


STATE OF NORTH CAROLINA
Division of North Carolina Office of Recovery and Resiliency

Refer <u>ALL</u> Inquiries regarding this RFP to: Tim Pendergrass	Request for Proposal # 19-RFP-014523-WAX Proposals will be publicly opened: April 5, 2019 at 2:00 PM ET
Contract Type: Open Market	Using Agency: North Carolina Office of Recovery and Resiliency
Commodity No. and Description: 958-77 Project Management Services	Requisition No.: RQ21744274

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this proposal, the undersigned Vendor certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and 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 proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for 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 2 CFR § 200.317, the undersigned vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of 2 CFR § 200.318-326. 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.

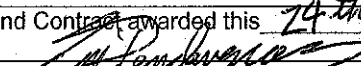
Failure to execute/sign proposal prior to submittal shall render proposal invalid and it WILL BE REJECTED. Late proposals cannot be accepted.

COMPLETE/FORMAL NAME OF VENDOR: Hunt, Guillot & Associates, LLC		
STREET ADDRESS: 603 Reynolds Drive	P.O. BOX: 580	ZIP: 71273
CITY & STATE & ZIP: Ruston, LA 71270	TELEPHONE NUMBER: 225-927-6825	TOLL FREE TEL. NO: 1-866-255-6825
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #12):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Jack Hunt, Vice President		FAX NUMBER: 318-255-8591
VENDOR'S AUTHORIZED SIGNATURE: 	DATE: 3/25/19	EMAIL: jhunt@hga-llc.com

Offer valid for at least 90 days from date of proposal opening, unless otherwise stated here: _____ days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

If any or all parts of this proposal are accepted by the State of North Carolina, an authorized representative of the NC Department of Public Safety, Division of Purchasing and Logistics shall affix his/her signature hereto and this document and all provisions of this Request for Proposal along with the Vendor proposal response and the written results of any negotiations shall then constitute the written agreement between the parties. 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 accept and Contract awarded this 24th day of May, 2019, as indicated on the attached certification, by 

(Authorized Representative of North Carolina DPS)

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1.0 PURPOSE AND BACKGROUND

The North Carolina Office of Recovery and Resiliency (NCORR), a division of the North Carolina Department of Public Safety (DPS), is soliciting proposals from interested firms to provide staff augmentation, general grant coordination and management, and project management services for current and anticipated Community Development Block Grant for Disaster Recovery (CDBG-DR) grants to the State of North Carolina. The State of North Carolina (the State) has received approximately \$236.5 million in CDBG-DR awards to date for Hurricane Matthew (DR-4285). The State anticipates an additional \$168 million for mitigation projects, and, following Hurricane Florence (DR-4393), North Carolina anticipates another substantial CDBG-DR award. To meet the unprecedented challenge of recovering from two major disasters in two years, the State has established NCORR to be the new grantee agency for management of all CDBG-DR awards to the State. NCORR is seeking proposal from qualified Vendors, interested in responding to this RFP, that have specific experience and qualifications in the areas identified in this solicitation.

The purpose of this RFP and any resulting Contract Award is to solicit Offers for the development, support and training of staff for the State of North Carolina's new CDBG-DR grantee agency, NCORR. NCORR has been established to receive and administer any CDBG-DR grant awarded by the U.S. Department of Housing and Urban Development (HUD) for the purpose of recovering from a major disaster. The agency will manage all aspects of these grants, including planning and policy development, recovery program administration, compliance monitoring, program financial management, and grant closeout. The programs that NCORR will administer under the CDBG-DR grant include, but are not limited to: single-family home repair reimbursement, rehabilitation, and reconstruction; repair and replacement of manufactured homes; repairs to public infrastructure; rehabilitation of public housing units; rehabilitation of small rental properties and multi-family rental housing units; buyouts and acquisition of flood-prone residential properties; and the small business recovery loan program. Further details on these recovery programs, including the State's Action Plan and Housing Program Manual, can be found on the State's CDBG-DR website: <https://www.rebuild.nc.gov/>.

This Contract will be classified as a Definite Quantity Contract. This means the request is for a close-ended contract between the awarded Vendor and the State to furnish a pre-determined quantity of a good or service during a specified period of time.

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

2.2 RESERVED E-PROCUREMENT

This RFP does not incorporate the e-procurement fee. See Paragraph 16 of the attached Terms and Conditions as amended. General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

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

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 2.5 PROPOSAL QUESTIONS. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. This applies to any language appearing

in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer. **By execution and delivery of this RFP 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 proposal as nonresponsive.**

2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	State	March 13, 2019
Submit Written Questions	Vendor	March 21, 2019
Provide Response to Questions	State	March 25, 2019
Presentation (optional)	Vendor	TBD
Submit Proposals	Vendor	April 5, 2019 by 2:00 PM ET
Contract Award	State	TBD
Contract Effective Date	State	TBD

2.5 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to tim.pendergrass@ncdps.gov by the date and time specified above. Vendors should enter "RFP # 19-RFP-014523-PTW. Questions" as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this RFP.

