rebholz	
Commissioner Walker	

See Addendum 1

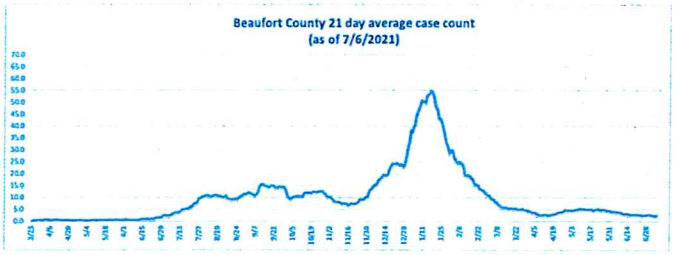
Covid-19 Update

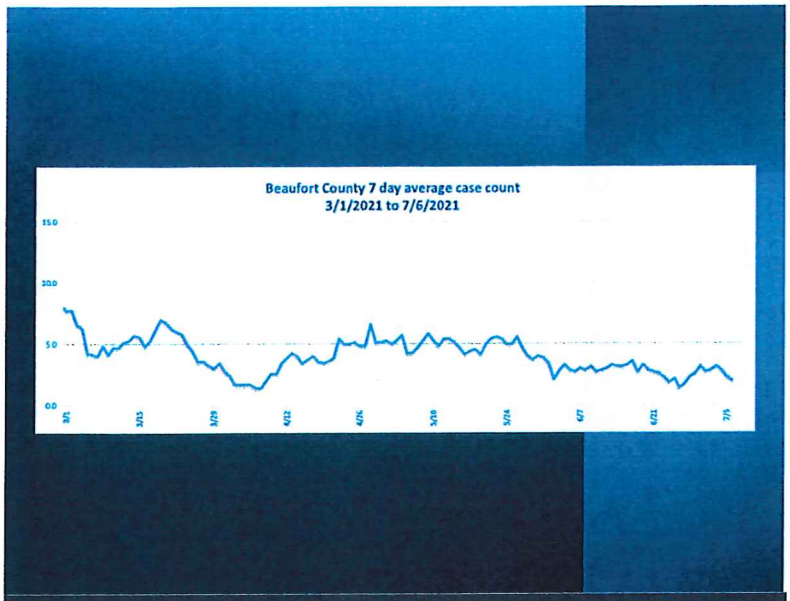
Mr. James Madson gave the following presentation:

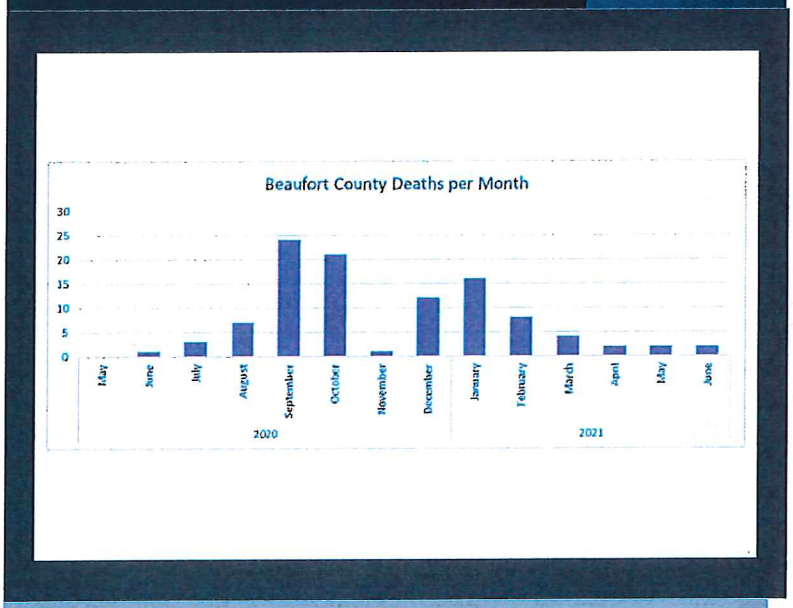


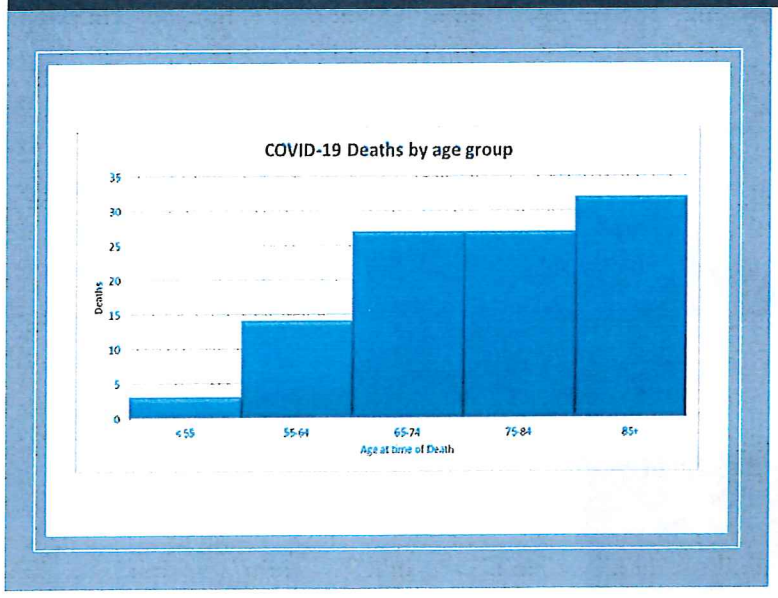
Tuesday, July 6, 2021		
Tests conducted on Beaufort county residents (to date)	44,474	
Total cases (tested positive)	4,741	
Total hospitalizations that have occurred	260	5.5%
Total Deaths*	103	2.2%
Average age of deaths (years)	77.1	
Known active cases currently in the county	32	
Currently hospitalized	-	0.0%
Currently on a ventilator	-	
Total cases recovered	4,606	97.2%
Reinfections (positive again after recovering)	7	
Breakthrough (positive after completing vaccination)	1	
	-	
	-	
Deaths* from long term care facilities	49	48%

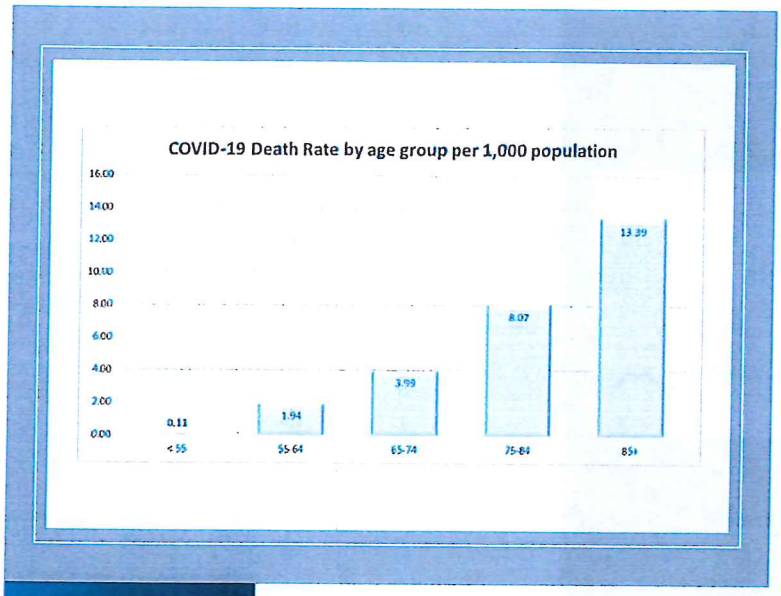
*Deaths reported through this website have been confirmed through a review of the death certificates. This validation process can sometimes take a long time when a resident passes in another County or State. Other sources may report presumptive totals and therefore will vary with those reported here.




Beaufort County 7 day average case count
3/1/2021 to 7/6/2021
150
100
50
0
3/1
3/15
3/29
4/12
4/26
5/10
5/24
6/7
6/21
7/5

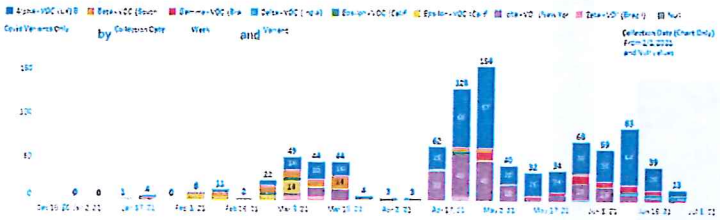

Beaufort County Deaths per Month
30
25
20
15
10
5
0
May
June
July
August
September
October
November
December
January
February
March
April
May
June
2020
2021


COVID-19 Deaths by age group
35
30
25
20
15
10
5
0
Deaths
<55
55-64
65-74
75-84
85+
Age at time of Death



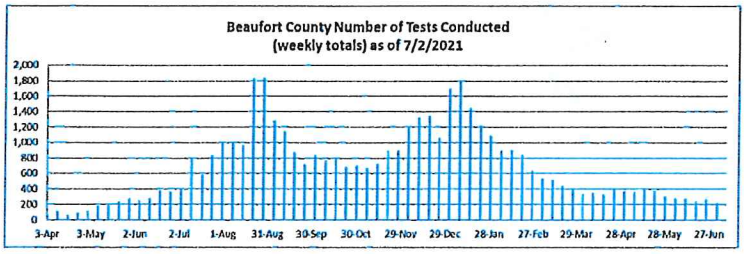
Other Info

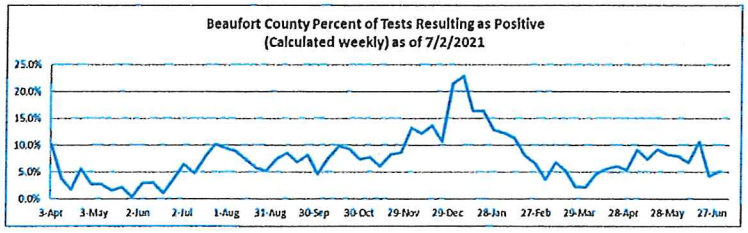
- Delta Variant
  - More contagious
  - Unvaccinated people are at risk
    - Vaccine has high protection against hospitalizations
  - Might be local outbreaks
    - Some areas have 10-45% of their cases are Delta



Vidant area testing

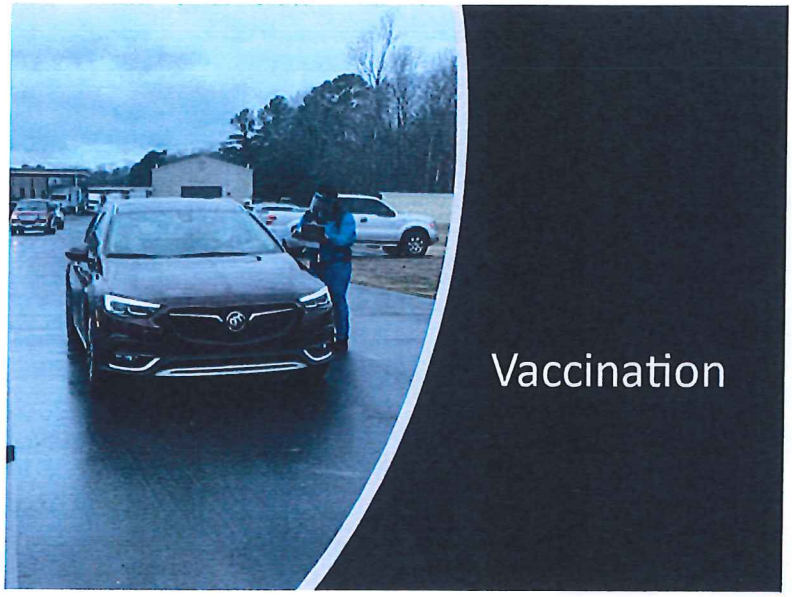
Testing

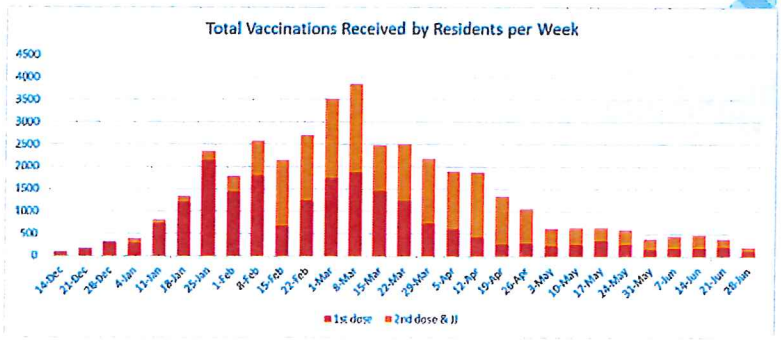


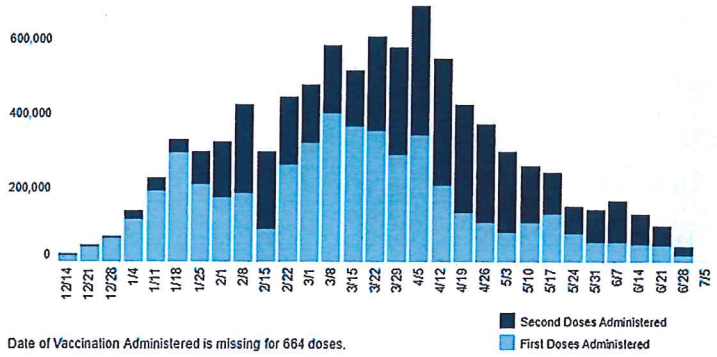


Test Sites

- Testing done at Health Department every workday from 8:15 to 11:30 (no charge)
- If transportation needed, call BATS by 1:00 for an appointment (252.946.5778)
- Most health clinics can do testing as well (may have costs)

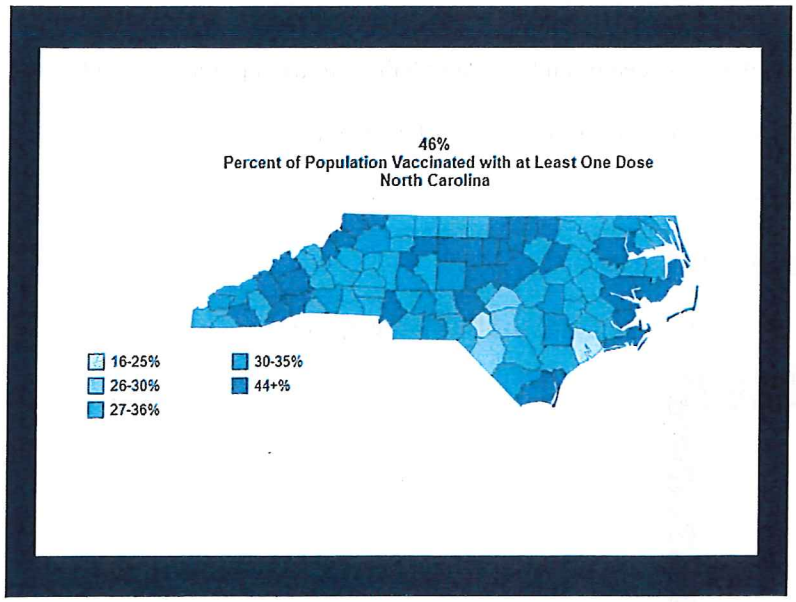






Date of Vaccination Administered is missing for 664 doses.

Tuesday, July 6, 2021	Total	
Beaufort County Population (NCSCHS)	47,079	
Residents that are partially vaccinated against COVID-19	20,691	43.9%
Completed COVID-19 vaccine series (all vaccines)	19,387	41.2%
Total Doses administered	40,078	
Population over 65 years of age (NCSCHS)	11,281	
Over 65 that have received first dose of COVID-19 vaccine	9,534	84.5%
Over 65 that have completed series	9,163	81.2%
Adult Population (18 and older)	37,758	
Partially vaccinated	20,362	53.9%
Fully vaccinated	19,163	50.8%
12-17 year olds vaccinated	3,295	
Partially vaccinated	329	10.0%
Fully vaccinated	224	6.8%



Other Vaccine Info

- Health Department - Wednesday and Thursday from 12:00 to 2:00
  - Moderna
  - Pfizer
  - J&J
- 12 years and older (parent consent to 17)
- On-line through health department website or call 252-940-6150 to make an appointment
- If transportation needed, call BATS by 1:00 for an appointment (252.946.5778)

Commissioner Richardson said it looks to me like the statistics on death with Covid are not much higher than they were for what you might call, categorically, normal influenza season.

Mr. Madson said in what way, what do you mean.

Commissioner Richardson said number of deaths.

Mr. Madson said no. He said we usually have about 10 deaths for flu. He said we've had 102 from Covid.

Commissioner Richardson said oh, okay, thank you.

Commissioner Deatherage said my question is similar, has nothing to do with influenza. He said you said you had broken out where we had this rash of deaths in the last 3 or 4 weeks. He said there's been about 8 or 9 deaths that's showing, maybe not quite that many, over the last couple of weeks, just getting the data in now. He said of those 8 or 9 how many are real and how many are from the past.

Mr. Madson said let's say over the past three reports I think I've reported 12 deaths or something like that but out of those 12 deaths there's been 2 for June, 2 for May and 2 for April so half of them were spread out over the last three months and the rest were from before that.

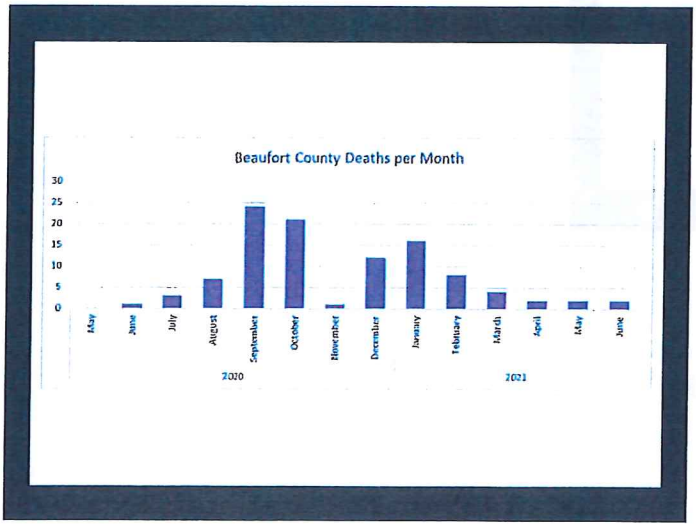
Commissioner Deatherage said okay so half of them were real deaths and the other half were from previous months.

Vice-Chairman Langley said Commissioner Deatherage, real deaths is a bad way of saying it.

Mr. Madson said yeah, because all of them are deaths.

Commissioner Deatherage said I'm just trying to get into real terms.

Mr. Madson said they're all real deaths. He said I guess that's why I tried to break this graph out.



Commissioner Deatherage said it's hard to understand. He said I'm just trying to get verification, that's all.

Mr. Madson said on the bottom you have the months.

Commissioner Deatherage said I get that. He said my concern was how many in the last few weeks, I mean there's been a lot in the last few weeks.

Mr. Madson said the report I send out has the number of deaths, have been, are new compared to what the last report was so let's just say you have 10 on there but only 2 of those would've been for June and the others were prior to that. He said

that's why I'm trying to show you more visually it was two for the month of June and two for the month before, it wasn't ten that came out last week.

Commissioner Deatherage said that makes sense, two in June and 8 for the prior months.

Mr. Madson said correct.

State of the County Health Report

Ms. JaNelle Octigan said you do have our report, it's the 2020 Sotch report in front of you. She said if anyone else would like it, it's on our website under reports, they can download it at any time. She said if you look at page three, basically this is an overview at a glance. She said this doesn't change for every three years mainly because it's reported straight from our community health assessment, which our last one was done in 2018. She said basically this is an overview of our demographics as well as our leading causes of death. She said we're currently working on our 2021 community health assessment so I'm sure I will see you again next year when I present on that and a lot of that will be updated as well. She said I'm sure we can see Covid up there as one of the leading causes of death as well. She said if you turn to the next page, on page four, basically, from our community health assessment from direct input from the community we have derived that our top four priority issues are identified by Beaufort County community citizens. She said those would be access to care, which does include mental health, exercise, and weight, which is always in the top three and then education and substance abuse. She said basically the State of the County Health report, we go through these four issues, or areas, and we try to pinpoint how the Health Department, or the community organizations work towards those priority areas. She said that's important because if it's an issue than it's an issue to us and hopefully we can move the needle some way or in some fashion. She said in regard to the first priority issue, access to care, our primary care provider rate for Beaufort County is 48 providers per 100,000 population. She said our mental health provider rate is 107 providers per 100,000 population. She said both of which are behind the North Carolina rate which shows we probably have a hard time getting into the doctor's office or there's too long of a wait or there's to many people to be seen at one time, which probably means you end up waiting. She said or, like most people, if you're like me, I'll hold off for the longest time until I have to go to the doctor when it gets bad. She said by the time I have to go it's really urgent and sometimes that leads to ED or ER visits, especially if you don't have that repour with a primary and you don't have that trust, but I could go on and on about that. She said some things that we did at Beaufort Health Department is we implemented our Healthy Living Clinic, which is our provider capability. She said we noticed an overflow right off the bat, so we extended from 4 hours to 12 hours to try and meet that need and give an opportunity for people to be seen. She said we also added mental health services so kind of tying in that mental health aspect as well. She said our Women, Infant and Children department extended hours on Tuesday, hopefully to give people more opportunity to get care. She said also, we offer all of our services on a sliding fee scale, including mental health, which does help people be able to provide that service. She said the second priority issue is exercise, nutrition, and weight. She said according to the 2018 community health assessment one in three county residents were reported obese. She said actually in the report for community health assessment, 48% of residents self-reported they were told they were overweight and I know, we're not going to get in the weeds with that because I, myself, am not quite where I need to be on BMI but the reason that's important is because a lot of those things tie directly to our heart disease rates, diabetes, which is highly reported, even cancer and stroke so we really want to tackle nutrition and exercise and weight so that hopefully the end results is we can lower our stroke rate, cancer rate, diabetes and much more. She said some other prevention programs we have is our diabetes prevention program. She said it's a yearlong program. She said it is free, we have grants for individuals to attend. She said we work with priority population with that. She said that aims to lower A1C's, hopefully lose 5% to 7% of ones BMI and hopefully leads to a decrease rate of developing Type II diabetes down the road. She said we also offer diabetes self-management which aims to provide a service to those that are diagnosed with type II diabetes. She said this program works directly with clients to establish lifestyle changes and again, hopefully lose weight, lower their A1C's and manage their diabetes because we know we can't get rid of diabetes. She said our diabetes prevention program, we had a total of 36 participants. She said obviously 2020 impacted that because that is an in-class session, so we went to some virtual, but we also reestablished earlier this year. She said but we had 36 participants and those participants lost a combined total of 153 lbs. and they reported an average of 122 minutes of physical activity, which is great. She said we also offer medical nutrition therapy. She said we had seven, we had 15 in 2020 for medical nutrition therapy. She said this is, again, another program that focuses on exercise, nutrition, and weight. She said the great thing about this is the client gets to work with a dietician and they get to create an individualized plan to improve their lifestyle one way or another. She said Beaufort County Health Department also offers a community walking trail from sunup to sundown, anyone is welcome to come out, it's a nice little figure 8 and hopefully will increase some physical

activity. She said hopefully that would provide a little more access to exercise opportunities as that is one of the things reported on the community health assessment. She said on page six we focused on priority issue education. She said obviously I'm not a schoolteacher but there is a tie in between graduating from high school in regard to leading to low rates of health problems as well as lowered risk for incarceration, so education was a big thing that came out of 2018 health assessment. She said although we don't, I'm not an educator with Beaufort County Schools we do have a program we've been able to implement within Beaufort County Schools 9th grade health classes. She said she teaches reduced risk program which talks about sexual health, reducing the rate of STD's, HIV, and other things. She said it also involves parents so that's the wonderful part. She said it increases parent communication, hopefully gives parents, maybe, a way to improve their communication with their children and we also implement things like budgeting when you have a baby, when you don't have a baby, where all that money goes, if you know what I'm talking about you know what I'm talking about. She said we even bring in a lovely, very real like baby that cries and makes kids really never want to have a kid right now so all good things. She said priority issue #4 on page 7 is substance misuse. She said Beaufort County has one of the highest opioid prescription rates in North Carolina. She said the equivalent of every man, woman and child in Beaufort County could receive over 69 opioid pills each, the state average is 43 so obviously there's a lot of effort regarding this. She said Beaufort County reported 9 unintentional opioid deaths in 2019 and our unintentional drug death rate per 100,000 was 21.5 which was greater than North Carolina of 16.7. She said in 2019 we had a collection of 602 syringes through our syringe exchange program. She said 128 doses of Naloxone/Narcan were distributed and 170 syringe kits were distributed as well. She said we also partnered with the District 2 recovery court and designed a, basically it's designed to assist chemically dependent offenders with their court ordered treatment plans. She said we had 24 Beaufort County referrals and two accepted into that program. She said we also offer community testing, which is free. She said it kind of ties into the drug use. She said we're able to test for Hep-C, HIV, and syphilis. She said we tested 224 individuals and of those, 30 tested positive for Hep-C, which is about a 13.4% positivity rate. She said then we're going to get into some Covid so I will not over-Covid you, I promise. She said there's just a timeline where things escalated that I will not rebuke because we all lived that together and then on page 9 and 10 I went through our year review, which was obviously heavily impacted by Covid. She said Mr. Madson mentioned, in this report, as of December 31st I put in our last community report that we used to send out daily. She said, which just to kind of give you some perspective, by December 31st we had 2,600 cases. She said as of the report we put out Friday we had 4,700 cases. She said then deaths, we had 62 at the end of December and as of July 2nd we have 102 and then recovered wise we had 2,077 and now we're at 4,600. She said we partnered with lots of community partners during Covid regarding testing and vaccination. She said those are highlighted or listed on page 9. She said I would love a big shout out because they are amazing. She said they worked with us as far as facilities or their parking lots or promotions or their staff, allowing us to come there and test individuals. She said it allowed us to bring the service to them rather than them coming to the Health Department or arranging for transportation. She said the last, but not least page was literally just changes due to Covid. She said some of them great, some of them not so great, as you can imagine. She said there's a lot of safety measures put in place, whether it was tele-working, hand sanitizing the handles on doors. She said syringe exchange sites, BCHD began providing in other ways. She said our partners in the community that used to allow us to go get tested or provide testing or SEP had to be shut down because their doors were closed to Covid. She said some of our port-partum newborn visits were temporarily suspended. She said we did still implement behavioral health. She said we utilized tele-health, which was amazing, and clients are really utilizing that now. She said we also increased our workforce from contact tracing to testing to vaccinating, we increased staff wise and then Health Department staff maintained their day-to-day operations as well as job duties and took on additional duties in regard to Covid. She said I'll end with a Rocky quote because 2020 was all about it, it ain't about how hard you can hit, it's about how hard you can get hit and keep moving forward. She said I think Beaufort County did a very good job in moving forward with all the hits we took.

Chairman Waters said once again thank you for everything that the staff and all these organizations that helped pull off and make the job easier so once again, thank you.

See Addendum 2

Cooperative Extension Update

Mr. Bryant Buck said one of my goals, and I'm going to brief, one of the purposes of me coming is come occasionally, maybe quarterly and give an update. He said I think we've been a little lax in communicating some of the things we do as a department here in the County. He said to do that I'd like to draw your attention to a publication we put in front of everybody. He said there's also a one pager that gives a little background on the impact Cooperative Extension has on the

counties. He said before you call me and tell me NC State probably has something like this. He said I will dig it out and find it and if I find it I will get it to you. He said the one thing I do want to draw your attention to in the book on page 3 and it's also on the handout here, a study was done a few years ago looking at the impact of Cooperative Extension, looking at the dollars that are invested through the government. He said through the state or county or federal even. He said the study found a 27:1 return on investment, which is substantial. He said we're an educational entity and obviously the work that we do hopefully goes on to stimulate economic growth. He said so the amount of money that you're putting into Cooperative Extension in this County, coupled with 50% of our salaries are paid on the state level, that money coming into this county is a huge impact and a huge number for you. He said I think that's something we should highlight more. He said moving on I wanted to take the opportunity to talk about our three program areas. He said agriculture, 4-H development and then family and consumer sciences. He said those last two will come at a later date. He said over time we'll come back and talk about those programs. He said I want to talk quickly about agriculture this evening and I think to do that I need to make sure everybody understands what agriculture means to this County. He said this other sheet that I gave you, it's not all marked up, it just has a table, if you look at that chart and looking at the center of the chart, towards the right you'll see three columns there, crops, livestock, and cash receipts. He said a cursory view of that information will show you pretty quickly that agriculture is big for Beaufort County. He said we are a big agriculture county in the state, but our contribution is mainly in the production of row crops. He said corn, soybeans, we typically will rank first or second in the state in terms of bushels of those crops produced. He said if you move on down and look at wheat, we're not a big player anymore. He said we've seen some weather changes that have hampered our production but there was a time when we were in the top ten, maybe in the top five for small grain production as well. He said we still raise some tobacco in the county, although those acres have dwindled down with the changes in the way that's produced but we still have four producers raising tobacco. He said cotton production remains, we're usually around the top ten in cotton production as well so if you move on down and look at the livestock numbers, those numbers aren't nearly as big as what they would be for other counties. He said again, we're a crop producing county. He said a lot of grains we produce; specialty grain crops and soybeans go to feed the animals down in Duplin County and Sampson County where the hog production and poultry is centered now. He said that's just, overtime, what's developed. He said but if you take those numbers from the sales of the animals that we have and the crop production you'll see $108 million, $110 million, I've seen as much as $120 million from the sale of those crops going back into the local economy. He said those dollars will turn over, most economist will tell you, 6 or 7 times, 7 or 8 times, in the County and those are tremendous impacts for other businesses. He said this doesn't include the cotton gin, the granary, the supplies who give us the agricultural input. He said there's a lot more money there as well to be accounted for. He said this is just the farmers producing this economic impact. He said go back to the left side of this chart, from the center back to the left you'll see the census of agriculture numbers for 2018, the acres that total in here are pretty accurate but when you see the number of farms in here, 310, I don't think that's an accurate number. He said I don't know how; I don't know what they use to assess the number of farmers we have in the County. He said I know I can tell you I know all of them now. He said after 20-something years I know all of them and as I made a chart and looked through the number of farmers we have I can tell you we're around 102 to 103 farms in the County, farms. He said that could be a single farmer, that could be a husband and wife who farm together, sometimes it's a whole family, sons, daughters involved in the operation but roughly 102 to 103 of those. He said there are a few people who are not on this list that live in the County, but they farm an adjacent County, they just happen to reside here. He said I don't include them in this number. He said there are maybe 10 or 15 farmers who farm in the County but reside in a different county, I didn't include them in this number but around 102 farmers. He said if you total up the sons, the daughters, the wives, everybody who was involved in the financial decision making, the economical decision making around these farms I come up with about 170 people. He said couple that with the 50 to 75 more that work on these farms you're at 250, 275 people who work on farms in this county who derive their income from farms. He said I think that's a major thing to point out and I know that these farmers and these families are being sustained by agriculture in Beaufort County. He said I'll end with just a few things that I have to work with when I work with farmers in the County. He said in the area that I work with there are 3 or 4, probably more issues. He said I highlighted these. He said I don't like the word climate change either. He said weather extremes, to me, is a better example but if you talk to any farmer in this County and in eastern North Carolina they will tell you quickly that we get more rain today, more intense rain, more extreme rainfall than we got 10 years ago and 20 years ago. He said something's changing. He said whatever that is there's something going on. He said our drainage infrastructure was designed years ago to handle 2" of rainfall per hour to remove that. He said we're getting 2" in 30 minutes, sometimes less. He said 5,", 7", not just the other day we had a big rainfall come through a couple weeks ago. He said 5", 5 ½", 6" inches falling all at one time. He said we can't handle that kind of rainfall anymore so our farmers are doing a lot of work, they're investing a lot of their own money, they're assessing themselves through the drainage districts to improve as best they can this drainage infrastructure that they have. He said another issue, environmental sustainability of farms. He said how do we put fertilizer in the ground in a manner that is less likely to run into our nutrient sensitive waters that surround us, that

are prevalent in our area. He said regulatory requirements. He said I was talking with Representative Kidwell earlier about just the educational needs that revolve, that I do, that I perform to keep pesticide applicators current, certified, I think more regulations are coming. He said I think farmers are the most heavily regulated in the country, right here in eastern North Carolina. He said precision agriculture, the need for broadband, the list goes on and on. He said I work with these guys every day around these issues and more. He said I love it and I think it's a great job to have, I'm patient about it. He said I think agriculture is a huge contributor to this County and I wanted to make sure you guys were aware of that. He said in the future I plan to come back and talk about the other program areas. He said if you ever have any questions please reach out to me. He said some of you do and we have resources we can bring to help understand the impact of agriculture in the County. He said I'm happy to answer any questions or if you need to move on that's fine too.

Commissioner Booth said I was looking on your chart, where do we rank with flower farms.

Mr. Buck said that's a great question. He said there included in that number that I had given. He said it's not included on this, but we are a big flower producing area. He said Beaufort County is uniquely situated down the east coast, according to some of the guys I've talked to that we are ideally situated with good soils to produce these cut flowers, peonies and the other that you see in Terra Ceia that are so prominent. He said we are huge in terms of, there may be some greenhouse operations in the State that surpass us dollar wise but if you ever go out to Charlotte, I can't think of the name that place but I'm talking 120 acres or more under glass in a greenhouse that they're producing ornamentals but the cut flowers, we're big in that. He said I don't know what the numbers are but it's huge.

Commissioner Walker said the Black Land tours in August, are you going to email us the directions and time.

Mr. Buck said yes, we're going to be doing some communication about that as we approach that date. He said that is the largest field day of its kind in North Carolina. He said it's for over 50 years, it's a hugely popular event. He said we rotate around the four counties, Beaufort, Hyde, Washington, and Tyrell. He said you've certainly seen it because you've given us a hand in the past so we will be doing that August 4th in Washington County on Highway 99. He said we'll send you the directions, come see us.

Public Hearing – Text Amendment

Motion: Vice-Chairman Langley motioned to open the public hearing. Chairman Waters seconded. The vote was unanimous.

Mr. Carlton Gideon said this item pertains to the NCGS 160D text amendments for the County subdivision regulations, travel trailer park and manufactured homes ordinance and the solar energy ordinance. He said I'll quickly go through the summary of information and try to be as brief as possible. He said so a 2019 law created Chapter 160D and appealed previous regulations for local governments. He said the chapter combines city and county enabling statutes in an effort to make them easier to follow and understand. He said primarily it consists of sections from chapter 160A, which is for cities and 153A, which is for counties. He said it also consolidates development relates statutes from other chapters and reorganizes them into a more logical order consisting of 14 articles. He said along with updated language, cities and counties are given similar procedures and definitions for development regulations. He said one major example of this is they've categorized decisions that are either legislative decisions, which is what you all do, quasi-judicial decisions, which are fact finding decisions which follow some sort of discretion and administrative decisions which are pretty black and white, just simple straight forward decisions which I would make day to day. He said there are also some minor substantive changes but there are no major policy changes. He said in fact most of this relates to zoning and comprehensive plans which isn't really relevant to the County although this encompasses all local regulations so some of this is important. He said updated content relevant to Beaufort County ordinances include:

1. New statute citations
2. Updated and standardized terminology
3. Specifications for quasi-judicial procedures
4. Conflict of Interest statements
5. Appeals related to administrative decisions
6. Notice of violations

7. Vested rights and permit choice

Mr. Gideon said updates from 160D compliance are required for any local government with development regulation affected by the new statutes. He said the planning board unanimously recommended at their last meeting to approve the provided amendments and it's the staff recommendation that the Board of Commissioners also approve the provided amendments. He said so I'm going to ask if there are any general questions about 160D, are there any specific questions about, are there any questions about specific changes that are provided.

Chairman Waters said we'll actually have a chance in a few minutes for the Commissioners when we get ready to vote if they've got a questions.

Mr. Gideon said okay, well, that's all I have.

Chairman Waters said we did not have anyone sign up for public comment. He said is there anyone that wants to speak to the changes in the three areas, subdivision regulations, manufactured housing and travel trailer park and solar farms.

No one asked to speak.

Motion: Commissioner Booth motioned to close the public hearing. Vice-Chairman Langley seconded. The vote was unanimous.

Text Amendment for Subdivision Regulations, Manufactured Housing and Travel Trailer Park Ordinance and Solar Energy Facility Ordinance

Chairman Waters asked if there were any questions.

Commissioner Richardson said I only have one question; the acronym SEF is in here. He said what is an SEF on page 309. He said I didn't find it defined anywhere.

Mr. Gideon said is that the solar facility ordinance.

Chairman Waters said that's the solar energy farm.

Mr. Gideon said yes, that's the solar energy facility. He said I took that directly from the ordinance from somewhere else. He said I may not have included the acronym.

Commissioner Richardson said yeah but the acronyms, you know, we've got language and 26 letters. He said I don't like acronyms. He said they can mean anything the people want them to mean and that's why I was asking.

Motion: Commissioner Booth motioned to approve the text updates as presented. Commissioner Rebholz seconded. The vote was unanimous.

See Addendum 3

USDA Rural Placemaking Innovation Challenge Technical Assistance and Planning Grant

Mr. Martyn Johnson said I come before you this evening to ask for your approval for economic development to apply for a USDA Rural Placemaking Innovation Challenge Technical Assistance and Planning grant. He said Beaufort County's workforce has declined since May 2010 to May 2021 by 7%. He said this decline in the workforce is likely to increase as workers reach retirement age. He said from a survey we did of Beaufort County manufacturers over 500 people are likely to retire or will reach retirement age in the next 10 years. He said another 250 workers are also needed currently through anticipated expansions and also the general running of business. He said to replace these workers and fill the positions Beaufort County needs to be a great place for young people and others to want to live, work and play. He said the Rural

Placemaking Innovation Challenge is a process for qualified entities to support rural community leaders to create places where people want to work, live, and play. He said this initiative is to provide planning support, technical assistance, and training to communities to foster placemaking activities in the communities. He said applicants must demonstrate existing and proposed partnerships with public, private, philanthropic, and community partners to provide assistance. He said in Beaufort County I think this is very true. He said we have partnerships with other departments in the County, such as the Health Department and then also with the school district, the community college, Arts of the Pamlico, Fossil Museum, Estuarium, ECU, communities, chambers, churches, charities, the IBX STEM center, Mid-East Commission, NCEA, Rivers East WDB, NC WORKS and local businesses so we have a lot of people who are willing to step forward and help with this process. He said the budget will be anticipated at $23,400 for a temporary 20 hour per week employee who would likely be an ECU student because there's a huge resource at our doorstep there, for about 10 months, starting in October. He said the grant requires a match of 15% which would be $3,510. He said the alternative, we likely could hire a consultant, but I believe that would be much more expensive. He said as I said, the grant, the fiscal impact is the grant requires $3,510 of matching funds and without, what I'm working with right now and I hate to disagree with the audience but there are 10's of jobs in Beaufort County right now but our companies cannot fill them. He said daily we've been working with our companies to entice people back to work and it just seems to be getting worse as time goes by. He said Covid did have an impact, but I believe it's a long-term trend within the County. He said we need to recruit more people, as well as business to fill the jobs that we currently have and also educate our workers that we have in the County. He said so the BCED staff requests the County Board of Commissioners vote to apply for a USDA Rural Placemaking Innovation Challenge Technical Assistance and Planning grant plus provide the 15% match of $3,510 from the general fund.

Commissioner Rebholz said exactly what is this person going to do.

Mr. Johnson said basically they would help all of those people I talked about coordinate, in terms of producing activities that will enhance people to stay or locate in Beaufort County. He said we have, right now, a made in Beaufort County campaign which is trying to educate people about what is in Beaufort County. He said you would not believe how many people who do not know what is made here or the skills that are needed for the jobs that are here. He said like the lady said, there are no jobs in Beaufort County, that is not true. He said there are jobs here that people, if I had someone today I could get them a job at one of the companies, but we need to increase the workforce in Beaufort County.

Vice-Chairman Langley said the match, is that prior to you doing the application.

Mr. Johnson said no. He said it would only be if we receive the grant.

Commissioner Deatherage said I will submit that you're throwing good money after bad. He said you think money is going to fix economic development in Beaufort County, I don't think so. He said we don't have any organic economic development in Beaufort County. He said have you ever contacted me about the stuff I have created. He said this is important, made in Beaufort County. He said have you ever contacted me, no, you have no idea what I do.

Mr. Johnson said the campaign is not under way yet. He said it's about to start so I will send it to you, all the information. He said that took us a long time to put together.

Commissioner Deatherage said have you contacted everyone besides me. He said I'm just talking about me because I know my world, I know what's going on around me.

Mr. Johnson said we have contacted businesses that we have enticed to be part of the program and told us what they manufacture and the skills that they need, and we've created, through the community college the advanced manufacturing institute. He said we've also got the apprenticeship program going so we focus primarily on the people who need the jobs, but I agree with you, now that we're going to get into marketing we need to talk to people who are marketers in the County.

Commissioner Deatherage said you need to talk to people and see what they have created from scratch that have proprietary ownership of.

Commissioner Richardson said they need to create jobs in the County and the whole thesis of this is that nobody is graduating from high school, that we have no children and that there's going to be nobody to fill these jobs.

Mr. Johnson said no, this is for the people that are here and tell them there are jobs here. He said like the lady said, she said there's no jobs here and that gets transmitted to our high school.

Commissioner Richardson said everybody knows there's jobs here. He said but the thing about this is I fail to see how a college student has the skill, the knowledge, and the maturity to contribute anything. He said this looks to me like another useless study.

Mr. Johnson said we have a program called Rise29 and we have done, we have worked with 12 businesses that felt their help has been very valuable and we're working with another 3 businesses this fall to help them.

Motion: Vice-Chairman Langley motioned to approve. Commissioner Booth seconded.

Yes Vote	**No Vote**
Chairman Waters	Commissioner Deatherage
Vice-Chairman Langley	Commissioner Richardson
Commissioner Booth	
Commissioner Rebholz	
Commissioner Walker	

Award Contract for Relocation of Soil Stockpile

Ms. Christina Smith said if you'll recall, back in December of 2018 Corbett Construction de-mobilized the solid waste site at Pamlico Beach and constructed a soil stockpile in Ransomville at the solid waste site. She said on June 14, 2021, Beaufort County issued a request for pricing to five sub-contractors to relocate a soil stockpile at Ransomville Solid Waste site to the landfill site on Hawkins Beach Road. She said the RFP is attached for reference in your agenda book. She said the scope of work includes relocating the soil stockpile, all the trucking and associated grading and erosion control measures. She said a portion of the stockpile is located in an area of the property that the US Army Corp of Engineers has identified as wetlands. She said two proposals were received and on June 25th and the tab sheet is attached showing NC Earthworks of Greenville, NC with the lowest cost. She said staff has discussed the scope of work with NC Earthworks personnel and recommends the award of the contract amount of $23,812. She said because it was anticipated that this project would be able to be completed in fiscal year 2021, funding was not included in fiscal year 2022 budget however funds were transferred from the fiscal year 2021 budget back to the Solid Waste Enterprise fund balance. She said therefore it is requested that $23,812 be transferred from the Solid Waste enterprise fund balance to the fiscal year 2022 budget. She said staff recommends approving the contract award to NC Earthworks Inc and the associated budget amendment.

Commissioner Walker said how long has Earthworks been in business.

Ms. Smith said quite a few years. She said they're an established company. She said they do quite a bit of work for NCDOT.

Commissioner Booth said when it was put back was the budget amended.

Ms. Smith said no, the amendment is just a budget amendment.

Commissioner Booth said but nothing changed.

Ms. Smith said the scope of work has not changed, no sir.

Commissioner Booth said was both of them aware at the time, you said it was a two-year budget right. He said during your bid openings, they already knew you had to come back and get the money for them to do it, so nothing changed with the language of the bid.

Ms. Smith said no. She said it was equal to both contractors. She said the scope of work did not change at all.

Commissioner Rebholz said what is the fund balance right now in the solid waste. He said maybe you don't know.

Ms. Smith said I do not have that total right now.

Ms. Radcliffe said I was estimating that it was going to be about $250,000 at year end, on June 30th.

Commissioner Rebholz said we're taking out of that the money we approved in the 2021-2022 budget, right, of $162,000.

Ms. Radcliffe said yes.

Commissioner Rebholz said so it will be down.

Ms. Radcliffe said yes, pretty low.

Motion: Vice-Chairman Langley motioned to approve awarding the contract to NC Earthworks Inc and approving the associated budget amendment. Commissioner Booth seconded. The vote was unanimous.

See Addendum 4

Award Contract for Janitorial Services

Mr. West Overman said tonight I'd like to present to you our award for janitorial service contract. He said in April we issued a request for proposals. He said this was advertised in the paper and on the website so anyone was open to this request that could provide janitorial services for 16 county properties. He said we have attached a copy of the RFP for your reference. He said it's pretty extensive and took a lot of work and time changing it and developing it over months. He said the scope of the contract includes regular daily services, scheduled services such as floor stripping and waxing, carpet cleaning and also response to emergency needs. He said the contract was advertised for a base period of three years with the option to extend for two additional one-year periods, so the total contract could be 5 years. He said we held a pre-submittal meeting for all interested proposers on April 27th to review the scope of work and we also provided a tour of the properties to each participant. He said eight proposals were received on May 6th and American Facilities Services, based in Alpharetta, GA provided the lowest cost proposal. He said we have attached the tabulation sheet so you can review that as well. He said we assembled a team of five County staff. He said three of which were public works, Ms. Smith, myself and Todd Taylor, the Maintenance supervisor as well as two other representatives from two other departments. He said we evaluated each vendor based on their submitted proposal. He said that evaluation let to four being called in for interviews on June 21st when they would present additional information on their proposals. He said we discussed the scope of work in more detail, and we had the opportunity to ask each vendor questions. He said based on the evaluation of the proposals the results of the interviews, as well as reference checks, staff recommends that we award the award the janitorial contract to American Facility Services. He said we saw nothing in their proposal or their interview that made us feel like we needed to go with somebody who cost more than them. He said no additional funds are required for this contract. He said it was included in the fiscal budget and if approved the contract is scheduled to begin on September 1st. He said that's to give the current contractors and give them appropriate time.

Motion: Vice-Chairman Langley motioned to approve. Commissioner Rebholz seconded.

Yes Vote	**No Vote**
Chairman Waters	Commissioner Walker
Vice-Chairman Langley	
Commissioner Booth	
Commissioner Deatherage	
Commissioner Rebholz	
Commissioner Richardson	

See Addendum 5

Finance Report

Ms. Anita Radcliffe said you do have a handout in front of you, it's on legal sized paper, showing the sales tax distribution that we're set to receive the middle of July. She said it's for the April sales. She said the amount is $1,065,853 and some change. She said that's the second highest distribution we've had probably in forever. She said last month was the high sales distribution at $1.077 million. She said if we annualized the way we're trending this year I expect we will end up about $11.44 million in sales tax distributions for fiscal year 2021, which is well over the budgeted amount of $8.4 million. She said also, quick update on ad valorem tax collections. She said they're going to come in at about $1 million over what we budgeted or about 3% more than we budgeted. She said we budgeted $37.3 million, I'm expecting to come in at about $38.3 million for the year so about 3% more than we anticipated there so, you know I've said before, sales tax and ad valorem tax make up about 80% of our revenue so that's why we spend so much time on those and so much focus on those. She said as far as expenditures, I've done a revue of those for last year to make sure we're in budgetary compliance. She said we made a few transfers during last month's meeting to cover some overages in some areas. She said we did not have to use any fund balance for any of that so we're in good shape on the expenditure side and I do think we'll have a really large addition to fund balance for last year, again, just with our revenues the way they've been with our property tax and sales tax. She said any questions on County financials.

Commissioner Richardson said I have an observation. He said we, just last month, did a budget that underestimated the devil out of revenues and now we come in this month and all of a sudden, in 30 days we're going to have about $4 million more than we thought we were going to have. He said this goes to Hood Richardson's complaint about soft budgeting.

Ms. Radcliffe said I disagree with that because I've been standing up here every month telling you sales tax is coming in well over budget. She said if you remember back when we were budgeting for the 20/21 budget year, it would've been in the spring of 2020, and we had what we thought were good sales tax numbers based on historical trends and tracking numbers and we had been experiencing 4% to 5% growth in sales tax year after year for the last 4 or 5 years or so. She said so the manager and I felt very comfortable at that time, back in February or March, in budgeting sales tax revenue at about 5% more than it had been the previous year and that would've put us at about a $10 million number and then Covid hit. She said all the information we were getting from the Association, the School of Government, they really felt like, nobody knew what was going to happen with sales tax. She said everybody thought we were going to take probably about a 20% or 25% hit and so that's what we did. She said based on their guidance we reduced our budgetary estimate for sales tax from over $10 million to $8.4 million. She said what actually came to fruition was the exact opposite of what all the experts thought would happen. She said you know, there are a lot of reasons, probably, that it happened. She said we had all the stimulus money getting into the hands of citizens and they were out there spending that. She said but I disagree, Commissioner Richardson, respectfully. She said that was an intentional reduction we made in sales tax, that this Board approved when we adopted the 2021 budget, last year's budget, because nobody knew what was going to happen with sales tax.

Commissioner Richardson said let's go back to the last 30 days. He said I'm not talking about who shot Johnny a year ago, I'm talking about the last 30 days we adopted a budget and now you're in here saying gee, we underestimated that budget by about $4 million.

Ms. Radcliffe said no, that's not what I'm saying. She said what I'm saying is last year's budget, not the new budget.

Commissioner Richardson said you want to talk about last year's budget, I want to talk about the here and now, this year's budget. He said I don't care who shot Johnny a year ago.

Ms. Radcliffe said okay, it's July 6th and I have given you the best budgetary estimates I can for the new budget but just six days in the new year I can't tell you what's going to happen with sales tax. She said I can tell you with confidence where we're going to be with ad valorem taxes but with sales tax I'm not real sure where we're going to end up. She said I've budgeted $10.8 million; I believe is the number. She said if you'll allow me to check myself real quickly, we budgeted $10, 843,800 for this new current year, 21/22 for sales tax. She said I'm estimating this year we'll end up at $11.4 so it is slightly lower than where I think we'll end up for last year than what we ended up with last year but not by a whole lot.

Commissioner Richardson said you've got a 3% increase in ad valorem taxes and that's, what, another $35 million in round numbers so that's another million so it's at least $2 million of softness in that budget that we had an opportunity to change when we did the budget less than 30 days ago. He said I'm talking about what happened in the last 30 days, I'm not talking about what happened before then.

Ms. Radcliffe said so we did an intentional reduction in the 21/22 budget for ad valorem budget because you may remember me telling you we have our largest taxpayer contesting their tax bill and we feel like there's going to be some kind of a settlement there, so we did not budget any growth for our ad valorem taxes and we left it flat for that reason.

Commissioner Richardson said but you just estimated a 3% increase in ad valorem taxes.

Ms. Radcliffe said last year there was a 3% over what was budgeted. She said that 3% increase, or the surplus, the 3%, we already added that number into our budget for next year. She said I'm happy to give you a comparison of where we thought we would end up last year versus what we budgeted this year.

Commissioner Richardson said I follow the numbers pretty close. He said I understand what's going on.

Vice-Chairman Langley said I'm just thankful that we're healthy and salable because we're now into our hurricane season and we don't know what we're going to face so I'm just happy to know that we have money to do what needs to be done up front and hope and pray that FEMA will reimburse us, thank you.

Commissioner Rebholz said I think we need to clear something up though. He said Commissioner Richardson you're alleging that the 2020 taxes are the 2021 taxes and that's not what's happening here. He said you're comparing the wrong years.

Commissioner Richardson said I'm not comparing the wrong years.

Commissioner Rebholz said oh yes you are.

Commissioner Richardson said I disagree.

Additional Funding Awarded for 2019 Essential Single Family Rehab Loan Pool

Ms. Radcliffe said back on June 22, 2021, just a couple weeks ago the County was awarded an additional $200,865 from the North Carolina Housing Finance Agency and this is for that Essential Single Family Rehabilitation project that we currently have going on and they gave us that additional funding to add 5 more homes to that program. She said so $190,000 is for those five additional homes and $10,865 of that additional funding is to cover overages and repairs of homes in the original award. She said so the Board needs to adopt the budget amendment that I have here in your book to recognize the additional grant funds awarded and to appropriate the funds to complete the rehabilitation and program administration work. She said additionally we have two purchase orders for two of the homes that exceed $30,000 for the repairs and that needs to be approved by the Board as well since it's over $30,000. She said also there's no County dollars in this project, it's 100% grant funds.

Commissioner Richardson said I've got a question. He said who is going to decide who gets the money.

Ms. Radcliffe said the Wooten Company is administering this grant for us and I'm not sure what exercise they go through to qualify the individuals.

Commissioner Richardson said but it will be their staff.

Ms. Radcliffe said it is their staff.

Motion: Commissioner Booth motioned to approve the budget amendment and the two purchase orders. Vice-Chairman Langley seconded.

Yes Vote	**No Vote**
Chairman Waters	Commissioner Deatherage
Vice-Chairman Langley	Commissioner Richardson
Commissioner Booth	
Commissioner Rebholz	
Commissioner Walker	

See Addendum 6

2021 Annual NACo Conference Voting Delegate

Ms. Mosher said I need a nomination for a voting delegate for the 2021 NACo conference being held in Maryland in a couple weeks.

Motion: Commissioner Rebholz motioned to nominate Vice-Chairman Langley as the voting delegate and Commissioner Booth as the alternate. Chairman Waters seconded. The vote was unanimous.

County Website Design and Hosting – Website Bidding Process (Board agreed to address both topics during the discussion

Chairman Waters said we're down to the County Website and Hosting. He said Mr. Alligood, Commissioner Deatherage had a conversation with me in the back. He said is it okay if we kind of pool these two together instead of having two separate items.

Mr. Alligood said I'm happy to take it any way you would like to take it.

Chairman Waters said do you want to go first.

Commissioner Deatherage said no. He said I want to hear about the proposal, and I'll have questions about that and then I'll have other questions.

Mr. Alligood said as you'll recall, during a regular meeting on October 5, 2020, the Board voted unanimously, Commissioner Langley was excused early to leave, to issue a request for proposals for redesign of the County website and hosting for a five-year term. He said on May 12, 2021, the purchasing officer posted an RFP to the State of North Carolina Interactive Purchasing System website, the State of NC Historically Underutilized Businesses website, the County website and directly sent the RFP to three vendors who had previously requested a copy. He said the proposals were received on June 9th; you have a bid tabulation attached. He said an evaluation committee consisting of the Purchasing Officer.

Commissioner Deatherage said I have a question if you don't mind me interrupting. He said is the bid tabulation also known as the bid sheet.

Mr. Alligood said it is listed on page 364, yes sir.

Commissioner Deatherage said and that is known as the bid sheet.

Mr. Alligood said that's the bid tabulation sheet, yes sir. He said so there was an evaluation committee consisting of the purchasing officer, the computer systems administrator II and the computer systems administrator I, both of those located at DSS. He said they reviewed the proposals and recommended that CivicPlus be awarded the contract to redesign the County website and provide hosting services for a 5-year term. He said you have a copy of the proposal from CivicPlus and a recommendation for highlights from the evaluation committee. He said the fiscal impact from this is the redesign fee and hosting for the first year is $30,273 and funds are available in the 21/22 budget for this project. He said so the recommendation from staff is to authorize and approve staff to execute all required documents for a contract with CivicPlus to redesign the County's website and provide hosting services for a 5-year term with an initial cost of $30,273 using funds from the existing 21-22 FY budget.

Commissioner Deatherage said I have a question, the first question I have is what content management system will they be employing on behalf of Beaufort County to power the website.

Mr. Alligood said I would assume it's a proprietary CMS system. He said I couldn't tell you the details.

Commissioner Deatherage said they provide, also, an open-source content management systems. He said it's very important to know is it going to be their proprietary management system or is it going to be open source.

Mr. Alligood said my assumption is it will be proprietary. He said there's nothing here that talks about open source.

Commissioner Richardson said you might want to say what this is all about.

Commissioner Deatherage said no, I just want, let me just ask a couple more questions and then I'll go with that. He said the maintenance contract, is that maintenance contract going to keep Beaufort County's website ADA compliant.

Mr. Alligood said yes it is and at no additional cost.

Commissioner Deatherage said is there going to be any in-person training.

Mr. Alligood said yes sir, as you see in the proposal there is training associated with it.

Commissioner Deatherage said in-person, here in Beaufort County.

Mr. Alligood said its two days of virtual training.

Commissioner Deatherage said okay, no in person training. He said next question is for you Mr. Alligood. He said at what point, from June 11th to June 15th, because I did talk to Ms. Smith on June 11th at 4:55, at what point did you determine I had a conflict of interest.

Mr. Alligood said I've never determined you had a conflict of interest.

Commissioner Deatherage said at what point did you determine there was a question that I had a conflict of interest.

Mr. Alligood said Commissioner Deatherage if I could finish my comment. He said so, as we discussed, as I was reviewing information during the budget period, that the Board had asked about the school system and whatever conflict of interests there I noted in one of the blog sites written by Frayda Bluestein, an attorney at the School of Government, that there was an issue related to bidding for, typically, and this has been shared with the Board, typically there's an exception which is called a small jurisdiction exception which allows Commissioners to bid on work associated with the County that they serve. He said it has to meet certain requirements, population numbers and then total amount. He said I had not seen before a note that she had in there that said if it were subject to bidding it would void the small jurisdiction exception. He said I sent her an email, I said I've never seen that, I don't understand that, can you explain that to me. He said her email back to me was Commissioner Deatherage, when he took office, because he had the contract with the County, that contract should've been voided when he entered service when he was elected. He said my understanding of that, the way we looked at it was there was an existing contract in place that you had prior to becoming an elected commissioner and we had an obligation to fulfill that contract. He said so I did not see that as an issue. He said she then said I believe that, based on whether it's formal or informal, because the Board unanimously voted to put out an RFP that would void the small jurisdiction. He said with all the stuff that we get from the School of Government they say that's our opinion and run it past the County Attorney. He said my next email was to the County Attorney and said I need to understand whether this is, whether this is correct or not. He said the County Attorneys opinion was that you, as a sitting Commissioner, could not bid on the project. He said at that time I sent you the information and explained it, apologized for us being late on that but that was what we had at the time and needed to get that information out.

Commissioner Deatherage said at what point did you discover this, I mean, give me a date. He said I need a date.

Mr. Alligood said I can't tell you an exact date, I would need to go back through my emails.

Commissioner Deatherage said speaking of emails, do you have that email from Frayda Bluestein.

Mr. Alligood said sure.

Commissioner Deatherage said can I have a copy of that email.

Mr. Alligood said sure.

Commissioner Deatherage said in return I will send you a copy of an email from Frayda Bluestein that says it's okay for me to bid, to accept that bid, to bid on county business. He said that email was from October 6th, one day after the October 5th meeting, which we spent four minutes discussing this and nothing was mentioned about, from the attorney or you, that I had a conflict of interest. He said I talked, in fact I expressed during that meeting that I was going to bid, and nobody said anything. He said we waited eight months, and nobody said anything. He said even Frayda said it was okay when I first decided to run for Commissioner. He said I called the School and Government, I've got the guy's name, but I don't have it right now, but it doesn't really matter, I called the School of Government, and I came to you and spoke to you that I was thinking about running for office. He said you and I both discussed the small county exemption and that was pretty much sacrosanct in the general statutes, and I have the general statutes, it's in there. He said that's in black and white, it's no opinion, it's the general statutes that we all have to live by, no lawyers involved to color that general statute. He said then, when I got elected, I went to the ethics training in Greenville, in a big ball room in front of 100 other newly elected commissioners. He said Commissioner Booth was there and Chairman Waters was there, and I asked that very same question to their lawyer speaking to us about conflicts of interests, specifically. He said again they mentioned the small county exemption. He said it's been a real thing, it was a real thing three and half years ago when I decided to run for office, it was a real thing when I went to ethics training. He said it was a real thing when I spoke to Frayda Bluestein by email on October 6th. He said now, after the bid opening, until June 15th when you got back to me and said we're got a problem it's all blown up, there's a conflict of interest. He said I think we need to determine just how much of a conflict of interest it is because I've got a lot of time in putting together a bid and one other thing, who made the determination on June 11th, when the bid opening was done that my company be left off the bid sheet.

Mr. Alligood said as I explained to you, my conversation with the County Attorney was to get his opinion on that.

Commissioner Deatherage said was that before June 11th.

Mr. Alligood said I would have to look at my emails, I don't know.

Commissioner Deatherage said who made that determination.

Mr. Alligood said I made the determination based on the comment from the County Attorney that your bid could not be accepted because it was illegal.

Commissioner Deatherage said what date was that.

Mr. Alligood said I'd have to look at my emails, I don't have them in front of me, I'm sorry. He said is there an insinuation, I mean, what's the insinuation.

Commissioner Deatherage said yeah, the insinuation is like I just stated, who made the determination to leave my company off of the bid sheet because it's off now.

Mr. Alligood said I did that because the County Attorney said it was illegal to accept your bid.

Commissioner Deatherage said why did you wait four days to let me know that.

Mr. Alligood said I let you know as soon as I got the word from the County Attorney.

Commissioner Deatherage said how did the bid sheet magically know to leave my name off on the 11th when it was opened. He said Commissioner Booth was there, he signed the bid sheet. He said Commissioner Booth, let me ask you a question, who else was there at the bid opening.

Commissioner Booth said let me do this right, let me get it straight. He said I hate to feel like I'm in court, but I want to find out the procedure. He said counselor is it all right for me to answer these questions.

Mr. Francisco said certainly.

Commissioner Booth said okay, Ms. Smith, me and one of the administrators, there were three of us there.

Commissioner Deatherage said who else was there.

Commissioner Booth said there were three of us there.

Commissioner Deatherage said who opened the bids, do you all not know.

Mr. Alligood said I wasn't there so I can't tell you. He said I don't open the bids. He said was it Marshal or was it, it was one of our IT people.

Commissioner Booth said yes. He said it was one of our IT people if my memory serves me well.

Commissioner Deatherage said one more question, did you see my company on the bid sheet.

Commissioner Booth said yes.

Commissioner Deatherage said you signed that bid sheet, didn't you.

Commissioner Booth said here it is right here.

Commissioner Deatherage said some way, miraculously, he saw my company on the bid sheet, signed it and now, in front of all these Commissioners, it's been taken off a signed bid sheet. He said was that under your direction.

Mr. Alligood said that was under my direction because the County Attorney said it is illegal for us to receive that bid so we have to do our due diligence to make sure what we've got is correct. He said I can't go against the County Attorney's opinion that it's illegal and put it out there. He said that would not be right.

Commissioner Deatherage said my question is why did the County Attorney not know there was a problem over all these months, from October 5th, when we decided to go out and get bids. He said I stated at that meeting it would be a good thing for the County. He said we've already had Tandy Dunn talk about all the problems we have with the website; it would be good to correct some of the problems. He said I made a statement to the effect that we need to have a very specific bid proposals and I would look forward to bidding myself. He said not one person in this room said one thing to me. He said then, you people sent me a request for proposal. He said you sent it to me, I didn't request it, you sent it to me.

Mr. Alligood said Commissioner Deatherage you asked that we send it to you.

Commissioner Deatherage said in other words I asked that you send it, so you requested me to propose yet you did not think to determine whether I had a conflict of interest at that time.

Mr. Alligood said it's not my responsibility to determine whether you have a conflict of interest when you make a bid. He said just like any of those other bidders, it's not my responsibility to determine whether they have conflicts until we receive it and then we look at it.

Commissioner Deatherage said one more thing and then I'm going to speak again. He said I determined I did not have a conflict of interest, as per the School of Government, three times. He said but you determined I did from June 11th to June 15th.

Mr. Alligood said let me say to you that I don't think it matters when the determination is made. He said when the County Attorney says, when I asked the County Attorney his opinion, based on what we've discovered from the blog sites at the School of Government, I don't think it matters when it happened, even if it were up to the last minute, right now, before the Board acts. He said the County Attorney is not going to allow the Board to act illegally without telling you that, so I don't think the timing, I understand that you're upset about the timing, and I apologize that we didn't have that information earlier. He said I told you that in an email I sent you earlier, I apologized for that being late. He said I wish I had known

that earlier. He said I had never seen that before, that's why I sent her the note that said I don't understand this. He said I agree with you about the small jurisdiction exception. He said I've had that conversation with a couple Commissioners out there. He said I had not seen that interpretation before, that's why I asked the question. He said she came back in an email that said I think you have an argument that because the Board said competitively bid this it voids the small jurisdiction exception. He said I sent it to the County Attorney and said I need your opinion on this, and he wrote back and said he cannot bid, it's illegal. He said that's when I sent you the email and said I'm sorry, you can't bid, it's illegal in the determination by the County Attorney.

Commissioner Richardson said I have a question and then a statement. He said to the County Attorney, where is the law, can you produce the case law or the statute that makes it illegal for someone to bid competitively.

Mr. Francisco said the statute is three pages long.

Commissioner Richardson said you can just email me the statute because I've read the statute several times and I don't see anything in there that says he can't bid. He said matter of fact the statute opens the door when you meet the population requirements for Commissioners to be able to bid on these things and to be able to negotiate to produce work so there's got to be a piece of law somewhere where a judge has interpreted the statute not just, Frayda Bluestein's opinion doesn't matter to me because depending on how I ask her the question I can get any answer I want so if you can produce that information. He said that is a request, please do so. He said next week will be fine. He said my statement is this, for the public that doesn't understand what's going on here let me put forth an explanation. He said the County has a website that Commissioner Deatherage designed under contract with the County and produced when he was not sitting as an elected Commissioner. He said that contract overlapped his re-election as a Commissioner, and he was providing services for that. He said personally, I don't see any reason to go out and bid for another County contract on the site because the statement that was made here that there's something wrong with the design of the site, what's wrong with the site is the County having the staff to keep the site up and keep the information up on the site. He said that's the only flaw that's going on with the site. He said what has happened here is Commissioner Deatherage bid when the thing came out, under the statute, believing that it was legitimate for him to bid and guess what happened. He said Commissioner's bid is about 1/3 the cost to the County, it's about 1/3 the cost of what the low bid was and the reason is because he already has the website design, he's already providing the services, he's already familiar with it so naturally he could be a favored bidder from the standpoint of competition so what's going to cost about $30,000 in round numbers, Commissioner Deatherage was going to provide for about $10,000 per year.

Commissioner Deatherage said $10,300 or something like that for one year.

Commissioner Richardson said well, when they opened the bids, Commissioner Deatherage turns out to be the low bidder. He said now, all of a sudden he can't bid because he won the low bid. He said it looks kind of funny to people sitting in the gallery and what I'd like to do is put this whole mess off until next month and let the County Attorney produce something other than the someone's opinion about what's going on here.

Commissioner Booth said Mr. Manager, and this is for Commissioner Deatherage and Chairman Waters. He said I'm getting kind of old, and the memory doesn't serve me well and I think we were told, and correct me if I'm wrong because I may be wrong but I think we were told in Greenville that day that we could vote or bid on a job if it was an emergency and we could get it done closer at the time than when it was that you could bid it out. He said do you remember that portion of it.

Commissioner Deatherage said I don't.

Commissioner Booth said maybe I heard it somewhere else. He said I'm just telling you what the lady told us, and it could've just been her opinion.

Commissioner Deatherage said can I say one thing, the general statute is pretty clear. He said what's happening is, and this is to the public as well as you Commissioners, you're going to Manhattan Kansas to paying almost three times more for a website you've already got. He said you're going to have to train these people to learn a new website, that's why I was asking about in-person training. He said we were going to do in-person training, 11 hours' worth, and a lot of the bid was training because a lot of what they were asking for, our group doesn't use. He said we've already got it included in the site.

He said I call it symbiotic core, it's a very advanced content management system. He said it is parallel and equal to anybody's out there that I know of. He said with some modifications I could turn it into a social site and am looking into that. He said so let me say one more thing, the school system is very happy with the site they have, very happy. He said it's the same management content system. He said management content system is everything, it's how a site functions. He said you know, glitzy, production, glitzy promotions, and proposals, that really doesn't get the job done. He said let me say this, aside from having our Dunkirk weekend when we lost our server, and since then we've bought two more servers, three more servers, and have forced backups constantly so that will never happen again we have had 98, including that weekend we've had 98.5% up time. He said I can go to 99% to 100% now. He said other than that we've had no complaints from the County, none, zero, not one in all of our years. He said it took me over a year to get Mr. Alligood ADA compliant, which I knew was a big problem and it needed to be done so these are things that I am willing to give, have done and the County has the best site it's ever had for the lowest cost it's ever paid. He said when I took over this site years ago it was being used by Russian hackers for three proxy servers. He said three Russian hackers were using it as a proxy server and that's why it was so slow and down a lot. He said do you remember that Commissioner Richardson. He said it was terrible. He said now it's fast as lightening. He said the site is fast as lightening. He said now I'm small. He said my content management is ubiquitous. He said the chance of it getting hacked and you suffering from ransom ware are nil. He said now if you go to Manhattan Kansas, and we're not 100% sure we're going to be using a really good content management system that is proprietary but if they try to sell you either WordPress or Drupal or Jumla and say they can code over it you've got problems. He said do you remember what happened up in Baltimore when they got hit with that ransomware. He said that was a Drupal open-source content management system. He said now this can get serious. He said what I provide, nobody else in eastern North Carolina can provide. He said I don't know, there's probably people in the piedmont who can do it, but I don't think anyone bid on it and if they did, by looking at the bids they were pretty darn high. He said now you're going to have to say to the Beaufort County citizens we know we have a conflict of interest; therefore, we're going to take it from a Beaufort County company and we're going to pay three times more or you're going to say we're going to wait and get some answers. He said I say we wait and get some answers and I'll make it a motion. He said that is not a conflict because there's no money involved, only the truth is involved.

Motion: Commissioner Deatherage motioned to not move forward with this and get confirmation whether it's a conflict of interest or not. Commissioner Richardson seconded.

Yes Vote	**No Vote**
Commissioner Deatherage	Chairman Waters
Commissioner Richardson	Vice-Chairman Langley
Commissioner Walker	Commissioner Booth
	Commissioner Rebholz

Commissioner Walker said I'm watching this with great interest because I too bid on things. He said I bid on school projects and whatnot and from what I'm told or had been told by the school's attorney is as long as I didn't exceed $40,000 in a years' time and the fact that we're a tier one and the fact that some of the stuff that I do is so unique that it's fine for me to get the job and those jobs are being bid on. He said I've kind of chosen not to bid on anything because everybody thinks somethings up when I get it so I just don't even bid so that solves that problem but there are there are times when I do get to bid on stuff. He said now Commissioner Deatherage might be, might have a unique way of looking at this thing, unique enough to qualify to bid so I think that's what we have to prove is that maybe he is a unique situation here. He said especially, we've already got an established website that all he has to do is take the ball and run with. He said tonight we've already given janitorial work to somebody in Georgia. He said we're getting ready to give somebody, maybe, the website design to somebody in Kansas. He said I really got elected to get more work to stay here in Beaufort County. He said we're not sending it out of town, we're sending it out of state, and I wish there was a way to work around that. He said surely there's somebody that could do this more local.

Vice-Chairman Langley said Commissioner Walker, the only thing I would say to you is even though the company is in Kansas, people are not going to come from Kansas to clean the courthouse. He said that's going to be Beaufort County people.

Commissioner Booth said one other thing, I admire you for what you've done but then there's also some other things that you can do. He said $160,000 job you break it up into three pieces and I can get it. He said I can do that. He said that's the right thing to do but is it right. He said that's the question you have to ask yourself, is it right.

Commissioner Deatherage said you're not referring to me because I didn't think anything about that when I offered a bid at three times under the lowest bidder and can offer the same service and I am local. He said my people are local and they are, they're completely miffed by this group here and maybe this Board now.

Commissioner Booth when you approached me in the hall did I lie to you.

Commissioner Deatherage said no, you did not lie but I've gotten some lies and I've discovered some of them tonight.

Mr. Francisco said I would like to answer a couple of things. He said I feel like, I don't understand, I have nothing at all against you Commissioner. He said you can make a face, but I don't, you're one of my clients. He said that's why I sent you what I sent you. He said all of this stuff has been sent to you over several periods of time.

Commissioner Deatherage said you accused my company of being a fake company, you did. He said you said Symbiotic Networks was not registered with Secretary of State.

Mr. Francisco said it's not.

Commissioner Deatherage said yes it is.

Mr. Francisco said it wasn't as of this morning, it's not registered.

Commissioner Deatherage said it's registered. He said they have my money.

Mr. Francisco said neither is his. He said because you haven't done your annual account.

Commissioner Deatherage said so last years doesn't count. He said and you're our attorney, thank you, God bless you.

Mr. Francisco said I do not hold anything against you. He said I am trying to give the best advice I can. He said I may be wrong. He said I'm certainly subject to being human.

Commissioner Deatherage said well I'm going to prove you wrong. He said I can tell you that right now I'm not going to stop until I prove you wrong.

Mr. Francisco said okay, that's fine and if you want to be that way.

Commissioner Deatherage said no, I am going to be that way. He said this is a very specious process that you have engaged in, and the Manager has engaged in, and I don't appreciate it. He said the idea that you would waste my time and the time of my company and then all of a sudden, once I'm low bidder, that I've got a conflict of interest. He said you could've told me months earlier, that's a problem. He said I think anybody with a fully working brain would see that.

Mr. Francisco said you're trying to turn this on me.

Commissioner Deatherage said no, I'm not trying, I'm stating the reality of it.

Mr. Francisco said this is not my fault.

Commissioner Deatherage said okay, whose fault is it. He said it's not mine. He said I've been told I do not have a conflict of interest.

Mr. Francisco said I've concluded that you have a conflict of interest and they agreed with me in Chapel Hill.

Commissioner Deatherage said Chapel Hill, okay, why has Chapel Hill agreed with me over you.

Mr. Francisco said your contract, it's gone. He said you have no contract. He said you owe the money back to the County, about $7504.20.

Commissioner Deatherage said I owe the money back to the County.

Mr. Francisco said yes.

Commissioner Deatherage said for what.

Mr. Francisco said I will read you what the Court of Appeals says about this. He said apparently you missed this when you had the classes.

Commissioner Deatherage said I'm telling you, look, you're treading on thin ice.

Mr. Francisco said what are you going to do.

Commissioner Deatherage said I'm telling you right now, if your job here is to hire out all the court work to other attorneys and charge the Beaufort County citizens and then go after a Commissioner without warning him of a problem when you're supposed to be representing him and representing this Board, you've got a problem.

Commissioner Booth said Mr. Francisco, if I do something wrong please tell me because I want to know. He said please tell me.

Chairman Waters said is there a motion to accept the bid.

Commissioner Richardson said I just want to reiterate my question to the County Attorney and that is I want to see the legal written justification for the determination that you made.

Mr. Francisco said I will do that sir.

Commissioner Rebholz said I think that somehow we have to clarify the difference of opinion that have been given already. He said I'm not sure we need to rush into this decision making when it's not really clear. He said Commissioner Deatherage has opinions that the population rule applies and therefore he is exempt, that we shouldn't wait and make sure that's not right. He said I'm looking at the statute right now and I'm still trying to figure out where it says that if you go out for bid that the rest of this doesn't apply. He said maybe that's taken out of the statute, maybe that's in a court of law.

Commissioner Deatherage said no, that's in the statute.

Commissioner Richardson said does it say that in the statute.

Commissioner Rebholz said then you have no argument. He said what are you trying to find, what are we doing.

Commissioner Deatherage said what.

Commissioner Rebholz said if it's in the statute that if it goes out for bid the small municipality clause doesn't apply.

Commissioner Deatherage said oh, that's not in there. He said I thought you were talking about, oh, I'm sorry. He said I thought you were talking about the exemption one.

Commissioner Rebholz said is that in a statute or is it.

Commissioner Richardson said I want the attorney to take his time and do it right. He said regardless of whether you guys vote tonight or not I still want the information so he can have plenty of time. He said I'll be gone most of the week, so it doesn't matter.

Commissioner Deatherage said Mr. Chairman I would like the right not to vote on this since it could be construed as a conflict of interest with that knowledge and that decency.

Commissioner Walker said I think we ought to also consider the fact that he has a unique situation that I think solves the problem but that needs to be defined.

Commissioner Rebholz said I don't see anything in here about unique situations.

Commissioner Walker said that's based on what they were saying. He said if we don't see any details about this, if we don't see the details in the thing then I don't even know why we're having this debate, but I don't want to vote on it for it to be different if this doesn't come about.

Chairman Waters said Mr. Francisco, if I understood you correctly, it is your opinion that it is a conflict of interest.

Mr. Francisco said yes.

Chairman Waters said will anything change over the next 30 days. He said will anything change with your opinion over the next 30 days.

Mr. Francisco said no. He said I've pulled it out if anyone wants to look at section D-2 of the statute states it does not apply to contracts in Article 8 of Chapter 143 of the general statutes, which is the public building contracts. He said so that wipes that 15,000 deal out. He said these were bid out.

Commissioner Booth said you stated tonight that his company wasn't even certified. He said is that correct, with the Secretary of State.

Mr. Francisco said the Secretary of State's office, where their LLC's and their corporations are filed has administratively said that they have not complied with the law.

Commissioner Booth said so that was part of the contract that you had to comply with the law, is that correct.

Mr. Francisco said it's supposed to be, sure, that's why it's the law. He said that's exactly right.

Commissioner Deatherage said I'd like to answer that since he's stated this. He said we were in compliance last year. He said I think if I was to ask, and there's a number of years you can go. He said my bookkeeper has been sick. He said there's been Covid. He said there's an additional time period that you have to file so just because you have not filed as of now we're still in compliance. He said it's $40.00 to file. He said we have paid out; we have filed our taxes.

Commissioner Richardson said you pay it with your taxes.

Commissioner Deatherage said well, we've paid our federal taxes.

Commissioner Richardson said if you paid your taxes you've paid it with your state taxes.

Commissioner Deatherage said exactly. He said so if there's a problem there, over all these years and I don't get the Covid extension like everybody else does there's a real problem. He said this is our attorney grabbing at loose straws saying he's going to sue me for $7,000. He said just $7,000 since I've been a Commissioner, that's it's all it's been because they didn't tell me I was out of bounds, nobody has, until now. He said until now, do you see how specious that is.

Chairman Waters said we've got a request before we take the vote. He said would someone make a motion to excuse.

Motion: Commissioner Booth motioned to excuse Commissioner Deatherage from the vote relating to the website contract. Vice-Chairman Langley seconded. The vote was unanimous.

Motion: Vice-Chairman Langley motioned to approve the proposal from CivicEngage. Commissioner Booth seconded.

Yes Vote	**No Vote**
Chairman Waters	Commissioner Rebholz
Vice-Chairman Langley	Commissioner Richardson
Commissioner Booth	Commissioner Walker

Vote failed due to tie.

Commissioner Deatherage said good, we can get some answers. He said that's important, thank you.

Motion: Commissioner Rebholz motioned that the County Attorney provide us with the details in writing of the exclusion of Commissioner Deatherage's bid as a conflict of interest. Commissioner Richardson seconded.

Mr. Francisco said the exclusion of what.

Commissioner Rebholz said the exclusion of Commissioner Deatherage's bid as a conflict of interest.

Mr. Francisco said yes.

Commissioner Deatherage said can I please ask, I'm not going to exclude myself from this, I think I can vote on this because this is the truth.

Chairman Waters said we don't need a motion for this.

Commissioner Deatherage said I want dates. He said I want dates since this is a date specific thing.

Commissioner Rebholz said the dates are irrelevant, you either are or are not.

Commissioner Booth said Mr. Francisco when you do that please include in the notes when his company gets registered because as of this morning, you said, it wasn't, and he said he paid his taxes, so we need to clear up all of that.

Commissioner Deatherage said you have to file each year. He said if my guy has not filed, I thought he had but if he has not I will contact him in the morning. He said it will be filed by the time it needs to be filed. He said I'm not years out. He said I might be a few months out but I'm not years out. He said everybody out there in the public who has not filed yet, David Francisco is lurking, you better file.

Chairman Waters said one of the comments I want to read for the public record if a Board member or his or her spouse stands to derive a direct benefit the contract simply cannot lawfully be made.

Commissioner Richardson said is that from the statute or somebody's opinion.

Chairman Waters said no, it's a blog from UNC School of Government.

Commissioner Richardson said that has no force of law. He said we're talking about the general statute. He said I can get you opinions all day from those people up there.

Chairman Waters said this is written by the same person that Commissioner Deatherage said told him it was okay. He said now that's not in the state statute.

Commissioner Deatherage said read the small county exemption tomorrow. He said read that, read the small county exemption. He said that's what we've been dealing with for years.

Commissioner Richardson said I don't believe in global warming, that's an opinion, that's all that is.

Chairman Waters said I'm just disappointed that eight months ago a Commissioner didn't realize it was a conflict of interest.

Commissioner Deatherage said well Chairman Waters didn't you state something to that affect. He said you didn't state something to that affect. He said there is a small county exemption.

Chairman Waters said I just made a statement.

Commissioner Deatherage said you just made a statement. He said everybody understood there's a small county exemption or they would've told me otherwise. He said from the attorney, the manager and everyone on down. He said the school of government would've told me otherwise the three times I requested it, so I've got cover, lots of cover.

See Addendum 7

Non-Residents Using Convenience Sites

Commissioner Walker said this came about from the Blount's Creek meeting we had on the Covid funds and how we were going to spend it and in the conversation that ensued they talked about how people were coming into Aurora and using the Aurora convenience site and they weren't from Beaufort County. He said so my discussion was not so much to do something about it now but when we start talking about the super trash site to come up with a way that we can keep this trash from getting into our sites because we're getting a lot of it. He said I don't know that it's enough to worry about yet but just to know that it's out there and when you all are on your travels and seeing other Commissioners and how they do it, how they handle trash sites, ask them how they keep other counties trash out of theirs. He said apparently the counties around us have a much more stringent policy on what can be thrown away and folks are bringing it to us because we don't have that same stringent policy. He said it was just something our attention was brought to it and also the folks there were 100% behind broadband. He said it's a shameless plug but anyway, I think we need to, anytime you've got a county resident that has a problem it needs to be addressed. He said I'm addressing it now; I'm not saying we're going to do anything about it right now.

