The Beaufort County Board of Commissioner met in regular session Monday, August 2, 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 Rebholz 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

Commissioner Richardson said before we do this I have a couple question about the agenda. He said we requested a report from the Sheriff at the last meeting to be presented at this meeting on contacts that were made, and I just want to be sure the Sheriff did not submit a report.

Ms. Mosher said that's correct sir. She said the request was made and I did not receive it.

Commissioner Richardson said I do not see anything on the agenda having to do with that so I would like to make that an additional agenda item for a short comment tonight. He said in addition to that I would like a short session on immigration added to the agenda.

Chairman Waters said we went through this adding to the agenda and changed that back to our original policy, is it three days before.

Ms. Mosher said I think it's 5:00 PM on the Monday prior to printing.

Commissioner Richardson said Mr. Chairman you're confused.

Chairman Waters said I thought you were adding to the agenda.

Commissioner Richardson said you're confused about our policy.

Chairman Waters said she just stated what it was.

Commissioner Richardson said its three days before if the individual Commissioner wants to put something on the agenda without objection. He said this Board can change the agenda sitting here without anyone having to have a time limit. He said it comes before the Board, we've done it many times, there's large precedent for this.

Chairman Waters said okay, you want to make a motion.

Motion: Commissioner Richardson motioned to include a discussion about the Sheriff's lack of reporting and immigration. Commissioner Deatherage seconded.

Mr. Alligood said can I bring to you real quick, as you get ready to vote on this, just so you understand, according to your rules of procedure, rule 9, item C, you can add that, an emergency item but it takes a 5 to 2 vote for the item to be approved, according to your rules and procedures.

Chairman Waters said does it have to be an emergency item.

Mr. Alligood said it says no item will be considered for purposes of taking action by the Board of Commissioners unless it is in the Commissioners hands three days prior to any meeting with the exception of special called meetings or to take up an emergency item with a 5 to 2 vote approving the item. He said so if it's not in the Boards hands three days prior to the meeting for it to be added to the agenda at the meeting this reads it would need to be considered an emergency item and would need a 5 to 2 vote.

Commissioner Richardson said I have an objection to that because we add items to the agenda sitting here at the meeting, people walk in all the time. He said if you want an item on the agenda it has to be in the Commissioners hands three days before the meeting, but you can't tell me that a Board like this can sit here and meet with our hands bound, not being able to take up a late item that could be, actually an emergency item or something else. He said it just doesn't work that way and we've never done it that way and we have added items to the agenda plenty of times.

Commissioner Rebholz said not since I've been here.

Commissioner Richardson said you haven't been here very long.

Chairman Waters said I can't remember how far back it was, but you took a personal attack on me because something showed up on the agenda last minute and you said you can't do that. He said that's been several months ago when we came back and reviewed our policy.

Commissioner Richardson said because you were trying to force an item without a vote. He said you were outside the Boards rules.

Chairman Waters said I don't think so.

Commissioner Richardson said you're telling me that when we come in here to meet as a Board that if there's been an insurrection out in the streets this afternoon that it can't be considered by this Board at all.

Chairman Waters said I don't think either one of your topics is an emergency item.

Commissioner Richardson said that's your opinion.

Mr. Alligood said it can be with a 5 – 2 vote.

Commissioner Richardson said there's no definition of what an emergency is.

Motion Restated: Commissioner Richardson motioned to include a discussion about the Sheriff's lack of reporting and immigration. Commissioner Deatherage seconded.

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

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

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

Public Comments

Mr. Maurice Elliott said he'd been asked to represent the property owners of two residential communities located along NC-33 East on the southside of Beaufort County in the extreme eastern end. He said these communities, Windsong II & Windsong III, were established in the late 1990's as waterfront communities on Campbell Creek. He said our development began about the same time as the original development known simply as Windsong. He said we are here tonight in support of our earlier request for this Board to utilize part of the monies that Beaufort County is being allocated through the American Rescue Plan to extend the County water lines into our communities as has been done previously in Windsong. He said when the water lines were run into Windsong, the main line that extends down NC-33 East was stopped at the entrance to Windsong. He said we are asking that this line be extended the extra 6/10's of a mile to include Windsong II and Windsong III and that the lines be run into both developments. He said while we fully believe this would be an allowable use of the ARP monies, we also recognize that we are asking the County for a significant outlay of resources. He said however, we also believe that the County would be able to re-coup some of the outlay through tap-on fees and higher monthly basic water charges, as has been done in other areas such as at Jarvis Landing. He said currently, in both developments, there is a total of 42 residential lots that would potentially need meters. He said of these, 13 homes that are already occupied with an additional 4 lots that are being prepared for home construction to begin. He said at present, the only sources of potable water in these two communities are our individual wells. He said because the water that comes directly from these wells has a slight odor or tea color, we each must invest in our own water treatment systems in order to make the water more palatable. He said while this has proven satisfactory thus far there are other factors that have impacted the suitability of our drinking water in the past and will continue to do so in the future. He said for example, the extensive flooding caused by Hurricane Irene contaminated all our wells. He said since then, several of us have had our wells contaminated by other storms and high water. He said this requires us to have the County perform water quality tests as well as to secure the services of someone to sanitize the wells. He said add to this the stress placed on the Castle Hayne Aquifer by other significant water removal operations and we believe it is only a matter of time before we see drastic reductions in the availability of portable water to our homes. He said as a health issue the availability of clean drinking water is undeniable however, we believe it is also an economic development issue. He said just as industry requires clean water, obviously so does a community's residents. He said the availability of a reliable and safe source of drinking water increases the potential for new homeowners who are looking for property on which to raise their families or on which to retire. He said in turn, this raises property values and therefore improves the revenue potential for the local government. He said we believe this is a win-win proposition. He said in closing I just want to add that we are all happy to be part of Beaufort County. He said the residents in both communities are active participants in the County. He said we all vote in every election in which we are eligible to vote and last year both communities accounted for over $54,000 in property taxes. He said we are asking, however, to be more fully integrated in the County, particularly as it pertains to services in our part of the County. He said we believe that the extension of County water would be an important first step in this process. He said thank you for the opportunity to address you all tonight and thank you in advance for your consideration of this matter. He said if anyone has any questions or would like any additional information I will do my best to respond or obtain the information.

Ms. Dawn Benson-Slann said she is a resident of Beaufort County, a small business owner and a taxpayer. She said I'm sure that by now you all know that Beaufort County Schools will be making masks optional for the 21-22 school year. She said this was part of a unanimous decision by the school board last week. She said elected individuals exhibiting a spirit of working together with the best interest of the children, teachers, and school system employees of the County at the forefront. She said while I realize this decision is subject to change if the Governor decides to pen another executive order at will, in the short term the right to choose is protected. She said just like the school board, this board of Commissioners

is elected by the people of Beaufort County to carry out the business of the County in a way that benefits the citizens of the County. She said that is how I understand it. She said I recently attended a meeting of a subset of this committee to understand why these individuals feel we need a county police force in addition to the city police Sheriff's Department. She said after listening to the information provided the only thing that is clear is that the subcommittee is looking to find a way to control how law enforcement in the County is carried out. She said I quote "the County Sheriff is a constitutional officer elected by the people and bound by oath as guardian of the people's inalienable rights secured by the constitution". She said unlike any other hired police force that answers to the Commissioners or other local leaders the Sheriff answers to the people, not to anyone else. She said a hired police force are supposed to protect the people, but they have to do so based on specific codes and guidelines. She said while I appreciate the city police department, I am glad to have someone to protect our constitutional rights. She said I can appreciate the effort to look into resources to support local law enforcement, including the Sheriff's Office however, I cannot appreciate an initiative that is pulled together making sweeping negative comments without reference or documentation to support them, single incidences shared without facts and opinions presented as facts. She said as a taxpayer I am requesting the items presented in the County Police Committee meeting held on July 22nd be provided to the Beaufort County Sheriff's Office for review and input. She said if all those things are true then there are provisions that enable the people of Beaufort County to evaluate the Sheriff and if required, after due process, remove them from office. She said unless there are actions that have not been brought to light I do not see any valid or beneficial reason for the addition of another law enforcement group to be added to the payroll of Beaufort County. She said I do see additional need for the County Police Force Committee to provide facts and concrete examples of how the Sheriff and members of his department have failed the people of Beaufort County. She said in the meantime I encourage the people of Beaufort County to spend some time educating themselves in the activities of the Sheriff's Department and the County Police Force Committee to understand if there are true concerns that should be addressed. She said I am aware that there's an election coming up, but I remind you that while you can change the individual in charge you cannot alter the remit of the office and who they answer to.

Ms. Dot Moate said I have something very important to tell you and to request. She said if it's necessary to use the ARP funds I would like to request that. She said do you see this little bottle, whenever I come to the Commissioner meetings I always want water before I get home. She said there is nothing in the lady's room and I even checked the men's room. She said there's nothing in there that allows me to get a cup of water, so I brought my own. She said so I wondered if we could use some of those funds we're getting from the government to put a water faucet of some sort in this facility.

Child Support Awareness Month Proclamation

Ms. Tammy Pearson said I'm with Young Williams and I oversee 15 counties in North Carolina for child support. She said Beaufort County is one of our counties that we oversee. She said in Beaufort County child support offices we provide services to locate parents, establish parentage, establish child support and medical support, collect, and distribute child support, modify orders when circumstances have changed and enforce orders that are not being paid. She said the Beaufort County child support program encourages responsible parenting, family self-sufficiency and child wellbeing. She said in 1995, on the 20th anniversary of the child support program President Bill Clinton established August as child Support Awareness Month in the United States. She said I'd like to present the proclamation for August 2021. She then read the following:

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.*

Commissioner Richardson said I would like to comment before we vote, a positive comment, it's an advertisement. He said for those of you who need this kind of service for children to get payment, please go to title IV, the County office, before you consult an attorney. He said the reason is they'll provide you the same services, better, than an attorney will at no cost to you. He said so please keep this in mind. He said going to an attorney to sue for child support services is the expensive way to do it. He said this is a free service, it's paid for by the County and these people are experts at what they do. He said they do a very good job at doing what they do so please consult them before you start paying a lot of money to an attorney to obtain child support services.

Motion: Commissioner Booth motioned to approve the above proclamation. Vice-Chairman Langley seconded. The vote was unanimous.

Legislative Updates for Elected Officials

There were no elected officials who wished to speak.

Items for Consent

1. Budget Amendment, Health
2. Budget Amendment, Health
3. Influenza Vaccine Purchase Request
4. Year End Reallocations, Health
5. Reallocation of Funds for Longevity
6. Refunds Over $100
7. Refunds Over $100
8. Southern Albemarle Assoc. Delegate Recommendations
9. Minutes Approval

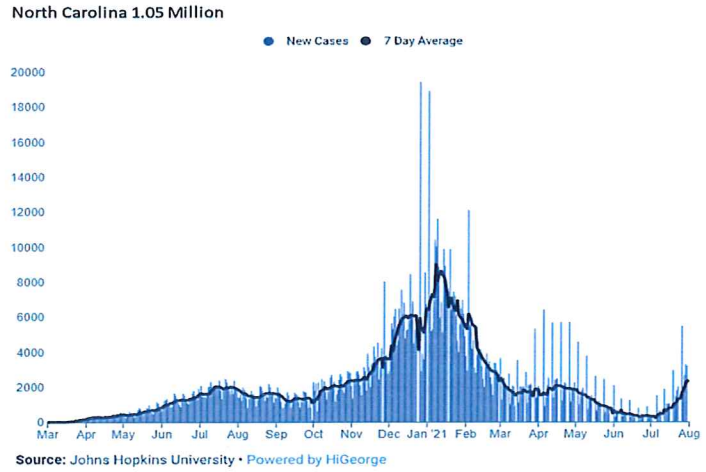
Motion: Vice-Chairman Langley motioned to approve the items for consent. Commissioner Walker seconded.

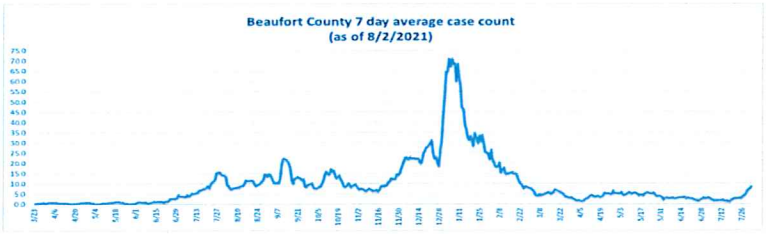
Yes Vote	**No Vote**
Chairman Waters	Commissioner Deatherage
Vice-Chairman Langley	Commissioner Richardson
Commissioner Booth	
Commissioner Rebholz	
Commissioner Walker	

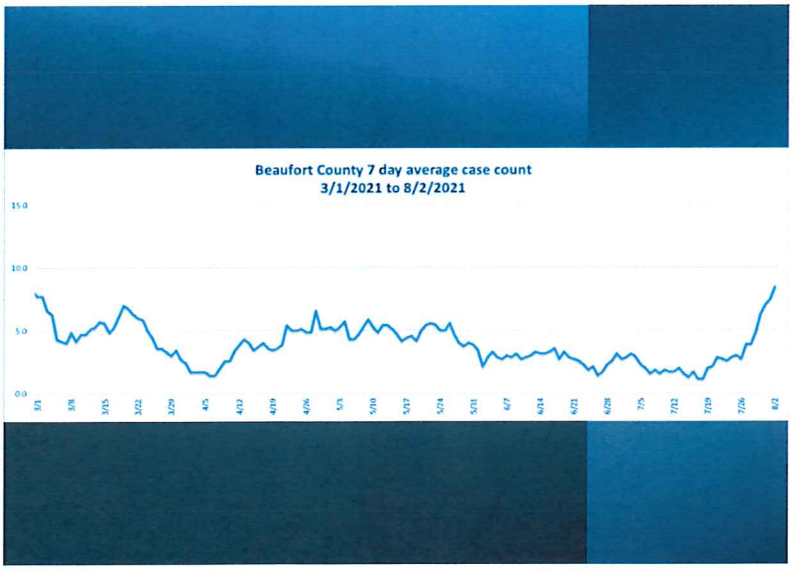
See Addendum 1

Covid-19 Update

Mr. Jim Madson said I'm going to give you an update now on Covid-19. He said I've been thinking about this a lot because it's a message of good news and bad news. He said there's a lot of messages about what's in between, concerns and relief. He said you'll see there's a balance in what I'm about to say with the numbers and where we're moving with Covid. He then gave the following presentation:





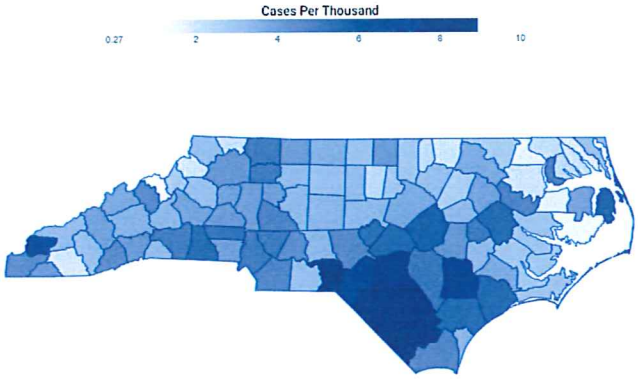


Monday, August 2, 2021		
Tests conducted on Beaufort county residents (to date)	45,294	
Total cases (tested positive)	4,844	
Total hospitalizations that have occurred	268	5.5%
Total Deaths*	103	2.1%
Average age of deaths (years)	77.1	
Known active cases currently in the county	78	
Currently hospitalized	3	3.8%
Currently on a ventilator	1	
Total cases recovered	4,663	96.3%
Reinfections (positive again after recovering)	8	
Breakthrough (positive after completing vaccination)	6	
	-	
	-	
Deaths* from long term care facilities	49	48%

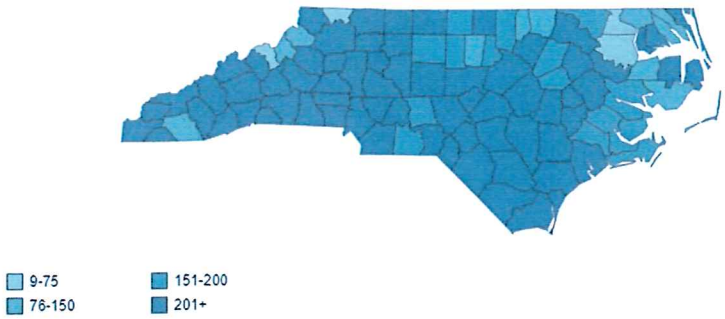
*Deaths reported through this website have been confirmed through a review of the death certificates. This validation process can sometimes take a long time when a resident passes in another County or State. Other sources may report presumptive totals and therefore will vary with those reported here.

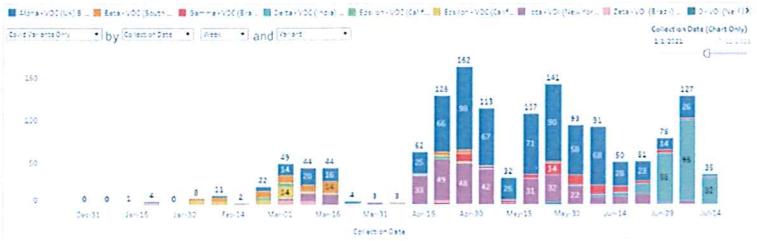
North Carolina cases per thousand (last 30 days)

Data updated Monday 8/2 at 10:15 AM EDT



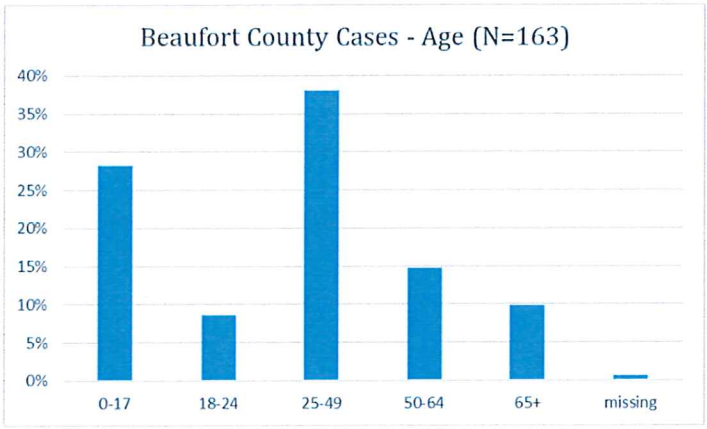
Last Two Weeks





Vidant area testing

June and July 2021



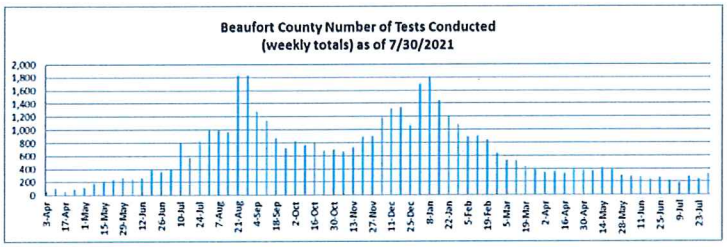
Other Info

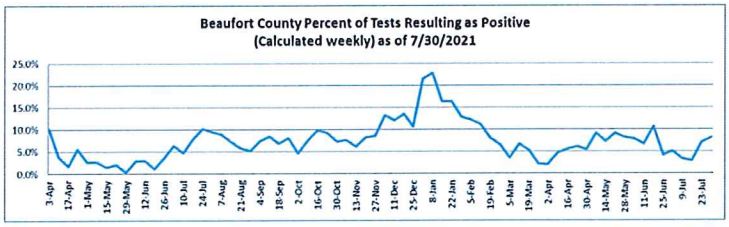
- Masking changes



Testing

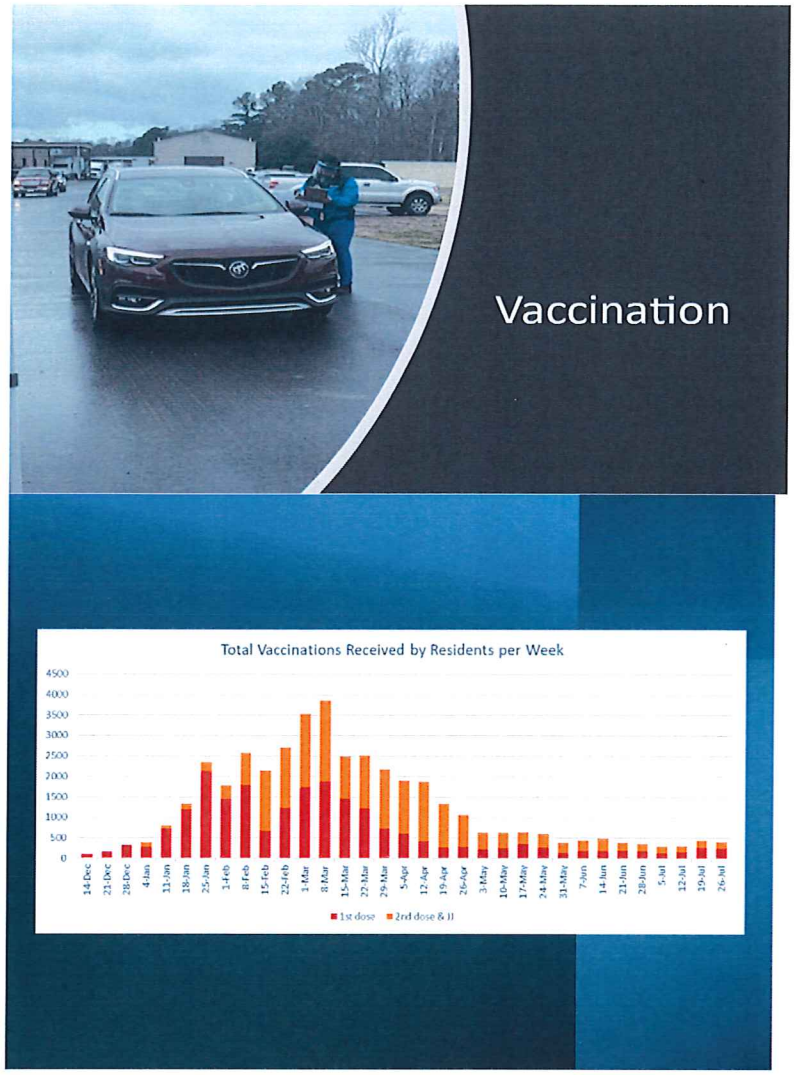






Test Sites

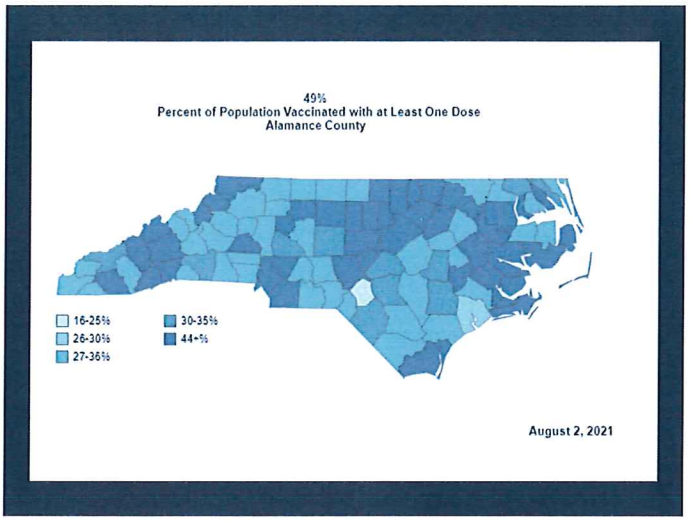
- Testing done at Health Department every workday from 8:15 to 11:30 (no charge)
- If transportation needed, call BATS by 1:00 for an appointment (252.946.5778)



Commissioner Richardson said so vaccines are available to everyone who's over 12 years of age.