2.6 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk for late submission due to unintended or unanticipated delay—whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor's sole responsibility to ensure its proposal 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 proposal when received. Any proposal-submitted after the proposal deadline will be rejected.

Office Address of delivery by any other method (special delivery, overnight, or any other carrier).

PROPOSAL NUMBER: 19-RFP-014523-PTW

Attn: Tim Pendergrass

North Carolina Department of Public Safety

Purchasing and Logistics

3030 Hammond Business Place

Raleigh, NC 27603

Vendors shall deliver one (1) signed, original executed response and two (2) copies of the signed original executed quote to the address identified in the table in this Section. Also include (1) one electronic copy on a flash drive that is not password protected. Address package and insert quote number as shown in the table above.

Proposal number shall be marked on the outside of the sealed envelope with the Vendor's name and date and time of opening.

IMPORTANT NOTE: It is the responsibility of the Vendor to have the signed quote physically in this Office by the specified time and date of opening, regardless of the method of delivery. This is an absolute requirement. The time of delivery will be marked on each quote when received, and any quote received after the submission deadline will not be accepted or evaluated. Sealed quotes, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity as described herein.

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors proposing on this RFP 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 RFP and all Addenda thereto.

Contact with anyone working for or with the State regarding this RFP other than the State Contract Lead named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Vendor's offer, at the State's election.

2.7 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Vendor RFP responses shall include the following items and those attachments should be arranged in the following order:

- a) Cover Letter
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number and a statement of conflicts (if any) the proposing entity or key employees may have regarding these services. The statement should include conflicts, as well as any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interests are identified, please state so.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the RFP and signed receipt pages of any addenda released in conjunction with this RFP (if required to be returned).
- d) Table of Contents
- e) A brief history of the Vendor, including general background, knowledge of CDBG-DR programs, and experience working with relevant agencies or programs including Resumes and bios of the personnel assigned to the project, to demonstrate that staff meet the requirements outlined in this RFP for each role described. (See Section 4.6)
- f) Completed version of ATTACHMENT A: PRICING
- g) ATTACHMENT B: INSTRUCTIONS TO VENDORS
- h) ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

- i) Completed and signed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION
- k) Completed and signed version of ATTACHMENT F: HISTORICALLY UNDERUTILIZED BUSINESSES INFORMATION

2.8 ALTERNATE PROPOSALS

Vendor may submit alternate proposals for various methods or levels of service(s) or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal #19-RFP-014523-PTW." Each proposal must be for a specific set of Services and must include specific pricing. If a Vendor chooses to respond with various service offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial offer, made in response to a request by the issuing agency.
- b) **CDBG-DR:** Community Development Block Grant for Disaster Recovery grant.
- c) **DRRA:** Disaster Risk Reduction Areas
- d) **DRGR:** Disaster Recovery Grant Reporting System.
- e) **E-PROCUREMENT SERVICE(S):** The program, system, and associated Services through which the State conducts electronic procurement.
- f) **HUD:** U.S. Department of Housing and Urban Development.
- g) **NCORR:** The North Carolina Office of Recovery and Resiliency
- h) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
- i) **RFP:** Request for Proposal
- j) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- k) **SOP:** Standard Operating Procedures
- l) **SOR:** System of Record
- m) **TRA:** Temporary Relocation Assistance
- n) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- o) **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.
- p) **URA:** Uniform Relocation Act
- q) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

Contracts will be awarded in accordance with G.S. § 143-52 and the evaluation criteria set out in this solicitation. Prospective Vendors shall not be discriminated against on the basis of any prohibited grounds as defined by Federal and State law.

All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best final evaluation, based on the criteria described below.

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

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

3.3 PROPOSAL EVALUATION PROCESS

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

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

Proposals will be received from each responsive Vendor according to the method of submission specified in Section 2.6 of this RFP.

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

At that date and time, the proposal from each responding firm will be opened publicly and the name of the Vendor and total cost offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

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

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

Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

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

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

1) Source Selection

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

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

2) Best and Final Offers (BAFO)

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

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

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

3.4 EVALUATION CRITERIA

Each of the criteria below shall be evaluated in accordance with the solicitation documents:

- a) Vendor's proposed plan to meet the Scope of Work (45 points) Section 5.0
- b) Proposed Staff Qualifications and Experience (35 points) Section 4.6
- c) Cost (20 points)

The State will determine low cost by normalizing the scores as follows:

The proposal with the lowest cost will receive a score of 20. All other competing proposals will be assigned a portion of the maximum score using the formula:

$$20 \quad \times \quad \frac{\text{the cost of the lowest cost proposal}}{\text{the cost of the cost proposal being evaluated}}$$

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

3.6 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, 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 RFP. 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 proposal, 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 twelve (12) month beginning on the date of award (Effective Date). The Vendor shall begin work immediately after the Effective Date.

At the end of the Contract's current term, the State shall have the option, at its sole discretion, to renew to Contract under the same terms and condition for up to a total of two additional six month periods. The total potential term of this contract would be two (2) years from date of award.