Commissioner Richardson said what if, this is a what if, what if we just asked staff to do a survey of about 10 or 12 counties and see how they address the problem. He said we might learn something. He said we've talked about this for years and somebody might have something that will help us. He said does that make sense.

Chairman Waters said we've talked about stickers; we've talked about cameras. He said what else have we talked about, enforcement. He said I really think it comes down to enforcement. He said if I see somebody at Beach Ridge from another County I don't know that I can enforce it. He said what am I going to do.

Commissioner Richardson said that's why we need to get some information from other counties because there is enforcement by other counties, and we just need to see what they're doing.

Commissioner Walker said somehow adjoining counties are doing it because they certainly are bringing it to us.

Chairman Waters said we've got some adjoining counties that have to pay as the go, pay as they unload, maybe that's a better term.

Commissioner Richardson said let me go back and ask the question, since we're down to me anyway, are we going to request staff to do this or not or will it just fall, did that just fall dead.

Commissioner Booth said staff has been working on this for about two years, I think they've got enough to do.

Commissioner Richardson said so you don't want them to do anything.

Commissioner Booth said no, it's not that they're not doing anything, but they have already been charged with bringing information back, am I correct. He said getting back to what Chairman Waters said, the way to stop people from bringing trash from other counties to this one is not just stickers. He said it still happens. He said there's some people that have houses in Pitt County and Beaufort County so that won't stop it from happening. He said the way to stop it is make sure our convenient sites are further for them to go than where they're bringing it. He said that's the answer to it.

Chairman Waters said they've got to pay when they go across the scales, or when they go back across the scales.

Commissioner Richardson said so it's the opinion of the Board that staff has already been empowered to bring us information on what other counties are doing and let us take a look at it.

Commissioner Rebholz said if you remember back, when I brought in the concept of a card, like a credit card. He said at that point in time they said it was going to be too expensive, staff did, and we asked them to come back and look at other options, but I think that was all wrapped up in the mega sites.

County Police Force Update

Commissioner Richardson said we're going to have a meeting. He said our committee is going meet again on Thursday, July 22nd at 6:00 PM. He said we have, right here at 6:00 PM, it will be public, it will be advertised. He said we have some issues to discuss. He said one of the issues to be discussed, and I'd like to ask the Manager if he would invite someone from the Sheriff's Department to appear so that we may talk about the collection of evidence. He said the correct word escapes me at the moment but the collection of evidence and the handling and how they do it and who is trained to do it and who is licensed to do it, sort of the whole thing because the Brenda Hamilton thing has fallen through the cracks and it fell through the cracks, basically, forensic is the word I'm looking for, but it fell through the cracks because forensics were mishandled terribly.

Mr. Alligood said Mr. Chairman is that a request from the Board.

Commissioner Richardson said the committee has the right to collect evidence. He said when we were empowered we were empowered to collect evidence and gather information on where we need to go so it doesn't have to be a request from the Board, although I would certainly entertain the Board making the request.

Chairman Waters said Chief Deputy Rose did you hear the request.

Chief Deputy Rose said I did.

Board Operations Discussion

Commissioner Richardson said really don't have anything to talk about on Board operations other than tonight, for Board operations, at the end of the meeting we will be given the opportunity for each Commissioner to make comments on whatever they want to talk about from the meeting and what has happened at the meeting. He said for me that's enough of Board operations for a while.

Proposed Uses of American Rescue Plan Funds

Commissioner Richardson said this is really, more, or less, a bookkeeping thing to make sure that I keep all of the things that are at least important to me in front of the Board on how we use that American Rescue Fund money. He said I would presume, Mr. Chairman, that we're going to set up a meeting or work session or part of the next meeting as a work session to discuss and try to prioritize how we're going to use that money.

Chairman Waters said I think we discussed last month having a work session that was completely separate from our meeting. He said I'd entertain a date and time to do that.

Commissioner Booth said at that time you can ask whatever you want to.

Chairman Waters said I think by that time we would come up with some criteria for each item and have a straw vote or something to see if it moves to the next level. He said does anybody have a date that you want to throw out there.

Commissioner Rebholz said the 22nd of July.

Commissioner Richardson said if you're doing it at night that's the night of the Police Committee meeting.

Chairman Waters said you'd have to go to the last week. He said do you want to try.

Commissioner Rebholz said I'm out of town that week.

Commissioner Waters said do you want to try the 3rd of August.

Commissioner Deatherage said I'm going to be out of town that week.

Chairman Waters said we're into August now, how about the 10th.

Commissioner Rebholz said I'm out of town then to.

Chairman Waters said why don't you just whisper a date that you're in town. He said we'll start with that and see if it flies.

Commissioner Rebholz said the 12th and 15th of July, the 19th and 20th.

Vice-Chairman Langley said the 12th is the annual conference.

Chairman Waters said so we're down to the last week in August.

Commissioner Richardson said Mr. Alligood said times flies on this thing so I just, it's flying right now. He said I can do the last week, I'm real flexible. I can do any date other than the 20th and before the 13th.

Chairman Waters said so we're down to the last week in August. He said okay, July 19th, does somebody have a conflict with that.

Commissioner Richardson said I don't think so. He said what day of the week is that.

Chairman Waters said it's a Monday so July 19th. He said you want to do that at 6:00 here.

Commissioner Deatherage said Mr. Chairman, since we're talking about dates I would humbly ask the Board to move the August meeting to the 9th. He said I've got somewhere I've got to be if that's at all possible and I'm giving enough advanced notice to do that.

Chairman Waters said I'm making a sacrifice tonight; this is my birthday. He said so August 9th.

Mr. Alligood said I will not be here. He said I move my daughter into college that day.

Chairman Waters said is the 3rd the Tuesday.

Commissioner Deatherage said I'm going to be gone the whole week. He said I've got somewhere I've got to be.

Commissioner Booth said you can be excused.

Commissioner Deatherage said if that's the case.

Commissioner Waters said how about the 10th.

Commissioner Rebholz said I'm gone that whole week.

Chairman Waters said and the following week.

Commissioner Rebholz said you've got to run with these things and fly with what you've got I guess.

Vice-Chairman Langley said he doesn't need to be excused, if he don't come he don't count.

Commissioner Deatherage said I'd appreciate being excused.

Chairman Waters said the next two weeks Commissioner Rebholz is gone.

Commissioner Deatherage said if I do show up I'm here, but I probably won't be here and if I could be excused I'd appreciate it.

Chairman Waters said I'm good if you're not here. He said okay, we'll stick with that.

Request Vehicle List and Freese Surplus of Sheriff's Office Vehicles

Commissioner Richardson said we've got the vehicle list for the Sheriff and that's fine, I need to study that but one of the things I want to be sure of, are we disposing of these surplus cars and how many have we disposed of in the last month. He said I'd like to see the list here so the Board can look at these cars and see what we want to do with them. He said in other words, is there a plan.

Mr. Alligood said our plan is, our typical plan is when they're declared surplus we put them on Govdeals and sell them.

Commissioner Richardson said okay, well, my question, because we've got four new cars coming in, we've got 13 surplus, that's 17 cars. He said we've got a lot of cars out there. He said I don't want to be putting cars up and selling them that are low mileage cars.

Mr. Alligood said I agree, and I don't think the Sheriff's Office is looking to get rid of anything that doesn't have seriously high mileage on them, but Chief Deputy Rose can address that.

Chief Deputy Rose said the information that you have you actually already received at one of the budget workshops as well. He said there's nothing updated on it. He said if you look at, I want to say it's the third page of the spreadsheet you'll see that's where most of the high mileage vehicles are listed. He said just so, over the course of normal business those would've normally been and were school resource officer vehicles. He said when a vehicle is purchased it's normally put on the front line. He said when it's a sedan type law enforcement vehicle then the patrol deputy would get those first. He said second wave would be the investigators, whether it's the drug unit or criminal investigations and then the third wave would be administrative staff. He said then each year we try to make sure we're not having to buy a lot of vehicles in the same area, so we don't get to a year where we need 13, 14 or 15 vehicles. He said so you'll see on that information you'll see that most of the vehicles that are the high mileage vehicles, we consider 120,000 miles or more. He said most of them are going to be your Dodge Chargers that started out on the front line and made their way to the point where they are SRO's vehicles. He said there is a couple of exceptions. He said there is a Toyota Camry that we actually got from the school systems several years ago and then there's a couple of vehicles that were seized as part of drug investigations that throws the mileage off. He said an example of that would be the Toyota Tundra that has 274,000 miles that is pretty much strictly used as a surveillance vehicle. He said so the normal plan is, and we don't see a reason to deviate from it is we don't normally surplus until one, we know exactly how many vehicles we're going to need and two, we know exactly how many vehicles we're going to have to move in so we can get rid of old vehicles. He said we normally try to maintain two marked spare vehicles because sometimes you're going to have vehicles in the shop, and we want to keep the operation running. He said we normally try to keep an unmarked spare vehicle that has a cage in it that we can use for involuntary commitment transports if we can. He said we've got the bus, we've got two military vehicles, we've got two transfer vans that we're probably going to be looking to surplus one of those. He said I'm open to any questions at any time that you have about our vehicle fleet. He said we want to have as many as we need to get the job done but we don't want to have more than that because any vehicle we have we still have to pay to keep running and maintain and all of that.

Commissioner Richardson said how many vehicles are you planning on surplussing.

Chief Deputy Rose said right now it probably looks like 10 or 11 and most of those would be the highlighted vehicles that you've got with the high miles.

Commissioner Richardson said you mean in red.

Chief Deputy Rose said yes. He said mines not red but sure.

Sheriff's Office Monthly Report Request

Commissioner Richardson said I think the Board should request and we should vote on it from the Sheriff's Office a monthly report from the Sheriff's Office and that is the same kind of basic report that other Sheriff's Office make and that is how many contacts were made, arrest for drugs, how many contacts were made for arrests for other infractions of the law. He said how many were made as domestic. He said I think we need some information on this because we just put five additional deputies on with zero information as to what's going on in the Sheriff's Office and basically, the Sheriff's Office, to me right now is a secret police operation because nobody knows what's going on over there. He said that's a request and I make that a motion that the Board request that information from the Sheriff as a monthly report. He said I believe you told us Chief Deputy Rose, during one of these meetings, maybe it was the budget that getting these reports was not a problem. He said we just haven't been getting them.

Commissioner Booth said I don't mind if you want it, I don't. He said I really don't mind if you get it, but I Don't want it.

Chief Deputy Rose said there was a conversation and during that conversation I said if you let me know what information that you're looking for and you made a reference to Gaston County's report and then I came back with I'm sure if they can do it we can do it but since then I haven't gotten anything so if you want to know information just let me know what information you need and we'll figure out a way to put it together and then we'll go from there. He said we're the worst secret ever. He said we tell everybody everything, but we just need to know what you want so we can tell you. He said then we'll probably give you more information than you want but I've just got to know.

Commissioner Richardson said you say that but if I were to mark up a report and send it to you with the County information that's on there you would send it to us as a monthly report to go in our agenda packets.

Chief Deputy Rose said we can at least start with a conversation about what is the information that you want. He said we can talk about what we would need to do to get you that information and yeah, once again, there is a statute, there's been a lot of talk about whether it's law and whether it's not law. He said there is a specific statute that says that Commissioners can request information about operations of the Sheriff. He said but there's also in the same statutes and court findings and case law that the way that report is given back is the discretion of the Sheriff so that's why we need to have a conversation about what you want and what's the best way everybody gets what they want or at least we'll be like Golden Corral, we'll talk until everybody is equally unhappy.

Commissioner Richardson said we've got a motion and a second on the floor, I guess we need to vote on it then.

Commissioner Walker said isn't a lot of this information in the information packet that we get every month with our agenda. He said there's a list of inmates and what they're in for.

Vice-Chairman Langley said that includes the City, highway patrol, that could be a lot of different people.
Commissioner Walker said okay.

Commissioner Richardson said that's just for the jail.

Commissioner Booth said like I said, I don't mind, like you stated, I support you whole heartedly, but I also meant don't send it to me. He said when it gets that thick I just don't want to see all that stuff, but I don't have a problem with you requesting what you want.

Chairman Waters said is there an electronic site or website that we can go to that has information as it pertains to all of the counties in the state that has some of this information on it.

Chief Deputy Rose said if you go to the SBI, the North Carolina State Bureau of Investigation website you can get links to the uniform crime reports but I also say and give the caveat to that is that most people looking for information, it's kind of a cumbersome system but that's really what the public has and gets. He said beyond that we don't have any links on our website to any recurring stats or trends. He said we do a lot of press releases. He said we do over 400 press releases every year on felony crimes that go out but as far as any of the statistics that Commissioner Richardson keeps on going on about,

but we really don't have a person who we can dedicate to that. He said right now anything that you get I'm going to be compiling to do it.

Commissioner Walker said Mr. Chairman we need good broadband for that.

Vice-Chairman Langley said is it possible that you could just simply, the monthly arrest hauls because I think that's pretty generic and that's not getting in to deep.

Chief Deputy Rose said yes and that's something that we can run just by running a report without really configuring the data and anything further. He said that's a low hanging fruit report.

Commissioner Richardson said I think what you guys are talking about is getting where we want to go.

Chief Deputy Rose said once again on that I want you to get information. He said the more information that you ask for, the more information that we can talk about what we do. He said I tell you our office is impressive in what we can do and if you give me a microphone and let me talk about how good we are then I'm going to talk about how good we are.

Commissioner Deatherage said I would just like to say thank you for being here.

Commissioner Richardson said we've got a motion on the floor we need to vote.

Chairman Waters said why don't you restate your motion.

Commissioner Richardson said the motion is that the Sheriff's Department provide a report and that we'll work with the Sheriff's Department to get a report that doesn't take a lot of time or energy on any bodies part.

Commissioner Rebholz said why don't you give us what you can get easily and see if that's enough.

Chief Deputy Rose said just tell me what you want.

Commissioner Rebholz said I'm looking at Pitt County and they don't have any reports on their website.

Motion: Commissioner Richardson motioned to request monthly reports from the Sheriff's Office providing statistics of arrests and contacts. Commissioner Deatherage seconded. The vote was unanimous.

Publish Filming Schedule

Commissioner Richardson said well I think this can be done pretty simply. He said the Manager's got pretty good control of this. He said people are always asking me when, where how can I see a Commissioners meeting and know when it's up on the internet or being put out. He said maybe the easiest way to do this is to ask the Manager to give us, at the next meeting, a schedule of the ways the public can get to see the Commissioners meetings and that can be all the way that at one time libraries had disks of this that people could pick up. He said you could get it here; you could get it there. He said I don't know all of the places and I'd like to see it on one piece of paper.

Commissioner Deatherage said Mr. Chairman, since we're talking about meetings, if there's any way, I want to get back to this one more time. He said if there's any way that I could do a Zoom, would you all let me patch in with our people. He said I will interface with them and work it out with them and then I could Zoom in. He said I just can't be here. He said I can be here virtually; I just can't be here. He said I can take a break when you guys take a break, and I won't have my underwear on. He said I'll wear a tie and try to be respectable.

Mr. Alligood said I hate to tell you this but there was a blog that came out today that talks about the State of Emergency declaration that the Governor put in place that allowed for remote meetings and the comment about that, I will send it to you in the morning so you all don't think I'm making something up, that if the Governor rescinds the State of Emergency that he has in place right now that takes away the ability to do remote meetings.

Commissioner Deatherage said if the Governor keeps his non-statutory emergency in place do you mind if I patch in.

Commissioner Booth said we've already told you we would excuse you.

Commissioner Deatherage said I want to be here.

Commissioner Booth said then be here.

Commissioner Deatherage said so I'll patch in, if that's okay, if the Governor doesn't rescind.

Closed Session

Ms. Mosher read the Board into closed session.

Motion: Vice-Chairman Langley motioned to go into closed session. Commissioner Booth seconded. The vote was unanimous.

Motion: Vice-Chairman Langley motioned to come out of closed session. Commissioner Booth seconded. The vote was unanimous.

Chairman Waters said there was no action to take. He said we're down to the Commissioners comments.

Commissioner Richardson said I'm going to let you off easy for this meeting, I don't have any comments this meeting.

Motion: Vice-Chairman Langley motioned to adjourn. Chairman Walker seconded. The Vote was unanimous.

Adjourned at 9:49 PM

Respectfully submitted to you by:

Kathleen Mosher, CMC, NCCC
Clerk to the Board of County Commissioners

ADDENDUM 1

1. Budget Amendment, Emergency Services
2. Surplus Items, Assessor
3. Assessor Refunds Over $100
4. Tax Collector Refunds Over $100
5. ~~Petition to Close a Public Road, Longacre~~ PULLED
6. Non-Eligible E-911 Surcharge Fund Expenditures
7. Washington Enlarged Planning Board Appointments
8. Washington Enlarged Board of Adjustment Appointments
9. JCPC Appointments
10. Minutes Approval – Katie Mosher, Clerk to the Board

Beaufort County
Finance

Budget Amendment Request

Department: General Fund **Date of Request:** 7-12-21

FY Budget: FY 21-22

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-0213-433000	Emergency Management Grant	1,000	
10-4325-599995	Grant Expenses	1,000	

Department Justification: The County was awarded $1,000 of non-competitive tier II funding from State Emergency Management.

If amendment deals with adding, deleting, or modifying a position, County Position No. (& State, if applicable) must be referenced.

County Position No. _____

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head		6/25/21
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

14/15

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North Carolina Department of Public Safety
Emergency Management
Roy Cooper, Governor
Erik A. Hooks, Secretary
Michael A. Sprayberry, Executive Director

NC Tier II Grant
Fiscal Year 2021

Grant#: T2-2021

SUBAWARD NOTIFICATION

Chris Newkirk
Beaufort County
132 W. 2nd St.
Washington , NC 27889

Period of Performance: January 1, 2021 to February 28, 2022
Project Title: Tier II Non-Competitive
Total Amount of Award: $1,000.00
MOA #: 2170001

North Carolina Emergency Management (NCEM) is pleased to inform you that the federal Fiscal Year (FY) 2021 NC Tier II Grant has been approved for funding. In accordance with the provisions of FY 2021 NC Tier II Noncompetitive award, NCEM hereby awards to the foregoing subrecipient a grant in the amount shown above.

Payment of funds: The grant shall be effective upon final approval by NCEM of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

Conditions: The subrecipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Subrecipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that subrecipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that federal funds are limited to the period of performance. Subrecipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.
For projects involving construction or the installation of equipment:
Prior to funds being expended from this award the subrecipient must complete and submit an Environmental Planning and Historical Preservation form to NCEM for approval. On receipt of the approval letter from NCEM the subrecipient may begin to expend grant funds.

Supplanting: The subrecipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the subrecipient will certify that the receipt of federal funds through NCEM shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE

MAILING ADDRESS
4236 Mail Service Center
Raleigh NC 27699-4236
www.readync.org
www.ncdps.gov

OFFICE LOCATION
1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone: (919) 825-2500
Fax: (919) 825-2685

DocuSign Envelope ID: 821AE5D1-3C4A-4CE7-9E84-2534E5FBA862

North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Executive Director

NC Tier II Noncompetitive Grant

Fiscal Year 2021

Memorandum of Agreement (MOA)

between

Grantor:
State of North Carolina
Department of Public Safety
Emergency Management

MOA #: 2170001
DPS fund code:

Recipient:
Beaufort County
Tax ID/EIN #: 56-6001521A
Duns #: 616168266

Award amount: $1,000.00
Period of performance: January 1, 2021 to February 28, 2022

1. **Purpose**
   This grant award supports the hazardous material preparedness activities of Local Emergency Planning Committees (LEPCs) as defined in the Emergency Planning and Community Right-to-Know Act (EPCRA). These funds are to be used by your county's or region's LEPC for hazardous materials emergency response planning, training, and related exercises. See Attachment 1: Allowable Expenditures.

2. **Authority**
   In accordance with the provisions of N.C.G.S. §166A-29.1, North Carolina Emergency Management hereby awards to the foregoing Recipient a grant in the amount shown above.

3. **Compensation**
   The Grantor agrees that it will pay the Recipient complete and total compensation for the services to be rendered by the Recipient. Payment to the Recipient for expenditures under this Agreement will be reimbursed after the Recipient's cost report, detailed invoices, and proof of payment are submitted and approved for eligible expenses. These documents must be submitted no later than March 31, 2022. The original signed copy of this MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 days after the award date. The grant shall be effective upon return of the executed Memorandum of Agreement and final approval by North Carolina Emergency Management.

4. **Conditions**
   The funds awarded under this grant must only be used by your county's or region's LEPC for the purposes of hazardous materials emergency response planning, training and exercises, as mandated in N.C.G.S.§ 166A-29.1. Furthermore, the use of these funds must meet one or more of the follow criteria:

   A. Support costs incurred facilitating LEPC meetings (e.g. printing, general office supplies, food and non-alcoholic beverages)

   B. Support regional LEPC meetings and collaboration

   C. Enhance LEPC outreach efforts or produce promotional materials

   D. Host or support local and regional LEPC conferences

E. Create or update hazardous material emergency response plans

F. Support local or regional hazardous materials response exercises

G. Support purchases of equipment necessary to support the LEPC and its mission

Purchases of equipment must be pre-approved in writing by the NCEM Hazardous Materials Group

H. Under no circumstances are the following items eligible for funding under this grant:
- Salaries or benefits for any employee
- Drone aircraft or unmanned aerial vehicles
- Support for programs not focused on hazardous materials preparedness

5. **Regulation**
The funds awarded under this grant must be used in compliance with all applicable state and federal laws to include compliance with N.C.G.S. §§ 143C-6-22, 143C-6-23 and 09 NCAC 03M. By accepting this payment, the Recipient agrees to use these funds in a manner consistent with state and federal laws and regulations.

6. **Taxes**
Recipient shall be responsible for all taxes.

7. **Warranty**
As an independent recipient, the Recipient will hold the Grantor harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina. Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Recipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

8. **Points of contact**
To provide consistent and effective communication between the Grantor and Recipient, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The Department of Public Safety, North Carolina Emergency Management contact shall be Assistant State Hazardous Materials Manager, Grants Management Branch staff, and NCEM Field Branch staff. The Recipient's point of contact shall be the person designated by the Recipient.

9. **Public record access**
This agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

10. **Situs**
This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

11. **Antitrust laws**
This Agreement is entered into in compliance with all State and Federal antitrust laws.

12. **Other provisions/severability**
Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Recipient. If a term

of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

13. **Compliance**
Recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Recipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA.

14. **Entire agreement**
This agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

15. **Modification**
This agreement may be amended only by written amendments duly executed by the Grantor and the Recipient.

16. **Termination**
The terms of this agreement, as modified with the consent of all parties, will remain in effect until February 28, 2022. Either party upon thirty (30) days advance written notice to the other party may terminate this agreement. Upon approval by NCEM Hazardous Materials Group and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable Grant Adjustment Notice. Failure to provide applicable cost reports, proof of payment and/or a deobligation request letter by March 31, 2022 will result in an automatic deobligation of grant funds.

17. **Execution and effective date**
This grant shall become effective upon return of this original Memorandum of Agreement, properly executed on behalf of the Recipient, to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective January 1, 2021. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.

18. **Certification of eligibility - Under the Iran Divestment Act**
Pursuant to N.C.G.S§147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, N.C.G.S. § 147-86.55 et seq.* requires that each vendor, prior to contracting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran

B. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List

C. That the undersigned is authorized by the Vendor to make this Certification

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-divestment-Act-resources.aspx and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, direct questions to (919) 814-3852.

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of January 1, 2021.

N.C. DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
1636 GOLD STAR DR
RALEIGH, NC 27607

Michael A. Sprayberry

MICHAEL A. SPRAYBERRY, EXECUTIVE DIRECTOR & DEPUTY HOMELAND SECURITY ADVISOR
NC EMERGENCY MANAGEMENT/
NC OFFICE OF RECOVERY & RESILIENCY

APPROVED AS TO PROCEDURES

William Polk

WILLIAM POLK, DEPUTY GENERAL COUNSEL REVIEWED FOR THE DEPARTMENT OF PUBLIC SAFETY, BY WILLIAM POLK, DPS DEPUTY GENERAL COUNSEL, TO FULFILL THE PURPOSES OF THE NORTH CAROLINA TIER II GRANT PROGRAM

Tara Williams-Brown

TARA WILLIAMS-BROWN,
CONTROLLER
DEPARTMENT OF PUBLIC SAFETY

Erik A. Hooks

ERIK A. HOOKS, SECRETARY
DEPARTMENT OF PUBLIC SAFETY

BEAUFORT COUNTY
1420 HIGHLAND DRIVE
WASHINGTON , NC 27889

Brian Alligood

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY FOR THE 2021 TIER II GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY ERIK A. HOOKS, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs EXCEPT FOR THE TIER II GRANT.

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Attachment 1

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North Carolina Emergency Management

Preparedness Grants Application

Fiscal Year 2021

All fields are mandatory. Responses should be limited to the spaces allocated. Clear, complete, and concise information is required for the review panel to make fair and equitable decisions.

Grants selection *Select answer "Yes" or "No" for each grant.*	
Are you applying for:	
- Emergency Management Performance Grant (EMPG)?	Yes
- Hazardous Materials Emergency Preparedness (HMEP)?	Choose "Yes" or "No".
- North Carolina Tier II Competitive?	Choose "Yes" or "No".
- North Carolina Tier II Noncompetitive?	Yes

Contacts

Enter requested information for all contacts listed below.

Applicant

Applicant *This is the agency applying for grants.*			
Applying agency	Beaufort County		
Street address	132 West 2nd St		
City	Washington	ZIP + 4	27889-0241
Email	Chris.newkirk@co.beaufort.nc.us		
EIN/Tax ID number	566001521		
DUNS number	616168266		
SAM registered	Yes	Expiration date	Click or tap to enter a date.
Your name	Chris Newkirk		
Are you authorized to apply for grants on behalf of the applying agency?			Yes

Field help

Grants point of contact

Grants point of contact *This is the focal point for any ongoing communications regarding the grants. There is an opportunity to override this contact for any specific grant.*			
Name	Chris Newkirk		
Agency	Beaufort County Emergency Services		
Title	Deputy Director		
Phone (work)	252-940-6511	Phone (mobile)	252-378-5352
Street address	1420 Highland Dr		
City	Washington	ZIP + 4	27889-1381
Email	Chris.newkirk@co.beaufort.nc.us		

Field help

EM program manager

EM program manager *This is the local EM grants manager.*	
Name	Chris Newkirk
Email	Chris.newkirk@co.beaufort.nc.us

Field help

Grants MOA signatory

Grants MOA signatory *This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the "Appends" section. There is an opportunity to override this contact for any specific grant.*			
Name	Brian Alligood		
Agency	Beaufort County		
Title	County Manager		
Street address (not PO Box)	123 West 3rd Street		
City	Washington	ZIP + 4	27889-0241
Email	Brian.alligood@co.beaufort.nc.us		
Name	Chris Newkirk		
Agency	Beaufort County Emergency Services		
Title	Deputy Director		
Street address (not PO box)	1420 Highland Dr		
City	Washington	ZIP + 4	27889-1381
Email	Chris.newkirk@co.beaufort.nc.us		

Field help

Projects

Enter requested project information for each grant checked under **Grants selection.**

EMPG
HMEP
North Carolina Tier II Competitive
North Carolina Tier II Noncompetitive

Enter requested information in the sections listed below.

*Point of contact (Complete only if different from point of contact in **Contacts** section.)*
*MOA signatory (Complete only if different from MOA signatory in **Contacts** section.)*
Project information

General information *Enter information describing the project.*	
Title	Beaufort County LEPC
Description	Support the continuation of our county's LEPC
Goal	Click or tap here to enter text.
Scope	Choose an item.
Request RRT participation	Choose an item.

Field help

Budget

Costs *Enter a description and cost for each budget item.*		
Activity area	Description	Amount
Planning	**LEPC Meetings & Community Outreach Activities**	$1,000.00
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Total cost		Enter total.

Field help

Additional information (if needed)

Certification

Certification *Review each certification item and check where appropriate.*	
I certify that:	☒ This application includes complete and accurate information. ☒ No project (supported through federal and/or matching funds) having the potential to impact Environmental or Historical Preservation (EHP) can be started without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. Applicant must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work requires re-evaluation for compliance with these EHP requirements. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding. ☒ In accordance with HSPD-5, the adoption of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance through grants, contracts, and other activities. By submitting this grant application, you and all participating entities are certifying that your locality/state agency is NIMS compliant. ☒ Submission of the project proposal does not guarantee funding. ☒ Projects with funds allocated for equipment are required to check all equipment purchases against the Allowable Equipment List. (https://www.fema.gov/authorized-equipment-list). ☒ Any changes made to this grant application after the submission deadline must be approved by the NCEM Grants Branch Manager, and an updated application must be submitted. ☒ (EMPG only) Positions that are classified as sworn law enforcement officers may not be funded through EMPG.

Date run: 6/25/2021 9:02:29 AM

TR-406A Refund Detail Report

NCPTS V4

Report Parameters: Refund Status: **ONHOLD**

Default Sort-By: **Refund date, Refund Recipient Name, Refund Recipient Address**

Trans #	Refund Recipient Name	Refund Address	Refund Description	Opid	Transaction Finance sent Date	Refund Amount ($)
838196	JASON ALAN FOREMAN	115 QUAIL LN GRIMESLAND, NC 27837	Refund on Bill # 0009523428-2021-2021-0000-00	DPCADJ	5/28/2021 7:00:07 PM	183.06
Total						183.06

81

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date
6/25/2021 10:28:58 June / Remainder of May

Payee Name	Primary Owner	Secondary Owner	Refund Type	Refund Description	Refund Reason	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
CANDICE, RENEE LITTLE	SMITH, KESHA LAVETT	LITTLE, CANDICE RENEE	Proration	Refund Generated due to proration on Bill #0052806026-2020-2020-0000-00	Vehicle Sold	G01	Tax	($101.44)	$0.00	($101.44)
						C01	Tax	($84.67)	$0.00	($84.67)
						C01	Vehicle Fee	$0.00	$0.00	$0.00
									Refund	$186.11
CHERRY, RENEE IPOCK	CHERRY, RENEE IPOCK	CHERRY, WILLIAM WAYNE	Proration	Refund Generated due to proration on Bill #0058247150-2020-2020-0000-00	Vehicle Sold	G01	Tax	($222.12)	$0.00	($222.12)
						F63	Tax	($14.34)	$0.00	($14.34)
						E02	Tax	($17.49)	$0.00	($17.49)
									Refund	$253.95
CLARK OIL COMPANY	CLARK OIL COMPANY		Proration	Refund Generated due to proration on Bill #0052090006-2020-2020-0000-00	Vehicle Sold	G01	Tax	($239.77)	$0.00	($239.77)
						F63	Tax	($15.48)	$0.00	($15.48)
						E09	Tax	($18.88)	$0.00	($18.88)
									Refund	$274.13
FOLTA, CHRISTINE WICKER	FOLTA, CHRISTINE WICKER	FOLTA, PAUL WILLIAM	Proration	Refund Generated due to proration on Bill #0058468529-2020-2020-0000-00	Vehicle Sold	G01	Tax	($95.06)	$0.00	($95.06)
						C01	Tax	($79.34)	$0.00	($79.34)
						C01	Vehicle Fee	$0.00	$0.00	$0.00
									Refund	$174.40
JOHNSON, WHEELER PARDUE	JOHNSON, WHEELER PARDUE		Adjustment >= $100	Refund Generated due to adjustment on Bill #0052853946-2020-2020-0000-00	Over Assessment	G01	Tax	($67.16)	($3.36)	($70.52)
						C02	Tax	($30.67)	($1.53)	($32.20)
									Refund	$102.72

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date
6/25/2021 10:28:58 June / Remainder of May

Payee Name	Primary Owner	Secondary Owner	Refund Type	Refund Description	Refund Reason	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
LANDSCAPING & CONSTRUCTION INC	LANDSCAPING & CONSTRUCTION INC		Proration	Refund Generated due to proration on Bill #0052900170-2020-2020-0000-00	Vehicle Sold	G01	Tax	($105.37)	$0.00	($105.37)
						F63	Tax	($6.80)	$0.00	($6.80)
						E05	Tax	($5.81)	$0.00	($5.81)
									Refund	$117.98
MERCER, EDWARD LEE	MERCER, EDWARD LEE		Adjustment >= $100	Refund Generated due to adjustment on Bill #0061361936-2020-2020-0000-00	Over Assessment	G01	Tax	($91.27)	$0.00	($91.27)
						F63	Tax	($5.89)	$0.00	($5.89)
						E05	Tax	($5.03)	$0.00	($5.03)
									Refund	$102.19
PHILLIPS, TIMOTHY RYAN	PHILLIPS, TIMOTHY RYAN	PHILLIPS, NICOLE KOEHLER	Proration	Refund Generated due to proration on Bill #0046745557-2020-2020-0000-00	Vehicle Sold	G01	Tax	($101.06)	($5.06)	($106.12)
						C01	Tax	($84.35)	($4.21)	($88.56)
						C01	Vehicle Fee	$0.00	$0.00	$0.00
									Refund	$194.68
STOTESBERRY, VIVIAN ROSS	STOTESBERRY, VIVIAN ROSS	STOTESBERRY, GILBERT RAY	Proration	Refund Generated due to proration on Bill #0061107841-2020-2020-0000-00	Vehicle Sold	G01	Tax	($92.44)	$0.00	($92.44)
						F63	Tax	($5.97)	$0.00	($5.97)
						E09	Tax	($7.28)	$0.00	($7.28)
									Refund	$105.69
THE ESTATE OF FLOYD G. BROTHERS	BROTHERS, FLOYD GARLAND		Proration	Refund Generated due to proration on Bill #0035150982-2020-2020-0000-00	Vehicle Sold	G01	Tax	($69.94)	$0.00	($69.94)
						C01	Tax	($58.37)	$0.00	($58.37)
						C01	Vehicle Fee	$0.00	$0.00	$0.00
									Refund	$128.31
						June through 6/25/21			Refund Total	$1640.16
BALDWIN HOMES INC	BALDWIN HOMES INC		Proration	Refund Generated due to proration on Bill #0051556957-2020-2020-0000-00	Vehicle Sold	G01	Tax	($239.77)	$0.00	($239.77)
						F63	Tax	($15.48)	$0.00	($15.48)
						E05	Tax	($13.21)	$0.00	($13.21)
									Refund	$268.46
						May Remainder			Refund Total	$268.46

838325	577571	06/02/2021	0000030201-2016-2016-0000-00	REI	$405.07	$405.07	
GREEN, WILLIAM HEIRS 97 YONKERS DRIVE WASHINGTON NC 27889 Overpayment PIN# 5695-45-6361							
☐	838324	577571	06/02/2021	0000030201-2017-2017-0000-00	REI	$164.93	$164.93
GREEN, WILLIAM HEIRS 97 YONKERS DRIVE WASHINGTON NC 27889 Overpayment PIN# 5695-45-6361							
838730	577705	06/22/2021	0000051348-2017-2017-0000-00	IND	$261.46	$261.46	
SMITH, THEOPHILUS PO BOX 1324 CHOCOWINITY, NC 27817 Overpayment Ind property							
☐	838729	577705	06/22/2021	0000051348-2016-2016-0000-00	IND	$118.30	$118.30
SMITH, THEOPHILUS PO BOX 1324 CHOCOWINITY, NC 27817 Overpayment Ind property							
838758	577721	06/23/2021	0000005852-2017-2017-0000-00	REI	$110.61	$110.61	
WALLACE, RUTH ERIN ERIN D WALLACE 17801 168TH STREET BONNER SPRINGS KS 66012 Overpayment PIN# 6666-73-6475 0976							
838592	577660	FPITTMAN	0000041030-2020-2020-0000-00	REI	$362.63	$358.27	
WHITE, JOHN W JR PO BOX 212 690 PAMLICO STREET BELHAVEN BEAUFORT NC 27810 Overpayment PIN# 7606-90-2612							
☐	838590	577660	FPITTMAN	0000004787-2020-2020-0000-00	REI	$274.83	$271.74
MOORE, CHARLES HENRY 1244 SEED TICK NECK RD PINETOWN BEAUFORT NC 27865 Overpayment PIN# 6685-78-8593							
☐	838589	577660	FPITTMAN	0000021589-2020-2020-0000-00	REI	$895.76	$883.72
LEE, CHIH KUO 1513 REYNOLDA ROAD WINSTON SALEM NC 27104 Overpayment PIN# 6694-78-5285							
☐	838587	577660	FPITTMAN	0009000574-2020-2020-0000-00	REI	$237.05	$234.50
GATEWAY CHURCH OF CHRIST THELMA GARNETT 3028 JOHN SMALL AVE WASHINGTON BEAUFORT NC 27889 PIN# 6653-62-0183							
☐	838558	577660	FPITTMAN	0000034118-2020-2020-0000-00	REI	$329.11	$237.34
CROWLEY, KENNETH M 605 DULUTH STREET DURHAM NC 27705 Overpayment PIN# 7612-07-6928							

Beaufort County
Finance

Budget Amendment Request

Department: General Fund **Date of Request:** 6-28-21

FY Budget: FY 20-21

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-4325-512100	Salaries		40,000
10-4325-518300	Hospitalization		23,790
10-4325-544000	Maintenance Contracts		15,000
10-9800-598029	Transfer to E-911 Telephone Fund (29)	78,790	
29-0600-439810	Transfer from General Fund	78,790	
29-0180-499100	Appropriated Fund Balance		78,790

Department Justification:

To decrease FY 20/21 Communications budget appropriations to provide $78,790 in funds to transfer to E-911 Surcharge Telephone Fund to cover ineligible expenses and bring fund balance amount to State balance of $335,526.45 at 6/30/20.

If amendment deals with adding, deleting, or modifying a position, County Position No. (& State, if applicable) must be referenced.

County Position No. _____

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head		
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

Beaufort County, North Carolina
Emergency Telephone System Fund
Schedule of Revenues, Expenditures, and
Changes in Fund Balances - Budget and Actual
For the Fiscal Year Ended June 30, 2020
With Comparative Amounts For the Year Ended June 30, 2019

\

	2020 Budget	2020 Actual	Variance Positive (Negative)	2019 Actual
Revenues:				
Restricted intergovernmental	$ 229,000	$ 292,304	$ 63,304	$ 229,761
Investment Earnings	-	522	522	290
Total revenues	229,000	292,826	63,826	230,051
Expenditures:				
Public Safety :				
Implemental functions	55,000	31,021	23,979	33,181
Telephone	89,000	65,514	23,486	84,079
Software maintenance	60,000	27,665	32,335	69,183
Hardware maintenance	17,000	13,861	3,139	3,753
Training	5,000	4,002	998	-
Capital outlay	1,000	-	1,000	31,906
Other expenses	2,000	-	2,000	-
Total expenditures	229,000	142,063	86,937	222,102
Revenues over (under) expenditures	-	150,763	150,763	7,949
Other financing sources (uses):				
Fund balance appropriated	-	-	-	-
Net change in fund balance	$ -	150,763	$ 150,763	7,949
Fund balance, beginning		105,974		98,025
Fund balance, ending		$ 256,737		$ 105,974

Anita Radcliffe

From: SVC_PSAP_Rev_Exp_Reports <PSAP_Rev_Exp_Reports@nc.gov>
Sent: Friday, May 7, 2021 12:41 PM
To: Anita Radcliffe; Victoria VanNortwick
Cc: Turbeville, Angie F
Subject: ***FINAL FY2019 and FY2020 Beaufort Revenue Expenditure Reports

CAUTION: This email originated from outside of the Beaufort County system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon,

The review of Beaufort's FY2019 revenue expenditure report has been finalized. The approved ending fund balance as of June 30, 2019 is **$201,758.82.**

The review of Beaufort's FY2020 revenue expenditure report has been finalized. The approved ending fund balance as of June 30, 2020 is **$335,526.45.**

Thank you,

Kristen Falco
Financial Review Specialist
NC DIT 911 Board Staff
O: (919) 754-6534
C: (607) 483-3223
Kristen.Falco@nc.gov

Email correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties by an authorized state official.

From: Anita Radcliffe <anita.radcliffe@co.beaufort.nc.us>
Sent: Friday, May 7, 2021 9:25 AM
To: Falco, Kristen L <kristen.falco@nc.gov>; Vannortwick, Victoria <vvannortwick@co.beaufort.nc.us>
Subject: RE: [External] Corrected 2019 & 2020 Forms

CAUTION: External email. Do not click links or open attachments unless you verify. Send all suspicious email as an attachment to Report Spam.

Hi Kristen,

Here is the FY 19-20 budget. Thanks.

Anita C. Radcliffe

Katie Mosher

From: Cynthia Bennett <cbennett@washingtonnc.gov>
Sent: Tuesday, June 15, 2021 9:06 AM
To: Katie Mosher
Subject: Appointments
Attachments: Enlarged and Alternate Enlarged BOA.pdf; Enlarged Planning Board Applications.pdf

CAUTION: This email originated from outside of the Beaufort County system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Katie,
On June 14, 2021, City Council made the following appointments:

A. **Enlarged Planning Board**
By motion of Councilmember Pitt, seconded by Mayor Pro tem Brooks, Council re-appointed J. Herbert Schmitt to the Enlarged Planning Board, term to expire June 30, 2024.
By motion of Councilmember Pitt, seconded by Mayor Pro tem Brooks, Council re-appointed Marie Freeman-Barber to the Enlarged Planning Board, term to expire June 30, 2024.

B. **Enlarged Board of Adjustment**
By motion of Mayor Pro tem Brooks, seconded by Councilmember Renn, Council appointed Mitchell St. Clair to the Enlarged Board of Adjustment to fill the expiring term of Tim Cashion. Term to expire June 30, 2024.

C. **Alternate Member – Enlarged Board of Adjustment**
By motion of Mayor Pro tem Brooks, seconded by Councilmember Renn, Council appointed Sam Barrow to the Alternate Member - Enlarged Board of Adjustment to fill the expiring term of Mitchell St. Clair. Term to expire June 30, 2024.

Please present these appointments to the Board of Commissioners for concurrence.
Applications are attached.

Thank you,
Cynthia S. Bennett, MMC
City Clerk
CITY OF WASHINGTON
102 East 2nd Street ~ PO Box 1988
Washington, North Carolina 27889
Ph: (252) 975-9318 ~ Fx: (252) 974-6461

Requested Board Enlarged Re-Appointment to Planning Board

CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF THE CITY OF WASHINGTON

NAME Marie Freeman Barber

ADDRESS 1783 John Small Ave

PHONE (~~WORK~~ cell) 2529450654 (HOME) 2529753962

E-MAIL ADDRESS tdp1113@embarqmail.com

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES ( ) NO (X)

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 65yrs YEARS

YEARS OF EDUCATION 18

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES (✓) NO ( )

IF YES, PLEASE INDICATE Planning Board

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? NO IF YES, EXPLAIN _____

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): *Use back of sheet if additional space is needed.*

Be able to provide service and resources when needed! Be able to be helpful to the Community by answering their needs in a positive way.

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.

5/19/21
Date

Marie L Barber
Signature

NOTE: Application will remain on file for six (6) months. Expiration Date: _____

Requested Board Enlarged Re-Appointment to Planning Board

CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF THE CITY OF WASHINGTON

NAME J. Herbert Schmitt

ADDRESS 206 Holly Drive Washington, NC 27889

PHONE (WORK) _____ **(HOME)** Cell: 252-947-5300

E-MAIL ADDRESS hschmitt@suddenlink.net

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES (☐) NO (☑)

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 77 **YEARS**

YEARS OF EDUCATION 14 years plus other credited college courses

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES (☑) NO (☐)

IF YES, PLEASE INDICATE Planning Board

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? No **IF YES, EXPLAIN** _____

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): *Use back of sheet if additional space is needed.*

I have a good technical background in the construction and engineering fields. I have a high capacity for reading and understanding engineering drawings and specifications. I managed engineering and construction projects, covering all disciplines, from ground breaking to start-ups of industrial plants with more than 50 years of experience. I am now retired and have time to serve and give back to my home-town.

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.

May 17, 2021
Date

J. H. Schmitt
Signature

NOTE: Application will remain on file for six (6) months. Expiration Date: _____

Katie Mosher

From: Cynthia Bennett <cbennett@washingtonnc.gov>
Sent: Tuesday, June 15, 2021 9:06 AM
To: Katie Mosher
Subject: Appointments
Attachments: Enlarged and Alternate Enlarged BOA.pdf; Enlarged Planning Board Applications.pdf

CAUTION: This email originated from outside of the Beaufort County system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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Applications are attached.

Thank you,
Cynthia S. Bennett, MMC
City Clerk
CITY OF WASHINGTON
102 East 2nd Street ~ PO Box 1988
Washington, North Carolina 27889
Ph: (252) 975-9318 ~ Fx: (252) 974-6461

Enlarged

Requested Board Re-Appointment to Board of Adjustment

CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF THE CITY OF WASHINGTON

NAME Mitchell St. Clair

ADDRESS 120 Hodges RD. Washington NC

PHONE (WORK) 252 946-7959 **(HOME)** 252 9435158

E-MAIL ADDRESS St.Clair Trucking @ yahoo.com

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES ( ) NO ( )

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 71 **YEARS**

YEARS OF EDUCATION 12

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES (✓) NO ( )

IF YES, PLEASE INDICATE Board of Adjustment

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? NO **IF YES, EXPLAIN** _____

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): *Use back of sheet if additional space is needed.*

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.

5-7-21
Date

Mitchell St. Clair
Signature

NOTE: Application will remain on file for six (6) months. Expiration Date: _____

Enlarged

Requested Board Planning Board / BOA / Historic Preservation Comm.

CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF THE CITY OF WASHINGTON

NAME Sam Barrow

ADDRESS 401 Cedar Lane, Washington, NC

PHONE (WORK) 252-339-1815 **(HOME)** _____

E-MAIL ADDRESS sambarrow2004@yahoo.com

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES (☑) NO (☐)

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 0 **YEARS**

YEARS OF EDUCATION BS degree, working toward MA

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES (☐) NO (☑)

IF YES, PLEASE INDICATE _____

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? No **IF YES, EXPLAIN** _____

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): *Use back of sheet if additional space is needed.*

-Employed as Planner for Town of Edenton (2012-2017), administered Planning Board, BOA and Historic Preservation Commission
-Employed as Planning Director for Perquimans County (2017-2020)
-Chowan County Board of Adjustment member (2017-present)
-NC Certified Zoning Official
-Will be a resident of Washington as of June 1, 2021 at the above address

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.

April 22, 2021 — **Date**

Sam Barrow — **Signature**

NOTE: Application will remain on file for six (6) months. June 14, 2021 **Expiration Date:** October 22, 2021

Beaufort County
Agenda Abstract

Meeting Date: 7/6/2021

Agenda Section: Item for Presentation

Presenter: James Madson, Public Health Director

Agenda Title: Covid-19 Update

Summary of Information: A Health Department representative will give an update on the Covid-19 response/status.

Submitter Recommendations/Motions: Information only.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 7/6/2021

Agenda Section: Item for Presentation

Presenter: JaNell Octigan, Public Health

Agenda Title: State of the County's Health Report

Summary of Information: Presentation to the Board of County Commissioners on the 2020 State of the County's Health Report (SOTCH).

Submitter Recommendations/Motions: Informational presentation, no action needed.

Attachments:

.

ADDENDUM 2

State of the County Health Report

2020 SOTCH REPORT

Beaufort County Health Department

The State of the County Health (SOTCH) Report is up to date information relevant to Beaufort County. This annual report educates and informs community members, community leaders, agencies, and organizations, about the past year's progress on priority health issues.

If you have questions regarding this report or would like additional copies, please contact:

JaNell Octigan, MPH
JaNell.Octigan@bchd.net
(252) 940-5090

An electronic copy of this report and the 2018 Community Health Assessment can be accessed at www.bchd.net.

BEAUFORT COUNTY PUBLIC HEALTH
NORTH CAROLINA

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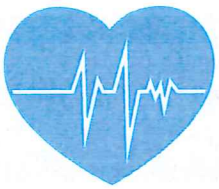
BEAUFORT COUNTY AT A GLANCE

Demographics	Beaufort County	North Carolina
Population, 2019, estimate	46,994	10,488,084
Race, 2019, estimate		
White	72%	71%
Black	25%	22%
American Indian/Alaska Native	1%	2%
Asian	1%	3%
Ethnicity, 2019, estimate		
Hispanic or Latino	8%	9.8%
Median Household Income, 2015-2019	$45,212	$54,602
Per Capita Income, 2019	$27,504	$30,783

LEADING CAUSES OF DEATH



Cause	Number of Deaths (2014-2015)	Percent of Deaths (2014-2015)	Percent of Deaths NC (2014-2015)
Cancer	415	18.5%	16.5%
Heart Disease	403	18.4%	16.0%
Lower Respiratory	109	4.9%	4.5%
Accidnetal Injuries	105	6.7%	4.8%
Cerebrovascular Disease	98	4.4%	4.4%
Alzheimer's Disease	66	3.1%	3.4%
Diabetes	64	3.0%	2.4%
Kidney Disease	34	1.6%	1.7%
Hypertension	32	1.7%	3.5%
Suicide	29	2.0%	6.3%
Total Deaths:	1,355		

2018 COMMUNITY HEALTH ASSESSMENT (CHA) SUMMARY

The Community Health Assessment (CHA) used twenty-five indicators to identify target areas in Beaufort County. The twenty-five indicators were narrowed down to four focus areas by using the ranking method.

Since social and health indicators influence community health, the CHA assess both. However, in developing an action plan from the CHA findings, social and health indicators were merged to prioritize the four focus areas.

Top 4 Priority Issues from the 2018 CHA

1. Access to Care (Including Mental Health)
2. Exercise, Nutrition, & Weight
3. Education
4. Substance Abuse

PRIORITY ISSUE #1: ACCESS TO CARE (INCLUDING MENTAL HEALTH)

Indicator (Year)(Units)	Beaufort County	NC	U.S.	Beaufort Compared to NC Counties	Beaufort Compared to U.S. Counties	Beaufort County Trend
Persons with Health Insurance (2016)	87.0%	87.8%	---			
Primary Care Provider Rate (2015) (Providers per/100,000 population)	48	71	75			
Mental Health Provider Rate (2017) (Providers per/100,000 population)	107	216	214			
Non-Physician Primary Care Provider Rate(2017) (Providers per/100,000 population)	65	103	81			
Households Without a Vehicle	7.4%	6.3%	9.0%			

The primary care provider rate for Beaufort County is 48 providers per 100,000 population. The mental health provider rate for Beaufort County is 107 providers per 100,000 population. There has been no significant changes over time in both the number of primary care providers and mental health providers in Beaufort County. The patient to non-physician primary care provider for Beaufort County is 65 providers per 100,000 population. There has been a significant increase over time in the non-physician primary care providers. (Community Health Assessment, 2018)

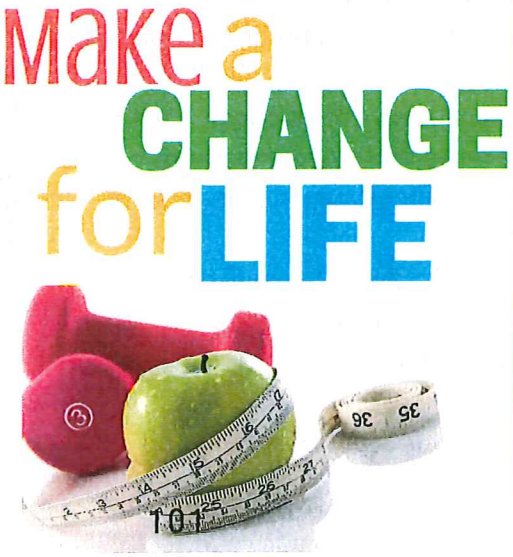
- BCHD's Healthy Living Clinic previously operated 4 hours per week. Due to the evident need, Healthy Living Clinic was expanded and is now offered 1 1/2 days a week.
- BCHD services are offered on a sliding fee scale based on income.
- BCHD extended WIC (Women, Infants, and Children) hours on Tuesdays until 6:00 pm.
- BCHD added Behavioral Health Services.

PRIORITY ISSUE #2: EXERCISE, NUTRITION, AND WEIGHT

Indicator (Year)(Units)	Beaufort County	NC	U.S.	Beaufort Compared to NC Counties	Beaufort Compared to U.S. Counties	Beaufort County Trend
Adults 20+ who are Obese (2014)	34.7%	29.6%	28.0%			
Adults 20+ who are Sedentary (2014)	26.7%	24.3%	23.0%			
Food Insecurity Rate (2016)	16.2%	15.4%	12.9%			
Access to Exercise Opportunities (2018)	60.5%	76.1%	83.1%			

According to the 2018 Community Health Assessment, 1 out of 3 Beaufort County residents are obese. In addition, 48.3% of Beaufort County residents stated that they have been informed they were overweight by a health care professional.
Being overweight is a risk factor for numerous chronic diseases, such as: diabetes, stroke, cancer, cardiovascular disease, and more. To prevent obesity, individuals are encouraged to eat well balanced and nutritious meals, exercise at least 150 minutes a week, drink water, and manage their stress.

- BCHD's Diabetes Prevention Program (DPP) is an evidence-based, year long program that focuses on weight loss through dietary changes and increased physical activity. The program aims to help clients lose 5-7% of their body mass index.
  - In 2020, there were three DPP groups conducted with a total of 36 participants. Participants lost a combined total of 153 pounds and had an average of 122 minutes of physical activity each week.
- BCHD offers Diabetes Self Management Education (DSME). DSME serves individuals diagnosed with type 2 diabetes. The program utilizes the American Association of Diabetes Educator's 7 self-care behaviors, which include eating smart, physical activity, monitoring blood sugar levels, medication management, reducing risk of chronic complications, and problem solving. Weight loss and lower A1c's are a common outcome of clients that make the recommended behavior changes.
  - Prior to 2020, DSME was a program offered to patients with type 2 diabetes. In 2020, BCHD had an increase in DSME referrals for patients with type 1 diabetes. Seeing growing need for this specific service, BCHD decided to expand our program to offer DSME to patients with type 1 diabetes, which began in 2021.
- Medical Nutrition Therapy is offered to those looking for alternative ways to better manage chronic disease, such as obesity, diabetes, and more. Individuals receive counseling with a Registered Dietitian. Clients work with the Registered Dietitian to create a specific tailored plan that works best with their individual lifestyle.
  - In 2020, there were 15 Medical Nutrition Therapy sessions provided.
- BCHD has a community walking trail that is open for anyone, from sunrise to sunset. The walking trail serves as a way to increase community resident's access to exercise opportunities.



PRIORITY ISSUE #3: EDUCATION

Countywide, the percent of residents 25 or older with a high school degree or higher (84.6%) is slightly lower than the state value (86.3%) and the Health Eastern North Carolina (ENC) region (84.7%). In Beaufort County, only 18.6% of residents 25 and older have a bachelor's degree or higher, which is lower than the state value of 29.0% and the regional value of 19.9%.

Indicator (Year)(Units)	Beaufort County	NC	U.S.	Beaufort Compared to NC Counties	Beaufort Compared to U.S. Counties	Beaufort County Trend
High School Graduation (2016-2017)	80.6%	86.5%	84.1%		--	=
People 25+ with a High School Degree (2012-2016)	84.6%	86.3%	87.0%			↗
People 25+ with a Bachelor's Degree or Higher (2012-2016)	18.6%	29.0%	30.3%			=

Graduating from high school is an important personal achievement and is essential for an individual's social and economic advancement. Graduation rates can also be an important indicator of the performance of an educational system. According to the Office of Disease Prevention and Health Promotion, high school graduation leads to lower rates of health problems as well as a reduced risk for incarceration. Receiving a bachelor's degree opens up career opportunities in a variety of fields and is often a prerequisite for higher-paying jobs.

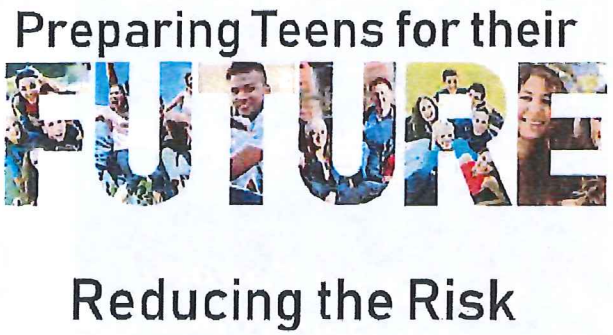
COVID-19 halted in person education. BCHD worked with schools to implement safe practices and virtual learning.

SEXUAL HEALTH EDUCATION

BCHD provides comprehensive sexual health education in the Beaufort County Public School system. A Public Health Education Specialist teaches sexual health to ninth grade students at the following high schools: Southside, Northside, and Washington. This program helps students gain knowledge and understanding for safer sexual practices by promoting abstinence and contraception methods.

In fiscal year 2019-2020, 308 high school students completed the sexual health education course. These students completed a survey to provide feedback to the health department to gauge the program's successes. Survey results included:

- After completing the sexual health education course, 36% of students said that they would be more likely to use condoms if they do not want to remain abstinent than before completing the program.
- After completing the sexual health education course, 42% of students said they would be more likely to use methods of contraceptives if they do not want to remain abstinent than before completing the program.
- 68% of students said that they felt somewhat or very comfortable when discussing sexual health in the classroom.
- 79% of students said that they would recommend this program to a friend.
- 96% of students reported they felt respected within the program.



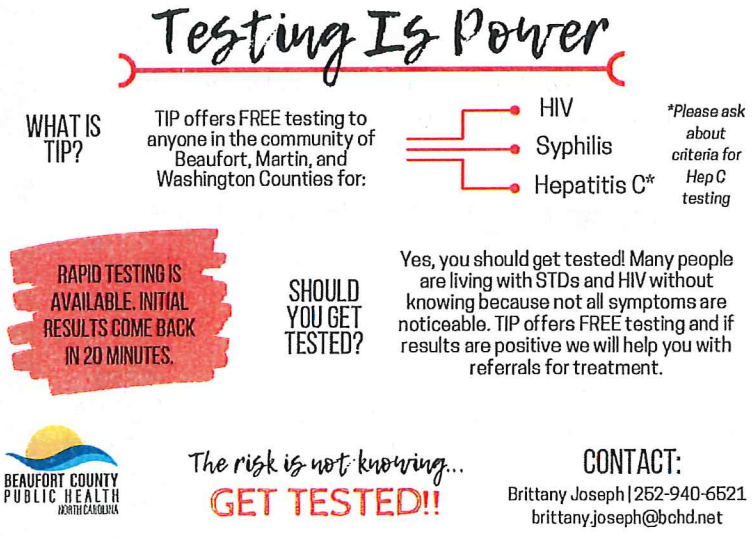
PRIORITY ISSUE #4: SUBSTANCE MISUSE

According to Injury Free NC and the Department of Health and Human Services, Beaufort County has one of the highest opioid prescription rates in North Carolina. The equivalent of every man, woman, and child in Beaufort County could receive over 69 opioid pills each, while the state average is around 43 pills per resident. According to the NC Injury and Violence Prevention Branch, Beaufort County had 9 unintentional opioid overdose deaths in 2019. The county's unintentional medication and drug death rate per 100,000 is 21.5, which is greater than the NC rate of 16.7. In 2019, the most common opioids resulting in emergency department visits included heroin, prescription opioids, and synthetic narcotics (fentanyl).

Indicator (Year)(Units)	Beaufort County	NC	U.S.	Beaufort Compared to NC Counties	Beaufort Compared to U.S. Counties	Beaufort County Trend
Adults Who Drink Excessively (2016)	15.6%	16.7%	18.0%			
Adults Who Smoke (2016)	18.0%	17.9%	17.1%			
Death Rate Due to Drug Poisoning (2014-2016) (deaths/100,000)	18.2	16.2	16.9			

- In July 2019, BCHD started a county syringe exchange program. The Beaufort County Syringe Exchange Program operates at DREAM Provider Care Services the first Thursday of the month (10 am-1 pm) and the third Saturday of the month (12:30pm -3:30 pm). The additional syringe exchange location is Fresh Anointing Worship Center, in Aurora and operates the second Saturday of every month (12 pm-3 pm).
- Since 2019, 602 syringes were collected, 41 syringe exchange participants were enrolled, and 128 doses of Naloxone/Narcan were distributed, and 170 syringe exchange program kits were distributed.
- In 2020, Beaufort County was part of the District 2 Recovery Court, designed to assist chemically dependent offenders with their court ordered treatment plans. There were 24 Beaufort County referrals & 2 were accepted and active in the program.

- BCHD Testing is Power (TIP) has tested 310 individuals for HIV and 224 for Hepatitis C. Of those individuals tested, none were positive for HIV and 30 tested positive for Hepatitis C (13.4% positive rate).
- Since 2019, the TIP program started being able to perform rapid testing for program participants.



CORONAVIRUS TIMELINE

December 31, 2019

Wuhan Municipal Health Commission reported a cluster of cases of pneumonia in the Wuhan Hubei Province of China. The cases of pneumonia were later identified as a novel coronavirus. After the coronavirus was identified it became known to the world as COVID-19.

January 31, 2020

The World Health Organization declared COVID-19 as a global public health emergency after a death toll of more than 200 in the world and a jump to more than 9800 cases on January 31, 2020. COVID-19 human-to-human transmission is rapidly spreading, and is now found in the United States, Germany, Japan, Vietnam, and Taiwan.

March 3, 2020

North Carolina had their first positive COVID-19 case. The North Carolina resident had traveled to Washington State and was exposed at a long-term care facility. The North Carolina resident was isolated for two weeks.

March 13, 2020

President Trump declared a national emergency. A travel ban was put into effect on this day for all travel coming from Europe.

March 24, 2020

First positive case of COVID-19 in Beaufort County.

December 18, 2020

The FDA issues the second EUA allowing shipments of the Moderna COVID-19 vaccine to begin.

December 22, 2020-January 1, 2021

BCHD staff vaccinations begin.

January 21, 2020

A Washington State resident is the first person in the US to have a confirmed case of COVID-19 on January 21, 2020, according to the Center for Disease Control and Prevention. The resident returned to Washington State after being in Wuhan China on January 15th. The case was confirmed using an overnight polymerase chain reaction test. The CDC then sends out a team to help investigate, this potentially included contact tracing.

February 3, 2020

President Trump's administration declares a public health emergency due to the outbreak of the coronavirus.

March 11, 2020

The World Health Organization officially categorized COVID-19 a pandemic. The director general of the World Health Organization was deeply concerned on the alarming levels of spread and severity.

March 17, 2020

COVID-19 Testing became available to the public in Beaufort County.

December 11, 2020

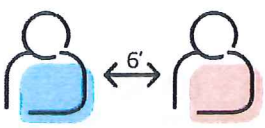
The FDA agrees to an EUA (Emergency Use Authorization) for the Pfizer, BioNTech vaccine, allowing shipments to begin; vaccinations of health care workers begin within days.

December 21, 2020

BCHD began receiving shipments of Moderna COVID-19 vaccine.

January 1-8, 2021

The Beaufort County incident command staff activate the Emergency Operations Center (ECO) to discuss the dissemination of the COVID-19 Moderna vaccine to the public utilizing vaccination clinics, also referred to as POD (Point of Dispensing). The BCHD followed the phases set by Governor Cooper and the State of North Carolina.



WAIT

6 feet apart and avoid close contact.

WEAR

a cloth face covering.

WASH

your hands often or use hand sanitizer

2020 - YEAR IN REVIEW

COVID-19 Testing

BCHD began performing COVID-19 testing for the public March 17th, 2020.
(at the beginning there was a strict criteria for testing as well as limited supplies)

Mass COVID-19 Testing Event

July 7th & 8th, BCHD partnered with MAKO Diagnostics to host a mass COVID-19 testing event at Beaufort County Community College & Southside High School.

As of December 31, 2020:

	Population	Total Confirmed Cases	Current Active Cases	Deaths	Recovered
Worldwide	7.6 Billion	83,146,810 (+667,892)	34,404,665 (+338,516)	1,813,087 (+13,435)	46,929,058 (+315,941)
USA	330 Million	20,351,015 (+195,876)	7,946,847 (+171,563)	352,716 (+3,010)	12,051,452 (+105,499)
NC	10.4 Million	539,545 (+6,715)	129,309 (+6,696)	6,748 (+19)	403,488
Beaufort Co.	47, 000	2,621 (+98)	482 (+44)	62	2,077 (+54)

BCHD partnered with the following to provide testing events throughout the county:

- AME Zion Church
- Beaufort County Summer Feeding Program
- Mother of Mercy
- Fresh Anointing
- Spring Garden Missionary Baptist Church
- Beaufort County Schools
- Washington Boys & Girls Club
- Mt. Olive Church
- Pantego Event Hall
- Cornerstone Worship Center
- Temple of Jesus Christ
- BCHS Alumni Association
- Beebe Chapel
- Chocowinity Fire Station
- Bath Christian Church
- Wilkinson Center
- Whiteplains Church

Those highlighted in yellow became a weekly site for testing throughout the county in partnership with Optum testing services.

2020 - YEAR IN REVIEW

Changes Due to COVID:

- Respiratory fit testing was conducted for county partners to help assess their N-95 needs and ensure adequate protection.
- Teleworking schedules were enacted to reduce the spread and risk amongst staff.
- Diabetes Prevention Classes were temporarily suspended. Classes transitioned to virtual, however many barriers were identified in doing so.
- Syringe Exchange sites were shut down and BCHD began providing supplies as needed to clients.
- Testing is Power services were temporarily suspended.
- Women, Infant and Children services implemented a waiver that exempted physical presence, so visits were completed via telephone.
- Post partum and newborn home visits were temporarily suspended.
- Behavioral Health telehealth services were implemented.
- Workforce increased with temporary staffing to assist with COVID testing and contact tracing.
- Masks and cleaning policies were implemented to help decrease the transmission and spread.
- Health Department staff maintained their day to day operations and job duties, as well as take on additional tasks and job responsibilities to assist with COVID-19 response.

> *It ain't about how hard you hit, it's about how hard you can get hit and keep moving forward.*
> -ROCKY

Our Mission

To promote, protect, and enhance the quality of life of our population by providing accessible quality public health services and education in order to improve the wellness of the community within a healthy environment.

Vision

Providing compassionate care for all! Healthy people, healthy environment, healthy community.

Value Statements

TEAMWORK – *Working together to build a better community*

EMPATHY – *We are united by one single desire to be valued by another*

INTEGRITY – *Doing what's right even when it's difficult or won't be acknowledged by others*

COMPASSION – *Walk in the shoes of people we serve and those with whom we work*

Follow Us

@BeaufortCountyHealthDept

@BCHealthDept

@BeaufortCountyHD

@Beaufort County Public Health Department

ADDENDUM 3

Text Amendment for Subdivision Regulations, Manufactured Housing and Travel Trailer Park Ordinance and Solar Energy Facility Ordinance

BEAUFORT COUNTY
PUBLIC NOTICE

THE PUBLIC SHOULD TAKE NOTICE that The Beaufort County Board of Commissioners will hold a Legislative Public Hearing on July 6, 2021 at 5:30 PM, at the Beaufort County Boardroom, located at 136 W. 2nd Street, Washington, North Carolina 27889. The purpose of this meeting is to hear and decide on the following items:

- Text Amendment to the Subdivision Regulations. The proposed amendment are updates required for compliance with N.C.G.S. 160D.
- Text Amendment to the Manufactured Housing and Travel Trailer Park Ordinance. The proposed amendment are updates required for compliance with N.C.G.S. 160D.
- Text Amendment to the Solar Farm Ordinance. The proposed amendment are updates required for compliance with N.C.G.S. 160D.

Citizens interested in obtaining additional information on these items should contact the Mid-East Commission Planning Department at 252-974-1829 or cgideon@mideastcom.org. If you would like to speak during the comment section of this Public Hearing please contact Katie Mosher, Clerk to the Board, at 252-946-0079 or Katie.Mosher@co.beaufort.nc.us. Interested citizens are encouraged to attend this meeting.

June 19, 2021 and June 26, 2021 editions of the Washington Daily News

Subdivision Regulations Amendment

North Carolina State Law 2019-111, Part II created Chapter 160D which consolidates current city and county-enabling statutes now in Chapters 153A and 160A into a single, unified chapter and repeals development regulations from 153A and 160A. The new chapter includes clarifying amendments and consensus reforms while retaining authority granted to local governments to regulate development.

Required 153A Citation Amendment

In order to conform to Chapter 160D, Beaufort County must update citations from G.S. Chapter 153A to the updated Chapter 160D statute number. The Beaufort County Subdivision Ordinance will need to amend the following references to 153A:

Section 103. Authority

This ordinance is hereby adopted under the authority and provisions of the General Statutes of North Carolina, Chapter 160D ~~153A, Article 18, Part 2~~.

Section 104. Jurisdiction

The regulations contained herein shall govern each and every subdivision of land within Beaufort County as provided by G.S. 160D ~~153A, Article 18~~, except those lands lying within the subdivision regulation jurisdiction of any municipality, unless such municipality shall have by resolution formally requested the County to enforce these regulations within the city's area of jurisdiction.

Section 201. Definitions

Planning Board: The body created by the Board of County Commissioners, pursuant to N.C.G.S. 160D-301 ~~153A-321~~, to act as a planning agency for the Commissioners on planning matters within the County of Beaufort.

Section 301. Plats Shall Be Required On Any Subdivision

Pursuant to G.S. 160D-801 ~~153A-330~~, a final plat shall be prepared, approved, and recorded pursuant to the provisions of this ordinance whenever any subdivision of land takes place in Beaufort County.

Section 301. Approval Prerequisite to Plat Recordation

Pursuant to G.S. 160D-804 ~~153A-331~~, no final plat of a subdivision within the jurisdiction of Beaufort County as established in Section 104 of this ordinance shall be recorded by the Register of Deeds of Beaufort County until it has been approved by the Subdivision Administrator or by the Beaufort County Planning Board as provided herein. To secure such approval of a final plat, the subdivider shall follow the procedures established in this article.

Section 503. Effect of Plat Approval on Dedications

Pursuant to G.S. 160D-806 ~~153A-333~~, the approval of a plat does not constitute or effect the acceptance by the County or the public of the dedication of any street or other ground, public utility line, or other public facility shown on the plat and shall not be construed to do so.

Recommended Amendment to Provide Consistency and Clarification

Chapter 160D adds and clarifies many definitions of terms which previously existed under 153A. To be consistent with Chapter 160D, the following definitions are recommended to be included within the Beaufort County Subdivision Ordinance or amended as follows:

Section 201. Definitions

Administrative Decision: Decisions made in the implementation, administration, or enforcement of the subdivision regulations that involves the determination of facts and the application of objective standards set forth in this ordinance.

Developer: A person, including a governmental agency or redevelopment authority, who undertakes any development and who is the landowner of the property to be developed or who has been authorized by the landowner to undertake development on that property.

Development Approval: An administrative or quasi-judicial approval made pursuant to this chapter that is written and that is required prior to plat approval.

Dwelling: A building that contains one or two dwelling units used, intended or designed to be used, rented, leased, let or hired out to be occupied for living purposes.

Dwelling Unit: A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Evidentiary Hearing: A hearing to gather competent, material, and substantial evidence in order to make findings for a quasi-judicial decision.

Familiar Relationship: A close familiar relationship means a spouse, parent, child, brother, sister, grandparent or grandchild. The term includes the step, half, and in-law relationships.

Legislative Decision: The adoption, amendment, or repeal of a regulation under this chapter.

Legislative Hearing: A hearing to solicit public comment on a proposed legislative decision.

Subdivider: Any persons, firm, or corporation who subdivides or develops any land deemed to be a subdivision as herein defined. See also Developer.

Quasi-Judicial Decision: A decision involving the finding of facts regarding a specific application of a regulation and that requires the exercise of discretion when applying the standards of the regulation. Quasi-judicial decisions include decisions involving variances and appeals of administrative determinations.

Administration Policies

Chapter 160D expands upon conflicts of interest standards and extends these standards to staff responsible for the administration of local land use regulations.

Section 108. Administrator

~~The holder of the Office of Secretary to the Planning Board is hereby appointed to serve as Subdivision Administrator, as the agent of the Beaufort County Planning Board.~~ The Planning Director and/or Subdivision Administrator are hereby authorized to enforce the provisions of this Chapter.

Duties may include, but are not limited to, drafting and implementing plans and development regulations to be adopted pursuant to N.C.G.S. Chapter 160D; determining whether subdivision plats and variance applications are complete; receipt and processing applications for development approvals; providing notices of applications and hearings; decisions and determinations regarding development regulation implementation; determining whether final subdivision plats meet applicable standards as established by law and local ordinance; keeping adequate records; and any other actions that may be required in order to adequately enforce the laws and development regulations of this ordinance.

No staff member shall make a final decision on an administrative decision required by this ordinance if the outcome of that decision would have a direct, substantial, and readily identifiable financial impact on the staff member or if the applicant or other person subject to that decision is a person with whom the staff member has a close familiar, business, or other associational relationship. If a staff member has a conflict of interest under this section, the decision shall be assigned to the supervisor of the staff person or other staff person as may be designated. (N.C.G.S. 160D-109).

Vested Rights and Permit Choice

Regulations concerning vested rights and development approvals have been expanded in scope and further clarified. Vested rights are triggered after a project has been approved and grants the right to complete approved development and usage. Permit choice does not guarantee a right to develop but allows an applicant to choose which regulation their application is reviewed under if the related local regulations are changed during the process of application, but prior to project approval. The following amendments are recommended:

Section 305.2 Major Subdivision Procedure

F. When a subdivision is to be developed in stages, the preliminary plat shall be submitted for the entire development. A final plat shall be submitted for each stage. The first final plat shall be submitted within twelve (12) months after approval of the preliminary plat; otherwise, the preliminary plat shall become null and void, unless an extension of time is applied for and granted by the Planning Board. Should the Subdivision Ordinance be amended prior to the completion of all phases, the subdivider may choose to adhere to the regulations existing prior to amendment or to adhere to the amended regulations.

305.3 Final Plat

M. Unless adjusted by statute, ~~Final~~ final plats not recorded within one year of approval shall become null and void unless authorized work has substantially commenced.

Variance and Quasi-Judicial Procedure

Chapter 160D further clarifies the process for conducting quasi-judicial hearings which are used in deciding variances. Further clarification on conflicts of interest has also been added. Section 505 is recommended to be amended as follows:

Section 505. Variances

The Beaufort County Planning Board may authorize a variance from these regulations for major and minor plats when, in its opinion, undue hardship may result from strict compliance.

505.1 Variance applications shall be subject to a quasi-judicial evidentiary hearing. In granting any variance, the Board shall make the findings required below, taking into account the nature or the proposed subdivision, the existing use of land in the vicinity, the number of persons to reside or work in the proposed subdivision, and the probable effect or the proposed subdivision upon traffic conditions in the vicinity. The following guidelines shall be considered by the Planning Board in granting of a variance:

A. That there are special circumstances or conditions affecting said property such that the strict application of the provisions of this ordinance would deprive the applicant of the reasonable use of his land.

B. That the variance is necessary for the preservation and enjoyment of a substantial property right or the petitioner.

C. That the circumstances giving rise to the need for the variance are peculiar to the parcel and are not generally characteristic of other parcels in the jurisdiction of this ordinance.

D. That the granting of the variance will not be detrimental to the public health, safety, and welfare or injurious to other property in the territory is which said property is situated.

505.2 Notice of the hearing shall be mailed to the person or entity whose application is the subject of the hearing; to the owner of the property that is subject of the hearing if the owner did not initiate the hearing; to the owners of all parcels of land abutting the parcel of land that is subject of the hearing; and to any other persons entitled to receive notice. The notice must be deposited in the mail at least 10 days, but not more than 25 days, prior to the date or the hearing. Within the same time period, notice shall be posted on the site that is the subject of the hearing.

505.3 The administrator to the Planning Board shall transmit to the board all applications, reports, and written materials relevant to the matter being considered. The administrative materials may be distributed to the members of the board prior to the hearing provided a copy is also provided to the applicant and to the landowner if that person is not the applicant. The administrative materials shall become a part of the hearing record. Objections to inclusion or exclusion of administrative materials may be made before or during the hearing. Rulings on unresolved objections shall be made by the board at the hearing.

505.6 The hearing shall follow all statutory procedures as outlined in G.S. 160D-406.

505.5 The board may continue an evidentiary hearing that has been convened without further advertisement. If an evidentiary hearing is set for a given date and a quorum of the board is not then present, the hearing shall be continued until the next regular board meeting without further advertisement.

505.6 No member of the Planning Board shall participate or vote on any matter that would violate a person's right to an impartial decision-maker. Impermissible violations of due process include, but are not limited to, a member having a fixed opinion prior to hearing the matter that is not susceptible to change, undisclosed ex parte communications, a close familial, business, or other associational relationship with an affected person, or a financial interest in the outcome of the matter.

Legislative Amendments

Section 506. Amendments

The Beaufort County Board of Commissioners may from time-to-time amend the terms of this ordinance but no amendment shall become effective unless it shall have proposed by or shall have been submitted to the Planning Board for review and recommendation. The Planning Board shall have forty-five (45) days from the time the proposed amendment is submitted to it within which to submit its report. It the Planning Board fails to submit a report within the specified time, it shall be deemed to have recommended approval of the amendment.

No amendment shall be adopted by the governing body until they have held a public hearing on the amendment. Notice of the hearing shall be published in a newspaper of general circulation in Beaufort County at least once a week for two (2) successive calendar weeks prior to the hearing.

The initial notice shall be published the first time not less than ten (10) days nor more than twenty-five (25) days before the date fixed for the hearing. In computing such period, the day of publication is not to be included, but the day of the hearing shall be included.

No member of the Board of Commissioners or Planning Board shall vote on an amendment to the regulations where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member. No member of the Board of Commissioners or Planning Board shall vote on any amendment if the landowner of the property subject for a text amendment is a person with whom the member has a close familiar, business, or other associational relationship.

Section 509. Appeals

2. Time limitation and notice: Any appeal must be filed within ~~forty-five (45)~~ thirty (30) days of ~~the decision~~ an administrative decision. Written notice which states the basis or grounds for appeal shall be provided to the ~~secretary of the planning board~~ Planning Director and/or Subdivision Administrator, or county manager, as appropriate.

Additional Requirements

406.3 Underground Wiring

All subdivisions shall have underground wiring. This requirement may be waived by the Planning Board in areas where soils have a high water table, or if there is extensive pre-existing overhead wiring on the street in the immediate neighborhood of the subdivision. Existing power lines outside the property to be subdivided are not required to be buried.

Manufactured Housing and Travel Trailer Park Ordinance Amendment

ENACTMENT:

AN ORDINANCE ESTABLISHING REGULATIONS FOR MANUFACTURED HOUSING AND TRAVEL TRAILER PARKS WITHIN THE COUNTY OF BEAUFORT, NORTH CAROLINA, AND PROVIDING FOR THE ADMINISTRATION, ENFORCEMENT, AND AMENDMENT THEREOF, IN ACCORDANCE WITH THE PROVISIONS OF NORTH CAROLINA GENERAL STATUTES, CHAPTER ~~153A-ARTICLE 121~~ 160D, AND FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH.

ARTICLE I

SECTION 1 AUTHORITY

The provisions of this ordinance are adopted under the authority granted by the General Assembly of North Carolina ~~(153A-121)~~ (Chapter 160D).

ARTICLE III
MOBILE HOME REGISTRATION

SECTION 1 MOBILE HOME REGISTRATION

No persons shall place a mobile home in Beaufort County for the purpose of using said mobile home for occupancy without first having obtained a Mobile Home Building Permit from the Beaufort County Inspections and Planning Department providing that the mobile home meets the conditions as set forth under GS ~~153A-138~~ 160D.

ARTICLE IV
APPLICATION FOR MOBILE HOME OR TRAVEL TRAILER PARK CONSTRUCTION

SECTION 6 PLAT APPROVALS

Major Manufactured Home / Travel Trailer Park

SECTION 6 CONFLICT OF INTEREST

No member of an appointed board, governing board, or staff shall use their position for their private gain. Members of appointed boards, governing boards, or staff are expected to minimize conflicts of interest, disclose ethical, legal, financial, and other conflicts, and removed themselves from decision-making when appropriate. Conflicts of interest shall be disclosed as per NC General Statute 160D-109.

ARTICLE VIII
LEGAL PROVISIONS

SECTION 1 VARIANCES

Where strict adherence to the provisions of the Ordinance would cause unnecessary hardship of topographical or other conditions peculiar to the site, the Beaufort County Planning Board may authorize a variance, if such variance can be made without destroying the intent of the Ordinance. Any variance thus authorized shall be entered in the Minutes of the County Planning Board and the reasoning on which the departure was justified shall be set forth. A variance is considered a quasi-judicial development decision, and the Planning Board shall follow all mandatory quasi-judicial procedures outlined in G.S. 160D-406.

SECTION 2 APPEAL TO BOARD OF ADJUSTMENT

The Beaufort County Board of Adjustment shall hear and decide appeals from and review any orders, requirements, decisions, or determination made by the Enforcement Officer charged with enforcement of this ordinance. The aggrieved individual shall have thirty days (30) to file an appeal and it will be presumed that if the notice of determination was sent by mail, it was received on the third business day after it was sent. The powers, duties, and procedures shall be in accordance with the provisions of North Carolina General Statutes ~~153A-345~~ 160D-302. An appeal from the decision of the Board of Adjustment may be made to the Beaufort County Superior Court.

All enforcement actions, including fines, shall be paused during the appeal process.

SECTION 5 COMPLAINTS REGARDING VIOLATIONS

Whenever a violation of this ordinance occurs, or is alleged to have occurred, any person may file a written complaint. Such complaint stating fully the causes and basis thereof shall be filed with the building inspector. The building inspector shall record properly such complaint, immediately investigate, and take action thereon as provided by the ordinance.