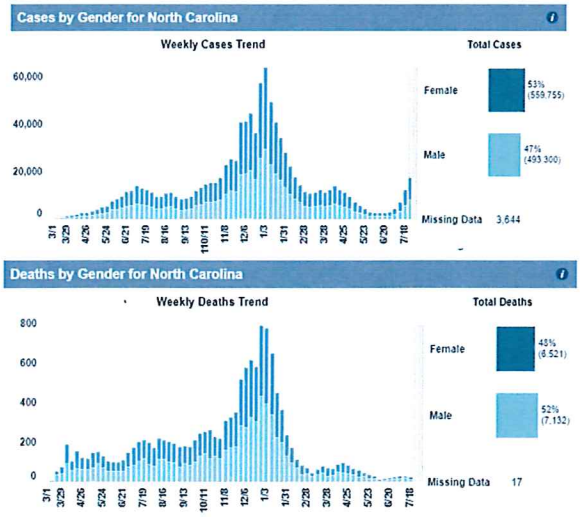
Mr. Madson said correct and not just through the Health Department. He said your providers have the vaccine, most of the pharmacies, Agape has the vaccine and Vidant has the vaccine. He said they're also available in Greenville and other places.

Monday, August 2, 2021	Total	
Beaufort County Population (NCSCHS)	47,079	
Residents that are partially vaccinated against COVID-19	21,626	45.9%
Completed COVID-19 vaccine series (all vaccines)	20,126	42.7%
Total Doses administered	41,752	
Population over 65 years of age (NCSCHS)	11,281	
Over 65 that have received first dose of COVID-19 vaccine	9,673	85.7%
Over 65 that have completed series	9,289	82.3%
Adult Population (18 and older)	37,758	
Partially vaccinated	21,119	55.9%
Fully vaccinated	19,791	52.4%
12-17 year olds vaccinated	3,295	
Partially vaccinated	507	15.4%
Fully vaccinated	335	10.2%

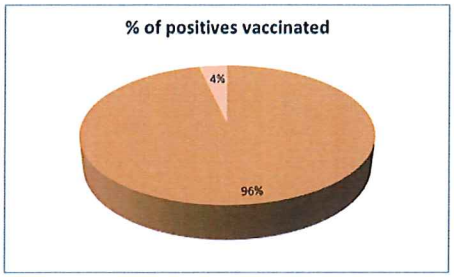


Is the vaccine working?

- Prior to Delta Variant, case numbers were plummeting where vaccine was used.
- Study of over 3,000 HCWs showed risk of infection was reduced by 90%.
- Study that compared ~600,000 vaccinated to ~600,000 unvaccinated people found:
  - 92% effective against infection
  - 94% effective against symptoms
  - 87% against hospitalizations
  - 92% against severe infections
  - 84% against death



June and July 2021



Complete Vaccination

Vaccine Info

- Health Department - Wednesday and Thursday from 12:00 to 4:00 (2nd doses on Tuesday)
  - 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)

Other Vaccine Info

- We don't see people dying from
  - Measles
  - Smallpox
  - polio
- Not experimental
- Plenty of evidence it is working
- Side effects

Mr. Madson said this is not just a job to me, I care about the people of this County. He said I got the shot to show the confidence I have in the shot, to show you my confidence in the shot. He said my children, I got them vaccinated because I take this seriously, the disease is a serious threat to them. He said I report the data to the County to try and show you how effective the vaccine is so I can only hope that these actions can convince the rest of you out there to please go out and get the vaccine.

Commissioner Richardson said of the new cases of the Covid, do you know about what percentage have not been vaccinated.

Mr. Madson said 96%.

Commissioner Richardson said so that's the 4% I'd heard the 4% and I just wanted the people to understand that 96% of the new cases are people who have not received the vaccine.

Commissioner Deatherage said I've been hearing some talk about possible boosters from some sources. He said are you hearing anything about boosters for people who have already been vaccinated and at what point in time might that become a reality.

Mr. Madson said yes, I do hear about the booster, that the conversation is not definite right now. He said when you get vaccinated against Hepatitis B it used to take three shots. He said it used to take three to really get the last kick over to lifetime or long-time immunity. He said so maybe the shot will be like that, but it could also be like tetanus shots which you only need every five years or ten years. He said I don't think you're going to see people needing the vaccine every year. He said I don't think you're going to see it get to that point so yeah, there's conversations about it but in order to really make that decision you're going to have to see what the immunologists are seeing and the vaccination people as they follow the course of the people, whoever it is that they're following. He said they've probably got 10,000 people and they're going to follow their blood level every month or however long to see when it peaks and how long it takes to wane down to a lower level. He said the answer to your question is yes, I'm hearing conversations about boosters. He said I don't have a clue about what that booster schedule is going to look like, but I do have confidence it won't be something you do every year.

Commissioner Deatherage said that information that you might be receiving or are receiving, is that information coming from a government agency and which government agency is it.

Mr. Madson said well most of the conversation I'm hearing is coming from the state. He said Zach Moore, he's an epidemiologist, he's fortunately I don't have to go through all of the research because he's going through it for me, but I've also done some article reading and stuff like that. He said so government source and academic source.

Commissioner Deatherage said do you feel more comfortable with the state source than, say, the CDC at this point.

Mr. Madson said I trust the CDC too. He said I'm not against the CDC's recommendation or anything like that. He said the CDC is made up of thousands of epidemiologists and other folks. He said I do trust the CDC.

Commissioner Deatherage said I trust it too, except for the political wing.

Commissioner Walker said what's the typical symptoms of a light case of Covid.

Mr. Madson said it may feel like hay fever or a tickle in the throat. He said that's pretty much a light case. He said some people have pretty good constitutions; other people may want to lay in bed all day.

Chairman Waters said just a family comment, my son who's 45 years old, he's in the Airforce stationed at a NATO base with a lot of international pilots coming in. He said he had the vaccine, and he had the Covid two weeks ago and he compared it to a sinus infection and was well in four days but was quarantined for ten.

Mr. Madson said you can still spread it so until we get a level of herd immunity we're still worried about spreading it to people that have not been vaccinated or even that 4% that didn't take. He said if there was enough exposure at least one or two would have bad results.

Storm Debris Removal Monitoring Contract

Mr. Carnie Hedgepeth said before you in your agenda book we have a state, a new state contract for storm debris that's been put out. He said we currently are under a storm debris contract with SDR. He said we're coming to the end of it. He said in our current contract, which ends in October we can either renew that contract for another year or seek a new contract. He said we were in the process of renewing that contract because we're happy with the work SDR is doing but the state has rolled out a new contract for both debris management and debris monitoring. He said so of that, we are before you tonight to request that we be able to go with the state contract. He said what you have before you are two different bids, or proposals for the state contract. He said they received bids back and they have essentially made a list of primary, secondary, and tertiary companies who will do both the debris removal and the monitoring. He said in the past we have not had monitoring in a contract, we've had to hire part-time employees to look after that. He said what this has done for us is we don't have to enter into a contract today. He said the state has the contract in place, when we have a storm we send a one-page request to proceed and we then go in contract with the primary, the secondary or the tertiary, in that order, contract to do these services. He said they have ten days to end up showing that they will have, 24 hours to show they will respond to our County and 10 days to get funds in place and then 180 days to have the complete project done. He said so it assists us. He said I'll give you an example of SDR. He said a couple of years ago we had a contract with them, we had a hurricane come in PLACE. He said SDR told us the government had changed the wording of some contracts to make it FEMA compliant. He said we had to change that, so we had to drop the contract, both sides agreed to drop the contract, we had to go out for bids again, all while the hurricane was upon us or just after that and then have the contracts updated. He said the state is going to keep those contracts updated to the correct version for any changes that could happen from the federal government. He said that's the big benefit we see with this contract. He said secondly it gives us debris monitoring, which we did not have before. He said we respectfully request that you approve us not continuing our contract with SDR and let this expire like normal, which would be October and to be able to use the state contracts that are available if we need those.

Commissioner Booth said the only thing I heard that didn't sound too good with this contract was you've got 180 days to clean up the debris and I remember the last time we had a hurricane some of that stuff was an eye sore, eye sickening for a long time. He said is there any way we can modify or ask them to do something less than 180 days.

Mr. Hedgepeth said so the 180 days is part of the state contract.

Commissioner Booth said I understand that.

Mr. Hedgepeth said so if we went with this process we would not but the 180 days, I just want to be clear, is that it will be completely cleaned up within 180 days.

Commissioner Booth said it could be completely cleaned up 179 days and last time it stayed in some of these communities, the debris stayed alongside the road for a long time, and I don't know what the reason was but if that's the best we can do that's the best we can do. He said I was just wondering is there anything we could do to rush it along.

Mr. Hedgepeth said in comparison to our last storm that we did have things that were left out, our last major storm, we weren't far off from the 180 days, having it cleaned up. He said in comparison that's what we're looking at. He said the storms don't just effect Beaufort County. He said if it does we can have it cleaned up in two weeks or a week. He said it's when it effects several counties and many states that those companies get spread out so that is a complication and I think that's what the 180 days are for. He said so I do not believe we have the option of changing that. He said that's under the state's voluntary program that if we go with their contract it is as it is written.

Commissioner Richardson said I have some concerns about this. He said right now, if we keep what we've got we've got one company that we're dealing with. He said it's us and them and we've got control of it. He said knowing how the department of transportation works is a great example. He said and knowing how government works and knowing how politics work and knowing how I have personally seen the Mitchell County line because it was republican and democrat on the other side, when you hit the county line there was 4" of ice on the republican side. He said now we're putting ourselves into a political pot, which we have no control over when we sign this contract because what you're going to be doing is you're going to be lobbying to get your county cleaned up. He said the rest of these counties are going to be lobbying to get their county cleaned up and I've been around politics long enough to know there's plenty of favoritism. He said I can't support this. He said we need to keep Beaufort County contracts with a provider who's going to do this because

we have control of that provider. He said if we enter this it's going to be a lot less work for County staff. He said they're not going to have to do anything but pick up a phone and call but you're going to be begging for service and you're not going to be happy with this because you're going to have a contractor, the way this thing is going to work is he's going to run to one county and he's going to work a day or two to keep them happy, then he's going to run over to another county and work a day or two to keep them happy and you're not going to be happy with this. He said we need to keep what we have because what we have is working. He said I'm not willing to put myself into a political pool with every county in the state, knowing how politics work in North Carolina.

Mr. Hedgepeth said if I could just add one thing to what the Commissioner said. He said there's really no less work for the County staff in this. He said we would still be completely responsible for overseeing that the project is taking place and doing the reimbursements like we did before. He said the only thing we wouldn't be doing is seeking the contract itself because it would be provided.

Commissioner Richardson said but we would be writing the check for all of this. He said nobody is going to be paying anything for us.

Mr. Hedgepeth said we would be doing all of that and seeking our own reimbursement for it.

Commissioner Richardson said so all we're doing is losing control of cleanup in the County if we get in the pool with the state contract and I'm not for that. He said that's not going to serve the people of Beaufort County.

Chairman Waters said did I understand that there's three different companies that we can choose from. He said I missed that.

Mr. Hedgepeth said the way it works is there's three classes, a primary, a secondary, and a tertiary. He said the way the contract is written is you must go with the primary unless the primary cannot come. He said if they were already committed and can't come you would have to go with the secondary and tertiary in that order.

Commissioner Rebholz said two questions, and one is in the long history of having debris cleanup, what is the average amount of time. He said is it 90 days.

Mr. Hedgepeth said I don't know that I could tell you. He said I can't tell you tonight an average date because it is storm specific, how big the storm is, how many other counties in the state have been affected.

Commissioner Rebholz said second question, is SDR in that pool.

Mr. Hedgepeth said yes, in fact they got the primary. He said it's the same company for us. He said SDR is the one for all debris removal.

Commissioner Rebholz said so if we chose to do our own contract we'd still be competing with the state then.

Commissioner Richardson said not really because the state would be a pool of, say North Carolina got hit by a hurricane, there's about 30 counties in that pool so you've got a state official sitting and saying where he's going to send who and what first. He said you don't have control of it whereas if you have a contract with SDR you say you're coming to us first, you're state contract is secondary as far as we're concerned, you've got control of it. He said when you get into this pool you're suddenly, you're in a political swim and that's what it's going to be, a political swim.

Commissioner Rebholz said what does the current contract give as a timeframe with SDR.

Mr. Hedgepeth said I think SDR has to put boots on the ground in the County, that's not necessarily cleaning up but their staff, a management staff has to be here within 10 days.

Commissioner Rebholz said so is there a timeframe for total cleanup in the current contract.

Mr. Hedgepeth they have to, yes, what it says is.

Mr. Alligood said he's talking about the current contract.

Mr. Hedgepeth said oh, could you ask the question again.

Commissioner Rebholz said it's 180 days in the state contract, what is that in the current contract.

Mr. Hedgepeth said there's not a maximum day in our current contract I don't believe. He said I'd have to go back and look.

Commissioner Rebholz said so the only way to control it would be to put in something that had a shorter timeframe than 180 days, otherwise they're going to go to the state and the state is going to tell them where to go.

Commissioner Richardson said the state is going to tell them where to go anyway, even if you put a shorter time in there. He said the state is going to look at you and say so and so, we decided such and such and that's going to be it. He said a contract between Beaufort County and a provider is the only safety in this thing.

Commissioner Rebholz said it would have to be somebody besides the three contractors that are in the state thing then.

Commissioner Richardson said it could be that one from South Carolina that's doing that. He said he just has to come here first.

Commissioner Rebholz said he's not going to come here first, he's serious about this.

Commissioner Richardson said he has a contract, and he will fulfill his contract. He said he's always fulfilled his contract. He said you can't say he's not going to fulfill his contract.

Commissioner Rebholz said well he's not going to accept a contract that says he's got to come here before he does anybody else.

Commissioner Richardson said there's other providers out there, he's not the only one in the world.
Mr. Hedgepeth said if I could just say something about SDR themselves, they're not just an eastern provider, they're a national provider and there's nine different regions broken up in the state and they won every one of those regions. He said where that was not the case on the monitoring. He said there were several companies to get that so they're a very reputable company and either way we believe SDR is the company that's going to come in the County.

Mr. Alligood said Mr. Chairman, real quick, this also gives us a secondary and a tertiary contractor to pick up if we have an issue. He said currently, under our existing contract if SDR can't get here, if they're tied up with something else they'll get here when they get here. He said this at least gives us the opportunity to move to a secondary contractor and then a tertiary contractor. He said the second piece of this is the contract was written by the folks at the Department of Public Safety in consultation with FEMA, so we're essentially guaranteed well be reimbursed on that, based on that. He said we had, like Mr. Hedgepeth said, we had to re-write our agreement. He said those changes were concerning to us, we want to make sure those are right. He said we want to push that back on the state to make sure that it is right. He said SDR has been a good company for us, we have some strong contacts with them, and I believe they'll do a good job for us, and I believe this is an opportunity for us to put a contract in place that provides us some additional backup.

Commissioner Richardson said the state is going to be making those decisions. He said some bureaucrat that we don't even know is going to be making those decisions. He said with the system that we have now we're making those decisions. He said we need to keep it that way.

Commissioner Rebholz said that's not going to happen now with a state contract.

Commissioner Richardson said it is going to happen with a state contract. He said some bureaucrat somewhere is going to be making your decision, that's the way it works.

Chairman Waters said just for the publics information one of the sheets is in there twice. He said where they forecast the amount of debris for Beaufort County, it's 795,000 cubic yards. He said that's a big number and I guess if you divided that by maybe 20. He said they've got dual trailers that they use to haul it off.

Mr. Hedgepeth said usually it's 15 to 20 is what they're hauling out of town.

Mr. Alligood said Mr. Chairman, with that sometimes they're bringing their equipment but more than likely you will not see those national contractors lugging their equipment in here. He said they will be working with local contractors, they'll be hiring local folks and working with local folks. He said they just can't afford to move from here to there. He said that's what happened last time with SDR. He said they entered contracts with local providers, local haulers and they managed those and made sure they were within our specs.

Chairman Waters said I would assume, if they're nationwide and a big event happens in eastern North Carolina they're going to bring them in from other states to be able to do that.

Motion: Vice-Chairman Langley motioned to approve letting the current contract expire and signing on to the State contract once the current one expires. Commissioner Walker seconded.

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

See Addendum 2

Purchase "For Sale" sign for Chocowinity Industrial Park

Mr. Martyn Johnson said in the last tropical storm the debris from Elsa was the for-sale sign at the industrial park in Chocowinity. He said we got a price for that from Hudson Signs to replace it, $970.00. He said $850.00 to replace it and $120.00 for installation. He said so basically I come before you tonight to ask you to take some funds from the general fund to purchase that sign and have it installed.

Commissioner Deatherage said don't you all have petty cash for $950.00.

Ms. Radcliffe said no.

Mr. Johnson said it is not in my budget, no. He said I do not have funds to use on the industrial park.

Commissioner Richardson said well, I've been around for a while and bringing in a peanut like this for approval is a waste of our time and the funds are in the budget. He said it's the old hat trick, let's see you find it, it's in there so this is just a shame to increase your budget and I'm not voting for it because of that.

Mr. Johnson said the money is not in the budget. He said I am very specific with everything that I put in the budget when you ask me to put together a budget every year. He said this was an item that maybe I overlooked and maybe should've been in there, but it definitely isn't in there and the money, I request from you is what I need for the year.

Commissioner Richardson said don't you have budget variances. He said are you exactly 100% to the exact penny on your budget.

Mr. Johnson said that is what I try to do. He said at the end of the year I have variances, yes but it's under every year. He said every year I try to be under my budget. He said I don't try to spend excess money, but I don't know that until the end of the year.

Commissioner Richardson said Mr. Johnson that's what we're paying you for, to manage.

Mr. Johnson said I know, I am managing.

Motion: Commissioner Booth motioned to approve spending $970.00 of general fund money to replace the sign at Chocowinity Industrial Park. Commissioner Rebholz seconded.