4.2 PRICING

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

4.3 ANTICIPATED PAYMENT STRUCTURE

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

4.4 INVOICES

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

4.5 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. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.6 VENDOR EXPERIENCE

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

Vendor must identify the personnel to be assigned to the project, including the organizational structure, and each person's area of responsibility. Resumes for each professional assigned to this project are also required. Vendors must

have sufficient and qualified staff immediately available to enter into a contract under this RFP and to manage any work called for in the RFP.

By executing this RFP the Vendor acknowledges that it agrees with the following statement: "The personnel included in this bid are not subject to any non-competition agreement that would prevent them from accepting any offer of employment from the State of North Carolina outside of the first term (the first 12 months)."

4.7 BACKGROUND CHECKS

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

4.8 PERSONNEL

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

4.9 VENDOR'S REPRESENTATIONS

- a) Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under this Contract. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, and labor necessary for the Vendor to provide and deliver the Services and Deliverables.
- c) Vendor warrants that it has the financial capacity to perform and to continue to perform its obligations under the contract; 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.
- e) Compliance with the Copeland "Anti-Kickback" Act
 - i. Vendor shall comply with 18 U.S.C § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - ii. Subcontracts. The Vendor or subcontractor shall insert in any subcontracts the clause above and such other clauses as HUD may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for a debarment as a Vendor and subcontractor as provided in 29 C.F.R. § 5.12.
- f) Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to the Regional Office of the Environmental Protection Agency (EPA).
- g) Vendor warrants, pursuant to 40 U.S.C. 3702 of the Contract Work Hours and Safety Standards Act, when the contract exceeds \$100,000 and involves the employment of mechanics or laborers, it is in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). The vendor warrants it computes the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

5.0 SCOPE OF WORK

5.1 GENERAL

NCORR requests proposals from qualified Vendors to provide the following services to the existing State staff with at least the levels of experience, abilities, and expertise identified below. Vendor and its employees, officers and executives, and subcontractors, if any, shall be independent Vendors and not employees or agents of the State. The Agreement shall not operate as a joint venture, partnership, trust, agency or any other similar business relationship.

Vendor personnel provided under this RFP will report on-site between the hours of 8-5 to the NCORR location. Office space will be provided by NCORR for the awarded Vendor. NCORR will provide IT support including computer workstations, e-mail accounts, and data storage and cellular telephones as necessary. The need for full-time Vendor assistance listed under each task below are estimates based on anticipated current needs. NCORR reserves the right to request a level of effort that is greater or lesser than these estimates, including the possibility of requiring additional categories. Upon award, NCORR and the awarded Vendor shall finalize a project work plan.

NCORR will be using Salesforce as the System of Record (SOR) for case management of all projects in the State to be funded through CDBG-DR funds. NCORR will be providing the management of this system, but the awarded Vendor shall use the State's SOR. NCORR will be establishing additional systems for financial management and reporting. The awarded Vendor will not be expected to bring these systems with them, but will be expected to become proficient in using them and may be asked to help in setting up new systems, separate from the SOR, for financial management and reporting.

Vendor's proposal response for this project must contain evidence of Vendor's experience and abilities in the specified area and other disciplines directly related to the proposed service. The State anticipates awarding contracts to one qualified Vendor through this RFP.

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

5.2 TASKS / DELIVERABLES

For this RFP, NCORR requires the Vendor to provide the following associated expertise and work requirements. Vendor shall demonstrate in its proposal response how it meets the following requirements and how it will measure success:

Task 1

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

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

The Support Staff should have a minimum of three years direct experience in DRGR management and/or CDBG-DR financial management, demonstrated expertise in DRGR Action Plan development, experience in producing Quarterly Performance Reports, or a combination of skills and experience to provide Subject Matter Expertise for the scope of work identified in Task 1 (a.-k.).

Support Staff shall become proficient in current financial policies and procedures and support processing of a revised or new draw through DRGR within one month of the contract start date. The awarded Vendor shall have completed NCORR staff training within two months.

Task 2

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

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

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

The *Relocation Specialist* will be expected to have completed training for NCORR staff within one month of the contract start date and to have provided finalized URA and/or TRA Standard Operating Procedures and Policies within two months of Contract Award.

Task 3

One (1) Buyout and Acquisition Specialist—The Buyout and Acquisition Specialist shall provide Subject Matter Expertise in the implementation of a CDBG-DR buyout/acquisition program. This may include:

- a. Assisting in the development of Disaster Risk Reduction Areas (DRRA's) in coordination with State staff.
- b. Providing expertise to inform NCORR and NCORR's SOR developers with building or modifying workflow modules in the SOR. Skills sought include policy and programmatic expertise to inform NCORR and NCORR's developers of best practices and do not include SOR development skills.
- c. Helping launch application intake and communication strategy with applicants within DRRA's.
- d. Assisting in the development of NCORR's Buyout and Acquisition manuals, procedures, and policies. Provide Subject Matter Expertise to NCORR staff regarding program improvements and Action Plan revisions.
- e. Ensuring all buyout and acquisition activities are in compliance with NCORR policies and procedures, manuals, HUD and cross-cutting Federal regulations, and State law.
- f. Assisting in the implementation in all aspects of the Buyout and Acquisition program from applicant intake to closeout.
- g. Providing training to state, contract, or local staff.
- h. Assisting with other program needs, if requested.