Notice of violation shall be delivered to the holder of the development approval and to the landowner of the property involved, if the landowner is not the holder of the development approval, by personal delivery, electronic delivery, or first-class mail and may be provided by similar means to the occupant of the property or the person undertaking the work or activity. The notice of violation may be posted on the property. The person providing the notice of violation shall certify to the local government that the notice was provided, and the certificate shall be deemed conclusive in the absence of fraud.

SECTION 6 PENALTIES FOR VIOLATION

Authority for the enforcement of this ordinance is provided under GS ~~153A-123~~ 160D. Violation of the provisions of this ordinance or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with grants of variances) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than $50.00 or imprisoned for no more than thirty (30) days per offense. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the County of Beaufort from taking such other lawful action as is necessary to prevent or remedy any violation.

Solar Energy Facilities Ordinance Amendment

Section 3. Authority

This Ordinance is hereby adopted under the authority and provisions of the General Statutes of the State of North Carolina, Chapter ~~153A, Article 18, Part 3~~ 160D.

Section 5. Definitions

Building: ~~Any structure having a roof supported by columns or walls, and designated or intended for the shelter, support, enclosure or protection of persons, animals or chattels.~~ Any structure used or intended for supporting or sheltering any use or occupancy.

Dwelling: A building that contains one or two *dwelling units* used, intended, or designed to be used, rented, leased, let or hired out to be occupied for living purposes.

Dwelling Unit: A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Residence: A building used as a dwelling for one or more families or persons. See Dwelling.

Section 9. Planning Board Decision.

9.4 Conflict of Interest. No member of an appointed board, governing board, or staff shall use their position for their private gain. Members of appointed boards, governing boards, or staff are expected to minimize conflicts of interest, disclose ethical, legal, financial, and other conflicts, and removed themselves from decision-making when appropriate. Conflicts of interest shall be disclosed as per NC General Statute 160D-109.

Section 10. Appeals.

10.2 Time Limit and Notice. ~~Any appeal must be filed within forty-five (45) days of the decision.~~ The aggrieved individual shall have thirty days (30) to file an appeal and it will be presumed that if the notice of determination was sent by mail, it was received on the third business day after it was sent. Written notice which states the basis or grounds for appeal shall be provided to the Clerk to the Board, or the County Manager.

10.4 Decision. Appeals shall be decided by majority vote of the Beaufort County Board of Commissioners. The Board of Commissioners shall provide a written decision regarding the appeal which includes findings of fact, rationale for the decision, and a summary of evidence or testimony presented. The burden of providing substantial evidence or testimony is upon the person or entity who filed the appeal.

10.5 Enforcement Actions. All enforcement actions, including fines, shall be paused during the appeal process.

Section 11. Variances.

A Variance from the provisions of this Ordinance may be authorized by the Planning Board, provided that all of the following criteria are met:

...

A variance is considered a quasi-judicial development decision, and the Planning Board shall follow all mandatory quasi-judicial procedures outlined in G.S. 160D-406.

Section 12. Enforcement, Penalties, and Remedies for Violations.

12.1 Enforcement. The enforcement officer shall be the County Planner or his/her designee. The enforcement officer shall review site plans and make appropriate recommendations to the Planning Board. The enforcement officer shall also visit the SEFs regulated by this chapter as needed, and if the facility does not conform to this Ordinance shall discuss with the SEF Owner and/or SEF Operator the steps needed to bring the SEF into compliance. If these steps are not taken, the enforcement officer shall notify the SEF Owner in writing of the steps that must be taken to bring the facility into compliance.

Notice of violation shall be delivered to the SEF Owner or SEF Operator and to the landowner of the property involved, if the landowner is not the SEF Owner or SEF Operator, by personal delivery, electronic delivery, or first-class mail and may be provided by similar means to the occupant of the property or the person undertaking the work or activity. The notice of violation may be posted on the property. The person providing the notice of violation shall certify to the local government that the notice was provided, and the certificate shall be deemed conclusive in the absence of fraud.

If the SEF Owner or SEF Operator still fails to bring the facility into compliance with this Ordinance, the enforcement officer, after consultation with the County Manager, shall initiate the necessary steps to enforce the Ordinance in accordance with Section 12.2 of this Ordinance. The enforcement officer shall also assist the SEF Owners and/or SEF Operators in making plans to comply with this Ordinance.

ADDENDUM 4

Award Contract for Relocation of Soil Stockpile

Bid Tabulation

Bid/Quote Tabulation

Project: **Relocation of Soil Stockpile from Ransomville Solid Waste Collection Siteto the Beaufort County Landfill**
Date: June 25, 2021

Description: Contractor shall provide all materials, tools, machinery, labor, and supervision necessary for relocation of existing soil stockpile from Ransomville Solid Waste Collection Site (6288 NC 99 Hwy S., Belhaven, NC 27810) to the Beaufort County Landfill (1342 Hawkins Beach Road, Washington, NC 27889).

	B.E. Singleton Washington, NC	**NC Earthworks inc.** Greenville, NC	
Ransomville Sitework	$ 12,000.00	$ 6,852.00	
Landfill Sitework	$ 16,000.00	$ 9,240.00	
Contingency Allowance	$ 2,500.00	$ 2,500.00	
Unt Price per Ton to Haul Stockpile Material	$20.00	$4.50	
Provided Quantity: 1,160 tons	$ 23,200.00	$ 5,220.00	
TOTAL:	$ 53,700.00	$ 23,812.00	

Notes:

1. Staff spoke with Larry Peaden on 06/25/2021 to discuss the scope of work. NC Earthworks personnel visited the sites and they are comfortable with the requirements of the contract and the pricing provided.

2.

Beaufort County:

06/25/2021
Date

CLsmith
Signature

Beaufort County
Finance

Budget Amendment Request

Department: **Solid Waste** **Date of Request:** **7-6-21**

FY Budget: FY 21/22

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
81-0000-329900	APPROPRIATED FUND BALANCE	23,812	
81-4720-544000	CONTRACT SERVICES	23,812	

Department Justification: To appropriate fund balance to relocate the soil stockpile from the Ransomville collection site to the landfill.

If amendment deals with adding, deleting, or modifying a position, County Position No. (& State, if applicable) must be referenced.

County Position No. _____

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head		
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

14/15

ADDENDUM 5

Award Contract for Janitorial Services

Request for Proposals
Public Works

JANITORIAL SERVICES
Beaufort County, North Carolina

ISSUE DATE: Wednesday, April 21, 2021

PROPOSALS DUE : Thursday, May 6, 2021 @ 2:00 PM
132 West 2nd Street
Washington, NC 27889

CONTACT PERSONS:

Questions Regarding Proposal Package
Hollie Jones
Purchasing Agent
Email: hollie.jones@co.beaufort.nc.us

Questions Regarding the Scope of Work
Todd Taylor
Maintenance Supervisor
Email: todd.taylor@co.beaufort.nc.us

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SECTION 1 - NOTICE TO PROPOSERS

The County of Beaufort is requesting proposals from experienced vendors that provide janitorial services, including labor, supervision, materials, and equipment in order to keep the contracted buildings clean and supplied. The scope of work and all other details and requirements are included in this document.

Sealed proposals will be received by Beaufort County until **Thursday, May 6, 2021 at 2:00 pm** at the Beaufort County Financial Services Center. Any proposals received later than the specified time will not be accepted/considered. The proposal must be signed by an official authorized to bind the Contractor/Proposer and should be clearly marked ***"Proposal Enclosed, JANITORIAL SERVICES"*** on the outside of the proposal package or mail carrier envelope. The County of Beaufort assumes no responsibility for unmarked or incorrectly marked proposals.

Proposals will not be opened and read aloud. Proposals will be evaluated by staff and a tabulation will be available upon request after the contract is awarded to the successful contractor.

Beaufort County reserves the right to reject any or all proposals, waive any informality and award contracts that appear to be in its best interest. The right is reserved to hold any or all proposals for a period of ninety (90) days from the date of opening thereof.

From the date of this advertisement until the date of opening the proposals, the RFP is and will continue to be on file in the Beaufort County Financial Services Center - Purchasing Department, 132 West 2nd Street Washington, NC 27889, during regular business hours. Inquiries should be directed to Hollie Jones at the above address or hollie.jones@co.beaufort.nc.us.

Minority/Women owned businesses are encouraged to submit proposals.

SECTION 2 – INSTRUCTIONS

2.1 Schedule

Issue Date	Wednesday, April 21, 2021
Pre-Submittal Meeting	Tuesday, April 27, 2021 at 1:00 PM
Deadline for Written Questions	Monday, May 3, 2021 at 4:00 PM
RFP Due	Thursday, May 6, 2021 at 2:00 PM
Interview (if held)	TBD
Award of Contract	Tuesday, July 6, 2021
Commence Work	September 1, 2021

2.2 Instructions to Proposers

2.2.1 Proposals should be submitted as a document set in a sealed envelope clearly marked ***"Proposal Enclosed – Janitorial Services"*** and addressed to the County at the following address:

Beaufort County Government
ATTN: Hollie Jones, Purchasing Agent
Financial Services Building
132 West 2nd Street
Washington, NC 27889

2.2.2 The deadline for receipt of all proposals is Thursday, May 6, 2021 at 2:00 PM, EST. Proposals will not be publicly opened and read aloud at this time. Any proposals received after the scheduled closing time for the receipt of proposals will not be accepted.

2.2.3 No telephone, electronic, or facsimile proposals will be considered. Proposers assume the risk of the method of delivery chosen. The County assumes no responsibility for delays caused by the US Postal Service or other delivery services. Postmarking by the due date will not substitute for receipt of actual proposal. Proposals received after the time and date for closing will not be accepted.

2.2.4 A pre-submittal meeting will be held Tuesday, April 27, 2021 at 1:00 PM. The meeting will be held in the Board of Commissioners' meeting room located at 132 West 2nd Street, Washington, NC 27889. A tour of the properties listed in the RFP will be held as part of the meeting, and proposers must also attend the tour. Each attendee will be responsible for their own transportation to each of the facilities during the walkthrough. ***NOTE:*** *The informational meeting and inspection of the facilities are mandatory. Any proposals received from contractors who did not attend the pre-proposal meeting and the site inspections will be declared nonresponsive to the RFP. All prospective contractors will be required to sign in prior to the meeting and at the conclusion of the site visits.*

2.2.5 After the proposal issue date, all communications between the County and prospective proposers regarding this Request for Proposals shall be in writing. Any inquires, requests for interpretation, technical questions, clarification, or additional information shall be emailed to either hollie.jones@co.beaufort.nc.us or todd.taylor@co.beaufort.nc.us. All questions concerning this proposal shall reference the section number and page. Questions and responses affecting the specifications of the RFP will be provided by issuance of an Addendum to all known bidders. All questions shall be received no later than 4:00 P.M., EST on Monday, May 3, 2021.

2.2.6 Should a Proposer find discrepancies in, or omissions from the documents, or should he/she be in doubt as to their meaning, he/she should at once notify the County, and a written Addendum

shall be issued if necessary. The County will not be responsible for any oral instructions. Acknowledgment of any Addendum received shall be noted on the proposal in the attachment provided. In closing of a contract, any addendum issued shall become a part thereof.

2.2.7 Proposers may withdraw, or withdraw and resubmit, their proposal at any time prior to the closing time for receipt of proposals. No proposal may be withdrawn after the scheduled closing time for receipt of proposals for a period of sixty (60) days.

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

2.2.9 Any person, firm, corporation, or association submitting a proposal shall be deemed to have read and understood all the terms, conditions, and requirements in the specifications and/or scope of work.

2.2.10 Each proposal shall note whether Proposer or any individual working on the RFP have a possible conflict of interest and, if so, the nature of that potential conflict. Proposers should err on the side of disclosing potential conflicts, or situations which might have the appearance of conflict. The Beaufort County Board of Commissioners reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Proposer. The Beaufort County Board of Commissioners' determination regarding any questions of conflict of interest shall be final.

2.2.11 No more than one (1) proposal from any proposer will be considered by the County. In the event multiple proposals are submitted in violation of this provision, the County will have the right to determine which proposal will be considered, or at its sole option, reject all such multiple proposals.

2.2.12 The County may make reasonable investigations deemed necessary and proper to determine the ability of a contractor to perform the work, and the contractor shall furnish the County all information requested for this purpose.

2.3 Insurance Requirements

2.3.1 Proposer is required to carry and provide proof of the following insurance throughout the term of the contract:

2.3.1.1 General Liability Insurance: $1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.

2.3.1.2 Automobile Liability Insurance: $1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.

2.3.1.3 Worker's Compensation: Workers Compensation as required by North Carolina statue.

2.3.1.4 Janitorial Fidelity Bond: A surety registered in the state of North Carolina shall provide a bond in the amount of $75,000.00.

2.3.2 The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

BEAUFORT COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

2.3.3 Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

2.3.4 Contractor shall have no right of recovery or subrogation against Beaufort County (including its officers, agents, and employees).

2.3.5 It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.

2.3.6 Beaufort County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.

2.3.7 Notwithstanding the notification requirements of the insurer, Contractor hereby agrees to notify County's Risk Manager at 121 West 3rd Street, Washington, NC 27889, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Beaufort County, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

2.3.8 Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Beaufort County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

2.3.9 Certificate Holder shall be listed as follows: Beaufort County, Attention: Jennifer Banks, Risk Manager 121 West 3rd Street, Washington, NC 27889.

2.3.10 If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

SECTION 3 – GENERAL INFORMATION

3.1 This is not a bid. There will not be a public bid opening. Proposals will be evaluated based on, but not limited to criteria described below.

3.2 A team comprised of County staff will review and evaluate properly submitted proposals. The County reserves the right to request additional information from proposers and to request an interview if necessary. The team will evaluate all information provided in the proposals along with any additional information that may be requested or come to light during the review process. The County's final selection will be the firm which, in the County's opinion, provides the best overall interest. The County maintains the sole and exclusive right to evaluate the merits of the proposals received.

3.3 The County reserves the right to make an award without further discussion of the proposal submitted. The County shall not be bound or in any way obligated until both parties have executed a contract. The County also reserves the right to delay award of a contract or to not award a contract.

3.4 Contract Period

3.4.1 The initial term of the contract shall be from September 1, 2021 to August 31, 2024. The contract may be renewed according to the terms stated herein for two additional one-year periods.

3.4.2 The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this contract.

3.4.3 The pricing for the initial term of the contract shall not change. Any price increases for subsequent years must be submitted in writing to the Beaufort County Purchasing Department no later than one hundred twenty (120) days prior to the renewal. The Contractor shall submit a price change request to Purchasing detailing the additional services required with the associated costs.

3.4.4 If, at any time, the County determines it is in its best interest to discontinue use of these services, the County reserves the right to cancel this Agreement by giving thirty (30) days advance written notice.

SECTION 4 – SCOPE OF WORK

4.1 General Requirements

4.1.1 The purpose of this document is to define janitorial services requirements for various facilities owned and operated by Beaufort County. The objectives of the County are to secure a timely, consistent, and cost-effective janitorial contract, and to ensure clean and safe office facilities for employees and customers doing business with the County. The contractor shall provide sufficient labor hours, equipment, materials, and cleaning supplies to render County facilities clean, defined as "free of dirt, pure, spotless, sanitary, sterile, and uncontaminated". This includes timely removal of trash, dirt, dust, cobwebs, and other waste. Services provided will include daily cleaning, including labor, supervision, materials, and equipment needed to keep the contracted areas clean and supplied. It shall be understood that in addition to listed services, all tasks incidental to cleaning functions not specifically listed but normally included in general janitorial practices will also be provided.

4.1.2 No portion of the work covered by these specifications can be subcontracted or assigned without prior approval of the County. Requests to subcontract all or any portion of services required by this contract must be submitted to the County's Maintenance Supervisor at least thirty (30) days in advance of the proposed effective date of the subcontract. Contractor shall include in this written request a detailed description of how the Contractor plans to oversee the services performed by the proposed subcontractor. Contractor shall be responsible for services provided by any subcontractor as if Contractor were providing the services with its own organization. Any subcontractor who will provide services shall have successfully passed a background check prior to commencing work and background results must be presented to County prior to start of work.

4.1.3 Changes in the areas serviced and/or specifications may be necessary during the term of this contract. Changes in the contract requirements and corresponding changes in compensation may be implemented upon mutual agreement of the County and the Contractor. The County reserves the right to add or delete services at any time with 30 days written notice to vendor. If services are

requested, the vendor is required to provide a cost estimate detailing them as an attachment to the proposal along with prices, where applicable, which may be offered as an addendum for the term of this contract agreement.

4.2 Definition of Terms

4.2.1 Annual: Once per calendar year.
4.2.2 As needed: Shall be determined by the Maintenance Supervisor or his representative.
4.2.3 Buff: Remove all marks using floor machine equipment with polishing pad to maintain floor luster.
4.2.4 Carpet Extraction: Shampoo carpeting using wet extraction machine method.
4.2.5 Clean: Remove all dirt, stains, and marks with approved cleaner.
4.2.6 Daily: Work to be performed (5) days per week, Monday through Friday, excluding holidays when service need not be performed, unless otherwise noted.
4.2.7 Damp Mop: Remove all surface dirt and stains with mop and warm water containing detergent or floor cleaner as required and rinse.
4.2.8 Damp Wipe: Remove surface dirt with a clean, damp cloth.
4.2.9 Disinfect: To cleanse in order to destroy disease and germs.
4.2.10 Disinfectant: A germicidal cleaner for germ control.
4.2.11 Dust: Remove all loose dirt and debris. Specially treated cloths shall be used.
4.2.12 Monthly: Work to be completed once per calendar month.
4.2.13 Mop: Remove all surface dirt and stains with a mop and warm water containing floor cleaner or germicidal disinfectant.
4.2.14 One Day: 24 clock hours
4.2.15 Polish: Machine polish or rub with dry cloth.
4.2.16 Quarterly: Every 3 calendar months.
4.2.17 Refinish: Apply proper floor coating (wax on polish or sealer) and buff.
4.2.18 Sanitize: To cleanse free from dirt and bacteria.
4.2.19 Scrub: Remove all dirt, stains, and marks with an approved cleaner by hand or using a floor machine equipped with scrubbing pad.
4.2.20 Semi-Annually: Every six calendar months.
4.2.21 Strip: Remove all accumulation of old floor finish, all surface dirt, stains, and marks. Rinse and dry.
4.2.22 Sweep/Dust Mop: Remove all loose dirt and litter with dustless type sweeping tools on smooth concrete, tiled, and terrazzo floor; in places difficult to sweep, use hair floor brush or vacuum on other hard floors.
4.2.23 Vacuum: Remove all surface and embedded dirt, dust and debris using a commercial vacuum cleaner.
4.2.24 Wash: Remove all dirt, stains, and marks with approved cleaner; rinse and dry.
4.2.25 Wax: Apply appropriate number of coats of approved floor finish.
4.2.26 Weekly: One day per week.

4.3 Property Information

4.3.1 The following chart provides all locations that will require cleaning services. NOTE: The Vendor is responsible for verifying any square footage or other specific measurements during the Pre-Submittal Meeting.

4.3.2 Service will be performed in a variety of government locations including administrative offices, courthouse, and law enforcement centers. All unique requirements and or regulations for each location shall be strictly followed by the Vendor and its employees.

4.3.3 The provided description of each building is to be used as a guideline for the Janitorial Services contractor and does not attempt to describe every detail or feature of the facility that is to be maintained by the Janitorial Services contractor.

BUILDING	SQUARE FOOTAGE	START TIME	FREQUENCY	DESCRIPTION OF SPACE
Administrative Bldg.	3,720	5:30pm	M-F	Office Space – Break Area
121 W. 3rd St.				
Animal Shelter	5,000	5:30pm	M-F	Office Space - Clinical Space
3931 HWY 264 E.				
Courthouse	38,420	5:30pm	M-F	Basement – Office Space – Magistrate's office – ROD Storage Area – COC Storage Area
112 W. 2nd St.				1st Floor – Register of Deeds – Clerk of Courts – Courtroom- Office Space
				2nd Floor – Judges' Chambers – Courtrooms – Office Space
Courthouse Annex	9,680	5:30pm	M-F	1st Floor – Public Works Department – DA Office – Break Room
111 W. 2nd St.		5:30pm		2nd Floor – DA Office
Emergency Management	2,222	5:30pm	M-F	Office Space- Break Room
1420 Highland Dr.				
Farm Services	10,800	5:30pm	M-F	Office Space – Break Rooms
155 Airport Rd.				
Financial Service Center	8,495	5:30pm	M-F	Office Space – Break Room – Meeting Space
132 W. 2nd St.				
Health Dept.	16,654	5:30pm	M-F	Office Space – Clinical Space – Laboratory Space
1436 Highland Dr.				
Maintenance	3,040	5:30pm	M-F	Office Space - Restroom
123 W. 3rd St.				
Oakland Bldg. (BCSO)	23,940	5:30pm	M-F	Office Space – 911 Communications – Evidence Storage
210 N. Market St.				
Old Jail	4,482	5:30pm	M-F	1st Floor – Office Space
132 N. Market St.				2nd Floor – Office Space
Seaboard Bldg.	9,054	5:30pm	M-F	Office Space – Break Room
220 N. Market St.				
Tideland Bldg.	29,173	5:30PM	M-F	Office Space – Break Room – In-patient Care – Shower area
1308 Highland Dr.				**see Proposal Form for sq ft by area**
Horne Building	3,283	5:30PM	M-W-F	Office Space
227 N. Respess St.				

4.4 Work Schedule

4.4.1 Generally, janitorial services shall be provided five (5) days per week in the evening (Monday through Friday) excluding County-recognized holidays. Exhibit 1 is the Task List that shows the minimum acceptable cleaning frequencies that tasks are to be performed. The contractor shall in no way interfere with the normal work of County employees. The Port Human Services area of the Tideland building houses patients, 24 hours per day, 7 days a week. Cleaning of this area will still occur after normal business hours.

4.4.2 The following twelve (12) days are County holidays on which Contractor may need to provide service. All County facilities are dynamic due to their programmed use; and some locations will require service on holidays, and others will not. Facilities Maintenance will provide a schedule of which building will require holiday service.

New Year's Day	Labor Day
Martin Luther King's Day	Veteran's Day
Good Friday	Thanksgiving Day & Day After
Memorial Day	Christmas Eve
Independence Day	Christmas Day & Day After

4.4.3 In the event an evening meeting is being conducted in a facility, the Contractor shall be responsible for proper cleaning of the used area, provided the meeting ends by 11:00 p.m. All work shall be completed before the start of next normal business day.

4.4.4 Cleaning shall not start earlier than thirty (30) minutes after the end of normal business hours as related to each facility.

4.4.5 The Contractor, with the assistance of the County's Maintenance Supervisor, shall develop within 30 days of award of contract a schedule for semi-annual and annual services for all County Facilities. The contractor shall maintain this schedule and supply an electronic copy of this schedule to the Maintenance Supervisor. The Contractor shall provide advance notice regarding any changes to the schedule.

4.4.6 The Contractor will be required to respond to emergency situations. Contractor shall provide a 24-hour, 7 day per week on-call service phone number to handle customer service needs and emergencies after-hours.

4.4.7 Non-emergency requests for services are to be responded to within forty-eight (48) business hours.

4.5 Personnel Requirements

4.5.1 Contractor shall provide competent personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract.

4.5.2 The Contractor shall designate in writing to the County's Maintenance Supervisor, the name of the person assigned as the Contractor's Project Manager with full authority to administer the terms of this contract. The Contractor's Project Manager shall have the ability to receive information or complaints by telephone or e-mail to facilitate timely corrective actions. An answering service or answering machine shall NOT be an acceptable means of contact for the Contractor's Project Manager. The Project Manager shall be available Monday through Friday 7:30 a.m. through 5:00 p.m.

4.5.3 The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without two weeks written notice to the County. Replacement key personnel must also be fully trained prior to insertion into that job role.

4.5.4 The Contractor shall provide qualified, English speaking supervision who shall always be present during contract operations, and who shall be responsible for both conduct and workmanship. The Supervisor(s) shall be thoroughly familiar with the content of the RFP specifications and the intent of the complete agreement. The supervisor(s) shall verify the cleanliness of facilities prior to releasing personnel each day.

4.5.5 All Contractor employees shall have a current, clean background check on file for each employee who will perform work within the scope of this contract. The Contractor shall provide to the Maintenance Supervisor an accurate roster of all personnel and a copy of the background check, prior to the employee starting work. The roster shall indicate personnel by building(s) in which they are assigned to work, Changes to the roster shall be reported, in writing, to the Maintenance Supervisor within one working day. Employees terminated by the Contractor shall be reported the same day to the County's Maintenance Supervisor, unless it is after hours, then the next business morning shall be acceptable.

4.5.6 The Contractor shall provide sufficient backup staff to cover absenteeism or extend existing work force hours to compensate for absent staff. The backup staff shall adhere to the same background and security screenings as regular staff. The County reserves the right to request additional backup staff as deemed necessary.

4.5.7. Contractor shall notify the Maintenance Supervisor immediately in writing of all changes on contract personnel by submitting name and address of employee and effective date of employment or termination.

4.5.8. When in the opinion of the County, an employee constitutes a security risk, his/her employment on the contract will be denied.

4.5.9 All personnel shall be in good health and not sick. Personnel should not report to work if they are feeling ill. The Contractor shall have adequate personnel to cover contract requirements in the event of employee absence due to illness.

4.5.10 Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Contractor allow the use or presence of alcohol or drugs on the premises or in the building. Smoking shall not be permitted in any County building.

4.5.11 The Contractor's work force shall be neat and clean in appearance and shall wear a uniform, supplied by the Contractor, with the Contractor's name and/or logo permanently affixed to it. Uniforms shall consist of either a shirt with logo or a smock or vest with logo and be mutually agreed to by the Contractor and County. Closed toe and heeled shoes shall be worn.

4.5.12 Employees shall wear an identification badge with the employee's picture, name, and company name on the face of the badge. The badge must be worn at all times in plain sight, above the waist while the employee is on County property. The Contractor's employees are required to provide proper identification when requested by County or security personnel. Any employee that does not comply with this requirement shall be required to leave County facilities. There is no exception to this requirement, which is to ensure only authorized Contractor employees are in County facilities. The County will supply 25 badges per year. After 25, the Contractor is responsible for replacement and any new badges at a cost of $15.00 per badge.

4.5.13 No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol or drugs, which fails or otherwise refuses to perform the work properly and acceptable or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not reemployed on this work.

4.5.14 Contractor's employees shall be prohibited in the use or possession of the following items while working on County premises: weapons, alcohol, and/or controlled substances.

4.5.15 Employees of the Contractor shall not be assisted nor accompanied by any individual that is not an employee of the Contractor, while performing duties related to the contract. This includes friends, children, and/or other relatives.

4.5.16. County telephones shall not be used by the Contractor or its employees for personal or business reasons with the following exception(s): to report need of emergency medical aid, fire or need of law enforcement, and notification to the Beaufort County Sheriff's Office of damage as required in this contract.

4.5.17 The County requires the Contractor to remove all Contractor personnel from County property who are deemed careless, incompetent, insubordinate, objectionable, or whose continued employment on the job is deemed to be contrary to public health, safety, and welfare. If, in the opinion of the County, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on County property, or is otherwise unsatisfactory, upon County request, the Contractor shall remove that employee from all work under this contract. It is the responsibility of the Contractor to provide the proper training for their employees.

4.5.18 Incidents, altercations, or accidents involving facility visitors, vendor's employees, or County employees shall be reported to the Maintenance Supervisor in a timely manner. The Maintenance Supervisor, at his/her discretion, may require a written report from the vendor describing the incident or accident.

4.6 Care of Facilities

4.6.1 Contractor's employees shall regularly observe the general condition of all buildings and report problem areas to Contractor's supervisor. Contractor shall report all required non-emergency repairs by contacting the Maintenance Supervisor.

4.6.2. In case of emergency, Contractor's employees shall notify the County's Communication Center by dialing 911 and shall then call the Maintenance Supervisor, or his designee, immediately. The Contractor's employees shall report to emergency personnel situations such as: fire, smoke, unusual odors, broken pipes, or floods, and take appropriate safety measures.

4.6.3. Contractor's personnel shall not be allowed in County facilities outside of normal business hours unless they are performing work for the Contractor. Keys shall not be left in door locks. The Janitorial Services contractor shall be responsible for securing/locking the interior and exterior portions of the building during hours to be specified by the Maintenance Supervisor or his/her designee. All workspaces shall be locked, and the lights turned off when cleaning in each area has been completed. Security lights (as directed) shall be turned on prior to leaving the facility. Keys required by the contractor will be furnished by the County to designated contractor employee and shall be returned to the County on demand. Electronic security systems (where installed) shall be properly disarmed and armed each time after-hours access is made. All exit doors are to remain locked while the contractor is in the space. The contractor is not to block

open occupant or exterior doors for any reason. The contractor is not to assist entry of anyone except contractor, employees, or Police/Fire personnel. Close and lock any exterior windows. Contractor's personnel shall immediately report to their supervisor and County personnel, problems dealing with unauthorized or suspicious persons, conditions indicating theft, break-in, or vandalism, and building system failures.

4.6.4. The Janitorial Services contractor shall be issued building keys, where applicable, for the performance of services as specified herein. Should a lost or stolen key jeopardize the security of a particular County facility, the contractor shall be solely responsible for all costs incurred by the County in re-keying the lock system. In no case shall the Contractor make duplicates of any County keys.

4.6.5. The Contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the County, at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.

4.6.6. The Contractor shall direct their employees against the unauthorized reading and disclosing of materials and documents available in the facilities of the County and against unauthorized use of County and personal property, such as: telephones, radios, copy machines, computers, terminals, fax machines, calculators, etc., which may be in any of the County facilities. The Contractor shall be responsible to see that Contractor's employees do not disturb papers on desks, tables, or cabinets, and do not open desk drawers or cabinets. Found item(s) shall be turned in at the end of each shift to the Contractor's supervisor. The supervisor shall return the item(s) to the County's Maintenance Supervisor within twenty-four (24) hours.

4.6.7. The Janitorial Services Contractor will be responsible for all damages to the facility or contents caused by the Janitorial Services Contractor or their staff during the performance of their duties. Contractor shall report any damage or potential hazard involving facility property immediately to the Maintenance Supervisor during normal business hours, 8:00 am – 5:00 pm. An afterhours County contact list will be provided (upon award of contract). Emergencies that occur after office hours shall be reported to the 911 Communications Center.

4.6.8. The Contractor's employees shall not remove any items from the job sites except that which has been specifically authorized by the County in writing.

4.6.9. Contractor shall instruct all employees performing work within the facility to utilize methods which will maximize energy conservation. This shall include the turning on of light fixtures ONLY IN THE AREAS where work is in progress and turning off all lights when work is completed.

4.7 Training

4.7.1. Contractor shall have an ongoing training program for all staff. Contractor shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training in janitorial services.

4.7.2. Any additional or replacement staff hired throughout the life of the contract shall also complete training prior to beginning work in the County facilities. Documentation of training completion shall be submitted to the County's Maintenance Supervisor upon request.

4.7.3. The Contractor's employees shall be trained in the following areas, prior to being assigned to work under this contract:

- Proper cleaning techniques required to perform the standards of the specifications, in accordance with this contract.
- Specific location training – 911 center, Oakland Building, etc.
- Contract specification cleaning requirements. This training will be performed at each facility. Each employee shall be required to sign a copy of the specifications to acknowledge cleaning requirements by the Contractor.
- All janitorial contract personnel are also required to receive all appropriate safety training in all aspects of custodial/housekeeping operations from the janitorial company. Records to substantiate these requirements must be made available to the County within 24 hours of a request.

4.8 Safety

4.8.1 The Contractor shall adhere to all current applicable federal, state, and local laws, codes and ordinances including OSHA standards.

4.8.2 The Contractor shall submit to the County a written safety program.

4.8.3 All cleaning chemicals shall be stored at all times in properly labeled containers.

4.8.4 The Contractor shall post copies of SDS (Safety Data Sheets) for all chemicals used in each custodial closet in compliance with OSHA Hazard Communication Standard 29 CFR 1910.1200. This shall include labeling the contents of all secondary type plastic bottles or containers.

4.8.5 Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect visitors from injury.

4.9 Tools and Equipment

4.9.1 The contractor shall furnish and maintain all equipment necessary for properly maintaining the County buildings. The contractor shall provide an equipment inventory list, identifying all equipment by age and condition to provide the services required by this contract.

4.9.2 Contractor shall furnish and keep in good working order all necessary tools, equipment, and supplies, including, but not limited to, carpet cleaners, stripper and waxes, soaps, cleaners, mops, brooms, buffers, ladders, hoses, commercial-grade HEPA vacuum cleaners, cleaning rags, and all other cleaning equipment.

4.9.3 The County reserves the right to inspect equipment to be used to perform this contract. Any equipment determined to be in poor condition must be replaced immediately, at the contractor's expense.

4.9.4 Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for termination.

4.10 Materials, Supplies, Cleaning Procedures, and Storage

4.10.1 The Contractor shall provide all cleaning chemicals and equipment necessary to perform the cleaning standards of the contract. The Contractor is required to use floor care products that meet and are guaranteed by the manufacturer, to equal or surpass the test method developed by the American Society of Testing Material (ASTM) for determining the slip resistance of floor finishes (ASTM D2047).

4.10.2 All cleaning supplies and materials used in the performance of this contract shall be of good commercial quality, suitable for the purpose intended, and shall provide results necessary to provide the high standards of cleanliness required under this contract. All cleaning processes used shall meet high standards of safety and effectiveness for commercial applications in high traffic areas and shall not damage the facilities being cleaned.

4.10.3 The County shall have the right to prohibit the use of any process, material, supply, or tool which may damage County property, or which may be a risk to employees, the public, or others using County facilities.

4.10.4 All cleaning chemicals and other supplies used by the Custodial/Janitorial Services contractor must be used in accordance with all federal, state, and local laws, comply with Safety Data Sheets (SDS) standards and be used in conjunction with necessary safety equipment. Safety Data Sheets (SDS) must be on-site and available for all chemicals stored and used within a service area on the first day of the contract.

4.10.5 Contractor shall refill all restroom dispensers utilizing County supplied materials. The Contractor will be required to sign out for County supplied items. Usage of the County supplied items will be closely monitored by the County and any unauthorized usage of County supplied items by the Contractor will be grounds for immediate termination of the contract.

4.10.6 Janitorial closets used by Contractor shall be kept clean and free of debris and odor at all times. Supplies shall be stored in their proper place when they arrive. All supplies and equipment stored in any County janitorial closet shall be stored in a neat and orderly manner. Empty boxes, bottles, containers, etc. shall be properly discarded. Mop buckets shall be emptied and cleaned, and mops shall be washed out, before storing in the designated janitorial space. Mop heads shall be replaced at a minimum of once a week to prevent odors.

4.10.7 Supervisors shall submit to the Maintenance Supervisor a Daily Checklist for each building at the completion of each shift showing which tasks were completed, documenting when work was complete, and the building was secured.

4.11 County Responsibilities

4.11.1 The County's Facilities Maintenance staff will be responsible for administering this contract. Staff will inspect and approve services provided for compliance to the specifications prior to payment. Questions may be directed to the Maintenance Supervisor.

4.11.2 The Maintenance Supervisor or his designee will perform inspections of each area to ascertain compliance to the specifications. A janitorial inspection report will be communicated to the Contractor listing any deficiencies found.

4.11.3 The County shall provide, without cost to the Contractor, janitorial closets or a designated place in each building.

4.11.4 The County shall furnish all utilities including lights, power, and water to the Contractor at existing outlets.

4.11.5 The County will supply all toilet paper, paper towels, toilet seat covers, hand soap, trash can liners, and urinal screens to the Janitorial Services Contractor for all locations serviced under the contract (needed supplies may vary per location). Products supplied shall be those designed for use in installed holders. The County reserves the right to change these specifications, including

installed dispensers, throughout the life of the contract. Products will be received by County Maintenance Department and stored at the County Maintenance Shop at 123 West 3rd Street, Washington, NC 27889 and shall only be picked up by an authorized Janitorial Contractor Supervisor or representative. Use of supplies shall be tracked per building. Supplies will need to be checked out and totaled for each building. A janitorial supplies checklist must be completed by the Contractor's supervisor(s). Supplies will be under lock and key supplied to Supervisor for access. Contractor shall provide means to relocate needed supplies to appropriate buildings and store as needed. All supplies remain property of the County and may only be used at the specified site.

4.12 Performance Standards

4.12.1 The contract specifications define the minimum level of service and frequency deemed acceptable. It is intended that the Contractor will schedule his/her operations to meet or exceed these requirements. It is further intended that the Contractor shall put forth a level of effort to provide a thorough cleaning of the facilities, not merely a surface cleaning. Some examples include but are not limited to: floors shall be waxed and buffed for a gloss shine, carpeted floors shall be completely and thoroughly vacuumed, windows shall be cleaned to where all film, smudges, and streaks are removed, and the restroom facilities cleaned and polished to approach the sanitary levels of a hospital.

4.12.2 The Project Manager shall meet in conference with the County's Maintenance Supervisor or designee at a time to be agreed upon for administration of work, including review of inspection reports if requested.

4.12.3 Deficient Performance

4.12.3.1 County reserves the right to deduct from the payments due or to become due to the Contractor for deficient performance. The amount of such deductions will be based on the value and extent of the unsatisfactory work. A copy of the County inspection record for the facility, with associated deduction calculation will be furnished to the Contractor prior to a deduction being made. All work determined by the Maintenance Supervisor to be defective or deficient in any of the requirements shall be remedied by the Contractor at Contractor's expense and in a manner acceptable to the County.

4.12.3.2 The County's Maintenance Supervisor or designee shall contact the Contractor by telephone and/or email to notify them of performance issues. The County's Maintenance Supervisor shall also notify the Contractor of written complaint(s) received from building occupants.

4.12.3.3 The County shall maintain a file of incoming complaints whether they be written, oral, or by telephone. This file shall contain the date, time, building, name of the person making the complaint, phone number and time the Contractor was notified, or a copy of the notification letter and fax record.

4.12.3.4 Minor problems require correction during the next day's normal clean up, however a continuing record of minor complaints shall result in a deduction. Examples of minor problems include, but are not limited to: a trash can not emptied, a small area not vacuumed, toilet paper in one stall out, etc. Failure by the Contractor to respond to specific complaints as stated above, as well as preventing continuing occurrences of such complaints, may result in deductions of invoiced payments or termination of this contract agreement.

4.12.3.5 Major problems require immediate attention and shall be responded to and corrected within two (2) hours. Examples of major problems include, but are NOT limited to: toilets not cleaned, not stocking sufficient paper products in large areas, offices not cleaned, or trash not removed, etc. The County's Maintenance Supervisor or designee shall have authority to classify a complaint as major or minor.

4.12.3.6 Failure to clean an entire building or site shall result in a separate deduction for nonperformance. In the event the contractor does not complete all of the required nightly, weekly, or monthly services as scheduled and outlined in the specifications, the Contractor will be required to make corrections of all discrepancies at a mutually agreed upon schedule. After three (3) occurrences of nonperformance within a 12-month period, the County, at its discretion, may begin default proceedings. The Contractor, to handle an instance of nonperformance, shall send personnel to the missed site within two hours of notification of an event of nonperformance for immediate servicing of that location. However, this shall not relieve the Contractor of being charged the deductions or this counting towards the three occurrences. If the Contractor does not respond in two hours, the Maintenance Supervisor may exercise the County's right to begin proceedings to terminate for default.

4.12.3.7 Failure of the Contractor to appear on any scheduled workday without the advance approval of the Maintenance Supervisor, or his designee, shall result in the deduction of the total daily cost for that location.

SECTION 5 – GENERAL CONDITIONS

5.1 Proposers may find instances where they take exception with certain requirements or specifications of the Request for Quotes. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the Owner, and a description of the advantage to be gained or disadvantages to be incurred by the Owner as a result of these exceptions. All exceptions shall be noted on ATTACHMENT B – Proposal Form.

5.2 The Proposer represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the Owner (County of Beaufort). Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the County of Beaufort, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. The Proposer shall further understand that the (Owner) County of Beaufort cannot save and hold harmless and/or indemnify the Proposer and/or the Proposers employees against any liability incurred or arising as a result of any activity of the Proposer or any activity of the Proposers employees performed in connection with the contract.

5.3 The Proposer represents and warrants to the Owner that the Proposer has or shall secure at its own expense prior to the commencement of services hereunder, all necessary personnel required to perform the services under this contract. All services required of Contractor hereunder shall be performed by Contractor, or under its supervision, and all personnel engaged in performing such services shall be fully qualified, and if necessary, authorized under applicable law to perform such services. The Contractor represents and warrants to the Owner that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor shall remove from the work described in this Contract any person the Owner deems to be incompetent, careless, or otherwise objectionable.

5.4 The Owner reserves the right to reject any and all proposals, to waive minor irregularities in the evaluation process and to request clarification of, or additional information from any Proposer. The Owner also reserves the right to further negotiate minor modifications with the successful Proposer upon completion of the evaluation process prior to the execution of a final contract. The Owner is not obligated to enter into a contract on the basis of any proposal submitted in response to this document, is under no obligation to award this project to the Proposer having the lowest fee estimate and reserves the right to award a contract deemed most advantageous for the Owner.

5.5 Prior to the final selection, Proposers may be required to submit additional information which the Owner may deem necessary to further evaluate the Proposer's qualifications.

5.6 Termination Clauses

5.6.1 Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted. The Beaufort County Manager is authorized to terminate this contract on behalf of the Owner.

5.6.1.1 Termination for Convenience: The County may terminate this Contract for convenience at any time in which case the parties shall negotiate reasonable termination costs.

5.6.1.2 Termination for Cause: In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

5.6.1.3 Termination Due to Unavailability of Funds: Contractor acknowledges that Beaufort County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Beaufort County's obligations under this contract, then this contract shall automatically expire without penalty to Beaufort County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Beaufort County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Beaufort County's statutory authority, mandate, and mandated functions, by state and federal legislative or regulatory action, which adversely affects Beaufort County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Beaufort County upon written notice to Contractor of such limitation or change in Beaufort County's legal authority.

5.7 If there is a default event or series of events caused by the Contractor, the County shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the County's written notice to the Contractor, typically by email. If the breach or noncompliance is not remedied within the period of time specified in the written notice, or if more than 3 notices for the same issue are sent, the County may:

- Immediately terminate the Contract without additional written notice; and/or
- Procure Services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
- Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

5.8 All payments under the contract resulting from the RFP shall be made only for services requested and approved by the Owner.

5.9 The Contractor shall promptly correct all Work rejected by the Owner as failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work.

5.10 Payment Procedures – Contractor shall invoice Owner monthly, after work is complete. Payments will be made net thirty days.

5.11 The Contract pursuant to this RFP shall not be assigned to another party without the advance written consent of the Owner.

5.12 No waiver, alterations, consent, or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Owner or his/her designee.

5.13 It is the Contractor's responsibility to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state, and local laws, ordinances, rules, and regulations, for proper execution and completion of the Work under the Contract.

5.14 The Contract shall be deemed to be under and shall be governed by, and construed according to, the laws of North Carolina.

5.15 Any litigation arising out of the Contract shall be had in the Courts of Beaufort County, North Carolina.

5.16 The proposer hereby certifies that the Contract made pursuant to this RFP is made without prior understanding or agreement with any corporation, firm or person who submitted proposal for the Work covered by the Contract and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into the Contract and to execute same on behalf of the Contractor as the act of the said Contractor.

5.17 The Contract, including the RFP, the proposer's responses, any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of the Contract shall be deemed to exist or to bind either party hereto.

5.18 The County of Beaufort does not discriminate on the basis of race, color, sex, age, national origin, religion, sexual orientation, marital status, genetic identification, political affiliation, or disability in matters affecting employment, or in providing access to programs to employees or in the provisions of goods and services.

5.19 Upon award of Contract, Contractor shall schedule Work with the Beaufort County Maintenance Supervisor.

SECTION 5 – EXHIBITS

EXHIBIT 1 – TASK LIST

Daily General Cleaning:

Daily tasks must be performed each day, Monday through Friday, except County observed holidays. The daily Janitorial Checklist must be completed daily and returned to the Maintenance Supervisor. **(Exhibit 2)**

1. Empty trash cans by replacing plastic liners. Cans are to be washed, if needed.
2. Remove all materials marked with the word "trash".
3. Deposit all waste in dumpster or other designated container.
4. Dust and damp wipe all interior and horizontal surfaces.
5. Sweep and mop all uncarpeted floors and mats (including hallways, offices, and entrance areas). All floors must be kept clean, including stain and spot removal.
6. Vacuum all carpeted areas. Loose paper, pins, clips, and other trash shall be removed. Spot clean carpet as needed.
7. Clean and sanitize all chrome fixtures, including drinking fountains and door hardware.
8. Clean entry area windows and doors, internal and external.
9. Sweep outside entrances to sidewalk.
10. Clean up trash, paper, and litter inside and around the outside of building including the parking lot(s).
11. Wash and/or dust and spot clean walls, woodwork, switch plates, ledges, fire extinguishers and other areas exposed to dust, smudges, and scrapes.

Daily Restroom Cleaning

1. Replenish all restroom supplies.
2. Sweep and mop bathroom floors with a disinfectant cleaner.
3. Wash and sanitize toilets, seats, and urinals.
4. Clean and sanitize all sinks and countertops.
5. Damp wipe and polish all chrome surfaces and mirrors.
6. Wipe and sanitize all door hardware.
7. Dust all ledges, grills, and partitions to keep dust free and clean.
8. Clean and sanitize restroom walls, partitions, and shower walls/doors/curtains/mats.
9. Empty all waste cans by replacing plastic liners. Cans/disposal containers must be cleaned thoroughly.
10. Deposit all waste in dumpster or other designated container.

Weekly:

1. Dust and wipe railings, banisters, window sills, pictures on walls, and everything below 80" using a treated cloth.
2. Clean out and disinfect restroom floor drains.
3. Thoroughly clean, sanitize, and disinfect restroom floors.
4. Clean door kick plates.

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Monthly:

1. Clean cove base/baseboards.
2. Clean all outside lights – remove cobwebs from lens covers and lamp housings.
3. Vacuum upholstered chair surfaces and dust chair legs.
4. Dust tables and legs of tables.
5. Dust vertical/horizontal blinds using a treated cloth.
6. Clean restroom walls and doors.
7. Re-stock deodorizers

Quarterly:

1. High dusting and vacuuming to remove dust, dirt, and cobwebs from vents, corners, and ledges.
2. Clean cubicle walls/furniture.
3. Clean all real woodwork.
4. Clean all interior glass.

Semi-Annually:

1. Vacuum/dust/clean all vents/supplies/returns on walls and ceilings.
2. Strip, re-wax and buff all tile and linoleum floors.
3. Shampoo or steam clean all carpet.
4. Wash and dry all interior and exterior glass windows and doors.
5. Clean and sanitize shower walls/doors/curtains/mats.

Annually:

1. Strip, re-wax and buff all tile and linoleum floors.
2. Steam and sanitize all tile rest room floors.
3. Shampoo or steam clean all carpet.
4. Wash and dry all interior and exterior glass windows and doors.
5. Clean all interior electrical lights and related equipment.
6. Vacuum all mechanical rooms.

EXHIBIT 2 – DAILY JANITORIAL CHECKLIST

Building: _____ **Date:** _____

Each category of service should be checked off as it is performed. If your answer to any item in a category service is "No", explain why the service was not performed in the comment section.

General Areas

Yes	No	
____	____	Empty trash cans by replacing plastic liners. Cans are to be washed, if needed.
____	____	Remove all materials marked with the word "trash".
____	____	Deposit all waste in dumpster or other designated container.
____	____	Dust and damp wipe all interior and horizontal surfaces.
____	____	Sweep and mop all uncarpeted floors and mats.
____	____	Vacuum all carpeted areas.
____	____	Clean and shine all chrome fixtures, including drinking fountains and door hardware.
____	____	Clean entry area windows and doors, internal and external.
____	____	Sweep outside entrances to sidewalk.
____	____	Clean up trash, paper, and litter inside and around the outside of building including the parking lot(s).
____	____	Wash and/or dust and spot clean walls, woodwork, switch plates, ledges, fire extinguishers and other areas exposed to dust, smudges, and scrapes.

Restrooms

Yes	No	
____	____	Replenish all restroom supplies.
____	____	Sweep and mop bathroom floors with a disinfectant cleaner.
____	____	Wash and sanitize toilets, seats, and urinals.
____	____	Clean and sanitize all sinks and countertops.
____	____	Damp wipe and polish all chrome surfaces and mirrors.
____	____	Wipe and sanitize all door hardware.
____	____	Dust all ledges, grills, and partitions to keep dust free and clean.
____	____	Clean and sanitize restroom walls, partitions, and shower walls/doors/curtains/mats (if applicable).
____	____	Empty all waste cans by replacing plastic liners. Cans/disposal containers must be cleaned thoroughly.
____	____	Deposit all waste in dumpster or other designated container.

Comments:

_____

_____

_____

Signature: _____ **Date:** _____

SECTION 7 – PROPOSAL FORMS

Attachment A

CHECKLIST

The first FOUR (4) attachments listed below, provided herein, must be executed by ALL PROPOSERS and submitted at due date and time. Not submitting these attachments at time of due date and time may deem your quote as non-responsive.

- ☐ PROPOSAL FORM (Attachment B)
- ☐ STATEMENT OF QUALIFICATIONS (Attachment C)
- ☐ CLIENT REFERENCE (Attachment D)
- ☐ NONCOLLUSION AFFIDAVIT (Attachment E)

Attachment B

PROPOSAL FORM

DUE DATE/TIME: Thursday, May 6, 2021 at 2:00 pm

To: **Beaufort County**
Purchasing Department

From: _____
Vendor Name

1. Response

The undersigned hereby certifies that he/she has read the requirements and specifications for providing janitorial services in accordance with Beaufort County's Request for Proposal; thoroughly understands the same; and proposes to meet or exceed the specifications.

2. Exceptions

Except as noted below, the undersigned hereby agrees to comply with all the terms and conditions put forth in the County's Request for Proposal.

☐ No Exceptions

☐ Exceptions:

_____
_____
_____

3. Technical competence, Experience, & Business Operations (*additional pages may be used*)

- Brief history of company:

- Industry experience & size of past and current accounts:

- Describe hiring practices and staff development programs:

- Names & experience of proposed on-site supervisors:

- Size and depth of staffing plan:

- Equipment to be provided and used (model & age):

- Chemicals to be provided and used:

4. Contract Amount

Vendors shall provide Turnkey, Firm Fixed Pricing for which the vendor intends to service. The Firm Fixed price shall be inclusive of labor, tools, equipment, materials, supplies, transportation, general and administrative overhead, and profit needed to provide service in total compliance with the services required per the RFP.

Item #	DESCRIPTION	UNIT COST PER MONTH	ANNUAL COST
1	Administrative Building	$	$
2	Animal Shelter	$	$
3	Courthouse	$	$
4	Courthouse Annex	$	$
5	Emergency Management	$	$
6	Farm Services	$	$
7	Financial Service Center	$	$
8	Health Department	$	$
9	Maintenance Shop	$	$
10	Oakland Building	$	$
11	Old Jail	$	$
12	Seaboard Building	$	$
13	Tideland – Outpatient(4,550 sq. ft.)	$	$
14	Tideland - Central Area(19,805 sq. ft.)	$	$
15	Tideland - Port Human Services(4,818 sq. ft.)	$	$
16	Horne Building	$	$
	TOTAL	$	$
	Carpet Cleaning (per SF)		$

5. Acknowledgement of Amendments

Failure to acknowledge receipt of all amendments may cause the proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each amendment must be clearly established and included with the proposal.

The undersigned acknowledges receipt of the following amendments to the documents:

Amendment No. _____, Dated _____

Amendment No. _____, Dated _____

Amendment No. _____, Dated _____

6. Subcontractor Use

I [☐ do ☐ do not] propose to subcontract some work on this project. I propose to sub-contract work to the following subcontractors:

NAME & ADDRESS	TYPE OF WORK

Vendor Name: _____

Address: _____

_____

Signature of Authorized Representative: _____

Title: _____

Phone Number: _____

Date: _____ SEAL

[redacted]

Attachment C

STATEMENT OF QUALIFICATIONS

1. Name and Address:

_____

_____

_____

2. Contact Person for this Project: _____

Phone No: _____

Email address: _____

3. Number of years the Vendor has been engaged in the janitorial/cleaning business under the present firm name, as indicated above: _____

4. Company Federal ID#. _____

Attachment D

CLIENT REFERENCE

Reference #1

Company Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

Reference #2

Company Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

Reference #3

Company Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

Attachment E

ANTI-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

_____, being first duly sworn deposes and says that:

1. He/she is the _____(title) of _____ (company name);

2. He/She is fully informed respecting the preparation and contents of the attached response and of all pertinent circumstances respecting such response;

3. Such bid is genuine and is not collusive or sham response;

4. Neither the said responder, nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affiant, has in any way collude, conspired, connived or agreed, directly or indirectly, with any other responder firm or person to submit collusive or sham response in connection with the contract for which the attached response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached response, if applicable, or of any other responders , to fix any overhead, profit, or cost element of the response price, if applicable, of any other responder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Beaufort County, or any person interested in the proposed contract; and

5. The price or prices quoted in the attached response are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the responder or any of its agents, representatives, owners, employees, or parties, in interest, including this affiant.

_____ (SEAL)

_____(TITLE)

Subscribed and sworn to before me,
this the _____ day of _____, 20_____.

Notary Public _____

County of _____, NC

My Commission expires _____ (SEAL)

Beaufort County, North Carolina
Department of Public Works
Facilities Maintenance Division
123 West 3rd Street | Washington, North Carolina | 27889
Phone (252) 946-9624 | co.beaufort.nc.us

Addendum #1

Issue Date: April 30, 2021

RFP FM-FY21-002 Janitorial Services

Pursuant to Section 2.2.5 of the aforementioned Request for Proposals, this addendum is being issued to provide clarification to specifications of the bid following questions from potential bidders. The Proposer must acknowledge receipt of this addendum on its Proposal Form (Attachment E) for the Proposal to be deemed acceptable. No consideration will be allowed due to any potential Proposer not being aware of or familiar with this addendum. This addendum shall form part of the RFP and is to be read, interpreted, and coordinated with all other parts.

The Purpose of this Addendum is to provide the following information:

1. Meeting minutes from the pre-submittal meeting have been provided as **Attachment 1.**
2. A discrepancy was found in the RFP document. The Notice to Proposers references 90 days before a proposal can be withdrawn following the closing time and Section 2.2.7 references 60 days. As discussed during the Pre-Submittal meeting, 60 days will be the correct timeframe.
3. The Detention Center located in the basement of the Courthouse is NOT included in the contract. However, the breezeway to the rear entrance of the Detention Center is included.
4. Cleaning of 2nd and 3rd floor windows of the Oakland Building/Sheriff's Office is EXCLUDED from the contract.
5. Substitute the following definition for Section 4.2.4:
   "Carpet Cleaning: Clean carpet and hot water extract using a high-pressure extraction system."
6. Several changes have been made to the Property Information chart in Section 4.3. Please see **Attachment 2** for the updated chart. Changes have been highlighted.
7. Cleaning of mechanical rooms has been removed from the Annual Section of the Task List. The Contractor will not be responsible for cleaning mechanical rooms except for janitorial areas within mechanical rooms.
8. Answers to questions asked during the meeting and tour are provided below:
   a. Q: *Items are duplicated in the Semi-Annually and Annually sections of the Task List. Can you please clarify?*

      A: Please reference **Attachment 3** for an updated task list.

- CONTINUED ON NEXT PAGE -

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b. Q: *Is the Daily Janitorial Checklist to be signed by the supervisor?*

   A: Yes, the supervisor will be required to sign the Daily Janitorial Checklist as they shall "verify the cleanliness of facilities prior to releasing personnel each day", per section 4.5.4. Please see **Attachment 4** for an updated Daily Janitorial Checklist.

c. Q: *Can you share the process for getting consumable products?*

   A: Please reference Section 4.11.5. One clarification is that the supervisor will have key access for the supplies to be obtained after business hours.

d. Q: *Do you have to use a specific background check service?*

   A: No.

e. Q: *Does a background check have to be statewide or nationwide?*

   A: A nationwide background check will be required.

f. Q: *Would the contractor be responsible for Chlorox 360 machine use following suspected COVID-19 cases?*

   A: No. This task will be handled by county personnel.

g. Q: *How often are the Courthouse stairwells to be cleaned?*

   A: The Courthouse stairwells shall be vacuumed and dusted monthly.

h. Q: *What are the requirements for cleaning in kitchen/breakroom areas?*

   A: Countertops, tabletops, chairs, sinks, and the exteriors of microwaves, ovens, and refrigerators shall be cleaned daily. This item has been added to the updated Task List (**Attachment 3**) and the updated Daily Janitorial Checklist (**Attachment 4**).

- CONTNUED ON NEXT PAGE -

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Facilities Maintenance Division

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i. *Q: What are the special requirements for clinical space at the Health Department and Animal Shelter?*

A: The statement about special requirements was intended to emphasize that the spaces were different than general office spaces found in most county buildings. It was not intended to mean that there are special specific cleaning requirements. However, the Contractor should evaluate the space to determine if additional PPE is required due to potential exposure to bodily fluids, bloodborne pathogens, etc.

9. Pictures following installation of the glass storefront at the main entrance to the courthouse will not be available prior to the proposal due date. A picture of the plans is provided as **Attachment 5.**
10. The following items were discussed during the meeting or tour and will be provided in an additional addendum once ready:
    a. Background check procedures for employees working in high security areas.
    b. Building floor plans, as available, and breakdown of flooring types.
    c. How often are patient rooms in PORT Human Services cleaned?
    d. A picture of the kitchen/breakroom area in the Courthouse Annex building.

- END OF ADDENDUM -

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RFP FM-FY21-002
Janitorial Services

Pre-Submittal Meeting Minutes
April 27, 2021 – 1:00 PM

Attendees:
See attached sign-in sheets.

A) Welcome

1) Christina Smith welcomed all contractors to the mandatory pre-bid meeting for the Janitorial Services RFP.
2) Christina introduced herself, Todd Taylor, and West Overman. She gave their titles, roles, and responsibilities regarding the RFP.

B) Sign-In Sheets

1) Sign-in Sheets was passed for all attendees to sign. All present were asked to sign as the meeting minutes and future Addenda will be distributed via the e-mail addresses given.
2) Attendees were reminded that following the tour of the facilities, all attendees will need to sign out on the same sheet.

C) General Project Description

1) Christina Smith gave an overall review of the Janitorial Services contract. Beaufort County issued an RFP for a single qualified contractor to provide comprehensive janitorial services for all of the County building. The purpose of the meeting today is to review the requirements in the RFP document and to ensure that the County and the contractors have a clear understanding of the scope of work and the expectations of the County.

D) Schedule for Today

1) Christina will review the RFP document and highlight a few items throughout the document. Contractors may ask questions as the document is reviewed.
2) After review of document, the group will have a walk-thru of the buildings. We will visit Courthouse first due to court starting back at 2PM.
3) Due to COVID concerns, the tour will consist of mostly public areas, break areas, and selected office areas, or any areas that are different from the "normal office space".

E) Review of Request for Proposal Document

1) Proposal due by Thursday, May 6, 2021 at 2:00 PM.
2) Note the address on page 4 if proposals are mailed.

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3) After the completion of today's meeting, all questions must be submitted in writing to the e-mail address listed in the RFP document. Responses will then be distributed to all parties present at the meeting to ensure fairness.
4) If discrepancies are found in the RFP or if contractor finds something that just doesn't look correct that may be an error, contact County via e-mail.
5) Proposals may not be withdrawn for (60) days after bid.
6) No more than (1) proposal may be submitted by a single firm.
7) Note Insurance Requirements on page 5 and 6.
8) Section 3 – This is NOT a bid. Proposals will be reviewed by a team of staff and will be judged on a combination of price, qualifications, past experience, company policies/procedures/equipment, and references.
9) Contract period will be September 1, 2021 – August 31, 2024 with option to renew. Award of contract must be approved by Board of Commissioners.
10) Janitorial Contractor shall provide commercial quality janitorial services using commercial chemicals and equipment to provide clean facilities.
11) Contract cannot be assigned to another company without County approval. Subcontracted work must be approved by County prior.
12) Definition of Terms is provided so that County and Contractor are speaking the "same language".
13) Generally reviewed the use and occupancy of each building listed in the table on page 9.
14) Contractor shall provide capable competent personnel trained to complete the required tasks.
15) English-speaking supervisor shall be on-site at all times.
16) Background checks shall be performed on all employees and results shall be provided to County prior to start of work.
17) Additional staff shall be approved to fill in for call in sick or no shows.
18) All personnel should be in good health and NOT sick.
19) Janitorial staff shall wear a uniform that identifies them – smock or shirt with logo. This is to identify the person so there is no question that they have authority to be in the building.
20) Employee badges will be issued to the contractor as referenced in the RFP. Badges provide door access to some buildings. This will be discussed at length with the successful contractor.
21) Janitorial Staff shall take care of all County facilities. Doors shall not be block open.
22) Janitorial contractor shall train staff on appropriate means and methods. Certain areas such as BCSO and DA's office may have special requirements.

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23) Safety is very important. SDS shall be in all buildings. Staff shall be trained on use of all chemicals and tools.

24) Tools and equipment shall be commercial grade.

25) County will provide janitorial supplies as listed in RFP. Janitorial contractor will pick up from Maintenance shop and transport to appropriate building.

26) Janitorial contractor must complete and provide Daily Checklist for each Building to Maintenance Supervisor. How this will be done is not finalized.

27) Exhibit 1 shows the frequency of cleaning tasks. Addendum will address discrepancy regarding frequency of stripping/waxing floors.

28) Daily Janitorial Checklist – will Supervisor be required to sign? Undetermined at the moment.

29) Technical Competence page – additional pages or space can be used, if needed.

30) Don't forget to acknowledge ALL addendum.

31) Anti-Collusion Affidavit, remember to sign and include with proposal.

F) Facilities Tour

1) All parties visited the Courthouse, Courthouse Annex, Old Jail, Seaboard, Oakland, Administration, Horne, FSC.

2) Re-grouped in Commissioner's Room. Adjourned until 3:20pm.

3) Met at 3:20pm at Tideland. Eleven participants. Toured Tideland, Health Dept., Emergency Management, Animal Shelter, and Farm Services. Completed tour at 5:00pm. All present parties signed out.

Attachments:

1. Sign-in Sheets

RFP FM-FY21-002
Janitoral Services

Pre-Submittal Meeting and Property Tour

04/27/21

Print Name	Company	Email	Phone	Sign Out
Mary-Barnes	CC B S	mary20.crystaljackson janitoring service.com	252-947-3092	Mary Barnes
Yvonne Miranda	CC B S	jmorales130 ymail.com	252-320-1749	Yvonne Miranda
Ayel Gonzalez	CC B S		787 9614436	Ayel Gonzalez
Mark Thompson	American Security Services	MrThompson@Amsecurity.com	770-318-4298	
Brian Crutchfield	Service Master	BRIAN@SMWAKE.com	919-981-6553	
Sammy Hodges	Coastal Carpet Cleaning Inc	Sammyhodges@Rocketmail.com	252-945-7594	Sammy Hodges
Donell Rhone	Coastal Carpet Cleaning Inc	"	"	

04/27/21

Pre-Submittal Meeting and Property Tour

RFP FM-FY21-002
Janitoral Services

Print Name	Company	Email	Phone	Sign Out
John Coward	ECUC	JCoward@ecuinc.com	252-341-5882	
Terry Powers	Jani-King	jpowers@janitorialnow.com	252-565-3282	
Dexter Hodges	Jani King	dhodges@janikingofeastnc.com	(911) 695-1251	
Terry Graham	EZ Janitorial	ezjanitorialservices2@gmail	252-320-4646	4:57 pm
~~Tyrone Wilson~~	~~Wilson Cleaning~~		~~252-945-7667~~	Never present w/o -cla
Demika Cherry	Next Level Cleaning Svcs	services@nextlevelcomp-nc.org	252-228-5285	
Kimberly Rodriguez	Never Worry	K_artis80neverworryd.com	252 698 2722	Left following downtown campus tour w/o -cla

Attachment #2 – Updated Property Information Chart

BUILDING	SQUARE FOOTAGE	START TIME	FREQUENCY	DESCRIPTION OF SPACE
Administrative Bldg.	3,720	5:30pm	M-F	Office Space – Break Area
121 W. 3rd St.				
Animal Shelter	5,000	5:30pm	M-F	Office Space - Clinical Space
3931 HWY 264 E.				
Courthouse	38,420	5:30pm	M-F	Basement – Office Space – Magistrate's office – ROD Storage Area – COC Storage Area
112 W. 2nd St.				1st Floor – Register of Deeds – Clerk of Courts – Courtroom- Office Space
				2nd Floor – Judges' Chambers – Courtrooms – Office Space
Courthouse Annex	9,680	5:30pm	M-F	1st Floor – Public Works Department – DA Office – Break Room
111 W. 2nd St.		5:30pm		2nd Floor – DA Office
Emergency Management	2,222	5:30pm	M-F	Office Space- Break Room
1420 Highland Dr.				
Farm Services	10,800	5:30pm	M-F	Office Space – Break Rooms
155 Airport Rd.				
Financial Service Center	8,495	5:30pm	M-F	Office Space – Break Room – Meeting Space
132 W. 2nd St.				
Health Dept.	16,654	5:30pm	M-F	Office Space – Clinical Space – Laboratory Space
1436 Highland Dr.				
Maintenance	36	5:30pm	M-F	Restroom ONLY
123 W. 3rd St.				
Oakland Bldg. (BCSO)	7,980	5:30pm	M-F	First floor only - Office Space – 911 Communications – Evidence Storage
210 N. Market St.				
Old Jail	4,482	5:30pm	M-F	1st Floor – Office Space
132 N. Market St.				2nd Floor – Office Space
Seaboard Bldg.	9,054	5:30pm	M-F	Office Space – Break Room
220 N. Market St.				
Tideland Bldg.	29,173	5:30PM	M-F	Office Space – Break Room – In-patient Care – Shower area
1308 Highland Dr.				**see Proposal Form for sq ft by area**
Horne Building	3,283	5:30PM	M-W-F	Office Space
227 N. Respess St.				

EXHIBIT 1 – TASK LIST

Daily General Cleaning:

Daily tasks must be performed each day, Monday through Friday, except County observed holidays. The daily Janitorial Checklist must be completed daily and returned to the Maintenance Supervisor. **(Exhibit 2)**

1. Empty trash cans by replacing plastic liners. Cans are to be washed, if needed.
2. Remove all materials marked with the word "trash".
3. Deposit all waste in dumpster or other designated container.
4. Dust and damp wipe all interior and horizontal surfaces.
5. Sweep and mop all uncarpeted floors and mats (including hallways, offices, and entrance areas). All floors must be kept clean, including stain and spot removal.
6. Vacuum all carpeted areas. Loose paper, pins, clips, and other trash shall be removed. Spot clean carpet as needed.
7. Clean and sanitize all chrome fixtures, including drinking fountains and door hardware.
8. Clean entry area windows and doors, internal and external.
9. Sweep outside entrances to sidewalk.
10. Clean up trash, paper, and litter inside and around the outside of building including the parking lot(s).
11. Wash and/or dust and spot clean walls, woodwork, switch plates, ledges, fire extinguishers and other areas exposed to dust, smudges, and scrapes.
12. Clean and sanitize kitchen/breakroom countertops, tabletops, chairs, sinks, and exterior of microwaves, stoves, and refrigerators.

Daily Restroom Cleaning

1. Replenish all restroom supplies.
2. Sweep and mop bathroom floors with a disinfectant cleaner.
3. Wash and sanitize toilets, seats, and urinals.
4. Clean and sanitize all sinks and countertops.
5. Damp wipe and polish all chrome surfaces and mirrors.
6. Wipe and sanitize all door hardware.
7. Dust all ledges, grills, and partitions to keep dust free and clean.
8. Clean and sanitize restroom walls, partitions, and shower walls/doors/curtains/mats.
9. Empty all waste cans by replacing plastic liners. Cans/disposal containers must be cleaned thoroughly.
10. Deposit all waste in dumpster or other designated container.

Weekly:

1. Dust and wipe railings, banisters, window sills, pictures on walls, and everything below 80" using a treated cloth.
2. Clean out and disinfect restroom floor drains.
3. Thoroughly clean, sanitize, and disinfect restroom floors.
4. Clean door kick plates.

CONTINUED ON NEXT PAGE

Attachment #3 – Updated Task List

Monthly:

1. Clean cove base/baseboards.
2. Clean all outside lights – remove cobwebs from lens covers and lamp housings.
3. Vacuum upholstered chair surfaces and dust chair legs.
4. Dust tables and legs of tables.
5. Dust vertical/horizontal blinds using a treated cloth.
6. Clean restroom walls and doors.
7. Re-stock deodorizers
8. Vacuum and dust Courthouse stairwells.

Quarterly:

1. High dusting and vacuuming to remove dust, dirt, and cobwebs from vents, corners, and ledges.
2. Clean cubicle walls/furniture.
3. Clean all real woodwork.
4. Clean all interior glass.

Semi-Annually:

1. Vacuum/dust/clean all vents/supplies/returns on walls and ceilings.
2. Buff all uncarpeted floors.
3. Clean and sanitize shower walls/doors/curtains/mats.

Annually:

1. Strip, re-wax and buff all uncarpeted floors.
2. Steam and sanitize all tile rest room floors.
3. Shampoo or steam clean all carpet.
4. Wash and dry all interior and exterior glass windows and doors.
5. Clean all interior electrical lights and related equipment.

Attachment #4 – Updated Daily Janitorial Checklist

EXHIBIT 2 – DAILY JANITORIAL CHECKLIST

Building: _____ **Date:** _____

Each category of service should be checked off as it is performed. If your answer to any item in a category service is "No", explain why the service was not performed in the comment section.

General Areas

Yes	No	
____	____	Empty trash cans by replacing plastic liners. Cans are to be washed, if needed.
____	____	Remove all materials marked with the word "trash".
____	____	Deposit all waste in dumpster or other designated container.
____	____	Dust and damp wipe all interior and horizontal surfaces.
____	____	Sweep and mop all uncarpeted floors and mats.
____	____	Vacuum all carpeted areas.
____	____	Clean and shine all chrome fixtures, including drinking fountains and door hardware.
____	____	Clean entry area windows and doors, internal and external.
____	____	Sweep outside entrances to sidewalk.
____	____	Clean up trash, paper, and litter inside and around the outside of building including the parking lot(s).
____	____	Wash and/or dust and spot clean walls, woodwork, switch plates, ledges, fire extinguishers and other areas exposed to dust, smudges, and scrapes.
____	____	Clean and sanitize kitchen/breakroom countertops, tabletops, chairs, sinks, and exterior of microwaves, stoves, refrigerators.

Restrooms

Yes	No	
____	____	Replenish all restroom supplies.
____	____	Sweep and mop bathroom floors with a disinfectant cleaner.
____	____	Wash and sanitize toilets, seats, and urinals.
____	____	Clean and sanitize all sinks and countertops.
____	____	Damp wipe and polish all chrome surfaces and mirrors.
____	____	Wipe and sanitize all door hardware.
____	____	Dust all ledges, grills, and partitions to keep dust free and clean.
____	____	Clean and sanitize restroom walls, partitions, and shower walls/doors/curtains/mats (if applicable).
____	____	Empty all waste cans by replacing plastic liners. Cans/disposal containers must be cleaned thoroughly.
____	____	Deposit all waste in dumpster or other designated container.

Comments: _____

_____

_____

Signature: _____ **Supervisor:** _____

SECOND STREET
RENOVATED FRONT DOOR ELEVATION

Beaufort County, North Carolina
Department of Public Works
Facilities Maintenance Division

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Addendum #2

Issue Date: May 3, 2021

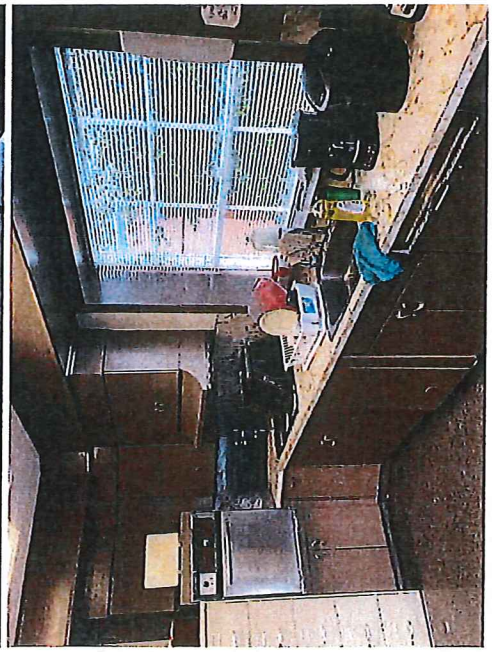
RFP FM-FY21-002 Janitorial Services

Pursuant to Section 2.2.5 of the aforementioned Request for Proposals, this addendum is being issued to provide clarification to specifications of the bid following questions from potential bidders. The Proposer must acknowledge receipt of this addendum on its Proposal Form (Attachment E) for the Proposal to be deemed acceptable. No consideration will be allowed due to any potential Proposer not being aware of or familiar with this addendum. This addendum shall form part of the RFP and is to be read, interpreted, and coordinated with all other parts.

The Purpose of this Addendum is to provide the following information:

1. Floor plans (as available) and floor type breakdowns are included as **Attachment 1.**
2. **The deadline for questions has been extended to May 4, 2021 at 2:00 PM.**
3. Tideland Building – PORT Human Services will be cleaned 7 days per week.
4. No further background check requirements beyond those stated in the RFP and Addendum #1 are needed at this time.
5. Pictures of the kitchen/breakroom area of the Courthouse Annex building are provided in **Attachment 2.**

- END OF ADDENDUM -



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Addendum #3

Issue Date: May 4, 2021

RFP FM-FY21-002 Janitorial Services

Pursuant to Section 2.2.5 of the aforementioned Request for Proposals, this addendum is being issued to provide clarification to specifications of the bid following questions from potential bidders. The Proposer must acknowledge receipt of this addendum on its Proposal Form (Attachment E) for the Proposal to be deemed acceptable. No consideration will be allowed due to any potential Proposer not being aware of or familiar with this addendum. This addendum shall form part of the RFP and is to be read, interpreted, and coordinated with all other parts.

The Purpose of this Addendum is to provide the following information:

1. Section 4.1.2 –

   Q: The section states "no portion of the work...can be subcontracted...without prior approval". Are you allowing for subcontracting of the actual daily janitorial services? Are you allowing sub-franchising?

   A: No, sub-contracting work would be considered for specialized services, such as exterior glass cleaning, carpet cleaning, stripping/waxing/buffing, etc. Also, sub-franchising would not be allowed.

2. *Q: What are the current companies that hold these buildings and the annual contract amounts?*

   A: Janitorial services are currently provided by Coastal Carpet Cleaning and Wilson Cleaning Mobile Service. The total annual amount for the services is $290,310. However, the RFP includes an expanded scope of work from those services currently provided.

3. *Q: Is there any service required (other than sweeping and mopping) for the terrazzo flooring?*

   A: Frequency of services would be similar to VCT, using chemicals and procedures appropriate for terrazzo flooring.

4. *Q: Is the County anticipating one vendor for this contract or will it be broken down?*

   A: The County intends to award the contract to one vendor.

5. *Q: Are there any current day porters at any locations working hours of 8:00AM to 5:00PM?*

   A: No, we do not currently have day porters in any buildings. Due to COVID, we have had a single person cleaning high-touch areas only, but we anticipate this service ending soon.

- CONTINUED ON NEXT PAGE -

Beaufort County, North Carolina
Department of Public Works
Facilities Maintenance Division
123 West 3rd Street | Washington, North Carolina | 27889
Phone (252) 946-9624 | co.beaufort.nc.us

6. *Q: You mentioned that you had 25 badges. Are all badges currently being used by the current contractor?*

   A: Only select individuals have badges for access to buildings with card access systems at this time.

7. *Q: Are day porters allowed to be used during the 8:00AM to 5:00PM business day?*

   A: Per the specifications in the RFP, proposals need to be submitted based on the work schedule provided. However, a contractor may provide day porters as an additional available service.

8. *Q: Can you please clarify the maintenance requirements for the hardwood and wood laminate floors?*

   A: Hardwood and wood laminate floors should be dust mopped and cleaned daily using an appropriate chemical for the wood/surface type. Hardwood floor should be polished quarterly using an appropriate chemical. Further services to hardwood floors would not be included as a part of this contract.

9. *Q: We are assuming you want the VCT stripped/waxed and the ceramic cleaned/sealed. Correct assumption?*

   A: VCT care assumptions are correct. The ceramic care assumption is not correct. Ceramic tile should be cleaned, not sealed, per the provided schedule.

10. *Q: The Health Dept. floor plan said "1 of 2" but we didn't see a #2. Is there another floor included or just the one provided?*

    A: There is only the one page of floor plan. "1 of 2" was entered by mistake.

11. *Q: The annual task list says, "clean all interior electrical lights and related equipment". Can you please clarify what is meant by "related equipment"?*

    A: Related equipment is intended to mean all portions of a lighting fixture, such as lamp shades, cords, acrylic lenses, etc.

12. *Q: Do you have a count of the windows per building?*

    A: No, all buildings are accessible from public parking lots and may possibly be seen from Google Maps Streetview.

13. *Q: How many copies of the proposal should be submitted?*

    A: Please submit three (3) copies of the proposal.

- END OF ADDENDUM -

Bid Tabulation

Bid/Quote Tabulation

Project: FM-FY21-002
Date: May 6, 2021

Description: Janitorial Services
(as per RFP)

Vendor Name:	PreBid Meeting	Proposal Form	Statement of Qualifications	Client Reference	Acknowledgement of Amendments	NonCollusion Affidavit	Annual Cost
ECVC Inc.	X	X	X	X	X	X	$ 408,107.55
Janiking	X	X	X	X	X	X	$ 318,467.16
Coastal Carpet Cleaning	X	X	X	X	X	X	$ 714,013.00
Wilson's Cleaning	NO	X	X	X	NO	X	$ 237,036.00
Crystal Clean Bldg Service	X	X	X	X	X	X	$ 818,892.00
ServiceMaster	X	X	X	X	X	X	$ 248,988.00
American Facility Services	X	X	X	X	X	X	$ 235,272.60
Next Level Cleaning Services	X	X	X	X	X	X	$ 286,680.00

Authorized Signature / Commissioner :

Witness: Hallie Jones 5/6/2021

Attachment B

PROPOSAL FORM

DUE DATE/TIME: Thursday, May 6, 2021 at 2:00 pm

To: **Beaufort County**
Purchasing Department

From: American Facility Services, Inc.
Vendor Name

1. Response

The undersigned hereby certifies that he/she has read the requirements and specifications for providing janitorial services in accordance with Beaufort County's Request for Proposal; thoroughly understands the same; and proposes to meet or exceed the specifications.

2. Exceptions

Except as noted below, the undersigned hereby agrees to comply with all the terms and conditions put forth in the County's Request for Proposal.

☒ No Exceptions

☐ Exceptions:

_____

_____

_____

3. Technical competence, Experience, & Business Operations (*additional pages may be used*)

- Brief history of company:

American Facility Services Company, Inc is a widely respected commercial janitorial firm. Established May 15, 1991, as a Georgia Corporation, we began providing janitorial and custodial services for private organi ations and governmental agencies under the name of Atlanta Building Maintenance Company, Inc. In December, 2007, the name was changed to better reflect our nationwide presence. We have a long, successful history of performing work in the Southeast and are in good standing with federal, state, and municipal jurisdictions.

- Industry experience & size of past and current accounts:

American Facility Services currently conducts business in nine southeastern states and has approximately 800 permanent employees, over 500 contracts in place, and services over 50 million square feet. Over the past five years, we have maintained a similar customer base. Our range of customers is wide, from small offices to large contracts with multiple facilities requiring specific considerations and the majority of our customers renew their contracts with us.
AFS currently has numerous contracts with many public agencies, some of which are provided as references. We work for the cities of Atlanta, Dallas, Fort Worth, and Columbia SC , as well as numerous county governments and school districts. These city and county government projects include a variety of building types and specifications.

- Describe hiring practices and staff development programs:

Immediately upon notification of contract award, AFS will fill all positions required. AFS will make every effort to retain the current staff, as long as they continue to meet our qualifications. All personnel must have at least two years' experience in the janitorial field; be able to communicate in writing and orally in English language; be a U.S. Citizen or possess an Alien registration receipt card form 1051 and be legally able to work in the United States. E-verify confirmation of the documentation presented by an applicant is performed, as well as personal and previous employment reference checks. After all the above is verified to our satisfaction, all new hires undergo a criminal background check including fingerprinting. Any additional checks required by our clients will be conducted with results available if required.

- Names & experience of proposed on-site supervisors:

Please see attached resume

- Size and depth of staffing plan:

Please see attached staffing plan

- Equipment to be provided and used (model & age):

Please see attached equipment plan

- Chemicals to be provided and used:

Please see attached chemical list

American Facility SERVICES

STAFF RESUME
Mark Thompson
Contract Manager

SUMMARY

- Over 25 successful years of operations management and marketing experience in commercial office services and the janitorial industry.
- Strong history of consistent and significant contributions to company goals for business retention, growth and profitability.
- Outstanding customer relations skills that have enabled continued advancements and promotions within the industry.
- 8 years of military service, serving both as an enlisted NCO and Commissioned Officer.

EXPERIENCE

American Facility Services, Inc., Alpharetta, GA
Account Executive, Contract Manager, 2007 – Current
Overall responsibility for sales, operations, and customer service for assigned accounts.