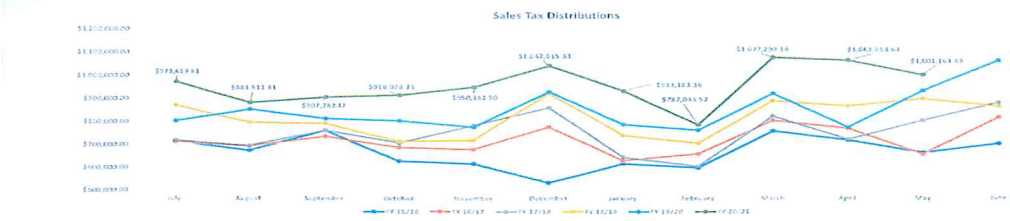
Yes Vote	**No Vote**
Chairman Waters	Commissioner Deatherage
Vice-Chairman Langley	Commissioner Richardson
Commissioner Booth	
Commissioner Rebholz	
Commissioner Walker	

Finance Report

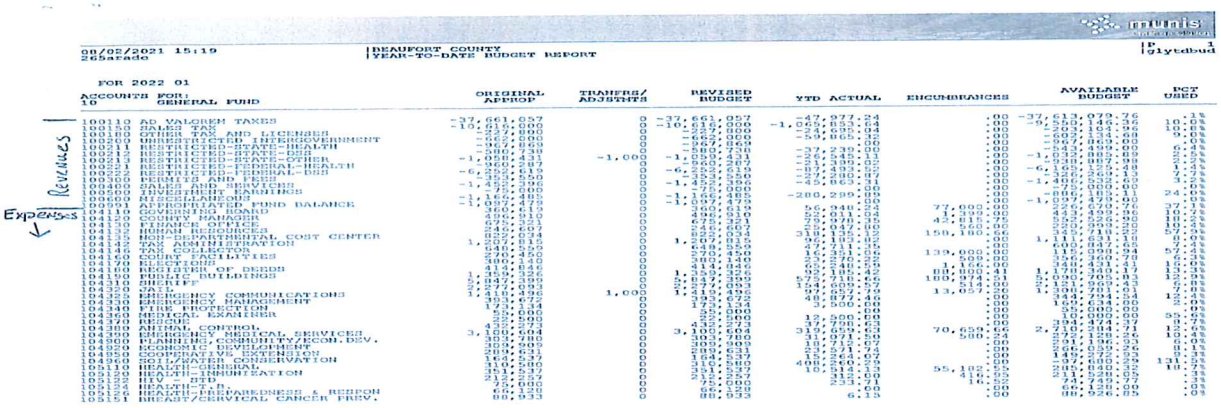
Ms. Anita Radcliffe said you have two handouts at your desk there. She said one of them is the sales tax distribution and the other is a summary of revenues and expenditures. She said we can talk about the sales tax first.

Sales Tax Distributions

Sales Month	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	
July	$ 718,388.11	$ 713,975.87	$ 719,967.21	$ 870,925.51	$ 804,652.23	$ 973,619.83	
August	$ 675,839.04	$ 694,327.92	$ 697,155.16	$ 796,311.30	$ 854,426.57	$ 883,511.81	
September	$ 763,528.66	$ 735,415.92	$ 763,863.26	$ 792,899.77	$ 814,733.86	$ 907,282.47	
October	$ 629,427.53	$ 687,368.97	$ 709,056.75	$ 715,900.12	$ 803,683.75	$ 916,076.35	
November	$ 617,288.99	$ 678,662.71	$ 784,994.00	$ 719,319.88	$ 777,598.60	$ 950,382.50	
December	$ 514,842.06	$ 776,283.51	$ 861,236.00	$ 921,986.60	$ 930,297.04	$ 1,042,615.33	
January	$ 617,218.34	$ 630,087.18	$ 646,139.74	$ 740,157.36	$ 788,529.34	$ 933,183.36	
February	$ 600,124.63	$ 658,948.75	$ 696,233.88	$ 705,795.83	$ 764,137.44	$ 787,045.57	
March	$ 759,504.19	$ 803,631.29	$ 824,136.16	$ 889,127.85	$ 921,933.13	$ 1,077,299.18	
April	$ 720,789.64	$ 770,625.14	$ 723,909.18	$ 867,118.48	$ 776,230.67	$ 1,065,853.64	
May	$ 693,795.97	$ 656,305.73	$ 804,783.81	$ 897,173.25	$ 933,146.42	$ 1,001,164.88	
June	$ 702,626.17	$ 815,681.04	$ 880,628.58	$ 863,478.38	$ 1,062,286.33		
Totals	$ 8,603,573.33	$ 8,621,314.53	$ 9,022,107.73	$ 9,779,294.33	$ 10,232,655.38	$ 10,538,034.92	
						$ 11,496,038	Annualized
Increase from prior yr.		$ 617,741.20	$ 400,793.20	$ 757,186.60	$ 453,361.05	$ 1,263,380.71	
% Increase from prior yr.		7.7%	4.6%	8.4%	4.6%	12.3%	



She said we did receive word today on the May sales that we'll receive later in this month. She said you'll see that in the very last column at the top, go down to May, they're $1,001,164.00. She said so this is the third consecutive month and the fourth time in fiscal year 20/21 that we had a sales tax distribution in excess of $1 million. She said if you look at the graph, historically we would expect our last distribution from last fiscal year to be even a little higher than that. She said typically it is if you look at historics. She said I did want to give you a number on where I do believe we'll end up for last year on sales tax so if you'll go just below that total for the fiscal year, the last column, the annualized number is about $11.5 million. She said I think that will be about our estimated collection for sales tax for the prior year and also wanted to show you, because there was a little bit of questions at the last meeting about budgeting revenues, I did want to show you some trends and historics on our sales tax year over year for the last several years. She said you can see there, you know, it's anywhere between $400,000, $500,00 or $600,000, typically a year is our growth, or about 6% on average. She said then you can see during Covid, instead of it going down drastically, like we budgeted and anticipated it actually doubled. She said we had a 12.3% on growth amount from last year on our sales tax. She said next just a quick glance at the revenues and expenses on the next two sheets there:



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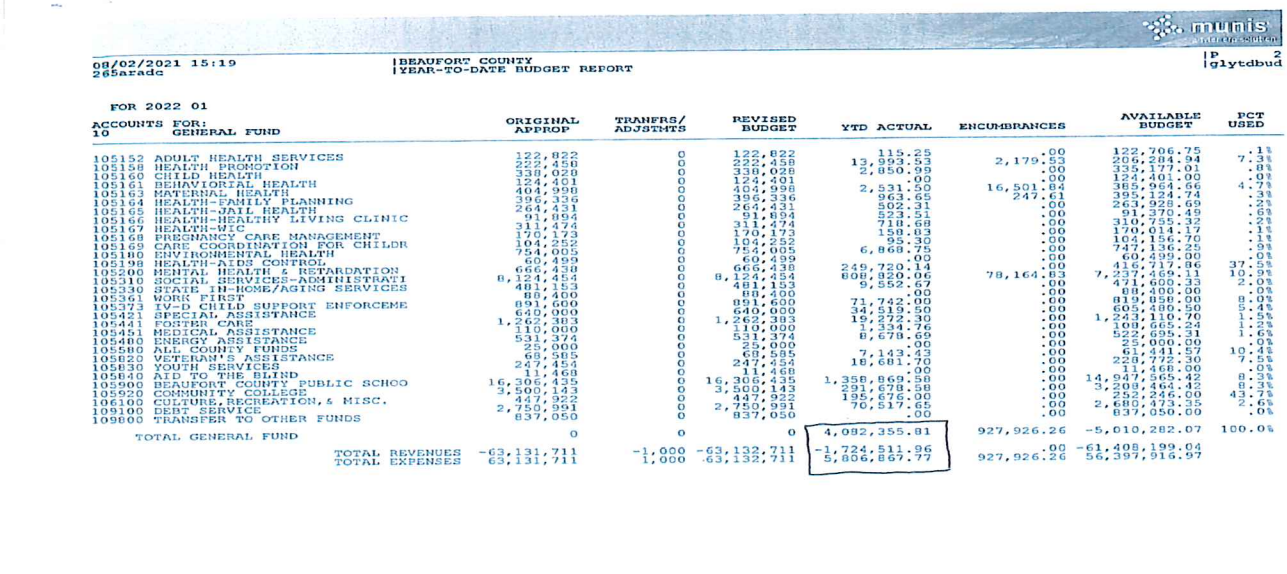
FOR 2022 01

ACCOUNTS FOR: 10 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
100110	AD VALOREM TAXES	-37,661,057	0	-37,661,057	-47,877.24	.00	-37,613,079.76	.1%
100150	SALES TAX	-10,616,000	0	-10,616,000	-1,055,853.64	.00	-9,560,146.36	10.0%
100200	PERMITS, FEES AND LICENSES	-527,000	0	-527,000	-24,696.04	.00	-503,303.96	4.8%
100201	UNRESTRICTED INTERGOVERNMENT	-567,000	0	-567,000	-59,870.15	.00	-507,129.85	10.6%
100211	RESTRICTED-STATE-HEALTH	-967,869	0	-967,869	.00	.00	-967,869.00	.0%
100212	RESTRICTED-STATE-DSS	-600,704	0	-600,704	-37,239.13	.00	-563,464.87	6.2%
100213	RESTRICTED-STATE-OTHER	-1,068,431	-1,000	-1,069,431	-36,545.11	.00	-1,032,885.89	3.4%
100221	RESTRICTED-FEDERAL-HEALTH	-967,207	0	-967,207	-31,308.02	.00	-935,898.98	3.2%
100222	RESTRICTED-FEDERAL-DSS	-6,352,813	0	-6,352,813	-317,480.87	.00	-6,035,332.13	5.0%
100230	REIMBSTS AND FEES	-1,452,306	0	-1,452,306	-25,891.07	.00	-1,426,414.93	1.8%
100400	SALES AND SERVICES	-1,452,306	0	-1,452,306	.00	.00	-1,452,306.00	.0%
100450	INVESTMENT EARNINGS	-775,000	0	-775,000	.00	.00	-775,000.00	.0%
100600	MISCELLANEOUS	-1,167,485	0	-1,167,485	-280,299.00	.00	-887,186.00	24.0%
100991	APPROPRIATED FUND BALANCE	-1,097,470	0	-1,097,470	.00	.00	-1,097,470.00	.0%
104110	GOVERNING BOARD	434,619	0	434,619	56,940.24	77,000.00	300,678.76	30.8%
104120	COUNTY MANAGER	496,910	0	496,910	52,611.54	1,309.00	443,459.46	10.7%
104130	FINANCIAL OPERATIONS	675,321	0	675,321	59,970.35	42,815.75	572,534.90	15.2%
104135	HUMAN RESOURCES	249,607	0	249,607	28,047.80	1,560.00	220,001.20	11.8%
104136	RISK MGT-PARTNERS COST CENTER	622,034	0	622,034	3,138.15	150,160.66	468,735.19	24.6%
104142	TAX ADMINISTRATION	1,267,815	0	1,267,815	96,103.92	.00	1,171,711.08	7.6%
104145	TAX COLLECTION	645,559	0	645,559	27,711.74	.00	617,847.26	4.3%
104160	COURT FACILITIES	270,450	0	270,450	16,778.95	139,000.00	114,671.05	57.6%
104170	ELECTIONS	380,140	0	380,140	24,379.22	.00	355,760.78	6.3%
104180	REGISTER OF DEEDS	413,846	0	413,846	42,405.96	1,166.00	370,274.04	10.5%
104190	PUBLIC BUILDINGS	1,141,326	0	1,141,326	92,180.42	88,809.41	960,336.17	15.9%
104310	SHERIFF	7,497,399	0	7,497,399	575,716.66	188,974.51	6,732,708.83	10.2%
104320	JAIL	2,947,693	0	2,947,693	134,609.57	1,314.00	2,811,769.43	4.8%
104325	EMERGENCY COMMUNICATIONS	1,317,496	1,000	1,318,496	97,914.00	13,053.00	1,207,529.00	8.4%
104330	EMERGENCY MANAGEMENT	393,677	0	393,677	49,872.46	.00	343,734.54	12.7%
104340	FIRE PROTECTION	173,134	0	173,134	3,506.66	.00	169,627.34	2.0%
104345	MUTUAL ENGINEER	35,000	0	35,000	.00	.00	35,000.00	.0%
104350	RESCUE	59,000	0	59,000	12,600.00	.00	46,400.00	21.4%
104360	ANIMAL CONTROL	436,273	0	436,273	57,700.53	.00	378,572.47	13.2%
104365	EMERGENCY MEDICAL SERVICES	3,160,604	0	3,160,604	310,709.71	70,658.00	2,779,236.29	12.0%
104900	PLANNING, COMMUNITY/ECON.DEV.	383,780	0	383,780	31,973.69	586.00	351,220.31	8.5%
104910	ECONOMIC DEVELOPMENT	304,252	0	304,252	13,057.74	.00	291,194.26	4.3%
104950	COOPERATIVE EXTENSION	269,631	0	269,631	20,733.26	.00	248,897.74	7.7%
104960	SOIL/WATER CONSERVATION	160,533	0	160,533	15,264.07	.00	145,268.93	9.5%
105110	HEALTH-GENERAL	3,407,760	0	3,407,760	408,460.00	.00	-97,600.25	131.5%
105120	HEALTH-IMMUNIZATION	357,537	0	357,537	10,912.13	55,102.55	291,522.32	18.5%
105122	HIV - STD	315,257	0	315,257	416.95	1,811.52	313,028.53	.7%
105125	HEALTH-T.B.	75,000	0	75,000	233.71	14.52	74,749.77	.3%
105126	HEALTH/PREPAREDNESS & RESPON	80,529	0	80,529	6.29	.00	80,523.09	.0%
105151	BREAST/CERVICAL CANCER PREV.	88,933	0	88,933	6.15	.00	88,926.85	.0%

Revenues

Expenses

Ms. Radcliffe said this, of course, is for July. She said we're only one month into the fiscal year so not a lot to report there. She said you can see the first revenue there is ad valorem tax collection. She said go over to the fourth column, your actual collections for July are only $48,000 but that would be for the previous year's levies, where delinquents are still coming in and paying. She said bills for the 2021 levy have not gone out yet. She said I'm hearing they're supposed to go out in the next couple of weeks, hopefully. She said so that will be good, we'll start seeing our tax revenues start to roll in even though they go out in August people still don't typically pay until November, December and then that first week in January when the penalties are applied on January 6th. She said expense side there are no real variances to report for you there. She said you can go down to about the fifth one from the bottom on the first page and you'll see that negative available budget for the Health-General budget and that's just a really an accounting thing where the payroll all gets expensed to one department, and we have to do an entry to fix that and allocate it to the other divisions so that's not a real number yet because we have to do a little work with that. She said then, on the back page I've circled a couple of numbers at the bottom.



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FOR 2022 01

ACCOUNTS FOR: 10 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
105152	ADULT HEALTH SERVICES	122,822	0	122,822	115.25	.00	122,706.75	.1%
105158	HEALTH PROMOTION	222,458	0	222,458	13,993.53	2,179.53	206,284.94	7.3%
105160	CHILD HEALTH	338,028	0	338,028	2,850.99	.00	335,177.01	.8%
105161	BEHAVIORIAL HEALTH	124,401	0	124,401	.00	.00	124,401.00	.0%
105163	MATERNAL HEALTH	404,998	0	404,998	2,531.50	16,501.84	385,964.66	4.7%
105164	HEALTH-FAMILY PLANNING	396,336	0	396,336	963.65	247.61	395,124.74	.3%
105165	HEALTH-JAIL HEALTH	264,431	0	264,431	502.31	.00	263,928.69	.2%
105166	HEALTH-HEALTHY LIVING CLINIC	91,894	0	91,894	523.51	.00	91,370.49	.6%
105167	HEALTH-WIC	311,474	0	311,474	718.68	.00	310,755.32	.2%
105168	PREGNANCY CARE MANAGEMENT	170,173	0	170,173	158.83	.00	170,014.17	.1%
105169	CARE COORDINATION FOR CHILDR	104,252	0	104,252	95.30	.00	104,156.70	.1%
105180	ENVIRONMENTAL HEALTH	754,005	0	754,005	6,868.75	.00	747,136.25	.9%
105198	HEALTH-AIDS CONTROL	60,499	0	60,499	.00	.00	60,499.00	.0%
105200	MENTAL HEALTH & RETARDATION	666,438	0	666,438	249,720.14	.00	416,717.86	37.5%
105310	SOCIAL SERVICES-ADMINISTRATI	8,124,454	0	8,124,454	808,820.06	78,164.83	7,237,469.11	10.9%
105330	STATE IN-HOME/AGING SERVICES	481,153	0	481,153	9,552.67	.00	471,600.33	2.0%
105361	WORK FIRST	88,400	0	88,400	.00	.00	88,400.00	.0%
105373	IV-D CHILD SUPPORT ENFORCEME	891,600	0	891,600	71,742.00	.00	819,858.00	8.0%
105421	SPECIAL ASSISTANCE	640,000	0	640,000	34,519.50	.00	605,480.50	5.4%
105441	FOSTER CARE	1,262,383	0	1,262,383	19,272.30	.00	1,243,110.70	1.5%
105451	MEDICAL ASSISTANCE	110,000	0	110,000	1,334.76	.00	108,665.24	1.2%
105480	ENERGY ASSISTANCE	531,374	0	531,374	8,678.69	.00	522,695.31	1.6%
105580	ALL COUNTY FUNDS	25,000	0	25,000	.00	.00	25,000.00	.0%
105820	VETERAN'S ASSISTANCE	68,585	0	68,585	7,143.43	.00	61,441.57	10.4%
105830	YOUTH SERVICES	247,454	0	247,454	18,681.70	.00	228,772.30	7.5%
105840	AID TO THE BLIND	11,468	0	11,468	.00	.00	11,468.00	.0%
105900	BEAUFORT COUNTY PUBLIC SCHOO	16,306,435	0	16,306,435	1,358,869.58	.00	14,947,565.42	8.3%
105920	COMMUNITY COLLEGE	3,500,143	0	3,500,143	291,678.58	.00	3,208,464.42	8.3%
106100	CULTURE, RECREATION, & MISC.	447,922	0	447,922	195,676.00	.00	252,246.00	43.7%
109100	DEBT SERVICE	2,750,991	0	2,750,991	70,517.65	.00	2,680,473.35	2.6%
109800	TRANSFER TO OTHER FUNDS	837,050	0	837,050	.00	.00	837,050.00	.0%
	TOTAL GENERAL FUND	0	0	0	4,092,355.81	927,926.26	-5,010,282.07	100.0%
	TOTAL REVENUES	-63,131,711	-1,000	-63,132,711	-1,724,511.96	.00	-61,408,199.04	
	TOTAL EXPENSES	63,131,711	1,000	63,132,711	5,806,867.77	927,926.26	56,397,916.97	

Ms. Radcliffe said just because revenue shows a minus they're definitely not in the negative. She said that just indicates it's a credit, it's an accounting thing so July revenues are $1.72 million. She said the July expenses are $5.8 million. She

said the difference is $4.082 million just above that. She said so what this demonstrates to you is you know how we talk about the necessity for a general fund balance and one of the reasons we want to have a healthy fund balance is for cash flow and this really demonstrates that well. She said we had expenses of $5.8 million, we only took in revenue of $1.7 million in July so we relied on our fund balance for over $4 million in July to float us through the months until we can start collecting that tax revenue in November and December.

Chairman Waters said do you mind tracking that number. He said this is for the month of July, right, so this is for the first month.

Mr. Radcliffe said you mean the cash flow usage.

Chairman Waters said yes, that $4 million, if you can track it each month because that came up during the budget workshop.

Ms. Radcliffe said right, will do.

American Rescue Plan Act Funds Ordinance

Ms. Radcliffe said this is basically a correction on how we budgeted the ARPA funding, and this is based on additional guidance that you have in your book that came from the Local Government Commission. She said on page 360. She said they highly recommend that we put these revenues in a special revenue fund and back in June I placed them in the general fund, so this action just reverses it out of the general fund and places it in that special revenue fund, as directed by the Local Government Commission.

Motion: Commissioner Rebholz motioned to approve the budget ordinance and budget amendment. Vice-Chairman Langley seconded. The vote was unanimous.

See Addendum 3

Electronic Sale of Surplus and Personal Property

Ms. Mosher said staff is asking for approval to be allowed to sell real and person property electronically, mostly through GoveDeals.Com. She said I've provided some information on how they do their sales. She said this does not stop us from doing it through the old version, but it does give us a much wider audience on property sales and surplus and things like that. She said just about every county in the state uses them in one manner or another.

Commissioner Richardson said who is hands on in running this and making this work.

Ms. Mosher said that would be me. She said I actually have a representative at GoveDeals.com who I can talk with, they'll help me set up the ads, talk me through it and I can also contact them if there's an issue.

Commissioner Richardson said so if we approve the disposal of surplus property you would take it and put it on the website.

Ms. Mosher said yes sir, I would monitor that personally.

Commissioner Richardson said how and where do people see the property in these things.

Ms. Mosher said there's a search engine on it. She said you can put in what you're looking for, but they also do marketing, especially with the bigger properties.

Commissioner Richardson said properties I'm not concerned about. He said I'm more interested in a batch of computers for sale or cars for sale.

Ms. Mosher said people go in and the way that you can look on the search engine is you can put in specifically what you're looking for or you can look in a certain area. She said I know cars get a lot of traffic.