The *Buyout and Acquisition Specialist* should have a minimum of three years' experience in a buyout and acquisition program for a CDBG-DR grantee or sub-recipient of equivalent size to North Carolina.

Buyout and Acquisition Specialist shall have assisted in finalizing NCORR's Buyouts and Acquisition manual and associated Standard Operating Procedures within two months of Contract start date.

Task 4

Four (4) Quality Assurance/Quality Control Specialists—The Quality Assurance/Quality Control Specialists shall provide internal quality assurance and quality control functions and provide training to existing and new NCORR staff. This may include:

- a. Providing expertise to inform NCORR and NCORR's SOR developers with building or modifying workflow modules in the SOR. Skills sought include policy and programmatic expertise to inform NCORR and NCORR's developers of best practices and do not include SOR development skills.
- b. One (1) *Quality Assurance/Quality Control Specialist* shall review the Duplication of Benefits (DOB) and Verification of Benefits (VOB) determinations for applicants completed by NCORR's contractors according to NCORR's established policies, HUD and cross-cutting Federal regulations, and State law.
- c. Three (3) *Quality Assurance/Quality Control Specialists* at a minimum shall be responsible for the following:
 - i. Developing a monitoring plan.
 - ii. Monitoring NCORR's programs and subrecipients for compliance according to NCORR's policies and procedures, NC state law, and HUD and cross-cutting Federal regulations.
 - iii. Conducting on-site monitoring visits with the State's subrecipients for all procurement, financial, construction and other activity.
 - iv. Checking for quality and compliance all the products completed by the State's prime contracting firms, the Construction Management firm, or the firms procured by subrecipients, including awards, environmental reviews, damage inspections, and all other outputs as requested.

- v. Monitoring and tracking all changes to NCORR's policies and procedures, Action Plans, manuals and checking all policy changes for State and Federal regulations compliance.
- vi. Interfacing with NCORR's internal training team to describe all changes made to policies and procedures.
- vii. Providing training to state, contract, or local staff.
- viii. Assisting with other program needs, if requested.

One (1) *Quality Assurance/Quality Control Specialists* should have demonstrated expertise in single-family recovery programs including rehabilitation, reconstruction, elevation, and construction management for single-family programs. One (1) *Quality Assurance/Quality Control Specialists* should have demonstrated expertise in other housing programs as defined by NCORR's Housing Manual, available at rebuild.nc.gov, including but not limited to buyout/acquisition, small rental repair, and multifamily new construction. One (1) *Quality Assurance/Quality Control Specialists* should have demonstrated expertise in other programs as defined by the State's Action Plan, and in programs that support the eligibility determination of housing programs, including but not limited to infrastructure, economic development, environmental review, damage assessments and site-specific environmental reviews. The *Quality Assurance/Quality Control Specialists* should have a minimum of three years' experience in compliance or equivalent work for a CDBG-DR grantee or subrecipient of approximate size and/or scope to North Carolina.

The *Quality Assurance/Quality Control Specialists* shall be proficient in all policies and procedures including HUD, State and Federal regulations; shall develop a comprehensive quality control/quality assurance and monitoring plan; and start enacting the plan within one month of the contract start date.

Task 5

Three (3) CDBG-DR Planning and Program Support Subject Matter Experts— Services provided by the CDBG-DR SMEs will include drafting program policies, guidebooks, forms, field memoranda and guidance documentation for NCORR review. The SMEs will work with NCORR staff to recommend refinements to operation, documents, and policy to support the consistent and efficient implementation of federal requirements, and to assist with HUD reporting requirements. The SME will support NCORR staff during HUD monitoring visits. The SMEs will provide a number of services including reviewing requests for information from field staff which require interpretations of program policy based upon case specific facts; providing training to NCORR staff and NCORR vendor personnel; conducting analyses on current processes and working with NCORR team leads to identify, document and prioritize process improvements; monitoring construction and application processing to identify the root causes of production bottlenecks and providing technical assistance to NCORR staff to increase production levels; developing and issuing Process Improvement Implementation Plans; and assisting NCORR staff with ongoing planning related to future disaster response. The SMEs shall provide subject matter expertise for CDBG-DR program planning and Action Plan development. The SMEs shall at a minimum be responsible for:

- a. Drafting original CDBG-DR Action Plan content for NCORR staff review and approval.
- b. Analyzing FEMA and other data to inform the State's Unmet Need Analysis for a new Action Plan; compiling, editing, analyzing data with expert understanding of CDBG-DR best practices to provide recommendations to NCORR staff.
- c. Interfacing with NCORR senior leadership to provide recommendations for Action Plan design.
- d. Analyzing data to develop Unmet Needs and associated recommendations for the best use of available funding. Writing programs in Action Plans to address Unmet Needs and make best use of available funding.
- e. Providing subject matter expertise on housing programs, mitigation activities, buyout and acquisition programs, infrastructure programs, and all other CDBG-DR funded recovery activities as needed.
- f. Drafting and revising NCORR Policies and Procedures including but not limited to the NCORR Housing Manual in accordance with the State Action Plan, State and Federal Laws, as needed.
- g. Providing subject matter expertise in CDBG-DR application intake and process.
- h. Providing expertise to inform NCORR and NCORR's SOR developers with building or modifying workflow modules in the SOR. Skills sought include policy and programmatic expertise to inform NCORR and NCORR's developers of best practices and do not include SOR development skills.