General Building Maintenance, Atlanta, GA
General Manager, 2001 - 2007

- Overall responsibility for sales, operations, customer services, subcontracting, employee recruitment and development of a $5 Million Dollar branch.
- Rewrote ISO quality control program and procedures for Atlanta branch and managed 65 properties under ISO guidelines. Received 3 ISO recertification's during tenure.
- Sold over 4 million square feet of Janitorial service contracts, while continually maintaining relationships with my current customer base that resulted in a 95% retention rate.

OneSource
Senior District Manager, 2000 – 2001, Atlanta GA
District Manager 1999-2000, Tampa Fl.

- Successfully integrated and merged Coastal States' Tower Cleaning Franchising with Tampa's OneSource Branch.
- Developed into OneSource's most profitable Southeast region branch.
- Restructured entire Atlanta operation to bring profitability goals and loss of business percentages to targeted goals.

Coastal States Industries, 1987-1999
Area Supervisor, Division Manager, Operations Manager

- Managed 350 full and part-time Managers, Supervisors, floor and carpet technicians, cleaning 5 million square feet of commercial office space in greater Tampa area.
- Developed, organized, and managed a Master Tower Franchise Company, integrating its operations with branch.
- Helped start-up a satellite branch in Orlando, growing it into a $3 M operation.

U.S. Army, Ft. Huachuca, AZ
Captain, 1982 - 1987
Graduated from U.S. Army's Intelligence Center and School, Instructed Field Grade Officers on Soviet Tactics, Intelligence Officer for Tank Battalion.

EDUCATION

Winona State University, Winona, MN
B.S. Hospital Administration

- Cadet Commander, ROTC
- Co-Captain, Football

American Facility SERVICES

PROPOSED STAFFING PLAN

	SF	Total Hours per Day	Days per Week	Number of Cleaners
Administrative Building	3,720	0.8	5	1
Animal Shelter	5,000	1.1	5	1
Courthouse	38,420	8.5	5	2
Courthouse Annex	9,680	2.2	5	1
Emergency Management	2,222	0.5	5	1
Farm Services	10,800	2.4	5	1
Financial Service Center	8,495	1.9	5	1
Health Department	16,654	3.7	5	1
Maintenance Shop	3,040	0.7	5	1
Oakland Building	23,940	5.3	5	1
Old Jail	4,482	1.0	5	1
Seaboard Building	9,054	2.0	5	1
Tideland	29,173	6.5	5	1
Horne Building	3,283	0.7	3	1

Please note that our first priority is the cleanliness of your facility. Staffing levels may be adjusted to assure adherence to quality standards.

American Facility SERVICES

EQUIPMENT

AFS proposes to use the following equipment on this contract.

Manufacturer	Proposed Quantity	Description	Model Number
ProTeam	As needed	Back Pack Vacuums	106577
Sanitaire	As needed	Vacuums	SC9180
Tennant	As needed	High-Speed Burnishers with Dust Control	9007349
Nobles	As needed	Slow Speed Buffers, 20", 1.5 HP Motor	9007336
Nobles	As needed	Walk Behind Carpet Extractors	9007486
Rubbermaid	As needed	Trash Tilt Carts	1011
BETCO	As needed	Walk Behind Scrubber-20"	E8302500
BETCO/Genie	As needed	Walk Behind Scrubber-14"	6285408
Nobles	As needed	Wet/Dry Vacs	9007469
Victory	As needed	Electrostatic Disinfectant Sprayer	VSBACK
Kaivac	As needed	Kaivac Restroom Machine	1250
BETCO	As needed	Fast Draw chemical dispensers	9104 3-00
Gator	As needed	Trash Barrels-Brute 44 Gallon	7744-3
Rubbermaid	As needed	Brooms	various
Rubbermaid	As needed	Lobby Dust Pan	2531
Willen	As needed	Mop Handle and Heads with Buckets	A70312 & A414132
O'Dell	As needed	24" Dust Mops	CL245
Rubbermaid	As needed	Wet Floor and Restroom Closed Signs	various
Golden Star	As needed	Micro-Fiber Cloths	various
Impact	As needed	Spray Bottles and Triggers	various
Rubbermaid	As needed	Toilet Brushes, Wool Dusters	various
Echofiber	As needed	Micro Fiber Mops	various

This list contains our standard equipment that is normally used to perform our janitorial services. Equipment required by the solicitation or contract that is not listed here can be provided. **All equipment will be new or in like-new condition** at the start of the contract. Any equipment that is used with have been cleaned and tested prior to use on this contract. AFS has a $5M total inventory of equipment and an excellent long-term relationship with our supplier, XPEDX, so that we can receive additional equipment and repairs without delay.

American Facility SERVICES

CHEMICALS and SUPPLIES

This represents the standard list of chemicals / cleaning products normally provided.

Manufacturer	Name	Description	Product Number
Betco	Fiber Pro Spot Bet	Heavy Duty Carpet Spot Removal	425
Betco	Hard as Nails	Wax	659
Betco	Bonbet	Carpet Shampoo	408
Betco	Ax-It Plus	Stripper	154
Betco	AF315	AF315 Disinfectant Cleaner	31547-00
Betco	pH7	Neutral Daily Floor Cleaner	138
Betco	Clear Image	Glass Cleaner	092
Betco	Best Scent	Odor Counteractant	23147-00
Claire	Graffiti Remover	Graffiti Remover	CL870
Reliable	Lotion Hand Soap	Liquid Hand Soap	
Betco	PH7q Dual	Germicidal Disinfectant Cleaner	
Betco	AF79	Liquid Toilet Bowl Cleaner	
Strauble	3.358" X 1000'	Toilet Tissue	
Kimberly Clark	Surpass Hard Roll	Hand Paper Towel	

Posting of SDS Sheets will be done at job site as required.

4. Contract Amount

Vendors shall provide Turnkey, Firm Fixed Pricing for which the vendor intends to service. The Firm Fixed price shall be inclusive of labor, tools, equipment, materials, supplies, transportation, general and administrative overhead, and profit needed to provide service in total compliance with the services required per the RFP.

Item #	DESCRIPTION	UNIT COST PER MONTH	ANNUAL COST
1	Administrative Building	$ 481.95	$ 5,783.40
2	Animal Shelter	$ 648.00	$ 7,776.00
3	Courthouse	$ 4,978.80	$ 59,745.60
4	Courthouse Annex	$ 1,254.15	$ 15,049.80
5	Emergency Management	$ 287.55	$ 3,450.60
6	Farm Services	$ 1,399.95	$ 16,799.40
7	Financial Service Center	$ 1,101.60	$ 13,219.20
8	Health Department	$ 2,157.30	$ 25,887.60
9	Maintenance Shop	$ 135.00	$ 1,620.00
10	Oakland Building	$ 1,034.10	$ 12,409.20
11	Old Jail	$ 580.50	$ 6,966.00
12	Seaboard Building	$ 1,173.15	$ 14,077.80
13	Tideland – Outpatient(4,550 sq. ft.)	$ 588.60	$ 7,063.20
14	Tideland - Central Area(19,805 sq. ft.)	$ 2,566.35	$ 30,796.20
15	Tideland - Port Human Services(4,818 sq. ft.)	$ 895.05	$ 10,740.60
16	Horne Building	$ 324.00	$ 3,888.00
	TOTAL	$ 19,606.05	$ 235,272.60
	Carpet Cleaning (per SF)		$ 0.16

5. Acknowledgement of Amendments

Failure to acknowledge receipt of all amendments may cause the proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each amendment must be clearly established and included with the proposal.

The undersigned acknowledges receipt of the following amendments to the documents:

Amendment No. 1, Dated 4/30/21

Amendment No. 2, Dated 5/3/21

Amendment No. 3, Dated 5/4/21

6. Subcontractor Use

I [☒ do ☐ do not] propose to subcontract some work on this project. I propose to sub-contract work to the following subcontractors:

NAME & ADDRESS	TYPE OF WORK
Rocky Top Cleaning 5635 Gumtree Rd., Winston Salem, NC 27107	Janitorial Services

Vendor Name: American Facility Services, Inc.

Address: 1325 Union Hill Industrial Court, Suite A
Alpharetta, GA 30004

Signature of Authorized Representative: Harold Conger

Title: Vice President

Phone Number: 770-740-1613

Date: 5/3/21

SEAL

Subscribed and sworn to before me, this the 3rd *day of* May, *20* 21.

Notary Public Andrea Lorraine Nugent

County of Forsyth, ~~*NC*~~ GA

My Commission expires 10/2/23

ANDREA LORRAINE NUGENT
NOTARY PUBLIC
Fulton County
State of Georgia
My Comm. Expires 10-2-2023

(SEAL)

Attachment C

STATEMENT OF QUALIFICATIONS

1. Name and Address:

American Facility Services, Inc.
1325 Union Hill Industrial Court, Suite A
Alpharetta, GA 30004

2. Contact Person for this Project: Mark Thompson
Phone No: 770-318-4318
Email address: mthompson@amfacility.com

3. Number of years the Vendor has been engaged in the janitorial/cleaning business under the present firm name, as indicated above: 30 years in the janitorial business, 14 years under this name

4. Company Federal ID#. 58-1950842

Attachment D

CLIENT REFERENCE

Reference #1

Company Name	Forsyth County, NC
Contact Name	John Stakeman
Title	Facility Services Manager
Phone Number	336-703-2216
Scope of Services Provided	Since June, 2017 AFS has been providing janitorial services for 9 buildings totaling over 700,000 SF including the Hall of Justice, Public Health Building, and the Central Library.

Reference #2

Company Name	Town of Apex
Contact Name	Patrick Lechner
Title	Facilities Manager
Phone Number	919-268-5218
Scope of Services Provided	AFS provides janitorial services for 10 different buildings including the Police Department totaling 157,000 SF. Contract began November, 2018.

Reference #3

Company Name	Nash County
Contact Name	Mike Phillips
Title	Assistant Director of Public Facilities
Phone Number	252-462-2678
Scope of Services Provided	AFS provides janitorial services for 8 different buildings including the Sheriff s office and Court House totaling 110,000 SF. Contract began December, 2018.

Attachment E

ANTI-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

Harold Angel, being first duly sworn deposes and says that:

1. He/she is the Vice President (title) of American Facility Services, Inc. (company name);

2. He/She is fully informed respecting the preparation and contents of the attached response and of all pertinent circumstances respecting such response;

3. Such bid is genuine and is not collusive or sham response;

4. Neither the said responder, nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affiant, has in any way collude, conspired, connived or agreed, directly or indirectly, with any other responder firm or person to submit collusive or sham response in connection with the contract for which the attached response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached response, if applicable, or of any other responders , to fix any overhead, profit, or cost element of the response price, if applicable, of any other responder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Beaufort County, or any person interested in the proposed contract; and

5. The price or prices quoted in the attached response are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the responder or any of its agents, representatives, owners, employees, or parties, in interest, including this affiant.

Harold Angel (SEAL)

Vice President (TITLE)

Subscribed and sworn to before me,
this the 4th day of May, 2021.

Notary Public Andrea Lorraine Nugent

County of Forsyth, ~~NC~~ GA

My Commission expires 10/2/23 (SEAL)

ANDREA LORRAINE NUGENT
NOTARY PUBLIC
Fulton County
State of Georgia
My Comm. Expires 10-2-2023

ADDENDUM 6

Additional Funding Awarded for 2019 Essential Single Family Rehab Loan Pool

MODIFICATION OF THE 2019 ESSENTIAL SINGLE-FAMILY REHABILITATION LOAN POOL FUNDING AGREEMENT ESFRLP1901

This Modification of the 2019 Essential Single-Family Rehabilitation Loan Pool (ESFRLP19) Funding and Written Agreement for Subrecipients (the "Agreement") is entered into on the 21st of June 2021 between the North Carolina Housing Finance Agency, a public agency and instrumentality of the State of North Carolina, (the "Agency") and Beaufort County (the "Member Organization" or "Member").

RECITALS

WHEREAS, the parties previously entered into that certain 2019 Essential Single-Family Rehabilitation Loan Pool (ESFRLP19) Funding Agreement dated 12th of July 2019 (the "Original Agreement") pursuant to the ESFRLP19 Program Guidelines (the "Program Guidelines"); and

WHEREAS, the Original Agreement provided, in part, that the Member would be allocated a Subaward in the amount of $190,000; and

WHEREAS, the Member requested additional funds for a total allocation of $390,865; and

WHEREAS, the Agency awarded additional funds to the Member for a total subaward of $390,865; and

WHEREAS, the parties desire to modify the Original Agreement to reflect the total funds allocated upon and subject to the terms, covenants and conditions and agreements herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agency and Member, intending to be legally bound, hereby agree as follows:

I. Acknowledgments, Affirmations, Representations and Representations and Warranties

The Member acknowledges and affirms that:

1. All of the statements contained herein are true and correct.
2. All representations, warranties and covenants contained in, and schedules and exhibits, if any, attached to the Original Agreement are true and correct on and as of the date hereof, are incorporated herein by reference and are hereby remade.
3. Other than as stated herein, the Member is in compliance with the terms of the Original Agreement, and no condition exists which would constitute an event of default under the Original Agreement or Program Guidelines but for the giving of notice or passage of time, or both.

II. Agreement to Modify Original Agreement

The Original Agreement is hereby modified as follows:

1. All references to the amount of funds obligated, awarded, reserved and/or allocated under the Original Agreement shall reflect a funded amount not to exceed $390,865.

2. All references in the Original Agreement shall mean the Original Agreement amended hereby.

III. Miscellaneous

1. This Agreement is a modification of the Original Agreement, and not a novation; rather, it constitutes a modification of the terms of an existing contractual relationship between the parties in order to increase the total funds awarded to the Member, and is not intended as a cancellation of the original obligation or the creation of a new contract. The parties to this instrument confirm the terms of the Original Agreement and all other related documents, as modified by this Modification.

2. All references in the Original Agreement shall mean the agreement as amended hereby.
3. Except as expressly amended and modified herein, the Original Agreement remains unmodified and in full force and effect.
4. This Agreement constitutes the entire agreement between the parties hereto with regard to the subject matter hereof, and supersedes any prior agreements, understandings, restrictions, warranties, or representations between the parties with regard thereto.
5. This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina.
6. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or invalid, such provision shall be severed from this Agreement, and the other provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, Member and Agency have signed this Modification of the 2019 Essential Single-Family Rehabilitation Loan Pool (ESFRLP19) Funding Agreement on the date written above.

Beaufort County

By: *Brian Alligood*

Its: County Planner

North Carolina Housing Finance Agency

By: *Michael Handley*

Its: Manager of Housing Rehabilitation & Compliance

Beaufort County
Finance

Budget Amendment Request

Department: ESFRLP Grant Fund **Date of Request: 7-6-21**

FY Budget: FY 20-21

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
301-3525-426100	Housing Finance Agency Grant Rev.	200,865	
301-4965-569320	Housing Rehabilitation	200,865	

Department Justification:

To recognize and appropriate additional funding awarded on 6-22-21.

If amendment deals with adding, deleting, or modifying a position, County Position No. (& State, if applicable) must be referenced.

County Position No. _____

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head		
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

ADDENDUM 7

County Website Design and Hosting – Website Bidding Process (Board agreed to address both topics during the discussion)

Bid Tabulation

Bid/Quote Tabulation

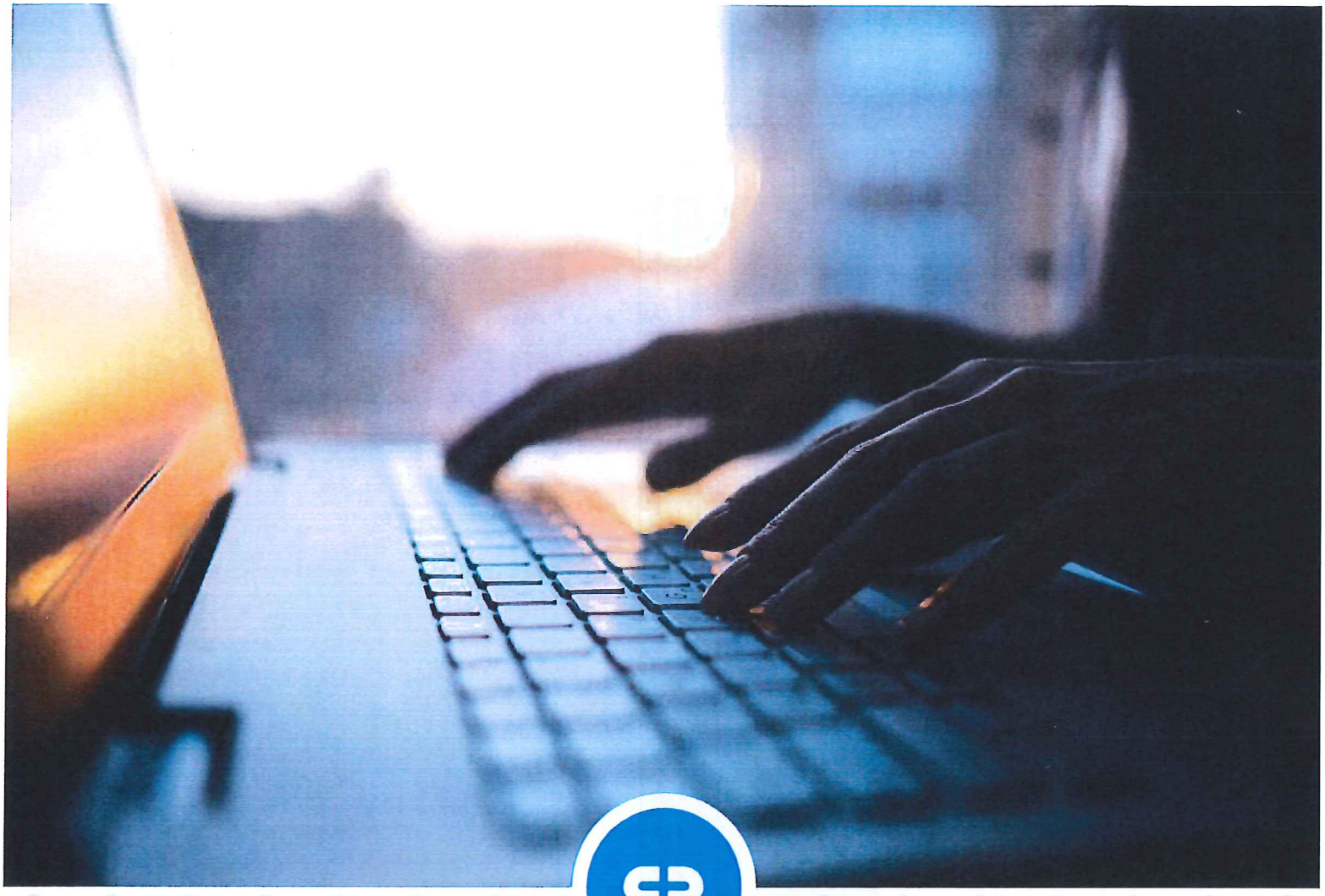
Project: RFP BC-FY21-001
Date: June 11th 2021

Description: Website Design & Development (as per RFP)

Vendor Name:	Exec Summary	Comp Profile	Project Team	Experience	Implementation Plan	Ongoing Services	Investment Proposal	1st Year Fees	Fees Year 2	Anti-Collusion Affidavit	Acknowledgment of Addendum	Exhibit A
Paramount Software Solutions	X	X	X	X	X	X	X	$151,700	$35,000	X	X	X
Unleashed Technologies	X	X	X	X	X	X	X	$180,500	$20,000	X	X	X
Eagle Eye Marketing	X	X	X					$25,480	Not listed		X	
219 Group	X	X	X	X	X	X	X	$33,706	$4,500		X	X
Kyyba, Inc.	X	X	X	X	X	X	X	$287,700	$153,800	X		X
Civic Plus	X	X	X	X	X	X	X	$30,273	$5,250	X	X	X
GHD Limited	X	X	X	X	X	X	X	$91,385	$15,900	X	X	X
North South 804	X	X	X	X	X	X	X	$212,400	$30,000	X	X	X

Authorized Signature / Commissioner: Edwin Gould

Witness: Hallie Jones



CIVICENGAGE CENTRAL

RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

Beaufort County, North Carolina

Presented by | David May, CivicEngage Account Executive

CIVICPLUS

June 9, 2021

Hollie Jones
Purchasing Officer
Beaufort County
132 West 2nd Street
Washington, NC 27889

RE: Request for Proposal # BC-FY21-001: Website Design and Development

Dear Ms. Jones and/or Selection Committee:

Meeting the need of society's expectation of instant access to news and communication can be a challenge when you don't have the tools and resources to get the job done right. As your partner, that's where CivicPlus, LLC (CivicPlus) can help. We are passionate about our mission to help make local government better.

With the CivicEngage Central (CivicEngage) content management system (CMS) the County won't simply be getting a website – you'll also obtain the tools to build a trusted and long-term relationship between you and your citizens. By partnering with CivicPlus, you'll receive:

- Responsive design that is available to your citizens from anywhere on any device
- Comprehensive suite of modules and tools tailored to the functionality you need most
- Hands-on migration of existing content by our team of experts
- 24/7/365 support with secure hosting and maintenance

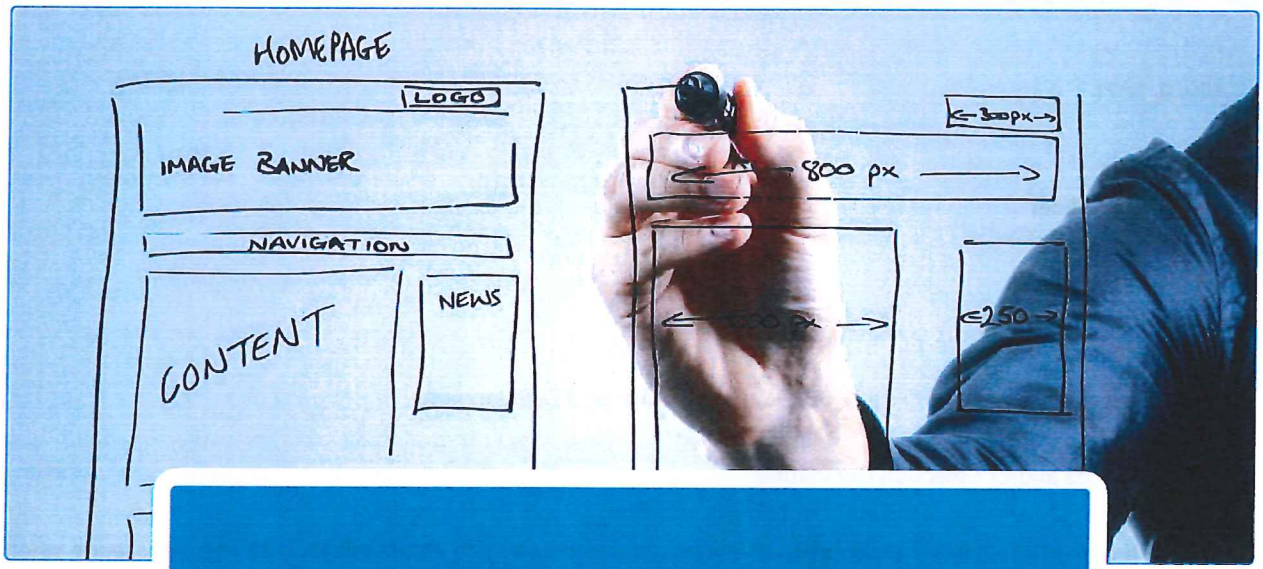
Your new site will be developed on the most robust and flexible CMS available. CivicEngage is an easy-to-use suite of cloud-based tools built specifically for local government. You'll be able to inform and empower your citizens and staff in more efficient ways.

We welcome the opportunity to discuss our proposed solution for the County and answer any questions you may have about partnering with CivicPlus and CivicEngage.

Sincerely,

DAVID MAY
CivicEngage Account Executive
may@civicplus.com
785.370.7821

AMY VIKANDER
Vice President of Client Services
(authorized to bind CivicPlus)



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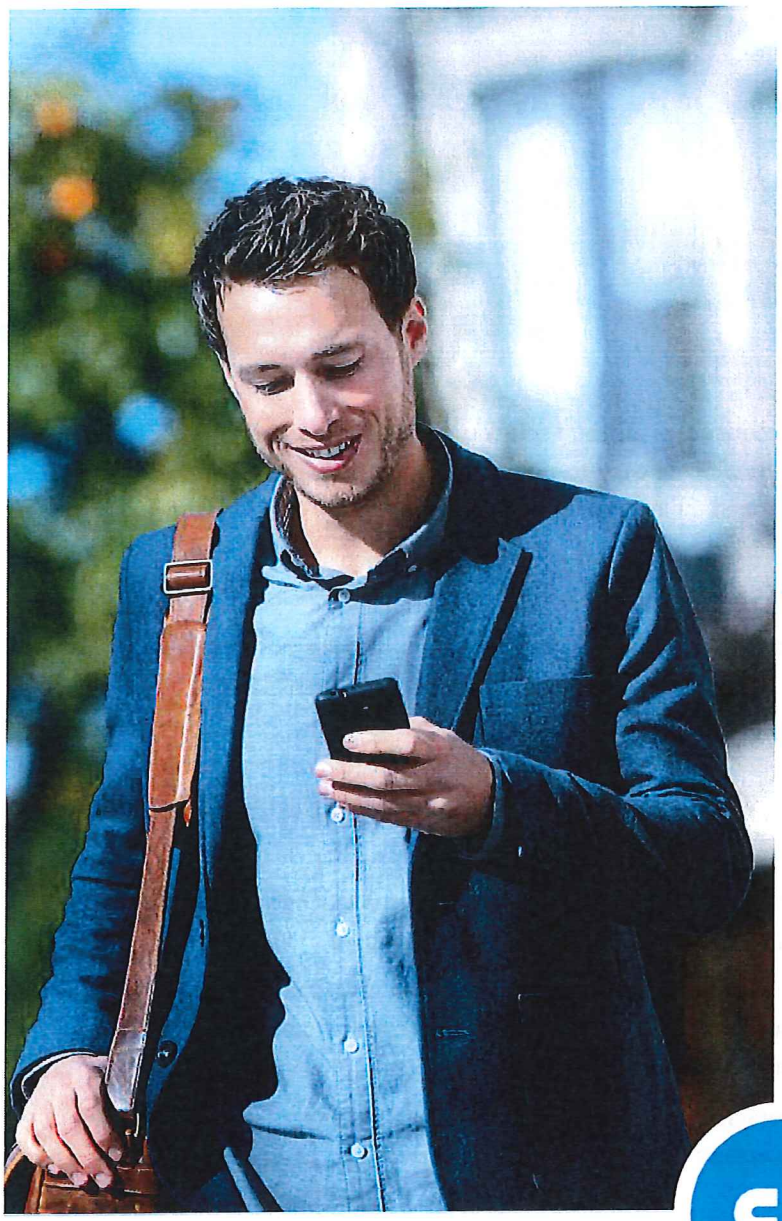
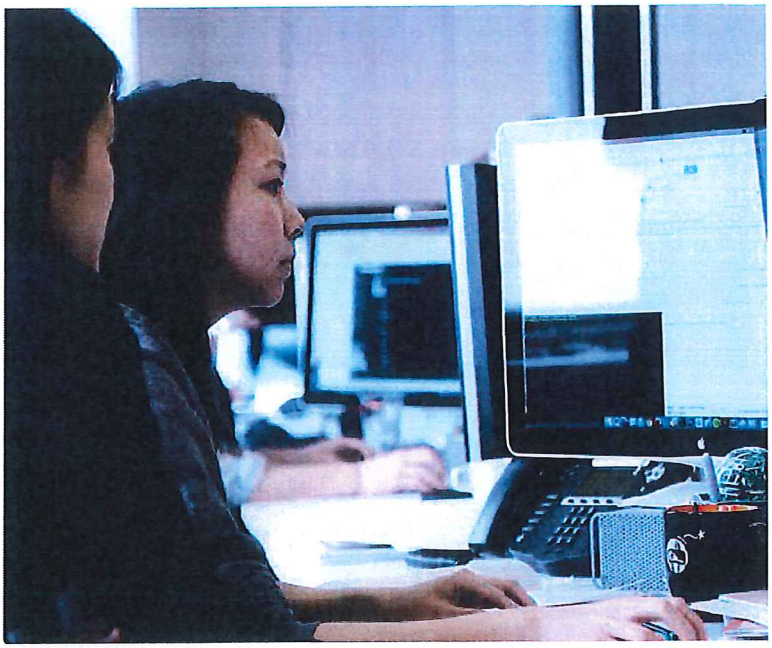
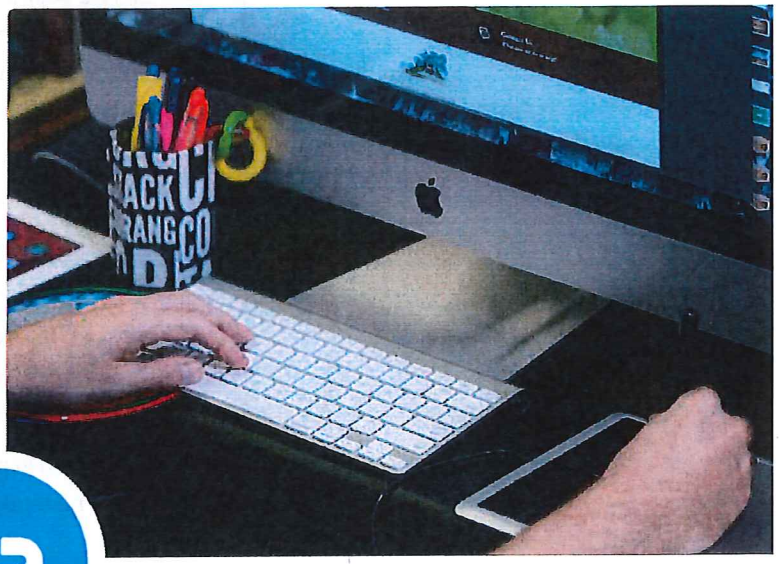
43	Additional Products Offered







RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

Executive Summary

EXECUTIVE SUMMARY

Overview & Summary

Content Management System

- Streamline your processes and add self-service options to reduce calls and walk-ins with our easy-to-use content management system specifically designed for local government.
- Provide access to your website from any device, screen size, and orientation with CivicEngage's responsive and optimized design.
- Ensure your citizens can access information with a website that is highly compliant with the accessibility standards outlined within Section 508 and WCAG Level A & AA at go live.

Implementation

- Rely on a dedicated team of industry experts as they guide you through implementation.
- Collaborate with your Art Director to develop a design that captures your unique community and takes advantage of CivicEngage's tools.
- Enhance your content for usability and accessibility with intuitive navigation as our Content Development Team performs a hands-on migration of content, documents, and images to your new website.
- Participate in personalized education led by a CivicPlus Trainer so you can confidently update your website long after launch.

Hosting, Security, & Support

- Maintain peace of mind with an enterprise-level hosting environment monitored 24/7/365 and backed by a guaranteed 99.9% uptime (excluding maintenance).
- Access your website from nearly any device with an internet connection with our cloud-based solution.
- Reach out to our award-winning, in-house support available via chat, phone, and email with your questions or access self-service tutorials and user guides on the CivicPlus Help Center 24/7/365.
- Receive continuous system updates to keep your system running at the optimal capacity.
- Partner with your Client Success Manager who will help you use the tools and products CivicPlus offers to create an ongoing strategy to better engage your citizens.

Key Differentiators

Integrated Platform

CivicPlus is an integrated technology platform for local government. The CivicPlus Platform is the first of its kind to bring a secure, single sign-on central dashboard with access to multiple CivicPlus products in one location.

Experience

We bring over 20 years of experience helping our clients work better and smarter through their web environment.

Design Process

Our process combines the creativity of our in-house designers with proven functionality to reach the perfect end result.

Navigation

We've helped hundreds of clients effectively organize their website taxonomy and content structure. Your redesigned site will provide your residents with an intuitive, user-friendly architecture.

Live Edit

CivicEngage's Live Edit feature allows you to view your webpages and see how the information looks before publishing to your public.

Community

CivicEngage users have their own network, ENGAGEXCHANGE, to connect with more other government entities on the same platform to share ideas, ask questions, and much more.

Training

After your initial instruction in the system, we offer continued training and resources through the CivicPlus Help Center that helps you and your staff remain fresh and up-to-date with our system.

Future

Our development staff will stay by your side, rolling out new features, new applications, and new suggestions so you can better serve your community.

RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

CivicPlus Company Profile

Company Overview

Legal Name

CivicPlus, LLC, a Kansas limited liability company

Company History

At CivicPlus, we have one goal: to empower the public sector to accomplish impactful initiatives using innovative solutions that save them time while connecting them to the citizens they serve. We began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their citizens through their web environment. CivicPlus continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our clients, including solutions for website design & content management, recreation management, mass communications, agenda & meeting management, employee management, 311 & citizen requests, and digital optimization.

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a world leader in government web technology. We consider it a privilege to partner with our clients and provide them with solutions that will serve their needs today and well into the future.

Length of Time in Business

CivicPlus has been providing web solutions for our clients for over 22 years.

Number of Current Employees

CivicPlus currently employs more than 350 employees.

Main Point of Contact

David May, CivicEngage Account Executive
785.370.7821 | may@civicplus.com

4,000 +

local government clients across the United States and Canada

20 +

years of experience with a focus to help local governments

350 +

employees, many with experience in local government

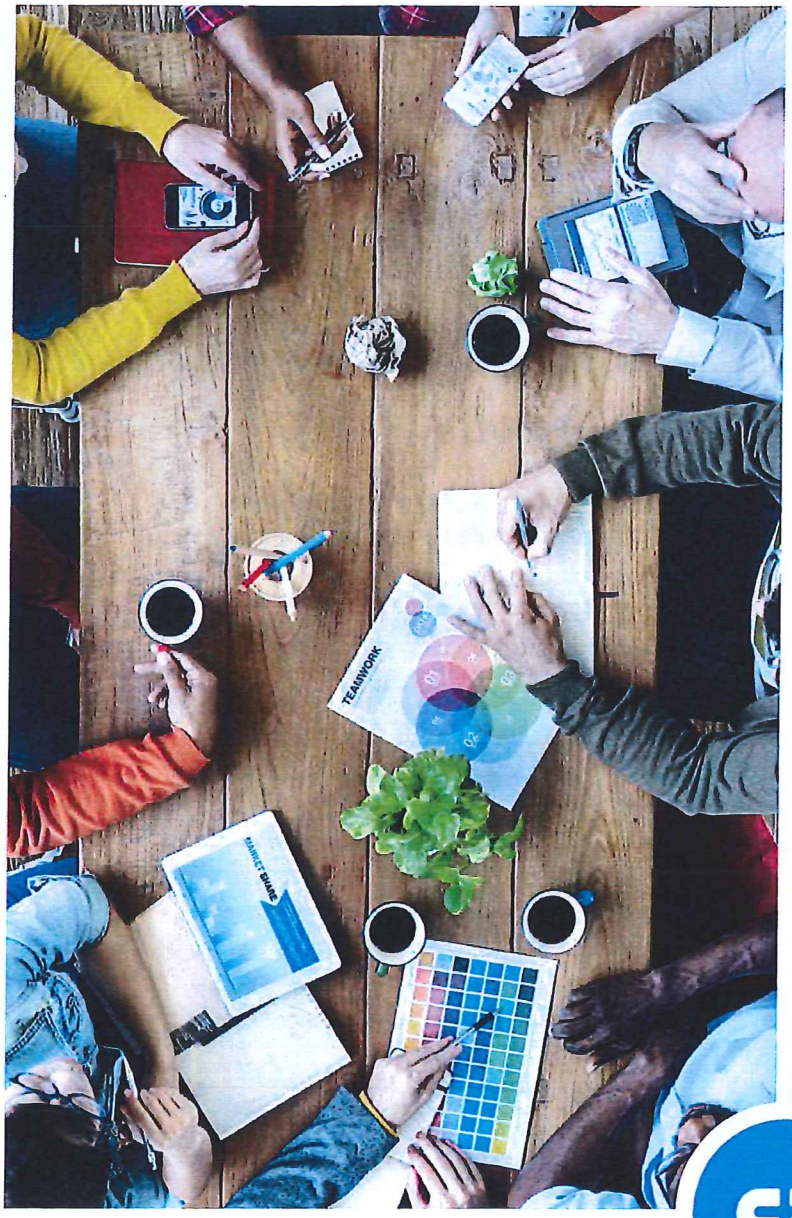
Recognition

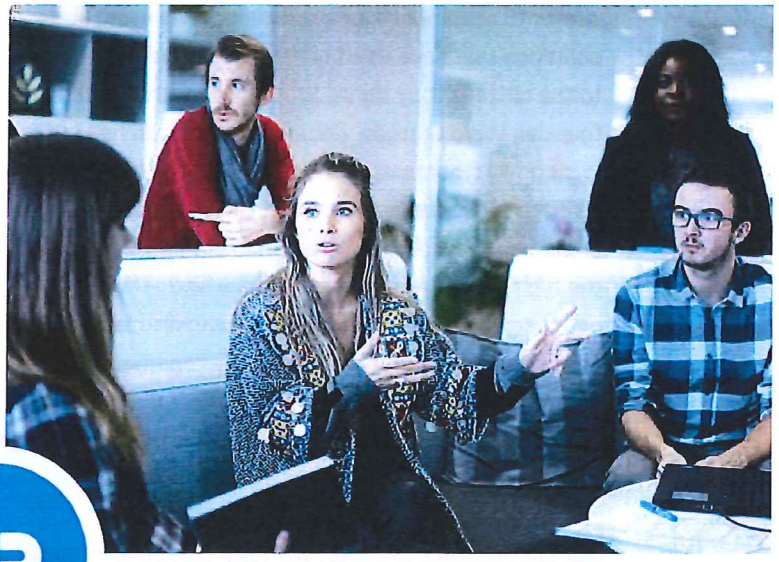
10-time Inc. 5000 Honoree

govtech.com/100

Technical Support

Recognized with multiple, global Stevie® Awards for sales and customer service excellence





RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

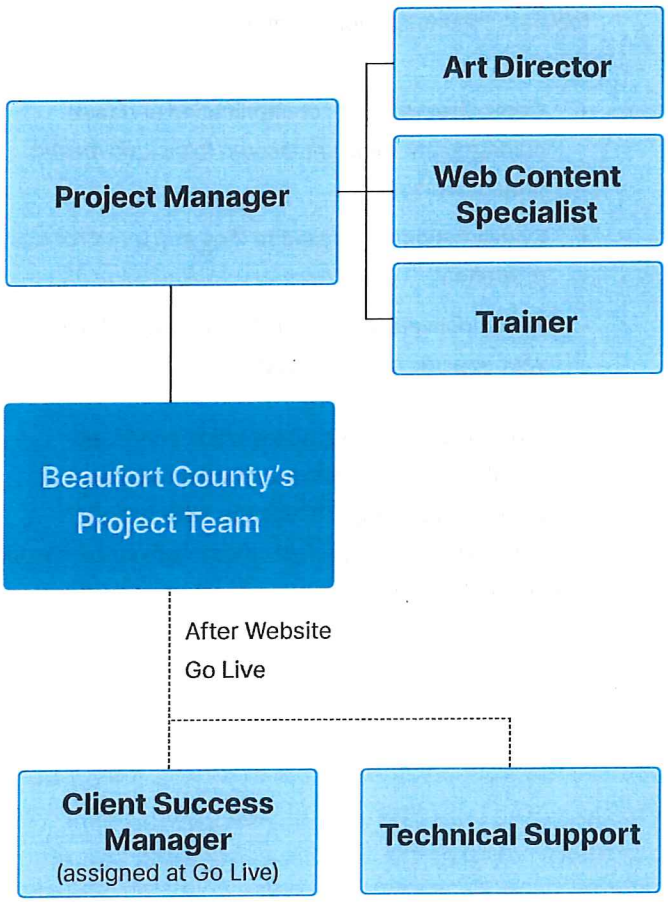
Project Team

PROJECT TEAM

Your CivicEngage Team

From project management to design and development to training and support, a project team will assist you throughout the development process to ensure your project's success and your complete satisfaction. Based on our years of experience administering projects, it has become our policy to assign individual team members at the project start. This way we can be sure they will be available to begin your project immediately and work directly with you throughout the entire process. As such, we do not provide names or resumes of team members during the RFP process. Rest assured that your project team, once assigned, will deliver the attention and effort you need and deserve to create a website that achieves your vision of success.

- **Project Manager** – Provides communication, establishes project plan, schedules project resources, facilitates project tasks, ensures requirements are met according to scope
- **Art Director** – Establishes vision for website design, collaborates with graphic design team to create website design to meet your needs, coordinates design application to functioning website
- **Web Content Specialist** – Guides content development process, ensuring application of best practices for usability and accessibility
- **Trainer** – Educates your team to use the CivicEngage content management system, demonstrates effective use of tools and functionality



PROJECT TEAM

Communication

Project Management Tools

Communication between you and your CivicEngage team will be continuous throughout your project. Sharing input and feedback through email, virtual meetings, phone calls, and our project management software, Mavenlink, will keep all stakeholders involved and informed. Mavenlink offers task management transparency with a multi-level work breakdown structure, Gantt Chart-based project plan, and a focused communication channel.

- Centralized project communication and task management tools are located in a cloud-based project workspace
- Conversations are linked to files and tasks for easy reference
- Tasks, deliverables, and milestones are aligned to your specific scope of work

The tools available through Mavenlink combined with regular check-ins with your Project Manager provide you ample opportunities to quickly and efficiently review your project, check deliverables, and communicate feedback.

Subcontractors

Your website will be designed, developed, implemented, and hosted by CivicPlus trained professionals. No aspect of the development or implementation of your project will be outsourced or subcontracted.

PROJECT TEAM

Team Leaders

Our expert project leaders will coordinate qualified specialists who will work directly with you throughout your project development and beyond.

Millard Rose

VICE PRESIDENT / GENERAL MANAGER OF CIVICENGAGE

Millard brings over 20 years of experience in the government software industry, with over 17 of those specifically working with government websites. He oversees the strategic direction and day-to-day management of all CivicEngage platforms which support over 4,000 clients of all sizes and government sectors.

EDUCATION

BBA Management

RESUME

President
Vice President of Sales

20+ YEARS EXPERIENCE

Multiple Leadership Positions
Product Strategy
Sales & Marketing

Adam Block

DIRECTOR OF IMPLEMENTATION

Adam oversees the teams responsible for creating your CivicEngage website to ensure you are satisfied with your end product and implementation experience. This includes our implementation team managers, project managers, art directors, web content specialists, and resource teams.

EDUCATION

BS Business Administration
Management
Economics

RESUME

Lead Project Manager
Financial Services

10+ YEARS EXPERIENCE

Project Management
Business Management
Team Building
Customer Service

Jeremy Wilson

MANAGER OF CLIENT SUCCESS

Upon launch of your website to the public, Jeremy will assign a Client Success Manager to your account. Your dedicated Client Success Manager will partner with you to create an ongoing strategy to better engage your citizens by utilizing the tools and products that CivicPlus has to offer.

EDUCATION

BS Political Science

RESUME

Assistant Manager of Account Management
Solutions Specialist

5+ YEARS EXPERIENCE

Customer Service
Leadership Sales
Team Building

Constance Cooke

DIRECTOR OF CLIENT SUPPORT & IT

Constance manages all CivicPlus technical support teams and our internal IT department. The support teams operate on a three-tier, product-specific escalation process to report technical issues to the product development teams and work hand-in-hand with our Help Center to continually improve online assistance.

EDUCATION

BA English, Communication

RESUME

Technical Support Specialist
Documentation and Communications Manager

5+ YEARS EXPERIENCE

Technical Support
Business Management
Team Building
Customer Service

Jim Flynn

DIRECTOR OF INFORMATION SECURITY & INFRASTRUCTURE

Jim is a passionate advocate for Information Security and performs a critical role in aligning CivicPlus Security Strategy with the needs of clients like you. From data center operations to security and compliance, his team will ensure that your hosting and security needs are met.

EDUCATION

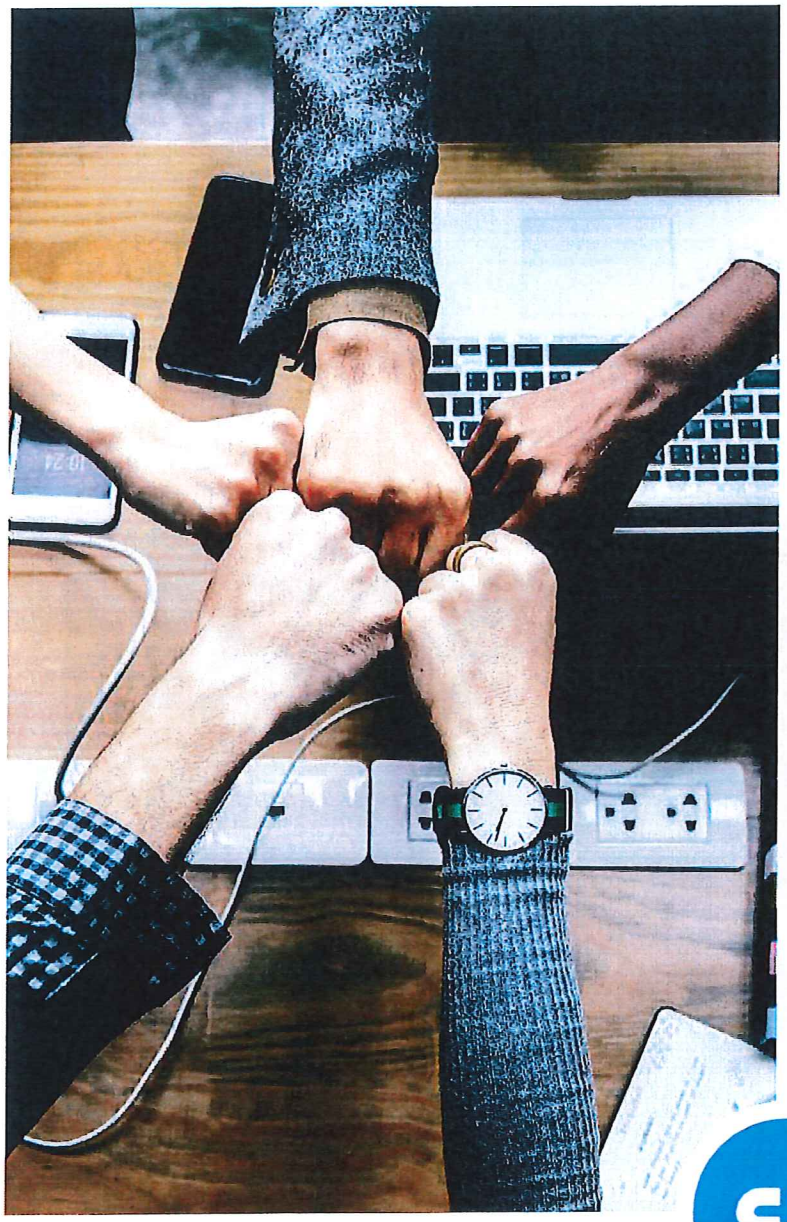
BA Computer Information Systems

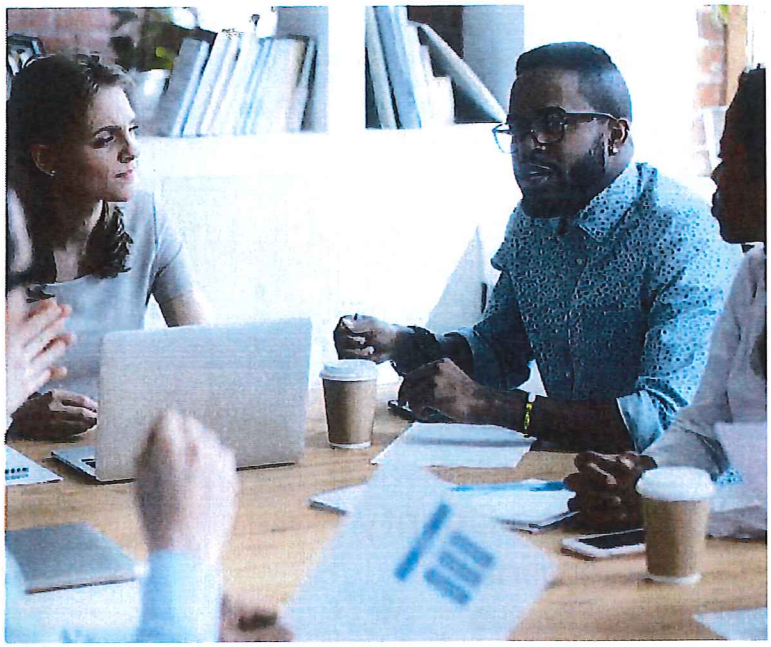
RESUME

Chief Systems Architect
Information Technology Director
Software Engineer

18+ YEARS EXPERIENCE

Cybersecurity
Network Infrastructure
System and Software Architecture





RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

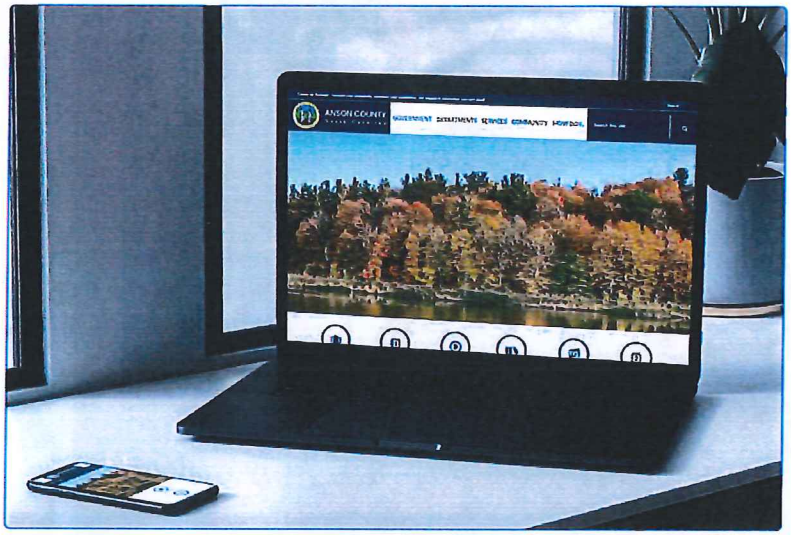
Experience

EXPERIENCE

References

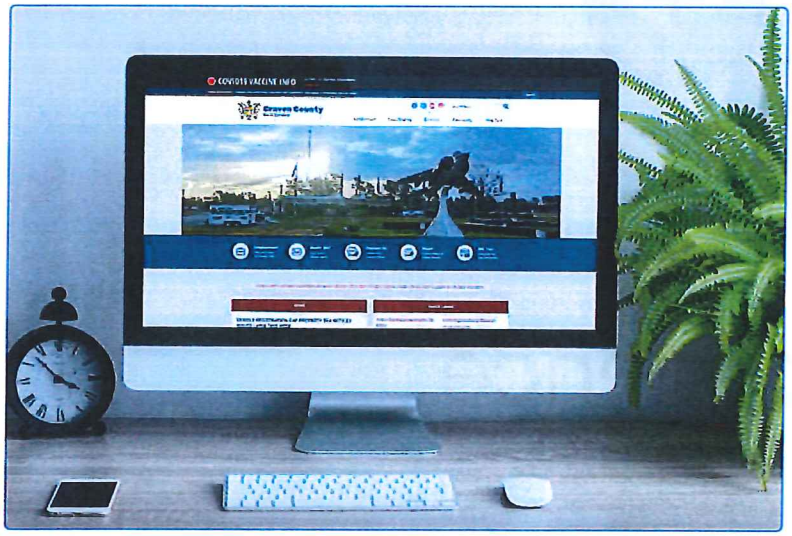
Anson County, North Carolina

co.anson.nc.us



CHRIS JOFFSON
IT Manager
E: cjoffson@co.anson.nc.us
P: 704.994.3020

MARINA ADAMS
Assistant to the County Manager
E: madams@co.anson.nc.us
P: 704.994.3229



Craven County, North Carolina

cravencountync.gov

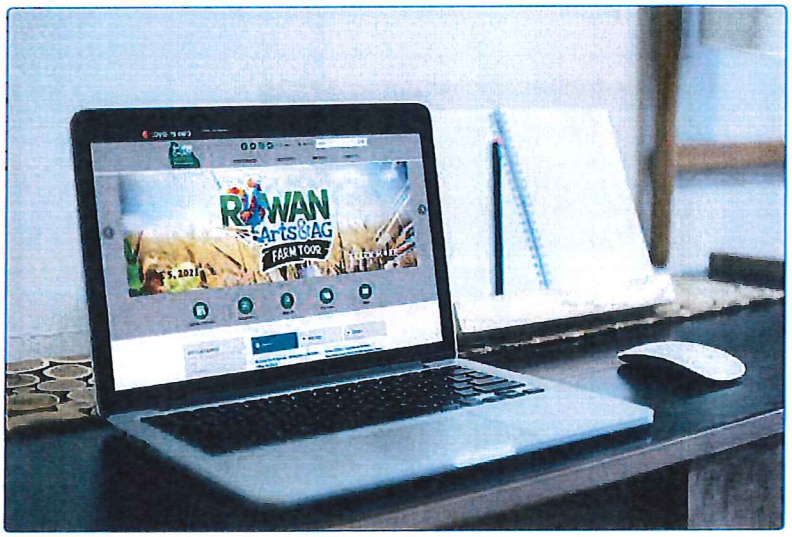
DENNIS HOLTON
Public Information Officer
E: dholton@cravencountync.gov
P: 262.636.6609

EXPERIENCE

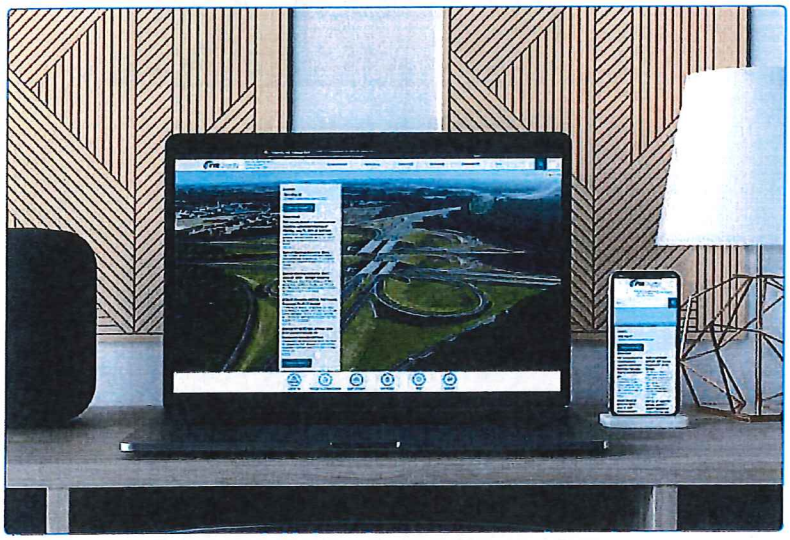
References

Rowan County, North Carolina

rowancountync.gov



APRIL EVERETT
Creative Services, IT
E: april.everett@rowancountync.gov
P: 704.216.8175



Pitt County, North Carolina

pittcountync.gov

DONNA DAVIS
E: donna.davis@pittcountync.gov
P: 252.902.3805

EXPERIENCE

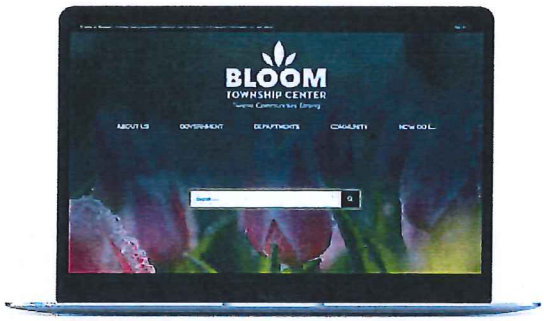
Design Portfolio

The included design portfolio will provide you with an idea of the different directions we can take your creative design. Please note that not all parties listed have agreed to be contacted for reference.

Jamestown BPU, New York
jamestownbpu.com

Auburn, Massachusetts
auburnguide.com

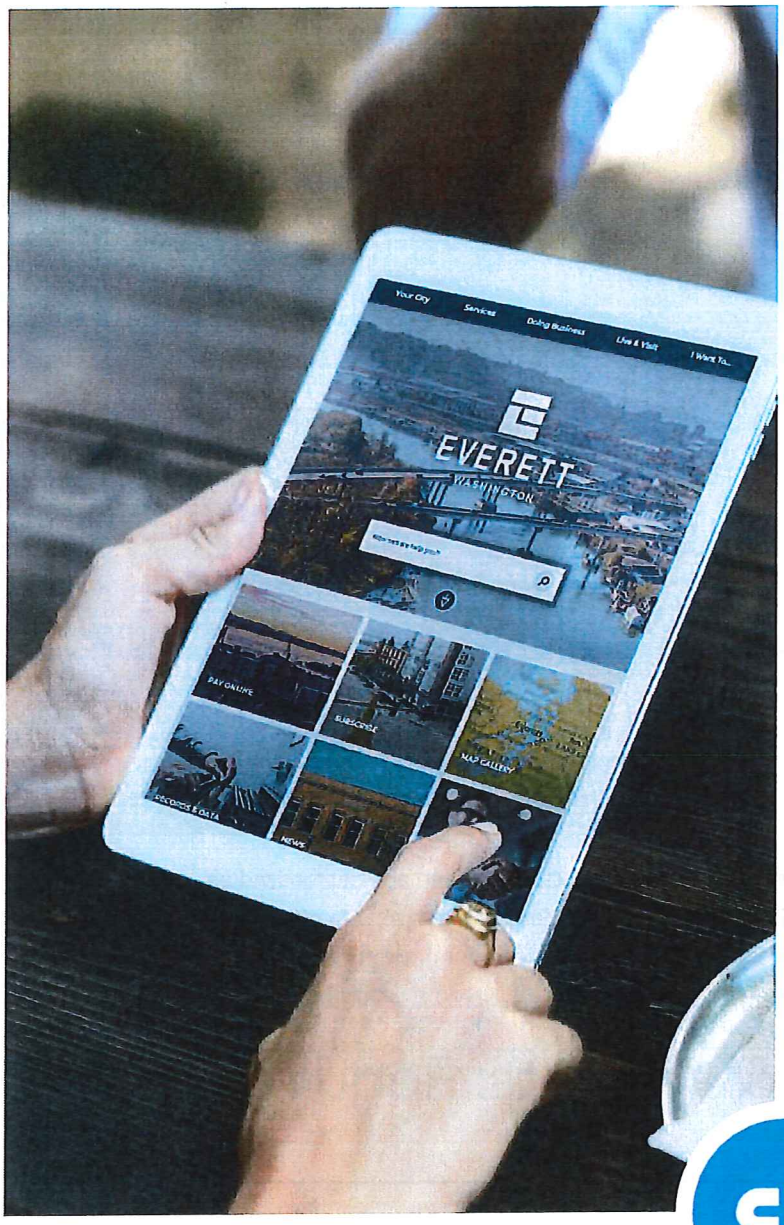
Malta, New York
malta-town.org

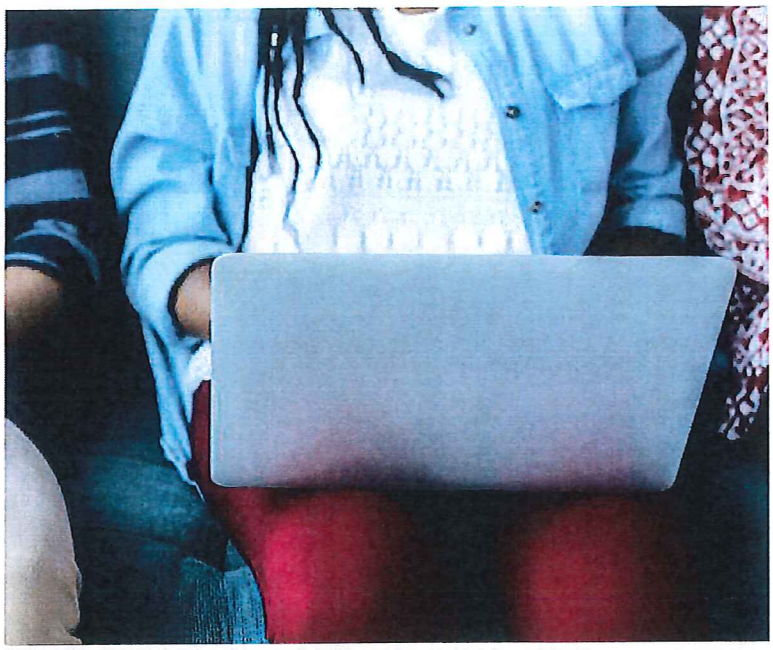


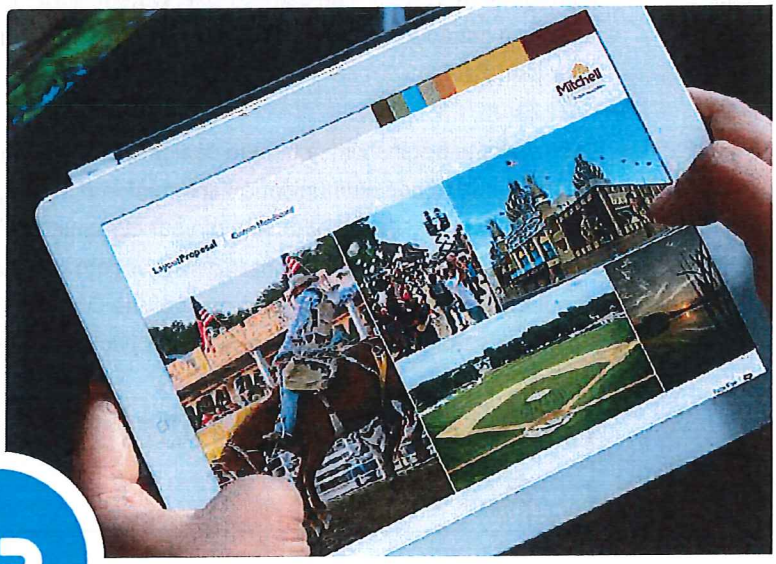
Bloom Township, Illinois
bloomtownship.org

Sidney, Ohio
sidneyoh.com

Port Angeles, Washington
cityofpa.us







RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

Features, Functionality, & Design

FEATURES, FUNCTIONALITY, & DESIGN

CivicEngage CMS

The CivicEngage CMS is robust and flexible with all the features and functionality you need today and in the future. Developed for organizations that need to update their site frequently, CivicPlus provides a powerful government content management structure and website menu management system. The easy-to-use system allows non-technical employees to efficiently update any portion of your website.

> I'm confident that any service our citizens need can now be found in one to two clicks.
>
> **— Lana Beck, Government Relations and Communications Administrator for Pinellas Park, Florida**

Each website begins with a unique design developed to meet your specific communication and marketing goals, while showcasing the individuality of your community. Features and capabilities are added and customized as necessary, and all content is organized in accordance with web usability standards. We are able to offer all of the Required Features in the RFP and most of the Optional Features. Please see page 22 for more information on the Optional Features not standard with your CivicEngage package.

CivicEngage Modules & Widgets: Required Features

Citizen Engagement

CivicEngage offers several effective and easy-to-use citizen engagement features. These tools easily integrate with the other key CivicEngage features.

- **Alert Center** – Post emergency or important information on your website to notify citizens via email and SMS.
- **Blog** – Post opinions/information about various community topics and allow citizen comments and subscriptions.
- **Calendar** – Create multiple calendars and events to inform citizens of upcoming activities that are viewable by list, week, or month.
- **Citizen Request Tracker (CRT)** – Allow users to report a problem and provide follow-up communication with the point of contact (includes 5 user licenses & 10 request types).
- **Community Voice** – Interact with citizens about projects in your community.
- **My Dashboard** – Allow users to personalize their dashboard to stay updated on news, events, and information they care about.
- **News Flash** – Post organizational news items that are important to your citizens.
- **Notify Me®** – Send out SMS messages and mass emails to list subscribers (includes up to 500 SMS users).

Document Management

CivicEngage comes fully-equipped with a robust set of document management tools that work with other key features of our CMS and making it easy to build dynamic content that is easy for citizens to navigate and access.

- **Agenda Center** – Create and display agendas and minutes for various civic organizations.
- **Archive Center** – Store agendas, minutes, newsletters, and other data-driven documents.
- **Document Center** – Organize and house documents in one central location.
- **Form Center** – Create custom, online forms via simple drag-and-drop functionality. Receive notifications via email and track within the CMS.
- **Photo Gallery** – Store and display photos.
- **Staff Directory** – Share detailed contact information for your staff and offices.

Information & Navigation

Organize your content and pages to make it easy to locate the information you and your citizens need most with modules that help you update information quickly.

- **Frequently Asked Questions (FAQs)** – Answer the most frequently asked questions to reduce phone and foot traffic for staff.
- **Graphic Links** – Place graphics on your site as links to other pages.
- **Info Advanced** – Display important information on pages in a compact and easy-to-update module that provides detailed formatting.
- **Quick Links** – Place links to often-requested information directly on the page of your choice.

Department-Specific

There are several function-specific features and modules for government departments. These tools are integrated into the CivicEngage CMS and offer the ability to complete multiple steps in one action.

- **Activities** – Create, organize, and track activities.
- **Facilities & Reservations** – Showcase community facilities and allow reservations online.
- **Job Postings** – Post available jobs online and accept online applications.
- **Bids** – Post sortable and subscribable bids.
- **Departmental Home Pages** - Departments within Beaufort County can have dedicated pages within the main site that still follow the same design as other interior pages. These departments can use dynamic page components, features from modules such as Calendar, FQAs, News Flash, and Info Advanced, to differentiate itself from the rest of the website. For example, the entry page for your Parks and Recreation Department can be customized with specific lists of events, FAQs, and news announcements pertaining to that department.

Helpful Widgets

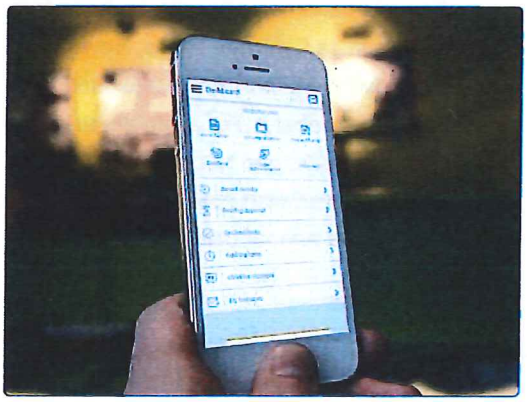
Widgets help your staff visually organize content on your site and tailor the look to meet the page's needs. A few of the most helpful widgets are:

- **Carousel Widget** – Group and display widgets in one location with arrow navigation functionality.
- **Custom HTML Widget** – Embed videos or other HTML features in your page.
- **Editor Widget** – Edit text with word processing tools, plus web tools like code view and the Accessibility Checker.
- **Image Widget** – Add images to a page.
- **Related Documents Widget** – Create a dynamic list of documents referenced in the Document Center.
- **Share Widget** – Add a share button to your page so citizens can share content to their social media.
- **Slideshow Widget** – Add a slideshow of images.

Administrative Features

The administration of your CivicEngage site is browser based, with no installation of software needed. You'll be able to update the site from an internet connection on any platform (Mac or PC). Administrators can control the access to pages and manipulation of content as well as use automated features to streamline processes.

- **Admin Dashboard** – A home base for messages and quick access to your recent activities and time-sensitive action items such as pending approvals and expiring items.

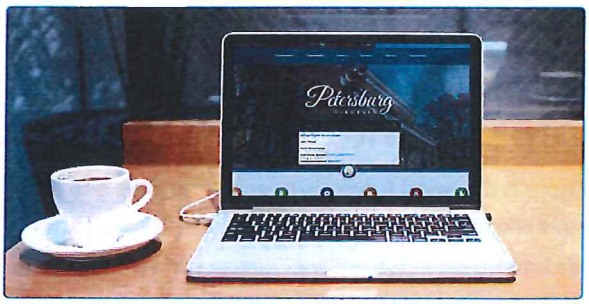


- **Content Scheduling & Versioning** – Set your content to auto-publish and auto-expire, with an archive of all published content and previous versions.
- **Dynamic Breadcrumbs & Site Map** – Breadcrumbs (used to show a visitor's location within the site) and the site map are dynamically generated and automatically update reflecting any changes made.
- **Dynamic Page Components** – Modules such as Calendar, FAQs, and News Flash, may be included as dynamic page components on any page.
- **History Log** – Track changes made to your website.
- **Intranet** – Use permissions to set a secure location on your website that allows employees to login and access non-public resources and information.
- **Levels of Permissions** – Assign staff members to groups with different levels of permissions of access and authority throughout the CMS.
- **Pending Approval Items** – Admins have access to a queue of pending items to be published or reviewed.
- **Website Statistics** – Piwik or Google Analytics provides web statistics for analysis.

User-Friendly Features

Not only is the CivicEngage CMS easy for your staff to use, various administrative features help your staff make a more attractive, engaging, and intuitive for your citizens.

- **Automatic Alt Tags** – Built-in features allow ongoing ADA compliance of your site.
- **Design Essentials®** – Tools that allow your staff to build, modify, and manage your website's look within the design and structure parameters of your website.
- **Link Redirects** – Instead of sending your users to http://civicplus.com/248/Awards-and-Recognition, you can send them to http://civicplus.com/awards.
- **Live Edit** – See where your information will be posted on a page before you make any changes with our WYSIWYG editor and drag-and-drop tools.
- **Maps** – Easily embed maps from Google, ESRI, and more using the HTML widget.
- **Mega Menu** – A main navigation menu makes it easy to get to any page on your site quickly.
- **Predictive Site Search & Log** – A powerful site search automatically indexes all content making it easy for visitors to find information across pages, documents, and images. All search words are kept in a log.



- **Printer Friendly** – Separates critical content from the site template to provide a clean print without menu structure and banner information included.
- **Real Simple Syndication (RSS) Feeds** – Allow patrons to sign up to receive email notifications.
- **Responsive Design** – With responsive design, your site adjusts to the screen size regardless of what device is being used, providing a seamless user experience.
- **Social Media** – Set various modules to automatically post to your Facebook and/or Twitter feeds and incorporate compatible social media feeds and widgets into your site.

> It's extremely easy for nontechnical users to use, giving them confidence early on. The modules are well-thought-out for use by a government entity. That's extremely helpful – you wouldn't get that with an off-the-shelf, generic CMS.
>
> **— Angie Kilbourne, Web Content Specialist for Irving, Texas**

- **Supported Browsers** – View your website in the two most recent versions of major browsers including Microsoft Edge, Firefox, Safari, and Chrome.
- **Third-Party Access** – Utilize iframes, embeds, and/or links to most of your third-party services. Or use our growing list of APIs as well as options from Zapier to build applications right from your website.
- **Translation** – Integration with Google Translate translates web pages into over 100 languages.

Accessibility Compliance

With over 20% of adults in the United States having a disability, you need a website that reaches all citizens. CivicEngage websites are highly compliant based on WCAG 2.0 A and AA guidelines, which encompass and surpass ADA accessibility requirements. This maximizes accessibility for all users while providing freedom to create a visually rich and appealing site. We utilize the following steps to provide you with a compliant and accessible website:

- We will deliver you a site that meet ADA (Section 508) and WCAG 2.0 A and AA levels.
- Your staff can use the Accessibility Checker within the CMS to scan content in the editor widget, News Flash, and FAQs for any accessibility issues so you can correct them before publishing.
- Our trainers will teach your staff best practices to keep your content and design elements accessible and up-to-date with the latest ADA/WCAG standards.
- Any new regulations that require code changes are done automatically, at least quarterly, with no additional effort required from you.
- In addition to updating the code, our product team also updates our best practices and provides regular updates to clients via our CivicPlus website, blog articles, webinars, and other publications.

AudioEye Partnership

CivicPlus also partners with AudioEye to provide a suite of accessibility tools and services at a discounted rate to our clients. Additional details and a quote can be provided upon request.

Credit Card Processing

CivicPlus Pay (Pay) is our secure, PCI-compliant, utility application integrated within the CivicPlus Platform. Local governments can use Pay within the CivicEngage, CivicRec®, and CivicOptimize® solutions to enable seamless payment capabilities.

Pay acts as the connector to facilitate a transaction between the CivicPlus solution and the selected payment gateway. Pay offers integrations with several common payment gateways to provide flexible payment solutions. CivicPlus has partnered with several integrated gateways to enhance the client experience through a streamlined relationship between the CivicPlus solution and the gateway that processes the payments.

If a partner payment gateway is utilized by the County, CivicPlus can assist with the facilitation, set-up, support, and troubleshooting services. Pay can also integrate with many other supported gateway providers in addition to our partner network, on a more limited fashion, to assist you in developing a successful system. Contact your sales representative for more details on our approved partner network and other supported gateway providers.

To utilize any of the approved gateways, an agreement will need to be executed directly between the County and the vendor, who will assess separate merchant account and transaction fees. Additional information can be provided upon request.

Because EMV and Card-Swipe devices are encrypted specifically for individual payment gateways, you'll need to leverage any required devices directly from your selected gateway provider for either purchase or rent. We are happy to assist in your procurement of such devices.

Functionality Disclosure

As CivicPlus continues to evolve and improve our solution to support our clients' needs and goals, we reserve the right to upgrade, replace, modify, or terminate any of the features and functionality elements listed, at our sole discretion, and when feasible, providing reasonable notice to our clients of any changes. These features and functionality are offered on a gratuitous basis to our clients, with no monetary value per feature, and should any changes be enacted, will not affect any terms in a signed agreement with CivicPlus.

The CivicPlus Platform

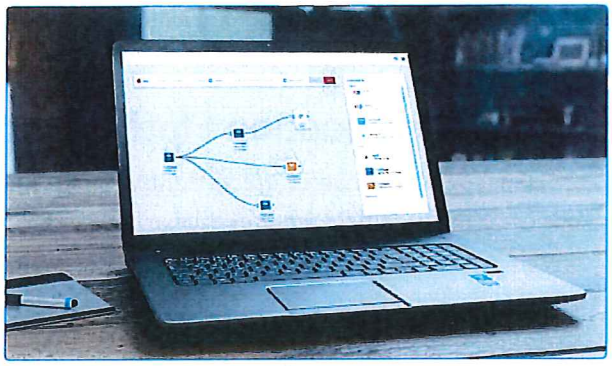
CivicEngage is part of the CivicPlus Platform, the integrated technology platform for local government, which means local governments minimize the need to rely on various third-party providers for multiple technology solutions.

- Single Sign-On (SSO) to all of your CivicPlus products supporting two-factor authentication and PCI Level password compatibility
- Easily access all purchased CivicPlus products and integrated solutions from one dashboard and toolbar
- Access to a continually growing and fully documented set of APIs in order to better connect your organization's processes and applications
- Centralized data store built on the HCMS with robust data automation and integration capabilities

Integration Hub

In today's world, your website has become the new city hall. To effectively reach the public of today, it is imperative that you integrate your data and systems, streamline your operations, and consolidate your messaging channels. Integration Hub is a tool that can help you unify your disparate cloud-based solutions and your CivicPlus solutions, assemble powerful workflows, and setup complex automations – without the need for a developer.

With Integration Hub's easy-to-use drag-and-drop interface, non-technical users can build integrations for syncing content and data between CivicPlus products or with third parties (for an additional fee) without the need for a developer. You can even easily create integrations using manual import, polling, and webhooks (for an additional cost).



The possibilities are endless with Integration Hub, but here are a few examples of integrations you can create with CivicEngage today:

- An integration that will take a News Flash update in a specific category and immediately post it to the Alert Center.
- An integration that will push a new Calendar Event to post directly in the News Flash module.

The Integration Hub will reduce the amount of manual work your staff needs to do in the course of their daily work. This will save valuable time by automating your most time-consuming manual workflows.

Optional Features

The following features are standard with your CivicEngage Package, at no additional cost.

E-Communication Platform

CivicEngage offers several effective and easy-to-use citizen engagement features. These tools easily integrate with the other key CMS features. Your staff can create dynamic and informative blog content as well as offer citizens a platform to connect with one another and share ideas. Allow citizens to subscribe to custom notifications, view multiple calendars and events, and easily report problems with a venue for communication. Inform citizens of breaking news and alerts. Each solution is tailored to the needs of local government and is simple to use—no coding skill necessary.

- Alert Center
- Blog
- Calendar
- Community Voice
- My Dashboard
- News Flash

Single Sign-On Integration

The CivicPlus Platform allows for single Sign-On (SSO) to all of your CivicPlus products supporting two-factor authentication and PCI Level password compatibility.

Video Center

Video Management – With our Custom HTML widget, videos from YouTube, Vimeo, and other video management tools can easily be embedded on any page of your site. CivicPlus Media is our integrated solution that is available for an additional fee.

Optional Project Enhancements

The following features are not standard with your CivicEngage Package, please contact your Account Executive for more information.

Premium Department Header Package

A Department Header Package is a cost-effective way for a department or division to informatively and graphically differentiate themselves from the look of the main (parent) site while leveraging consistent CMS administration.

Premium Department Header Package Includes:

- Site URL (if applicable)
- SSL Certificate / DNS & Hosting (if applicable)
- Site Identifier / Logo
- Global Navigation and Menus
- Banner Image(s) and/or Slideshow Image(s) (if applicable)
- Graphic Links
- Widget Content and Placement
- Custom Color Palette for the Department Header homepage and interior pages
- Matching Design Styles and Layout to the parent site
- Shared login and modules with the parent site (design of module pages will match parent site design)

Examples of a Premium Department Header Package

The examples provided below are representative of attributes found in a Premium Department Header Package, but may not expressly reflect the design package of your main website.

Phoenixville Borough, PA - Parent Site

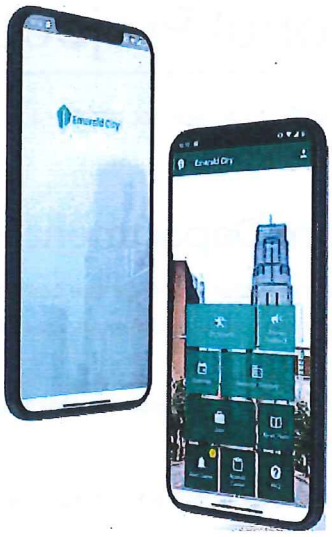
Recreation Department Header

Palm Beach Gardens, FL - Parent Site

Fire Department Header

CivicPlus Mobile

CivicPlus Mobile (Mobile) is the next evolution of the mobile experience for local governments and their citizens. Uniting all our powerful solutions, Mobile provides the solutions and experiences that enables and optimizes citizen engagement, all in a fully configurable, future-proofed mobile solution. Built by the experts in local government, for local government, Mobile offers features and functionality that enable public services and citizen engagement and satisfaction. You benefit from an optimized yet clean, mobile-specific solution that will create the experiences necessary to enhance citizen engagement and satisfaction.



- **Scalable Administration** – Easy enough for non-technical staff to manage daily but with the flexibility of a robust Build Tool Portal for staff to create and customize content.
- **Continuous, Automated Enhancements** – Deployed through the iTunes® App Store and Google™ Play Marketplace, Mobile delivers automated interface and feature improvements.
- **Mobile Accessibility** – With our use of material design and content labeling, mobile users with disabilities can now navigate and interact more easily with all our CivicPlus solutions.

Optional Redesign of Website

Beaufort County's proposed project does not include a built-in redesign however, this option can be added if desired now or at a later date. Should the County decide to include a redesign of the site, there would an additional $2,211 added to your recurring annual services fees. So when your site is ready for a refresh, there is no additional out of pocket expense to you. Included with our redesign services is a complete refresh of the design of your website to keep it looking fresh and innovative. You'll also receive a quality control review to ensure content is as expected with the new design application (no changes will be made to the content). You would be eligible to receive your website redesign after four years of continuous service with CivicPlus.