Commissioner Richardson said that's the search but say I've found a car that I'm interested in, who do they contact and how do they get to inspect the car before I make an offer.

Ms. Mosher said they can actually, Holly Jones, who is our purchasing officer actually does the vehicles and those kinds of things and they will and can contact her, our emails are on there.

Commissioner Richardson said she has them in a place where they can come see.

Ms. Mosher said yes sir. She said we do sell everything as is, just to clarify. She said we don't make any repairs or guarantees at all.

Motion: Commissioner Rebholz motioned to approve the sale of real or personal property electronically. Vice-Chairman Langley seconded. The vote was unanimous.

See Addendum 4

County Website Design

Mr. Alligood said this is the item you had on the agenda last meeting and there were some questions that were asked of the County Attorney. He said it's my understanding that all information that was requested has been provided. He said I know I provided information to the Board and the County Attorney provided information to the Board so we have this back on the agenda for your consideration and we would make the same recommendation, that you allow us to move forward.

Commissioner Richardson said I have a couple of questions before we get into this. He said one of them has to do with why do we need to change the website. He said what are the problems with the website.

Mr. Alligood said the reason we put this out to bid is because the Board voted 6 to 0 on October 5, 2020, to do this.

Commissioner Richardson said but the Board didn't specify any reasons for doing this.

Mr. Alligood said we were directed by the Board to put it out for bid, so we put it out for bid.

Commissioner Richardson said what I'm getting at is there really a need to do this.

Mr. Alligood said the Board thought there was and we as staff take that under, we do what you say.

Commissioner Richardson said is anybody on the Board can tell me what the defects are.

Chairman Waters said for one thing the contract was expiring.

Commissioner Richardson said that's not a defect.

Chairman Waters said that was the reason it was on the agenda; it was coming up for expiration, so we put it out for bids.

Commissioner Richardson said but what are the problems with the website that we need to spend all this money to fix.

Commissioner Rebholz said I don't think that's the point. He said there was no discussion regarding that. He said my recollection was the contract was up, Commissioner Deatherage was in favor of going out for bid, so we just approved going out for bid.

Commissioner Richardson said but again, as a Commissioner with fiduciary responsibility, if it doesn't need fixing my question to the Board is why are we fixing it.

Commissioner Rebholz said because you still had to go out for bid.

Commissioner Richardson said we didn't have to go out for a bid. He said you just renew the old contract and keep right on going.

Mr. Alligood said Mr. Chairman, I think the other matter was it, according to the County Attorney it can't be continued the way it is.

Commissioner Richardson said okay, let's go to that issue then. He said as the County Attorney you have produced your opinion piece as to why Commissioner Deatherage can't continue to provide this service, in writing.

Mr. Francisco said is that a question.

Commissioner Richardson said that's a question, yeah.

Mr. Francisco said have I done that, yes I did.

Commissioner Richardson said that was presented in the email on what date. He said can you identify the document.

Mr. Francisco said I didn't bring my file. He said I didn't think we would be doing this tonight.

Commissioner Richardson said we asked you at the last meeting to produce it in writing.

Chairman Waters said it was. He said it was in an email.

Commissioner Richardson said is this the email you sent to the Commissioners.

Mr. Francisco said yes.

Commissioner Deatherage said is it the one that says memorandum at the top.

Mr. Francisco said did you see it. He said I sent you a copy.

Commissioner Richardson said we're just trying to identify the document. He said how can you identify the document that is your legal opinion that Commissioner Deatherage can't continue with this.

Mr. Francisco said there were several things in what I sent you. He said one of which was that he was receiving payment on something and had a contract on something that put him in violation of the law.

Commissioner Richardson said it's your opinion that he's in violation of the law, is that correct.

Mr. Francisco said correct.

Commissioner Richardson said that's in the email that you sent out that Commissioner Deatherage is violating the law.

Mr. Francisco said the Hyde County case, the court of appeals, yes.

Commissioner Richardson said what law is that.

Mr. Francisco said North Carolina law.

Commissioner Richardson said which one. He said which general statute is he violating.

Mr. Francisco said I don't know off the top of my head. He said it's in Chapter 14, criminal laws.

Commissioner Richardson said criminal laws, but there's a general statute that says if the population is less, any city is less than 15,000 and gives some stipulations that Commissioner Deatherage is in, how is he violating criminal law.

Mr. Francisco said it doesn't apply in his case and I pointed that out in my memo to you too.

Commissioner Richardson said the criminal law doesn't apply in this case.

Mr. Francisco said the criminal law applies; the exception does not apply.

Commissioner Richardson said okay, the exception does not apply to Commissioner Deatherage, but the criminal law does apply to Commissioner Deatherage.

Mr. Francisco said yes.

Commissioner Richardson said okay, thank you.

Commissioner Rebholz said the email was dated 6/17 and it went to all of us, in terms of Mr. Francisco's opinion.

Commissioner Richardson said is that the email we're talking about.

Commissioner Deatherage said it couldn't be, there's no way that it could be.

Mr. Alligood said Mr. Chairman, I've pulled my emails up real quick. He said there's an email from the County Attorney to the Board on July 9th. He said the subject matter is Bid for Website-Deatherage and it says I'm attaching a memorandum of conflict of interest matter involving Commissioner Deatherage.

Commissioner Deatherage said is that the email that you assert is your opinion.

Mr. Francisco said I believe it is.

Commissioner Deatherage said I need to know for sure.

Mr. Francisco said this is not even on the agenda tonight. He said I would have brought it. He said I don't keep all that information up here so I'm telling you what it is and he's telling you what it was.

Commissioner Deatherage said so you agree that is the email.

Mr. Francisco said I think that's it.

Commissioner Deatherage said you think so.

Mr. Francisco said I think so.

Vice-Chairman Langley said are you going to do this every week.

Commissioner Deatherage said this is important.

Vice-Chairman Langley said it's strictly important to you.

Commissioner Richardson said if it's important to the County it's important to the Board.

Vice-Chairman Langley said no, no. He said you all are taking your private stuff and putting it on display here and we don't have time for it. He said we're going to do the whole county's business, not just Commissioner Richardson and Commissioner Deatherage's.

Commissioner Richardson said let's put it this way, this Board can't give a reason why they want to dissolve this existing contract and do a new contract other than to accuse Commissioner Deatherage of being a criminal. He said is that correct.

Commissioner Booth said no, that's not correct.

Commissioner Richardson said well tell us what is correct.

Commissioner Booth said to tell you what is correct, I don't know what this Board did, but Edwin Ernhart Booth did not accuse Commissioner Deatherage of being a criminal, so you've got to go back and regroup that. He said have I ever accused you of being a criminal.

Commissioner Deatherage said no.

Commissioner Richardson said your mouthpiece did.

Commissioner Booth said so you did then because he's yours too.

Commissioner Deatherage said I think it's important we do the business of the people properly.

Chairman Waters said gentlemen, we had a discussion last time, we've heard from the attorney, it's on the agenda.

Commissioner Deatherage said yes, it is on the agenda.

Chairman Waters said it's on the agenda for a vote and I'm assuming that you want us to vote to excuse you.

Commissioner Deatherage said we can't do that.

Commissioner Richardson said he's not a part of it.

Chairman Waters said that's right, you're not, so you can vote on it. He said you can vote on it.

Commissioner Richardson said he's not being considered for the contract, he can vote.

Chairman Waters said that's right, I apologize.

Commissioner Deatherage said is it my time to speak.

Chairman Waters said yes, you've got the floor.

Commissioner Deatherage said since this all started with an opinion from Freda Bluestein I still haven't gotten a copy of that opinion from Freda Bluestein.

Mr. Alligood said I have sent you the emails I got from her. He said you still have not sent me the emails you said you got from her.

Commissioner Deatherage said I sent you that email on October 6th. He said it says the law generally prohibits, this is from Freda, from having a contract with a unit of the government, as you know there is an exception for small counties. He said this is her telling me, I'm not asking. He said I told her this is a very political situation, it's politically charged, you're walking into a minefield, this is what she said, if the requirements for the exception still apply no city or county larger than 15,000 and the contract above $40,000 within a 12-month period you're probably okay. He read I think it would be appropriate for the Board to adopt a special resolution, required under that statute to make sur that the Board approves of

the continuation of the contract under the exception. He said that would be the bid process. He said now, I didn't get it. He said did you send it to Stan@BeaufortCountyNow or did you send it to my government address because I haven't seen it either way.

Mr. Alligood said no sir, I sent it to your government address, and I sent it to every County Commissioner. He said you are included in that.

Commissioner Deatherage said can you tell me what date you sent that.

Mr. Alligood said no I can't. He said I only deal with Beaufort County addresses. He said I don't send to other addresses.

Commissioner Deatherage said well, you know, my business address is my business address, and it depends on which hat I'm wearing. He said if I'm being told as a County Commissioner that there's a problem then that's one thing. He said if I'm being told as Stan Deatherage, a vendor, that's a different issue all together and that should go to my business email.

Mr. Alligood said and Commissioner Deatherage, that is the issue right there, the conflict.

Commissioner Deatherage said well this came up just six days after the bid was submitted that I was 40% of the guy you really want to use.

Mr. Alligood said the request was made by the Board.

Commissioner Deatherage said I think you guys have had long enough and the School of Government has had long enough, giving me three different opinions from the School of Government and you, your staff, the attorney, these Commissioners have had years to decide if I had a conflict or not and it just happens, by timing, six days after the bids come in, I have a conflict, oh, I'm 40% of the lowest bid. He said I think it's a political situation. He said this is not a governing situation, this is not a business situation, it's a political situation. He said now you Commissioners, like Vice-Chairman Langley alluded to, he wants to do the business of all people, which means we just do the business that's important to him. He said you guys can make this decision right now. He said you can say right now, Stan, we don't want to do business with you. He said you don't have to say it's a conflict of interest. He said this is a tortured opinion coming from this attorney, but it came from him, and it has become the news of the day, and this gives you the out to do this. He said you can do it from a political standpoint. He said you can say we love the guys from Manhattan Kansas, so what it's three times the money for the people of Beaufort County, we want a change. He said you can just say that and then you've got to live with it but let's not say it's a conflict of interest when we really haven't gotten a suitable opinion from our attorney or the Manager, who keeps sending me the Freda Bluestein opinion. He said and I want something to go to the Attorney General and find out what he says because the general statute is the general statute. He said it is written by our general assembly. He said I take that to be sacrosanct in the bid process and I expect that to be the last word and it needs to come from the attorney general. He said now you guys can do whatever you want tonight but we are still going to go and look and find out what is true in that respect.

Commissioner Rebholz said that's the general statute.

Commissioner Deatherage said I've got the general statute, I've read it.

Commissioner Rebholz said you've got to read the whole thing though.

Commissioner Deatherage said I've read the whole thing.

Motion: Vice-Chairman Langley motioned to approve the contract with CivicPlus. Commissioner Booth seconded.

Commissioner Deatherage said I'm not going to vote.

Commissioner Richardson said you need to ask permission not to vote. He said if you're not going to vote.

Commissioner Deatherage said I don't think I should vote. He said I've never voted on the making of money or not making money. He said I was told by the School of Government three times, and you have a small county exemption Commissioner Deatherage but do not vote and I'm not going to vote. He said I don't want any perception of a conflict of interest so I'm not going to vote.

Motion: Commissioner Deatherage motioned to be excused from voting. Commissioner Richardson seconded.

Chairman Waters said does this require a unanimous decision by the Board to excuse him.

Commissioner Richardson said no.

Chairman Waters said it does not, okay, just the majority.

Mr. Alligood said Mr. Chairman, just from the standpoint of if you have a conflict I think Commissioner Richardson said at the beginning of this that Commissioner Deatherage is not on this so he does not have a conflict now so he has an obligation to vote under the statute unless you excuse him for a conflict and if you determine there's a conflict, I'm not sure he has a conflict if he's not on this item but that's for the Board to decide.

Chairman Waters said okay, we have a motion and a second.

Commissioner Richardson said we're voting on what here now.

Chairman Waters said we're voting to excuse, recuse Commissioner Deatherage.

Commissioner Booth said so what is the conflict.

Chairman Waters said that's open for your interpretation. He said according to the County Manager there is no conflict.

Motion: Commissioner Deatherage motioned to be excused from voting. 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 not voting for it. He said once again, I want to see local dollars stay in Beaufort County. He said this isn't in the city or the County, it's not even in the state, it's going to Kansas so I'm not voting for it. He said whether Commissioner Deatherage does it or not I'd like to see local people participating.

Commissioner Richardson said I have a reason to when you're ready.

Chairman Waters said you want to go ahead and comment.

Commissioner Richardson said I'd just like to say the people who are being awarded the contract are charging three times what Commissioner Deatherage has volunteered to continue providing the service for and he got this contract when he was not a Commissioner and bid on the work. He said this Board has shown no reason for changing the present system. He said nobody has stated a defect in the present system that Commissioner Deatherage has provided so I'm voting against it.

Chairman Waters said I'm voting for it because of the fact that we put it out for bids, and it is a conflict based on the fact that we put it out for bids based on the interpretation so let's vote.

Commissioner Deatherage said I get to speak.

Chairman Waters said I think you've already spoken about how you feel about it.

Commissioner Deatherage said yeah but it's come around again.

Chairman Waters said this is your last time.

Commissioner Deatherage said okay, that's fine. He said I voted for it to go out on bid because it was represented to this Board as not a conflict. He said the Manager said he understood the small county exemption at that time. He said everybody knew that. He said now if this is a play with the attorney and you guys to get me out of it and bring in this play of, because we bid it out you're finished Stan then I think that's a pretty sorry way to get rid of a Beaufort County citizen who's given you the best service you've ever had on a website. He said so if that's what you want to do and be known for that and make this a political issue, which you are doing because this is no conflict. He said we're going to find out just how big of a conflict this is when we go to the General Attorney's office so, and we do have the opinion now from our attorney, or your attorney, not mine, and we'll find out what it is. He said I will report, maybe not back to you because you guys are completely unconcerned, but I will report on this. He said it is a political issue and we'll keep it in the political realm. He said it's not a conflict.

Motion: Vice-Chairman Langley motioned to approve the contract with CivicPlus. Commissioner Booth seconded.

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

See Addendum 5

Parental Permission for Vaccines

Commissioner Rebholz said over the course of the last several months I've had multiple people inquire about this minor authorization to consent and what that possible impact could be on vaccines. He said so what I passed out to you is a copy of the opinion from the School of Government on minors authorized to consent. He said what it references is N.C.G.S. 90-21-.5, it authorizes a physician to accept the consent of a minor for medical health services for prevention, diagnosis or treatment of venereal disease or other communicable diseases, which certainly would include Covid. He said it further says that it expressly authorizes the physician to accept the consent of that minor and that the NC Attorney General advises that this authority extends to nurse practitioners and physician assistants. He said so the question I have, and I'm trying to get a handle on is given this, what is going to be the policy within Beaufort County, primarily Beaufort County School as to how they're going to be giving out, if they're going to try to use consent, minor consent in order to give vaccines. He said I don't know as we have any of that information here, but I guess I would like to ask that we request of the Superintendent what their policy is going to be, or the School Board because the potential exists. He said in fact there's another one out there right now that says in North Carolina the State Department of Health and Human Services has affirmed the rights of minors of any age to receive the Covid vaccine without parental consent if they are able to understand decisions about their health. He said that's the thing that has to be determined first but that's in the eye of whoever the beholder is, whoever is asking the questions. He said so I think it's important for us and the public to be aware of what the policy of the school board and the district is going to be. He said can we do that Ms. Mosher.

Ms. Mosher said yes sir.

Commissioner Richardson said I think when we do that you probably should have a copy of the statute having to do with minor consent because if I remember correctly when it was passed it was very specific in what services a physician could provide without parental consent.

Commissioner Booth said all you want is just their policy.

Commissioner Rebholz said yes.

County Police Force Update

Commissioner Richardson said the first one is the police report. He said the Police Committee met last month, they'll be meeting again in August, I think it's the 26th of August that we meet again at 6:00 PM here in this room. He said the public is invited. He said there's controversy about what's going on with the Police Committee meeting. He said it troubles me that we have people out there trying to make hay about what goes on at the Police Committee meeting. He said it's not truthful, they're simply uninformed and they need to get the factual information before they start making comments about what we're doing otherwise we're going to have some very public discussions about who knows what they're talking about and who is simply throwing darts to try and make a political advantage. He said at the Committee meeting we're going to decide when to meet with the Gaston County Commissioners. He said we have been in contact with some of those people and we have very positive reports so far. He said I will mention a couple of things that came up last meetings. He said Sheriff's reports. He said we have asked for the Sheriff to give us reports on contacts on a monthly basis, whatever reports he wants to give us. He said there were no reports given from this month. He said I'll refer you to the Gaston County website where you can see all the Sheriff's reports, not Sheriff's reports but police department reports on the crime level in Gaston County. He said it would be very interesting for the people of this County to see those crime reports because I think drugs are eating us alive any way that you look at it and I think there's a lot of things going on that are simply covered up and we don't know about and if we see those reports the public would be able to ask questions and be much more informed so I'm making a request of the Sheriff that he provide us with those reports. He said whatever reports he has that he wants to provide us with, and he knows what's the easiest thing for him to do.

Filming of Commissioner Meetings, Point of Contact

Commissioner Richardson said the Manager has presented us in this booklet with a list of places that the public can have access to the filming of Commissioners meetings. He said I hadn't seen all of those at one time. He said there are probably some gaps in the public having access but for those who need this information I think if you'll contact the clerk I think she'll be glad to email it to you as to how to access it and what goes on at Commissioners meetings. He said one question that I have that I haven't looked into, streaming meetings. He said this meeting is streamed, does this mean that during the month that you can go to this same site and pick up the Commissioners meeting again.

Mr. Alligood said yes sir, you can. He said speaking of streaming, we've lost our stream actually. He said the encoder was kicked out and Vimeo shut out but yes sir, you can. He said it takes about 10 minutes after the meeting and we close the live streaming session, it takes about 10 minutes for Vimeo to process it and then it uploads it to the Vimeo site, and it just stays there. He said ever since we started live streaming you can go back and get those meetings. He said what we'll do tonight, and we've done it before is you're still recording and what we'll do is take the one that's messed up and replace it with ours because we've lost, right now anyone who's watching live isn't able to watch right now because we've lost the encoder stream. He said but yes, it is available out there. He said they're also on the YouTube channel, the County has a YouTube channel and historically they've been on there.

Commissioner Richardson said if people have questions about this they can, of course contact any Commissioner, they can contact me and of course the Manager's office and whoever will be glad to help them.

Use of ARPA Funds for a Storage Building

Commissioner Richardson said one of the things that I'd like for us to do tonight, we weren't really complete when we met on the ARPA funds. He said we voted one thing and that was it, the meeting was over with. He said we need to go back and take a look at this storage building and to do that you have to make a motion to direct the staff to put this on the list and start investigating. He said it's not an approved item, but it gets the ball rolling.

Commissioner Rebholz said we did direct the staff to go and do the water and find out what that would take and that hasn't come back yet so I don't know if we, and we've got an updated dollar amount on the building of $1.2 million.

Commissioner Richardson said yeah but we haven't dug, in my opinion and maybe more has been done than I know about but enough of a complete study of what would be going into the building, what services we'd be providing in the building

and for instance, is part of it going to be climate controlled and these are things we just need to be talking about as we roll towards getting this done. He said it's true you may kill the project but it's free funds and free money.

Mr. Alligood said you're right in that if we picked a general location out by the water plant, the city's water plant where we have some property. He said we looked at that and said give us the biggest building you can put out there, I think it was 16,000 square foot building. He said if we were to move to other places you could probably go with a bigger building. He said that building was with a loading dock and some condition space, which we would want some conditioned space was right at $1.196 million, or $1.2 million. He said we could refine that further down if there was a different location or we put it at one of the industrial parks, maybe something like that, have a conversation with Washington about that. He said our goal on pushing forward, like when we talked during the budget about the storage facility was that the ARPA funds will allow you to do that if you're going to use that facility to receive disaster supplies and redistribute those. He said thank goodness that doesn't happen every day for us so there would be an opportunity to use that facility for other measures as long as we had it available for emergency use. He said I think we could balance that out and make certain that occurred, but I do think that we could take off the table that we're currently doing in a facility like that. He said we just can't lead with that because they would say that's not what it's for.

Commissioner Richardson said I understand. He said you know; I think that as a Board we should give a stronger authorization to the Manager to proceed with these studies. He said I don't want to see things fall.

Mr. Alligood said the Public Works Director and her staff are currently working on their recommendations on water projects, whether that be loops they need to close, extensions they feel like need to be put in, skata system, other things like that, they are working on that.

Commissioner Richardson said along the lines of that, another request that I have, it may be an incomplete list but a list at the next meeting of their proposed projects and about what they're going to cost because we have some issues here like the people south of Aurora that were in here wanting stuff. He said we have some other incomplete things like, I know the Robert Whitley thing is controversial, but we need to decide on that. He said you could argue that he's equally as entitled to the use of those funds as anybody else is. He said these are issues that we need to keep pecking away at as we proceed to get resolved.