- i. Providing training to state, contract, or local staff.
- j. Assisting with other programs, if needed.

One (1) *SME* should have a minimum of five years direct experience in CDBG-DR program policy and/or implementation for a grantee or sub-recipient of equivalent or greater scope of service and size to North Carolina, direct experience authoring original Action Plan content for a grantee or sub-recipient of greater or equivalent size to North Carolina, considerable expertise in Action Plan development, considerable knowledge of CDBG-DR best practices and HUD regulations, and demonstrated ability to provide expert recommendations to senior leadership. Consultant should have subject matter expertise in at least the following areas: CDBG-DR housing programs including buyout and acquisition, single family homeowner programs, infrastructure, application intake and process flow, Section 3, Davis Bacon, and URA requirements, and all other CDBG-DR program activities as needed, considerable expertise in Action Plan Development and data analysis, demonstrated strong writing, analytical, leadership and communications skills.

Two (2) *SMEs* should have a minimum of three years direct experience in CDBG-DR program policy and/or implementation for a grantee or sub-recipient of equivalent or greater scope of service and size to North Carolina. Consultants should have demonstrated expertise in data analysis, Action Plan development, HUD-compliant policy generation, previous experience generating policies and procedures for a CDBG-DR grantee or sub-recipient of equivalent or greater scope of service or size to North Carolina, demonstrated expertise in policy generation or implementation of CDBG-DR single-family housing programs, infrastructure programs, buyout/acquisition programs, or a combination of skills and experience in CDBG-DR policy generation or implementation.

CDBG-DR Planning and Program Support Subject Matter Experts shall immediately begin data analysis of FEMA and other data to author an original Unmet Needs Analysis within one month of Contract Award, and shall provide NCORR with finalized original Action Plans for review and approval within the allowed times, as defined by the expected Federal Register Notice, of expected awards to North Carolina.

Task 6

One (1) CDBG-DR Environmental Review Specialist— Services provided by the CDBG-DR Environmental Review Specialist may include but are not limited to:

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

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

The *Environmental Review Specialist* shall be expected to have reviewed and provided recommendations for NCORR's environmental review process within one month of Contract Award and to have improved the speed of Tier 2 environmental review approvals, defined by achieving a review and approval pace that is quicker than the average of the last three months' pace prior to Contract Award, within two months of Contract Award.

Task 7

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

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

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

The *Infrastructure Specialist* shall review and provide recommendations on the improvement of NCORR's infrastructure programs and policies within one month of Contract Award, and shall be expected to assist in the generation of program policies and recommendations for new Action Plans within the allowed time of expected CDBG-DR awards to North Carolina, as defined by the expected Federal Register Notice.

Task 8

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

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

5.3 ACCEPTANCE OF WORK

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

5.4 TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, Vendor shall provide, at the option of the State, up to two (2) months after such end date all such reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises

this option, the Parties agree that such transition assistance shall be deemed to be governed by the terms and conditions of this Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.0 CONTRACT ADMINISTRATION

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

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

6.2 POST AWARD MANAGEMENT REVIEW MEETINGS

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

6.3 DISPUTE RESOLUTION

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the State's Contract Lead for resolution. A claim by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.4 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the State and Vendor.

ATTACHMENT A: PRICING**COST OF VENDOR'S OFFER**

The Price Proposal should consist of hourly contract rates fully inclusive of salary, overhead, travel outside of the home office and expenses. No additional costs will be paid.