Exhibit A

NUMBER	FEATURE	OFFERED BY VENDOR (YES/NO)	VENDOR COMMENT
1	Manage and upload meeting agendas	Yes	This feature (or functionality) is provided standard with CivicEngage
2	Intuitive and audience-based navigation	Yes	This feature (or functionality) is provided standard with CivicEngage
3	Automatic expirations that allow content to expire from the public view	Yes	This feature (or functionality) is provided standard with CivicEngage
4	Automatic and dynamic breadcrumbs	Yes	This feature (or functionality) is provided standard with CivicEngage
5	Browser-based administration that allows users to update, delete, and create pages	Yes	This feature (or functionality) is provided standard with CivicEngage
6	Calendar feature with unlimited categories that allow for multiple display options and resident subscriptions, including a downloadable ical file	Yes	This feature (or functionality) is provided standard with CivicEngage
7	Contact Us form and features	Yes	This feature (or functionality) is provided standard with CivicEngage
8	Cascading Style Sheet (CSS) which allows for customizable templates	Yes	This feature (or functionality) is provided standard with CivicEngage
9	Self-serve citizen request tracking	Yes	This feature (or functionality) is provided standard with CivicEngage

NUMBER	FEATURE	OFFERED BY VENDOR (YES/NO)	VENDOR COMMENT
10	Department home pages	Yes	This feature (or functionality) is provided standard with CivicEngage
11	Document repository to upload, store, and retrieve documents in PDF and Word format	Yes	This feature (or functionality) is provided standard with CivicEngage
12	A site-wide emergency notification tool	Yes	This feature (or functionality) is provided standard with CivicEngage
13	Frequently Asked Questions (FAQ) tool with dynamic content	Yes	This feature (or functionality) is provided standard with CivicEngage
14	Site traffic information with analytics and site audit reports	Yes	This feature (or functionality) is provided standard with CivicEngage
15	Ability to track changes made to the website with a reviewable history log	Yes	This feature (or functionality) is provided standard with CivicEngage
16	Multiple levels of user roles and permissions	Yes	This feature (or functionality) is provided standard with CivicEngage
17	Ability to place links	Yes	This feature (or functionality) is provided standard with CivicEngage
18	Intranet/Extranet that provide for user-restricted pages	Yes	This feature (or functionality) is provided standard with CivicEngage
19	Ability to translate to other languages with a multi-lingual tool	Yes	This feature (or functionality) is provided standard with CivicEngage
20	A dynamic tool to showcase news & announcements	Yes	This feature (or functionality) is provided standard with CivicEngage
21	Provide sign-up opportunities for citizens to subscribe to various lists for fast and simple communciation about topics that interest them	Yes	This feature (or functionality) is provided standard with CivicEngage

NUMBER	FEATURE	OFFERED BY VENDOR (YES/NO)	VENDOR COMMENT
22	Access to customizable, fillable forms with the ability to track submissions	Yes	This feature (or functionality) is provided standard with CivicEngage
23	Image Center to hold images and dynamically showcase them throughout the site	Yes	This feature (or functionality) is provided standard with CivicEngage
24	Print-friendly pages	Yes	This feature (or functionality) is provided standard with CivicEngage
25	Ability to create friendly URL redirects	Yes	This feature (or functionality) is provided standard with CivicEngage
26	Rotating Photos/Banner Ads	Yes	This feature (or functionality) is provided standard with CivicEngage
27	Ability to have RSS feeds of site content	Yes	This feature (or functionality) is provided standard with CivicEngage
28	A powerful internal site search with filtering options and predictive search to enable citizens to find exactly what they need	Yes	This feature (or functionality) is provided standard with CivicEngage
29	Automatic site index of searched words	Yes	This feature (or functionality) is provided standard with CivicEngage
30	Scalable interface with Facebook, Twitter, and other social media sites	Yes	This feature (or functionality) is provided standard with CivicEngage
31	Staff Directory with the ability to show staff information dynamically throughout the site	Yes	This feature (or functionality) is provided standard with CivicEngage
32	Ability to play videos	Yes	This feature (or functionality) is provided standard with CivicEngage
33	Create and dispatch online surveys with the ability to monitor and analyze results	Yes	This feature (or functionality) is provided standard with CivicEngage

NUMBER	FEATURE	OFFERED BY VENDOR (YES/NO)	VENDOR COMMENT
34	Compliant with ADA/WCAG accessibility guidelines	Yes	This feature (or functionality) is provided standard with CivicEngage
35	24/7 technical support available through multiple contact channels	Yes	This feature (or functionality) is provided standard with CivicEngage
36	Security and Hosting a. How you plan to host the website b. Burst internet speed used by hosted site c. Disaster Recovery and Mitigation Plans d. How and what security protocols are implemented	Yes	This feature (or functionality) is provided standard with CivicEngage
37	OPTIONAL: Video on-demand hosting and streaming service	Yes	This feature (or functionality) is provided standard with CivicEngage
38	OPTIONAL: Ability to create newsletters for citizens to subscribe to	Yes	This feature (or functionality) is provided standard with CivicEngage

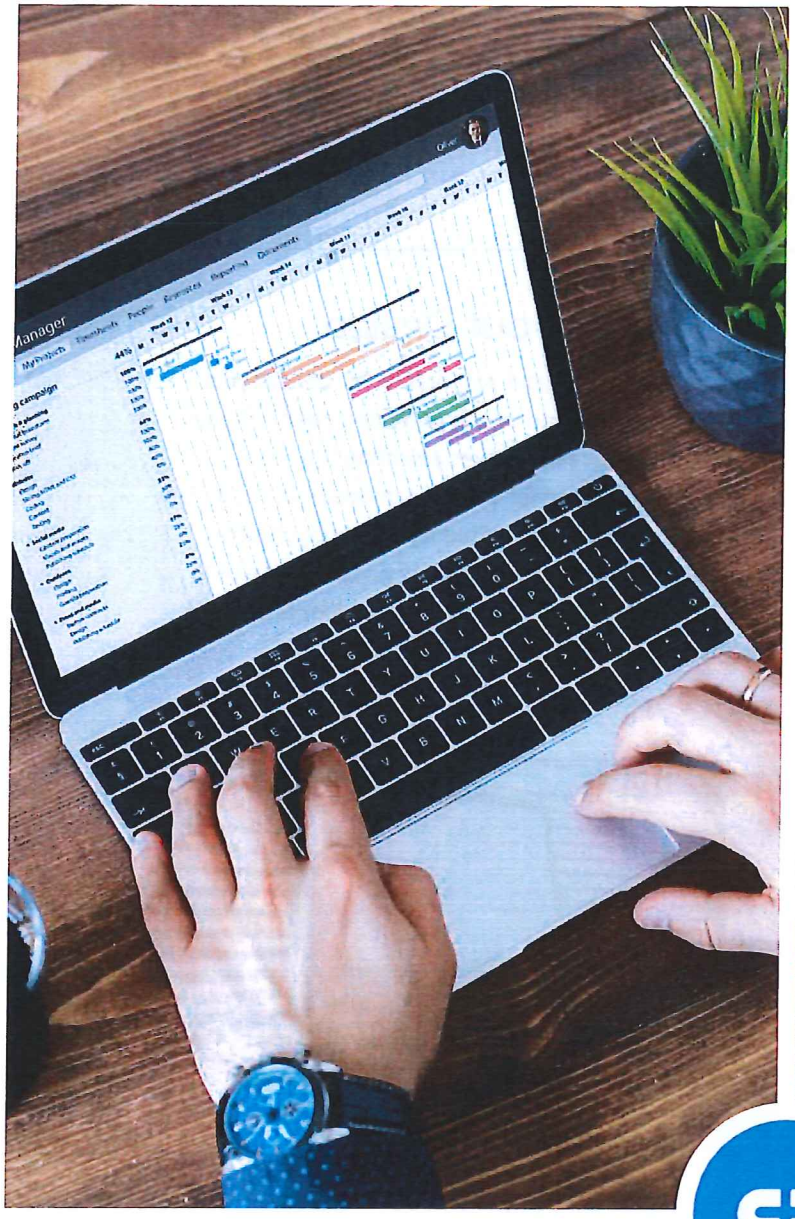
Design Process & Benefits

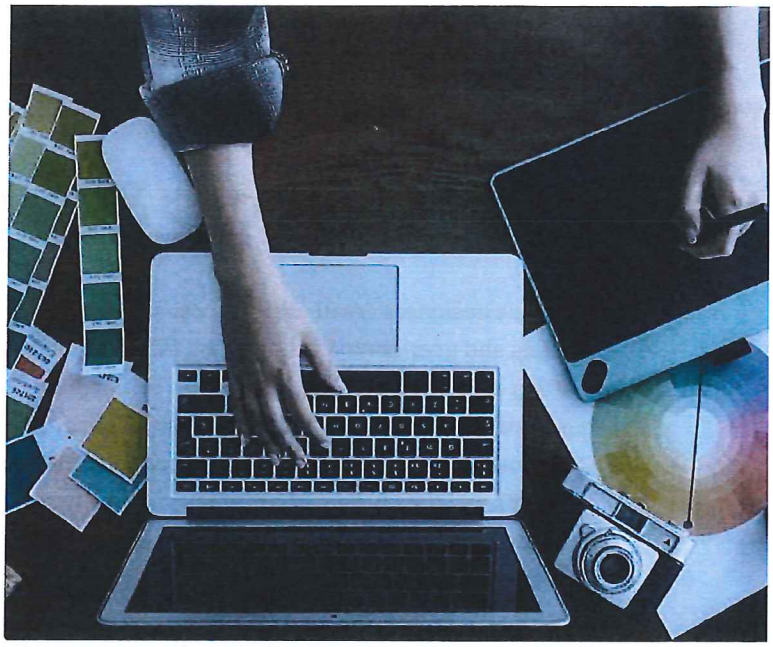
CivicPlus designers create distinct, visually appealing designs and user-centric experiences aimed at jump-starting civic pride while solving the old stigma that government websites are "hard to use and boring." CivicPlus designers solve these visual communication problems and help build a citizen-focused, interactive communication system. We blaze the creative trail to come up with visual styles to help encourage interaction. We will provide a well organized system to intuitively deliver content for community engagement.

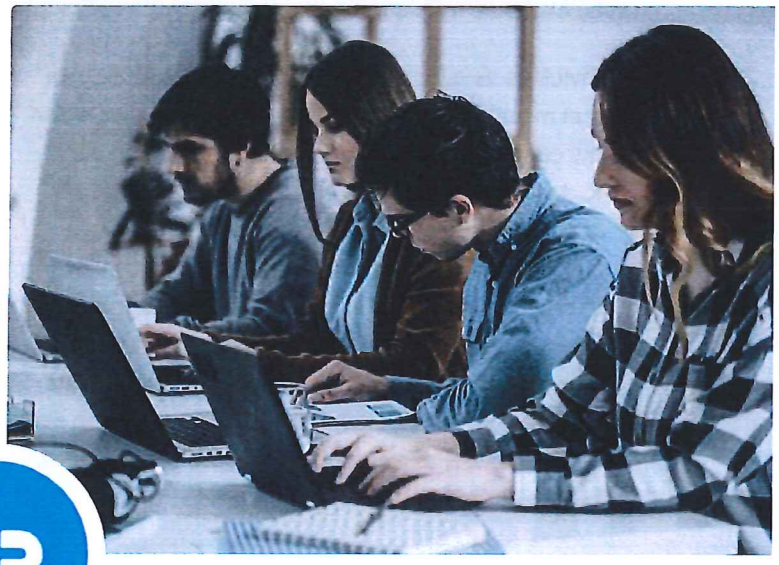
CivicPlus develops visual communication strategies that meet the ever-changing needs of our clients and the communities they serve. Our creative approach to design strategy combines a working knowledge of creative and new media methods. We're always looking for better and more creative ways to push design forward, using all of the established tools of our industry as a launching pad to propel our designs into the stratosphere. As the habits of users change, we seek new ways of encouraging citizen interaction and engagement within each of our client's communities.

Flexible Layout Design

You will meet with your Art Director to discuss your website vision based on the goals and needs of your users. This process involves selecting the order, placement, and format of your homepage content from a library of over 1,200 vetted layout configurations aimed at achieving your usability goals. This layout wireframe will provide the structural blueprint for the visual design application.







RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

Implementation Plan

IMPLEMENTATION PLAN

Project Timeline

Design creation, content development, configuration for usability and accessibility, dedicated training – CivicPlus delivers all of this and more during the development of your new website.

A typical project timeline ranges from 16 – 28 weeks. The County's exact project timeline will be created based on detailed project scope, project enhancements purchased, availability for meeting coordination, action item return and completion, approval dates, and other factors.

Your project timeline, tasks, due dates, and communication will be managed and available in real-time via Mavenlink project management software.

PROJECT START

1 **Initiate**
TWO TO FOUR WEEKS
- Project Kickoff Meeting
- Planning & Scheduling

2 **Analyze**
FOUR TO SIX WEEKS
- Client Deliverable Submission
- Design Discovery Meeting
- Content Process Meeting

3 **Design & Configure**
SIX TO TEN WEEKS
- Design Concept Development
- Design Concept Meeting
- Content Development
- Agendas & Minutes Migration
- Website Completion

4 **Optimize**
ONE TO TWO WEEKS
- Website Finalization

5 **Educate**
ONE TO TWO WEEKS
- Training Engagement

6 **Launch**
TWO TO FOUR WEEKS
- Website Launch

GO LIVE

Implementation

Phase 1: Initiate

Project Kickoff

During this initial meeting, your Project Manager will perform introductions, detail deliverables needed, provide a high-level overview of the development process, and introduce tools and resources used to manage your project.

Planning & Scheduling

Your Project Manager will create a comprehensive project timeline based on the project scope and your specific needs.

Phase 2: Analyze

Client Deliverables

Prospect will be responsible for submitting deliverables as outlined.

Design Discovery Meeting

Your Project Manager and Art Director will meet with you to discuss design preferences and establish design structure from flexible layout options.

Content Process Meeting

Meet with your Project Manager and Web Content Specialist to detail our content development process.

Phase 3: Design & Configure

Design Concept Development

You'll have the chance to review a responsive, functioning design concept prototype in an actual production environment. You will have the opportunity to evaluate the presented design concept and collaborate with your Project Team on any feedback and then final approval.

Content Development

Our Content Development team will migrate the agreed upon number of pages of content (including their text, documents, and images) from your current website to your new, CivicEngage website. Content will be enhanced for usability and accessibility, and we will organize your website pages to make them easy to navigate.

Agendas & Minutes Migration

The Content Development Team will download, upload, and organize an agreed upon number of meetings to the Agenda Center module.

Website Completion

Prospect will receive a completed production website featuring your approved design combined with the finished content.

Phase 4: Optimize

Website Finalization

Both the CivicEngage project team and you will prepare your website for launch. During this time, you will be able to make final adjustments to the content on your production site, as well as ensure overall satisfaction with your website.

Phase 5: Educate

Training Engagement

Our goal with your training plan is to give your staff the skills and tools they need to quickly and easily keep your website current. Your Trainer will deliver virtual training sessions for both administrators and users. These sessions will be customized to equip your staff with the knowledge and comfort level needed to prepare your website for launch and maintain it in the future. The training session will utilize your production website, so users are familiar with your specific configuration and you get real, hands-on learning opportunities.

Phase 6: Launch

Website Launch

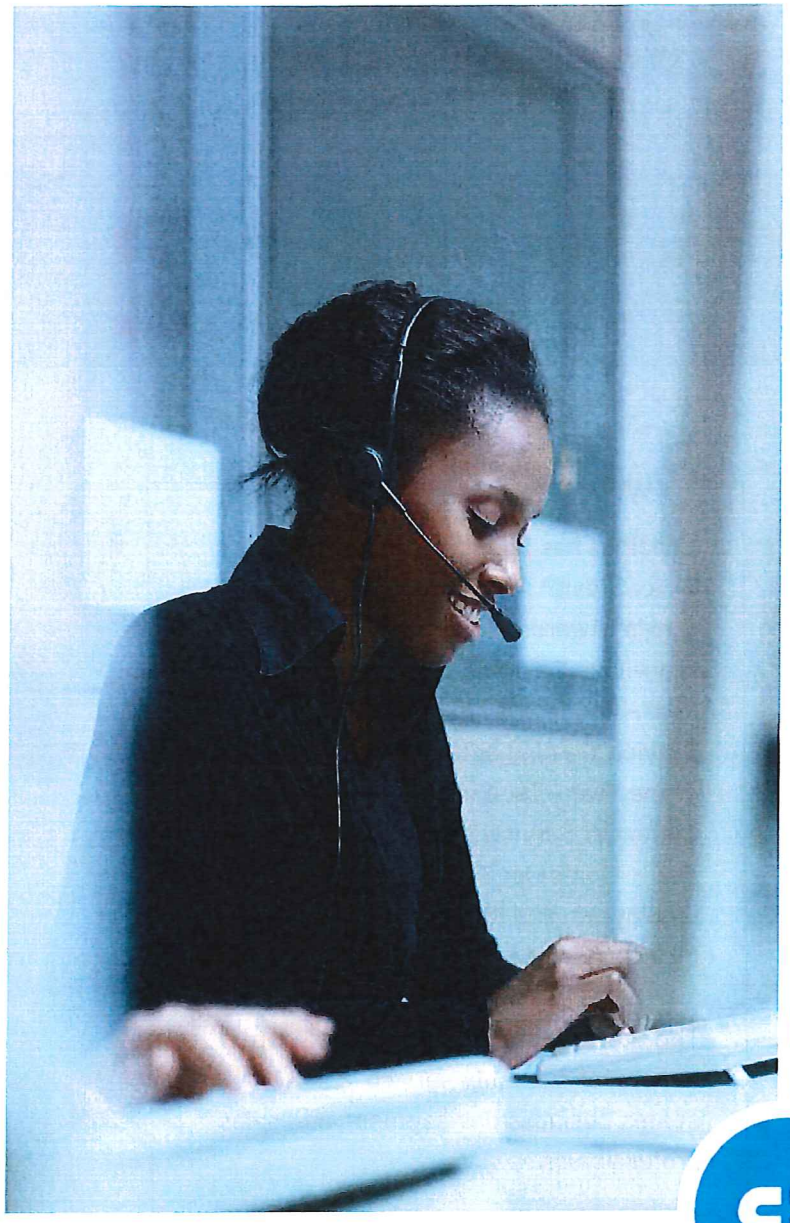
After final confirmation, your website will be made live and available to the public.

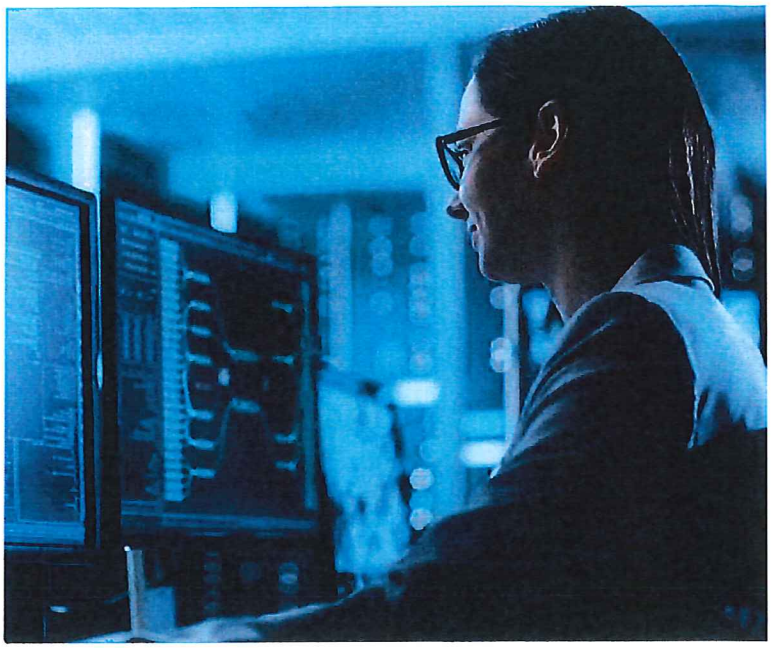
> This was hands down the easiest and most intuitive group I have ever worked with for a website redesign. Other website development companies I have worked with do not respond as quickly. My CivicPlus team read my mind whenever I needed something. Plus, our website's launch was flawless.
>
> **— Nicole Smestad, Marketing Director for Grand Forks, North Dakota Library**

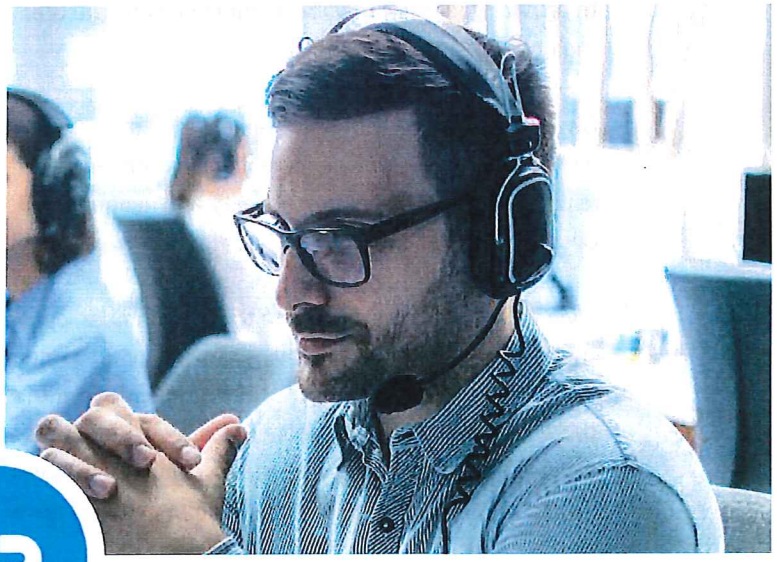
Beaufort County's Role

We will need your help to create the strongest possible website for your community. We will need you to:

- Gather photos and logos that will be used in the overall branding and design of your new website
- Provide website statistics to be utilized in reorganizing your website content, navigation, and design (if available)
- Complete the Design Form to communicate design preferences
- Provide technical information in the DNS form for the set-up of your website domain name(s)
- Perform reviews and provide official approvals throughout the project
- Update the content on your current website and delete any pages you no longer need
- Track website updates to be completed during your training session
- Ensure you have the most up-to-date web browsers installed on your organization's computers
- Compile a list of your website users and desired permission levels
- Reserve training location and necessary resources (computers, conference phone, etc.)







RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

Ongoing Services

ONGOING SERVICES

Technical Support & Services

Around-the-Clock Support Services

With technology, unlimited support is crucial. Our live support personnel based in the United States are ready to answer your staff members' questions and ensure their confidence.

CivicPlus' support team is available 7:00 a.m. – 7:00 p.m. CST to assist with any questions or concerns regarding the technical functionality and usage of your CivicEngage website.

CivicPlus Support will provide a toll-free number, online chat support, as well as an online email support system for users to submit technical issues or questions. If the customer support specialist is unable to assist with the question or issue, the three-tier escalation process will begin to report issues to our product engineering team for resolution.

Emergency support is available 24/7 for designated, named points-of-contact, with members of CivicPlus' support teams available for urgent requests.

Technical Support at a Glance

- Technical support personnel available 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)
- Accessible via phone, email, and live chat
- 4-hour response during normal hours
- 24/7 emergency support
- Dedicated Client Success Manager
- Online self-service help with the CivicPlus Help Center (www.civicplus.help)

Award-Winning

CivicPlus has been honored with two Silver Stevie® Awards and four Bronze Stevie® Awards in the categories of Front-Line Customer Service Team of the Year – Technology Industries, Customer Service Training or Coaching Program of the Year – Technology Industries, Customer Service Department of the Year – Computer Software - Up to 100 Employees, and Most Valuable Response by a Customer Service Team (COVID-19).

The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

Online Training

CivicPlus clients have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated team of support specialists to ensure we are providing the information and resources you need to optimize your CivicEngage solution. In addition, the Help Center provides our release notes to keep your staff in the loop on upcoming enhancements and maintenance.

> It's your people that make you good at what you do. Every time I call my Client Success Manager, it seems like he drops everything to help me. If I contact the Technical Support Team, they are right there to answer my questions and get it figured out. I've always had very responsive experiences when I've reached out to CivicPlus. I've worked with some great customer service reps at CivicPlus, and it's that relationship that matters.
>
> **— Jean Carder, Communications Coordinator for Louisburg, Kansas**

ENGAGEXCHANGE

The ENGAGEXCHANGE is an online brand community and the central hub of ideas, guidance, tips, advice, and more for our CivicEngage clients. It will focus on these two key ideas:

- **Connection** – Clients can connect with their peers to ask questions, discover solutions, share ideas, and join focus groups and beta opportunities.
- **Direction** – Clients will have the opportunity to provide targeted input on the future direction of the CivicEngage roadmap and will be able submit ideas for improvements and enhancements.

Ongoing Support

We won't disappear after your website is launched. You'll be assigned a dedicated Client Success Manager. They will partner with you by providing information on best practices and how to utilize the tools of your new system to most effectively engage your citizens.

Maintenance

CivicPlus is proactive in identifying any potential system issues. Through regularly scheduled reviews of site logs, error messages, servers, router activity, and the internet in general, our personnel often identify and correct issues before they ever affect our clients' web solutions. Our standard maintenance includes:

- Full backups performed daily
- Regularly scheduled upgrades including fixes and other enhancements
- Testing
- Development
- OS patches

Upgrades & Enhancements

We set high standards for government websites with our services. With CivicPlus, your content management system will be upgraded to keep pace with industry improvements and your visitors' changing needs.

Every month, CivicPlus pushes new updates to your CMS and infrastructure.

Enhancements and patches are communicated via the user admin dashboard of your website and email. New releases are communicated in the same way along with a quarterly webinar explaining the changes.

ONGOING SERVICES

Hosting & Security

CivicPlus protects your investment and takes hosting and security of our client sites seriously. Redundant power sources and internet access ensure consistent and stable connections. You'll find that our extensive, industry-leading process and procedures for protecting and hosting your site is unparalleled. From our secure data center facilities to constant and vigilant monitoring and updating of your system, including 99.9% guaranteed up-time (excluding maintenance).

If you experience a DDoS attack or threat, CivicPlus has mitigation and DDoS Advanced Security options available to you at the time of an event. Whatever your needs are we have an option that will be a fit for your community.

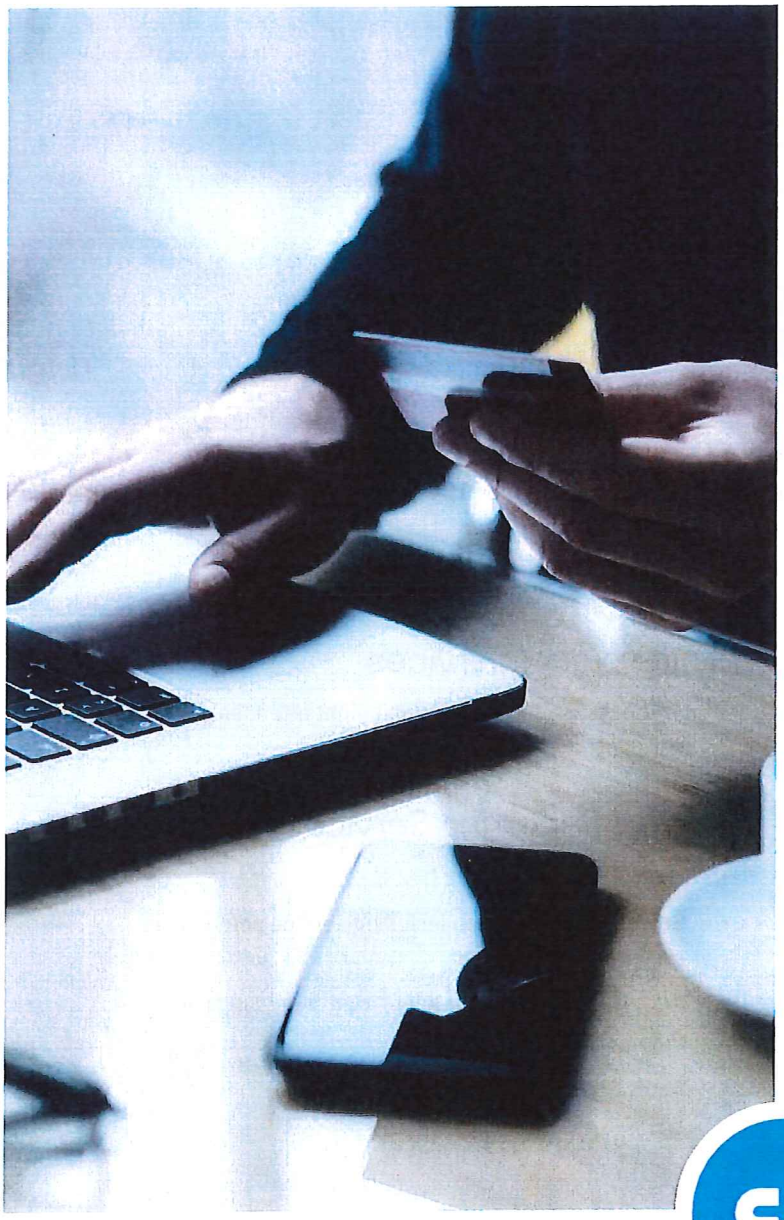
Data Center	Bandwidth
• Highly reliable data center & secure facility • Managed network infrastructure • On-site power backup & generators • Multiple telecom/network providers • Fully redundant network • System monitoring – 24/7/365	• Multiple network providers in place • Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack) • Burst bandwidth – 22 Gb/s

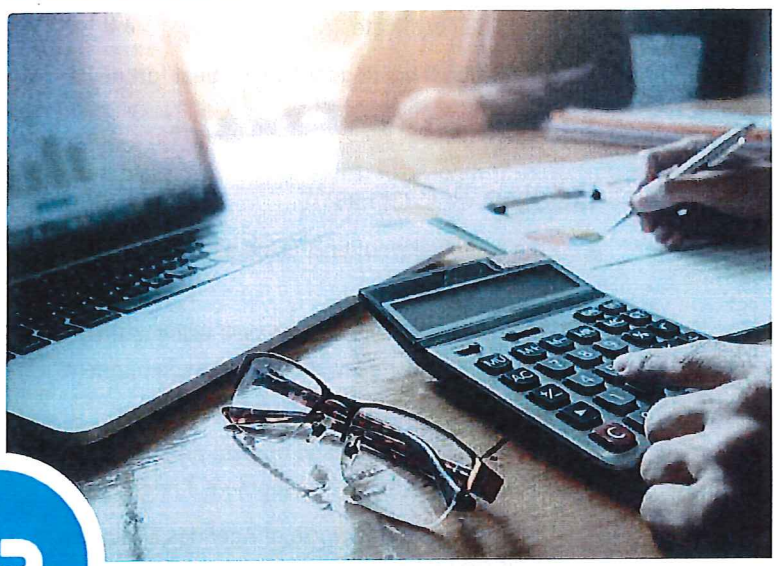
Hosting	
• Automated CivicEngage software updates • Server management & monitoring • Multi-tiered software architecture • Server software updates & security patches • Database server updates & security patches	• Antivirus management & updates • Server-class hardware from nationally recognized provider • Redundant firewall solutions • High performance SAN with N+2 reliability

Disaster Recovery	
• Emergency after-hours support, live agent (24/7) • On-line status monitor by Data Center • 8-hour guaranteed recovery TIME objective (RTO)	• 24-hour guaranteed recovery POINT objective (RPO) • Pre-emptive monitoring for disaster situations • Multiple, geographically diverse data centers

DDoS Mitigation	DDoS Advanced Security Coverage
• Defined DDoS Attack Process • Identify attack source and type • Monitor attack for threshold* engagement	Not Included. Additional coverage available at time of event. Additional fees will apply.

*Thresholds: Traffic exceeds 25 Mb/s sustained for 2+ hours. Traffic over 1 Gb/s at any point during attack





RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

Investment Proposal & Fees

Project Cost

CivicPlus can appreciate the monetary constraints facing our governments each day. To help ease these concerns and assist with budgeting and planning, our proposed project and pricing is valid for 90 days from June 9, 2021.

Features & Functionality

- CivicEngage Central CMS tools, widgets, & features
- One SSL certificate
- DNS setup & hosting for URL co.beaufort.nc.us
- 100 GB of storage

Design & Content

- One website layout built using available flexible layout options
- One custom website design built using approved layout & up to one advanced design component
- 200 pages Content Development from URL co.beaufort.nc.us- based on best practices, we can talk about additional development if needed
- Up to 100 meetings worth of Agendas & Minutes PDF/DOC Migration

Professional Services

- Two days virtual training (limit eight attendees/ session)

Annual Recurring Services

- Hosting & Security
- Software maintenance including service patches & system enhancements
- 24/7 Technical support & access to the CivicPlus Help Center
- Dedicated Client Success Manager

Year 1 Standard List Price	~~$37,631~~
Year 1 Total Discount	($3,358)
Total Year 1 Investment Includes development fees and Year 1 annual services	$30,273
Year 2 Annual Recurring Services Includes 5% technology uplift	$5,250

CivicPlus Project Pricing & Invoicing

CivicPlus prices on a per-project, all-inclusive basis (stated in US dollars). This type of pricing structure eliminates surprise costs, the uncertainty of paying by the hour, and is overall more cost effective for our clients. It provides you with a price based on the products and features listed in this proposal that only varies if additional functionality, custom development, security, escrow requirements, or other design or project enhancements, outside of the included scope, are added prior to contract signing.

CivicPlus Offers:

Standard CivicEngage Central Invoicing

- 30% of Year 1 fees due at contract signing – remaining 70% due at project completion or at the six-month mark in the implementation process – whichever date is earlier
- The first-year Annual Services fee is included with your Year 1 cost
- Subsequent annual invoicing occurs on the anniversary of the contract signing date, and is subject to a five percent technology fee uplift each year starting Year 2 of your contract

Customized Billing/Invoicing

- We can discuss other billing options with you before contract signing and, if feasible, develop a plan that works for all parties
- Not available with all CivicPlus products – please contact your sales representatives for more details

CivicPlus Advantage Invoicing

- Zero-interest payments that divide the One-Time Implementation expense of your project over the first three years of your contract
- Each payment will also include your Annual Services and any other fees if applicable
- May not be available with all products offered by CivicPlus

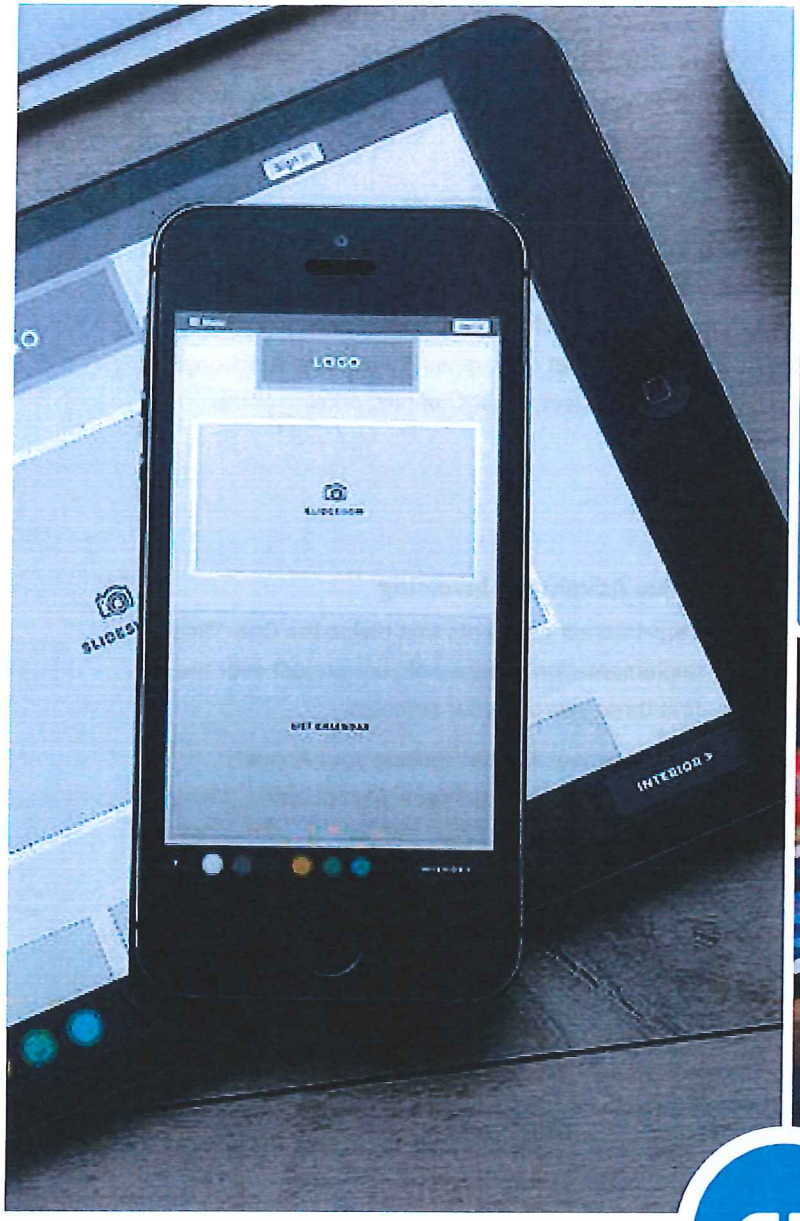
Payment Gateway Account

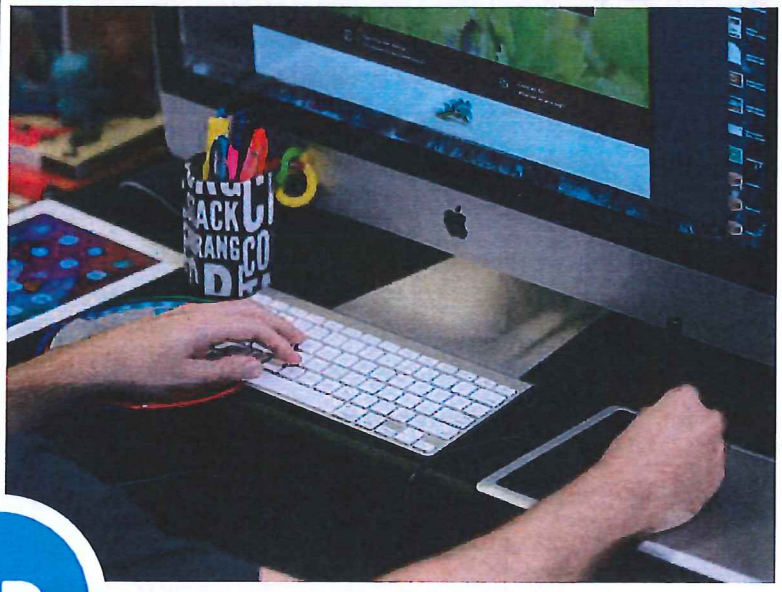
- Your chosen Payment Gateway will collect and disburse all credit card monies
- If selected, any of our partner Payment Gateway Vendors will conduct a rate analysis upon discovery to provide the most competitive percentage + fee per transaction rate
- CivicPlus Pay integrates with several Payment Gateways to provide maximum flexibility to our clients' needs

CivicPlus wants our clients to succeed in delivering a viable, sustainable, and flexible technology solution to their communities. We will work with you before contract signing to determine which of our billing processes will meet both your needs for budget planning and our accounting processes.

Right to Negotiate

A successful project begins with a contract that meets the needs of both parties. This proposal (including all supporting, technical, or specification documents required for submittal with the current RFP) is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements as provided in the RFP before a final agreement is reached. We look forward to developing a mutually beneficial contract with the County.





RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

Additional Products Offered

Products Offered by CivicPlus

CivicHR® is a cloud-based human resource software solution specifically for local government. Our cloud-based software integrates and organizes data, automates job postings, collects applications, simplifies employee onboarding, and manages performance.

CivicReady® is a multi-channel communication solution that allows you to communicate routine or emergency news to citizens within seconds with actionable information using a single interface, saving you time and amplifying your reach.

CivicRec® is the most powerful software solution available in the recreation industry. With an interface that is easy to use for both staff and citizens, and robust tools for managing activities, facilities, and point-of-sale, CivicRec offers integrated functionality to manage memberships, instructors, sports leagues, volunteers, and ticketing.

CivicClerk® is the fastest, most intuitive way to streamline the entire agenda management process— from creating agenda items to managing live meetings and creating post-meeting follow-up tasks. It provides time-saving automation, while allowing clerks to balance such convenience with manual controls and overrides. Internal collaboration with CivicClerk is easy with customized workflows, version tracking, and built-in communication tools.

SeeClickFix powered by CivicPlus is your guaranteed solution to handle the communications, workflows, and data for every request from the moment they're opened to the moment they're closed. With SeeClickFix, you can handle request management, work management, and integrate your systems to streamline your processes and better serve your community.

CivicOptimize Productivity allows you to easily create efficiency-centric applications, including a scalable software suite of deployment-ready apps, forms, integrated systems, and the ability to integrate your favorite CivicPlus solutions.

NON-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

Amy Vikander, being first duly sworn deposes and says that:

1. He/she is the Vice President (title) of CivicPlus, LLC (company name);
2. He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not collusive or sham bid;
4. Neither the said bidder, nor any of its officers, partners, Beaufort County agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix any overhead, profit, or cost element of the bid price of any other bidder to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against Beaufort County, or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, Beaufort County, employees, or parties, in interest, including this affiant.

Amy Vikander (SEAL)

VP of Client Services (TITLE)

Subscribed and sworn to before me,
this the 21 day of May, 2021.

Notary Public Hannah Norsworthy

County of Riley, KS ~~, NC~~

My Commission expires 1/13/2025

HANNAH NORSWORTHY
Notary Public, State of Kansas
My Appointment Expires
1/13/2025

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BEAUFORT COUNTY
NORTH CAROLINA

COUNTY OFFICIALS
Brian M. Alligood, County Manager
Katie Mosher, Clerk to the Board
Anita Radcliffe, Finance Director
David Francisco, County Attorney

Addendum No. 1

Issue Date May 27, 2021
RFP BC-FY21-001 Website Design & Development

Pursuant to Section 2.2.5 of the aforementioned Request for Proposals, this addendum is being issued to provide clarification to specifications of the bid following questions from potential bidders. The Proposer must acknowledge receipt of this addendum for the Proposal to be deemed acceptable. No consideration will be allowed due to any potential Proposer not being aware of or familiar with this addendum. This addendum shall form part of the RFP and is to be read, interpreted, and coordinated with all other parts.

Questions regarding RFP BC-FY21-001

1) p.3, secure data center. We assume hosting (and support) must occur within the United States. Please confirm.
Yes, hosting within the United States

2) p. 7, Submittal requirements. We assume the County will accept either email or hardcopy submission, at the bidder's option. Please confirm or clarify.
Yes. The RFP states one emailed copy and one hardcopy

3) p. 9, Non-Collusion Affidavit. We assume the Non-Collusion Affidavit must be submitted with the proposal. Please confirm or clarify.
Yes, Non-Collusion Affidavit to be submitted with the proposal

4) Does the county require SEO services to be incorporated?
SEO was not a requirement, but you can certainly show it in your proposal.

5) Has a budget been established for this project, and if so, can it be shared?
No budget has been established.

6) p. 4, online job postings and applications. Applicants will be entering personal information via the website. We assume that access to this personal data is restricted to County employees based on their role in the hiring process. Please confirm.
Yes, this type of personal information will be restricted.

BEAUFORT COUNTY ADMINISTRATION BUILDING
121 West 3rd Street * Washington, North Carolina 27889 * Phone (252) 946-0079 * Fax (252)-946-7722

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BEAUFORT COUNTY
NORTH CAROLINA

7) p. 4, online payments. We assume the actual payment will occur via a third-party payment processor. Please confirm or clarify.
Yes, that is done by a 3rd party processor.

8) What is the average number of monthly page views on the website?
In 2020 it was reported that there were approximately 256,000 unique visitors and 557,000 total number of visits.

9) How often do you expect content to be added or edited?
Sometimes daily. Weekly and monthly.

10) What other channels besides the web used to engage with users? (Ex. email, SMS, etc.)
Email, Vimeo, YouTube, Facebook

11) Is the County expecting a separate mobile app to be built or just a responsive design would suffice ?
Responsive design that would mimic the County website should suffice.

12) Please let us know the different types of users in the system.
Currently there are 4 system admins and approx. 5-6 CMS editors. Ideally, each department would have the capability to do so, if desired

13) Is there an Active Directory/LDAP server available with the County or should the vendor plan for the set up?
Due to the County being on multiple domains, the vendor should plan for setting up access.

14) Can you let us know the different integrations that are anticipated other than the payment gateway?
Integrations with social media (Facebook, YouTube, Vimeo, etc.)

15) In the RFP, the County mentions 'Intranet/Extranet - Restrict pages by login.' Specifically, what types of content/pages is the County hoping to require logins for?
Each dept to have the ability to have their own pages. For example: Each dept follows the County Policy but may have the need for the agency's policy. They may want to upload specific onboarding. Possibly a newsletter for the agency; shouldn't be too extravagant

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NORTH CAROLINA

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RECEIPT OF ADDENDUM ACKNOWLEDGEMENT
ADDENDUM NO. 1

For RFP BC-FY21-001 Website Design and Development

Please acknowledge receipt of the above ADDENDUM issued by Beaufort County in Washington NC, by signature and recording the date of receipt below.

Bidder: CivicPlus, LLC

Authorized Signatory: _____ Date: May 27, 2021

NOTE: This form may be emailed to Hollie Jones at hollie.jones@co.beaufort.nc.us .

- **Company Profile**
  - 22 years of experience.
  - 350 employees.
  - 4,000 plus local government clients across US and Canada with 20 plus years of experience.
- **Compliance**
  - ADA Section 508 and WCAG Level A & AA at go-live date. Accessibility Checker within the CMS can be used to check for issues before publishing updates.
  - Credit Card Processing – CivicPlus Pay which is PCI-compliant. If a partner payment gateway is utilized by the County, CivicPlus can assist with the facilitation, set-up, support, and troubleshooting services or even possible integrate with many providers. (See page 20).

- **Key Features** (Specific Functions/Features can be found on page 15 – 28):
  - Community Voice – lets you interact with citizens about projects in the community.
  - News Flash – post organizational news items that important to citizens.
  - Alert – Post emergency or important information on the website to notify citizens via email and SMS (text messages).
  - Document Management Center – includes Agenda Center, Archive Center, Document Center, Forms Center, Photo Gallery, and Staff Directories.
  - Information & Navigation – FAQ section (reduces phone and foot traffic for staff), Quick Links – place links to often-requested information directly on the page of your choice.
  - Department Specific – Activities, Facilities & Reservations, Job Postings (accept online job applications), **Bids** – Post sortable and subscribable bids. **Departmental Home Pages** – Departments within the county can have dedicated pages within the main site that still follow the same design as other interior pages. Example: Public Works can have calendar events, News Flash, etc. to differentiate from the rest of the website.
  - **Administrative Features:**
    - Set content to auto-publish and auto-expire with an archive of all published content and previous versions.
    - History Log – tracks changes made to the website.
    - Intranet – Use permissions to set a secure location for employees to login and access non-public resources and information.
    - Website Statistics – Piwik or Google Analytics to provide web statistics.
    - Link Redirects – instead of sending users to a long website such as www.civicplus.com/248/Awards-and-Recognition you can send them to www.civcplus.com/awards.
    - Live Edit – allows you to view pages before they are published to the public WYSIWYG (What You See Is What You Get) and other drag and drop tools.
    - Maps – Embed maps from Google, ESRI, and more using the HTML widget.

        - Predictive Site Search & Log – auto-indexes all content making it easy for visitors to find information actors pages, documents, and images.
        - Printer Friendly – Separates critical content from the site template to provide a clean print.
        - Responsive Design – Screen adjusts to your device.
        - Social Media – allows various modules to automatically post to Facebook and/or Twitter feeds.
        - Translation – via Google Translate.

    - Optional Features that were included with CivicEngage Package at no additional cost.
        - E-Communication – Includes an Alert Center, Blog, Calendar, Community Voice, My Dashboard, and News Flash.
        - Sign Sign-On Integrations – Supports two-factor authentication and PCI level compatibility.
        - Video Center – Custom HTML widget allow videos from YouTube, Vimeo, and other video management tools.

Project Timeline – typically takes 16 – 28 weeks but the exact timeline will be determined during the project scope and other factors. (Pages 31 – 34)

Support / Maintenance

- Will have a dedicated Client Success Manager to provide best practices and how to engage citizens after the website is launched.
- 24/7/365 support that is available via chat, phone, and email or accessing a self-service tutorial and user guide on CivicPlus Help Center.
- Receive continuous system updates to keep your system running at optimal capacity.
- Maintenance
    - Full backups daily
    - Regularly scheduled upgrades including fixes and other enhancements.
    - Testing
    - Development
    - OS Patches
    - Each month new updates are pushed to the CMS and infrastructure. Communications on enhancements and patches are communicated through the admin portal and via email. New releases are communicated the same way along with quarterly webinars to explain the changes.

Hosting and Security – page 38

- Enterprise-Level Hosting environment that is monitored 24/7/365 and backed by a guaranteed 99.9% uptime excluding maintenance.
- Redundant infrastructure with on-site power backup and generators.
- Multiple telecom/network providers.
- Monitored 24/7/365
- Bandwidth
    - Multiple providers in place.

- Unlimited bandwidth usage for normal business operations
- Burst bandwidth – 22 Gb/s

- **Hosting**
  - Server and Database server updates and security patches.
  - Antivirus management
  - Redundant firewalls
  - High Performance SAN with N+2 reliability.

- **Disaster Recovery**
  - Emergency after hours support with a live agent 24/7
  - Online status monitor by Data Center
  - 8 hour guaranteed recovery TIME objective.
  - 24 hour guaranteed recovery POINT objective.
  - Pre-emptive monitoring for disaster situations.
  - Multiple, geographically diverse data centers.

- **DDos Mitigation**
  - Defined Attack process
  - Identify attack source and type
  - Monitor attack for threshold engagement.
  - Advanced Security Coverage can be purchased at the time of the event

Beaufort County
Agenda Abstract

Meeting Date: 8/2/2021

Agenda Section: Item for Discussion

Presenter: James Madson, Public Health

Agenda Title: Covid-19 Update

Summary of Information: A Health Department representative will give an update on the Covid-19 response/status.

Submitter Recommendations/Motions: Information only.

Attachments:

.

Beaufort County
Agenda Abstract

Meeting Date: 8/2/2021

Agenda Section: Item for Decision

Presenter: Chris Newkirk, Emergency Services

Agenda Title: Storm Debris Removal & Monitoring Contract

Summary of Information: Beaufort County is currently in the renewal of a 3-year contract with Southern Disaster Recovery (SDR) for the provision of storm related debris removal. (Initiated on Oct. 25, 2018) Since entering this contract, North Carolina's Department of Public Safety (NC DPS) has executed a statewide Debris Management contract, which includes provisions that would allow local governments and state agencies to enact as needed. This new statewide contract is compliant with State & Federal requirements and offers services that are currently not included in our existing debris contract. (i.e. Debris Monitoring)

Participation in the statewide plan would relieve the county of the responsibilities associated with maintaining a state / federal compliant contract while also allowing us to continue our established processes of enacting debris removal, providing oversight / management of operations and completing the associated reimbursement process.

Submitter Recommendations/Motions: The Office of Emergency Services respectfully request your approval to participate in the NC DPS statewide Debris Management contract and allow our existing contract with SDR to expire as scheduled. (If approved, a letter of intent will be sent to SDR informing them of our intention not to renew in accordance with our existing contract.)

Attachments:

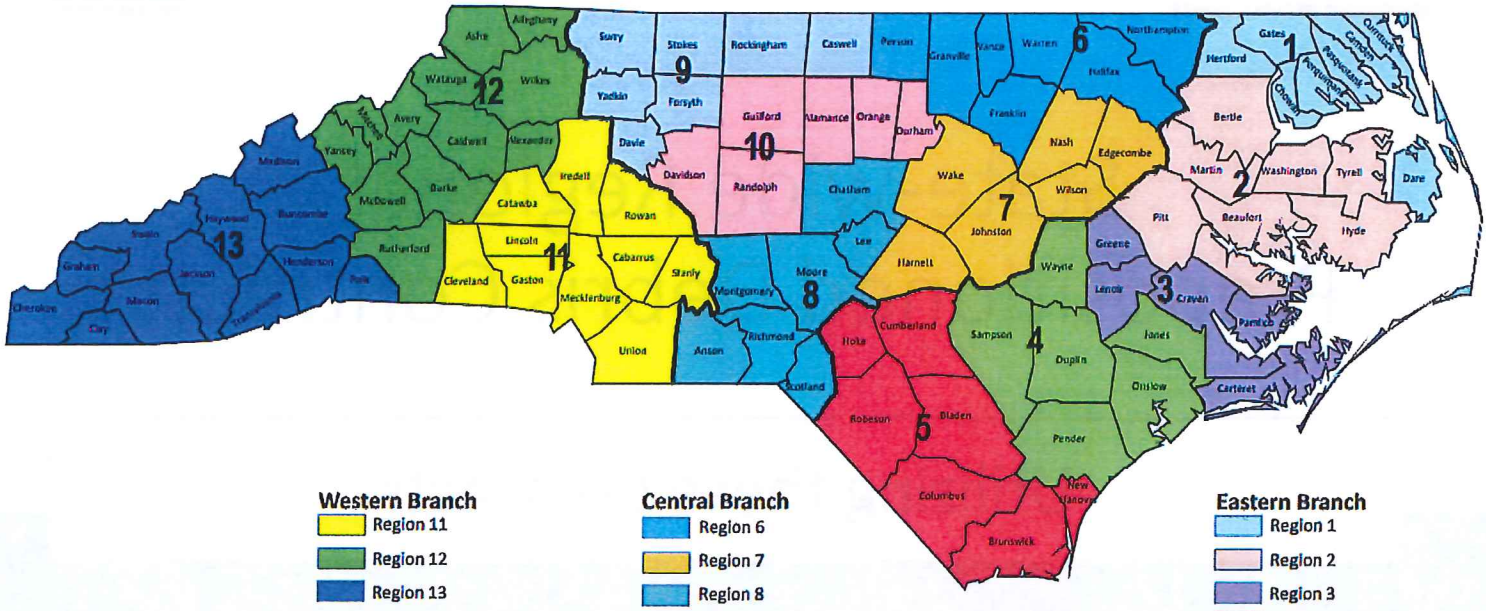
.

North Carolina Emergency Management

State-wide Regional Prepositioned Debris Contracts

Utilizing these Contracts

Regions


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

Program Basics

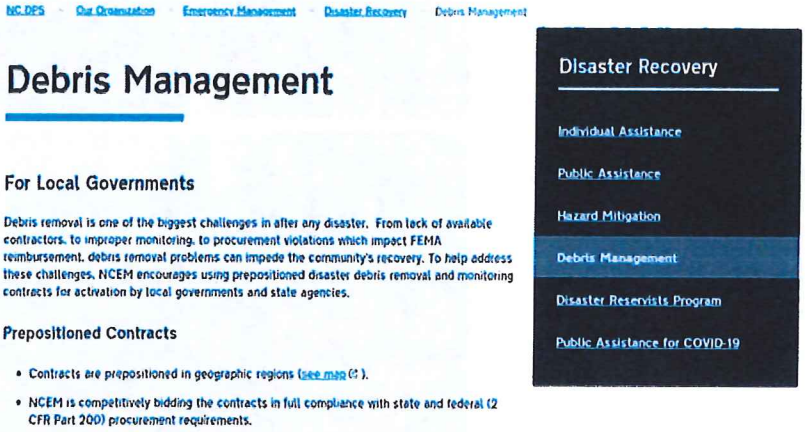
- **Purpose:** To properly procure and preposition disaster debris removal and monitoring contracts that may be activated by state agencies and local governments in any disaster event, to aid in overall recovery and speed of response.

- The program is **completely voluntary.**
- Hauling and Monitoring are **independent** contracts and do not have to be activated together.
- Activating Entity will still be responsible for all aspects of the recovery process, including **fiscal management and area priorities.**

Resources

WEBSITE

- NCEM Debris Management Resources



NC DPS · Our Organization · Emergency Management · Disaster Recovery · Debris Management

Debris Management

For Local Governments

Debris removal is one of the biggest challenges in after any disaster. From lack of available contractors, to improper monitoring, to procurement violations which impact FEMA reimbursement, debris removal problems can impede the community's recovery. To help address these challenges, NCEM encourages using prepositioned disaster debris removal and monitoring contracts for activation by local governments and state agencies.

Prepositioned Contracts

- Contracts are prepositioned in geographic regions (see map).
- NCEM is competitively bidding the contracts in full compliance with state and federal (2 CFR Part 200) procurement requirements.

Disaster Recovery

- Individual Assistance
- Public Assistance
- Hazard Mitigation
- Debris Management
- Disaster Reservists Program
- Public Assistance for COVID-19

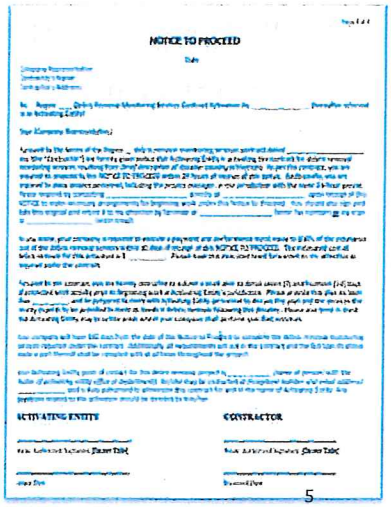
EMAIL

- debris@ncem.org

- This email is maintained and answered by members of NC Emergency Management's Recovery Debris Team.

How to Activate

1. A one page Notice to Proceed document must be forwarded to the contractor to activate the contract.
   - This document is available on the NCEM Debris Management Resources
2. Notice to Proceed should be sent to the listed Area Representative for the Contractor.
3. Primary, Secondary and Tertiary Contractors have been awarded; however, you must use the Primary Contractor unless they inform you they have reached capacity. Same with the Secondary.
4. Full terms, conditions and pricing are incorporated by reference.



NOTICE TO PROCEED

ACTIVATING ENTITY

CONTRACTOR

5

Information Needed to Activate

What NCEM Makes Available

- Contractor Contact Information
- Region Designation
- Contract Number and Date

Activating Entity Provides

- Activating Entity Point of Contact for Contract Matters with Contact Information
- Activating Entity Point of Contact for Work Performance Matters with Contact Information
- Estimated Debris Costs
- Required Work Plan Date

What these Contracts <u>Are Not</u>

1. Prepositioned Contracts do not transfer the financial responsibility. As the activating entity you will incur costs related to your own recovery will still be the applicant for FEMA Category A reimbursement in federally declared major disasters
2. Activating entities will still manage and oversee the debris operations in their respective jurisdictions (including obtaining all necessary permits).
3. NCEM will not manage local debris operations or apply for Category A reimbursement on behalf of another state agency or local government.
4. Local Governments will enter into MOAs with NCDOT for debris removal along state-designated roads as needed and under separate agreements directly with NCDOT according to NCDOT policies and procedures.

STATE OF NORTH CAROLINA

DEPARTMENT OF PUBLIC SAFETY

Invitation for Bid #: 19-IFB-015121-DAD

Regional Prepositioned Debris Monitoring

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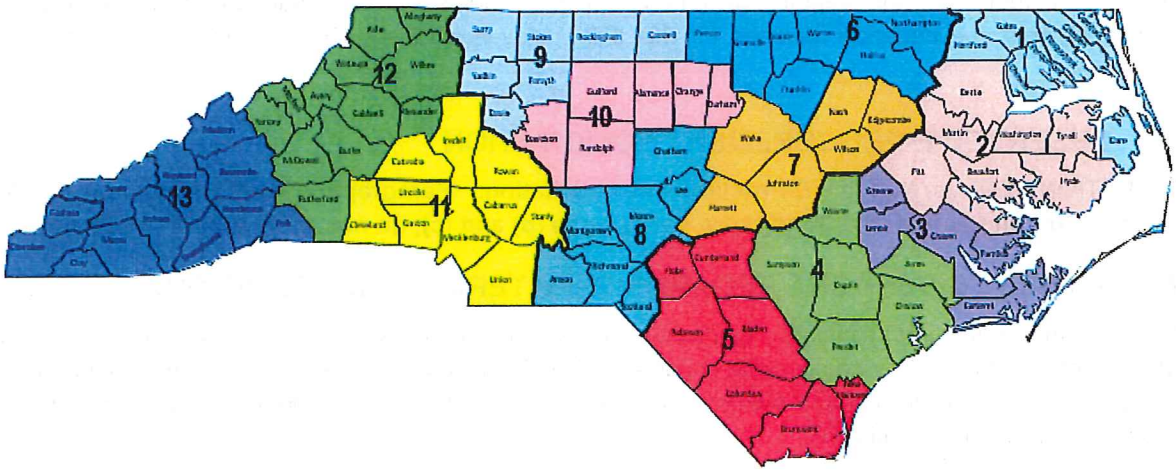
1.0 PURPOSE AND BACKGROUND

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

This Invitation for Bid, hereafter, IFB, is designed to solicit Bids from qualified Vendors for thirteen regional contracts to be awarded based on geographic regions as described below. Each region has its own unique geographic challenges and all Vendors are encouraged to research, prior to bid submission, the areas described below, and evaluate their ability to respond to the unique needs of each region. Vendors are also encouraged to review the debris quantity forecasts in ATTACHMENT I.

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



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

public property, and/or drainage easements, within a geographic region. Entities activating a debris monitoring services contract are referred to in this IFB as "Activating Entities."

Pursuant to NCGS 166A-19.12(13), NCEM has the power as delegated by the Governor and the Secretary of the Department of Public Safety for the "Administration of federal and State grant funds provided for emergency management purposes, including those funds provided for planning and preparedness activities by emergency management agencies." FEMA provides disaster assistance for debris removal under the Stafford Act at 42 U.S.C. 5173, 5189f, and 5170b. As the Recipient, the Public Assistance Section of NCEM "receives funding under the disaster declaration and disburses funding to approved subrecipients." Pursuant to 44 C.F.R §206.222, Applicants for Public Assistance include:

(a) State and local governments.

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

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

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

2.0 GENERAL INFORMATION

Quantities referenced in this document represent the best available estimates of the State's requirements. Each disaster is unique. Therefore, nothing in this document shall be construed to prevent the State, when necessary, from soliciting bids to acquire additional debris removal services, nor shall it be construed to require the State to purchase services beyond its actual requirements.

This is a multi-vendor awarded contract to ensure the needs of the Activating Entity are met; however, no quantities are guaranteed.

2.1 INVITATION FOR BID DOCUMENT

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

2.2 RESERVED E-PROCUREMENT SOLICITATION

ATTENTION: This is NOT an E-Procurement solicitation. Paragraph #16 of Attachment C: North Carolina General Contract Terms and Conditions, paragraphs (b) and (c), do not apply to this solicitation.

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

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

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this IFB, those must be submitted as questions in accordance with the instructions in Section 2.5 BID 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 IFB 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 process, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's Bid. This applies to any language appearing in or attached to

the document as part of the Vendor's Bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the Bid non-binding or subject to further negotiation. *Vendor's Bid shall constitute a firm offer.*

By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's Bid as nonresponsive.

Any bid that contains language that indicates the bid is non-binding or subject to further negotiation before a contractual document may be signed shall be rejected.

2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	July 10, 2020
Voluntary (highly encouraged) Pre-bid Meeting (virtual)	State	**July 21**, 2020 at **2:00 PM** ET via WebEx
Submit Written Questions	Vendor	**July 24**, 2020 by **2:00 PM** ET
Provide Response to Questions	State	July 28, 2020
Submit Bids	Vendor	**August 10**, 2020 by **2:00 PM** ET
Contract Award	State	As soon as possible after evaluation
Contract Effective Date	State	Immediately upon contract execution

2.5 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best Bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to angie.dunaway@ncdps.gov by the date and time specified above. Vendors should enter "**19-IFB-015121-DAD Questions**" as the subject for the email. Questions submittals should include a reference to the applicable IFB section and be submitted in a format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question ...?

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 form of an addendum to the Interactive Purchasing System (IPS), http://www.ips.state.nc.us, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

2.6 BID SUBMITTAL

IMPORTANT NOTE: **This is an absolute requirement.** Vendor shall bear the risk for late submission due to unintended or unanticipated delay – whether delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor's sole responsibility to ensure its Bid has been submitted to this Office by the specified time and date of opening. The time and date of submission will be marked on each Bid when received. Any Bid submitted after the Bid deadline will be rejected.

Mailing address for delivery of Bid via US Postal Service or delivery by any other method (special delivery, overnight, or any other carrier)
Bid Opens: 8/10/2020 at 2:00 pm ET BID NUMBER: **19-IFB-015121-DAD Debris Monitoring** Attn: Angie Dunaway North Carolina Department of Public Safety Purchasing and Logistics 3030 Hammond Business Place Raleigh, NC 27603

Attempts to submit a Bid via facsimile (FAX) machine, telephone or email in response to this IFB shall NOT be accepted.

a) Submit **one (1) signed, original** Bid response, **two (2) un-redacted copies, one (1) redacted copy** and **one (1) electronic** version on a flash drive. The electronic (flash drive) version shall be an exact replica of the hardcopy and shall contain two (2) files – **un-redacted** version and, if required, **redacted** (Proprietary and Confidential Information Excluded; and, Federal ID number removed). All shall be submitted simultaneously with the Bid response to the address identified in the table above.

   Electronic file(s) shall NOT be password-protected but, shall be in .PDF or .XLS format, and shall be capable of being copied to other sources.

b) Submit your Bid in a **sealed** package. Clearly mark the outside of the package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) Bid, each Bid shall be submitted in separate sealed envelope and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Bids may be subject to rejection unless submitted with the information above included on the outside of the sealed Bid package.

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors proposing on this IFB periodically check the State's IPS website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this IFB and all Addenda thereto.

Contact with anyone working for or with the State regarding this IFB other than the State Contract Lead named on the face page of this IFB in the manner specified by this IFB shall constitute grounds for rejection of said Vendor's offer, at the State's election.

Public Bid Opening. All bids will be opened in public at the following location: **DPS Purchasing and Logistics, 3030 Hammond Business Place, Raleigh, NC 27603.**

2.7 BID CONTENTS

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all information requested in this IFB consistent with all IFB instructions may constitute grounds for rejection of the Bid. Vendor IFB responses shall include the following items and those attachments shall be arranged in the following order:

a) **SECTION 1**: Completed and signed pages requiring information and/or execution.
   - **FEDERAL EMPLOYER IDENTIFICATION**, IFB page 2
   - **EXECUTION PAGE**, IFB page 3
   - Any **ADDENDA** released in conjunction with this IFB (if required to be returned)

- **REFERENCES** (ref § 4.6)
- **PROOF OF INSURANCE** (ref § 5.11)
- **PROOF OF ABILITY TO SECURE PAYMENT & PERFORMANCE BOND** (ref § 5.12)
- **PROJECT MANAGER/TRANSMITTING NOTICE TO PROCEED** (ref § 6.1)
- **ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR**
- **ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION**
- **ATTACHMENT F: HISTORICALLY UNDERUTILIZED BUSINESS INFORMATION**
- **ATTACHMENT H: CERTIFICATION REGARDING LOBBYING**

b) SECTION 2: Download, complete and print the **Excel PRICE file.** The link to the price file is located in Attachment A – Pricing. The "PRICE" file on the flash drive shall be in .XLS format and shall be an exact replica of the printed information that appears in Section 2 of the submitted hardcopy.

c) SECTION 3: Entire **body of the IFB** (including signature on all attachments where requested).

d) SECTION 4: **Detailed response** for the following **items**. Vendors are requested to keep responses straightforward and to the point and should not include generic marketing materials. Responses will be reviewed as part of the evaluation process.

1. **Corporate Background and Experience**

   This section shall include background information on the organization and should give details of experience with similar projects, (ref § 4.5).

2. **Outsourcing**

   Detail the manner in which the Vendor intends to utilize resources or workers located outside of the United States, (ref § 3.5 and Attachment D).

3. **Project Organization**

   This section must include the proposed staffing, deployment and organization of personnel to be assigned to this project. Including information verifying their qualifications and experience.

4. **Technical Approach**

   This section shall include, in narrative, outline, and/or graph form, the Vendor's approach to accomplishing the tasks outlined in the Scope of Work (ref § 5) of this IFB, including the training plan for staff assigned to this project.

2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

a) **ACTIVATING ENTITY**: Eligible Applicants for FEMA PA Assistance to activate the IFB, enter into the contract with the Vendor for debris removal services, and issue the Notice to Proceed.

b) **ACTIVATING ENTITY CONTACT:** Representative of the Activating Entity who corresponds with Vendors that contract with the Activating Entity and that administers the contract for the Subrecipient Activating Entity.

c) **BAFO**: Best and Final Offer, submitted by a Vendor to alter its initial offer, made in response to a request by the issuing agency.

d) **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.

e) **CONTRACT LEAD:** Representative of the North Carolina Department of Public Safety who corresponds with potential Vendors and activating entities concerning the debris removal project.

f) **DEBRIS MONITORING SERVICES CONTRACTOR**: The Vendor activated by the Activating Entity as the Activating Entity's contractor for Debris Monitoring services.

g) **DPS:** Department of Public Safety

h) **ELIGIBLE DEBRIS:** All disaster-related debris located on local roads, rights of ways, federal aid highways, state

roads, government maintained public property, and/or drainage easements.

i) **E-PROCUREMENT SERVICE(S):** The program, system, and associated Services through which the State conducts electronic procurement.

j) **ET:** Eastern Time

k) **FEMA:** Federal Emergency Management Agency

l) **FHWA:** Federal Highway Administration

m) **IFB:** Invitation for Bid

n) **JFHQ:** North Carolina Division of Emergency Management, Joint Force Headquarters

o) **NC DEQ:** North Carolina Department of Environmental Quality

p) **NCEM:** North Carolina Emergency Management

q) **PDAT:** FEMA Procurement Disaster Assistance Team

r) **PRINCIPLE PLACE OF BUSINESS:** That principle place from which the overall trade or business of the Vendor is directed or managed.

s) **OPENING DATE:** Responses will only be accepted up until the specified time and date listed in the IFB and then publicly opened. NO responses will be accepted after that time and date.

t) **QUALIFIED BID:** A responsive Bid submitted by a responsible Vendor.

u) **PPDR:** Private Property Debris Removal

v) **PREPOSITIONED:** A contract established prior to a disaster that can be enacted as needed.

w) **REDACTED:** Copy of the Vendors bid response **excluding** any proprietary information identified as confidential and proprietary in accordance with Attachment B, Paragraph 14 of the Instructions to Vendors; including the removal of the Vendors federal identification number.

x) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.

y) **SHALL or MUST:** Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of the bid.

z) **SHOULD:** Denotes that which is recommended, not mandatory.

aa) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.

bb) **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.

cc) **USACE:** U.S. Army Corp of Engineers

dd) **UN-REDACTED**: Copy of the Vendors bid response unedited including all confidential and/or proprietary information.

ee) **VENDOR:** Supplier, Vendor, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to an Invitation for Bid.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

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

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

While the intent of this IFB is to award a Contract(s) to Vendor(s) for all line items per Geographic Region, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award any portion of

the Services or to cancel this IFB in its entirety without awarding a contract, if it is considered to be most advantageous to the State to do so. It is the State and the Activating Entity's intention to have primary, secondary, and tertiary Vendors available to appropriately respond to the magnitude of the event. Vendors may be awarded more than one region, but consideration will be paid toward capacity to ensure activation by all eligible areas would not overwhelm the Vendors resources and detrimentally effect North Carolina's recovery. Vendors cannot be awarded the monitoring contract (this IFB) and the hauling contract (a separately issued IFB) for the same geographic region as described in Section 1.0 PURPOSE AND BACKGROUND.

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

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

Pursuant to 2 CFR § 200.323, NCEM has conducted an independent cost analysis in conjunction with this procurement.

Issuance of the Notice to Proceed constitutes Activating Entity's approval of the Method of Award as outlined herein.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS

From the issuance date of this IFB through the date the contract is awarded, each Vendor submitting a Bid (including its representatives, sub-Vendors 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 Bid or qualifications, the contents of another Vendor's Bid, 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 Bids 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. A Vendor's Bid may be disqualified if its sub-Vendor 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 IFB or general inquiries directed to the purchaser regarding requirements of the IFB (prior to Bid submission) or the status of the contract award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

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

Issuance of the Notice to Proceed constitutes Activating Entity's approval of the Bid Evaluation Process as outlined herein.

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

a) Bids will be received from each responsive Vendor according to the method of submission specified in Section 2.6 of this IFB.

b) All Bids must be received by the issuing agency not later than the date and time specified on the cover sheet of this IFB.

c) At that date and time, the Bid from each responding Vendor will be opened publicly and the name of the Vendor will be announced.

d) At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the Bid. Vendors are cautioned, however, that the evaluators

are not required to request presentations or other clarification—and often do not. Therefore, all Bids should be complete and reflect the most favorable terms available from the Vendor.

e) Bids will generally be evaluated to ensure completeness, content, and experience with similar projects, ability of the Vendor and its staff, and cost. Specific evaluation criteria are listed in 3.4 EVALUATION CRITERIA, below. Contracts will be awarded on a low-cost per Geographic Region basis; with the intent to have a primary, secondary, and tertiary Vendor to appropriately respond to the magnitude of the event.

f) 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.

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

h) The State reserves the right to reject all original offers and request one or more of the Vendors submitting Bids 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 IFB have been evaluated and determined to be unsatisfactory.

i) 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 IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other Bids lacked merit, but that the selected Vendors met the standard of responsive and responsible at a lower overall cost.

3.4 EVALUATION CRITERIA

All qualified Bids will be evaluated and award made based on whether or not the requirements listed in this IFB have been met. If all requirements have been met then the remaining Vendors will be awarded solely on a low-cost basis. Minimum requirements include, but are not limited to, completion of Attachments A, D, E, F, H and J. If additional pages are necessary to fully answer questions presented in the listed attachments, please clearly label those answers.

Vendor should have sufficient cash flow and/or available financing from a financial institution to perform the proposed contract for 60 days without receiving payment from the Activating Entity. The evaluators may randomly select any of Vendor's references, but the evaluators' reserve the right to contact all the references listed. The failure of the Vendor to list all similar contracts within the past three (3) years may result in the rejection of the Vendor's Bid. **Vendors shall disclose any instances in which prior contracts were denied FEMA reimbursement due in part or in whole to the Vendor's noncompliance.** The evaluators may check all public sources to determine whether Vendor has listed all contracts for similar work within the past three (3) years. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into Vendor's performance of those contracts. Award of a contract to one Vendor does not mean that the other Bids lacked merit.

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

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

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

3.6 INTERPRETATION OF TERMS AND PHRASES

This Invitation for Bid serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department and the Activating Entity; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the Invitation for Bid shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. All provisions of the North Carolina General Contract Terms and Conditions (ATTACHMENT C) and Required Elements for Utilization of Federal Funds (ATTACHMENT G) shall apply to and be incorporated by reference into a Notice to Proceed issued by an Activating Entity. References to "NCEM," "State," or "State of North Carolina" in the North Carolina General Contract Terms and Conditions and Required Elements for Utilization of Federal Funds shall also mean the Activating Entity which has issued a Notice to Proceed to Vendor(s). Vendor(s) shall be bound to the Activating Entity by all provisions in the North Carolina General Contract Terms and Conditions and Required Elements for Utilization of Federal Funds to the same extent as Vendor(s) are bound to the State under a contract awarded pursuant to this IFB. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether Bids should be evaluated or rejected, the Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Activating Entity's needs as described in the Invitation for Bid. Except as specifically stated in the Invitation for Bid, 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 Bid in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a Bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better Bid, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.5.

4.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of contract award (the "Effective Date"). This Agreement may be extended, upon agreement, for two (2) additional one (1) year periods.

4.2 PRICING

Bid price shall constitute the total cost to Activating Entity to 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 IFB. Complete ATTACHMENT A: FEE SCHEDULE and include the Fee Schedule in your Bid.

4.3 INVOICES

The Vendor must submit any and all invoices directly to the Activating Entity in accordance with Section 5.

4.4 FINANCIAL STABILITY

Each 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 or lacks the financial resources to fully perform the services required under the contract(s). From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State and the Activating Entity within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.5 VENDOR EXPERIENCE

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

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

4.6 REFERENCES

Vendors shall provide at least three (3) references for which your company has provided Services of similar size and scope to that proposed herein. The State may contact these users to determine the Services provided are substantially similar in scope to those proposed herein and Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Bid.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	E-MAIL

4.7 BACKGROUND CHECKS

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

4.8 PERSONNEL

Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Lead or the Activating Entity contact. Vendor shall notify the Contract Lead or the Activating Entity of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State or Activating Entity will approve or disapprove the requested substitution in a timely manner. The State or the Activating Entity may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the State or Activating Entity 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 or Activating Entity under this Contract. Vendor will serve as the prime Vendor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State and Activating Entity. 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, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials, vehicles, and all other equipment necessary for the Vendor to provide and deliver the Services.

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

5.0 SCOPE OF WORK

Pursuant to NCGS 166A-19.12, NCEM has the power as delegated by the Governor and the Secretary of the Department of Public Safety for the "Administration of federal and State grant funds provided for emergency management purposes, including those funds provided for planning and preparedness activities by emergency management agencies." FEMA provides disaster assistance for debris removal under the Stafford Act at 42 U.S.C. 5173, 5189f, and 5170b and at 44 CFR Part 206, including but may not be limited to, 44 CFR 206.224. Under the FEMA PA Program, the "Recipient" is the grant administrator for the funds. The "Recipient" is a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients." 2 CFR 200.86, 44 CFR 206.202, and the FEMA PA Program and Policy Guide June 1, 2020. As the Recipient, the Public Assistance Section of NCEM "receives funding under the disaster declaration and disburses funding to approved subrecipients." FEMA PA Program Overview. Subrecipients are "the government or other legal entity to which a subgrant is awarded and which is accountable to the recipient for the use of the funds provided." 44 CFR 206.201. The Subrecipient is the non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency." 2 CFR 200.93 and the FEMA PA Program and Policy Guide June 1, 2020. Under this IFB, NCEM is a Recipient. The Activating Entity is a Subrecipient. The Vendor is a contractor of the Activating Entity Subrecipient under this IFB.

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

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

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

While it is anticipated that these monitoring services will most frequently be utilized in the event of a federal or state-declared emergency or disaster, the availability of these services shall also apply for non-declared disaster events. If

the event is a non-declared disaster event, the cost of services provided during a non-declared disaster event may not receive reimbursement under the FEMA or State PA Program. Additionally, services may be performed within a municipality or in unincorporated areas at the direction of an Activating Entity.

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

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

5.1 SERVICES ACTIVATION PROCEDURES

Any Activating Entity shall be authorized under the terms of the contract between the Activating Entity's awarding authority and the successful Vendor (hereinafter sometimes referred to as "debris monitoring services contractor" or "contractor") to activate the contract in the event of a disaster within its jurisdiction warranting the need for debris removal and/or disposal activities. No entity shall be required to activate the services of the debris monitoring services contractor. However, in the event an entity desires to utilize the services of the debris monitoring services contractor, the entity will forward to the Vendor a written Notice to Proceed on a form prepared for that purpose.

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

Once activated, the debris monitoring services contractor shall provide the services set out in this IFB to the extent necessary to meet the needs of the entity.

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

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

All activities conducted for the Activating Entity shall be performed during daylight hours. The Vendor may work seven days per week, including holidays. However, the Activating Entity may suspend all operations due to inclement weather.

5.2 TRAINING REQUIREMENT

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

5.3 SCOPE OF SERVICES

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

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

- FEMA Public Assistance Program and Policy Guide V.4 (June 2020) and any potential updates
- FEMA Procurement Disaster Assistance Team (PDAT) Field Manual
- Title 2 U.S. Code of Federal Regulations, Part 200
- Title 44 U.S. Code of Federal Regulations, Part 206
- 41 C.F.R. Part 60-1.4 Equal Opportunity Clause
- 29 C.F.R. §5.5(b) Contract Work Hours and Safety Standards Act
- Clean Air Act and Federal Water Pollution Control Act
- 2 C.F.R. part 180 and 2 C.F.R. part 3000 Suspension and Debarment Compliance
- 31 U.S.C. § 1352 and 44 C.F.R. Part 18 Byrd Anti-Lobbying Amendment (as amended)
- Section 6002 Solid Waste Disposal Act
- 31 U.S.C. Chapter 38 Program Fraud and False or Fraudulent Statements or Related Acts Emergency Relief Manual (Federal-Aid Highways) (May 2013)
- FEMA and Federal Requirements for Access to Records
- Prohibition on Use of Department of Homeland Security Seal, Logo, and Flags
- Compliance with Federal Law, Regulations and Executive Orders for FEMA Financial Assistance
- Other applicable Federal, State, and local laws, rules, regulations, policy or guidance

In addition to the compliance requirements above, the debris monitoring services vendor shall comply with requirements under **2 C.F.R. §200.321.** The awarded Vendor agrees, if subcontracts are to be let, to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.

The affirmative steps must include:

a. Placing qualified small and minority businesses, and women's business enterprises on solicitation lists;
b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
d. Establishing delivery schedules, where the requirement permits, which encourages participation by small and minority businesses, and women's business enterprises;
e. Using the services and assistance, as appropriate, of such organizations as North Carolina Department of Administration Office of Historically Underutilized Businesses, the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

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

Except by written consent and agreement of the Activating Entity, the debris monitoring services vendor is expected to complete all activities for an Activating Entity within 180 days of the date of a declaration of emergency or disaster or, if there is no emergency or disaster declaration, within 180 days of the issuance of the Notice to Proceed. All work, including site restoration prior to close-out, shall be completed within 60 calendar days after receiving notice from the Activating Entity that the last load of debris has been delivered unless there is a written extension of time granted by the Activating Entity. No changes in scope of work or time frames for completion will be allowed except as specifically authorized in the contract executed between the Vendor and the Activating Entity and, where applicable, approved by NCEM, FEMA, and FHWA. The contract shall provide for the assessment of liquidated damages in the amount of $5000 per calendar day for each day in which contract activities extend beyond the maximum allowable time established.

5.4 PROJECT MANAGEMENT AND WORK FORCES

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

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

5.5 PROJECT MANAGER

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

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

(1) contact designated personnel from the Activating Entity immediately upon receipt of the Notice to Proceed to discuss the scope of services expected
(2) remain within the Activating Entity region during all work hours throughout the length of the project
(3) schedule and coordinate daily debris removal monitoring activities with designated Activating Entity personnel and debris monitoring personnel and provide planning for future operations pertinent to the specific event requiring the debris removal activities
(4) provide documents and estimates to the Activating Entity to assist the entity in planning and executing the debris removal activities
(5) attend and participate in meetings and press conferences with designated entity personnel as determined necessary by the Activating Entity
(6) oversee and supervise all debris removal and disposal monitoring activities throughout the project
(7) regularly communicate with designated Activating Entity and debris monitoring services contractor personnel to keep the Activating Entity informed of all aspects of the debris removal and disposal activities
(8) provide input to the Activating Entity to improve efficiency of monitoring collection and removal of debris
(9) identify, address and troubleshoot potential problems and questions that could impact all elements of the debris removal and disposal process, including but not limited to work area safety and the eligibility of reimbursement for removal of certain types of debris.