Mr. Alligood said we will have the Board a list at the next meeting. He said the Public Works folks just haven't had an opportunity to get a number on it yet. He said they wanted to get a number on it so that you wouldn't, so you could have a general idea of what you could do and not get to far down the list and not have enough money to do some of it.

Commissioner Richardson said I don't care how incomplete the list is I'd just like to see a list and more information on the agenda on these things because it's going to take some talking about and we will save months of time if we go ahead and do this now.

Chairman Waters said I've got a question as it relates to that building. He said can you go ahead and build into it the storage for the Sheriff and what I'm getting at is if you admit that it's a $2 million building and $1.5 is for the purpose that's eligible and $500,000 is for something that's not can you go ahead and build that building and only fund the $1.5 million.

Mr. Alligood said I think you can, I think you just have to be careful of how you package it and not lead with this is going to save the County money by not storing stuff in other places. He said yes, that's a secondary benefit but our primary goal is to have an area with some conditioned space where we can store emergency supplies that come in from FEMA to allow us to respond to a disaster, including another pandemic. He said but during that timeframe, over anticipating another one to occur we can use it for other things as well.

Chairman Waters said the $1.9 million, does that include the area that was needed for the Sheriff's Office.

Mr. Alligood said the $1.9 million looked at a sheet metal building with concrete pad, egret entrance on one side, a shipping dock on the other where you could bring in 18-wheelers and they could dock at it. He said it included some work interior to be able to do some storage. He said if we were to do something specifically for some of the Sheriff's Office stuff we would have to add in some security measures and some condition space specifically for that and we didn't get into that detail when we were talking about that.

Chairman Waters said I agree with Commissioner Richardson that we need to give you whatever input. He said if it requires a motion or if you, it sounds like it's already in the process and you're going to bring us back the information we need to come up with an approval.

Mr. Alligood said yes sir, you will have on the next agenda an item that will include the Public Works Director laying out for you her recommendations based on her priorities. He said we'll give you a number on the building and then you will make a decision on how you want to allocate those out.

Chairman Waters said is that okay with you.

Commissioner Richardson said I think so. He said the process is what I'm more concerned about than anything.

Use of ARPA Funds to Improve County Library System

Commissioner Richardson said I know the library is a long shot. He said I don't want to give up on it until we're finally at the end of the rope because the library system in Beaufort County, while we have some good libraries, they're small libraries, they're incomplete libraries. He said I think we have an opportunity to have a much better library system than we have right now. He said whether that comes under infrastructure with all these definitions, I understand what people are telling me. He said I just don't want to see it die.

Use of ARPA Funds for Courthouse Basement/Jail

Commissioner Richardson said I think we need to get aggressive about this because there's opportunity here to build out the basement of the jail, save ourselves some money and provide better cells and service than we have now. He said we need more isolation cells. He said there's an opportunity maybe to provide some different services like these attorney meeting rooms we keep hearing about. He said a whole bunch of other opportunities there and its infrastructure and we can use it. He said the argument would be we're reducing the density and that helps with the Covid thing so I would like to see us go ahead with some minimal studies to see about what that would cost and find out from the Sheriff how they would like to see it developed so that we can all start looking at floor plans to do it.

Chairman Waters said the jail committee, you want to comment on that. He said we had the architect come in and kind of give us some ideas on what we could change in there.

Mr. Alligood said he did. He said the architect did the last upgrade for us and actually did the one previous to that. He said he came in and made a presentation to the Jail Committee and said yes, he felt there could be expansion in some other areas. He said obviously that's going to take away from other areas. He said the critical piece about that, of course, is the health considerations and having more space to spread the folks out is something that we see, in some of the questions that were asked to the Treasury, they said clearly no, you can't go building a new jail but you could take your existing jail and do some modifications to it to help with isolation areas, more space to spread folks out and isolate them because we did have, there was a challenge in that. He said the Sheriff's Office did a great job with the nursing staff they had from the Health Department in testing folks and make sure they're quarantined and away from others. He said obviously more space would always help and if you could put in some negative ventilation, some negative pressure rooms that would be beneficial as well.

Commissioner Rebholz said we didn't ask this when James was here, but do we know if there has been any outbreaks of Covid, this Delta in the jail.

Mr. Alligood said I'm not aware of any. He said that doesn't mean it hasn't happened but I'm not aware of any.

Commissioner Rebholz said Deputy Chief Rose, just yes or no is fine.

Chief Deputy Rose said our protocols for Covid have been pretty consistent. He said I haven't heard of any positive tests within the last couple of weeks, but it seems like everything else is spiking. He said just understand that we are bringing in people constantly and as I'm telling you that they might be bringing someone in that's popping positive right now. He said the other thing I wanted to mention is that you, the Commissioners get reports on the population that we have in the jail and just note that it is getting back to pre-Covid numbers steadily and increasing. He said where before we were in the 20's and 30's, we're steadily in the 40's and 50's and I don't see why that number is not going to keep on going up. He said just for your consideration and your planning conversations.

Ban Use of Public Funds to Teach or Promote Critical Race Theory

Commissioner Richardson said the next item is going to be more controversial, but it concerns banning the use of public funds to teach or promote critical race theory. He said a lot of people are going to say this is up to the school board more than it is Commissioners. He said yes, that's true but the money comes through us and in some counties commissioners have taken a position on it and there's nothing that says we, as Commissioners, cannot take a position on it. He said so my motion is public money shall not be used to teach or promote critical race theory in Beaufort County schools, that's a motion.

Motion: Commissioner Richardson motioned that public money shall not be used to teach or promote critical race theory in Beaufort County Schools. Commissioner Rebholz seconded.

Commissioner Deatherage said I agree. He said if it's a question of funding, Commissioners do the funding. He said right now the federal government is playing games with funding, if you don't do what we tell you to do we're going to take your federal funding away, which is, I think schools would be wise if they got rid of federal funding and then they wouldn't have to listen to the federal government because the federal government, right now, is FUBAR, 100%, top to bottom. He said critical race theory is the now kind of wow thing. He said most people don't know what's in it, I do. He said nothing of good is in it. He said it teaches things that are so out of whack with the history of our nation. He said it's done as a political ploy to bring people under a political tent that are disconsolate and unhappy with America. He said what it does is it fractures Americans into different categories and different groups and says you are different, you deserve more than this person and we're going to get it for you, keep voting for us. He said we see it going on at the border. He said here we are talking to Jim Madson about the Delta variant, and we've already let one million people in this year across the border because it's politically expedient. He said now I'm hearing they want to give these people political amnesty or start amnesty for folks and that ain't going to happen. He said it's all part of the same plan. He said come to us, vote for us, we'll give you Marxism and then we'll stay in power. He said what people don't know is once you lose your freedoms in this nation, once you stop teaching that freedom are fought for and gained in this nation, Marxism is not going to work. He said people aren't that smart anymore. He said they think oh, if I can get something for free, like I've gotten in Covid my life would be perfect, I can just live off society. He said so we've got a problem here and it's all tied to those political supplicants who would do anything to this republic to stay in power and we see it going on in Washington D.C. right now.

Commissioner Walker said help me out here, I thought we were just responsible for the buildings.

Commissioner Deatherage said no, the buildings are what we have to do. He said the elective funding is what we do as a matter of course to stay competitive with other counties.

Commissioner Walker said what kind of punishment would we give.

Commissioner Deatherage said the buildings are probably about 25% to 30% of the funding that we give. He said the rest of it is elective funding.

Commissioner Walker said what punishment, if it happens to just show up, what is our punishment. He said what's the end game.

Commissioner Richardson said we can look at it when the budget comes up next year.

Commissioner Deatherage said the schools get a lot more money from us than they do from the federal government, so the idea is they'll do the right thing. He said I think they'll do the right thing anyway; I really do. He said I feel that our school board is pretty smart. He said I think our superintendent is pretty smart and they'll do the right thing. He said we just need to give them the benefit and every scrap of encouragement that we can to do the right thing.

Commissioner Richardson said we need to support them all that we can. He said critical race theory teaches segregation. He said it teaches us that some of us are better than others and it brings us back into racial groups. He said a lot of progress has been made on integration over the last 30 or 40 years. He said critical race theory, because it serves the communist purpose of division of the nation teaches segregation, you are different than I am and I'm teaching you that. He said we don't need to go through that again.

Chairman Waters said to get back to your question Commissioner Walker, I don't have any problems if we have a motion and we ask them not to teach it but I think any times we get into the funds, in our budget process we approve operating money and we approve capital money but we don't tell them you can't teach math or you can't teach sex, those kinds of things so I don't like the idea of saying we're going to ban the funds, public funds but I do think we can take a stand as far as teaching.

Commissioner Walker said does that mean Commissioner Richardson needs to rephrase his motion.

Chairman Waters said we don't have a motion on the floor do we.

Commissioner Richardson said yes. He said I'm just saying we're not going to use public funds to teach critical race theory.

Chairman Waters said I guess my point is we can't track dollar for dollar.

Commissioner Richardson said that's correct, we cannot track.

Commissioner Rebholz said public money is everybody's money.

Chairman Waters said that's right, that's federal, state, and local.

Commissioner Richardson said well we can only control our money. He said I don't know that we'd hand out a punishment. He said I answered Commissioner Walkers question directly as a question. He said if the inference here is that I support taking school funds because they're teaching this, I don't. He said this is a policy thing. He said there are many other political ways to resolve this issue rather than the use of funds. He said I'd go to those things before going to funds. He said it's who you elect to the school board, it's public outcry, there's just a lot of tools out there to work against it but I think we need to give the schools as much of a message as we can that this is not to be taught so if you want to remove the use of funds from that then we can rephrase it so the money part comes out of it because I don't think the money part makes a difference. He said the Chairman is correct, you can't track a dollar as to what it's doing.

Chairman Waters said would you restate your motion. He said Commissioner Deatherage do you agree to that.

Commissioner Deatherage said yeah, I do but the thing is if we discover that it's happening we need to be prepared to put some teeth in it at some point.

Commissioner Walker said they say it's not in the state curriculum. He said I think what happens when it shows up is we have maybe a rogue teacher that's just testing the waters to see if they can get it through.

Commissioner Deatherage said it is slipping through real hard. He said we've got a lot of people very politically active right now and they're not real smart and some of them are in the education industry and our children are suffering because of it.

Commissioner Richardson said along those lines I think Superintendent Cheeseman said it best when he said the only way I really know what's being taught in the classroom is when I stand outside the classroom and listen so from that standpoint

we're talking about public pressure on the school system to not teach this. He said if we find out certain teachers are teaching it then we know where the problem is, and we know what to do about it.

Commissioner Walker said I like your changes on your motion.

Amended Motion: Commissioner Richardson motioned that the Beaufort County Commissioners are opposed to the teaching of Critical Race Theory in Beaufort County Schools.

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

Oppose Mandatory Face Masks

Commissioner Richardson said the Health Director gave us a real good report on why we need to pass this particular resolution. He then read:

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 12 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.*

Commissioner Richardson said this is a personal decision. He said I don't fault anyone for not wanting the shot, I don't fault anyone for not wearing a mask, that's it, it's a personal decision and people shouldn't be discriminated against because they make their personal decision. He said one of the reasons I brought this particular resolution up is because of what's going on in the public press at the moment. He said they're trying to stampede us into being terrorized about what's going on and when you look at the statistics and numbers you find out there is literally no truth in what they're saying so we need to take a stand on this before and let people know where we stand before government starts trying to impose this stuff on us.

Chairman Waters said Commissioner Richardson I've got a question. He said where you say mandated wearing of masks by any population or part of the population. He said as you well know, Vidant has already said that, no that was vaccines, but you've got companies that are going to require masks and you're saying any part of the population.

Commissioner Richardson said well it says we're opposed to it. He said that doesn't mean, there's no force of law in this, there's no punishment in this. He said this is our opinion, we don't want the whole population put under a mandate. He said now, if somebody running a business decides in order to come into my business you have to wear a mask, I don't fault him, that's his business, he can do whatever he wants to but as a general policy, what I'm afraid of, quite frankly, is the President of the United States is going to wake up tomorrow morning in one of his stupors and decide that everybody needs to wear a mask every day, everywhere and we need to be pushing back on that before it gets started. He said that's the main thing I'm interested in. He said it's still a matter of personal choice and if you're a business it's a matter of your choice as to what you want to do and how you want to run it. He said I carry a mask with me almost everywhere I go so as

a courtesy, if other people are wearing it I'll put it on. He said if a business says you need one to come in here I'll put it on but it's a personal decision and we need to keep ourselves free under the Bill of Rights because it was almost torn away from us in the last two years by the actions of a lot of government officials.

Motion: Commissioner Richardson motioned to approve the above resolution. Commissioner Deatherage seconded.

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

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

Chairman Waters said in the closed session we had recommendations on four different parcels where the previous market value has been changed or has a recommended value by our Tax Assessor. He said I need a motion to ratify the recommendations.

Motion: Vice-Chairman Langley motioned to approve the recommendations from the Tax Assessor relating to the value of four properties in the County. Commissioner Walker seconded. The vote was unanimous.

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

Adjourned at 8:23 PM

Respectfully submitted to you by:

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

ADDENDUM 1

Items for Consent

1. Budget Amendment, Health
2. Budget Amendment, Health
3. Influenza Vaccine Purchase Request
4. Year End Reallocations, Health
5. Reallocation of Funds for Longevity
6. Refunds Over $100
7. Refunds Over $100
8. Southern Albemarle Assoc. Delegate Recommendations
9. Minutes Approval

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. _____	

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. _____	

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 Hollie 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 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
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. _____	

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

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.v# 5661-49-3761.001

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

ADDENDUM 2

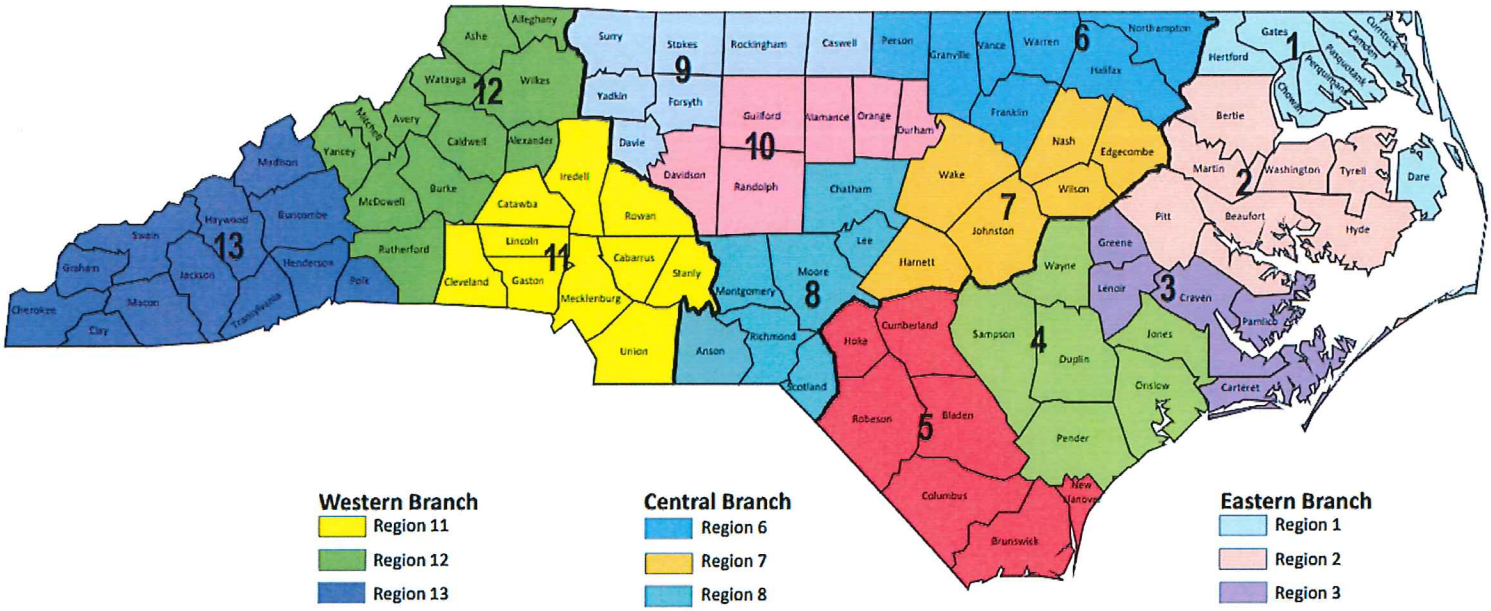
Storm Debris Removal Monitoring Contract

North Carolina Emergency Management

State-wide Regional Prepositioned Debris Contracts

Utilizing these Contracts

Regions


Ashe
Alleghany
Surry
Stokes
Rockingham
Caswell
Person
Granville
Vance
Warren
Northampton
Gates
Hertford
Watauga
Wilkes
Yadkin
Forsyth
Guilford
Alamance
Orange
Durham
Franklin
Halifax
Bertie
Avery
Mitchell
Yancey
Caldwell
Alexander
Davie
Davidson
Randolph
Chatham
Wake
Nash
Edgecombe
Martin
Washington
Tyrell
Dare
Madison
Burke
Iredell
Rowan
Wilson
Pitt
Beaufort
Hyde
Buncombe
McDowell
Catawba
Haywood
Swain
Graham
Jackson
Macon
Cherokee
Clay
Henderson
Rutherford
Polk
Lincoln
Cleveland
Gaston
Cabarrus
Stanly
Mecklenburg
Union
Lee
Harnett
Johnston
Moore
Montgomery
Anson
Richmond
Scotland
Greene
Wayne
Lenoir
Craven
Pamlico
Jones
Carteret
Hoke
Cumberland
Sampson
Duplin
Onslow
Robeson
Bladen
Pender
New Hanover
Columbus
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

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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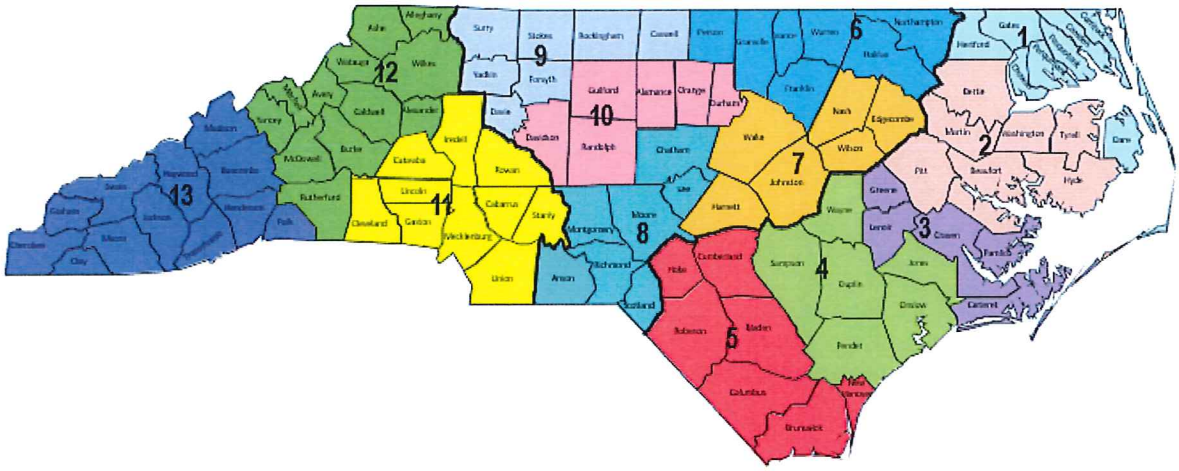
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1.0 PURPOSE AND BACKGROUND

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: _____
   _____
   _____

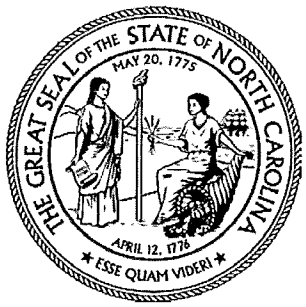
_____

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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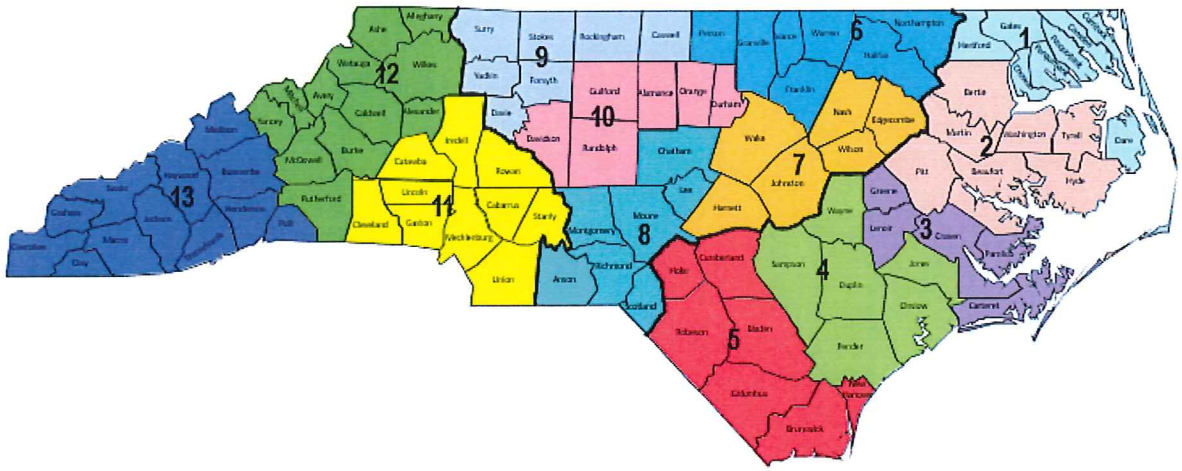
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1.0 PURPOSE AND BACKGROUND

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) **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 § 5.30)
- **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 fromground
- Stump diameter to root ball diameter ratio of1:3.6
- Root ball height of31"

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, 20 20, 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

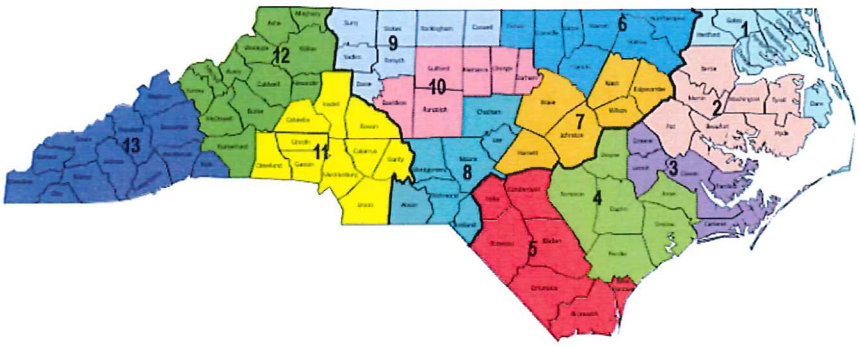
Brooks Wallace, President	601-658-9598	brooks@debristech.com
Debra McCormick, Business Manager	601-658-9598	debra@debristech.com

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



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	$ -

ADDENDUM 3

American Rescue Plan Act Funds Budget Ordinance

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.