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

COST COMPONENTS OF INITIAL TERM- YEAR ONE

Task/Title	Hourly Billing Rate	Estimated Maximum Hours	Subtotal	Task Total	
Task 1					
DRGR Support Staff (1)	\$155.00	2000	\$310,000.00		
DRGR Support Staff (2)	\$155.00	2000	\$310,000.00	\$620,000.00	Task 1 Total
Task 2					
Relocation Specialist (1)	\$130.00	2000	\$260,000.00	\$260,000.00	Task 2 Total
Task 3					
Buyouts and Acquisitions Specialist (1)	\$150.00	2000	\$300,000.00	\$300,000.00	Task 3 Total
Task 4					
Quality Assurance/Quality Control Specialist (1)	\$130.00	2000	\$260,000.00		
Quality Assurance/Quality Control Specialist (2)	\$130.00	2000	\$260,000.00		
Quality Assurance/Quality Control Specialist (3)	\$130.00	2000	\$260,000.00		
Quality Assurance/Quality Control Specialist (4)	\$165.00	2000	\$330,000.00	\$1,110,000.00	Task 4 Total
Task 5					
CDBG-DR Planning and Policy Support (1)	\$175.00	2000	\$350,000.00		
CDBG-DR Planning and Policy Support (2)	\$175.00	2000	\$350,000.00		
CDBG-DR Planning and Policy Support (3)	\$150.00	2000	\$300,000.00	\$1,000,000.00	Task 5 Total
Task 6					
CDBG-DR Environmental Review Specialist (1)	\$140.00	2000	\$280,000.00	\$280,000.00	Task 6 Total
Task 7					
CDBG-DR Infrastructure Specialist (1)	\$185.00	2000	\$370,000.00	\$370,000.00	Task 7 Total
Task 8					
As-Needed Project Managers	\$185.00	---			
				\$3,940,000.00	Initial Term NTE

COST COMPONENTS OF OPTIONAL SECOND TERM- 6 MONTHS

Task/Title	Hourly Billing Rate	Estimated Maximum Hours	Subtotal	Task Total	
Task 1					
DRGR Support Staff (1)	\$158.10	1000	\$158,100.00		
DRGR Support Staff (2)	\$158.10	1000	\$158,100.00	\$316,200.00	Task 1 Total
Task 2					
Relocation Specialist (1)	\$132.60	1000	\$132,600.00	\$132,600.00	Task 2 Total
Task 3					
Buyouts and Acquisitions Specialist (1)	\$153.00	1000	\$153,000.00	\$153,000.00	Task 3 Total
Task 4					
Quality Assurance/Quality Control Specialist (1)	\$132.60	1000	\$132,600.00		
Quality Assurance/Quality Control Specialist (2)	\$132.60	1000	\$132,600.00		
Quality Assurance/Quality Control Specialist (3)	\$132.60	1000	\$132,600.00		
Quality Assurance/Quality Control Specialist (4)	\$168.30	1000	\$168,300.00	\$566,100.00	Task 4 Total
Task 5					
CDBG-DR Planning and Policy Support (1)	\$178.50	1000	\$178,500.00		
CDBG-DR Planning and Policy Support (2)	\$178.50	1000	\$178,500.00		
CDBG-DR Planning and Policy Support (3)	\$153.00	1000	\$153,000.00	\$510,000.00	Task 5 Total
Task 6					
CDBG-DR Environmental Review Specialist (1)	\$142.80	1000	\$142,800.00	\$142,800.00	Task 6 Total
Task 7					
CDBG-DR Infrastructure Specialist (1)	\$188.70	1000	\$188,700.00	\$188,700.00	Task 7 Total
Task 8					
As-Needed Project Managers	\$188.70	---			
				\$2,009,400.00	Second Term NTE

COST COMPONENTS OF OPTIONAL THIRD TERM- 6 MONTHS

Task/Title	Hourly Billing Rate	Estimated Maximum Hours	Subtotal	Task Total	
Task 1					
DRGR Support Staff (1)	\$158.10	1000	\$158,100.00		
DRGR Support Staff (2)	\$158.10	1000	\$158,100.00	\$316,200.00	Task 1 Total
Task 2					

Relocation Specialist (1)	\$132.60	1000	\$132,600.00	\$132,600.00	Task 2 Total
Task 3					
Buyouts and Acquisitions Specialist (1)	\$153.00	1000	\$153,000.00	\$153,000.00	Task 3 Total
Task 4					
Quality Assurance/Quality Control Specialist (1)	\$132.60	1000	\$132,600.00		
Quality Assurance/Quality Control Specialist (2)	\$132.60	1000	\$132,600.00		
Quality Assurance/Quality Control Specialist (3)	\$132.60	1000	\$132,600.00		
Quality Assurance/Quality Control Specialist (4)	\$168.30	1000	\$168,300.00	\$566,100.00	Task 4 Total
Task 5					
CDBG-DR Planning and Policy Support (1)	\$178.50	1000	\$178,500.00		
CDBG-DR Planning and Policy Support (2)	\$178.50	1000	\$178,500.00		
CDBG-DR Planning and Policy Support (3)	\$153.00	1000	\$153,000.00	\$510,000.00	Task 5 Total
Task 6					
CDBG-DR Environmental Review Specialist (1)	\$142.80	1000	\$142,800.00	\$142,800.00	Task 6 Total
Task 7					
CDBG-DR Infrastructure Specialist (1)	\$188.70	1000	\$188,700.00	\$188,700.00	Task 7 Total
Task 8					
As-Needed Project Managers	\$188.70	---			
				\$2,009,400.00	Third Term NTE

	Total Estimated Maximum # of Hours of Effort for all three potential Contract Terms	Total not-to-exceed price for all three potential Contract Terms
Summation of Cost Components for all Three Potential Contract Terms	52,000	\$7,958,800.00