5.6 FIELD WORKERS

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

5.7 CLERICAL STAFF AND SUPERVISOR

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

5.8 FIELD DOCUMENTATION OF WORK

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

5.9 FIXED SITE MONITORING

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

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

5.10 FIELD DEBRIS MONITORING

The monitoring services vendor, utilizing adequate experienced personnel, shall also perform roving on-site, street level work area inspections of debris cleanup and collection placed with each of the debris removal vendor's loading crews. All personnel working on this activity shall be billed at the same hourly rate. **The Vendor must demonstrate in his or her bid documents the ability to provide adequate and properly trained personnel for this function within 24 hours of receiving a Notice to Proceed**. These field debris monitors shall inspect and control debris collection utilizing load tickets. Services include at a minimum each of the following:

(1) providing knowledgeable and experienced field monitor personnel at designated areas to check and verify information on debris removal
(2) utilizing maps developed by the Activating Entity and debris removal vendor related to location of debris and progress of removal
(3) determining debris eligibility and the estimation of debris to be removed
(4) documenting all collection activity of trucks and trailers used to transport debris
(5) issuing load tickets at the loading site for each load with multiple copies to ensure compliance with State, NCEM, FEMA, and FHWA policy and to provide for quality assurance
(6) inspecting the area for safety concerns and considerations including, but not limited to, downed power lines, children playing in area, provisions for adequate traffic control, safe operation of trucks and equipment in the work area and on haul routes
(7) ensuring recyclables and hazardous materials are properly handled, sorted and disposed of by the debris removal vendor
(8) performing pre-work inspection of areas to check debris piles to identify potential hazards and/or utilities to prevent damage to private property and all elements of the county right of way
(9) documenting and reporting to the field monitor's supervisor any damages to utility components, driveways, road surfaces, private property, vehicles, etc., with photos and information about the owner and circumstances causing the damage
(10) transmitting damage information to the Activating Entity within 24 hours of the incident for their records and information
(11) ensuring the work area is clear of debris to the specified level before equipment moves to a new work area
(12) accurately measuring and calculating load hauling compartments and volume capacities in cubic yards
(13) adequately documenting and recording all required measurements and computations

(14) properly monitoring and recording performance and productivity of debris removal crews
(15) remaining in constant contact with designated debris removal management personnel
(16) ensuring that loads are properly contained before leaving the loading area
(17) ensuring that only eligible debris is collected for loading and hauling
(18) performing safety inspections of all vehicles, equipment and all elements of the work sites
(19) performing other duties as directed by designated debris removal management personnel and/or designated Activating Entity personnel

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

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

5.11 BONDING AND INSURANCE

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

General and Professional Liability Insurance

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

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

General Liability:

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

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

$1,000,000 – Personal injury aggregate

Automobile Liability:

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

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

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

Umbrella Coverage:

$1,000,000 – Each occurrence

$1,000,000 – Aggregate

5.12 PAYMENT AND PERFORMANCE BOND

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

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

5.13 PRICING AND PAYMENT PROCEDURES

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

The Activating Entity shall determine at the outset of the contract when the billing cycle for contract payments will begin – either on the contract activation date or date of disaster declaration. The debris monitoring services vendor shall be expected to mobilize and sustain its workforce in all activating jurisdictions in a region for a period of 60 days prior to any reimbursement by an Activating Entity. An Activating Entity may agree to reimburse the debris monitoring services vendor within a shorter time frame, but shall not be contractually required to make any payments in less than 60 days. After the initial 60-day period expires, the Vendor shall be entitled to payment for the first 30 days of work performed by the Vendor in an Activating Entity after the Notice to Proceed provided the Vendor has satisfactorily performed the functions required under the contract. The Activating Entity shall have sole discretion in determining whether the work has been performed to its satisfaction. An example of the payment schedule is listed below:

- Notice to Proceed;
- Debris monitoring services vendor reports to Activating Entity within 24 hours of notice;

- Debris monitoring services vendor submits bill to Activating Entity for first 30-day period within one week of the end of the first 30-day period with same procedure for subsequent 30-day periods during the project;
- At the end of the second 30-day period, the Activating Entity remits payment for the first 30-day period if satisfactory work has been performed;
- Process continues until work is completed and all payments have been made. By submitting a bid Vendor acknowledges and accepts these terms.

Payment for work completed may be invoiced on a monthly basis after the initial 60-day period from issuance of the Notice to Proceed. Invoices shall be based on reconciled load tickets from the daily reports. All payments will be based on unit pricing submitted by the Vendor in response to this IFB.

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

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

(1) unsatisfactory job performance or progress,
(2) defective or disputed work,
(3) failure to comply with material provisions of the contract,
(4) third party claims filed,
(5) damage to the Activating Entity's right of way or other Activating Entity-maintained properties, or
(6) reasonable evidence that a claim will be filed.

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

6.0 CONTRACT ADMINISTRATION

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

The Activating Entity Subrecipient as defined in 2 CFR 200.93 and 44 CFR 206.201 is designated and listed below in *"Contact Information for Transmitting the Notice to Proceed".*

Angie Dunaway, Purchasing Director, NC Department of Public Safety, Division of Emergency Management, 3030 Hammond Business Place, Raleigh, NC 27603, (919) 324-6228, is designated as the Contract Officer for the Department Recipient as defined in 2 CFR 200.86 and 44 CFR 206.202.

Kevin Kasai, NC Department of Public Safety, Emergency Management-JFHQ, 1636 Gold Star Drive, Raleigh, NC, 27607, (919) 825-2275, is designated as the Contract Lead for the Department Recipient as defined in 2 CFR 200.86 and 44 CFR 206.202 concerning administrative and operational issues of this contract.

The Vendor shall designate and make available to the Activating Entity a project manager. The project manager shall be the Activating Entity's point of contact for contract related issues and issues concerning performance, progress review, scheduling and service.

POINT OF CONTACT FOR ALL CONTRACT RELATED ISSUES:

CONTACT NAME	TELEPHONE NUMBER	E-MAIL

CONTACT INFORMATION FOR TRANSMITTING THE NOTICE TO PROCEED:

CONTACT NAME	TELEPHONE NUMBER	E-MAIL

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

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

REGION	CONTACT NAME	TELEPHONE NUMBER	E-MAIL
11			
12			
13			

6.2 DISPUTE RESOLUTION

The Vendor, Activating Entity, and State agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the Activating Entity's designee for resolution. A claim by the State shall be submitted in writing to the Vendor's Project Manager and Activating Entity for resolution. The Vendor, Activating Entity or State shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Vendor, Activating Entity, or State are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract or under the PA program. If a dispute cannot be resolved between the Vendor, Activating Entity or State within thirty (30) days after delivery of notice, either entity may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either entity to mediate or arbitrate any dispute.

6.3 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the Activating Entity, Vendor and State.

---------- **The Remainder of this Page is Left Intentionally Blank** ----------

ATTACHMENT A: FEE SCHEDULE

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

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

PRICE File download at ftp://ftp1.ncem.org (Please copy and paste address into a Chrome browser to access).
Username: debmonitoring
Password: Nc3mD3br1s!

VENDOR'S HOURLY RATE FORM

POSITIONS	$ HOURLY RATES
Project Manager	$_____
Operations Manager	$_____
Scheduler/Expeditors	$_____
GIS Analyst	$_____
Field Supervisors	$_____
Debris Site/Tower Monitors	$_____
Environmental Specialist	$_____
Project Inspectors (Citizen Drop-Off Site Monitors)	$_____
Load Ticket Data Entry Clerks (QA/QC)	$_____
Billing/Invoice Analysts	$_____
Administrative Assistants	$_____
Field Coordinators (Crew Monitors)	$_____
TOTAL	$_____

OTHER REQUIRED POSITIONS

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

ATTACHMENT B: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY by SIGNING:** 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 IFB document.

2. **LATE BIDS**: Late Bids, 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 Bids.

3. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all Bids, to waive any informality in Bids and, unless otherwise specified by the Vendor, to accept any item in the Bid.

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 IFB (Execution Page) in the designated space shall render the Bid non-responsive, and it will 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 IFB, including any negotiated terms; (2) requirements and specifications and administration provisions in Sections 4, 5 and 6 of this IFB; (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 Bid.

7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested in the spaces provided in this document. Further, if required elsewhere in this Bid, each Vendor shall submit with its Bid any sketches, descriptive literature and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous Bid or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a Bid 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**: To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all print responses submitted meet the following:

    - All copies of the Bid are printed double sided.
    - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
    - Unless absolutely necessary, all Bids and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
    - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.

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 Bid 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 awarded by the Division of Purchase and Contract, or awarded by an agency in an awarded amount of at least $25,000, a Vendor shall submit a written request addressed to the State Purchasing Officer at: Division of Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. A protest request related to an award amount of less than $25,000 shall be sent to the purchasing officer of the agency that issued the award. 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 Bid, the Vendor agrees not to discuss or otherwise reveal the contents of its Bid to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this IFB. 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 Bids (i.e., after the public opening of the Bids 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 Bid 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 IFB. 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 IFB 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 BID**: Bids that have been delivered by hand, U.S. Postal Service, courier or other delivery service may be withdrawn **only** in writing and if receipt is acknowledged by the office issuing the IFB prior to the time for opening Bids identified on the cover page of this IFB (or such later date included in an Addendum to the IFB). 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 Bids shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.

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 IFB and in formal Addenda issued through IPS.

22. **COST FOR BID 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 Bids.

23. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its Bid 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 Bid.

24. **INSPECTION AT VENDOR'S SITE:** 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

1. **PERFORMANCE AND DEFAULT:**

   a) It is anticipated that the tasks and duties undertaken by the Vendor shall include services or the manufacturing, furnishing, or development of goods and other tangible features or components as deliverables that are directly correlated and/or ancillary to the services performed. Except as provided immediately below, and unless otherwise mutually agreed in writing prior to award, any service deliverables or ancillary services provided by Vendor in performance of the contract shall remain property of the State. During performance, Vendor may provide proprietary components as part of the service deliverables that are identified in the solicitation response. Vendor grants the State a personal, permanent, non-transferable license to use such proprietary components of the service deliverables and other functionalities, as provided under this Agreement. 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 its services under the contract in the same or similar manner provided to comparable users. The State shall notify the Vendor of any defects or deficiencies in performance of its services or failure of service deliverables to conform to the standards and specifications provided in this solicitation. Vendor agrees to remedy defective performance or any nonconforming deliverables upon timely notice provided by the State.

   b) Vendor has a limited, non-exclusive license to access and use State Data provided to Vendor, but solely for performing its obligations under this Agreement and in confidence as may be further provided herein. Vendor or its suppliers shall at a minimum, and except as otherwise specified and agreed herein, provide assistance to the State related to all services performed or deliverables procured hereunder during the State's normal business hours. Vendor warrants that its support, customer service, and assistance will be performed in accordance with generally accepted and applicable industry standards.

   c) If, through any cause, Vendor shall fail to fulfill in a timely and proper manner the obligations under The Contract, the State shall have the right to terminate The Contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverables under The Contract prepared by the Vendor shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the 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 may require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to the State.

   d) In the event of default by the Vendor, the State may procure the goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. In addition, 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, immediately terminate The Contract for cause, and may take action to debar the Vendor from doing future business with the State.

2. **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 Contract Lead at once, in writing, indicating the specific regulation which required such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

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

4. **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 Bid 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.

5. **SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.

6. **PAYMENT TERMS:** Payment terms are Net not later than 60 days after receipt of a correct invoice or acceptance of goods, whichever is later. The using 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 that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.

7. **NON-DISCRIMINATION**:
   a) The Vendor will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.
   b) The vendor will take necessary action to ensure its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.

8. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

9. **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 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 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 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, infringes on a patent, copyright, trademark or violates 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 if any claim by a third party against the State for infringement or misappropriation results from the State's material alteration of any Vendor-branded deliverables or services, or from the continued use of the deliverable(s) or Services after receiving notice of infringement on a trade secret of a third party.

10. **TERMINATION FOR CONVENIENCE:** If this contract contemplates deliveries or performance over a period of time, the State may terminate this contract at any time by providing 15 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. If the contract is terminated by the State as provided in this section, the State shall pay for those items for which such option is exercised, less any payment or compensation previously made.

11. **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. A Vendor may inquire whether the State is willing to act as a reference by providing factual information directly to other prospective customers.

12. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using 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).

13. **ASSIGNMENT:** No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted.

    However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the State may:

    a) Forward the Vendor's payment check directly to any person or entity designated by the Vendor, and
    b) Include any person or entity designated by Vendor 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 and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the State may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of The Contract.

14. **INSURANCE:**

    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. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

    a) **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of $500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-contracted, the Vendor shall require the sub-Vendor to provide the same coverage for any of his employees

engaged in any work under the Contract within the State.

b) **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 cost shall be in excess of the limit of liability.

c) **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.

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 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 under the Contract.

15. **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 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 and 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. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.

16. **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) Reserved.

d) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State-approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.

e) Vendor shall at all times maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges by such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its 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.

17. **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

Bid shall include approval to use the subcontractor(s) that have been specified therein.

18. **CONFIDENTIALITY:** Any State 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.

19. **CARE OF STATE DATA AND PROPERTY:** The Vendor agrees that it shall be responsible for the proper custody and care of any data owned and furnished to the Vendor by the State (State Data), or other State property in the hands of the Vendor, for use in connection with the performance of The Contract or purchased by or for the State for The Contract. Vendor will reimburse the State for loss or damage of such property while in Vendor's custody.

    The State's Data in the hands of the Vendor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or other eventuality. 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. See G.S. 75-60 *et seq.*

20. **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, the Vendor 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 agency responsible for the contract.

    Vendor shall give notice to the using 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.

21. **COMPLIANCE WITH LAWS:** 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.

22. **ENTIRE AGREEMENT:** This IFB and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This IFB, any addenda hereto, and the Vendor's Bid are incorporated herein by reference as though set forth verbatim.

    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 this 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 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, 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, or other catastrophic 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. **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, Vendor or party. Staff, volunteers, vendors, Vendors 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, Vendor 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, Vendors 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, 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."

29. Vendor shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) https://www.sam.gov/portal/SAM and the State Debarred Vendors Listing, http://www.pandc.nc.gov/actions.asp to verify that Vendors or sub-Recipients have not been suspended or debarred from doing business with federal or State government".

ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

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-Vendors, 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-Vendors that will perform work outside the U.S.:

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

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

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

ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

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

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

Date of latest audit: _____

☐ 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 Activating Entity and 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

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 perform the required functions in this IFB. 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 submitting this IFB a Historically Underutilized Business? ☐ **Yes** ☐ **No**

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

If the awarded Vendor plans to subcontract with minority businesses, women's business enterprises and labor surplus area firms (**2 C.F.R. §200.321**) indicate below the HUB subcontractor name(s). If more than one subcontractor will be utilized, please enter "See Attached" and provide an additional page to list all required information with clearly defined Region's.

REGION	SUBCONTRACT NAME	HUB CLASSIFICATION	TELEPHONE NUMBER	E-MAIL
1				
2				
3				
4				
5				
6				

REGION	SUBCONTRACT NAME	HUB CLASSIFICATION	TELEPHONE NUMBER	E-MAIL
7				
8				
9				
10				
11				
12				
13				

ATTACHMENT G: REQUIRED ELEMENTS FOR UTILIZATION OF FEDERAL FUNDS

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

1. **No governmental non-competes.** Vendor shall not impose or enforce any non-competition agreement upon the employees included in Vendor's bid that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Contract. By executing this IFB the Vendor affirms this condition, as directed in the VENDOR EXPERIENCE SECTION 4.5 section of this IFB. This affirmation is a material condition for the State's award of any work under this IFB.

2. **Program Monitoring**. Vendor agrees to assist and cooperate with the Federal grantor agency and NCEM or their duly designated representatives in the monitoring of the project or projects to which this contract relates, and to provide in form and manner approved by NCEM such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

3. **Termination for Cause.** If through any cause, Vendor shall fail to fulfill in a timely or proper manner any obligations under this Contract, or if Vendor shall violate any of the covenants, agreements, or stipulations of the Contract, NCEM shall thereupon have the right to terminate this Contract by giving written notice to Vendor of such termination and specifying the effective date of such termination. Unless a shorter time is determined by NCEM to be necessary, NCEM shall effect termination according to the following procedure:

    a. Notice to Cure. NCEM shall give written notice of the conditions of default, setting for the ground or grounds upon which such default is declared ("Notice to Cure"). The Vendor shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default.
    b. Notice of Termination. If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, NCEM may terminate the Contract, in whole or in part. NCEM shall give the Vendor written notice of such termination ("Notice of Termination"), specifying the applicable provision(s) under which the Contract is terminated and the effective date of the termination.
    c. In such event, all finished or unfinished documents, data, studies, and reports prepared by Vendor entitle Vendor's receipt of just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, Vendor shall not be relieved of liability to NCEM for damage sustained to NCEM by virtue of any breach of this Contract by Vendor. NCEM may withhold any payments to Vendor for the purpose of set off until such time as the exact amount of damages due NCEM from Vendor is determined.

4. **Funding Contingency.** The awarded Contract may be suspended and/or terminated without liability to the State and NCEM is under no obligation to make any payments to the Vendor.

5. **Equal Employment Opportunity**. During the performance of this contract, the Vendor agrees as follows:

    a. The Vendor will 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 will, 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 he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the 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 will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will 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 will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 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 becomes involved in, or is threatened with, litigation with a subcontractor vendor as a result of such direction by the administering agency, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

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

The applicant agrees that it will 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 will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will 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 applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

6. **Anti-Discrimination**. Vendor will comply with the following clauses: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

Compliance with the Contract Work Hours and Safety Standards Act.

a. *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.

b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 CFR §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 CFR §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 CFR §5.5(b)(1).

c. *Withholding for unpaid wages and liquidated damages.* NCDEM 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 CFR §5.5(b)(2).

d. *Subcontracts.* The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR §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 CFR §5.5(b)(2) through (4).

8. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.**

Clean Air Act

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

b. The Vendor agrees to report each violation to NCEM and the activating entity and understands and agrees that NCEM and the activating entity will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Vendor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

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

b. The Vendor agrees to report each violation to NCEM and the activating entity and understands and agrees that NCEM and the activating entity will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Vendor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. **Debarment and Suspension.**

   a. This contract is a covered transaction for purposes of 2 C.F.R. 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).

   b. 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.

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

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

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

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

    Required Certification. If applicable, Vendors must sign and submit to the NCEM the certification. See Attachment H.

11. **Procurement of Recovered Materials.**

    a. In the performance of this contract, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
       • Competitively within a timeframe providing for compliance with the contract performance schedule;
       • Meeting contract performance requirements; or
       • At a reasonable price.

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

    c. The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **Women and Minority Owned Businesses.** 2 C.F.R. § 200.321 requires that all necessary affirmative steps are taken by the State and Vendor to assure that minority and women's businesses are used when possible, and N.C. Gen. Stat. 143-128.2 establishes a ten percent (10%) goal for participation by minority and women owned

businesses in total value of work performed for the State.

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

    a. The Vendor agrees to provide NCEM, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, and the activating entity access to any books, documents, papers, and records of the Vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

    b. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

    c. The Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

    d. In compliance with the Disaster Recovery Act of 2018, NCEM, the activating entity, and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

    e. Vendor agrees to allow the departments and agencies of the State of North Carolina, FEMA, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of Vendor which are directly pertinent to the contract for the purpose of making audits, examinations, excerpts, and transcriptions

14. **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.

15. **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).

16. **Personnel**. Vendor represents that it has, or will secure at its own expense, all personnel required in performing the work under this Contract. Such personnel shall not be employees of or have any contractual relationship with Activating Entity, State or NCEM. All of the work required hereunder will be performed by Vendor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such work. No person who is serving a sentence in penal or correctional institution shall be employed to work under this Contract.

17. **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.

18. **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.

19. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

20. **DHS, Seal, Logo, and Flags**. The Vendor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

ATTACHMENT H: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

_____
Signature of Vendor's Authorized Official

_____
Name and Title of Vendor's Authorized Official

_____
Date

ATTACHMENT I: DEBRIS QUANTITY FORECAST

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

Assumptions:

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

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

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

Mecklenburg	11	1,093,901	364634	26	1.1	1.3	1.3	17,624,203.64
Rowan	11	141,262	47087	26	1.1	1.3	1.3	2,275,919.17
Stanly	11	62,075	20692	26	1.3	1.2	1.3	1,091,030.20
Union	11	235,908	78636	26	1.1	1.3	1.3	3,800,792.42
Alexander	12	37,353	12451	26	1.5	1	1.3	631,265.70
Alleghany	12	11,161	3720	26	1.5	1	1.3	188,620.90
Ashe	12	27,109	9036	26	1.5	1	1.3	458,142.10
Avery	12	17,505	5835	26	1.5	1	1.3	295,834.50
Burke	12	90,382	30127	26	1.3	1.2	1.3	1,588,554.03
Caldwell	12	82,029	27343	26	1.3	1.2	1.3	1,441,741.70
McDowell	12	45,507	15169	26	1.5	1	1.3	769,068.30
Mitchell	12	15,000	5000	26	1.5	1	1.3	253,500.00
Rutherford	12	66,826	22275	26	1.3	1.2	1.3	1,174,533.78
Watauga	12	55,945	18648	26	1.5	1	1.3	945,470.50
Wilkes	12	68,557	22852	26	1.3	1.2	1.3	1,204,957.83
Yancey	12	17,903	5968	26	1.5	1	1.3	302,560.70
Buncombe	13	259,103	86368	26	1.1	1.3	1.3	4,174,494.80
Cherokee	13	28,383	9461	26	1.5	1	1.3	479,672.70
Clay	13	11,139	3713	26	1.5	1	1.3	188,249.10
Graham	13	8,484	2828	26	1.5	1	1.3	143,379.60
Haywood	13	61,971	20657	26	1.3	1.2	1.3	1,089,202.30
Henderson	13	116,748	38916	26	1.3	1.2	1.3	2,051,962.85
Jackson	13	43,327	14442	26	1.5	1	1.3	732,226.30
Macon	13	35,285	11762	26	1.5	1	1.3	596,316.50
Madison	13	21,763	7254	26	1.5	1	1.3	367,794.70
Polk	13	20,611	6870	26	1.5	1	1.3	348,325.90
Swain	13	14,245	4748	26	1.5	1	1.3	240,740.50
Transylvania	13	34,215	11405	26	1.5	1	1.3	578,233.50

ATTACHMENT J: CERTIFICATION OF CAPACITY/CAPABILITIES

Name of Vendor: _____

Please answer all questions fully. If additional space is needed please provide explanations on an additional page clearly titled "Attachment J: Additional Information Provided". By signing this page Vendor certifies that all information is complete and accurate to best of Vendor's capabilities.

1. Please provide the number of direct employees of the Vendor. _____
2. Is there a minimum standard of training that all employees receive, such as FEMA ICS or NIMS training? If so please list: _____
3. List physical locations that would allow Vendor Representatives to be on site within the required 24 hours:
4. Please provide a brief description of the equipment immediately available to Vendor staff to ensure proper execution of the scope of work: _____
5. Please list contracts Vendor has held within the last three (3) years, with dates, that would be multijurisdictional and speak to their capacity to effectively execute this scope of work: _____
6. Please disclose any instances in which prior contracts were denied FEMA reimbursement due in part or in whole to the Vendor's noncompliance: _____

_____

Signature Date

_____

Printed Name Title

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

STATE OF NORTH CAROLINA

DEPARTMENT OF PUBLIC SAFETY

Invitation for Bid #: 19-IFB-015120-DAD

Regional Prepositioned Debris Hauling

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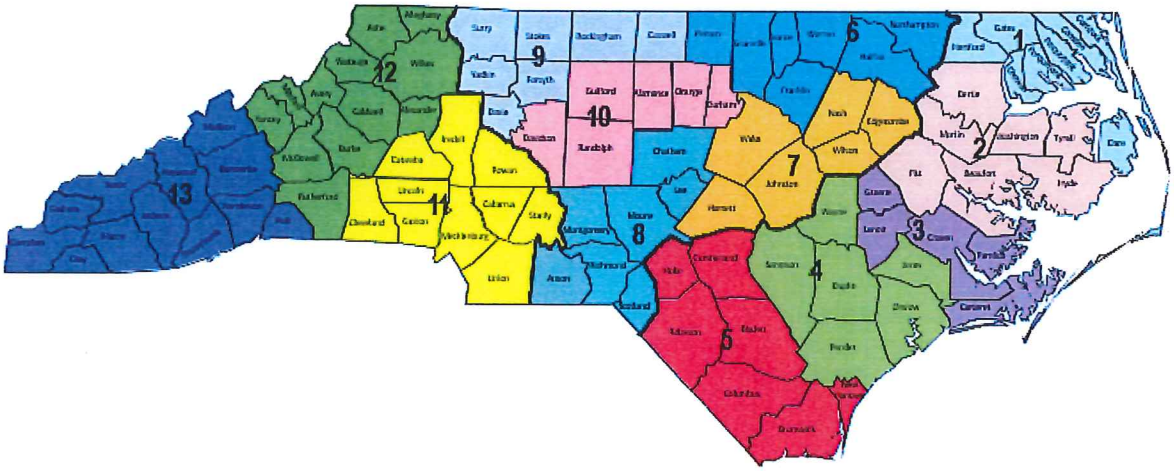
1.0 PURPOSE AND BACKGROUND

The North Carolina Department of Public Safety, Division of Emergency Management (NCEM) is soliciting Bids to acquire the services of a qualified Vendor(s) to enter into pre-event contracts with Activating Entities at no immediate or annual cost to NCEM for the following services: Vendors shall provide disaster debris removal recovery services including, but not limited to, clean-up, demolition, removal, reduction and disposal of debris resulting from a natural or manmade disaster in order to eliminate immediate threats to public health and safety and assist in community disaster recovery. This is a multi-jurisdiction solicitation; however, each Activating Entity will contract directly with the awarded Vendor entirely in the Activating Entity's sole discretion.

This Invitation for Bid, hereafter, IFB, is designed to solicit Bids from qualified Vendors for thirteen regional contracts to be awarded based on geographic regions as described below. Each region has its own unique geographic challenges and all Vendors are encouraged to research, prior to bid submission, the areas described below, and evaluate their ability to respond to the unique needs of each region. Vendors are also encouraged to review the debris quantity forecasts in ATTACHMENT J.

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



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

drainage easements, within a geographic region. Entities activating a debris removal services contract are referred to in this IFB as "Activating Entities."

Pursuant to NCGS 166A-19.12(13), NCEM has the power as delegated by the Governor and the Secretary of the Department of Public Safety for the "Administration of federal and State grant funds provided for emergency management purposes, including those funds provided for planning and preparedness activities by emergency management agencies." FEMA provides disaster assistance for debris removal under the Stafford Act at 42 U.S.C. 5173, 5189f, and 5170b. As the Recipient, the Public Assistance Section of NCEM "receives funding under the disaster declaration and disburses funding to approved subrecipients." Pursuant to 44 C.F.R §206.222, Applicants for Public Assistance include:

(a) State and local governments.

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

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

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

2.0 GENERAL INFORMATION

Quantities referenced in this document represent the best available estimates of the State's requirements. Each disaster is unique. Therefore, nothing in this document shall be construed to prevent the State, when necessary, from soliciting bids to acquire additional debris removal services, nor shall it be construed to require the State to purchase services beyond its actual requirements.

This is a multi-vendor awarded contract to ensure the needs of the Activating Entity are met; however, no quantities are guaranteed.

2.1 INVITATION FOR BID DOCUMENT

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

2.2 RESERVED E-PROCUREMENT SOLICITATION

ATTENTION: This is NOT an E-Procurement solicitation. Paragraph #16 of Attachment C: North Carolina General Contract Terms and Conditions, paragraphs (b) and (c), do not apply to this solicitation.

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

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

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this IFB, those must be submitted as questions in accordance with the instructions in Section 2.5 BID 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 IFB 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 process, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's Bid. This applies to any language appearing in or attached to

the document as part of the Vendor's Bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the Bid non-binding or subject to further negotiation. *Vendor's Bid shall constitute a firm offer.*

By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's Bid as nonresponsive.

Any bid that contains language that indicates the bid is non-binding or subject to further negotiation before a contractual document may be signed shall be rejected.

2.4 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	July 10, 2020
Voluntary (highly encouraged) Pre-bid Meeting (virtual)	State	**July 21**, 2020 at **9:00 AM** ET via WebEx
Submit Written Questions	Vendor	**July 24**, 2020 by **2:00 PM** ET
Provide Response to Questions	State	July 28, 2020
Submit Bids	Vendor	**August 10**, 2020 by **2:00 PM** ET
Contract Award	State	As soon as possible after evaluation
Contract Effective Date	State	Immediately upon contract execution

2.5 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best Bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to angie.dunaway@ncdps.gov by the date and time specified above. Vendors should enter "**19-IFB-015120-DAD: Questions**" as the subject for the email. Questions submittals should include a reference to the applicable IFB section and be submitted in a format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question …?

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 form of an addendum to the Interactive Purchasing System (IPS), http://www.ips.state.nc.us, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

2.6 BID SUBMITTAL

IMPORTANT NOTE: **This is an absolute requirement.** Vendor shall bear the risk for late submission due to unintended or unanticipated delay – whether delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor's sole responsibility to ensure its Bid has been submitted to this Office by the specified time and date of opening. The time and date of submission will be marked on each Bid when received. Any Bid submitted after the Bid deadline will be rejected.

Mailing address for delivery of Bid via US Postal Service or delivery by any other method (special delivery, overnight, or any other carrier)
Bid Opens: 8/10/2020 at 2:00 pm ET BID NUMBER: **19-IFB-015120-DAD Debris Hauling** Attn: Angie Dunaway North Carolina Department of Public Safety Purchasing and Logistics 3030 Hammond Business Place Raleigh, NC 27603

Attempts to submit a Bid via facsimile (FAX) machine, telephone or email in response to this IFB shall NOT be accepted.

a) Submit **one (1) signed, original** Bid response, **two (2) un-redacted copies, one (1) redacted copy** and **one (1) electronic** version on a flash drive. The electronic (flash drive) version shall be an exact replica of the hardcopy and shall contain two (2) files – **un-redacted** version and, if required, **redacted** (Proprietary and Confidential Information Excluded; and, Federal ID number removed). All shall be submitted simultaneously with the Bid response to the address identified in the table above.

   Electronic file(s) shall NOT be password-protected but, shall be in .PDF or .XLS format, and shall be capable of being copied to other sources.

b) Submit your Bid in a **sealed** package. Clearly mark the outside of the package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) Bid, each Bid shall be submitted in separate sealed envelope and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Bids may be subject to rejection unless submitted with the information above included on the outside of the sealed Bid package.

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors proposing on this IFB periodically check the State's IPS website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this IFB and all Addenda thereto.

Contact with anyone working for or with the State regarding this IFB other than the State Contract Lead named on the face page of this IFB in the manner specified by this IFB shall constitute grounds for rejection of said Vendor's offer, at the State's election.

Public Bid Opening. All bids will be opened in public at the following location: **DPS Purchasing and Logistics, 3030 Hammond Business Place, Raleigh, NC 27603.**

2.7 BID CONTENTS

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all information requested in this IFB consistent with all IFB instructions may constitute grounds for rejection of the Bid. Vendor IFB responses shall include the following items and those attachments shall be arranged in the following order:

a) <u>SECTION 1</u>: Completed and signed pages requiring information and/or execution.
   - **FEDERAL EMPLOYER IDENTIFICATION**, IFB page 2
   - **EXECUTION PAGE**, IFB page 3
   - Any **ADDENDA** released in conjunction with this IFB (if required to be returned)

- **REFERENCES** (ref § 4.6)
- **PROOF OF INSURANCE** (ref § 5.30)
- **PROOF OF ABILITY TO SECURE PAYMENT & PERFORMANCE BOND** (ref § 5.31)
- **PROJECT MANAGER/TRANSMITTING NOTICE TO PROCEED** (ref § 6.1)
- **ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR**
- **ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION**
- **ATTACHMENT F: HISTORICALLY UNDERUTILIZED BUSINESS INFORMATION**
- **ATTACHMENT H: CERTIFICATION REGARDING LOBBYING**

b) **SECTION 2**: Download, complete and print the **Excel PRICE file.** The link to the price file is located in Attachment A – Pricing. The "PRICE" file on the flash drive shall be in .XLS format and shall be an exact replica of the printed information that appears in Section 2 of the submitted hardcopy.

c) **SECTION 3**: Entire **body of the IFB** (including signature on all attachments where requested).

d) **SECTION 4**: **Detailed response** for the following **items**. Vendors are requested to keep responses straightforward and to the point and should not include generic marketing materials. Responses will be reviewed as part of the evaluation process.

1. **Corporate Background and Experience**

   This section shall include background information on the organization and should give details of experience with similar projects, (ref § 4.5).

2. **Outsourcing**

   Detail the manner in which the Vendor intends to utilize resources or workers located outside of the United States, (ref § 3.5 and Attachment D).

3. **Project Organization**

   This section must include the proposed staffing, deployment and organization of personnel to be assigned to this project. Including information verifying their qualifications and experience.

4. **Technical Approach**

   This section shall include, in narrative, outline, and/or graph form, the Vendor's approach to accomplishing the tasks outlined in the Scope of Work (ref § 5) of this IFB, including the training plan for staff assigned to this project.

2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

a) **ACTIVATING ENTITY**: Eligible Applicants for FEMA PA Assistance to activate the IFB, enter into the contract for debris removal services with the Vendor, and issue the Notice to Proceed.

b) **ACTIVATING ENTITY CONTACT:** Representative of the Activating Entity who corresponds with Vendors that contract with the Activating Entity and that administers the contract for the Subrecipient Activating Entity.

c) **BAFO**: Best and Final Offer, submitted by a Vendor to alter its initial offer, made in response to a request by the issuing agency.

d) **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.

e) **CONTRACT LEAD:** Representative of the North Carolina Department of Public Safety who corresponds with potential Vendors and Activating Entities concerning the debris removal project.

f) **DEBRIS MONITORING SERVICES CONTRACTOR**: The Vendor activated by the Activating Entity as the Activating Entity's contractor for Debris Monitoring services.

g) **DPS:** Department of Public Safety

h) **ELIGIBLE DEBRIS:** All disaster-related debris located on local roads, rights of ways, federal aid highways, state

roads, government maintained public property, and/or drainage easements.

i) **E-PROCUREMENT SERVICE(S):** The program, system, and associated Services through which the State conducts electronic procurement.

j) **ET:** Eastern Time

k) **FEMA:** Federal Emergency Management Agency

l) **FHWA:** Federal Highway Administration

m) **IFB:** Invitation for Bid

n) **JFHQ:** North Carolina Division of Emergency Management, Joint Force Headquarters

o) **NC DEQ:** North Carolina Department of Environmental Quality

p) **NCEM:** North Carolina Emergency Management

q) **PDAT:** FEMA Procurement Disaster Assistance Team

r) **PRINCIPLE PLACE OF BUSINESS:** That principle place from which the overall trade or business of the Vendor is directed or managed.

s) **OPENING DATE:** Responses will only be accepted up until the specified time and date listed in the IFB and then publicly opened. NO responses will be accepted after that time and date.

t) **QUALIFIED BID:** A responsive Bid submitted by a responsible Vendor.

u) **PPDR:** Private Property Debris Removal

v) **PREPOSITIONED:** A contract established prior to a disaster that can be enacted as needed.

w) **REDACTED:** Copy of the Vendors bid response **excluding** any proprietary information identified as confidential and proprietary in accordance with Attachment B, Paragraph 14 of the Instructions to Vendors; including the removal of the Vendors federal identification number.

x) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.

y) **SHALL or MUST:** Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of the bid.

z) **SHOULD:** Denotes that which is recommended, not mandatory.

aa) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.

bb) **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.

cc) **USACE:** U.S. Army Corp of Engineers'

dd) **UN-REDACTED**: Copy of the Vendors bid response unedited including all confidential and/or proprietary information.

ee) **VENDOR:** Supplier, Vendor, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to an Invitation for Bid.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

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

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

While the intent of this IFB is to award a Contract(s) to Vendor(s) for all line items per Geographic Region, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award any portion of

the Services or to cancel this IFB in its entirety without awarding a contract, if it is considered to be most advantageous to the State to do so. It is the State and the Activating Entity's intention to have primary, secondary, and tertiary Vendors available to appropriately respond to the magnitude of the event. Vendors may be awarded more than one region, but consideration will be paid toward capacity to ensure activation by all eligible areas would not overwhelm the Vendors resources and detrimentally effect North Carolina's recovery. Vendors cannot be awarded the hauling contract (this IFB) and the monitoring contract (a separately issued IFB) for the same geographic region as described in Section 1.0 PURPOSE AND BACKGROUND.

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

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

Pursuant to 2 CFR § 200.323, NCEM has conducted an independent cost analysis in conjunction with this procurement.

Issuance of the Notice to Proceed constitutes Activating Entity's approval of the Method of Award as outlined herein.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS

From the issuance date of this IFB through the date the contract is awarded, each Vendor submitting a Bid (including its representatives, sub-Vendors 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 Bid or qualifications, the contents of another Vendor's Bid, 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 Bids 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. A Vendor's Bid may be disqualified if its sub-Vendor 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 IFB or general inquiries directed to the purchaser regarding requirements of the IFB (prior to Bid submission) or the status of the contract award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

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

Issuance of the Notice to Proceed constitutes Activating Entity's approval of the Bid Evaluation Process as outlined herein.

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

a) Bids will be received from each responsive Vendor according to the method of submission specified in Section 2.6 of this IFB.

b) All Bids must be received by the issuing agency not later than the date and time specified on the cover sheet of this IFB.

c) At that date and time, the Bid from each responding Vendor will be opened publicly and the name of the Vendor will be announced.

d) At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the Bid. Vendors are cautioned, however, that the evaluators

are not required to request presentations or other clarification—and often do not. Therefore, all Bids should be complete and reflect the most favorable terms available from the Vendor.

e) Bids will generally be evaluated to ensure completeness, content, and experience with similar projects, ability of the Vendor and its staff, and cost. Specific evaluation criteria are listed in 3.4 EVALUATION CRITERIA, below. Contracts will be awarded on a low-cost per Geographic Region basis; with the intent to have a primary, secondary, and tertiary Vendor to appropriately respond to the magnitude of the event.

f) 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.

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

h) The State reserves the right to reject all original offers and request one or more of the Vendors submitting Bids 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 IFB have been evaluated and determined to be unsatisfactory.

i) 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 IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other Bids lacked merit, but that the selected Vendors met the standard of responsive and responsible at a lower overall cost.

3.4 EVALUATION CRITERIA

All qualified Bids will be evaluated and award made based on whether or not the requirements listed in this IFB have been met. If all requirements have been met then the remaining Vendors will be awarded solely on a low-cost basis. Minimum requirements include, but are not limited to, completion of Attachments A1, A2, D, E, F, H and J. If additional pages are necessary to fully answer questions presented in the listed attachments, please clearly label those answers.

Vendor should have sufficient cash flow and/or available financing from a financial institution to perform the proposed contract for 60 days without receiving payment from the Activating Entity. The evaluators may randomly select any of Vendor's references, but the evaluators' reserve the right to contact all the references listed. The failure of the Vendor to list all similar contracts within the past three (3) years may result in the rejection of the Vendor's Bid. **Vendors shall disclose any instances in which prior contracts were denied FEMA reimbursement due in part or in whole to the Vendor's noncompliance.** The evaluators may check all public sources to determine whether Vendor has listed all contracts for similar work within the past three (3) years. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into Vendor's performance of those contracts. Award of a contract to one Vendor does not mean that the other Bids lacked merit.

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

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

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

3.6 INTERPRETATION OF TERMS AND PHRASES

This Invitation for Bid serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department and the Activating Entity; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the Invitation for Bid shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. All provisions of the North Carolina General Contract Terms and Conditions (ATTACHMENT C) and Required Elements for Utilization of Federal Funds (ATTACHMENT G) shall apply to and be incorporated by reference into a Notice to Proceed issued by an Activating Entity. References to "NCEM," "State," or "State of North Carolina" in the North Carolina General Contract Terms and Conditions and Required Elements for Utilization of Federal Funds shall also mean the Activating Entity which has issued a Notice to Proceed to Vendor(s). Vendor(s) shall be bound to the Activating Entity by all provisions in the North Carolina General Contract Terms and Conditions and Required Elements for Utilization of Federal Funds to the same extent as Vendor(s) are bound to the State under a contract awarded pursuant to this IFB. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether Bids should be evaluated or rejected, the Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Activating Entity's needs as described in the Invitation for Bid. Except as specifically stated in the Invitation for Bid, 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 Bid in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a Bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better Bid, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.5.

4.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of contract award (the "Effective Date"). This Agreement may be extended, upon agreement, for two (2) additional one (1) year periods.

4.2 PRICING

Bid price shall constitute the total cost to Activating Entity to 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 IFB. Complete ATTACHMENT A.1: FEE SCHEDULE and ATTACHMENT A.2: FEE SCHEDULE – EQUIPMENT AND LABOR RATES and include both completed Fee Schedules in your Bid.

4.3 INVOICES

The Vendor must submit any and all invoices directly to the Activating Entity in accordance with Section 5.

4.4 FINANCIAL STABILITY

Each 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 or lacks the financial resources to fully perform the services required under the contract(s). From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State and Activating Entity within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.5 VENDOR EXPERIENCE

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

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

4.6 REFERENCES

Vendors shall provide at least three (3) references for which your company has provided Services of similar size and scope to that proposed herein. The State may contact these users to determine the Services provided are substantially similar in scope to those proposed herein and Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Bid.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	E-MAIL

4.7 BACKGROUND CHECKS

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

4.8 PERSONNEL

Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Lead or the Activating Entity contact. Vendor shall notify the Contract Lead or Activating Entity of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State or Activating Entity will approve or disapprove the requested substitution in a timely manner. The State or Activating Entity may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the State or Activating Entity 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 or Activating Entity under this Contract. Vendor will serve as the prime Vendor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State or Activating Entity. 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, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials, vehicles, and all other equipment necessary for the Vendor to provide and deliver the Services.

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

5.0 SCOPE OF WORK

Pursuant to NCGS 166A-19.12, NCEM has the power as delegated by the Governor and the Secretary of the Department of Public Safety for the "Administration of federal and State grant funds provided for emergency management purposes, including those funds provided for planning and preparedness activities by emergency management agencies." FEMA provides disaster assistance for debris removal under the Stafford Act at 42 U.S.C. 5173, 5189f, and 5170b and at 44 CFR Part 206, including but may not be limited to, 44 CFR 206.224. Under the FEMA PA Program, the "Recipient" is the grant administrator for the funds. The "Recipient" is a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients." 2 CFR 200.86, 44 CFR 206.202, and the FEMA PA Program and Policy Guide June 1, 2020. As the Recipient, the Public Assistance Section of NCEM "receives funding under the disaster declaration and disburses funding to approved subrecipients." FEMA PA Program Overview. Subrecipients are "the government or other legal entity to which a subgrant is awarded and which is accountable to the recipient for the use of the funds provided." 44 CFR 206.201. The Subrecipient is the non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency." 2 CFR 200.93 and the FEMA PA Program and Policy Guide June 1, 2020. Under this IFB, NCEM is the Recipient. The Activating Entity is a Subrecipient. The Vendor is a contractor of the Activating Entity Subrecipient under this IFB.

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

The extent and severity of the natural disasters to affect North Carolina have shown the need to have pre-positioned debris removal services contracts available for local governments and State Agencies to activate as necessary. Therefore, NCEM has developed this IFB for the Activating Entity to activate and award contracts for these services in the thirteen separate geographical regions around the state as identified previously in Section 1.0 of this IFB. The primary purposes of this IFB for regional debris removal and disposal services are to contract for:

(1) the removal of all eligible disaster-generated debris in compliance with all applicable Federal, State, and local laws, regulations, and policies
(2) the proper disposal of all eligible disaster-generated debris

While it is anticipated that these debris removal services will most frequently be utilized in the event of a federal or state-declared emergency or disaster, the availability of these services shall also apply for non-declared disaster

events. If the event is a non-declared disaster event, the cost of services provided during a non-declared disaster event may not receive reimbursement under the FEMA or State PA Program or FHWA.

It is a requirement of this IFB that the successful Vendor be able to provide the services set out in these bid specifications in full compliance with all State, NCEM, FEMA and FHWA guidelines and regulations and federal law and regulations applicable at the time work is performed to ensure reimbursement under the FEMA Public Assistance Program or from another federal funding source, if applicable. Any conflict with the language included in these specifications shall be construed to comply with FEMA requirements.

The Vendor will work closely throughout the project with designated Activating Entity personnel and/or the monitoring services Vendor. Both the Activating Entity and the monitoring services Vendor will provide the names, contact information, and program areas of appropriate local and monitoring services Vendor personnel.

5.1 SERVICES ACTIVATION PROCEDURES

Any Activating Entity shall be authorized under the terms of the contract between the Activating Entity's awarding authority and the successful Vendor to activate the contract in the event of a disaster within its jurisdiction warranting the need for debris removal and/or disposal activities. No entity shall be required to activate the services of the Vendor. However, in the event an entity desires to utilize the services of the Vendor, the Activating Entity will forward to the Vendor a written Notice to Proceed on a form prepared for that purpose. The Activating Entity shall provide NCEM a copy of the Notice to Proceed.

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

Once activated, the Vendor shall provide the services set out in this IFB to the extent necessary to meet the needs of the Activating Entity.

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

Upon receipt of the Notice to Proceed but prior to commencing any debris removal or disposal activities, the Vendor shall provide the Activating Entity with a work plan for all activities to be conducted during the project. The initial work plan shall detail a 7- and 14-day projection of activities. The plan shall be updated every week throughout the project period. The Activating Entity may prioritize areas where the Vendor shall perform specified activities.

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

All activities conducted for the Activating Entity shall be performed during daylight hours. The Vendor may work seven days per week, including holidays. However, the Activating Entity may suspend all operations due to inclement weather or unsafe conditions.

5.2 TRAINING REQUIREMENT

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

5.3 LOCATION OF DEBRIS REMOVAL SITES

The Vendor shall be required to remove debris from all areas identified by the Activating Entity as included in the Notice to Proceed and other directions from the Activating Entity. This may include the removal of debris from state roads, federal aid highways, local roads, state agency facilities or local government maintained public property, and/or drainage easements. This may also in some instances include the removal of debris from private property, but only if the disaster triggers the activation of private property debris removal (PPDR) and only if specifically authorized by the Activating Entity. The Activating Entity may limit the scope or type of debris to be removed by the Vendor. The Vendor shall not perform any work in an area that has not been specifically assigned to the Vendor by the Activating Entity.

The Vendor shall make as many passes through the locations where debris is to be removed as are necessary and as directed by the Activating Entity. Unless otherwise directed by the Activating Entity, there shall be up to three passes with a minimum of one weekend between each pass; provided, however, the Vendor shall complete each pass over all locations in the designated area prior to beginning the next pass. The Vendor shall not move from one designated work area to another designated work area without prior approval from the Activating Entity. The scheduling of passes will be coordinated and approved by the designated Activating Entity representative.

5.4 DEBRIS LOCATION SITE PREPARATION AND MANAGEMENT

The Vendor shall be responsible for all vehicular and pedestrian traffic control at all debris removal location sites, which shall be accomplished in conformance with the latest edition of the Manual on Uniform Traffic Control Devices. The Vendor shall provide all flag persons, signs, traffic control and other equipment to necessary personnel working at the site. At least one flag person shall be posted at each approach to the work area.

Closure or blocking of public streets and other rights of way shall not be permitted unless prior arrangements have been made with the Activating Entity and the closures are coordinated with local personnel as directed by the Activating Entity.

Prior to performing any work at a debris removal location site, the Vendor shall contact North Carolina 811 and any other utility company for the purpose of identifying utility lines and components in advance of work.

5.5 SCOPE OF SERVICES

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

Vendor shall demonstrate that it is experienced and knowledgeable in handling and executing disaster debris removal in compliance and consistent with the policies, publications, guidelines and regulations of the State, NCEM, FEMA,

and FHWA and all applicable federal, State and local laws and regulations in effect at the time of the work being performed. Throughout these bid specifications, any reference to FEMA shall also mean FHWA compliance when the circumstances dictate, such as when sites eligible for emergency relief work are involved. The Vendor shall further demonstrate compliance with, including but not limited to, the following:

- FEMA Public Assistance Program and Policy Guide V.4 (June 2020) and any potential updates
- FEMA Procurement Disaster Assistance Team (PDAT) Field Manual
- Title 2 U.S. Code of Federal Regulations, Part 200
- Title 44 U.S. Code of Federal Regulations, Part 206
- 41 C.F.R. Part 60-1.4 Equal Opportunity Clause
- 29 C.F.R. §5.5(b) Contract Work Hours and Safety Standards Act
- Clean Air Act and Federal Water Pollution Control Act
- 2 C.F.R. part 180 and 2 C.F.R. part 3000 Suspension and Debarment Compliance
- 31 U.S.C. § 1352 and 44 C.F.R. Part 18 Byrd Anti-Lobbying Amendment (as amended)
- Section 6002 Solid Waste Disposal Act
- 31 U.S.C. Chapter 38 Program Fraud and False or Fraudulent Statements or Related Acts Emergency Relief Manual (Federal-Aid Highways) (May 2013)
- FEMA and Federal Requirements for Access to Records
- Prohibition on Use of Department of Homeland Security Seal, Logo, and Flags
- Compliance with Federal Law, Regulations and Executive Orders for FEMA Financial Assistance
- Other applicable Federal, State, and local laws, rules, regulations, policy or guidance

In addition to the compliance requirements above, the Vendor shall comply with requirements under **2 C.F.R. §200.321.** The awarded Vendor agrees, if subcontracts are to be utilized, to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.

The affirmative steps must include:

a. Placing qualified small and minority businesses, and women's business enterprises on solicitation lists;
b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
d. Establishing delivery schedules, where the requirement permits, which encourages participation by small and minority businesses, and women's business enterprises;
e. Using the services and assistance, as appropriate, of such organizations as North Carolina Department of Administration Office of Historically Underutilized Businesses, the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The awarded Vendor shall document its efforts to comply with the above-described affirmative steps.

Except by written consent and agreement of the Activating Entity, the Vendor is expected to complete all activities for an Activating Entity within 180 days of the date of a declaration of emergency or disaster or, if there is no emergency or disaster declaration, within 180 days of the issuance of the Notice to Proceed. All work, including site restoration prior to close-out, shall be completed within 60 calendar days after receiving notice from the Activating Entity that the last load of debris has been delivered unless there is a written extension of time granted by the Activating Entity. No changes in scope of work or time frames for completion will be allowed except as specifically authorized in the contract executed between the Vendor and the Activating Entity and, where applicable, approved by NCEM, FEMA, and FHWA. The contract shall provide for the assessment of liquidated damages in the amount of $5000 per calendar day for each day in which contract activities extend beyond the maximum allowable time established.

5.6 PROJECT MANAGEMENT AND WORK FORCES

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

The vendor must demonstrate in his or her bid documents the ability to provide adequate and properly trained personnel for this function within 24 hours of receiving a Notice to Proceed. The Vendor may use contract labor for this function and is encouraged, but not required, to employ local residents and subcontractors in the Activating Entity. However, the Vendor shall document in his or her bid that his or her company can, through the use of company personnel and equipment, remove at least 30% of debris utilizing the Vendor's own equipment and personnel within the 180-day time frame for completion of the project.

5.7 PROJECT MANAGER

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

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

(1) contact designated personnel from the Activating Entity immediately upon receipt of the Notice to Proceed to discuss the scope of services expected;
(2) remain within the activating region during all work hours throughout the length of the project;
(3) schedule and coordinate daily debris removal activities with designated Activating Entity personnel and debris monitoring personnel and provide planning for future operations pertinent to the specific event requiring the debris removal activities;
(4) attend and participate in meetings and press conferences with designated Activating Entity personnel as determined necessary by the Activating Entity;
(5) oversee and supervise all debris removal and disposal activities throughout the project;
(6) regularly communicate with designated Activating Entity and monitoring services Vendor personnel to keep the Activating Entity informed of all aspects of the debris removal and disposal activities;
(7) provide input to the Activating Entity to improve efficiency of collection and removal of debris;
(8) identify, address and troubleshoot potential problems and questions that could impact all elements of the debris removal and disposal process, including but not limited to work area safety and the eligibility of reimbursement for removal of certain types of debris.

5.8 SAFETY OFFICER

The Vendor shall have a safety officer assigned to a project in any activating region to ensure work site conditions and equipment are safe and operable and that all workers are performing all activities in a safe manner. The safety officer may be the Vendor's project manager, but he or she shall be properly trained in all applicable safety requirements and be able to dedicate the appropriate time to issues of safety as deemed necessary by the Activating Entity to ensure safe work conditions and practices in all work areas. The safety officer shall be available in person to Activating Entity personnel at any time during the project. The Activating Entity may require the Vendor to appoint a new safety officer if the Activating Entity determines the Vendor is not adequately addressing safety concerns. The Activating Entity may

also cease work of the Vendor if it determines safety concerns are not being addressed in a timely and sufficient manner.

5.9 ENVIRONMENTAL PERMITS, FEES, AND PROTECTIONS

The Vendor is responsible for obtaining all necessary and applicable environmental and regulatory permits prior to commencing any debris removal or disposal activities. Copies of all documentation evidencing proper permitting and approval shall be provided to the Activating Entity before any activities begin.

The Vendor shall be responsible for dust control and all other environmental safeguards and protections as necessary. All such safeguards and protections shall comply with federal, state, and local laws and regulations regarding same.

5.10 ELIGIBLE DEBRIS REMOVAL

The Vendor shall be responsible for clearing, separating, and removing any and all eligible debris from all locations identified by the Activating Entity using the procedures set out in these bid specifications. Services shall include at a minimum each of the following:

(1) Examining and sorting debris into separate categories,
(2) Loading the sorted debris onto appropriate hauling equipment, and
(3) Hauling the eligible, sorted debris to an appropriate, approved reduction and/or disposal site.

The Vendor shall only be authorized to clear, separate, and remove eligible debris as directed by the Activating Entity and shall only be paid by the Activating Entity for removal of eligible debris. The Vendor shall document ineligible debris left at a debris removal location and shall notify the designated Activating Entity jurisdiction representative immediately of any ineligible debris placed at the right of way for collection. "Eligible debris" is all disaster-related debris located on local roads, rights of ways, federal aid highways, state roads, government maintained public property, and/or drainage easements provided:

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

The types of eligible debris which the Vendor may be required to remove include, at a minimum, each of the following:

(1) Trees and limbs
(2) Stumps
(3) Construction and demolition debris
(4) Scattered displaced debris
(5) Household hazardous waste
(6) Vegetative debris
(7) White goods
(8) Electronic waste
(9) Waterway debris
(10) Sand and silt
(11) Vehicles
(12) Vessels
(13) Biowaste

There are special rules and procedures for the removal and/or disposal of certain types of eligible debris as set out in these bid specifications. The Vendor shall at all times comply with these procedures and all State, NCEM, FEMA, FHWA, and local guidelines and regulations related to same.

5.11 DEBRIS REMOVAL PROCEDURES

The Vendor shall perform all debris removal services necessary as directed by the Activating Entity. The Activating Entity may limit the services to be performed by the Vendor. All work shall be accomplished in a safe manner in accordance with state and local jurisdictions standards and guidelines and all debris removal work areas shall be left clear of debris and as clean as reasonable and practical before the Vendor leaves the area.

The Activating Entity may periodically inspect any and all debris removal locations, verify quantities of debris collected, and review debris removal activities of the Vendor.

All work shall be conducted in such a manner that will not interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities. The Vendor shall only perform services authorized by the Activating Entity. The Vendor shall not enter onto private property for debris removal activities conducted on behalf of the Activating Entity, except when specifically authorized due to activation of private property debris removal (PPDR). Additionally, the Vendor shall not solicit work from private citizens or others while performing services for the Activating Entity.

The following procedures will be utilized by the Vendor for each of the categories of debris and work set out below.

5.12 TREES, LIMBS, AND STUMPS

The Vendor shall be responsible for cutting down and removing hazardous trees, limbs, and stumps that qualify as eligible debris under NCEM, FEMA, and FHWA guidelines and regulations. Prior approval of NCEM, FEMA, and FHWA may be required.

Eligible, approved uprooted trees with exposed roots shall be removed in their entirety with the stump hole back-filled with approved material. Holes present as a result of uprooted trees in the public right of way shall be back-filled to ground level with approved soil. Any trees with exposed root balls shall have the location tracked by GPS coordinates with a minimum of five (5) decimal places.

Partially uprooted stumps on improved public property or rights of way with 2 feet or larger in diameter measured 2 feet above the ground that create an immediate threat to life, public health, and safety shall be removed. Stumps which must be extracted by mechanical means shall be addressed on a case-by-case basis by the Activating Entity and only after the Activating Entity has approved the extraction. Stumps that are not eligible for reimbursement shall be flush cut to the ground. Stumps shall be hauled separately from other debris and individually measured by the Activating Entity for conversion to cubic yards using the attached Stump Conversion Table.

Leaning or fallen trees which extend onto the public right of way or roadway from private property and which are at risk of falling onto the roadway, on utility lines, or across a fence line shall be removed by cutting the tree at the property line or at the edge of the right of way. Only that part of the debris that lies within the right of way shall be removed. Standing, dead trees are **not** eligible for removal.

Hazardous tree limbs two inches or greater in diameter that are still hanging in the tree (tree hangers) and are threatening a public use area, such as a trail, sidewalk, road, etc. are considered eligible debris and shall be cut down.

5.13 CONSTRUCTION, DEMOLITION, AND SCATTERED DISPLACED DEBRIS

The Vendor shall remove construction, demolition, scattered displaced debris, and homeowners' debris placed within the Activating Entity's right-of-way areas. Construction and household debris should not be mixed with vegetative debris or appliances, or hazardous and toxic waste. Household garbage shall **not** be collected.

5.14 HOUSEHOLD HAZARDOUS WASTE (HHW)

Material classified as household hazardous waste shall be segregated from all other debris using a method which will allow the remaining non-household hazardous waste debris to be processed separately. Designated Activating Entity jurisdiction personnel shall be notified immediately when household hazardous waste is found. All household hazardous waste debris will be moved and placed in the designated household hazardous waste containment area at the appropriate disposal site.

5.15 VEGETATIVE DEBRIS

The Vendor shall perform vegetative debris reduction by chipping and grinding whenever possible. If it is considered appropriate by all necessary parties to burn material, the preparation and operation of the site for burning shall meet all safety standards and recommendations by local and state officials with applicable responsibilities. Ash from the burning of the vegetative debris shall be tested as prescribed by the appropriate regulatory agency. If test results allow, ash shall be land-applied to the burning site and incorporated into the soil by tilling.

However, if the test results require, the ash from burning shall be loaded and transported to an approved landfill for disposal. In the event regulatory restrictions or other circumstances preclude open burning as the method of vegetative debris reduction, the Vendor shall accomplish vegetative debris reduction by air curtain incineration, as directed by the Activating Entity.

5.16 WHITE GOODS

The Vendor shall collect and dispose of eligible white goods in compliance with all applicable federal, state and local laws and regulations. White goods include, but are not limited to, appliances such as refrigerators, freezers, stoves, washers, dryers, hot water heaters, and dishwashers.

5.17 ELECTRONIC WASTE

The Vendor shall collect and dispose of eligible electronic waste in a manner complying with all applicable federal, state and local laws and regulations. Electronic waste means electronic products placed at the right of way, including but not limited to televisions, computers, computer peripherals (e.g., monitors and keyboards), audio and stereo equipment, VCRs, DVD players, video cameras, telephones, cellular phones and other wireless devices, fax and copy machines, and video game consoles.

5.18 WATERWAY DEBRIS REMOVAL

The Vendor shall be responsible for the removal of debris waterways, such as but not limited to sounds, canals, rivers, creeks and streams. Once the debris is retrieved and measured by cubic yard, then disposal and payment for the disposal will depend on the type of debris retrieved.

5.19 SAND, SILT, DIRT AND BOULDER REMOVAL

Where applicable, the Vendor shall be responsible for the recovery, loading, and the disposal of sand, silt, mud, dirt, rock and boulder deposited on the Activating Entity's right of way or public property. All listed materials should be

removed if posing a risk to persons ability to traverse public right of ways. This may include, but is not limited to, impeding through access or making the conditions of the roads unsafe to the general public.

5.20 VEHICLE REMOVAL

The Vendor shall be responsible for the recovery, loading, determination of ownership, and disposal of vehicles deposited on the Activating Entity's right of way or public property. The Vendor shall comply with applicable North Carolina law and local junked and abandoned vehicle ordinances.

5.21 VESSEL REMOVAL

The Vendor shall be responsible for the recovery, loading, determination of ownership, and disposal of vessels deposited on the Activating Entity's right of way, waterways, or public property.

5.22 BIOWASTE

The Vendor shall be responsible for the removal and disposal of waste capable of causing infection to humans such as animal carcasses, animal or human waste, human blood and pathological waste. Material which is found to be classified as biowaste shall be reported immediately to designated jurisdiction personnel. This material shall be segregated from the remaining debris using a method which will allow the remaining non-biowaste debris to be processed separately.

5.23 DEBRIS DISPOSAL SITES AND PROCEDURES

The disposal of all debris removed from a debris location site shall be the responsibility of the Vendor. All debris shall be disposed in compliance with applicable federal, state, or local laws, regulations, or guidelines providing for proper disposal of the particular type of debris.

The Activating Entity will supply to the Vendor the location of all staging, reduction and disposal sites that should be used for the disposal of all debris collected. If multiple sites exist then one site shall be identified as the primary debris management site. The Activating Entity shall submit to the Vendor a listing and location map for all staging, reducing and disposal sites. All disposal sites, including the primary debris management site, shall be evaluated and approved by all proper permitting authorities, including but not limited to North Carolina Department of Environmental Quality (NC DEQ). The Activating Entity, prior to use of any disposal site will obtain all required permits and site activation requirements. It will be the sole responsibility of the Activating Entity to make available debris management sites.

The Vendor shall bill at cost any applicable landfill disposal fees necessary for proper final disposal of collected debris to the Activating Entity. The Vendor is solely responsible for returning the primary debris management site and any other disposal sites utilized to pre-disaster conditions upon project completion and within the FEMA policy-imposed deadlines.

The Vendor shall provide inspection towers at all debris management sites and at all approved disposal sites. The use of scissor-lifts is permissible as an inspection tower. If the Vendor chooses to construct an inspection tower, the tower shall be constructed such that debris removal monitors can see the bed when empty and fully view the debris load (at least 10 feet above the existing ground surface), for the purpose of establishing the loaded volume. The inspection tower shall be constructed to meet all local, state and federal safety requirements and be constructed to the U.S. Army Corp of Engineers' (USACE) standards for inspection towers. The Vendor shall remove and dispose of the inspection towers following completion of the debris removal. The Vendor shall also provide portable restroom facilities at all approved disposal sites.

The Vendor shall construct a household hazardous waste containment area consisting of an earthen berm with a non-permeable liner at all disposal sites where such debris will be transported. The containment area shall be covered at all times with a non-permeable cover.

The Vendor shall be responsible for managing all disposal sites, including the primary debris management site. The daily operation of all disposal sites shall coincide with hauling operations during daylight hours, 7 days per week. Management and execution of burning operations will be 24 hours per day, 7 days per week, unless directed otherwise by designated Activating Entity personnel or as otherwise required by law or regulation.

Other management responsibilities will include at a minimum:

(1) providing all weather road access for debris trucks,
(2) providing dust control,
(3) providing fire prevention treatments to the site,
(4) providing site security,
(5) managing the volume of debris in an orderly and safe manner, and
(6) stockpiling of material.

5.24 RESPONSIBILITY FOR DAMAGE AND VIOLATIONS

The Vendor shall exercise due care in the performance of all activities to minimize any damages to trees, shrubs, landscaping on public or private property. The Vendor shall be responsible for damages to any property caused by its equipment or workers at no expense to the Activating Entity. The Activating Entity shall be notified immediately of any damages which occur during debris removal activities conducted by the Vendor.

The Vendor shall be responsible for any and all corrective action required in response to any notices of violations issued by any federal, state, or local agency as a result of the Vendor's actions while conducting activities on behalf of the Activating Entity. All corrective actions shall be taken at the Vendor's expense. Additionally, the Vendor shall be solely responsible for the payment of any fines or penalties resulting from any such violations.

5.25 EQUIPMENT

All equipment to be utilized by the Vendor shall comply with all applicable federal, state, and local rules and regulations and shall be inspected and approved by the Activating Entity prior to use. The Vendor shall provide all labor and materials necessary to fully operate and maintain all equipment to be utilized. Additionally, all equipment must meet the following minimum standards:

(1) All loading equipment shall be able to operate from the road using buckets and/or booms and grapple devices to remove and load the debris,
(2) All trucks and other equipment shall be equipped with back up alarms,
(3) Any truck or trailer used to haul debris must be mechanically loaded and be capable of rapidly dumping its load without the assistance of other equipment,
(4) "Hand loading" of trucks and trailers is prohibited,
(5) Sideboards or other extensions to the bed of trucks shall meet all applicable rules and regulations, shall cover the front and both sides, and shall be constructed in a manner to withstand severe operating conditions,
(6) Sideboards shall be constructed of 2" by 6" boards or greater and not extend more than two feet above the metal bedsides,
(7) All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls,
(8) All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity,

(9) Plastic webbing is not acceptable for a tailgate,
(10) All hauling equipment shall be measured and marked for its load capacity,
(11) Loading equipment shall be rubber-tired and sized properly to fit loading conditions.

All trucks and other heavy equipment utilized by the Vendor shall be equipped with signs* attached to both sides of the equipment which contain the following information:

(1) Company Name
(2) Truck Number
(3) Cubic Yardage Capacity
(4) Inspector's Name

* Magnetic signs are not permitted.

The Vendor shall allow inspection by the Activating Entity, or their designee, of all trucks, trailers, or containers that will be used for hauling debris prior to commencing any debris removal activities and shall notify the Activating Entity each time a new truck, trailer or container is to be used. Each truck or trailer shall be measured to determine the load capacity, which capacity shall be clearly displayed on the truck or trailer at all times. The Vendor shall not allow the capacity of debris loaded on any truck or trailer to exceed 100% of the measured volume. The Activating Entity may re-measure all equipment at any time.

If the Vendor plans to rent equipment for any of the debris removal activities set out in these bid specifications, he or she shall provide the Activating Entity with an Equipment Rental Schedule, which shall include operators for initial emergency clearing of roads, streets, and public rights of way. All hourly equipment rates shall include the cost of the operator, supervision, maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with the equipment and personnel. All hourly manpower rates shall include the cost of protective clothing, including hard hats and steel toed boots, fringe benefits, hand tools, supervision, transportation and any other costs. The Activating Entity may terminate the equipment rental work at any time.

There shall not be a minimum number of hours guaranteed for use of rental equipment for initial emergency clearing of roads, streets, and public rights of way. The Vendor will be reimbursed for the cost of equipment rental based on number of verified hours worked, not to exceed 70 hours per piece of equipment or worker for this initial emergency period.

5.26 REPORTING REQUIREMENTS

The Vendor shall be required to keep complete and accurate records of all activities as set out in these bid specifications, including complete and accurate documentation of all personnel and equipment costs. Load tickets shall be used for all debris removal and disposal activities and daily reports shall be filed as set out herein.

5.27 DEBRIS REMOVAL SITE DOCUMENTATION

The Vendor shall document conditions at all debris removal locations prior to beginning work at the area. Documentation shall include photographs and/or video tape of the location. Additionally, the Vendor shall document with photographs and/or video tape all items left at a debris removal location at the time the Vendor leaves the area.

5.28 LOAD TICKETS

The Vendor shall utilize load tickets for recording the cubic yard volume of debris removed from a debris removal location. Any item paid by weight shall indicate tare and gross weight for the load. Load tickets to be utilized shall be submitted to the Activating Entity for approval prior to beginning work on a project.

The load ticket shall be sequentially numbered and shall contain the following information:

(1) Ticket Number
(2) Vendor Name
(3) Sub-Vendor Name
(4) Date
(5) Truck or Roll-off Number
(6) Truck Capacity
(7) Point of Debris Collection
(8) Point of Debris Disposal
(9) Loading Departure Time
(10) Disposal Site Arrival Time
(11) Percent of Load
(12) Actual Debris Volume
(13) Debris Eligibility
(14) Debris Classification
(15) Tare and Gross Weight, where applicable

Designated personnel from the Activating Entity or debris monitoring services Vendor shall distribute load tickets to the Vendor prior to transportation of debris from the debris removal location after verifying the hauler and equipment, type of debris to be collected, percentage of truck capacity, and the actual cubic yards of eligible debris. The original load ticket shall be retained by the designated Activating Entity personnel or debris monitor Vendor at the primary debris management disposal site and the remaining copies shall be distributed as follows:

(1) One part to the designated Activating Entity personnel or debris removal monitor at the loading site,
(2) One part to the designated Activating Entity personnel or debris removal monitor at the debris management site/disposal site upon arrival of the hauling equipment,
(3) One part to the hauler when exiting the debris management site after unloading debris. All load tickets shall be submitted with the Vendor's daily report.

5.29 DAILY REPORTING

The Vendor shall submit a daily report to the Activating Entity throughout the length of the project utilizing the Daily Haul Record provided for that purpose. Each report shall contain, at a minimum, the following information:

(1) Vendor's Name and Contract Number,
(2) Daily and cumulative totals of debris hauled to each identified volume reduction site,
(3) Daily and cumulative totals of debris hauled to identified permitted landfills,
(4) Daily and cumulative totals of debris processed at a disposal site,
(5) Type of debris hauled.

Discrepancies between the daily report and corresponding load tickets shall be reconciled no later than the following day after the discrepancy is identified.

5.30 BONDING AND INSURANCE

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

General and Professional Liability Insurance

The Vendor shall maintain such general and professional liability insurance as will protect the Vendor and any Activating Entity from any claims for worker's compensation and from claims for damage and/or personal injury, including death,

which may arise from operations under the regional contract executed. Such insurance shall also cover any financial loss to the Activating Entity as a result of the denial of State, NCEM, FEMA, and FHWA reimbursement due to the errors and/or negligence of the Vendor. Such insurance shall be written by companies authorized to do business in North Carolina.

Proof of insurance with the following minimum coverage shall be included with each bid submitted by the Vendor:

General Liability:

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

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

$1,000,000 – Personal injury aggregate

Automobile Liability:

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

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

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

Umbrella Coverage:

$1,000,000 – Each occurrence

$1,000,000 – Aggregate

5.31 PAYMENT AND PERFORMANCE BOND

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

Additionally, intended awarded Vendors shall be required to post a **contractual performance bond in the amount of $1,000,000 prior to execution of the contract** between the NCEM and the successful Vendor. Intended awarded Vendors shall only be required to provide one bond to NCEM regardless of the number of geographic regions awarded. This bond shall be made payable to the NCEM on behalf of the entities in the region and shall be called in on behalf of an Activating Entity in the event that a Vendor fails to acknowledge and execute, in the prescribed time, a proper Notice

to Proceed, or fails to satisfy any other obligations under the contract. This requirement is in addition to the requirement to post the payment and performance bond required herein. **Each Vendor must provide proof of his or her ability to secure this bond at the time of execution of the contract if he or she is determined to be the lowest responsible Vendor meeting bid specifications.**

5.32 PRICING AND PAYMENT PROCEDURES

The Vendor shall include his or her bid pricing schedule on the supplied Bid Submittal Form based on all categories of work. Except where otherwise specifically provided, all pricing will be unit pricing. Some bid items or activities will have special rules as set out below:

(1) The removal, pickup and disposal of stumps will be paid on the cubic yard basis, regardless of size or whether or not the stumps require extraction by the Vendor
(2) Payment for the construction of the hazardous household waste containment area and for the removal and disposal of such waste shall be included in the unit price for hazardous household waste removal and disposal
(3) The bid price for waterway debris removal shall include the additional labor and equipment costs required to retrieve the debris from the waterway*
(4) Payment for portable restroom facilities and payment for containment towers shall be included in the line items for Vegetative Debris Removal and Construction & Demolition Debris Removal
(5) Payment for the preparation and operation of all vegetative debris management sites shall be included in the unit price for removal and disposal of eligible vegetative debris
(6) Debris stockpiled at a debris reduction site prior to a "No Burn" order shall be paid at the unit price for open burning
(7) Removal and recycling of freon from appliances and disposal of white goods shall be paid at the unit price for Freon Recovery and Recycling

*An example of this would be C&D material collected from a canal. The collection would be measured in cubic yards and paid for under the bid schedule item for Waterway Debris Removal. The disposal of the C&D material would then be processed and paid for under the Removal and Disposal of Eligible C&D debris to an eligible Landfill, per ton.

Additionally, as noted throughout these bid specifications, the successful Vendor shall be responsible for the payment of all permits, landfill fees, equipment rental fees, and any other costs required to perform the services included in these bid specifications. All such costs shall be considered by the Vendor in establishing the bid prices submitted.

The Activating Entity shall determine at the outset of the contract when the billing cycle for contract payments will begin – either on the contract activation date or date of disaster declaration. The Vendor shall be expected to mobilize and sustain its workforce in all activating jurisdictions in a region for a period of 60 days prior to any reimbursement by an Activating Entity. An Activating Entity may agree to reimburse the Vendor within a shorter time frame but shall not be contractually required to make any payments in less than 60 days. After the initial 60-day period expires, the Vendor shall be entitled to payment for the first 30 days of work performed by the Vendor in an Activating Entity after the Notice to Proceed provided the Vendor has satisfactorily performed the functions required under the contract. The Activating Entity shall have sole discretion in determining whether the work has been performed to its satisfaction. An example of the payment schedule is listed below:

- Notice to Proceed;
- Vendor reports to Activating Entity within 24 hours of notice;
- Vendor submits bill to Activating Entity for first 30-day period within one week of the end of the first 30-day period with same procedure for subsequent 30-day periods during the project;
- At the end of the second 30-day period, the Activating Entity remits payment for the first 30-day period if satisfactory work has been performed;

- Process continues until work is completed and all payments have been made. By submitting a bid Vendor acknowledges and accepts these terms.

Payment for work completed may be invoiced on a monthly basis after the initial 60-day period from issuance of the Notice to Proceed. Invoices shall be based on reconciled load tickets from the daily reports. All payments will be based on unit pricing submitted by the Vendor in response to this IFB.

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

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

(1) unsatisfactory job performance or progress,
(2) defective or disputed work,
(3) failure to comply with material provisions of the contract,
(4) third party claims filed,
(5) damage to the Activating Entity's right of way or other Activating Entity-maintained properties, or
(6) reasonable evidence that a claim will be filed.

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

6.0 CONTRACT ADMINISTRATION

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

The Activating Entity Subrecipient as defined in 2 CFR 200.93 and 44 CFR 206.201 is designated and listed below in *"Contact Information for Transmitting the Notice to Proceed".*

Angie Dunaway, Purchasing Director, NC Department of Public Safety, Division of Emergency Management, 3030 Hammond Business Place, Raleigh, NC 27603, (919) 324-6228, is designated as the Contract Officer for the Department Recipient as defined in 2 CFR 200.86 and 44 CFR 206.202.

Kevin Kasai, NC Department of Public Safety, Emergency Management-JFHQ, 1636 Gold Star Drive, Raleigh, NC, 27607, (919) 825-2275, is designated as the Contract Lead for the Department Recipient as defined in 2 CFR 200.86 and 44 CFR 206.202 concerning administrative and operational issues of this contract.

The Vendor shall designate and make available to the Activating Entity a project manager. The project manager shall be the Activating Entity's point of contact for contract related issues and issues concerning performance, progress review, scheduling and service.

POINT OF CONTACT FOR ALL CONTRACT RELATED ISSUES:

CONTACT NAME	TELEPHONE NUMBER	E-MAIL

CONTACT INFORMATION FOR TRANSMITTING THE NOTICE TO PROCEED:

CONTACT NAME	TELEPHONE NUMBER	E-MAIL

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

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

REGION	CONTACT NAME	TELEPHONE NUMBER	E-MAIL
11			
12			
13			

6.2 DISPUTE RESOLUTION

The Vendor, Activating Entity or State agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the Activating Entity's designee for resolution. A claim by the State shall be submitted in writing to the Vendor's Project Manager and Activating Entity for resolution. The Vendor, Activating Entity, or State shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Vendor, Activating Entity or State are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract or the PA program. If a dispute cannot be resolved between the Vendor, Activating Entity or State within thirty (30) days after delivery of notice, either entity may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either Vendor, Activating Entity or State to mediate or arbitrate any dispute.

6.3 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the NCEM, Activating Entity and Vendor.

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ATTACHMENT A.1: FEE SCHEDULE

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

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

PRICE File download at ftp://ftp1.ncem.org/ [ftp1.ncem.org] (Chrome browser is recommended).
Username: debmonitoring
Password: Nc3mD3br1s!

ITEM	DESCRIPTION OF WORK	COST	UNIT
1	Vegetative and/or C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites (DMS/TDSRS) or other disposal sites (NOTE 1 & 7)		/CY
2	Vegetative and/or C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to DMS/TDSRS or other disposal sites (NOTE 1 & 7)		/CY
3	Vegetative and/or C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 2, 3 & 7)		/CY /TON
4	Vegetative and/or C&D Debris Removal from Debris Management Sites (DMS/TDSRS) and Hauling to Final Disposal Site (NOTES 2, 3 & 7)		/CY /TON
5	Management of DMS/TDSRS (NOTE 4)		/CY
6	Processing (Grinding/Chipping) of Vegetative Debris at DMS/TDSRS or Final Disposal		/CY
7	Grinding, reduction, compaction, or consolidation of C&D debris at DMS/TSDSRS		/CY
8	Processing (Open Burning) of Vegetative Debris at DMS/TDSRS or Final Disposal		/CY
9	Processing Burning of Vegetative debris using air curtain incinerators at DMS/TDSRS or final disposal		/CY
10	Pick Up and Haul of White Goods to an Approved Disposal Site Activating Entities area		/LB
11	Pick Up and Disposal of Hazardous Material		/LB
12	Freon Management and Recycling		/UNIT
13	Biowaste transportation and disposal		/LB
Extraction of hazardous stumps resulting from trees growing on the right of way & Hauling to Final Disposal Site (NOTE 5)			
14	24-inch diameter to 47.99-inch diameter measured 24" above ground		/STUMP

15	48-inch diameter and greater		/STUMP
Removal of Boulders			
16	Removal of hazardous boulders from 18" – 35.99" in diameter		EACH
17	Removal of hazardous boulders more than 36" in diameter		EACH
Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 1 – 9			
18	Removal of hazardous hanging limbs 2 inches or more at point of break		/TREE
19	Removal of hazardous standing trees 6" – 12.99" in diameter (NOTE 8)		EACH
20	Removal of hazardous standing trees 13" – 24.99" in diameter (NOTE 8)		EACH
21	Removal of hazardous standing trees 25" – 36.99" in diameter (NOTE 8)		EACH
22	Removal of hazardous standing trees 37" – 48.99" in diameter (NOTE 8)		EACH
23	Removal of hazardous standing trees more than 49" in diameter (NOTE 8)		EACH
Marine Debris Removal			
24	Canal, waterway and ditch clearing		/LF
25	Bays and other open waters		/ACRE
26	Marine vessel and other land vehicle removal		/LF
The following items shall be billed on a time and material basis.			
27	Emergency Road Clearance	See Attachment II	

NOTES:

1. This price assumes that DMS/TDSRS's, final disposal site or other approved disposal sites are within 45 miles. For distances, over 45 miles but less than 150 miles add _____ per cubic yard.
2. This price assumes final disposal is within 150 miles. For distances, over 150 miles but less than 300 miles add _____ per cubic yard.
3. If scales are available at the final disposal site /TON cost will be used in lieu of /CY. The Vendor pays tipping fee at final disposal site(s) and bills the Activating Entity at cost.
4. Includes management of site remediation to include but not limited to pre and post use soil and water testing.
5. Boulders are defined for these purposes as any rock fragment with a size equal to or greater than 18 inches in diameter at its greatest point.
6. All stumps placed on the right of way by citizens will be converted to cubic yards using guidance provided in FEMA 325 (FEMA Public Assistance Debris Management Guide). Once converted amounts will be charged using item 1-4 rates as appropriate.
7. Invoices to be based on incoming and/or outgoing load tickets.
8. Measured at 4.5 feet above ground.
9. Items 1-24 include all personnel cost needed to deliver the service to include lodging and meals. Pricing will be adjusted for option year awards using a % equal to the % change (+/-) in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.
10. Private property debris removal (right of entry work) upon private property, if authorized by FEMA, will be done according to the rates listed herein. Vendor shall engage in PPDR work only with a written right of entry and hold harmless document executed by the private property owner and upon the written approval of the Activating Entity.

ATTACHMENT A.2: FEE SCHEDULE – EQUIPMENT AND LABOR RATES

ITEM DESCRIPTION (or equivalent)	Hourly Rate
JD 544 Wheel Loader with debris grapple	$_____
JD 644 Wheel Loader with debris grapple	$_____
Extendaboom Forklift with debris grapple	$_____
753 Bobcat Skid Steer Loader with debris grapple	$_____
753 Bobcat Skid Steer Loader with bucket	$_____
753 Bobcat Skid Steer Loader with street sweeper	$_____
30-50 H Farm Tractor with box blade or rake	$_____
2 – 2 ½ cu. yd. Articulated Loader with bucket	$_____
3 – 4 cu. yd. Articulated Loader with bucket	$_____
JD 648E Log Skidder	$_____
CAT D4 Dozer	$_____
CAT D5 Dozer	$_____
CAT D6 Dozer	$_____
CAT D7 Dozer	$_____
CAT D8 Dozer	$_____
CAT 125 – 140 HP Motor Grader	$_____
JD 690 Trackhoe with debris grapple	$_____
JD 690 Trackhoe with bucket and thumb	$_____
Rubber Tired Trackhoe with debris grapple	$_____
Rubber Tired Excavator with debris grapple	$_____
JD 310 Rubber Tired Backhoe with bucket and hoe	$_____
210 Prentiss Knuckleboom with debris grapple	$_____
CAT 623 Self-Loader Scraper	$_____
Hand-Fed Debris Chipper	$_____
300 – 400 HP Tub Grinder	$_____
800 – 1000 HP Tub Grinder	$_____
30 Ton Crane	$_____
50 Ton Crane	$_____
100 Ton Crane	$_____
40 – 60' Bucket Truck	$_____
Greater than 60' Bucket Truck	$_____
Fuel/Service Truck	$_____
Water Truck	$_____
Portable Light Plant	$_____
Equipment Transports	$_____
Lowboy Trailer with Tractor	$_____
Flatbed Truck	$_____
ITEM DESCRIPTION (or equivalent)	**Hourly Rate**
½ ton Pickup Truck	$_____
¾ ton Pickup Truck	$_____
1-ton Pickup Truck	$_____
Off road truck	$_____
Self-Loading Dump Truck with debris grapple	$_____
Single Axel Dump Truck, 5 – 12 cu. yd.	$_____
Tandem Axle Dump Truck, 16 – 20 cu. yd.	$_____
Tandem Axle Dump Truck, 21 – 30 cu. yd.	$_____
Tandem Axle Dump Truck, 31 – 50 cu. yd.	$_____
Tandem Axle Dump Truck, 51 – 80 cu. yd.	$_____
Power Screen	$_____
Stacking Conveyor	$_____
Chainsaw (without operator)	$_____
Air Curtain Incinerator, self-contained	$_____

Temporary Office Trailer	$_____
Mobile Command and Communications Trailer	$_____
Generators from 10KW to 300KW	$_____
PERSONNEL DESCRIPTION	Hourly Rate
Operations Manager	$_____
Superintendent	$_____
Foreman	$_____
Safety Officer/Quality Control Inspector	$_____
Laborer & Traffic Control Flag person	$_____
Documentation Clerk	$_____
Time Keeper	$_____
HAZMAT Operator	$_____
HAZMAT Technician	$_____
Household HAZMAT Inspection and Removal Crew	$_____
Skilled Sawman	$_____
Crew Foreman with cell phone	$_____
Tree Climber	$_____
MATERIAL DESCRIPTION	/YARD
Fill dirt for stump holes – installed (includes purchase, placement and shaping)	$_____

NOTES:

1. Equipment rates are fully encumbered to include but not limited to the cost of the operator, fuel and maintenance.

ATTACHMENT B: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY by SIGNING:** 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 IFB document.