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-

ADDENDUM 4

Electronic Sale of Surplus and Personal Property

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)



Selling Real Estate with GovDeals®

Live auctions are steadily becoming a thing of the past; the days of selling real estate solely on the courthouse steps will soon be a distant memory. You can sell your property, virtually – anytime, anywhere with GovDeals. Over the past 4 years, 1,243 successful real estate auctions were held on GovDeals resulting in $19.5 million in sales.

4 Years = **1,243 Auctions** = **$19.5 Million**

Real Estate Auctions Live On GovDeals | **Real Estate Auctions Sold In The Past Year**

Property Sold on GovDeals.com

- Residential Property
- Commercial Property
- Vacant/Imperfect Property
- Tax & Non-Tax Foreclosure
- Property without Dwellings













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Complete control over auction times

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Comprehensive and customized marketing strategy

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Personal service to meet your unique needs

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Our Clients' Success is Our Success

GovDeals®

"GovDeals has proven to be an invaluable service for the Real Estate Division of the City of Jacksonville. In the past two years, we have conducted 600 online real estate auctions using this service and have had outstanding results. GovDeals streamlines the auctioning process providing us with organized, easy to track downloadable reports. GovDeals has turned a labor-intensive process into an efficient system for successful auctioning and frees up our agents to focus on customer interaction, service and other high priorities. GovDeals has become our go-to solution for real estate auctions. We look forward to continuing using your online service for future auctions."

- 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.

ADDENDUM 5

County Website Design Contract

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

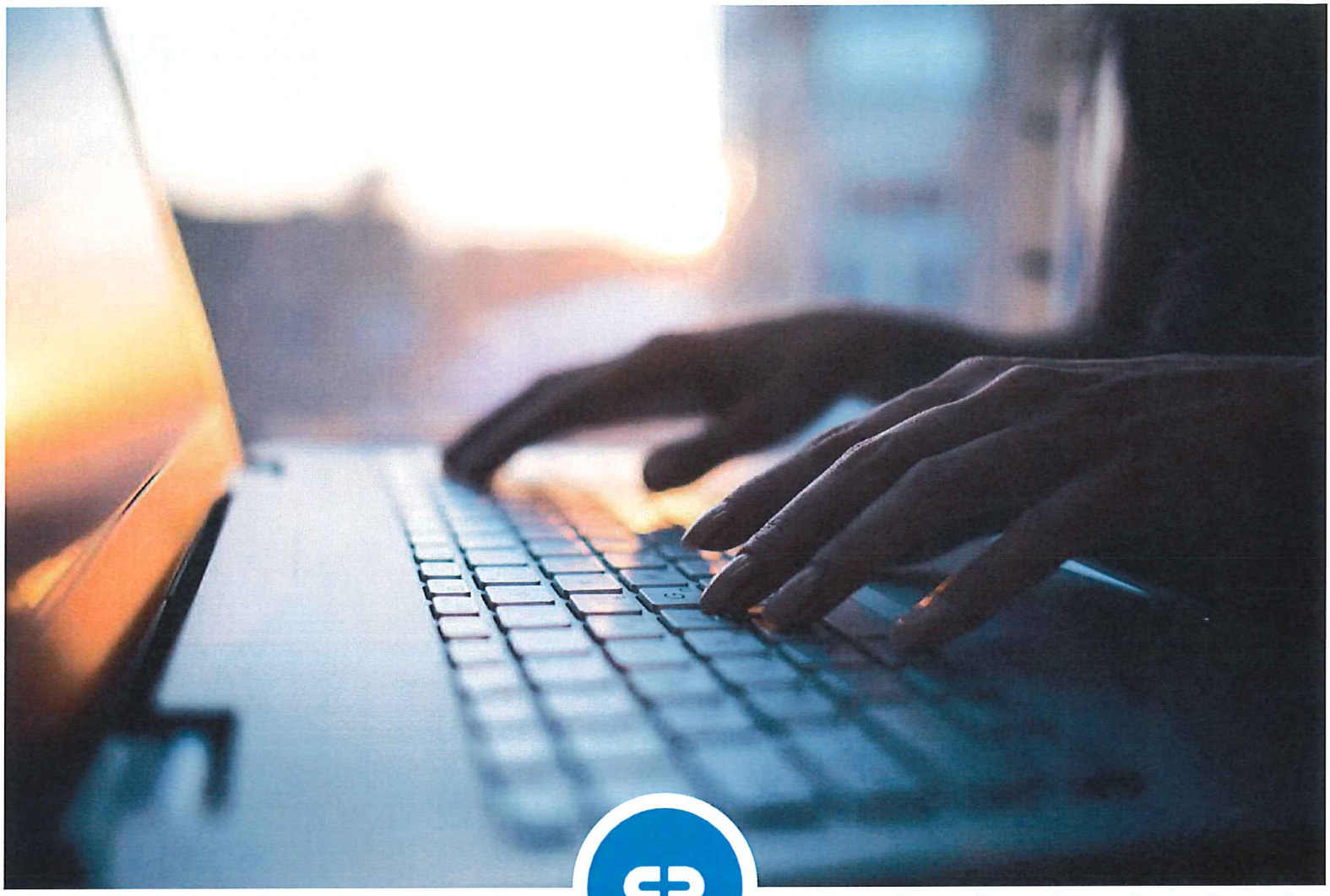
- Enterprise-Level Hosting environment that is monitored 24/7/365 and backed by a guaranteed 99.9% uptime excluding maintenance.
- Redundant infrastructure with on-site power backup and generators.
- Multiple telecom/network providers.
- Monitored 24/7/365
- Bandwidth
    - Multiple providers in place.

  - 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)

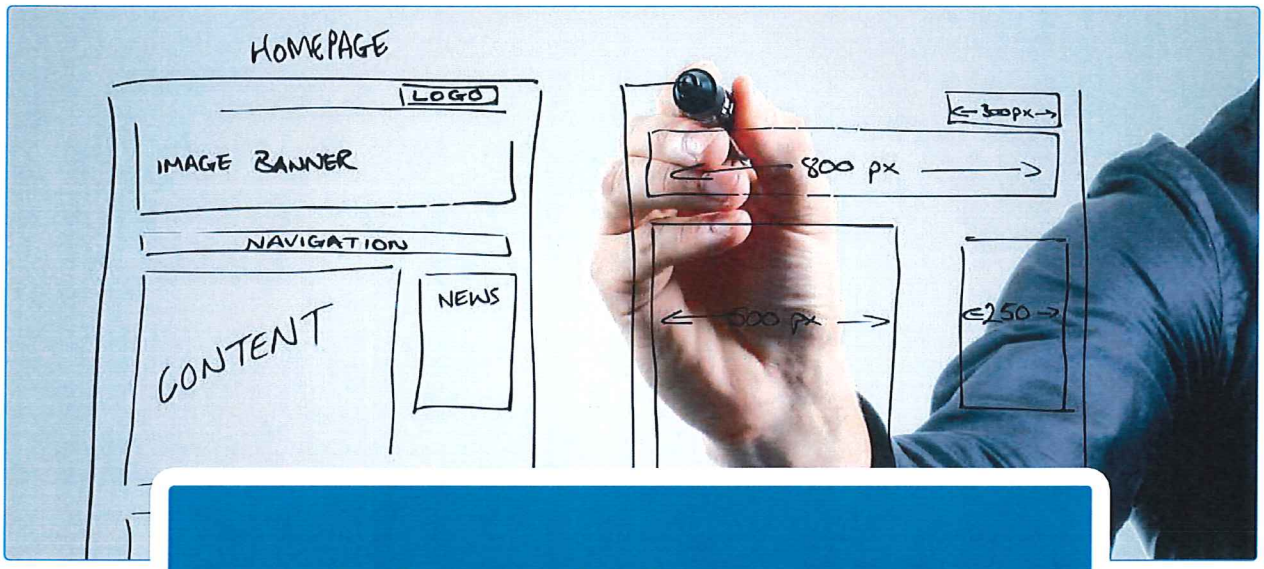
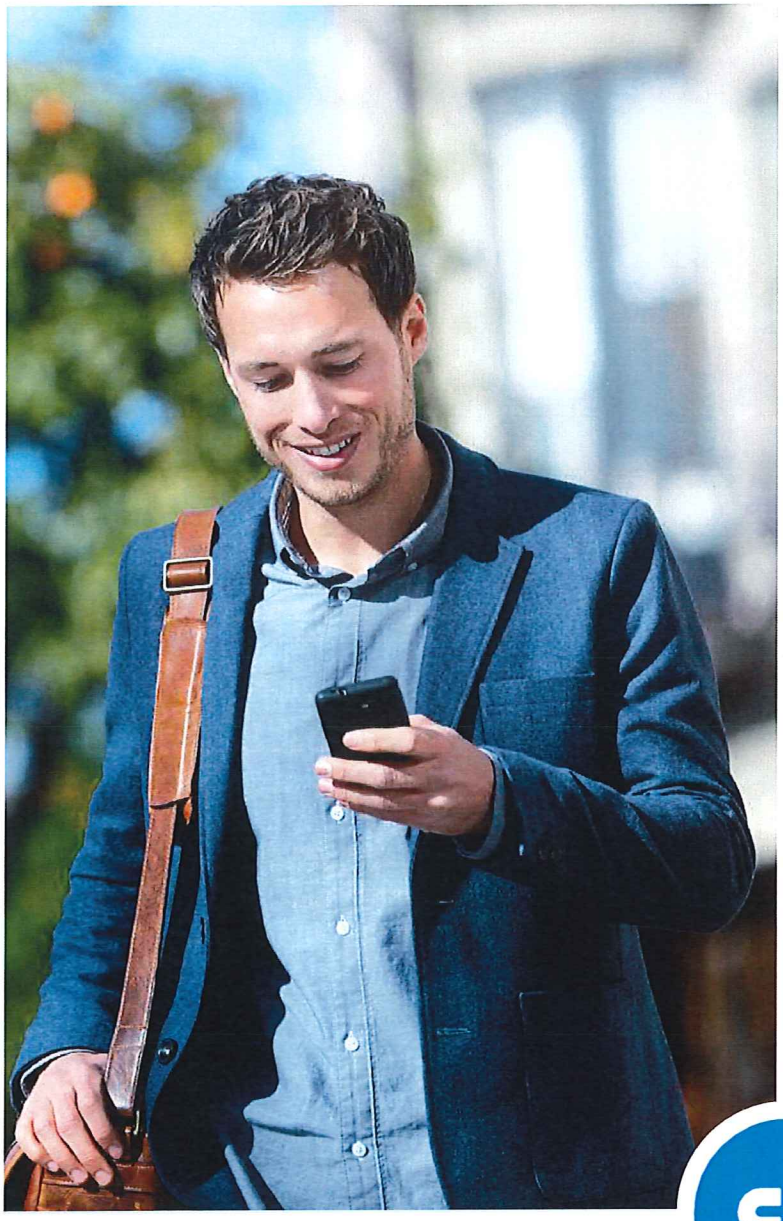
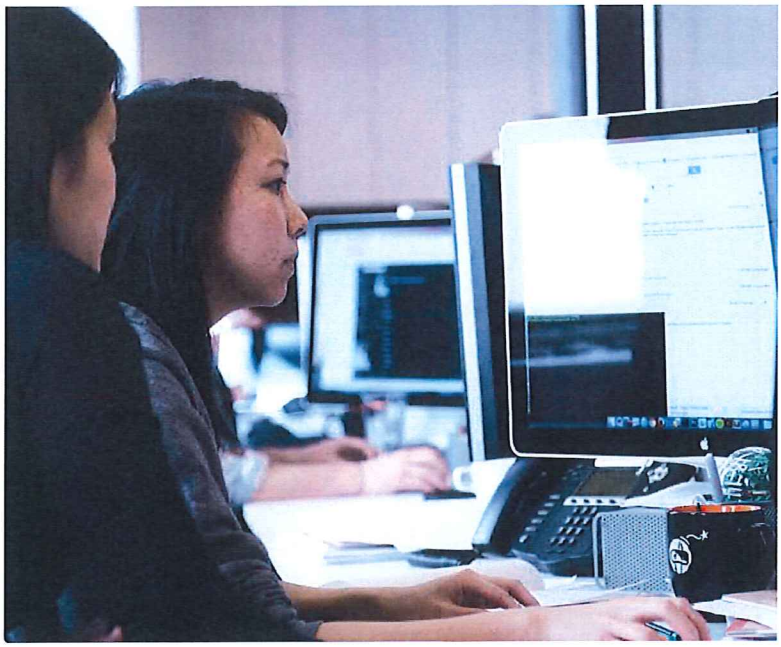
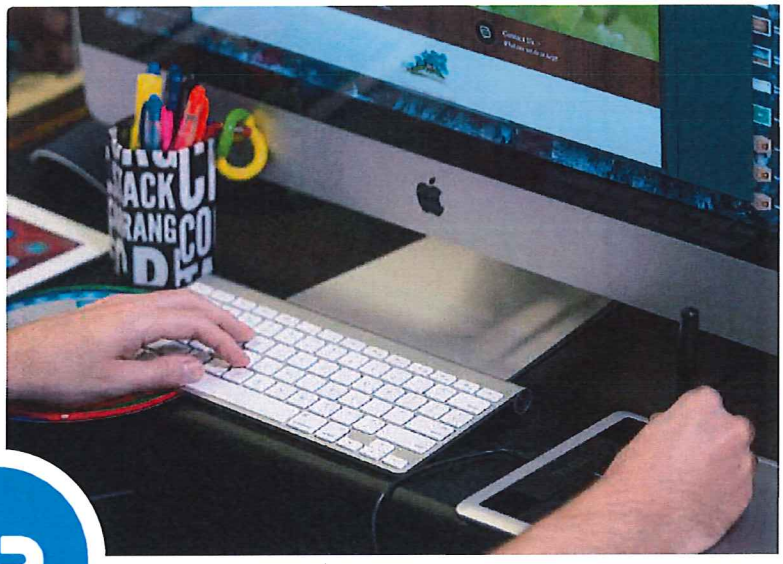


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RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

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

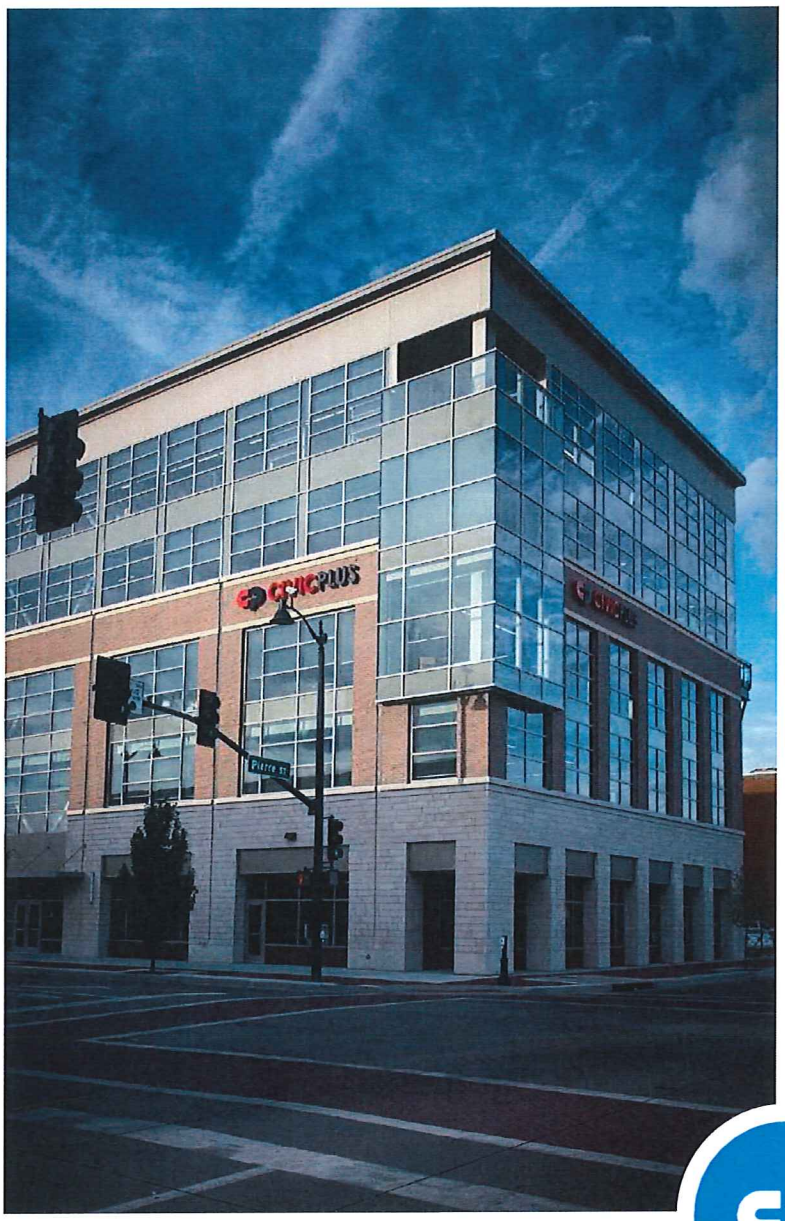
CivicEngage users have their own network, ENGAGEXCHANGE, to connect with more other government entities on the same platform to share ideas, ask questions, and much more.