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ATTACHMENT B: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure the timely submission of proposals.
3. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal.
4. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the State reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.
5. **EXECUTION:** Failure to execute page 1 of the RFP (Execution Page) in the designated space shall render the proposal 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 RFP, including any negotiated terms; (2) requirements and specifications and administration provisions in Sections 4, 5 and 6 of this RFP; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT B: INSTRUCTIONS TO VENDORS; (5) ATTACHMENT A: PRICING, and (6) Vendor's proposal.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested in the spaces provided in this document. Further, if required elsewhere in this proposal, each Vendor shall submit with its proposal any sketches, descriptive literature and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a proposal without further consideration.
8. **RECYCLING AND SOURCE REDUCTION:** It is the policy of the State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The Vendor remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Vendors are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable. As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)) the Vendor certifies, by signing this offer that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.
9. **CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA:** As a condition of contract award, each out-of-State Vendor that is a corporation, limited-liability company or limited-liability partnership shall have received, and shall maintain throughout the term of The Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A State contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered as transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.
10. **SUSTAINABILITY:** 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 proposal 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 proposals 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:** G.S. 143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying a percentage increase to the price of any proposal from a North Carolina resident Vendor. To the extent another state does so, North Carolina applies the same percentage increase to the proposal of a vendor resident in that state. Residency is determined by a Vendor's "Principal Place of Business," defined as that principal place from which the overall trade or business of the Vendor is directed or managed.
13. **INELIGIBLE VENDORS:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void *ab initio*.
14. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain as confidential trade secrets in its proposal that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked as confidential, the State will notify Vendor of such action and allow Vendor to defend the confidential status of its information.
15. **PROTEST PROCEDURES:** When a Vendor wishes to protest the award of The Contract 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. Proposal status and Award notices are posted on the Internet at <https://www.ips.state.nc.us/ips/>. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.
16. **MISCELLANEOUS:** Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.
17. **COMMUNICATIONS BY VENDORS:** In submitting its proposal, the Vendor agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this RFP. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the solicitation, during the evaluation of the

proposals (i.e., after the public opening of the proposals and before the award of the Contract), unless the State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's proposal and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation or award of a Contract related to this RFP. Failure to comply with this requirement shall constitute sufficient justification to disqualify a Vendor from a Contract award. Only those communications with the using agency or issuing agency authorized by this RFP are permitted.

18. **TABULATIONS:** Bid tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), <https://www.ips.state.nc.us/ips/BidNumberSearch.aspx>. Click on the IPS BIDS icon, click on Search for Bid, enter the bid number, and then search. Tabulations will normally be available at this web site not later than one working day after the bid opening. Lengthy or complex tabulations may be summarized, with other details not made available on IPS, and requests for additional details or information concerning such tabulations cannot be honored.
19. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** The North Carolina electronic Vendor Portal (eVP) allows Vendors to electronically register for free with the State to receive electronic notification of current procurement opportunities for goods and Services of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website: <http://ncadmin.nc.gov/about-doa/divisions/purchase-contract>.
20. **WITHDRAWAL OF PROPOSAL:** Proposals 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 RFP prior to the time for opening proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). Written withdrawal requests shall be submitted on the Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of proposals shall be allowed only for good cause shown and in the sole discretion of 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 RFP and in formal Addenda issued through IPS.
22. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred or associated with the preparation of proposals.
23. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
24. **INSPECTION AT VENDOR'S SITE:** 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 proposal document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

- b) The agency(ies) participating in the Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
- c) Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

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 30 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. **AFFIRMATIVE ACTION:** The Vendor will take affirmative action in complying 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 (including but not limited to 41 CFR § 60-1.4) and State law.
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 subcontractor 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 proposal 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 contractor wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such performance, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State 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 RFP 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 RFP, any addenda hereto, and the Vendor's proposal 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.

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-Contractors, employees, or other persons performing work under the Contract:

n/a

2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

n/a

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

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

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

North Carolina

ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: Hunt, Guillot & Associates, LLC (HGA)

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: n/a

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

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

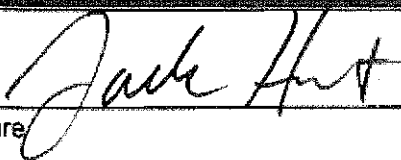
☒ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

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

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

Note: This is a continuing certification and Vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:

	<u>3/25/19</u>
Signature	Date
Jack Hunt, Vice President	
Printed Name	Title

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

ATTACHMENT F: HISTORICALLY UNDERUTILIZED BUSINESSES INFORMATION

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

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

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP. Any questions concerning NC HUB certification, contact the North Carolina Office of Historically Underutilized Businesses at (919) 807-2330. The Vendor shall respond to question a) and b) below.

a) Is Vendor a Historically Underutilized Business? ☐ Yes ☒ No

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

ATTACHMENT G: NCORR RULES AND REGULATIONS

The following are the requirements that Vendor must agree to in order to be awarded any contract under this RFP. If Vendor is unwilling to meet any of these requirements, Proposer should not submit a bid.