2. **LATE BIDS**: Late Bids, 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 Bids.

3. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all Bids, to waive any informality in Bids and, unless otherwise specified by the Vendor, to accept any item in the Bid.

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 IFB (Execution Page) in the designated space shall render the Bid non-responsive, and it will 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 IFB, including any negotiated terms; (2) requirements and specifications and administration provisions in Sections 4, 5 and 6 of this IFB; (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 Bid.

7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested in the spaces provided in this document. Further, if required elsewhere in this Bid, each Vendor shall submit with its Bid any sketches, descriptive literature and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous Bid or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a Bid 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**: To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all print responses submitted meet the following:

    - All copies of the Bid are printed double sided.
    - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
    - Unless absolutely necessary, all Bids and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
    - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.

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 Bid 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 awarded by the Division of Purchase and Contract, or awarded by an agency in an awarded amount of at least $25,000, a Vendor shall submit a written request addressed to the State Purchasing Officer at: Division of Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. A protest request related to an award amount of less than $25,000 shall be sent to the purchasing officer of the agency that issued the award. 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 Bid, the Vendor agrees not to discuss or otherwise reveal the contents of its Bid to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this IFB. 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 Bids (i.e., after the public opening of the Bids 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 Bid 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 IFB. 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 IFB 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 BID**: Bids that have been delivered by hand, U.S. Postal Service, courier or other delivery service may be withdrawn **only** in writing and if receipt is acknowledged by the office issuing the IFB prior to the time for opening Bids identified on the cover page of this IFB (or such later date included in an Addendum to the IFB). 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 Bids shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.

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 IFB and in formal Addenda issued through IPS.

22. **COST FOR BID 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 Bids.

23. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its Bid 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 Bid.

24. **INSPECTION AT VENDOR'S SITE:** 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

1. **PERFORMANCE AND DEFAULT:**

   a) It is anticipated that the tasks and duties undertaken by the Vendor shall include services or the manufacturing, furnishing, or development of goods and other tangible features or components as deliverables that are directly correlated and/or ancillary to the services performed. Except as provided immediately below, and unless otherwise mutually agreed in writing prior to award, any service deliverables or ancillary services provided by Vendor in performance of the contract shall remain property of the State. During performance, Vendor may provide proprietary components as part of the service deliverables that are identified in the solicitation response. Vendor grants the State a personal, permanent, non-transferable license to use such proprietary components of the service deliverables and other functionalities, as provided under this Agreement. 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 its services under the contract in the same or similar manner provided to comparable users. The State shall notify the Vendor of any defects or deficiencies in performance of its services or failure of service deliverables to conform to the standards and specifications provided in this solicitation. Vendor agrees to remedy defective performance or any nonconforming deliverables upon timely notice provided by the State.

   b) Vendor has a limited, non-exclusive license to access and use State Data provided to Vendor, but solely for performing its obligations under this Agreement and in confidence as may be further provided herein. Vendor or its suppliers shall at a minimum, and except as otherwise specified and agreed herein, provide assistance to the State related to all services performed or deliverables procured hereunder during the State's normal business hours. Vendor warrants that its support, customer service, and assistance will be performed in accordance with generally accepted and applicable industry standards.

   c) If, through any cause, Vendor shall fail to fulfill in a timely and proper manner the obligations under The Contract, the State shall have the right to terminate The Contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverables under The Contract prepared by the Vendor shall, at the option of the State , become its property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the 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 may require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to the State.

   d) In the event of default by the Vendor, the State may procure the goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. In addition, 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, immediately terminate The Contract for cause, and may take action to debar the Vendor from doing future business with the State.

2. **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 Contract Lead at once, in writing, indicating the specific regulation which required such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

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

4. **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 Bid 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.

5. **SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.

6. **PAYMENT TERMS:** Payment terms are Net not later than 60 days after receipt of a correct invoice or acceptance of goods, whichever is later. The using 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 that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.

7. **NON-DISCRIMINATION**:
   a) The Vendor will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.
   b) The vendor will take necessary action to ensure its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.

8. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

9. **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 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 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 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, infringes on a patent, copyright, trademark or violates 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 if any claim by a third party against the State for infringement or misappropriation results from the State's material alteration of any Vendor-branded deliverables or services, or from the continued use of the deliverable(s) or Services after receiving notice of infringement on a trade secret of a third party.

10. **TERMINATION FOR CONVENIENCE:** If this contract contemplates deliveries or performance over a period of time, the State may terminate this contract at any time by providing 15 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. If the contract is terminated by the State as provided in this section, the State shall pay for those items for which such option is exercised, less any payment or compensation previously made.

11. **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. A Vendor may inquire whether the State is willing to act as a reference by providing factual information directly to other prospective customers.

12. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using 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).

13. **ASSIGNMENT:** No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted.

    However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the State may:

    a) Forward the Vendor's payment check directly to any person or entity designated by the Vendor, and
    b) Include any person or entity designated by Vendor 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 and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the State may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of The Contract.

14. **INSURANCE:**

    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. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

    a) **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of $500,000.00,

covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-contracted, the Vendor shall require the sub-Vendor to provide the same coverage for any of his employees engaged in any work under the Contract within the State.

b) **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 cost shall be in excess of the limit of liability.

c) **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.

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 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 under the Contract.

15. **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 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 and 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. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.

16. **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) Reserved.

d) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State-approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.

e) Vendor shall at all times maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges by such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its 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.

17. **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 Bid shall include approval to use the subcontractor(s) that have been specified therein.

18. **CONFIDENTIALITY:** Any State 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.

19. **CARE OF STATE DATA AND PROPERTY:** The Vendor agrees that it shall be responsible for the proper custody and care of any data owned and furnished to the Vendor by the State (State Data), or other State property in the hands of the Vendor, for use in connection with the performance of The Contract or purchased by or for the State for The Contract. Vendor will reimburse the State for loss or damage of such property while in Vendor's custody.

    The State's Data in the hands of the Vendor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or other eventuality. 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. See G.S. 75-60 *et seq.*

20. **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, the Vendor 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 agency responsible for the contract.

    Vendor shall give notice to the using 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.

21. **COMPLIANCE WITH LAWS:** 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.

22. **ENTIRE AGREEMENT:** This IFB and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This IFB, any addenda hereto, and the Vendor's Bid are incorporated herein by reference as though set forth verbatim.

    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 this 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 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, 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, or other catastrophic 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. **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, Vendor or party. Staff, volunteers, vendors, Vendors 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, Vendor 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, Vendors 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, 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."

29. Vendor shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) https://www.sam.gov/portal/SAM and the State Debarred Vendors Listing, http://www.pandc.nc.gov/actions.asp to verify that Vendors or sub-Recipients have not been suspended or debarred from doing business with federal or State government".

ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

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-Vendors, 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-Vendors that will perform work outside the U.S.:

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

NOTE: All Vendor or sub-Vendor personnel providing call or contact center services to the State of North Carolina or Activating Entity 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

Name of Vendor: _____

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

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

Date of latest audit: _____

☐ 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 and the Activating Entity 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

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 perform the required functions in this IFB. 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 submitting this IFB a Historically Underutilized Business? ☐ **Yes** ☐ **No**

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

If the awarded Vendor plans to subcontract with minority businesses, women's business enterprises and labor surplus area firms (**2 C.F.R. §200.321**) indicate below the HUB subcontractor name(s). If more than one subcontractor will be utilized, please enter "See Attached" and provide an additional page to list all required information with clearly defined Region's.

REGION	SUBCONTRACT NAME	HUB CLASSIFICATION	TELEPHONE NUMBER	E-MAIL
1				
2				
3				
4				
5				
6				

REGION	SUBCONTRACT NAME	HUB CLASSIFICATION	TELEPHONE NUMBER	E-MAIL
7				
8				
9				
10				
11				
12				
13				

ATTACHMENT G: REQUIRED ELEMENTS FOR UTILIZATION OF FEDERAL FUNDS

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

1. **No governmental non-competes.** Vendor shall not impose or enforce any non-competition agreement upon the employees included in Vendor's bid that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Contract. By executing this IFB the Vendor affirms this condition, as directed in the VENDOR EXPERIENCE SECTION 4.5 section of this IFB. This affirmation is a material condition for the State's award of any work under this IFB.

2. **Program Monitoring**. Vendor agrees to assist and cooperate with the Federal grantor agency and NCEM or their duly designated representatives in the monitoring of the project or projects to which this contract relates, and to provide in form and manner approved by NCEM such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

3. **Termination for Cause.** If through any cause, Vendor shall fail to fulfill in a timely or proper manner any obligations under this Contract, or if Vendor shall violate any of the covenants, agreements, or stipulations of the Contract, NCEM shall thereupon have the right to terminate this Contract by giving written notice to Vendor of such termination and specifying the effective date of such termination. Unless a shorter time is determined by NCEM to be necessary, NCEM shall effect termination according to the following procedure:

    a. Notice to Cure. NCEM shall give written notice of the conditions of default, setting for the ground or grounds upon which such default is declared ("Notice to Cure"). The Vendor shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default.
    b. Notice of Termination. If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, NCEM may terminate the Contract, in whole or in part. NCEM shall give the Vendor written notice of such termination ("Notice of Termination"), specifying the applicable provision(s) under which the Contract is terminated and the effective date of the termination.
    c. In such event, all finished or unfinished documents, data, studies, and reports prepared by Vendor entitle Vendor's receipt of just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, Vendor shall not be relieved of liability to NCEM for damage sustained to NCEM by virtue of any breach of this Contract by Vendor. NCEM may withhold any payments to Vendor for the purpose of set off until such time as the exact amount of damages due NCEM from Vendor is determined.

4. **Funding Contingency.** The awarded Contract may be suspended and/or terminated without liability to the State and NCEM is under no obligation to make any payments to the Vendor.

5. **Equal Employment Opportunity**. During the performance of this contract, the Vendor agrees as follows:

    a. The Vendor will 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 will, 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 he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the 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 will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will 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 will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 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 becomes involved in, or is threatened with, litigation with a subcontractor vendor as a result of such direction by the administering agency, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

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

The applicant agrees that it will 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 will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will 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 applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

6. **Anti-Discrimination**. Vendor will comply with the following clauses: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

Compliance with the Contract Work Hours and Safety Standards Act.

a. *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.

b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 CFR §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 CFR §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 CFR §5.5(b)(1).

c. *Withholding for unpaid wages and liquidated damages.* NCDEM 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 CFR §5.5(b)(2).

d. *Subcontracts.* The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR §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 CFR §5.5(b)(2) through (4).

8. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.**

Clean Air Act

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

b. The Vendor agrees to report each violation to NCEM and the Activating Entity and understands and agrees that NCEM and the Activating Entity will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Vendor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

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

b. The Vendor agrees to report each violation to NCEM and the Activating Entity and understands and agrees that NCEM and the Activating Entity will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Vendor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. **Debarment and Suspension.**

   a. This contract is a covered transaction for purposes of 2 C.F.R. 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).

   b. 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.

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

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

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

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

    Required Certification. If applicable, Vendors must sign and submit to the NCEM the certification. See Attachment H.

11. **Procurement of Recovered Materials.**

    a. In the performance of this contract, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
       • Competitively within a timeframe providing for compliance with the contract performance schedule;
       • Meeting contract performance requirements; or
       • At a reasonable price.

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

    c. The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **Women and Minority Owned Businesses**. 2 C.F.R. § 200.321 requires that all necessary affirmative steps are taken by the State and Vendor to assure that minority and women's businesses are used when possible, and N.C. Gen. Stat. 143-128.2 establishes a ten percent (10%) goal for participation by minority and women owned businesses in total value of work performed for the State.

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

    a. The Vendor agrees to provide NCEM, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, and the Activating Entity access to any books, documents, papers, and records of the Vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

    b. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

    c. The Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

    d. In compliance with the Disaster Recovery Act of 2018, NCEM, the Activating Entity, and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

    e. Vendor agrees to allow the departments and agencies of the State of North Carolina, FEMA, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of Vendor which are directly pertinent to the contract for the purpose of making audits, examinations, excerpts, and transcriptions

14. **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.

15. **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).

16. **Personnel**. Vendor represents that it has, or will secure at its own expense, all personnel required in performing the work under this Contract. Such personnel shall not be employees of or have any contractual relationship with State, NCEM, or Activating Entity. All of the work required hereunder will be performed by Vendor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such work. No person who is serving a sentence in penal or correctional institution shall be employed to work under this Contract.

17. **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.

18. **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.

19. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives

20. **DHS, Seal, Logo, and Flags**. The Vendor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

ATTACHMENT H: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

_____
Signature of Vendor's Authorized Official

_____
Name and Title of Vendor's Authorized Official

_____
Date

ATTACHMENT I: STUMP CONVERSION TABLE

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.
46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

ATTACHMENT J: DEBRIS QUANTITY FORECAST

The chart below provides forecasts of debris quantities for each county in the State of North Carolina. County data is grouped by geographic region. The forecast is based on the USACE hurricane debris estimating model; model assumptions are listed below. This chart is provided for informational purposes only to assist Vendors in understanding the variations among geographic regions in the state. Fees quoted in Attachments A.1 and A.2 shall be based on a unit of one (1).

Assumptions:

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

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

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

Mecklenburg	11	1,093,901	364634	26	1.1	1.3	1.3	17,624,203.64
Rowan	11	141,262	47087	26	1.1	1.3	1.3	2,275,919.17
Stanly	11	62,075	20692	26	1.3	1.2	1.3	1,091,030.20
Union	11	235,908	78636	26	1.1	1.3	1.3	3,800,792.42
Alexander	12	37,353	12451	26	1.5	1	1.3	631,265.70
Alleghany	12	11,161	3720	26	1.5	1	1.3	188,620.90
Ashe	12	27,109	9036	26	1.5	1	1.3	458,142.10
Avery	12	17,505	5835	26	1.5	1	1.3	295,834.50
Burke	12	90,382	30127	26	1.3	1.2	1.3	1,588,554.03
Caldwell	12	82,029	27343	26	1.3	1.2	1.3	1,441,741.70
McDowell	12	45,507	15169	26	1.5	1	1.3	769,068.30
Mitchell	12	15,000	5000	26	1.5	1	1.3	253,500.00
Rutherford	12	66,826	22275	26	1.3	1.2	1.3	1,174,533.78
Watauga	12	55,945	18648	26	1.5	1	1.3	945,470.50
Wilkes	12	68,557	22852	26	1.3	1.2	1.3	1,204,957.83
Yancey	12	17,903	5968	26	1.5	1	1.3	302,560.70
Buncombe	13	259,103	86368	26	1.1	1.3	1.3	4,174,494.80
Cherokee	13	28,383	9461	26	1.5	1	1.3	479,672.70
Clay	13	11,139	3713	26	1.5	1	1.3	188,249.10
Graham	13	8,484	2828	26	1.5	1	1.3	143,379.60
Haywood	13	61,971	20657	26	1.3	1.2	1.3	1,089,202.30
Henderson	13	116,748	38916	26	1.3	1.2	1.3	2,051,962.85
Jackson	13	43,327	14442	26	1.5	1	1.3	732,226.30
Macon	13	35,285	11762	26	1.5	1	1.3	596,316.50
Madison	13	21,763	7254	26	1.5	1	1.3	367,794.70
Polk	13	20,611	6870	26	1.5	1	1.3	348,325.90
Swain	13	14,245	4748	26	1.5	1	1.3	240,740.50
Transylvania	13	34,215	11405	26	1.5	1	1.3	578,233.50

ATTACHMENT J: CERTIFICATION OF CAPACITY/CAPABILITIES

Name of Vendor: _____

Please answer all questions fully. If additional space is needed please provide explanations on an additional page clearly titled "Attachment J: Additional Information Provided". By signing this page Vendor certifies that all information is complete and accurate to best of Vendor's capabilities.

1. Please provide the number of direct employees of the Vendor. _____
2. Is there a minimum standard of training that all employees receive, such as FEMA ICS or NIMS training? If so please list: _____
3. List physical locations that would allow Vendor Representatives to be on site within the required 24 hours:
4. Please provide a brief description of the equipment immediately available to Vendor staff to ensure proper execution of the scope of work: _____
5. Please list contracts Vendor has held within the last three (3) years, with dates, that would be multijurisdictional and speak to their capacity to effectively execute this scope of work: _____
6. Please disclose any instances in which prior contracts were denied FEMA reimbursement due in part or in whole to the Vendor's noncompliance: _____

Signature Date

Printed Name Title

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

STATE OF NORTH CAROLINA
Department of Public Safety

Refer *ALL* Inquiries regarding this IFB to: angie.dunaway@ncdps.gov	**Invitation for Bids #: 19-IFB-015120-DAD**
	Bids will be publicly opened: August 10, 2020 at 2:00 PM ET
Contract Type: Open Market	**Using Agency: NCDPS – Emergency Management**
Commodity No. and Description: 9313 Humanitarian Aid & Relief	**Requisition No.:** n/a

EXECUTION

In compliance with this Invitation for Bids (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this Bid, the undersigned Vendor certifies that this Bid 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 that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this Bid, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Vendors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. 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 IFB, the undersigned certifies, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization. *As required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), the undersigned vendor certifies that by applying or bidding 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 take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.* Furthermore, by executing this Bid, the undersigned acknowledges that this IFB and any contract(s) awarded pursuant to this IFB are being procured pursuant to 2 CFR §§ 200.317-200.326 and agrees to be bound by all terms and conditions of this IFB and the contract.

Failure to execute/sign Bid prior to submittal shall render Bid invalid and it WILL BE REJECTED. Late Bids cannot be accepted.

COMPLETE/FORMAL NAME OF VENDOR: Southern Disaster Recovery, LLC			
STREET ADDRESS: 109 White Oak Rd.		P.O. BOX:	ZIP: 29609
CITY & STATE & ZIP: Greenville, SC 29609		TELEPHONE NUMBER: 864-469-9776	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE:			
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Al McClaran / CEO & Member		FAX NUMBER: 864-469-9642	
VENDOR'S AUTHORIZED SIGNATURE:	DATE: 08/07/20	EMAIL: chip@southerndr.com	

Offer valid for at least 60 days from date of Bid opening, unless otherwise stated here: 60 days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BID

If any or all parts of this Bid are accepted by the State of North Carolina, an authorized representative of the Department of Public Safety shall affix his/her signature hereto and this document and all provisions of this Invitation for Bid along with the Vendor Bid response and the written results of any negotiations shall then constitute the written agreement between the Vendor and the Activating Entity. A copy of this acceptance will be forwarded to the successful Vendor(s). *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 22nd day of September, 2020, as indicated on the attached certification, by Angie Dunaway (Authorized Representative of the NC Department of Public Safety)

POINT OF CONTACT FOR ALL CONTRACT RELATED ISSUES:

CONTACT NAME	TELEPHONE NUMBER	E-MAIL
Chip Patterson	864-469-9776	chip@southerndr.com

CONTACT INFORMATION FOR TRANSMITTING THE NOTICE TO PROCEED:

CONTACT NAME	TELEPHONE NUMBER	E-MAIL
Chip Patterson	864-469-9776	chip@southerndr.com

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

REGION	CONTACT NAME	TELEPHONE NUMBER	E-MAIL
1	Chip Patterson	904-334-9690	chip@southerndr.com
2	Chris Johnson	770-547-0951	chris@southerndr.com
3	Sonny Sims	864-901-0283	sonny@southerndr.com
4	Randy Thompson	910-398-1818	randy@southerndr.com
5	Sonny Sims	864-901-0283	sonny@southerndr.com
6	Blake Riley	270-217-5204	blake@southerndr.com
7	Chip Patterson	904-334-9690	chip@southerndr.com
8	Blake Riley	270-217-5204	blake@southerndr.com
9	Chris Johnson	770-547-0951	chris@southerndr.com
10	Sonny Sims	864-901-0283	sonny@southerndr.com

REGION	CONTACT NAME	TELEPHONE NUMBER	E-MAIL
11	Blake Riley	270-217-5204	blake@southerndr.com
12	Sonny Sims	864-901-0283	sonny@southerndr.com
13	Chris Johnson	770-547-0951	chris@southerndr.com

6.2 DISPUTE RESOLUTION

The Vendor, Activating Entity or State agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the Activating Entity's designee for resolution. A claim by the State shall be submitted in writing to the Vendor's Project Manager and Activating Entity for resolution. The Vendor, Activating Entity, or State shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Vendor, Activating Entity or State are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract or the PA program. If a dispute cannot be resolved between the Vendor, Activating Entity or State within thirty (30) days after delivery of notice, either entity may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either Vendor, Activating Entity or State to mediate or arbitrate any dispute.

6.3 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the NCEM, Activating Entity and Vendor.

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REGION 1, 2, 3 and 4

Item	Description of work	Cost	Unit
1	Vegetative and/or C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites (DMS/TDSRS) or other disposal sites (NOTE 1 & 7)	$ 10.25	/CY
2	Vegetative and/or C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to DMS/TDSRS or other disposal sites (NOTE 1 & 7)	$ 10.50	/CY
3	Vegetative and/or C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 2, 3 & 7)	$ 11.25	/CY
4	Vegetative and/or C&D Debris Removal from Debris Management Sites (DMS/TDSRS) and Hauling to Final Disposal Site (NOTES 2, 3 & 7)	$ 8.75	/CY
5	Management of DMS/TDSRS (NOTE 4)	$ 1.50	/CY
6	Processing (Grinding/Chipping) of Vegetative Debris at DMS/TDSRS or Final Disposal	$ 2.85	/CY
7a	Reduction by chipping and grinding at DMS/TSDSRS	$ 3.25	/CY
7b	Reduction by compaction, or consolidation of C&D debris at DMS/TSDSRS	$ 1.25	/CY
8	Processing (Open Burning) of Vegetative Debris at DMS/TDSRS or Final Disposal	$ 1.45	/CY
9	Processing Burning of Vegetative debris using air curtain incinerators at DMS/TDSRS or final disposal	$ 2.25	/CY
10	Pick Up and Haul of White Goods to an Approved Disposal Site activating entities area	$ 0.85	/LB
11	Pick Up and Disposal of Household Hazardous Waste	$ 3.25	/LB
12	Freon Management and Recycling	$ 25.00	/UNIT
13	Biowaste transportation and disposal	$ 7.00	/LB
	Extraction of hazardous stumps resulting from trees growing on the right of way & Hauling to Final Disposal Site (NOTE 5)		
14	24-inch diameter to 47.99-inch diameter measured 24" above ground	$ 180.00	/STUMP
15	48-inch diameter and greater	$ 270.00	/STUMP
	Removal of Boulders		
16	Removal of hazardous boulders from 18" – 35.99" in diameter	$ 10.00	EACH
17	Removal of hazardous boulders more than 36" in diameter	$ 25.00	EACH
	Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 1 – 9		
18	Removal of hazardous hanging limbs 2 inches or more at point of break	$ 85.00	/TREE
19	Removal of hazardous standing trees 6" – 12.99" in diameter (NOTE 8)	$ 50.00	EACH
20	Removal of hazardous standing trees 13" – 24.99" in diameter (NOTE 8)	$ 75.00	EACH
21	Removal of hazardous standing trees 25" – 36.99" in diameter (NOTE 8)	$ 175.00	EACH
22	Removal of hazardous standing trees 37" – 48.99" in diameter (NOTE 8)	$ 290.00	EACH
23	Removal of hazardous standing trees more than 49" in diameter (NOTE 8)	$ 450.00	EACH
	Marine Debris Removal		
24	Canal, waterway and ditch clearing	$ 25.00	/LF
25	Bays and other open waters	$ 125.00	/ACRE
26	Marine vessel and other land vehicle removal	$ 35.00	/LF

Totals		
Items 1-13	$	89.40
Stumps 14-15	$	450.00
Boulders 16-17	$	35.00
Hazardous Trees/Limbs 18-23	$	1,125.00
Marine Debris 24-26	$	185.00
Sheet	$	1,884.40

REGION 1, 2, 3 and 4

ITEM DESCRIPTION (or equivalent)	Hourly Rate
JD 544 Wheel Loader with debris grapple	95
JD 644 Wheel Loader with debris grapple	110
Extendaboom Forklift with debris grapple	75
753 Bobcat Skid Steer Loader with debris grapple	85
753 Bobcat Skid Steer Loader with bucket	75
753 Bobcat Skid Steer Loader with street sweeper	85
30-50 H Farm Tractor with box blade or rake	25
2 – 2 ½ cu. yd. Articulated Loader with bucket	70
3 – 4 cu. yd. Articulated Loader with bucket	80
JD 648E Log Skidder	75
CAT D4 Dozer	70
CAT D5 Dozer	70
CAT D6 Dozer	80
CAT D7 Dozer	90
CAT D8 Dozer	95
CAT 125 – 140 HP Motor Grader	65
JD 690 Trackhoe with debris grapple	60
JD 690 Trackhoe with bucket and thumb	60
Rubber Tired Trackhoe with debris grapple	115
Rubber Tired Excavator with debris grapple	80
JD 310 Rubber Tired Backhoe with bucket and hoe	65
210 Prentiss Knuckleboom with debris grapple	135
CAT 623 Self-Loader Scraper	60
Hand-Fed Debris Chipper	55
300 – 400 HP Tub Grinder	190
800 – 1000 HP Tub Grinder	240
30 Ton Crane	45
50 Ton Crane	75
100 Ton Crane	100
40 – 60' Bucket Truck	110
Greater than 60' Bucket Truck	125
Fuel/Service Truck	65
Water Truck	55
Portable Light Plant	35
Equipment Transports	85
Lowboy Trailer with Tractor	125
Flatbed Truck	30
½ ton Pickup Truck	30
¾ ton Pickup Truck	35
1-ton Pickup Truck	40
Off road truck	20
Self-Loading Dump Truck with debris grapple	95
Single Axel Dump Truck, 5 – 12 cu. yd.	45
Tandem Axle Dump Truck, 16 – 20 cu. yd.	55
Tandem Axle Dump Truck, 21 – 30 cu. yd.	60
Tandem Axle Dump Truck, 31 – 50 cu. yd.	65

Totals		
Equipment	$	3,792.00
Labor	$	585.00
Materials	$	10.00
Sheet	$	4,387.00

REGION 1, 2, 3 and 4

Tandem Axle Dump Truck, 51 – 80 cu. yd.	70
Power Screen	45
Stacking Conveyor	25
Chainsaw (without operator)	2
Air Curtain Incinerator, self-contained	20
Temporary Office Trailer	5
Mobile Command and Communications Trailer	10
Generators from 10KW to 30KW	15
PERSONNEL DESCRIPTION	**Hourly Rate**
Operations Manager	55
Superintendent	50
Foreman	40
Safety Officer/Quality Control Inspector	45
Laborer & Traffic Control Flag person	30
Documentation Clerk	25
Time Keeper	25
HAZMAT Operator	60
HAZMAT Technician	65
Household HAZMAT Inspection and Removal Crew	75
Skilled Sawman	35
Crew Foreman with cell phone	40
Tree Climber	40
MATERIAL DESCRIPTION	**/YARD**
Fill dirt for stump holes – installed (includes purchase, placement and shaping)	$ 10.00

STATE OF NORTH CAROLINA
Department of Public Safety

Refer *ALL* Inquiries regarding this IFB to: angie.dunaway@ncdps.gov	**Invitation for Bids #: 19-IFB-015121-DAD**
	Bids will be publicly opened: August 10, 2020 at 2:00 PM ET
Contract Type: Open Market	**Using Agency: NCDPS – Emergency Management**
Commodity No. and Description: 9313 Humanitarian Aid & Relief	**Requisition No.:** n/a

EXECUTION

In compliance with this Invitation for Bids (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this Bid, the undersigned Vendor certifies that this Bid 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 that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this Bid, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Vendors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. 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 IFB, the undersigned certifies, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization. *As required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), the undersigned vendor certifies that by applying or bidding 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 take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.* Furthermore, by executing this Bid, the undersigned acknowledges that this IFB and any contract(s) awarded pursuant to this IFB are being procured pursuant to 2 CFR §§ 200.317-200.326 and agrees to be bound by all terms and conditions of this IFB and the contract.

Failure to execute/sign Bid prior to submittal shall render Bid invalid and it WILL BE REJECTED. Late Bids cannot be accepted.

COMPLETE/FORMAL NAME OF VENDOR:	**DebrisTech, LLC**		
STREET ADDRESS: **925 Goodyear Blvd**		P.O. BOX: **N/A**	ZIP: **39466**
CITY & STATE & ZIP: **Picayune, MS 39466**		TELEPHONE NUMBER: **601-658-9598**	TOLL FREE TEL. NO: **601-658-9598**
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE:			
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: **Brooks Wallace, President**		FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE:	DATE: **8/11/20**	EMAIL:	**brooks@debristech.com**

Offer valid for at least 60 days from date of Bid opening, unless otherwise stated here: **N/A** days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BID

If any or all parts of this Bid are accepted by the State of North Carolina, an authorized representative of the Department of Public Safety shall affix his/her signature hereto and this document and all provisions of this Invitation for Bid along with the Vendor Bid response and the written results of any negotiations shall then constitute the written agreement between the Vendor and the Activating Entity. A copy of this acceptance will be forwarded to the successful Vendor(s). *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 10th day of September, 20 20, as indicated on the attached certification, by Angie Dunaway (Authorized Representative of the NC Department of Public Safety)

DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

Project Manager and Customer Service

Points of Contact for All Contract Related Issues

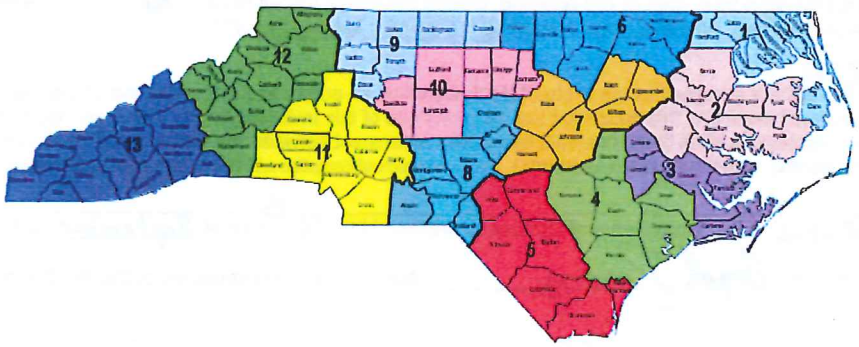
Brooks Wallace, President	601-658-9598	brooks@debristech.com
Debra McCormick, Business Manager	601-658-9598	debra@debristech.com

Contact Information for Transmitting Notice to Proceed

Brooks Wallace, President	601-658-9598	brooks@debristech.com
Debra McCormick, Business Manager	601-658-9598	debra@debristech.com

Project Manager to Respond with in 24 Hours By Region

Region	Project Manger	Contact Number	Email
1	Robert Ellis	601-467-9378	relleis@debristech.com
2	William Harrison	601-880-035	wharrison@debristech.com
3	Caleb Fortenberry	601-248-7341	cfortenberry@debristech.com
4	H. Les Dungan III	601-441-6411	les@dunganeng.com
5	Brooks Wallace	601-916-1113	brooks@debristech.com
6	Ryan Holmes	601-757-7313	ryan@debristech.com
7	Tyler Williamson	601-862-8947	twilliamson@debristech.com
8	Jeff Dungan	601-441-6184	jeff@dunganeng.com
9	Lee Mock	601-441-3424	lmock@dunganeng.com
10	Herman L. Dungan IV	601-441-8370	hdungan@debristech.com
11	John McNeese	601-441-7067	jmcneese@debristech.com
12	Hunter Austin	662-809-1023	haustin@debristech.com
13	Dennis Cruthirds	228-596-5431	dennis@debristech.com



Protecting Communities. Leading Recovery.

DebrisTech, LLC - Pricing

POSITIONS	Hourly Rate
Project Manager	$ 65.00
Operations Manager	$ 55.00
Scheduler/Expeditors	$ 1.00
GIS Analyst	$ 1.00
Field Supervisors	$ 45.00
Debris Site/Tower Monitors	$ 36.00
Environmental Specialist	$ 50.00
Project Inspectors (Citizen Drop-Off Site Monitors)	$ 36.00
Load Ticket Data Entry Clerks (QA/QC)	$ 1.00
Billing/Invoice Analysts	$ 1.00
Administrative Assistants	$ 1.00
Field Coordinators (Crew Monitors)	$ 36.00
TOTAL	$ 328.00

OTHER REQUIRED POSITIONS (Include Title)

TOTAL $ -

Beaufort County
Agenda Abstract

Meeting Date: 8/2/21

Agenda Section: Item for Decision

Presenter: Martyn Johnson, Economic Development Director

Agenda Title: Purchase "For Sale" Sign at Chocowinity Industrial Park

Summary of Information: For Sale sign at the Beaufort County Industrial Park at Chocowinity has partially blown down by Tropical Storm Elsa. Additionally, as shown in the below photograph to the left the original sign has faded over the past 12 years. Below to the right is a photograph of the proposed new sign deigned to standout visually to attract potential buyers traveling on US-17. The two-sided for sale sign costs $850 with an additional $120 for installation.

Fiscal Impact: $970 to install two-sided for sale sign to advertise the Beaufort County Industrial Park at Chocowinity to traffic on US-17.

Submitter Recommendations/Motions: Staff request approval to purchase and install a new sign for Beaufort County Industrial Park at Chocowinity for $970.using funds from the General Fund.

Beaufort County
Agenda Abstract

Meeting Date: 8/2/2021

Agenda Section: Item for Discussion

Presenter: Anita Radcliffe, Finance Officer

Agenda Title: Finance Report

Summary of Information: The County Finance Officer will present financial information to the Board of Commissioners.

Submitter Recommendations/Motions: Information only.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 8/2/2021

Agenda Section: Item for Decision

Presenter: Anita Radcliffe, Finance Officer

Agenda Title: American Rescue Plan Act Funds Ordinance

Summary of Information: At the June 7, 2021 meeting, $4,564,017 in ARPA funding was erroneously recognized and budgeted in the General Fund. These funds should have been budgeted in a Special Revenue Grant Fund. To correct the budgetary accounting of the ARPA funds, the attached Ordinance needs to be adopted which establishes the Special Revenue Grant Fund and budgets not only the June 1, 2021 deposit of $4,564,017 but also budgets for the second 50% distribution of funds ($4,564,017) that will occur in FY 21/22. The attached Budget Amendment reverses the June 7, 2021 action and removes the budgetary amounts from the General Fund.

Future amendments to the Special Revenue Grant Ordinance may be required as the Board of Commissioners identify how the restricted funds are to be spent.

Submitter Recommendations/Motions: Approve the attached Budget Amendment reversing the ARPA funds out of the General Fund and adopt the attached Special Revenue Grant Fund Ordinance.

Attachments:
-Budget Amendment
-ARPA Special Revenue Grant Fund Ordinance
-LGC ARPA Funds Accounting, Auditing, and Budgeting Guidance

Beaufort County
Finance

Budget Amendment Request

Department: General Fund **Date of Request:** 8-2-21

FY Budget: FY 20-21

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-0223-433035	American Rescue Plan Revenue		4,564,017
10-4135-526125	American Rescue Plan Expenses		4,564,017

Department Justification:

To correct previous Budget Amendment done at 6-7-21 meeting.

If amendment deals with adding, deleting, or modifying a position, County Position No. (& State, if applicable) must be referenced.

County Position No. _____

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head		
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

AN ORDINANCE TO ESTABLISH A GRANT PROJECT FUND
AMERICAN RESCUE PLAN ACT FUND
BEAUFORT COUNTY, N.C.
FOR FISCAL YEAR 2020-2021

BE IT ORDAINED, by the County Commissioners of Beaufort County, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project is hereby established:

Section 1. The Grant Project Fund is to account for American Rescue Plan Funds awarded to Beaufort County to by the Federal Government to be spent as the Board of Commissioners identify and approve.

Section 2. The Board of Commissioners of Beaufort County adopts this grant project ordinance with the following estimated revenues and expenses:

REVENUES:

80-3680-433031	AMERICAN RESCUE PLAN REVENUE	$ 9,195,499
TOTAL REVENUES		$ 9,195,499

EXPENSES:

80-4680-526126	AMERICAN RESCUE PLAN EXPENSE	$ 9,195,499
TOTAL EXPENSES		$ 9,195,499

Section 3. The officers of this unit are hereby directed to proceed with the project.

Section 4. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records.

Section 5. The Finance Officer is directed to report on the financial status of each project element in Section 2.

Section 6. Copies of this grant project ordinance shall be furnished to the County Clerk, Budget Officer, and to the Finance Officer for direction in carrying out this project.

Section 7. This ordinance shall become effective upon its adoption.

This the 2nd day of August, 2021.

_____
Chairman

Attest:

_____
Clerk

NORTH CAROLINA
DEPARTMENT OF STATE TREASURER

DALE R. FOLWELL, CPA

ARPA Funds Accounting, Auditing, and Budgeting Guidance

Friday, May 28, 2021

While there isn't a lot of firm guidance available on ARPA funds, some aspects have become a little clearer with the issuance of the Interim Final Rule by the UST on May 11, 2021. SLG staff, as well as SOG and NCPRO staff, have been receiving a number of questions on the accounting, auditing, and budgeting of these funds. This is not intended to be comprehensive guidance but should provide units some guardrails within which to operate until we know more.

Receiving and holding funds:

- We don't see the need to open a separate bank account for these funds unless it is the only way the unit has to track the receipts and expenditure of the ARPA funds. If an entity can track both the revenue and expenditures within its accounting system without using a separate bank account, we believe that is acceptable.

Accounting points:

- Do not comingle ARPA funds with CVR/CARES Act funds!
- ARPA funds cannot be used to build reserves. If an entity has unexpended ARPA funds at June 30, 2021 (and many of you will), it is likely best to put those funds in a Special Revenue Fund. If the funds will be spent on enterprise activities (utility infrastructure for example) they can be recorded directly in the Enterprise Funds.

It is probably not a good idea to record the funds in the General Fund, because it could be construed as attempting to build reserves, and it will skew your revenue and expenditure trend information for your General Fund.

- At this time, it appears that the guidance states these funds are granted with eligibility requirements. As such, any unspent funds at year end will be recorded as a liability (not a deferral). We are awaiting additional guidance on this topic.

- Another area we are seeking more information on is the treatment of investment earnings. State statute requires that investment earnings are restricted in the same nature as the grant funds. ARPA guidance seems to say that if funds are comingled, the investment earnings are unrestricted. Only if they are not comingled are they restricted to the same purpose as the grant. Again, we are awaiting more guidance on this topic.

Auditing Points:

- There is no reason to believe these funds will not be subject to single audit and yellow book requirements. However, it is important to remember that the thresholds for these audits is based on funds expended, not funds received. With some restraint, local entities that had not expected to be subject to yellow book or single audit requirements for 2021 can manage those expectations by not spending ARPA funds by June 30, 2021 in amounts that would exceed the threshold, including all other Federal and/or State grant funds.

Budgeting Points:

- ARPA funds must be appropriated before they are obligated. Units that intend to obligate any of these funds on or before June 30, 2021, must amend their budgets to include the funds. Units that do not plan to obligate these funds on or before June 30, 2021, can likely get by without amending their 2021 budgets.

- An option that many local governments may want to consider is to budget ARPA funds in a Grant Ordinance, allowed by G.S. 159-13.2, which can be established for a grant that covers both capital and operating funding. The budget spans the life of the grant rather than a given fiscal year.

- All units that are receiving ARPA funds must ensure that the funds are included in the 2021-2022 budget, either in the original ordinance, or added with an

amendment on or after July 1, 2022. Budgets must be in place before the funds are obligated!

General Guidance

- The UST has revised the deadline for expending ARPA funds to 2026, as long as the funds are obligated by 2024. This should give units some breathing room on their decision making with regards to these funds. It is not likely that local governments will see this level of federal aid again for many years. Units need to be thoughtful about how the funds are spent, not only to ensure compliance with the restrictions on the funds, but also to ensure they are put to their highest and best use. There will likely be multiple opportunities to leverage local dollars with State dollars for needs such as infrastructure. In addition, there are other sources of funds for purposes such as education, transportation, and affordable housing. Units should consider all available sources of funds before committing to spend their local dollars. This will require some patience by local officials but should lead to more informed decision making.

- **Many units are asking questions about the restrictions on these funds, and we encourage units to seek guidance before spending the money. ARPA funds cannot be used to fund general operations or to provide for general capital needs. ARPA funds will be subject to audit, and units can expect to be required to repay funds that are not spent in accordance with the restrictions. Again, units have several years over which to spend these funds and there likely will be opportunities to leverage funds to achieve more significant outcomes. Please plan strategically and thoughtfully!**

For the most current information on ARPA and other COVID related funding, please visit our COVID-19 Resources webpage (https://www.nctreasurer.com/links/state-and-local-government-finance/local-government-covid-19-resources).

Recent Tweets

-Scroll for more tweets-

Beaufort County
Agenda Abstract

Meeting Date: 8/2/2021

Agenda Section: Item for Decision

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Electronic Sale of Surplus Real and Personal Property

Summary of Information: N.C.G.S allows for the sale of personal and real property through electronic public auction. Staff is asking the Board to approve the process of disposing of personal and real surplus property by electronic means which is allowed through G.S. 160A-270(c). Sale through electronic means will allow for exposure to a larger group of people, potentially leading to a higher dollar amount at the end of each auctions and eliminates the need for local advertising, which will save the County money.

Submitter Recommendations/Motions: Staff recommends approval of the sale of Real and Personal surplus electronically.

Attachments:

.

Resolution Authorizing Advertising of Electronic Auction by Electronic Means

Whereas, G.S. 160A-270(c) authorizes the County to conduct public auctions of real or personal property by electronic auctions procedures and to advertise electronic auctions by electronic means only; and

Whereas, the Beaufort County Board of Commissioners finds that advertising electronic auction sales of real and personal property by electronic means only increases the efficiency of property disposal by this method and saves taxpayer's dollars.

Now therefore, be it resolved that the Beaufort County Board of Commissioners approves the following:

1. All sales of real and personal property by electronic public auction may be advertised by electronic means only.
2. Electronic advertisements of the sale of personal property shall be posted at least 10 calendar days prior to the date on which bidding for the property opens.
3. Electronic advertisements of the sale of real property shall be posted at least 30 calendar days prior to the date on which bidding for the property opens.
4. Electronic advertisements shall be posted on the Beaufort County Government website and, where feasible, by any other electronic means through which notice of the electronic auction may be broadly advertised.
5. Electronic advertisements shall identify and provide a general description of the property to be sold, the date and time at which electronic bidding opens, the electronic address where information about the property to be sold can be found, the electronic address where electronic bids may be posted, a reference to the resolution authorizing the sale where applicable,[1] and any other relevant terms and conditions of sale.

Adopted this the 2nd day of August, 2021

_____
Frankie Waters, Chairman
Beaufort County Board of Commissioner

_____
Kathleen Mosher, CMC, NCCCC
Clerk to the Board

§ 160A-270. Public auction.

(a) Real Property. - When it is proposed to sell real property at public auction, the council shall first adopt a resolution authorizing the sale, describing the property to be sold, specifying the date, time, place, and terms of sale, and stating that any offer or bid must be accepted and confirmed by the council before the sale will be effective. The resolution may, but need not, require the highest bidder at the sale to make a bid deposit in a specified amount. The council shall then publish a notice of the sale at least once and not less than 30 days before the sale. The notice shall contain a general description of the land sufficient to identify it, the terms of the sale, and a reference to the authorizing resolution. After bids have been received, the highest bid shall be reported to the council, and the council shall accept or reject it within 30 days thereafter. If the bid is rejected, the council may readvertise the property for sale.

(b) Personal Property. - When it is proposed to sell personal property at public auction, the council shall at a regular council meeting adopt a resolution or order authorizing an appropriate city official to dispose of the property at public auction. The resolution or order shall identify the property to be sold and set out the date, time, place, and terms of the sale. The resolution or order (or a notice summarizing its contents) shall be published at least once and not less than 10 days before the date of the auction.

(c) The council may conduct auctions of real or personal property electronically by authorizing the establishment of an electronic auction procedure or by authorizing the use of existing private or public electronic auction services. Notice of an electronic auction of property shall identify, in addition to the information required in subsections (a) and (b) of this section, the electronic address where information about the property to be sold can be found and the electronic address where electronic bids may be posted. Notice may be published in a newspaper having general circulation in the political subdivision or by electronic means, or both. A decision to publish notice solely by electronic means for a particular auction or for all auctions under this subsection shall be approved by the governing board of the political subdivision. Except as provided in this subsection, all requirements of subsections (a) and (b) of this section apply to electronic auctions. (1971, c. 698, s. 1; 1973, c. 426, s. 43; 2001-328, s. 5; 2005-227, s. 4; 2006-264, s. 74.)

Method	Type of Property	Procedural Requirements			
Public auction – real property *(G.S. 160A-270);* may be live or electronic auction	Real property	**Step 1:** Board adopts resolution authorizing sale by auction	**Step 2:** Publish advertisement of auction at least 30 days before auction is conducted. (If *electronic* auction, board may authorize electronic-only notice)	**Step 3:** Conduct auction	**Step 4:** Report highest bid to board; must accept or reject within 30 days of date bid is reported to board; complete sale to highest bidder at any time after board approval
Public auction – personal property *(G.S. 160A-270);* may be live or electronic auction	Personal property	**Step 1:** Board adopts resolution authorizing official to dispose of property at public auction	**Step 2:** Publish advertisement of auction at least 10 days before auction is conducted. (If electronic auction, board may authorize electronic-only notice)	**Step 3:** Conduct auction	**Step 4:** Complete sale to highest bidder (board approval of sale not required)
"Small Item" Sales (Personal Property Valued Less Than $30,000)					
Private sale with board approval (authority to conduct sale not delegated) *(G.S. 160A-267)*	Personal property valued at less than $30,000	**Step 1:** Board adopts resolution authorizing an official or employee to dispose of property by private sale at a negotiated price	**Step 2:** Publish notice of sale at least once	**Step 3:** Complete sale no sooner than 10 days after notice is published	

Sample resolutions and advertisements available online at www.ncpurchasing.unc.edu (click on "Forms").
Reference: Lawrence, David M., *Local Government Property Transactions in North Carolina* (2nd ed., 2000)

Method	Type of Property	Procedural Requirements			
Private sale without board approval of each sale (authority to conduct sale delegated) *(G.S. 160A-266(c))*	Personal property valued at less than $30,000	**Step 1:** Board adopts policy authorizing an official or employee to conduct sales. Policy must be designed to secure fair market value for property sold.	**Step** 2: Official or employee negotiates and conducts private sales. Must keep a record of property sold and the sale price. Board approval and published notice not required.		
Leases					
Leases – total term more than 10 years *(G.S. 160A-272)*	Real property Personal property	Must use one of the competitive sale procedures for real property—sealed bid, upset bid, or public auction. *(If leasing real property for housing for low- and/or moderate-income persons, may use GS 160A-278)*			
Leases – total term more than 1 year and less than 10 years *(G.S. 160A-272)*	Real property Personal property	**Step 1:** Publish notice at least 30 days before *regular* meeting of the board at which resolution authorizing lease will be considered	**Step 2:** At a *regular* meeting, board adopts resolution authorizing lease	**Step 3:** Execute lease at any time after board adopts resolution	
Leases – total term one year or less *(G.S. 160A-272)*	Real property Personal property	No procedural requirements – board may delegate authority to approve leases			

Sample resolutions and advertisements available online at www.ncpurchasing.unc.edu (click on "Forms").
Reference: Lawrence, David M., *Local Government Property Transactions in North Carolina* (2nd ed., 2000)

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- Joe Namey - Jacksonville, Florida

What kind of information is needed for a real estate auction?

Be as descriptive as possible

- The more information you add, the better. Include accurate, detailed information (including legal description for each property location.
- Include pictures, aerial photographs, links to maps, property information, and parcel numbers.

Set your boundaries

- Include a specific contact person to address questions regarding the auction(s)
- If applicable, include a single inspection time for the property or dwelling for all interested parties to visit, like an open house.

Be precise

- If you know what the property you are selling is zoned for, please include it in the description.
- If you have an appraisal, this is also great information to upload.

Announce taxes, liens or fees

- Inform the buyer that there will be added fees at the end of the auction and detail how those fees are calculated.

Inform prospective buyers

- Include any legal disclosures and rights of the seller, as well as the kind of Deed that will be provided to the buyer.

Stay one step ahead

- Include lot size or dimensions in the description. Describe additional items if any are included.
- Outline the process and timeline regarding the transfer of the deed to the winning bidder.

Frequently Asked Questions

Can we sell a parcel of land only?

Yes. The property does not have to include a house or dwelling.

Can our agency sell commercially zoned real estate?

Yes. Include the same information (legal description and description) of the property as you would for a non-commercial property.

How long should the property remain at auction?

GovDeals recommends conducting a Real Estate auction for three to four weeks minimum. For higher valued commercial properties, we recommend six to eight weeks. This will allow substantial time for our Marketing team to advertise the property.

What type of marketing is done for real estate?

Marketing varies based on the type and value of the real estate being sold. It can include real estate ads, social media publications, press releases, email blasts to existing GovDeals bidders, and providing real estate signage for placement on location.

Will GovDeals assist in the creation of the auction for us?

Yes. GovDeals will train you and your staff on loading real estate auctions and can assist you with the process if needed. Typically, you would need to notify your account manager before you are ready to have the auctions go live. At that time, GovDeals will consult with you about what information is needed for a successful auction. We recommend providing all auction information in a spreadsheet with detailed legal description and pertinent information regarding the auctions. Include pictures, links, disclosures, etc. GovDeals can provide sample real estate auctions for you to view before preparing your own.

Frequently Asked Questions

Can I set a reserve amount?

Yes. Both minimum bids and reserve amounts can be set on real estate auctions.

Can specific fees be added to the auction?

Yes. Fees can be added prior to or after the auction. These fees, like deed stamp fees and recording fees, must be disclosed in the description when the auction is sent live. Fees are added when the auction closes since they are based on the auction's final sale price and the number of pages needed to record the deed. In the auction description, the seller must outline all of the fees that will be added upon the close of the auction, so buyers are aware.

Can a bid deposit be collected from bidders?

Yes. Bid deposits can be collected from bidders. GovDeals will give a recommendation on the appropriate amount based on the value of the property.

The final sale amount must be approved by our "Commission/Board/Management", can we reserve the right to approve bids and/or reject them?

Yes. There are several options available to reserve the right to approve the final bid and reject any bids that might have been placed. Work with your account manager on what options work best for you.

I already have a GovDeals Account, but I do not want to use it for my Real Estate sales. Can I set up a second account for these auctions?

Yes. Work with your account manager on setting up another account.

Beaufort County
Agenda Abstract

Meeting Date: 8/2/2021

Agenda Section: Item for Decision

Presenter: Brian Alligood, County Manager

Agenda Title: County Website Design and Hosting

Summary of Information: At a regular meeting on October 5, 2020, the Board of Commissioners voted 6-0 (Commissioner Langley excused to leave early) to issue a request for proposals (RFP) for re-design of the County's website and hosting for a 5-year term. On May 12, 2021 the Purchasing Officer posted the RFP on the State of NC Interactive Purchasing System website, the State of NC Historically Underutilized Businesses website, the County website and directly sent the RFP to three vendors who had previously requested a copy. Proposals were received on June 9, 2021. A bid tabulation is attached.

An evaluation committee consisting of the Purchasing Officer, the Computer Systems Administrator II, and the Computer Systems Administrator I reviewed the proposals and recommended that CivicPlus be awarded a contract to re-design the County website and provide hosting services for a 5-year term. Attached is a copy of the proposal from CivicPlus and the recommendation highlights from the evaluation committee.

Fiscal Impact: Re-design fee and first year hosting services for a total of $30,273. Funds are available in the FY 21-22 budget for this project.

Submitter Recommendations/Motions: Authorize and approve staff to execute all required documents for a contract with CivicPlus to re-design the County's current website and provide hosting services for a 5-year term with an initial cost of $30,273 using funds existing in the FY 21-22 budget.

Attachments:
1. CivicEngage Proposal
2. Recommendation Highlights
3. Bid Tabulation

Bid Tabulation

Bid/Quote Tabulation

Project: RFP BC-FY21-001

Date: June 11th 2021

Description: Website Design & Development (as per RFP)

Vendor Name:	Exec Summary	Comp Profile	Project Team	Experience	Implementation Plan	Ongoing Services	Investment Proposal	1st Year Fees	Fees Year 2	Anti-Collusion Affidavit	Acknowledgment of Addendum	Exhibit A
Paramount Software Solutions	X	X	X	X	X	X	X	$151,700	$35,000	X	X	X
Unleashed Technologies	X	X	X	X	X	X	X	$180,500	$20,000	X	X	X
Eagle Eye Marketing	X	X	X					$25,480	Not listed		X	
219 Group	X	X	X	X	X	X	X	$33,706	$4,500		X	X
Kyyba, Inc.	X	X	X	X	X	X	X	$287,700	$153,800	X		X
Civic Plus	X	X	X	X	X	X	X	$30,273	$5,250	X	X	X
GHD Limited	X	X	X	X	X	X	X	$91,385	$15,900	X	X	X
North South 804	X	X	X	X	X	X	X	$212,400	$30,000	X	X	X

Authorized Signature / Commissioner : Edwin Smith

Witness: Hallie Jones

- **Company Profile**
  - 22 years of experience.
  - 350 employees.
  - 4,000 plus local government clients across US and Canada with 20 plus years of experience.
- **Compliance**
  - ADA Section 508 and WCAG Level A & AA at go-live date. Accessibility Checker within the CMS can be used to check for issues before publishing updates.
  - Credit Card Processing – CivicPlus Pay which is PCI-compliant. If a partner payment gateway is utilized by the County, CivicPlus can assist with the facilitation, set-up, support, and troubleshooting services or even possible integrate with many providers. (See page 20).
- **Key Features** (Specific Functions/Features can be found on page 15 – 28):
  - Community Voice – lets you interact with citizens about projects in the community.
  - News Flash – post organizational news items that important to citizens.
  - Alert – Post emergency or important information on the website to notify citizens via email and SMS (text messages).
  - Document Management Center – includes Agenda Center, Archive Center, Document Center, Forms Center, Photo Gallery, and Staff Directories.
  - Information & Navigation – FAQ section (reduces phone and foot traffic for staff), Quick Links – place links to often-requested information directly on the page of your choice.
  - Department Specific – Activities, Facilities & Reservations, Job Postings (accept online job applications), **Bids** – Post sortable and subscribable bids. **Departmental Home Pages** – Departments within the county can have dedicated pages within the main site that still follow the same design as other interior pages. Example: Public Works can have calendar events, News Flash, etc. to differentiate from the rest of the website.
  - **Administrative Features:**
    - Set content to auto-publish and auto-expire with an archive of all published content and previous versions.
    - History Log – tracks changes made to the website.
    - Intranet – Use permissions to set a secure location for employees to login and access non-public resources and information.
    - Website Statistics – Piwik or Google Analytics to provide web statistics.
    - Link Redirects – instead of sending users to a long website such as www.civicplus.com/248/Awards-and-Recognition you can send them to www.civcplus.com/awards.
    - Live Edit – allows you to view pages before they are published to the public WYSIWYG (What You See Is What You Get) and other drag and drop tools.
    - Maps – Embed maps from Google, ESRI, and more using the HTML widget.

        - Predictive Site Search & Log – auto-indexes all content making it easy for visitors to find information actors pages, documents, and images.
        - Printer Friendly – Separates critical content from the site template to provide a clean print.
        - Responsive Design – Screen adjusts to your device.
        - Social Media – allows various modules to automatically post to Facebook and/or Twitter feeds.
        - Translation – via Google Translate.

    - Optional Features that were included with CivicEngage Package at no additional cost.
        - E-Communication – Includes an Alert Center, Blog, Calendar, Community Voice, My Dashboard, and News Flash.
        - Sign Sign-On Integrations – Supports two-factor authentication and PCI level compatibility.
        - Video Center – Custom HTML widget allow videos from YouTube, Vimeo, and other video management tools.

Project Timeline – typically takes 16 – 28 weeks but the exact timeline will be determined during the project scope and other factors. (Pages 31 – 34)

Support / Maintenance

- Will have a dedicated Client Success Manager to provide best practices and how to engage citizens after the website is launched.
- 24/7/365 support that is available via chat, phone, and email or accessing a self-service tutorial and user guide on CivicPlus Help Center.
- Receive continuous system updates to keep your system running at optimal capacity.
- Maintenance
    - Full backups daily
    - Regularly scheduled upgrades including fixes and other enhancements.
    - Testing
    - Development
    - OS Patches
    - Each month new updates are pushed to the CMS and infrastructure. Communications on enhancements and patches are communicated through the admin portal and via email. New releases are communicated the same way along with quarterly webinars to explain the changes.

Hosting and Security – page 38

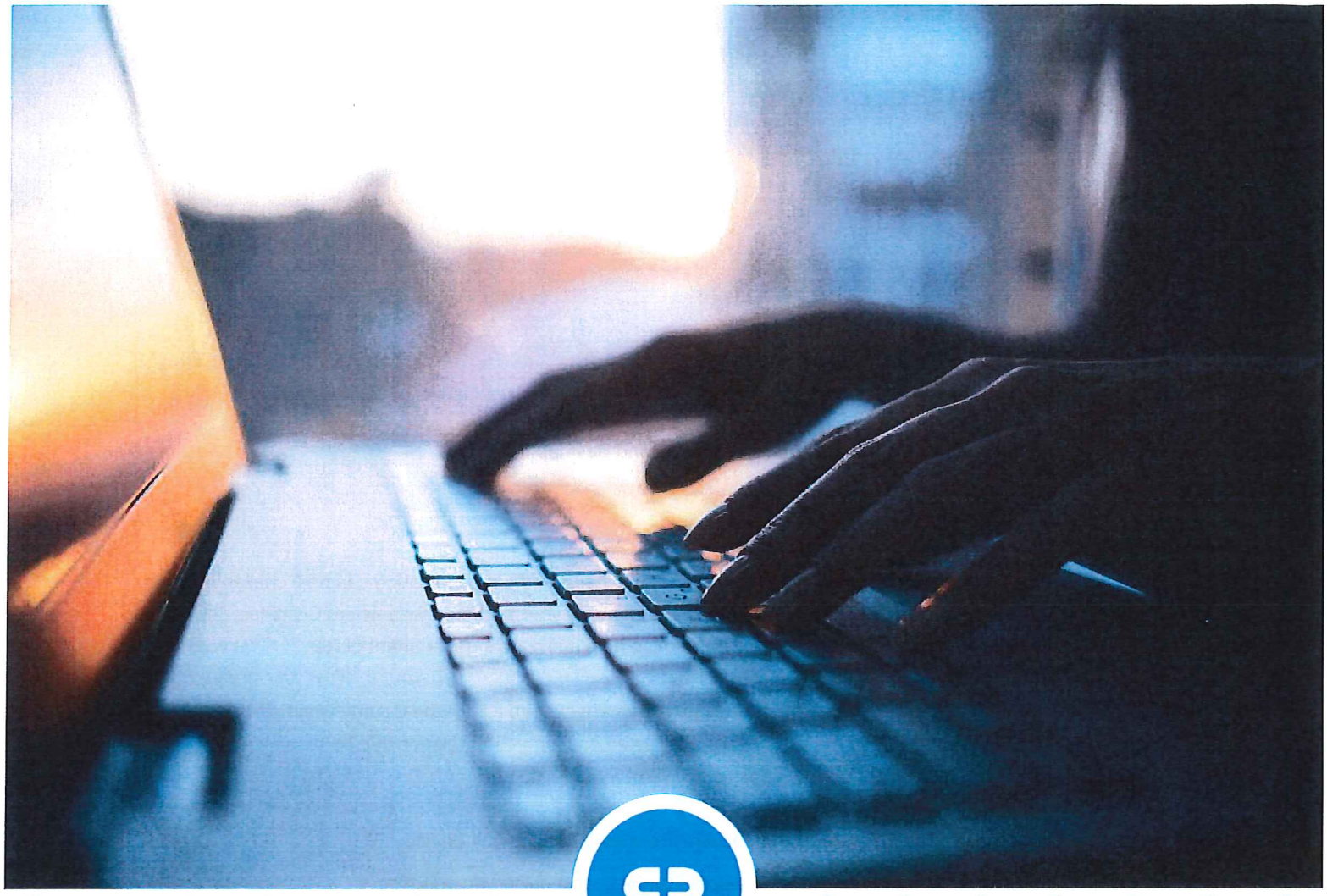
- Enterprise-Level Hosting environment that is monitored 24/7/365 and backed by a guaranteed 99.9% uptime excluding maintenance.
- Redundant infrastructure with on-site power backup and generators.
- Multiple telecom/network providers.
- Monitored 24/7/365
- Bandwidth
    - Multiple providers in place.

- Unlimited bandwidth usage for normal business operations
- Burst bandwidth – 22 Gb/s

- **Hosting**
  - Server and Database server updates and security patches.
  - Antivirus management
  - Redundant firewalls
  - High Performance SAN with N+2 reliability.

- **Disaster Recovery**
  - Emergency after hours support with a live agent 24/7
  - Online status monitor by Data Center
  - 8 hour guaranteed recovery TIME objective.
  - 24 hour guaranteed recovery POINT objective.
  - Pre-emptive monitoring for disaster situations.
  - Multiple, geographically diverse data centers.

- **DDos Mitigation**
  - Defined Attack process
  - Identify attack source and type
  - Monitor attack for threshold engagement.
  - Advanced Security Coverage can be purchased at the time of the event



CIVICENGAGE CENTRAL

RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

Beaufort County, North Carolina

Presented by | David May, CivicEngage Account Executive

CIVICPLUS

June 9, 2021

Hollie Jones
Purchasing Officer
Beaufort County
132 West 2nd Street
Washington, NC 27889

RE: Request for Proposal # BC-FY21-001: Website Design and Development

Dear Ms. Jones and/or Selection Committee:

Meeting the need of society's expectation of instant access to news and communication can be a challenge when you don't have the tools and resources to get the job done right. As your partner, that's where CivicPlus, LLC (CivicPlus) can help. We are passionate about our mission to help make local government better.

With the CivicEngage Central (CivicEngage) content management system (CMS) the County won't simply be getting a website – you'll also obtain the tools to build a trusted and long-term relationship between you and your citizens. By partnering with CivicPlus, you'll receive:

- Responsive design that is available to your citizens from anywhere on any device
- Comprehensive suite of modules and tools tailored to the functionality you need most
- Hands-on migration of existing content by our team of experts
- 24/7/365 support with secure hosting and maintenance

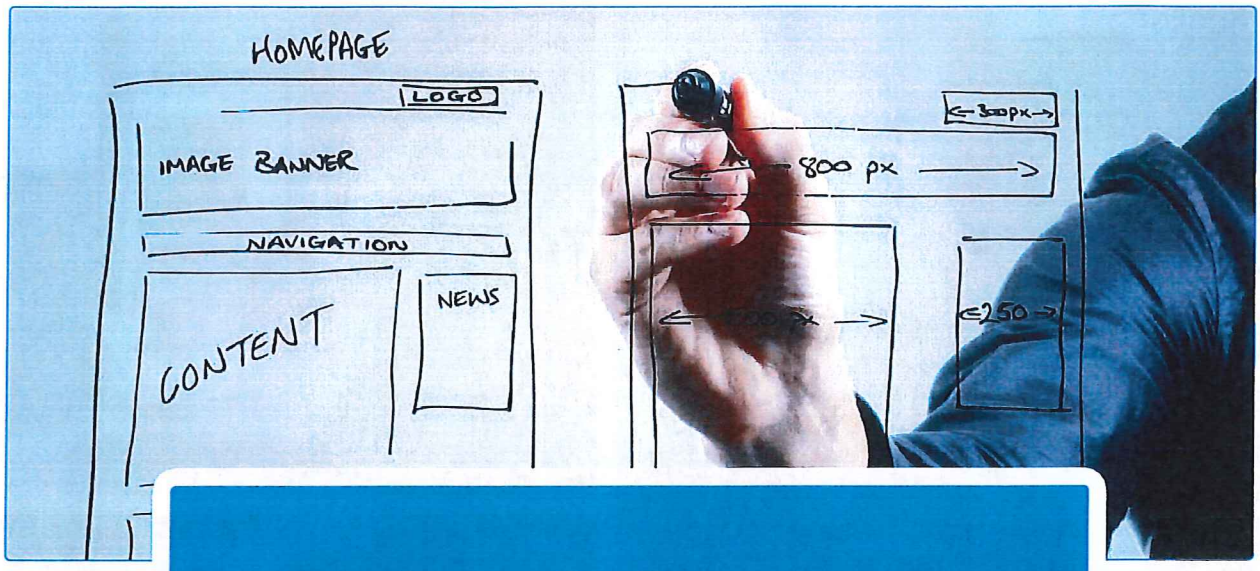
Your new site will be developed on the most robust and flexible CMS available. CivicEngage is an easy-to-use suite of cloud-based tools built specifically for local government. You'll be able to inform and empower your citizens and staff in more efficient ways.

We welcome the opportunity to discuss our proposed solution for the County and answer any questions you may have about partnering with CivicPlus and CivicEngage.

Sincerely,

DAVID MAY
CivicEngage Account Executive
may@civicplus.com
785.370.7821

AMY VIKANDER
Vice President of Client Services
(authorized to bind CivicPlus)



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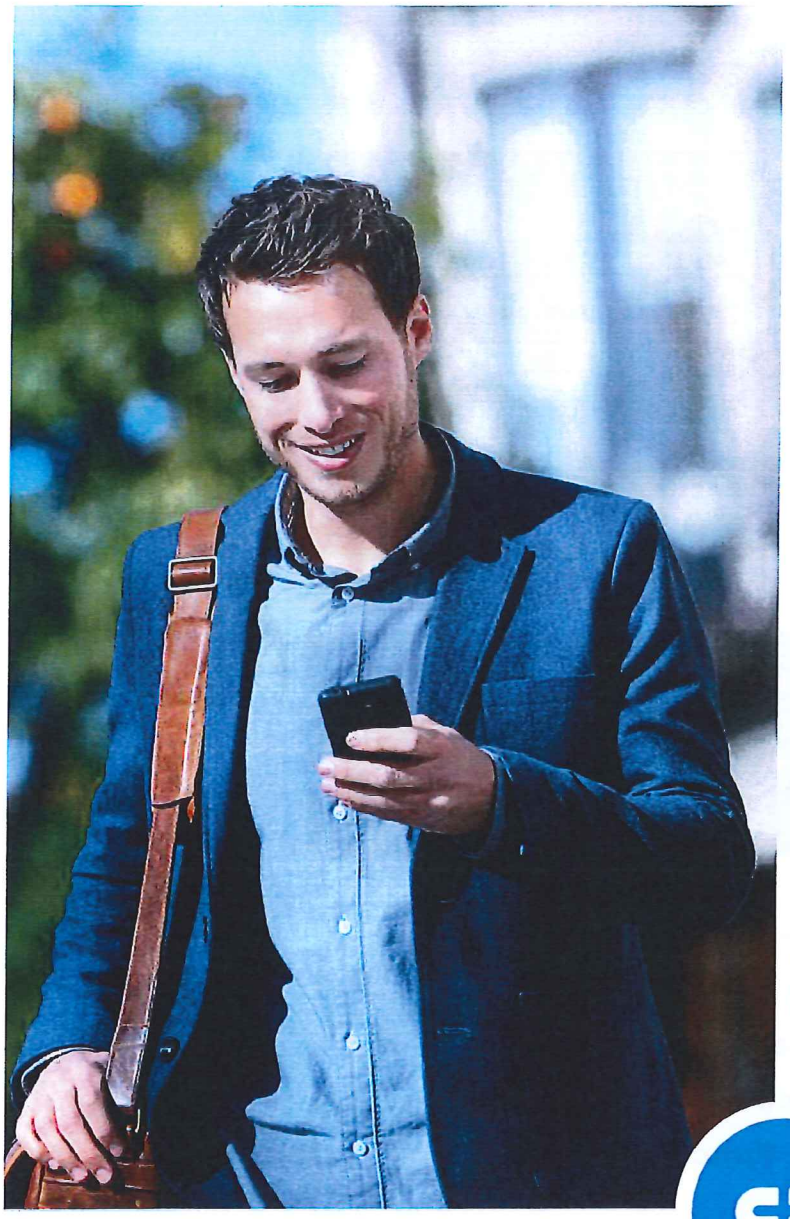
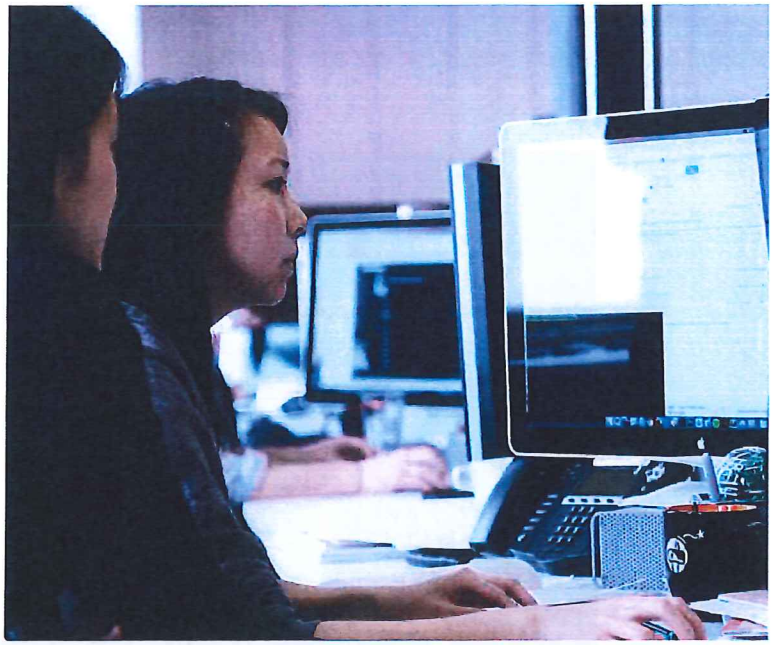




RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

Executive Summary

EXECUTIVE SUMMARY

Overview & Summary

Content Management System

- Streamline your processes and add self-service options to reduce calls and walk-ins with our easy-to-use content management system specifically designed for local government.
- Provide access to your website from any device, screen size, and orientation with CivicEngage's responsive and optimized design.
- Ensure your citizens can access information with a website that is highly compliant with the accessibility standards outlined within Section 508 and WCAG Level A & AA at go live.

Implementation

- Rely on a dedicated team of industry experts as they guide you through implementation.
- Collaborate with your Art Director to develop a design that captures your unique community and takes advantage of CivicEngage's tools.
- Enhance your content for usability and accessibility with intuitive navigation as our Content Development Team performs a hands-on migration of content, documents, and images to your new website.
- Participate in personalized education led by a CivicPlus Trainer so you can confidently update your website long after launch.

Hosting, Security, & Support

- Maintain peace of mind with an enterprise-level hosting environment monitored 24/7/365 and backed by a guaranteed 99.9% uptime (excluding maintenance).
- Access your website from nearly any device with an internet connection with our cloud-based solution.
- Reach out to our award-winning, in-house support available via chat, phone, and email with your questions or access self-service tutorials and user guides on the CivicPlus Help Center 24/7/365.
- Receive continuous system updates to keep your system running at the optimal capacity.
- Partner with your Client Success Manager who will help you use the tools and products CivicPlus offers to create an ongoing strategy to better engage your citizens.

Key Differentiators

Integrated Platform

CivicPlus is an integrated technology platform for local government. The CivicPlus Platform is the first of its kind to bring a secure, single sign-on central dashboard with access to multiple CivicPlus products in one location.

Experience

We bring over 20 years of experience helping our clients work better and smarter through their web environment.

Design Process

Our process combines the creativity of our in-house designers with proven functionality to reach the perfect end result.

Navigation

We've helped hundreds of clients effectively organize their website taxonomy and content structure. Your redesigned site will provide your residents with an intuitive, user-friendly architecture.

Live Edit

CivicEngage's Live Edit feature allows you to view your webpages and see how the information looks before publishing to your public.

Community

CivicEngage users have their own network, ENGAGEXCHANGE, to connect with more other government entities on the same platform to share ideas, ask questions, and much more.

Training

After your initial instruction in the system, we offer continued training and resources through the CivicPlus Help Center that helps you and your staff remain fresh and up-to-date with our system.

Future

Our development staff will stay by your side, rolling out new features, new applications, and new suggestions so you can better serve your community.

RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

CivicPlus Company Profile

Company Overview

Legal Name

CivicPlus, LLC, a Kansas limited liability company

Company History

At CivicPlus, we have one goal: to empower the public sector to accomplish impactful initiatives using innovative solutions that save them time while connecting them to the citizens they serve. We began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their citizens through their web environment. CivicPlus continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our clients, including solutions for website design & content management, recreation management, mass communications, agenda & meeting management, employee management, 311 & citizen requests, and digital optimization.

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a world leader in government web technology. We consider it a privilege to partner with our clients and provide them with solutions that will serve their needs today and well into the future.

Length of Time in Business

CivicPlus has been providing web solutions for our clients for over 22 years.

Number of Current Employees

CivicPlus currently employs more than 350 employees.

Main Point of Contact

David May, CivicEngage Account Executive
785.370.7821 | may@civicplus.com

4,000 +

local government clients across the United States and Canada

20 +

years of experience with a focus to help local governments

350 +

employees, many with experience in local government

Recognition

Inc. 5000

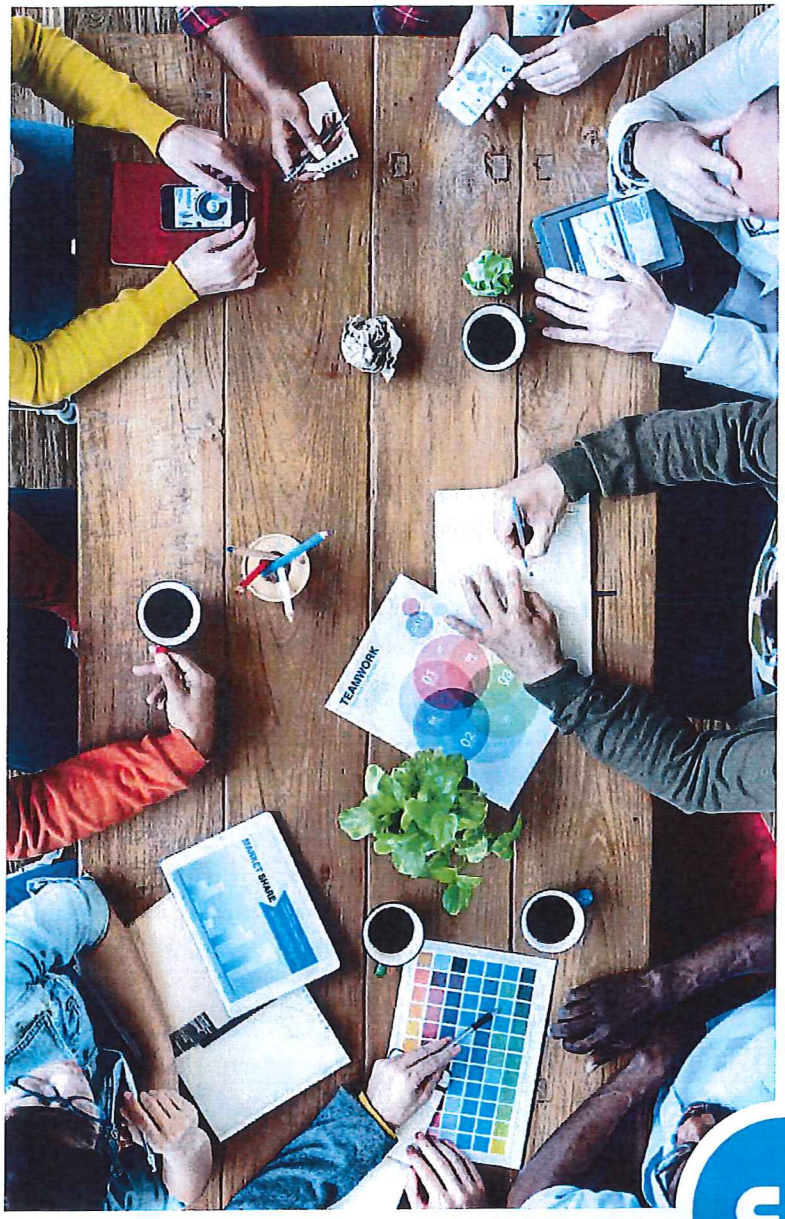
10-time Inc. 5000 Honoree

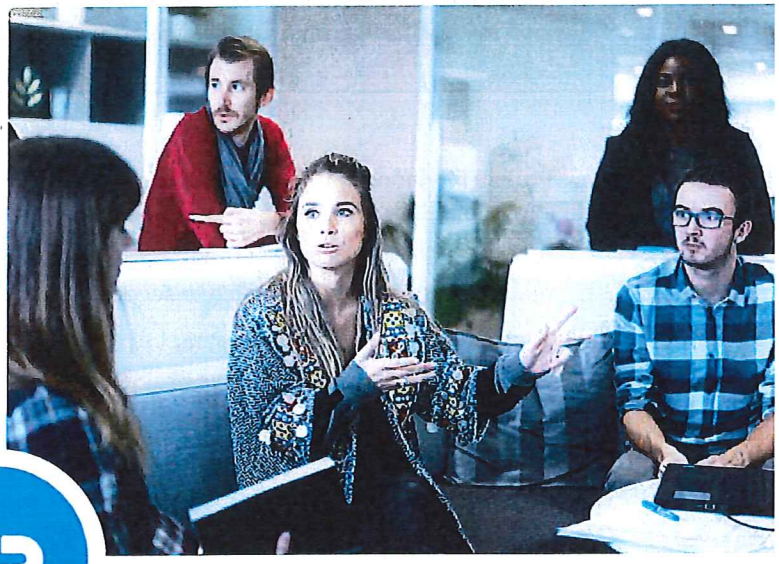
GOVTECH 100 COMPANY 2021

govtech.com/100

Technical Support

Recognized with multiple, global Stevie® Awards for sales and customer service excellence





RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

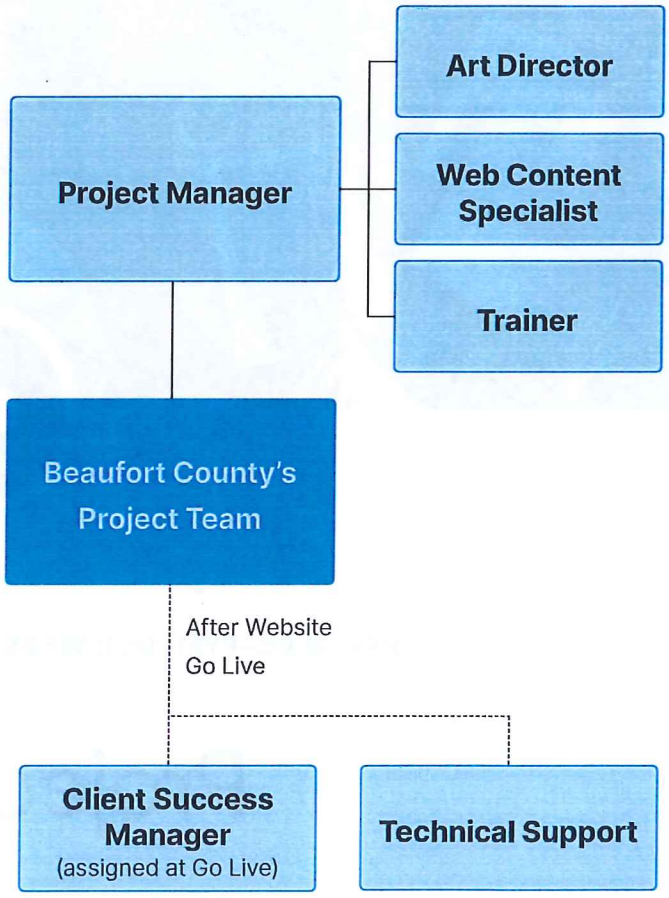
Project Team

PROJECT TEAM

Your CivicEngage Team

From project management to design and development to training and support, a project team will assist you throughout the development process to ensure your project's success and your complete satisfaction. Based on our years of experience administering projects, it has become our policy to assign individual team members at the project start. This way we can be sure they will be available to begin your project immediately and work directly with you throughout the entire process. As such, we do not provide names or resumes of team members during the RFP process. Rest assured that your project team, once assigned, will deliver the attention and effort you need and deserve to create a website that achieves your vision of success.