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

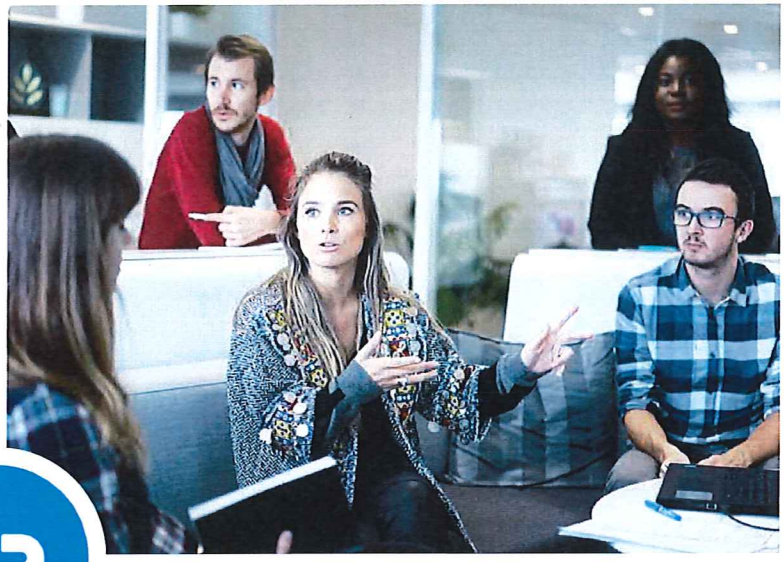
Technical Support



Recognized with multiple, global Stevie® Awards for sales and customer service excellence







RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

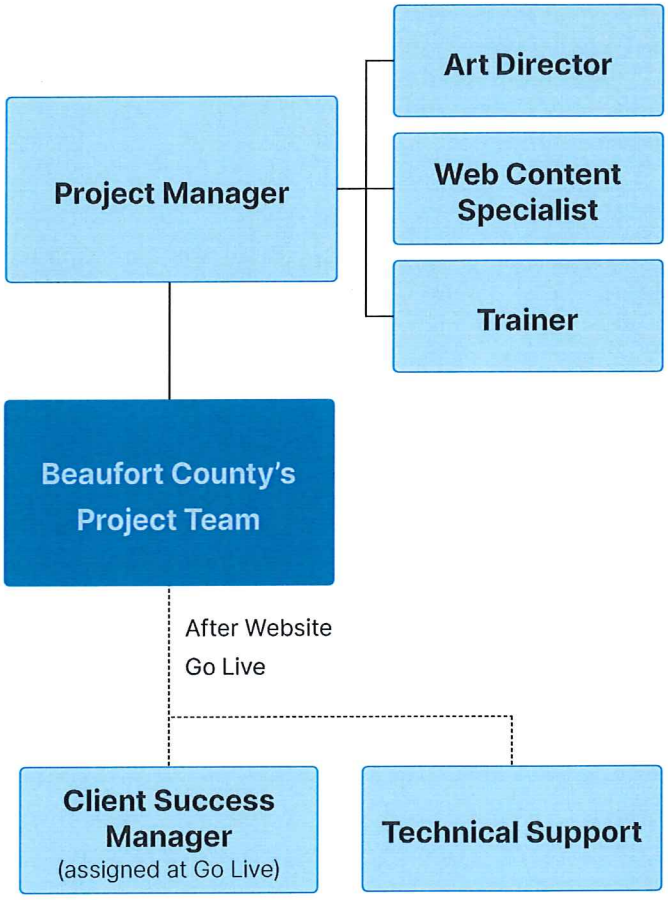
Project Team

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

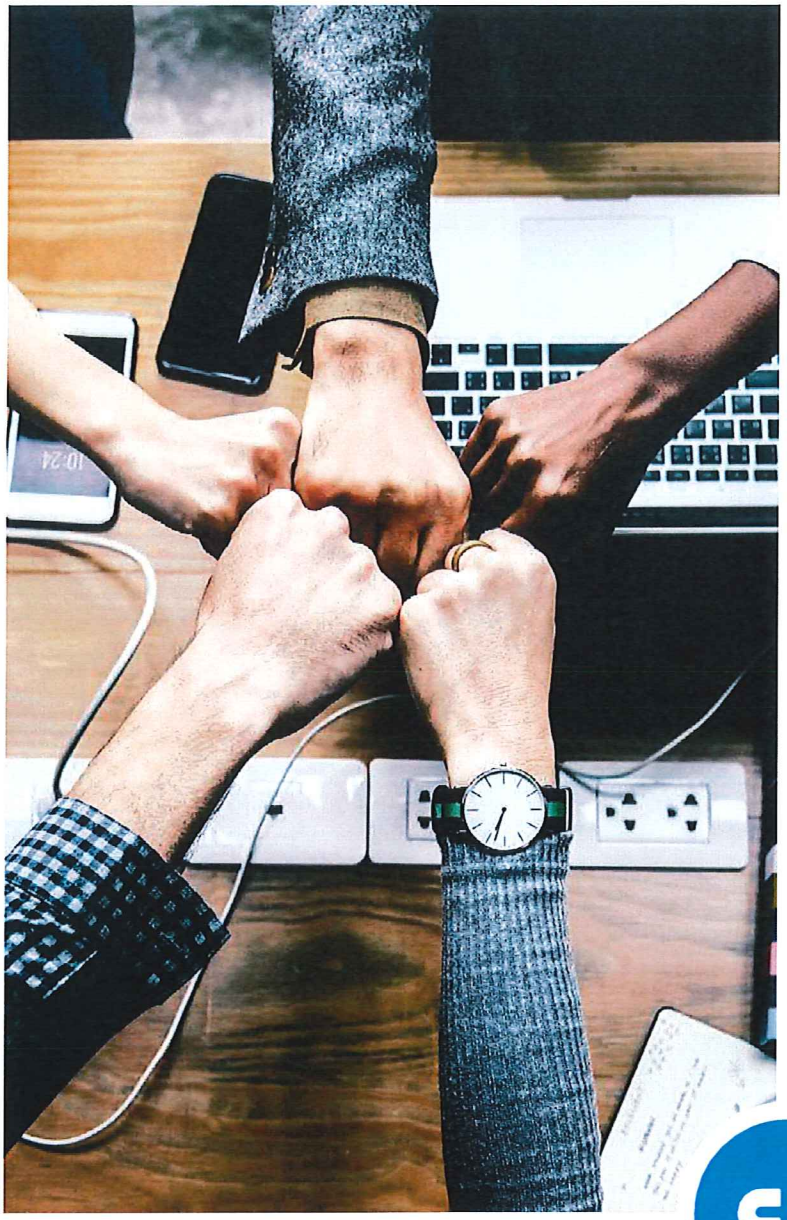
BA Computer Information Systems

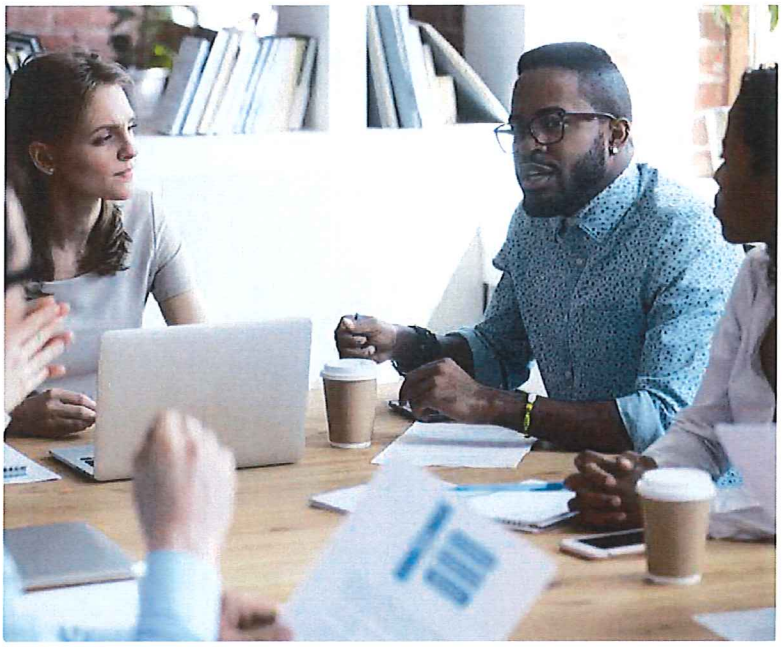
RESUME

Chief Systems Architect
Information Technology Director
Software Engineer

18+ YEARS EXPERIENCE

Cybersecurity
Network Infrastructure
System and Software Architecture







RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

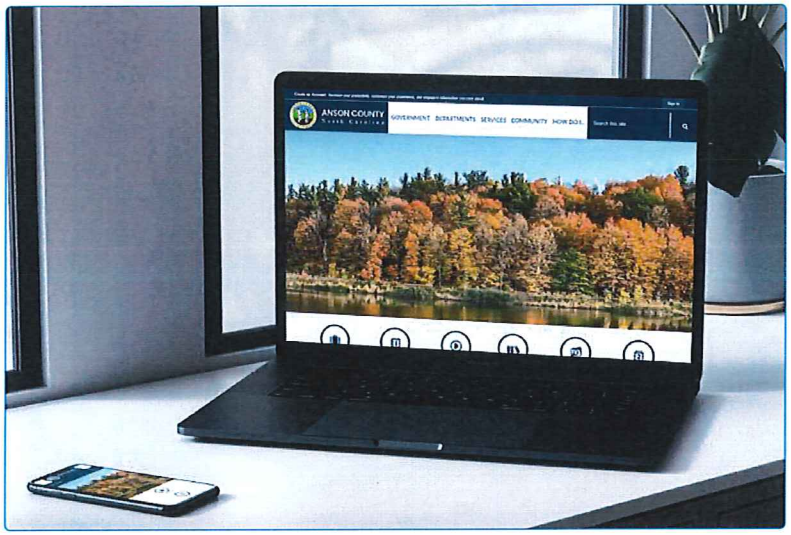
Experience

EXPERIENCE

References

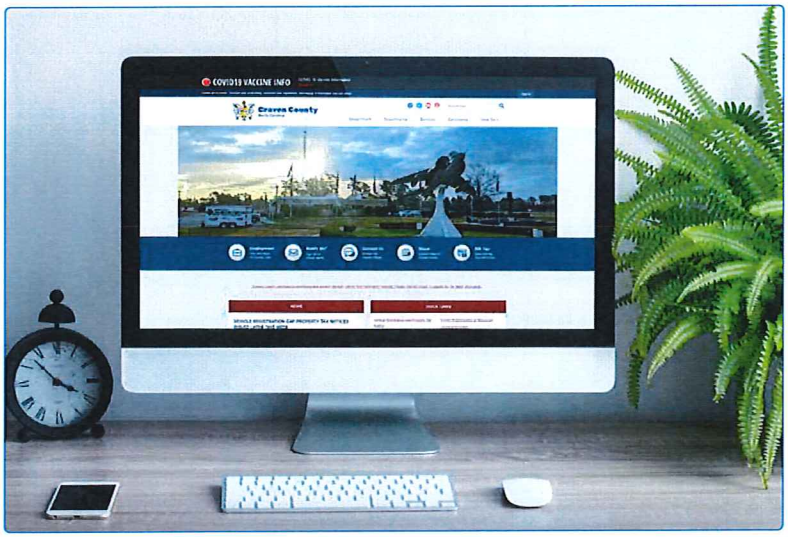
Anson County, North Carolina

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

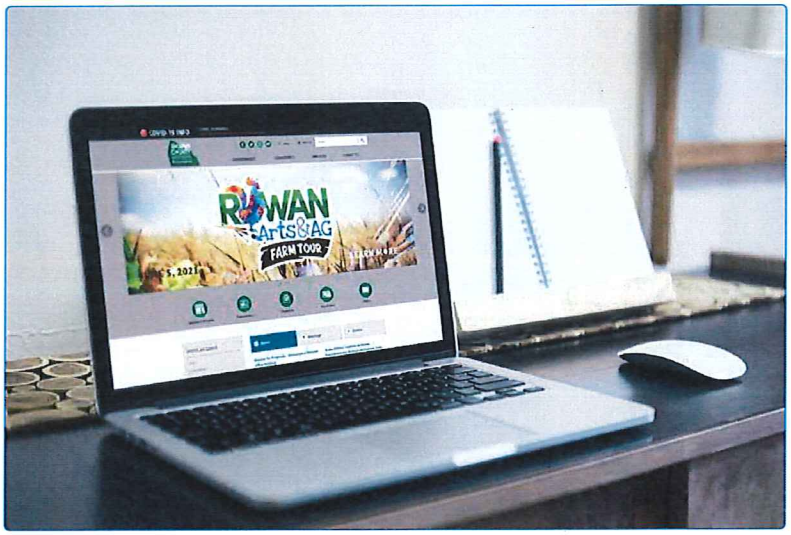
DENNIS HOLTON
Public Information Officer
E: dholton@cravencountync.gov
P: 262.636.6609

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

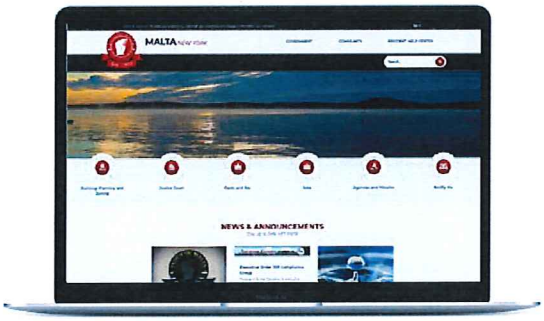
The included design portfolio will provide you with an idea of the different directions we can take your creative design. Please note that not all parties listed have agreed to be contacted for reference.



Jamestown BPU, New York
jamestownbpu.com



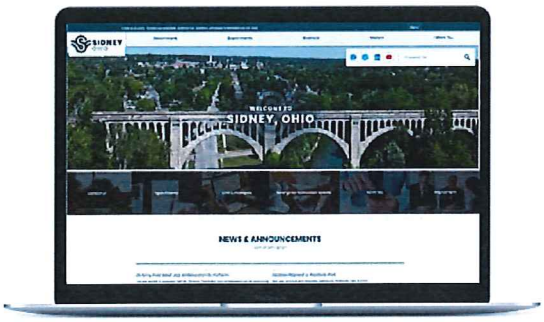
Auburn, Massachusetts
auburnguide.com



Malta, New York
malta-town.org



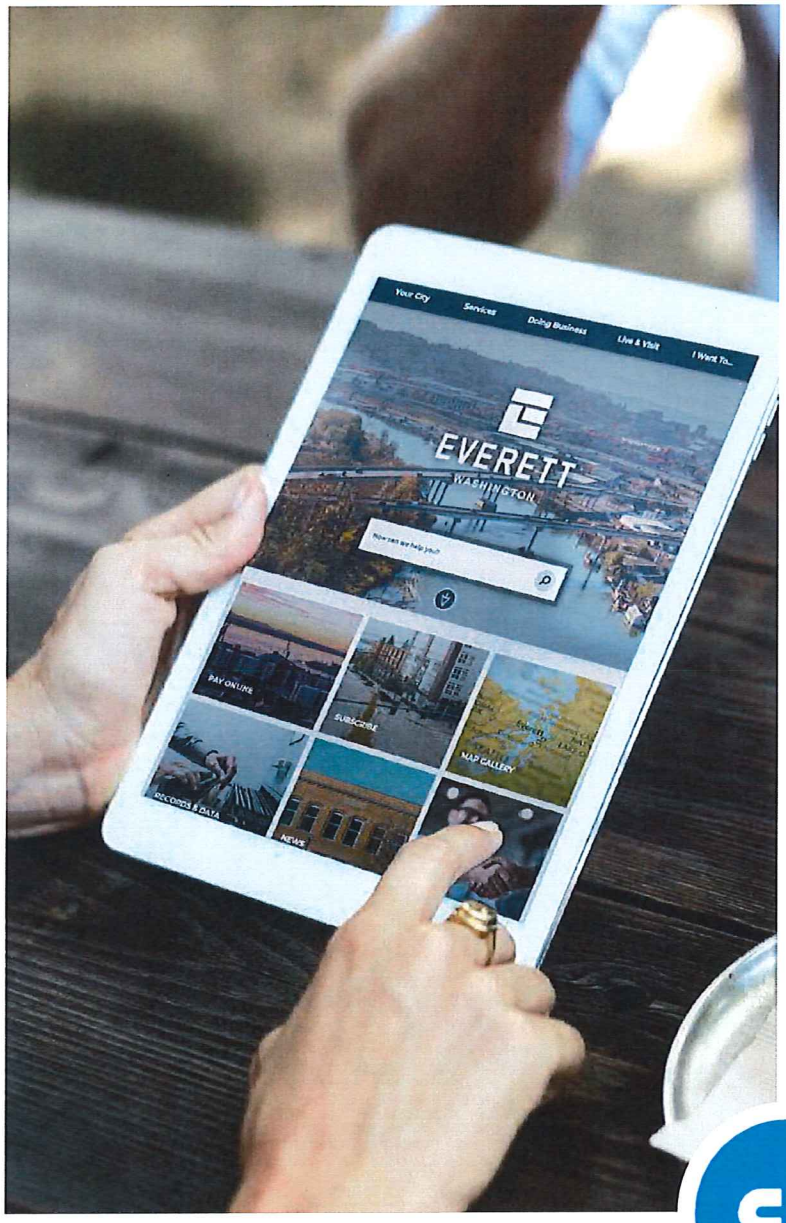
Bloom Township, Illinois
bloomtownship.org

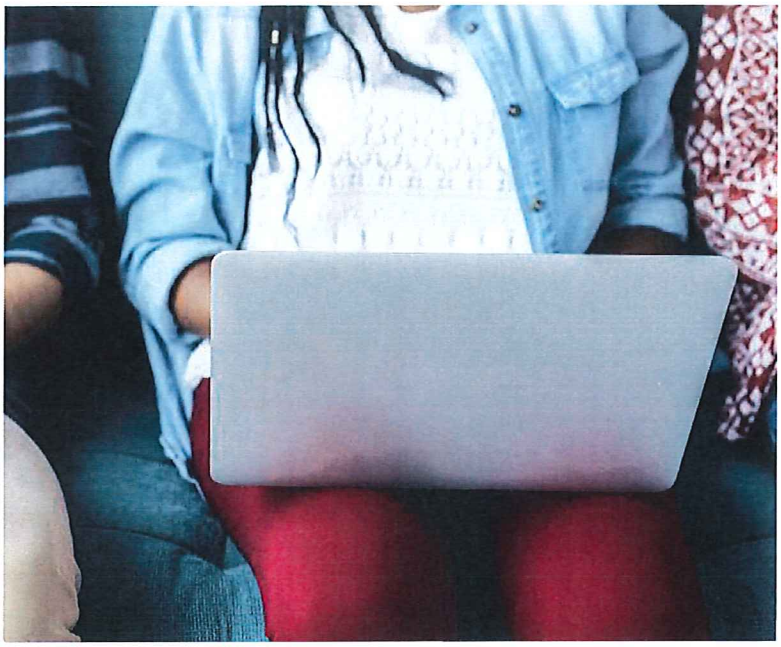


Sidney, Ohio
sidneyoh.com



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

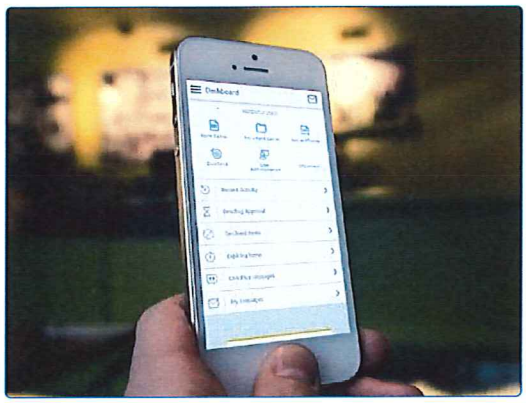
Widgets help your staff visually organize content on your site and tailor the look to meet the page's needs. A few of the most helpful widgets are:

- **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.

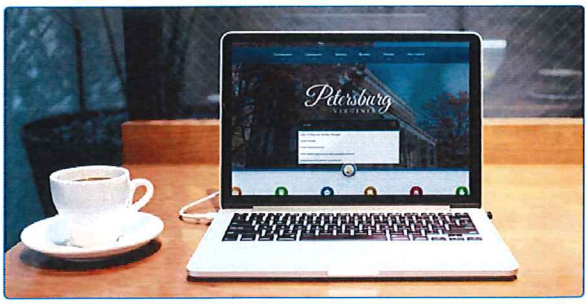


- **Content Scheduling & Versioning** – Set your content to auto-publish and auto-expire, with an archive of all published content and previous versions.
- **Dynamic Breadcrumbs & Site Map** – Breadcrumbs (used to show a visitor's location within the site) and the site map are dynamically generated and 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

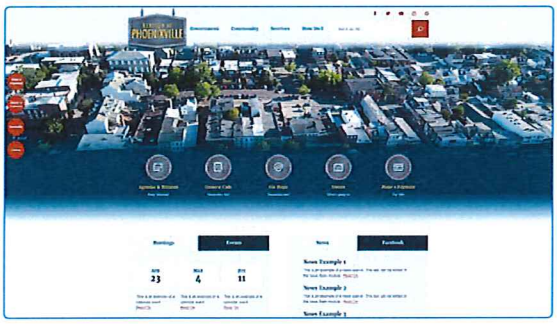
A Department Header Package is a cost-effective way for a department or division to informatively and graphically differentiate themselves from the look of the main (parent) site while leveraging consistent CMS administration.

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

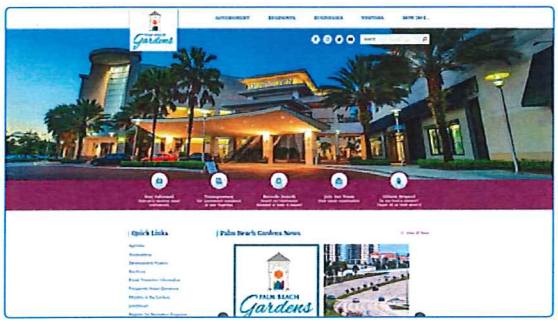
The examples provided below are representative of attributes found in a Premium Department Header Package, but may not expressly reflect the design package of your main website.



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

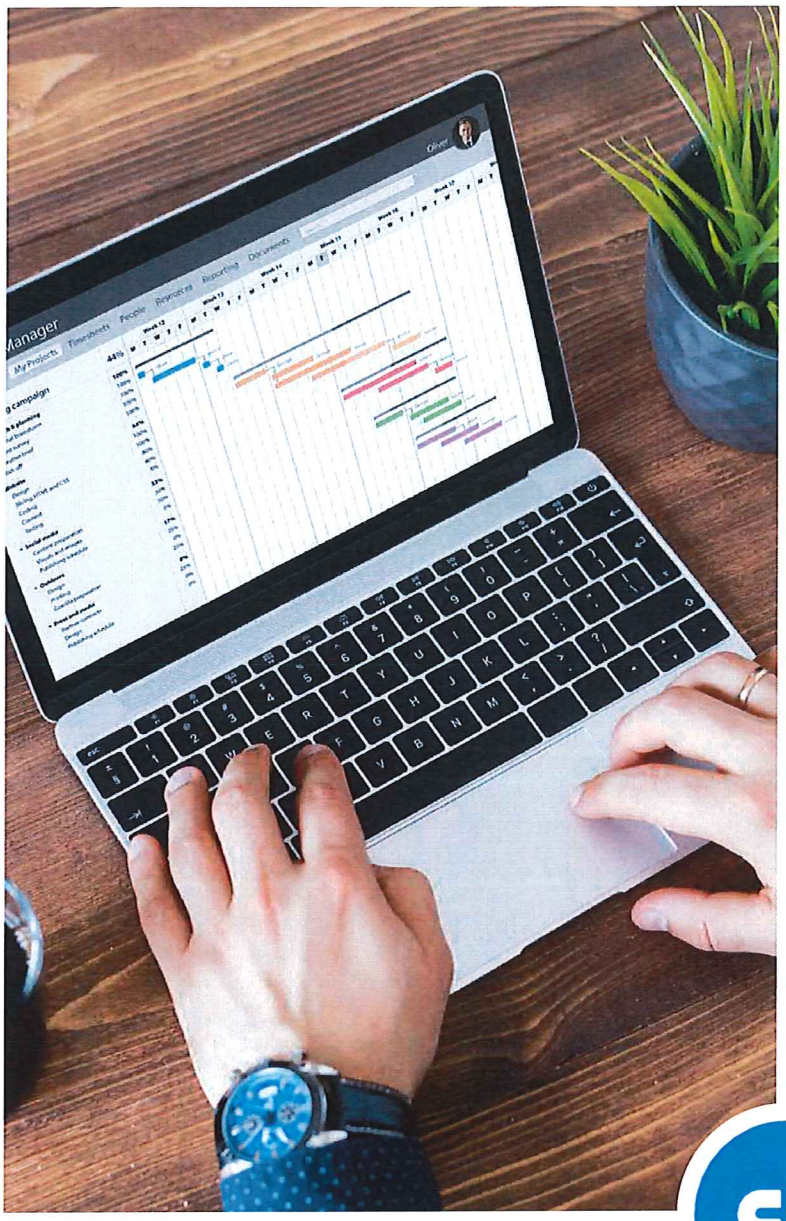
CivicPlus designers create distinct, visually appealing designs and user-centric experiences aimed at jump-starting civic pride while solving the old stigma that government websites are "hard to use and boring." CivicPlus designers solve these visual communication problems and help build a citizen-focused, 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.

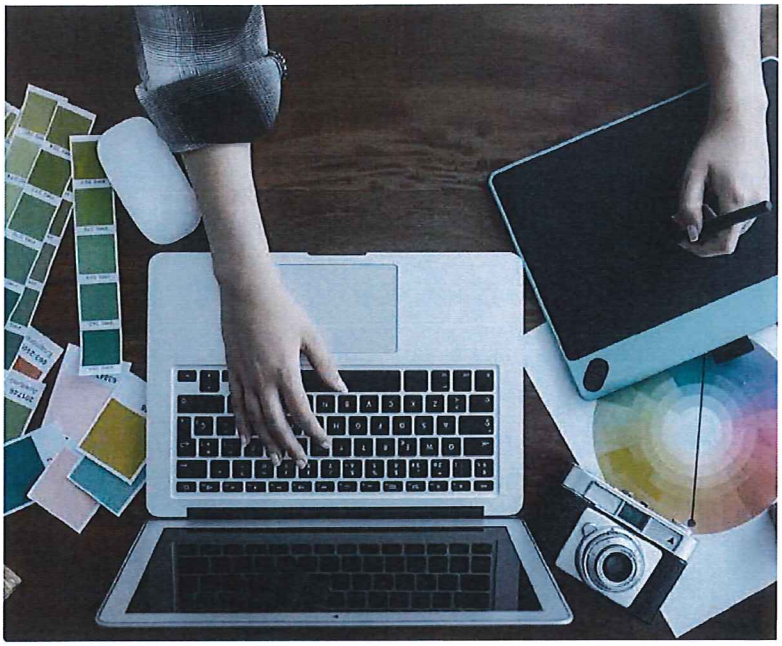
CivicPlus develops visual communication strategies that meet the ever-changing needs of our clients and the communities they serve. Our creative approach to design strategy combines a working knowledge of creative and new media methods. We're always looking for better and more creative ways to push design 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

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

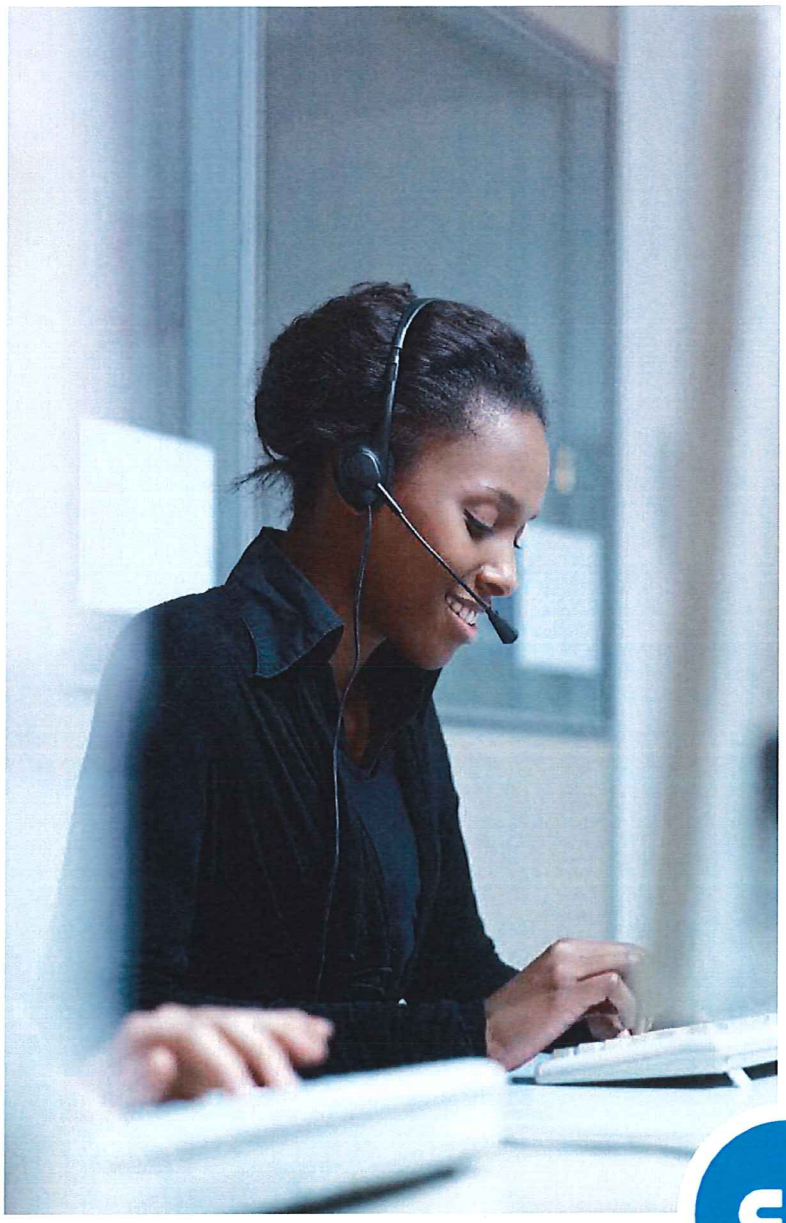
After final confirmation, your website will be made live and available to the public.

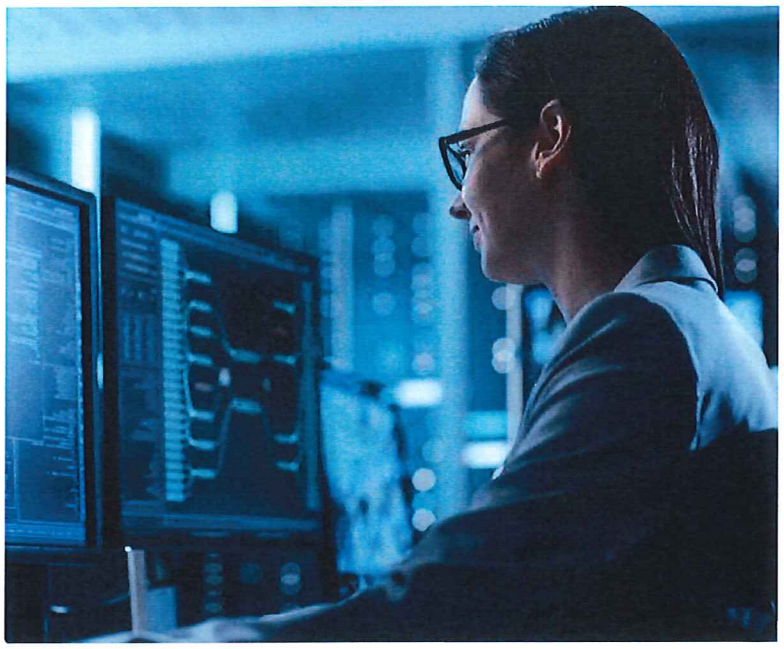
> This was hands down the easiest and most intuitive group I have ever worked with for a website redesign. Other website development companies I have worked with do not respond as quickly. My CivicPlus team read my mind whenever I needed something. Plus, our website's launch was flawless.
>
> **— Nicole Smestad, Marketing Director for Grand Forks, North Dakota Library**

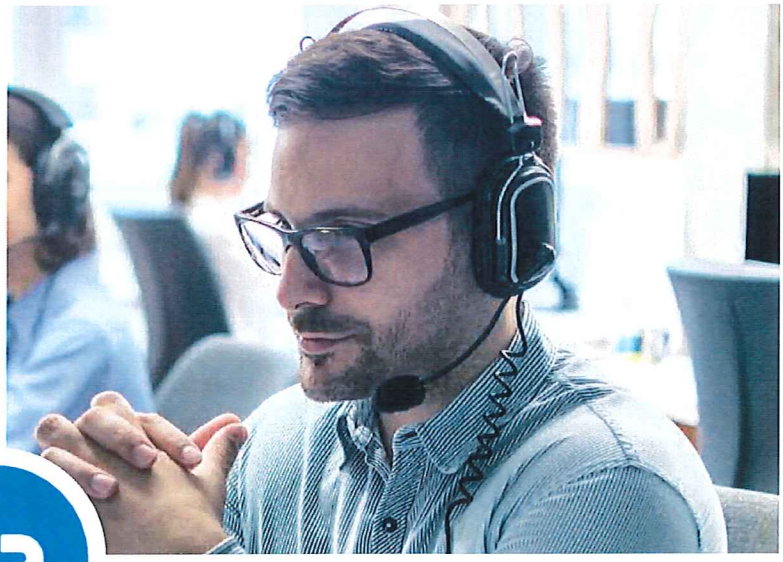
Beaufort County's Role

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.

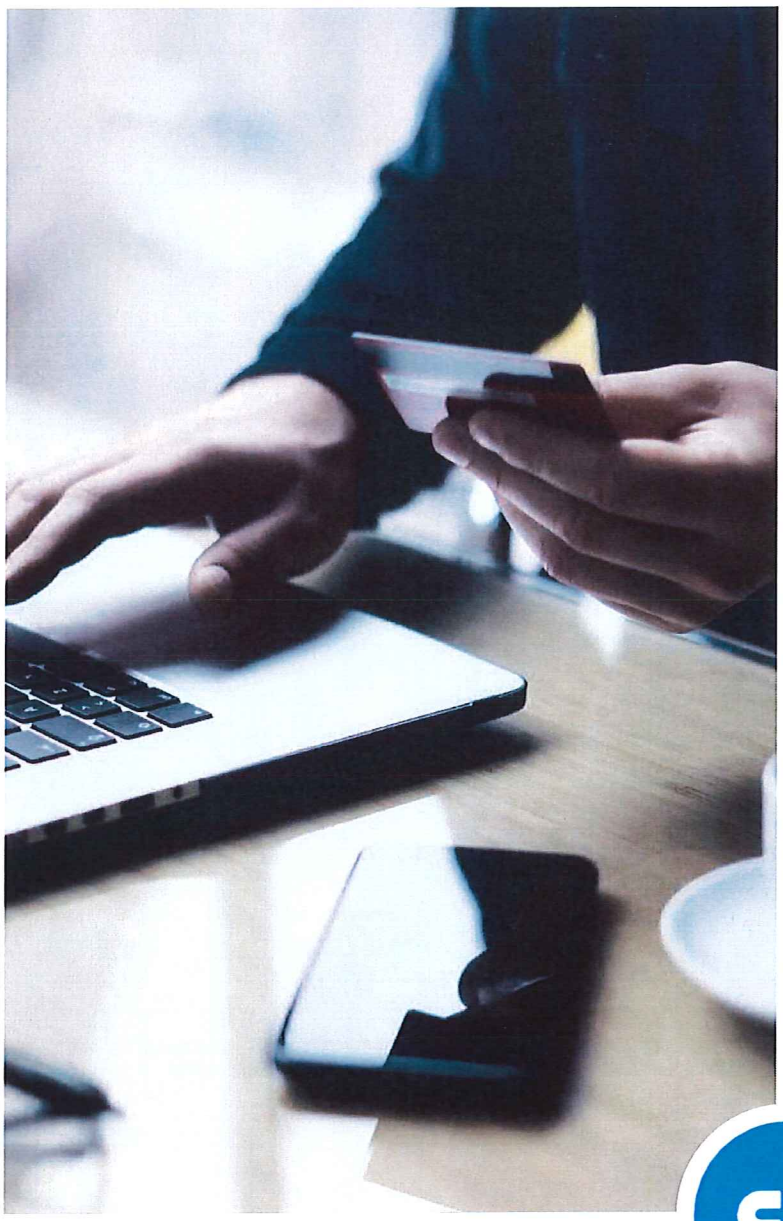
Data Center	Bandwidth
• Highly reliable data center & secure facility • Managed network infrastructure • On-site power backup & generators • Multiple telecom/network providers • Fully redundant network • System monitoring – 24/7/365	• Multiple network providers in place • Unlimited bandwidth usage for 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

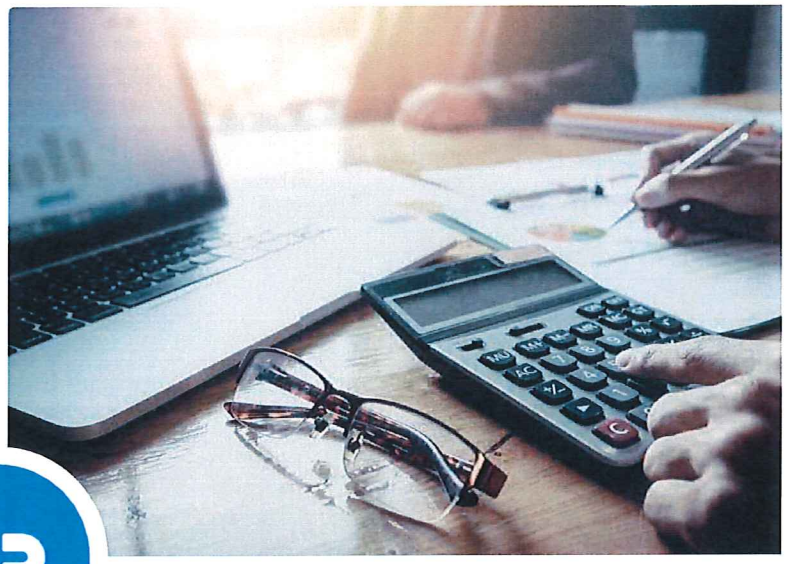
Disaster Recovery	
• Emergency after-hours support, live agent (24/7) • On-line status monitor by Data Center • 8-hour guaranteed recovery TIME objective (RTO)	• 24-hour guaranteed recovery POINT objective (RPO) • Pre-emptive monitoring for disaster situations • Multiple, geographically diverse data 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

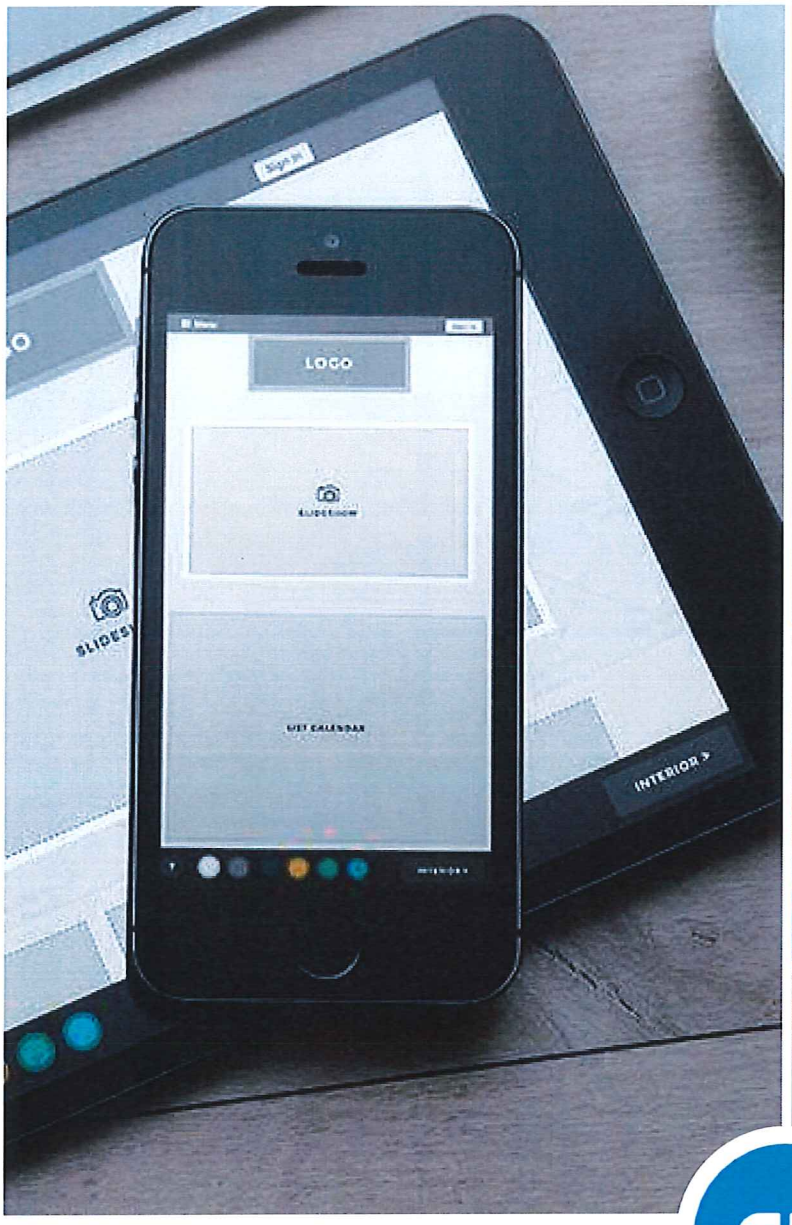
Payment Gateway Account

- 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

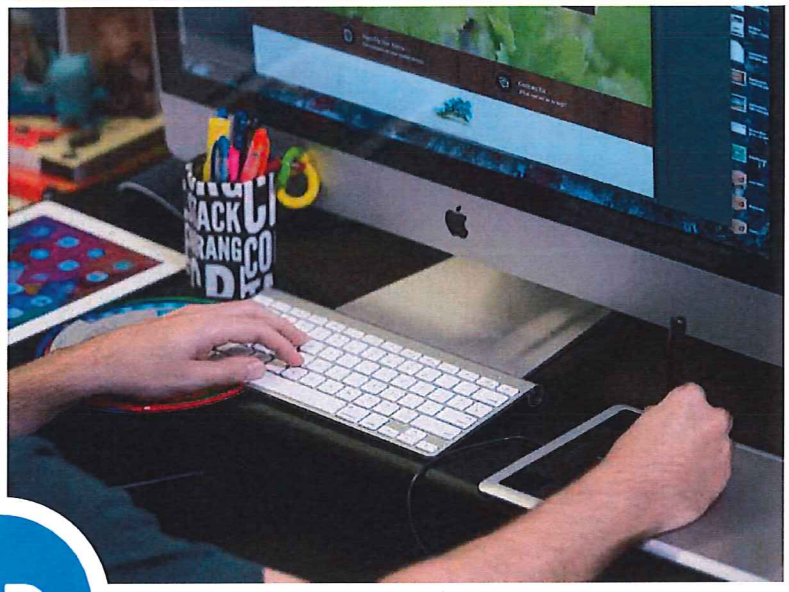
CivicPlus wants our clients to succeed in delivering a viable, sustainable, and flexible technology solution to their communities. We will work with you before contract signing to determine which of our billing processes will meet both your needs for budget planning and our accounting processes.

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

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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