- **Project Manager** – Provides communication, establishes project plan, schedules project resources, facilitates project tasks, ensures requirements are met according to scope
- **Art Director** – Establishes vision for website design, collaborates with graphic design team to create website design to meet your needs, coordinates design application to functioning website
- **Web Content Specialist** – Guides content development process, ensuring application of best practices for usability and accessibility
- **Trainer** – Educates your team to use the CivicEngage content management system, demonstrates effective use of tools and functionality



PROJECT TEAM

Communication

Project Management Tools

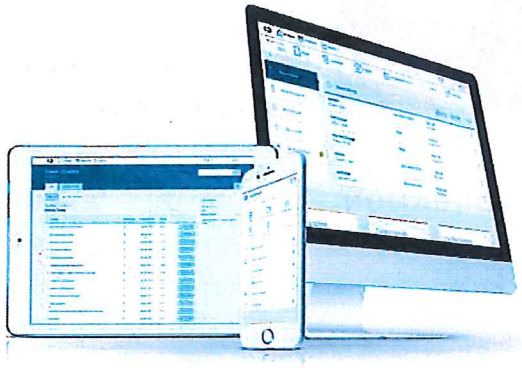
Communication between you and your CivicEngage team will be continuous throughout your project. Sharing input and feedback through email, virtual meetings, phone calls, and our project management software, Mavenlink, will keep all stakeholders involved and informed. Mavenlink offers task management transparency with a multi-level work breakdown structure, Gantt Chart-based project plan, and a focused communication channel.

- Centralized project communication and task management tools are located in a cloud-based project workspace
- Conversations are linked to files and tasks for easy reference
- Tasks, deliverables, and milestones are aligned to your specific scope of work

The tools available through Mavenlink combined with regular check-ins with your Project Manager provide you ample opportunities to quickly and efficiently review your project, check deliverables, and communicate feedback.

Subcontractors

Your website will be designed, developed, implemented, and hosted by CivicPlus trained professionals. No aspect of the development or implementation of your project will be outsourced or subcontracted.



PROJECT TEAM

Team Leaders

Our expert project leaders will coordinate qualified specialists who will work directly with you throughout your project development and beyond.

Millard Rose

VICE PRESIDENT / GENERAL MANAGER OF CIVICENGAGE

Millard brings over 20 years of experience in the government software industry, with over 17 of those specifically working with government websites. He oversees the strategic direction and day-to-day management of all CivicEngage platforms which support over 4,000 clients of all sizes and government sectors.

EDUCATION

BBA Management

RESUME

President
Vice President of Sales

20+ YEARS EXPERIENCE

Multiple Leadership Positions
Product Strategy
Sales & Marketing

Adam Block

DIRECTOR OF IMPLEMENTATION

Adam oversees the teams responsible for creating your CivicEngage website to ensure you are satisfied with your end product and implementation experience. This includes our implementation team managers, project managers, art directors, web content specialists, and resource teams.

EDUCATION

BS Business Administration
Management
Economics

RESUME

Lead Project Manager
Financial Services

10+ YEARS EXPERIENCE

Project Management
Business Management
Team Building
Customer Service

Jeremy Wilson

MANAGER OF CLIENT SUCCESS

Upon launch of your website to the public, Jeremy will assign a Client Success Manager to your account. Your dedicated Client Success Manager will partner with you to create an ongoing strategy to better engage your citizens by utilizing the tools and products that CivicPlus has to offer.

EDUCATION

BS Political Science

RESUME

Assistant Manager of Account Management
Solutions Specialist

5+ YEARS EXPERIENCE

Customer Service
Leadership Sales
Team Building

Constance Cooke

DIRECTOR OF CLIENT SUPPORT & IT

Constance manages all CivicPlus technical support teams and our internal IT department. The support teams operate on a three-tier, product-specific escalation process to report technical issues to the product development teams and work hand-in-hand with our Help Center to continually improve online assistance.

EDUCATION

BA English, Communication

RESUME

Technical Support Specialist
Documentation and Communications Manager

5+ YEARS EXPERIENCE

Technical Support
Business Management
Team Building
Customer Service

Jim Flynn

DIRECTOR OF INFORMATION SECURITY & INFRASTRUCTURE

Jim is a passionate advocate for Information Security and performs a critical role in aligning CivicPlus Security Strategy with the needs of clients like you. From data center operations to security and compliance, his team will ensure that your hosting and security needs are met.

EDUCATION

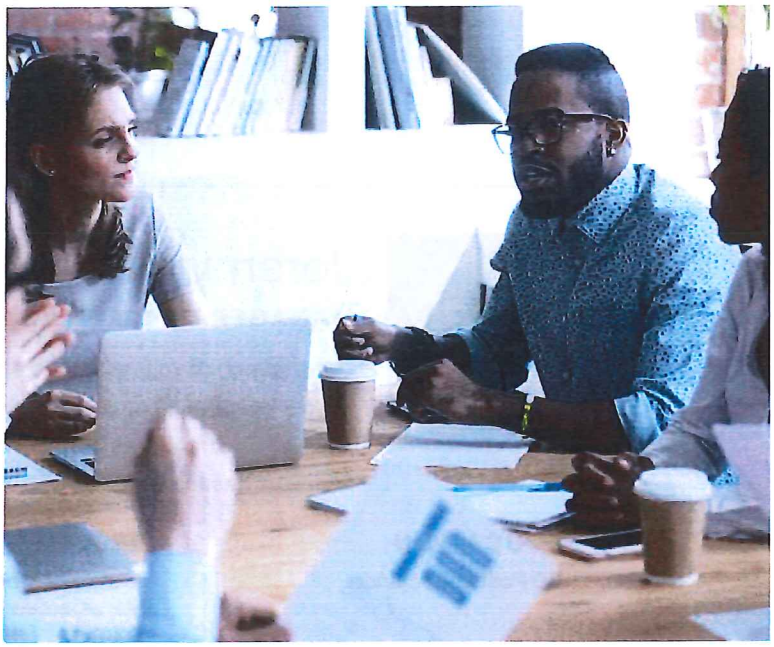
BA Computer Information Systems

RESUME

Chief Systems Architect
Information Technology Director
Software Engineer

18+ YEARS EXPERIENCE

Cybersecurity
Network Infrastructure
System and Software Architecture



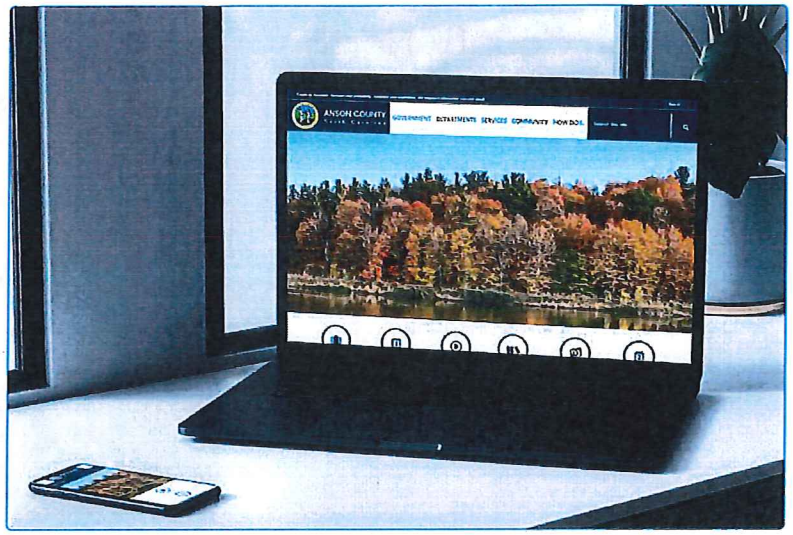
Experience

EXPERIENCE

References

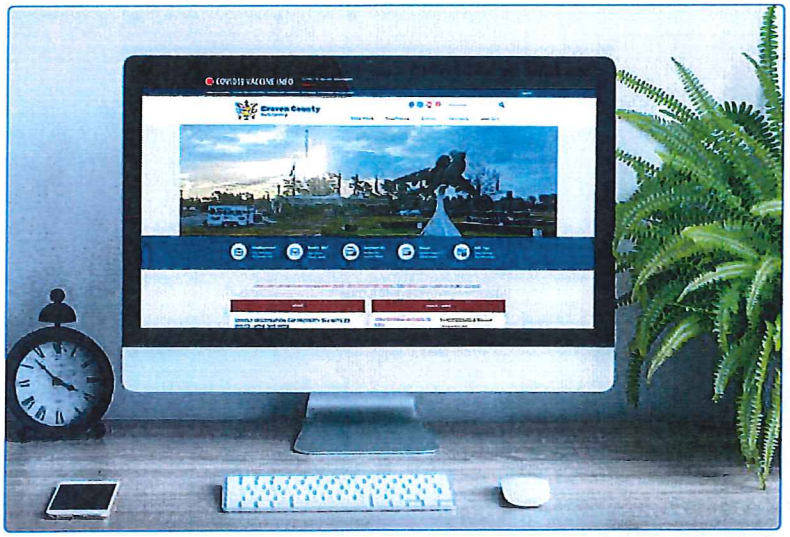
Anson County, North Carolina

co.anson.nc.us



CHRIS JOFFSON
IT Manager
E: cjoffson@co.anson.nc.us
P: 704.994.3020

MARINA ADAMS
Assistant to the County Manager
E: madams@co.anson.nc.us
P: 704.994.3229



Craven County, North Carolina

cravencountync.gov

DENNIS HOLTON
Public Information Officer
E: dholton@cravencountync.gov
P: 262.636.6609

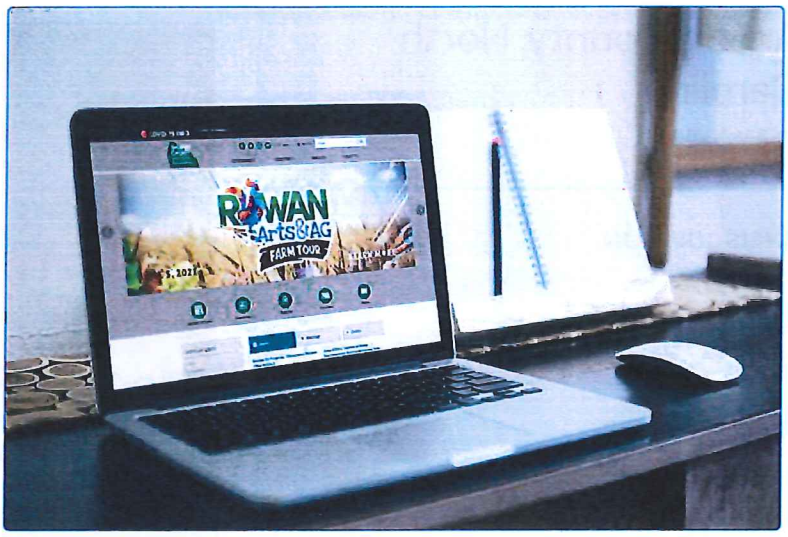
EXPERIENCE

References

Rowan County, North Carolina

rowancountync.gov

APRIL EVERETT
Creative Services, IT
E: april.everett@rowancountync.gov
P: 704.216.8175



Pitt County, North Carolina

pittcountync.gov

DONNA DAVIS
E: donna.davis@pittcountync.gov
P: 252.902.3805

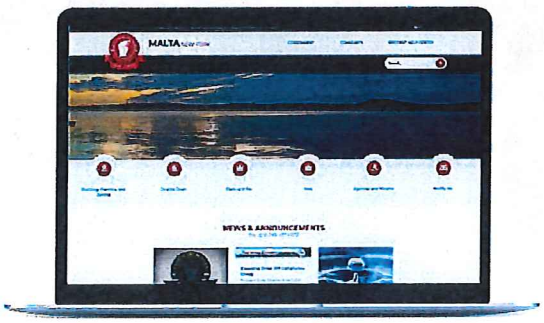
EXPERIENCE

Design Portfolio

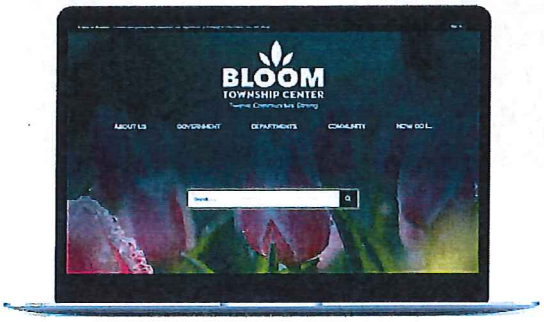
The included design portfolio will provide you with an idea of the different directions we can take your creative design. Please note that not all parties listed have agreed to be contacted for reference.

Jamestown BPU, New York
jamestownbpu.com

Auburn, Massachusetts
auburnguide.com



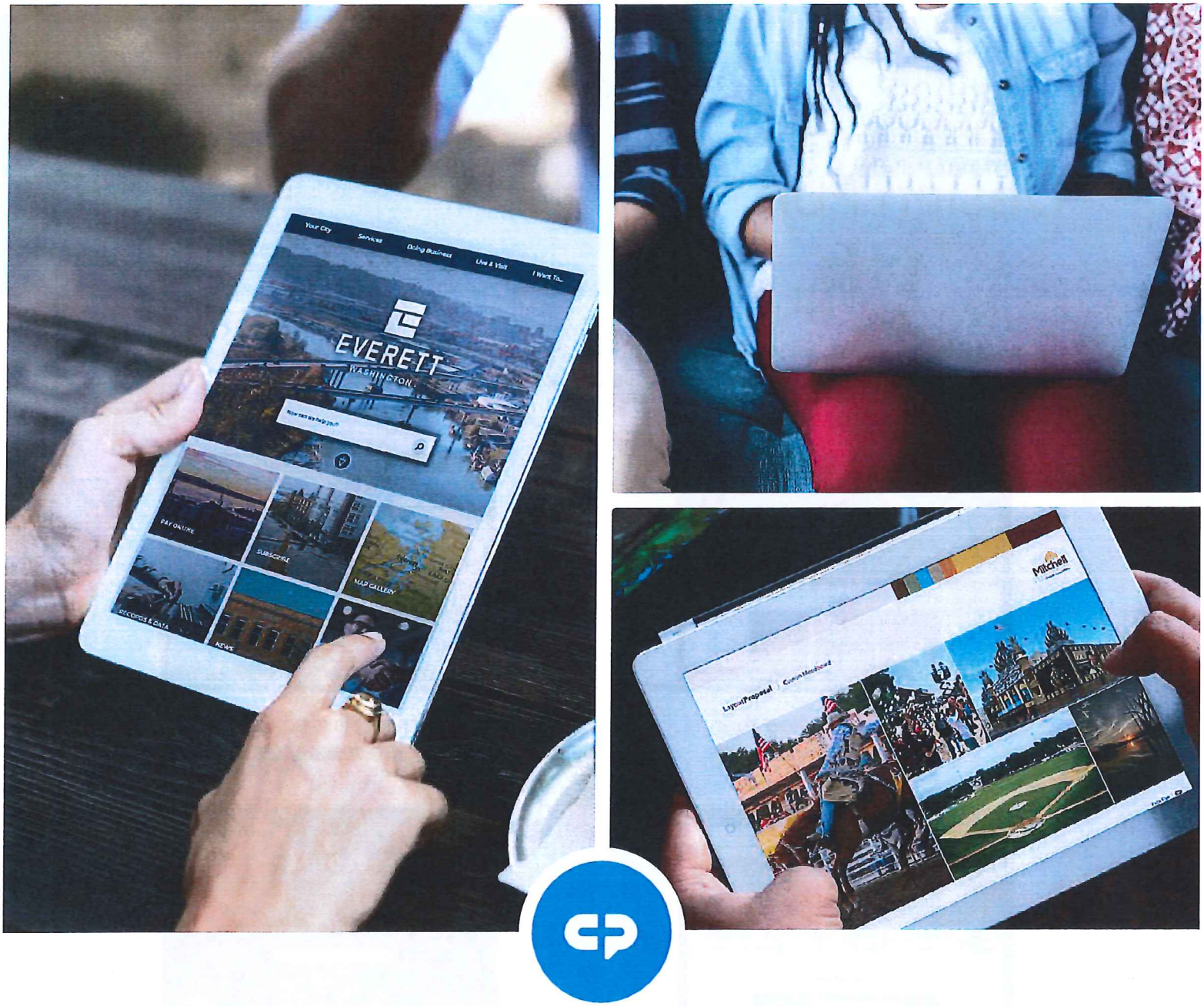
Malta, New York
malta-town.org



Bloom Township, Illinois
bloomtownship.org

Sidney, Ohio
sidneyoh.com

Port Angeles, Washington
cityofpa.us



RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

Features, Functionality, & Design

FEATURES, FUNCTIONALITY, & DESIGN

CivicEngage CMS

The CivicEngage CMS is robust and flexible with all the features and functionality you need today and in the future. Developed for organizations that need to update their site frequently, CivicPlus provides a powerful government content management structure and website menu management system. The easy-to-use system allows non-technical employees to efficiently update any portion of your website.

> I'm confident that any service our citizens need can now be found in one to two clicks.
>
> **—Lana Beck, Government Relations and Communications Administrator for Pinellas Park, Florida**

Each website begins with a unique design developed to meet your specific communication and marketing goals, while showcasing the individuality of your community. Features and capabilities are added and customized as necessary, and all content is organized in accordance with web usability standards. We are able to offer all of the Required Features in the RFP and most of the Optional Features. Please see page 22 for more information on the Optional Features not standard with your CivicEngage package.

CivicEngage Modules & Widgets: Required Features

Citizen Engagement

CivicEngage offers several effective and easy-to-use citizen engagement features. These tools easily integrate with the other key CivicEngage features.

- **Alert Center** – Post emergency or important information on your website to notify citizens via email and SMS.
- **Blog** – Post opinions/information about various community topics and allow citizen comments and subscriptions.
- **Calendar** – Create multiple calendars and events to inform citizens of upcoming activities that are viewable by list, week, or month.
- **Citizen Request Tracker (CRT)** – Allow users to report a problem and provide follow-up communication with the point of contact (includes 5 user licenses & 10 request types).
- **Community Voice** – Interact with citizens about projects in your community.
- **My Dashboard** – Allow users to personalize their dashboard to stay updated on news, events, and information they care about.
- **News Flash** – Post organizational news items that are important to your citizens.
- **Notify Me®** – Send out SMS messages and mass emails to list subscribers (includes up to 500 SMS users).

Document Management

CivicEngage comes fully-equipped with a robust set of document management tools that work with other key features of our CMS and making it easy to build dynamic content that is easy for citizens to navigate and access.

- **Agenda Center** – Create and display agendas and minutes for various civic organizations.
- **Archive Center** – Store agendas, minutes, newsletters, and other data-driven documents.
- **Document Center** – Organize and house documents in one central location.
- **Form Center** – Create custom, online forms via simple drag-and-drop functionality. Receive notifications via email and track within the CMS.
- **Photo Gallery** – Store and display photos.
- **Staff Directory** – Share detailed contact information for your staff and offices.

Information & Navigation

Organize your content and pages to make it easy to locate the information you and your citizens need most with modules that help you update information quickly.

- **Frequently Asked Questions (FAQs)** – Answer the most frequently asked questions to reduce phone and foot traffic for staff.
- **Graphic Links** – Place graphics on your site as links to other pages.
- **Info Advanced** – Display important information on pages in a compact and easy-to-update module that provides detailed formatting.
- **Quick Links** – Place links to often-requested information directly on the page of your choice.

Department-Specific

There are several function-specific features and modules for government departments. These tools are integrated into the CivicEngage CMS and offer the ability to complete multiple steps in one action.

- **Activities** – Create, organize, and track activities.
- **Facilities & Reservations** – Showcase community facilities and allow reservations online.
- **Job Postings** – Post available jobs online and accept online applications.
- **Bids** – Post sortable and subscribable bids.
- **Departmental Home Pages** - Departments within Beaufort County can have dedicated pages within the main site that still follow the same design as other interior pages. These departments can use dynamic page components, features from modules such as Calendar, FQAs, News Flash, and Info Advanced, to differentiate itself from the rest of the website. For example, the entry page for your Parks and Recreation Department can be customized with specific lists of events, FAQs, and news announcements pertaining to that department.

Helpful Widgets

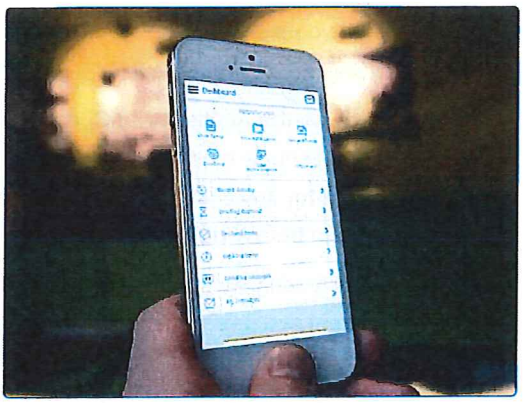
Widgets help your staff visually organize content on your site and tailor the look to meet the page's needs. A few of the most helpful widgets are:

- **Carousel Widget** – Group and display widgets in one location with arrow navigation functionality.
- **Custom HTML Widget** – Embed videos or other HTML features in your page.
- **Editor Widget** – Edit text with word processing tools, plus web tools like code view and the Accessibility Checker.
- **Image Widget** – Add images to a page.
- **Related Documents Widget** – Create a dynamic list of documents referenced in the Document Center.
- **Share Widget** – Add a share button to your page so citizens can share content to their social media.
- **Slideshow Widget** – Add a slideshow of images.

Administrative Features

The administration of your CivicEngage site is browser based, with no installation of software needed. You'll be able to update the site from an internet connection on any platform (Mac or PC). Administrators can control the access to pages and manipulation of content as well as use automated features to streamline processes.

- **Admin Dashboard** – A home base for messages and quick access to your recent activities and time-sensitive action items such as pending approvals and expiring items.



- **Content Scheduling & Versioning** – Set your content to auto-publish and auto-expire, with an archive of all published content and previous versions.
- **Dynamic Breadcrumbs & Site Map** – Breadcrumbs (used to show a visitor's location within the site) and the site map are dynamically generated and automatically update reflecting any changes made.
- **Dynamic Page Components** – Modules such as Calendar, FAQs, and News Flash, may be included as dynamic page components on any page.
- **History Log** – Track changes made to your website.
- **Intranet** – Use permissions to set a secure location on your website that allows employees to login and access non-public resources and information.
- **Levels of Permissions** – Assign staff members to groups with different levels of permissions of access and authority throughout the CMS.
- **Pending Approval Items** – Admins have access to a queue of pending items to be published or reviewed.
- **Website Statistics** – Piwik or Google Analytics provides web statistics for analysis.

User-Friendly Features

Not only is the CivicEngage CMS easy for your staff to use, various administrative features help your staff make a more attractive, engaging, and intuitive for your citizens.

- **Automatic Alt Tags** – Built-in features allow ongoing ADA compliance of your site.
- **Design Essentials®** – Tools that allow your staff to build, modify, and manage your website's look within the design and structure parameters of your website.
- **Link Redirects** – Instead of sending your users to http://civicplus.com/248/Awards-and-Recognition, you can send them to http://civicplus.com/awards.
- **Live Edit** – See where your information will be posted on a page before you make any changes with our WYSIWYG editor and drag-and-drop tools.
- **Maps** – Easily embed maps from Google, ESRI, and more using the HTML widget.
- **Mega Menu** – A main navigation menu makes it easy to get to any page on your site quickly.
- **Predictive Site Search & Log** – A powerful site search automatically indexes all content making it easy for visitors to find information across pages, documents, and images. All search words are kept in a log.

- **Printer Friendly** – Separates critical content from the site template to provide a clean print without menu structure and banner information included.
- **Real Simple Syndication (RSS) Feeds** – Allow patrons to sign up to receive email notifications.
- **Responsive Design** – With responsive design, your site adjusts to the screen size regardless of what device is being used, providing a seamless user experience.
- **Social Media** – Set various modules to automatically post to your Facebook and/or Twitter feeds and incorporate compatible social media feeds and widgets into your site.

> It's extremely easy for nontechnical users to use, giving them confidence early on. The modules are well-thought-out for use by a government entity. That's extremely helpful – you wouldn't get that with an off-the-shelf, generic CMS.
>
> **— Angie Kilbourne, Web Content Specialist for Irving, Texas**

- **Supported Browsers** – View your website in the two most recent versions of major browsers including Microsoft Edge, Firefox, Safari, and Chrome.
- **Third-Party Access** – Utilize iframes, embeds, and/or links to most of your third-party services. Or use our growing list of APIs as well as options from Zapier to build applications right from your website.
- **Translation** – Integration with Google Translate translates web pages into over 100 languages.

Accessibility Compliance

With over 20% of adults in the United States having a disability, you need a website that reaches all citizens. CivicEngage websites are highly compliant based on WCAG 2.0 A and AA guidelines, which encompass and surpass ADA accessibility requirements. This maximizes accessibility for all users while providing freedom to create a visually rich and appealing site. We utilize the following steps to provide you with a compliant and accessible website:

- We will deliver you a site that meet ADA (Section 508) and WCAG 2.0 A and AA levels.
- Your staff can use the Accessibility Checker within the CMS to scan content in the editor widget, News Flash, and FAQs for any accessibility issues so you can correct them before publishing.
- Our trainers will teach your staff best practices to keep your content and design elements accessible and up-to-date with the latest ADA/WCAG standards.
- Any new regulations that require code changes are done automatically, at least quarterly, with no additional effort required from you.
- In addition to updating the code, our product team also updates our best practices and provides regular updates to clients via our CivicPlus website, blog articles, webinars, and other publications.

AudioEye Partnership

CivicPlus also partners with AudioEye to provide a suite of accessibility tools and services at a discounted rate to our clients. Additional details and a quote can be provided upon request.

Credit Card Processing

CivicPlus Pay (Pay) is our secure, PCI-compliant, utility application integrated within the CivicPlus Platform. Local governments can use Pay within the CivicEngage, CivicRec®, and CivicOptimize® solutions to enable seamless payment capabilities.

Pay acts as the connector to facilitate a transaction between the CivicPlus solution and the selected payment gateway. Pay offers integrations with several common payment gateways to provide flexible payment solutions. CivicPlus has partnered with several integrated gateways to enhance the client experience through a streamlined relationship between the CivicPlus solution and the gateway that processes the payments.

If a partner payment gateway is utilized by the County, CivicPlus can assist with the facilitation, set-up, support, and troubleshooting services. Pay can also integrate with many other supported gateway providers in addition to our partner network, on a more limited fashion, to assist you in developing a successful system. Contact your sales representative for more details on our approved partner network and other supported gateway providers.

To utilize any of the approved gateways, an agreement will need to be executed directly between the County and the vendor, who will assess separate merchant account and transaction fees. Additional information can be provided upon request.

Because EMV and Card-Swipe devices are encrypted specifically for individual payment gateways, you'll need to leverage any required devices directly from your selected gateway provider for either purchase or rent. We are happy to assist in your procurement of such devices.

Functionality Disclosure

As CivicPlus continues to evolve and improve our solution to support our clients' needs and goals, we reserve the right to upgrade, replace, modify, or terminate any of the features and functionality elements listed, at our sole discretion, and when feasible, providing reasonable notice to our clients of any changes. These features and functionality are offered on a gratuitous basis to our clients, with no monetary value per feature, and should any changes be enacted, will not affect any terms in a signed agreement with CivicPlus.

The CivicPlus Platform

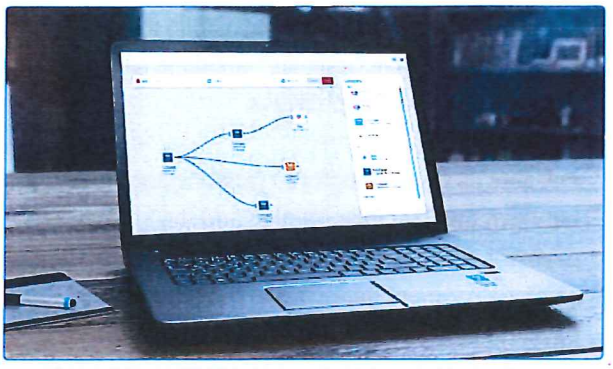
CivicEngage is part of the CivicPlus Platform, the integrated technology platform for local government, which means local governments minimize the need to rely on various third-party providers for multiple technology solutions.

- Single Sign-On (SSO) to all of your CivicPlus products supporting two-factor authentication and PCI Level password compatibility
- Easily access all purchased CivicPlus products and integrated solutions from one dashboard and toolbar
- Access to a continually growing and fully documented set of APIs in order to better connect your organization's processes and applications
- Centralized data store built on the HCMS with robust data automation and integration capabilities

Integration Hub

In today's world, your website has become the new city hall. To effectively reach the public of today, it is imperative that you integrate your data and systems, streamline your operations, and consolidate your messaging channels. Integration Hub is a tool that can help you unify your disparate cloud-based solutions and your CivicPlus solutions, assemble powerful workflows, and setup complex automations – without the need for a developer.

With Integration Hub's easy-to-use drag-and-drop interface, non-technical users can build integrations for syncing content and data between CivicPlus products or with third parties (for an additional fee) without the need for a developer. You can even easily create integrations using manual import, polling, and webhooks (for an additional cost).



The possibilities are endless with Integration Hub, but here are a few examples of integrations you can create with CivicEngage today:

- An integration that will take a News Flash update in a specific category and immediately post it to the Alert Center.
- An integration that will push a new Calendar Event to post directly in the News Flash module.

The Integration Hub will reduce the amount of manual work your staff needs to do in the course of their daily work. This will save valuable time by automating your most time-consuming manual workflows.

Optional Features

The following features are standard with your CivicEngage Package, at no additional cost.

E-Communication Platform

CivicEngage offers several effective and easy-to-use citizen engagement features. These tools easily integrate with the other key CMS features. Your staff can create dynamic and informative blog content as well as offer citizens a platform to connect with one another and share ideas. Allow citizens to subscribe to custom notifications, view multiple calendars and events, and easily report problems with a venue for communication. Inform citizens of breaking news and alerts. Each solution is tailored to the needs of local government and is simple to use—no coding skill necessary.

- Alert Center
- Blog
- Calendar
- Community Voice
- My Dashboard
- News Flash

Single Sign-On Integration

The CivicPlus Platform allows for single Sign-On (SSO) to all of your CivicPlus products supporting two-factor authentication and PCI Level password compatibility.

Video Center

Video Management – With our Custom HTML widget, videos from YouTube, Vimeo, and other video management tools can easily be embedded on any page of your site. CivicPlus Media is our integrated solution that is available for an additional fee.

Optional Project Enhancements

The following features are not standard with your CivicEngage Package, please contact your Account Executive for more information.

Premium Department Header Package

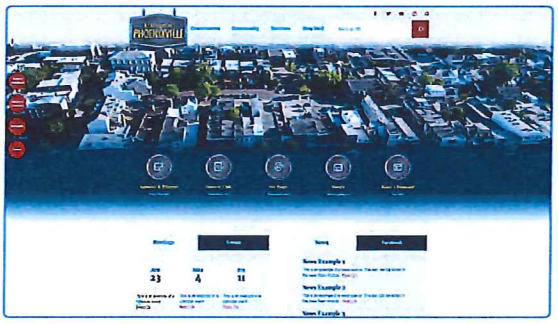
A Department Header Package is a cost-effective way for a department or division to informatively and graphically differentiate themselves from the look of the main (parent) site while leveraging consistent CMS administration.

Premium Department Header Package Includes:

- Site URL (if applicable)
- SSL Certificate / DNS & Hosting (if applicable)
- Site Identifier / Logo
- Global Navigation and Menus
- Banner Image(s) and/or Slideshow Image(s) (if applicable)
- Graphic Links
- Widget Content and Placement
- Custom Color Palette for the Department Header homepage and interior pages
- Matching Design Styles and Layout to the parent site
- Shared login and modules with the parent site (design of module pages will match parent site design)

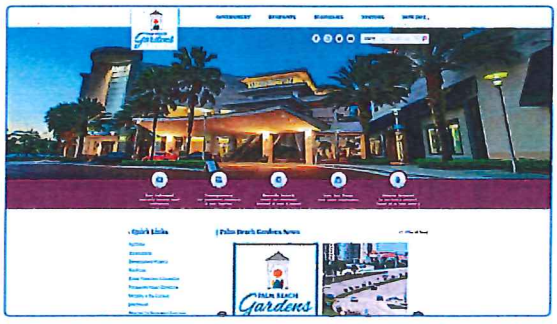
Examples of a Premium Department Header Package

The examples provided below are representative of attributes found in a Premium Department Header Package, but may not expressly reflect the design package of your main website.



Phoenixville Borough, PA - Parent Site

Recreation Department Header

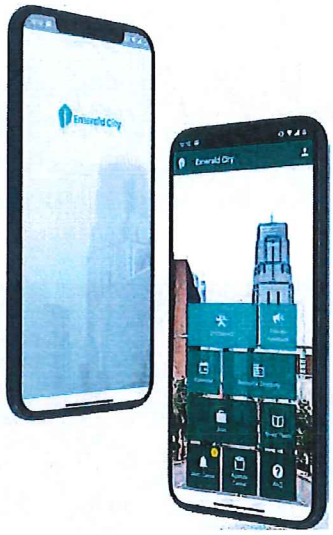


Palm Beach Gardens, FL - Parent Site

Fire Department Header

CivicPlus Mobile

CivicPlus Mobile (Mobile) is the next evolution of the mobile experience for local governments and their citizens. Uniting all our powerful solutions, Mobile provides the solutions and experiences that enables and optimizes citizen engagement, all in a fully configurable, future-proofed mobile solution. Built by the experts in local government, for local government, Mobile offers features and functionality that enable public services and citizen engagement and satisfaction. You benefit from an optimized yet clean, mobile-specific solution that will create the experiences necessary to enhance citizen engagement and satisfaction.



- **Scalable Administration** – Easy enough for non-technical staff to manage daily but with the flexibility of a robust Build Tool Portal for staff to create and customize content.
- **Continuous, Automated Enhancements** – Deployed through the iTunes® App Store and Google™ Play Marketplace, Mobile delivers automated interface and feature improvements.
- **Mobile Accessibility** – With our use of material design and content labeling, mobile users with disabilities can now navigate and interact more easily with all our CivicPlus solutions.

Optional Redesign of Website

Beaufort County's proposed project does not include a built-in redesign however, this option can be added if desired now or at a later date. Should the County decide to include a redesign of the site, there would an additional $2,211 added to your recurring annual services fees. So when your site is ready for a refresh, there is no additional out of pocket expense to you. Included with our redesign services is a complete refresh of the design of your website to keep it looking fresh and innovative. You'll also receive a quality control review to ensure content is as expected with the new design application (no changes will be made to the content). You would be eligible to receive your website redesign after four years of continuous service with CivicPlus.

Exhibit A

NUMBER	FEATURE	OFFERED BY VENDOR (YES/NO)	VENDOR COMMENT
1	Manage and upload meeting agendas	Yes	This feature (or functionality) is provided standard with CivicEngage
2	Intuitive and audience-based navigation	Yes	This feature (or functionality) is provided standard with CivicEngage
3	Automatic expirations that allow content to expire from the public view	Yes	This feature (or functionality) is provided standard with CivicEngage
4	Automatic and dynamic breadcrumbs	Yes	This feature (or functionality) is provided standard with CivicEngage
5	Browser-based administration that allows users to update, delete, and create pages	Yes	This feature (or functionality) is provided standard with CivicEngage
6	Calendar feature with unlimited categories that allow for multiple display options and resident subscriptions, including a downloadable ical file	Yes	This feature (or functionality) is provided standard with CivicEngage
7	Contact Us form and features	Yes	This feature (or functionality) is provided standard with CivicEngage
8	Cascading Style Sheet (CSS) which allows for customizable templates	Yes	This feature (or functionality) is provided standard with CivicEngage
9	Self-serve citizen request tracking	Yes	This feature (or functionality) is provided standard with CivicEngage

NUMBER	FEATURE	OFFERED BY VENDOR (YES/NO)	VENDOR COMMENT
10	Department home pages	Yes	This feature (or functionality) is provided standard with CivicEngage
11	Document repository to upload, store, and retrieve documents in PDF and Word format	Yes	This feature (or functionality) is provided standard with CivicEngage
12	A site-wide emergency notification tool	Yes	This feature (or functionality) is provided standard with CivicEngage
13	Frequently Asked Questions (FAQ) tool with dynamic content	Yes	This feature (or functionality) is provided standard with CivicEngage
14	Site traffic information with analytics and site audit reports	Yes	This feature (or functionality) is provided standard with CivicEngage
15	Ability to track changes made to the website with a reviewable history log	Yes	This feature (or functionality) is provided standard with CivicEngage
16	Multiple levels of user roles and permissions	Yes	This feature (or functionality) is provided standard with CivicEngage
17	Ability to place links	Yes	This feature (or functionality) is provided standard with CivicEngage
18	Intranet/Extranet that provide for user-restricted pages	Yes	This feature (or functionality) is provided standard with CivicEngage
19	Ability to translate to other languages with a multi-lingual tool	Yes	This feature (or functionality) is provided standard with CivicEngage
20	A dynamic tool to showcase news & announcements	Yes	This feature (or functionality) is provided standard with CivicEngage
21	Provide sign-up opportunities for citizens to subscribe to various lists for fast and simple communciation about topics that interest them	Yes	This feature (or functionality) is provided standard with CivicEngage

NUMBER	FEATURE	OFFERED BY VENDOR (YES/NO)	VENDOR COMMENT
22	Access to customizable, fillable forms with the ability to track submissions	Yes	This feature (or functionality) is provided standard with CivicEngage
23	Image Center to hold images and dynamically showcase them throughout the site	Yes	This feature (or functionality) is provided standard with CivicEngage
24	Print-friendly pages	Yes	This feature (or functionality) is provided standard with CivicEngage
25	Ability to create friendly URL redirects	Yes	This feature (or functionality) is provided standard with CivicEngage
26	Rotating Photos/Banner Ads	Yes	This feature (or functionality) is provided standard with CivicEngage
27	Ability to have RSS feeds of site content	Yes	This feature (or functionality) is provided standard with CivicEngage
28	A powerful internal site search with filtering options and predictive search to enable citizens to find exactly what they need	Yes	This feature (or functionality) is provided standard with CivicEngage
29	Automatic site index of searched words	Yes	This feature (or functionality) is provided standard with CivicEngage
30	Scalable interface with Facebook, Twitter, and other social media sites	Yes	This feature (or functionality) is provided standard with CivicEngage
31	Staff Directory with the ability to show staff information dynamically throughout the site	Yes	This feature (or functionality) is provided standard with CivicEngage
32	Ability to play videos	Yes	This feature (or functionality) is provided standard with CivicEngage
33	Create and dispatch online surveys with the ability to monitor and analyze results	Yes	This feature (or functionality) is provided standard with CivicEngage

NUMBER	FEATURE	OFFERED BY VENDOR (YES/NO)	VENDOR COMMENT
34	Compliant with ADA/WCAG accessibility guidelines	Yes	This feature (or functionality) is provided standard with CivicEngage
35	24/7 technical support available through multiple contact channels	Yes	This feature (or functionality) is provided standard with CivicEngage
36	Security and Hosting a. How you plan to host the website b. Burst internet speed used by hosted site c. Disaster Recovery and Mitigation Plans d. How and what security protocols are implemented	Yes	This feature (or functionality) is provided standard with CivicEngage
37	OPTIONAL: Video on-demand hosting and streaming service	Yes	This feature (or functionality) is provided standard with CivicEngage
38	OPTIONAL: Ability to create newsletters for citizens to subscribe to	Yes	This feature (or functionality) is provided standard with CivicEngage

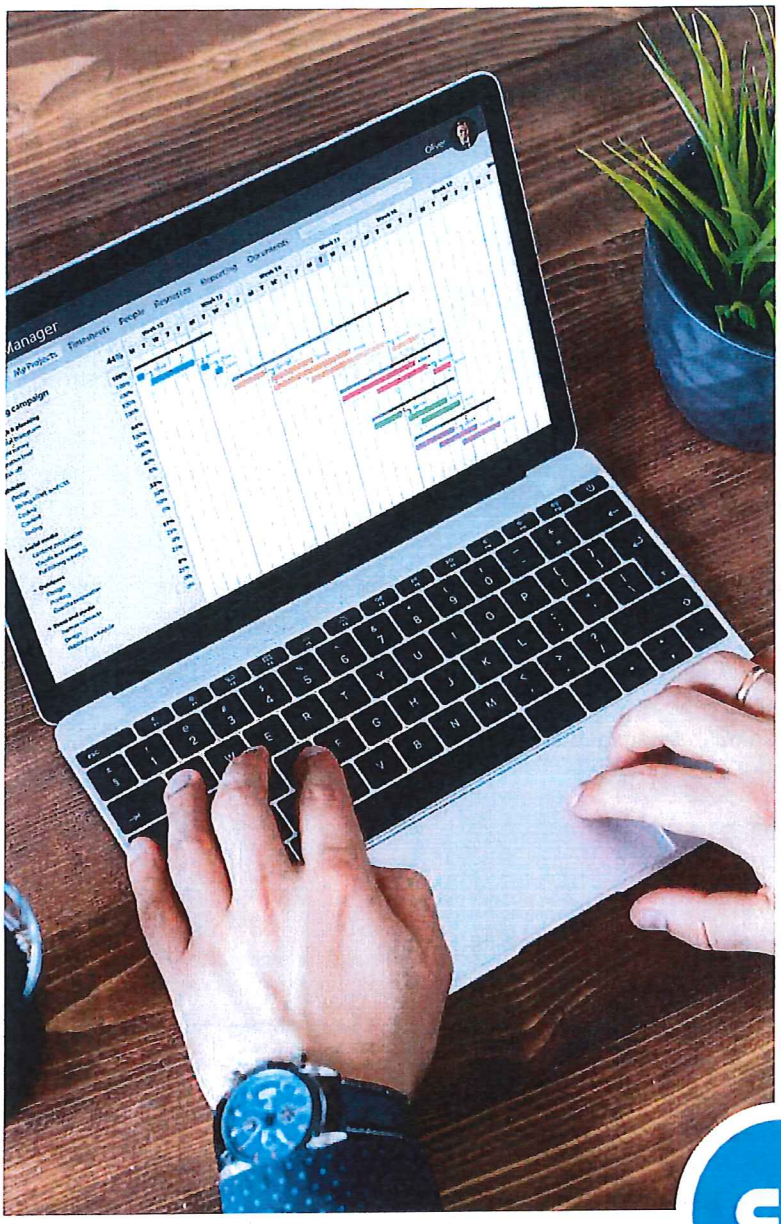
Design Process & Benefits

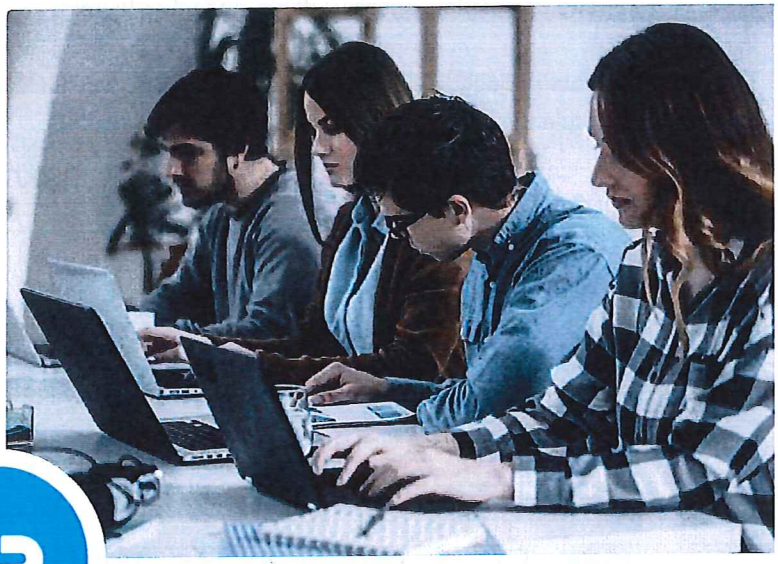
CivicPlus designers create distinct, visually appealing designs and user-centric experiences aimed at jump-starting civic pride while solving the old stigma that government websites are "hard to use and boring." CivicPlus designers solve these visual communication problems and help build a citizen-focused, interactive communication system. We blaze the creative trail to come up with visual styles to help encourage interaction. We will provide a well organized system to intuitively deliver content for community engagement.

CivicPlus develops visual communication strategies that meet the ever-changing needs of our clients and the communities they serve. Our creative approach to design strategy combines a working knowledge of creative and new media methods. We're always looking for better and more creative ways to push design forward, using all of the established tools of our industry as a launching pad to propel our designs into the stratosphere. As the habits of users change, we seek new ways of encouraging citizen interaction and engagement within each of our client's communities.

Flexible Layout Design

You will meet with your Art Director to discuss your website vision based on the goals and needs of your users. This process involves selecting the order, placement, and format of your homepage content from a library of over 1,200 vetted layout configurations aimed at achieving your usability goals. This layout wireframe will provide the structural blueprint for the visual design application.





RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

Implementation Plan

IMPLEMENTATION PLAN

Project Timeline

Design creation, content development, configuration for usability and accessibility, dedicated training – CivicPlus delivers all of this and more during the development of your new website.

A typical project timeline ranges from 16 – 28 weeks. The County's exact project timeline will be created based on detailed project scope, project enhancements purchased, availability for meeting coordination, action item return and completion, approval dates, and other factors.

Your project timeline, tasks, due dates, and communication will be managed and available in real-time via Mavenlink project management software.

PROJECT START

1 **Initiate**
TWO TO FOUR WEEKS
- Project Kickoff Meeting
- Planning & Scheduling

Analyze
FOUR TO SIX WEEKS
- Client Deliverable Submission
- Design Discovery Meeting
- Content Process Meeting

2

3 **Design & Configure**
SIX TO TEN WEEKS
- Design Concept Development
- Design Concept Meeting
- Content Development
- Agendas & Minutes Migration
- Website Completion

Optimize
ONE TO TWO WEEKS
- Website Finalization

4

5 **Educate**
ONE TO TWO WEEKS
- Training Engagement

Launch
TWO TO FOUR WEEKS
- Website Launch

6

GO LIVE

Implementation

Phase 1: Initiate

Project Kickoff

During this initial meeting, your Project Manager will perform introductions, detail deliverables needed, provide a high-level overview of the development process, and introduce tools and resources used to manage your project.

Planning & Scheduling

Your Project Manager will create a comprehensive project timeline based on the project scope and your specific needs.

Phase 2: Analyze

Client Deliverables

Prospect will be responsible for submitting deliverables as outlined.

Design Discovery Meeting

Your Project Manager and Art Director will meet with you to discuss design preferences and establish design structure from flexible layout options.

Content Process Meeting

Meet with your Project Manager and Web Content Specialist to detail our content development process.

Phase 3: Design & Configure

Design Concept Development

You'll have the chance to review a responsive, functioning design concept prototype in an actual production environment. You will have the opportunity to evaluate the presented design concept and collaborate with your Project Team on any feedback and then final approval.

Content Development

Our Content Development team will migrate the agreed upon number of pages of content (including their text, documents, and images) from your current website to your new, CivicEngage website. Content will be enhanced for usability and accessibility, and we will organize your website pages to make them easy to navigate.

Agendas & Minutes Migration

The Content Development Team will download, upload, and organize an agreed upon number of meetings to the Agenda Center module.

Website Completion

Prospect will receive a completed production website featuring your approved design combined with the finished content.

Phase 4: Optimize

Website Finalization

Both the CivicEngage project team and you will prepare your website for launch. During this time, you will be able to make final adjustments to the content on your production site, as well as ensure overall satisfaction with your website.

Phase 5: Educate

Training Engagement

Our goal with your training plan is to give your staff the skills and tools they need to quickly and easily keep your website current. Your Trainer will deliver virtual training sessions for both administrators and users. These sessions will be customized to equip your staff with the knowledge and comfort level needed to prepare your website for launch and maintain it in the future. The training session will utilize your production website, so users are familiar with your specific configuration and you get real, hands-on learning opportunities.

Phase 6: Launch

Website Launch

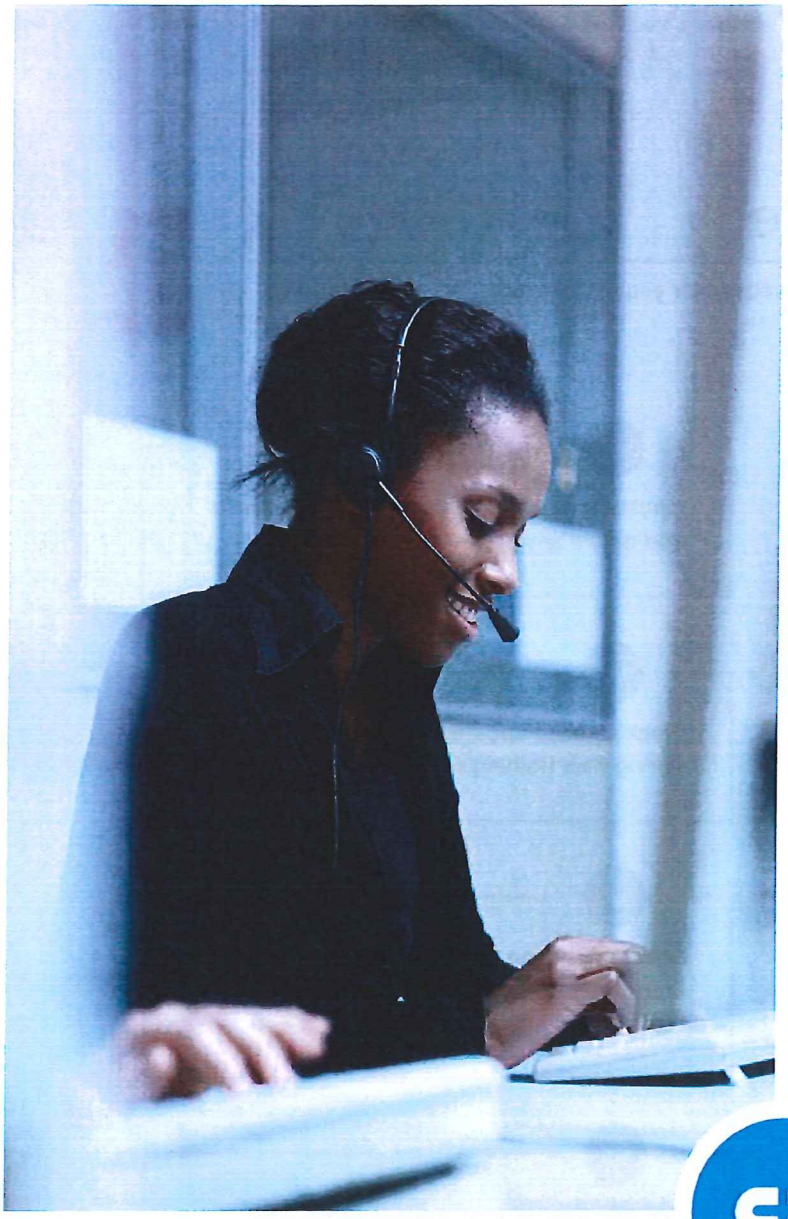
After final confirmation, your website will be made live and available to the public.

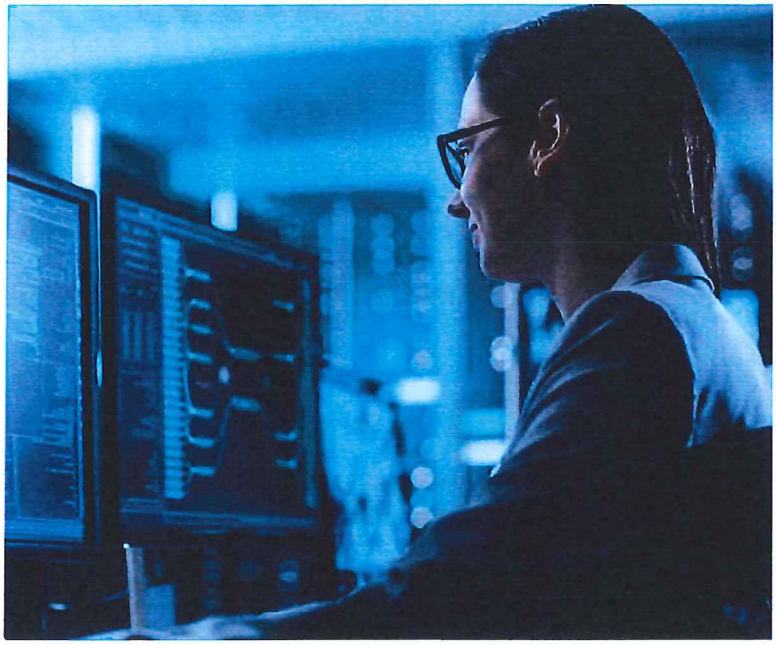
> This was hands down the easiest and most intuitive group I have ever worked with for a website redesign. Other website development companies I have worked with do not respond as quickly. My CivicPlus team read my mind whenever I needed something. Plus, our website's launch was flawless.
>
> **— Nicole Smestad, Marketing Director for Grand Forks, North Dakota Library**

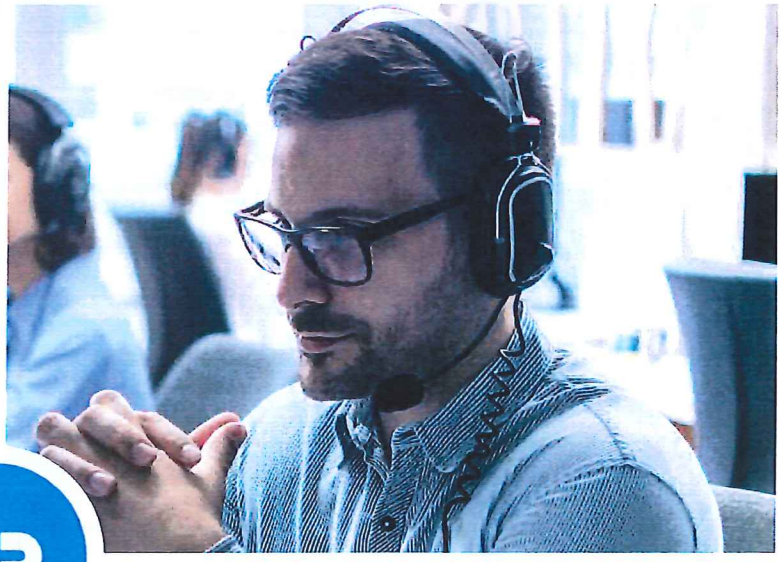
Beaufort County's Role

We will need your help to create the strongest possible website for your community. We will need you to:

- Gather photos and logos that will be used in the overall branding and design of your new website
- Provide website statistics to be utilized in reorganizing your website content, navigation, and design (if available)
- Complete the Design Form to communicate design preferences
- Provide technical information in the DNS form for the set-up of your website domain name(s)
- Perform reviews and provide official approvals throughout the project
- Update the content on your current website and delete any pages you no longer need
- Track website updates to be completed during your training session
- Ensure you have the most up-to-date web browsers installed on your organization's computers
- Compile a list of your website users and desired permission levels
- Reserve training location and necessary resources (computers, conference phone, etc.)







RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

Ongoing Services

ONGOING SERVICES

Technical Support & Services

Around-the-Clock Support Services

With technology, unlimited support is crucial. Our live support personnel based in the United States are ready to answer your staff members' questions and ensure their confidence.

CivicPlus' support team is available 7:00 a.m. – 7:00 p.m. CST to assist with any questions or concerns regarding the technical functionality and usage of your CivicEngage website.

CivicPlus Support will provide a toll-free number, online chat support, as well as an online email support system for users to submit technical issues or questions. If the customer support specialist is unable to assist with the question or issue, the three-tier escalation process will begin to report issues to our product engineering team for resolution.

Emergency support is available 24/7 for designated, named points-of-contact, with members of CivicPlus' support teams available for urgent requests.

Technical Support at a Glance

- Technical support personnel available 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)
- Accessible via phone, email, and live chat
- 4-hour response during normal hours
- 24/7 emergency support
- Dedicated Client Success Manager
- Online self-service help with the CivicPlus Help Center (www.civicplus.help)

Award-Winning

CivicPlus has been honored with two Silver Stevie® Awards and four Bronze Stevie® Awards in the categories of Front-Line Customer Service Team of the Year – Technology Industries, Customer Service Training or Coaching Program of the Year – Technology Industries, Customer Service Department of the Year – Computer Software - Up to 100 Employees, and Most Valuable Response by a Customer Service Team (COVID-19).

The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

Online Training

CivicPlus clients have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated team of support specialists to ensure we are providing the information and resources you need to optimize your CivicEngage solution. In addition, the Help Center provides our release notes to keep your staff in the loop on upcoming enhancements and maintenance.

> It's your people that make you good at what you do. Every time I call my Client Success Manager, it seems like he drops everything to help me. If I contact the Technical Support Team, they are right there to answer my questions and get it figured out. I've always had very responsive experiences when I've reached out to CivicPlus. I've worked with some great customer service reps at CivicPlus, and it's that relationship that matters.
>
> **— Jean Carder, Communications Coordinator for Louisburg, Kansas**

ENGAGEXCHANGE

The ENGAGEXCHANGE is an online brand community and the central hub of ideas, guidance, tips, advice, and more for our CivicEngage clients. It will focus on these two key ideas:

- **Connection** – Clients can connect with their peers to ask questions, discover solutions, share ideas, and join focus groups and beta opportunities.
- **Direction** – Clients will have the opportunity to provide targeted input on the future direction of the CivicEngage roadmap and will be able submit ideas for improvements and enhancements.

Ongoing Support

We won't disappear after your website is launched. You'll be assigned a dedicated Client Success Manager. They will partner with you by providing information on best practices and how to utilize the tools of your new system to most effectively engage your citizens.

Maintenance

CivicPlus is proactive in identifying any potential system issues. Through regularly scheduled reviews of site logs, error messages, servers, router activity, and the internet in general, our personnel often identify and correct issues before they ever affect our clients' web solutions. Our standard maintenance includes:

- Full backups performed daily
- Regularly scheduled upgrades including fixes and other enhancements
- Testing
- Development
- OS patches

Upgrades & Enhancements

We set high standards for government websites with our services. With CivicPlus, your content management system will be upgraded to keep pace with industry improvements and your visitors' changing needs.

Every month, CivicPlus pushes new updates to your CMS and infrastructure.

Enhancements and patches are communicated via the user admin dashboard of your website and email. New releases are communicated in the same way along with a quarterly webinar explaining the changes.

ONGOING SERVICES

Hosting & Security

CivicPlus protects your investment and takes hosting and security of our client sites seriously. Redundant power sources and internet access ensure consistent and stable connections. You'll find that our extensive, industry-leading process and procedures for protecting and hosting your site is unparalleled. From our secure data center facilities to constant and vigilant monitoring and updating of your system, including 99.9% guaranteed up-time (excluding maintenance).

If you experience a DDoS attack or threat, CivicPlus has mitigation and DDoS Advanced Security options available to you at the time of an event. Whatever your needs are we have an option that will be a fit for your community.

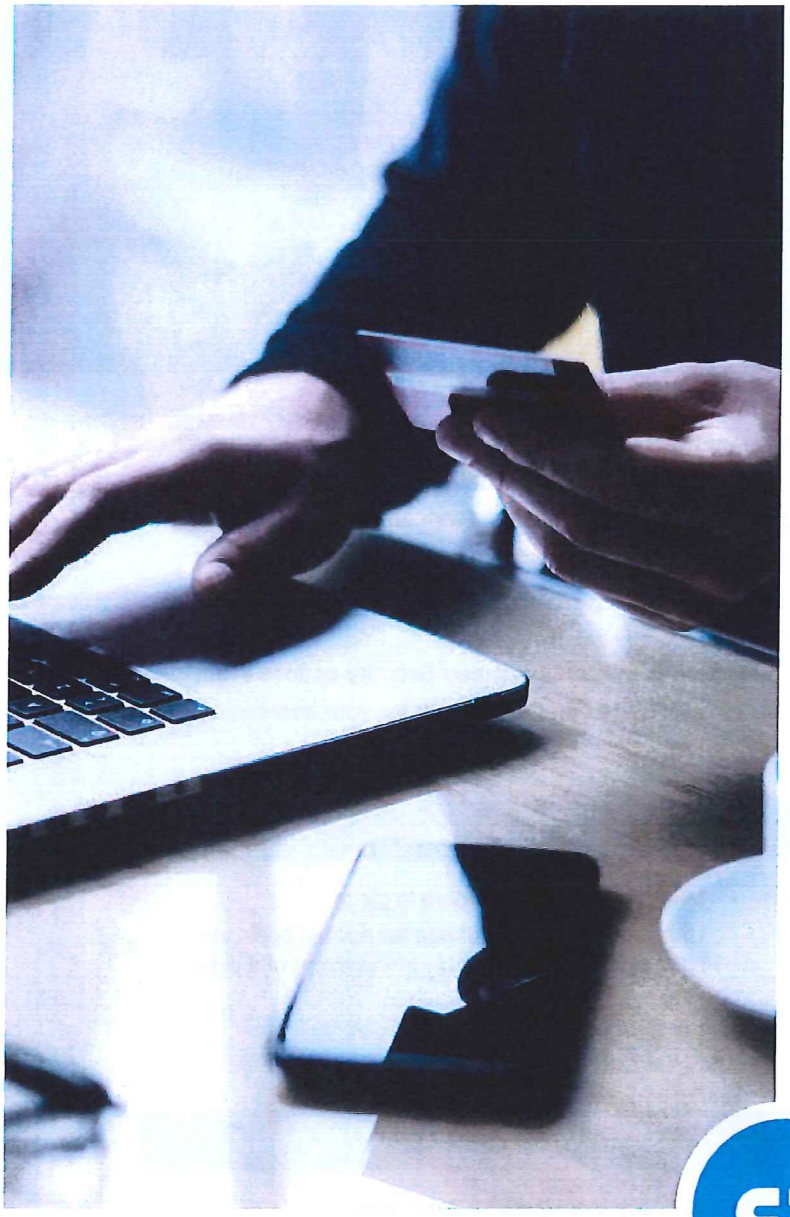
Data Center	Bandwidth
• Highly reliable data center & secure facility • Managed network infrastructure • On-site power backup & generators • Multiple telecom/network providers • Fully redundant network • System monitoring – 24/7/365	• Multiple network providers in place • Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack) • Burst bandwidth – 22 Gb/s

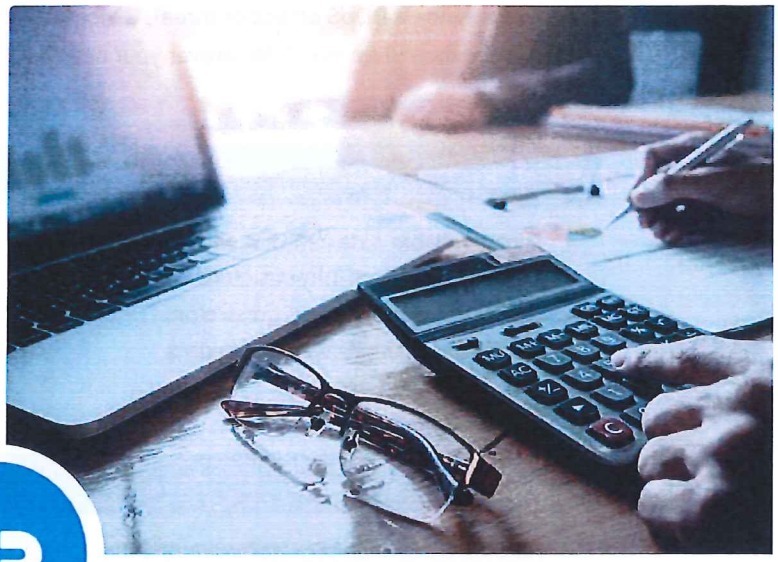
Hosting	
• Automated CivicEngage software updates • Server management & monitoring • Multi-tiered software architecture • Server software updates & security patches • Database server updates & security patches	• Antivirus management & updates • Server-class hardware from nationally recognized provider • Redundant firewall solutions • High performance SAN with N+2 reliability

Disaster Recovery	
• Emergency after-hours support, live agent (24/7) • On-line status monitor by Data Center • 8-hour guaranteed recovery TIME objective (RTO)	• 24-hour guaranteed recovery POINT objective (RPO) • Pre-emptive monitoring for disaster situations • Multiple, geographically diverse data centers

DDoS Mitigation	DDoS Advanced Security Coverage
• Defined DDoS Attack Process • Identify attack source and type • Monitor attack for threshold* engagement	Not Included. Additional coverage available at time of event. Additional fees will apply.

*Thresholds: Traffic exceeds 25 Mb/s sustained for 2+ hours. Traffic over 1 Gb/s at any point during attack





RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

Investment Proposal & Fees

Project Cost

CivicPlus can appreciate the monetary constraints facing our governments each day. To help ease these concerns and assist with budgeting and planning, our proposed project and pricing is valid for 90 days from June 9, 2021.

Features & Functionality

- CivicEngage Central CMS tools, widgets, & features
- One SSL certificate
- DNS setup & hosting for URL co.beaufort.nc.us
- 100 GB of storage

Design & Content

- One website layout built using available flexible layout options
- One custom website design built using approved layout & up to one advanced design component
- 200 pages Content Development from URL co.beaufort.nc.us- based on best practices, we can talk about additional development if needed
- Up to 100 meetings worth of Agendas & Minutes PDF/DOC Migration

Professional Services

- Two days virtual training (limit eight attendees/ session)

Annual Recurring Services

- Hosting & Security
- Software maintenance including service patches & system enhancements
- 24/7 Technical support & access to the CivicPlus Help Center
- Dedicated Client Success Manager

Year 1 Standard List Price	~~$37,631~~
Year 1 Total Discount	($3,358)
Total Year 1 Investment Includes development fees and Year 1 annual services	$30,273
Year 2 Annual Recurring Services Includes 5% technology uplift	$5,250

CivicPlus Project Pricing & Invoicing

CivicPlus prices on a per-project, all-inclusive basis (stated in US dollars). This type of pricing structure eliminates surprise costs, the uncertainty of paying by the hour, and is overall more cost effective for our clients. It provides you with a price based on the products and features listed in this proposal that only varies if additional functionality, custom development, security, escrow requirements, or other design or project enhancements, outside of the included scope, are added prior to contract signing.

CivicPlus Offers:

Standard CivicEngage Central Invoicing

- 30% of Year 1 fees due at contract signing – remaining 70% due at project completion or at the six-month mark in the implementation process – whichever date is earlier
- The first-year Annual Services fee is included with your Year 1 cost
- Subsequent annual invoicing occurs on the anniversary of the contract signing date, and is subject to a five percent technology fee uplift each year starting Year 2 of your contract

Customized Billing/Invoicing

- We can discuss other billing options with you before contract signing and, if feasible, develop a plan that works for all parties
- Not available with all CivicPlus products – please contact your sales representatives for more details

CivicPlus Advantage Invoicing

- Zero-interest payments that divide the One-Time Implementation expense of your project over the first three years of your contract
- Each payment will also include your Annual Services and any other fees if applicable
- May not be available with all products offered by CivicPlus

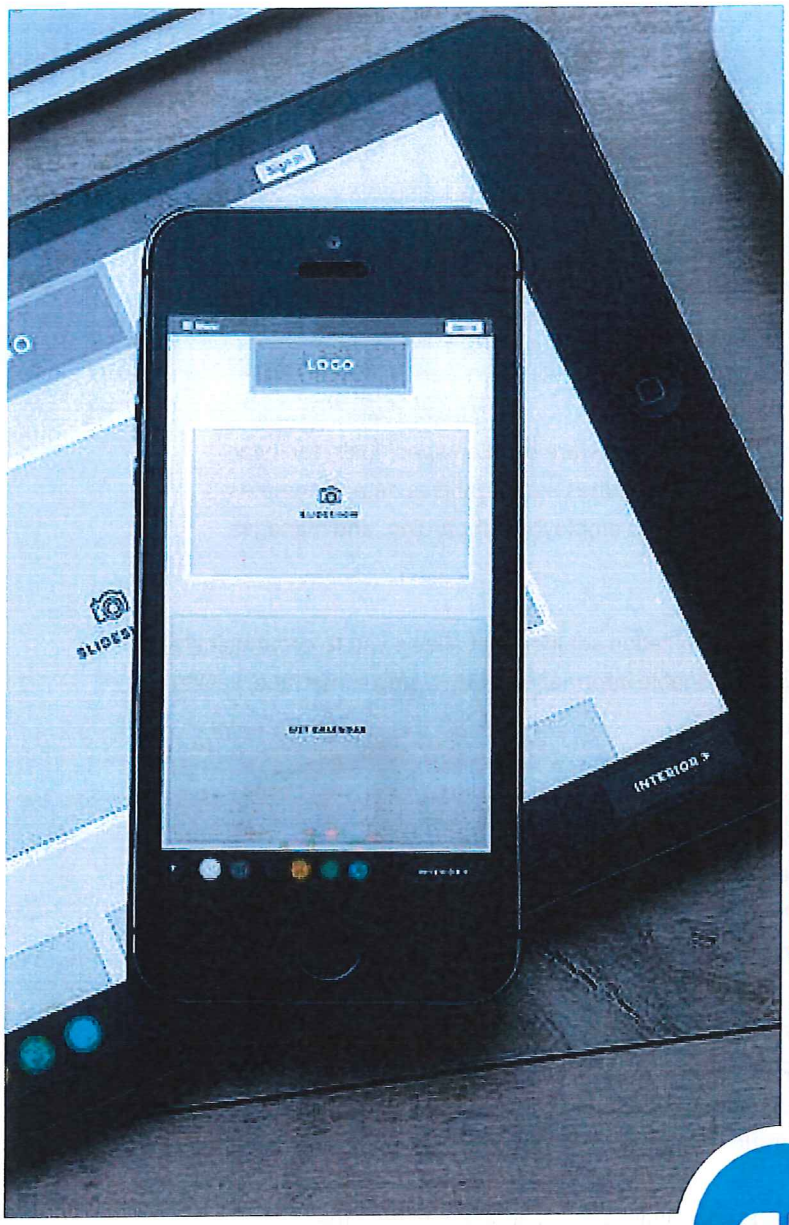
Payment Gateway Account

- Your chosen Payment Gateway will collect and disburse all credit card monies
- If selected, any of our partner Payment Gateway Vendors will conduct a rate analysis upon discovery to provide the most competitive percentage + fee per transaction rate
- CivicPlus Pay integrates with several Payment Gateways to provide maximum flexibility to our clients' needs

CivicPlus wants our clients to succeed in delivering a viable, sustainable, and flexible technology solution to their communities. We will work with you before contract signing to determine which of our billing processes will meet both your needs for budget planning and our accounting processes.

Right to Negotiate

A successful project begins with a contract that meets the needs of both parties. This proposal (including all supporting, technical, or specification documents required for submittal with the current RFP) is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements as provided in the RFP before a final agreement is reached. We look forward to developing a mutually beneficial contract with the County.

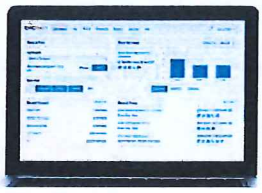


RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

Additional Products Offered

ADDITIONAL PRODUCTS OFFERED

Products Offered by CivicPlus



CivicHR® is a cloud-based human resource software solution specifically for local government. Our cloud-based software integrates and organizes data, automates job postings, collects applications, simplifies employee onboarding, and manages performance.

CivicReady® is a multi-channel communication solution that allows you to communicate routine or emergency news to citizens within seconds with actionable information using a single interface, saving you time and amplifying your reach.

CivicRec® is the most powerful software solution available in the recreation industry. With an interface that is easy to use for both staff and citizens, and robust tools for managing activities, facilities, and point-of-sale, CivicRec offers integrated functionality to manage memberships, instructors, sports leagues, volunteers, and ticketing.

CivicClerk® is the fastest, most intuitive way to streamline the entire agenda management process— from creating agenda items to managing live meetings and creating post-meeting follow-up tasks. It provides time-saving automation, while allowing clerks to balance such convenience with manual controls and overrides. Internal collaboration with CivicClerk is easy with customized workflows, version tracking, and built-in communication tools.

SeeClickFix powered by CivicPlus is your guaranteed solution to handle the communications, workflows, and data for every request from the moment they're opened to the moment they're closed. With SeeClickFix, you can handle request management, work management, and integrate your systems to streamline your processes and better serve your community.

CivicOptimize Productivity allows you to easily create efficiency-centric applications, including a scalable software suite of deployment-ready apps, forms, integrated systems, and the ability to integrate your favorite CivicPlus solutions.

NON-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

Amy Vikander, being first duly sworn deposes and says that:

1. He/she is the Vice President (title) of CivicPlus, LLC (company name);

2. He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3. Such bid is genuine and is not collusive or sham bid;

4. Neither the said bidder, nor any of its officers, partners, Beaufort County agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix any overhead, profit, or cost element of the bid price of any other bidder to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against Beaufort County, or any person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, Beaufort County, employees, or parties, in interest, including this affiant.

Amy Vikander (SEAL)

VP of Client Services (TITLE)

Subscribed and sworn to before me,
this the 21 day of May, 2021.

Notary Public Hannah Norsworthy

County of Riley, KS ~~, NC~~

My Commission expires 1/13/2025

HANNAH NORSWORTHY
Notary Public, State of Kansas
My Appointment Expires
1/13/2025

BOARD OF COMMISSIONERS
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Ed Booth
Stan Deatherage
John Rebholz
Hood Richardson
Randy Walker

BEAUFORT COUNTY
NORTH CAROLINA

COUNTY OFFICIALS
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Katie Mosher, Clerk to the Board
Anita Radcliffe, Finance Director
David Francisco, County Attorney

Addendum No. 1

Issue Date May 27, 2021
RFP BC-FY21-001 Website Design & Development

Pursuant to Section 2.2.5 of the aforementioned Request for Proposals, this addendum is being issued to provide clarification to specifications of the bid following questions from potential bidders. The Proposer must acknowledge receipt of this addendum for the Proposal to be deemed acceptable. No consideration will be allowed due to any potential Proposer not being aware of or familiar with this addendum. This addendum shall form part of the RFP and is to be read, interpreted, and coordinated with all other parts.

Questions regarding RFP BC-FY21-001

1) p.3, secure data center. We assume hosting (and support) must occur within the United States. Please confirm.
Yes, hosting within the United States

2) p. 7, Submittal requirements. We assume the County will accept either email or hardcopy submission, at the bidder's option. Please confirm or clarify.
Yes. The RFP states one emailed copy and one hardcopy

3) p. 9, Non-Collusion Affidavit. We assume the Non-Collusion Affidavit must be submitted with the proposal. Please confirm or clarify.
Yes, Non-Collusion Affidavit to be submitted with the proposal

4) Does the county require SEO services to be incorporated?
SEO was not a requirement, but you can certainly show it in your proposal.

5) Has a budget been established for this project, and if so, can it be shared?
No budget has been established.

6) p. 4, online job postings and applications. Applicants will be entering personal information via the website. We assume that access to this personal data is restricted to County employees based on their role in the hiring process. Please confirm.
Yes, this type of personal information will be restricted.

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7) p. 4, online payments. We assume the actual payment will occur via a third-party payment processor. Please confirm or clarify.
Yes, that is done by a 3rd party processor.

8) What is the average number of monthly page views on the website?
In 2020 it was reported that there were approximately 256,000 unique visitors and 557,000 total number of visits.

9) How often do you expect content to be added or edited?
Sometimes daily. Weekly and monthly.

10) What other channels besides the web used to engage with users? (Ex. email, SMS, etc.)
Email, Vimeo, YouTube, Facebook

11) Is the County expecting a separate mobile app to be built or just a responsive design would suffice ?
Responsive design that would mimic the County website should suffice.

12) Please let us know the different types of users in the system.
Currently there are 4 system admins and approx. 5-6 CMS editors. Ideally, each department would have the capability to do so, if desired

13) Is there an Active Directory/LDAP server available with the County or should the vendor plan for the set up?
Due to the County being on multiple domains, the vendor should plan for setting up access.

14) Can you let us know the different integrations that are anticipated other than the payment gateway?
Integrations with social media (Facebook, YouTube, Vimeo, etc.)

15) In the RFP, the County mentions 'Intranet/Extranet - Restrict pages by login.' Specifically, what types of content/pages is the County hoping to require logins for?
Each dept to have the ability to have their own pages. For example: Each dept follows the County Policy but may have the need for the agency's policy. They may want to upload specific onboarding. Possibly a newsletter for the agency; shouldn't be too extravagant

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RECEIPT OF ADDENDUM ACKNOWLEDGEMENT
ADDENDUM NO. 1

For RFP BC-FY21-001 Website Design and Development

Please acknowledge receipt of the above ADDENDUM issued by Beaufort County in Washington NC, by signature and recording the date of receipt below.

Bidder: CivicPlus, LLC

Authorized Signatory: _____ Date: May 27, 2021

NOTE: This form may be emailed to Hollie Jones at hollie.jones@co.beaufort.nc.us .

BEAUFORT COUNTY ADMINISTRATION BUILDING
121 West 3rd Street * Washington, North Carolina 27889 * Phone (252) 946-0079 * Fax (252)-946-7722

Beaufort County
Agenda Abstract

Meeting Date: 8/2/2021

Agenda Section: Item for Discussion

Presenter: Commissioner John Rebholz

Agenda Title: Parental Permission for Vaccines

Summary of Information: Commissioner Rebholz would like to hold a discussion regarding parental permission for vaccines.

Submitter Recommendations/Motions: N/A

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 8/2/2021

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: County Police Force Update

Summary of Information: Commissioner Richardson will give a report from the County Police Force Committee.

Submitter Recommendations/Motions: Report only.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 8/2/2021

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Filming of Commissioners Meeting - Point of Contact

Summary of Information: Discuss the points of public contact for where citizens can watch the Commissioners board meetings.

Board of Commissioners' Meetings can be viewed at:

1. Suddenlink local cable channel 9 (City of Washington PEG Channel) everyday at 6A and 1P
2. RiverStreet public access channel every Wednesday at 1P, Thursday at 7P and Saturday at 7P
3. YouTube Channel online: https://www.youtube.com/channel/UCy7UbApxmrZ11lty5p3L7sA/videos
4. Beaufort County Website: https://co.beaufort.nc.us/government/board-meeting-video-archive
5. Vimeo streaming service: https://vimeo.com/user133168056
6. Live streaming at link posted in calendar listing on County Website
7. DVD is available at BHM Library
8. DVD is available at the County Administration Office

Submitter Recommendations/Motions: N/A

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 8/2/2021

Agenda Section: Item for Decision

Presenter: Commissioner Hood Richardson

Agenda Title: Use ARPA Funds for a Storage Building

Summary of Information: Commissioner Richardson would like the Board to consider assigning a value and include the construction of a storage building using the American Recovery Plan Act Funds.

Submitter Recommendations/Motions: Motion to assign a value and include the construction of a storage building using ARPA funds.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 8/2/2021

Agenda Section: Item for Decision

Presenter: Commissioner Hood Richardson

Agenda Title: Use ARPA Funds to Imrpove County Library System

Summary of Information: Commissioner Richardson would like the Board to consider assigning a value to improve the public library system using American Recovery Plan Act funds.

Submitter Recommendations/Motions: Motion to assign a value to improve the public library system using American Recovery Act Plan Funds.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 8/2/2021

Agenda Section: Item for Decision

Presenter: Commissioner Hood Richardson

Agenda Title: Use of ARPA Funds for Courthouse Basement/Jail

Summary of Information: Assign a value and include the building out of the basement of the courthouse into jail facilities using American Recovery Plan Act funds.

Submitter Recommendations/Motions: Motion to assign a value and include the building out of the basement of the courthouse into jail facilities using American Recovery Plan Act Funds.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 8/2/2021

Agenda Section: Item for Decision

Presenter: Commissioner Hood Richardson

Agenda Title: Ban Use of Public Funds to Teach or Promote Critical Race Theory

Summary of Information: Commissioner Richardson would like the Board to consider a motion that public money shall not be used to teach or promote critical race theory in the Beaufort County Public Schools.

Submitter Recommendations/Motions: Public money shall not be used to teach or promote critical race theory in the Beaufort County Public Schools.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 8/2/2021

Agenda Section: Item for Decision

Presenter: Commissioner Hood Richardson

Agenda Title: Oppose Mandatory Face Masks

Summary of Information: Commissioner Richardson would like the Board to consider the following resolution:

Whereas, *the risk of loss of life by those in the population who are less than 65 years of age is presently minimal; and*

Whereas, *Vaccines to combat the Covid virus are available to all citizens above the age of 18 years; and*

Whereas, *more than 95 percent of the small number of people in the population who now contract the Covid disease and are hospitalized have not been vaccinated; and*

Whereas, *decisions about personal health practices and protection from the Covid virus are a right of the individual citizens.*

Therefore, be it resolved, *the Beaufort County Government is opposed to the mandated wearing of masks by any population or part of the population.*

Submitter Recommendations/Motions: Motion to approve the resolution as presented.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 8/2/2021

Agenda Section: Closed Session

Presenter: David Francisco, County Attorney

Agenda Title: Closed Session - Attorney/Client Privilege

Summary of Information: The Board of Commissioners will go into Closed Session for Attorney/Client Privilege to discuss file #19-PTC-149 and to discuss Beaufort County vs. Amerisourcebergen Drug Corp., et al., No.: 1:17-MD-2804, US District Court, Ohio, under NCGS 143-318.11 and personnel under 143-318.11(a)(6).

Submitter Recommendations/Motions: Motion to go into Closed Session under NCGS 143-318.11(a)3 to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 8/2/2021

Agenda Section: Item for Discussion

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Commissioners Comments

Summary of Information: During the June 7, 2021 Board of Commissioners meeting it was agreed that each Commissioner would be allowed two (2) minutes to speak at the end of each meeting.

Submitter Recommendations/Motions: N/A

Attachments:

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