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 (the first 12-month Contract Term). By executing this RFP the Vendor affirms this condition, as directed in the QUALIFICATIONS section of this RFP. This affirmation is a material condition for the State's award of any work under this RFP.
2. **Background Checks.** All proposed or replaced staff must have national criminal background checks available for review by NCORR. Upon selection, respondents will provide copies of current national criminal background checks on any proposed employees for NCORR review and approval.
3. **Availability of Personnel.** It is expected that the proposed personnel will remain committed, as long as those individuals continue to be available to the firm. Please be advised that the awarded Vendor may not change proposed project team members or their fulltime/part-time status during the term of the Contract without the prior written consent of NCORR.
4. **Monthly Reporting.** The awarded Vendor will be required to submit monthly reports to NCORR including performance metrics for the Vendor-provided staff. The awarded Vendor will be responsible for developing the template for these monthly reports subject to the approval of NCORR.
5. **Assignment.** Vendor shall not assign or transfer any interest in the contract without prior written approval of NCORR. Any claims for money due to Vendor from NCORR may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without prior written approval. Notice of any such assignment or transfer shall be furnished promptly to NCORR.
6. **Confidential Findings.** All of the reports, information, data etc., prepared or assembled by Vendor under this contract are confidential, and Vendor agrees they shall not be made available to any individual or organization without prior written approval of NCORR.
7. **Program Monitoring.** Vendor agrees to assist and cooperate with the Federal grantor agency and NCORR 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 NCORR such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
8. **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, NCORR 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 NCORR to be necessary, NCORR shall effect termination according to the following procedure:
 - a. **Notice to Cure.** NCORR shall give written notice of the conditions of default, setting forth the 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, NCORR may terminate the Contract, in whole or in part. NCORR 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 NCORR for damage sustained to NCORR by virtue of any breach of this Contract by Vendor. NCORR may withhold any payments to Vendor for the purpose of set off until such time as the exact amount of damages due NCORR from Vendor is determined.
9. **Termination for Convenience of NCORR.** NCORR may terminate this Contract any time by notice in writing from NCORR to Vendor ("Notice of Termination"). Unless otherwise specified in the Notice of Termination, the effective date of the termination will be 30 days from the date of the Notice of Termination. If the Contract is terminated by NCORR as provided herein, Vendor will be paid an amount which bears the same ratio to the total compensation as the work actually performed bears to the total work of Vendor covered by the Contract, less payments of compensation previously made.
10. **Funding Contingency.** The awarded Contract may be suspended and/or terminated without liability to the State if the CDBG-DR grant is suspended or terminated, and unless and until the State or NCORR receives Community Development funds in an amount that is deemed sufficient to enable it to fund the Contract awarded, the State or NCORR is under no obligation to make any payments to the Vendor.
11. **Civil Rights Requirements.** Vendor shall comply with all civil-rights related requirements, pursuant to 24 CFR § 570.503(b)(5).
12. **Equal Employment Opportunity.** During the performance of this Contract, Vendor agrees to comply with 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
13. **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.
14. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

15. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
16. **Environmental Compliance.** If the Contract awarded hereby amounts to more than \$100,000.00, Vendor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7401-7671q.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11 738, Environmental Protection Agency (EPA) regulations (40 CFR, 15) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the EPA.
17. **Debarment and Suspension (Executive Orders 12549 and 12689).** Vendor is ineligible for an award under this RFP if they are listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
18. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Vendor and its subcontractors must file the required anti-lobbying certification. Each contracting 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 must 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 non-Federal award.
19. **Procurement of Recovered Materials.** Vendor must comply with Section 6002 of the Solid Waste Disposal Act, P.L. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ K; 2 C.F.R. § 200.322; Chapter V, ¶ 7. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
20. **Section 3 Clause.** Vendor will comply with the following clauses from 24 CFR 135.38:
- The work performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3).
 - The Parties agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by this Contract, the Parties certify they are under no contractual obligations or other impediment that would prevent them from complying with the part 135 regulations.
 - Vendor agrees to send each labor organization or representative or workers with which Vendor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of Vendor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training

- position, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the expected date the work shall begin.
- d. Vendor agrees to include this section 3 clause in every subcontract subject to compliance with regulations 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. Vendor will not subcontract with any subcontractor where Vendor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - e. Vendor will certify that any vacant employment positions, including training positions, that are filled (1) after Vendor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent Vendor's obligations under 24 CFR part 135.
 - f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract.
21. **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 establish a ten percent (10%) goal for participation by minority and women owned businesses in total value of work performed for the State.
22. **Access of the State of North Carolina (i.e., its agencies), HUD and Others to CDBG-DR Documents, Papers, and Books.** Vendor agrees to allow the departments and agencies of the State of North Carolina, HUD, 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 CDBG-DR Program for the purpose of making audits, examinations, excerpts, and transcriptions.
23. **Records.** 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.
24. **Changes.** NCORR may, from time to time, request changes in the scope of the work of Vendor to be performed hereunder. Such changes, including any increase or decrease in the amount of Vendor's compensation which are mutually agreed upon by and between NCORR and Vendor, shall be incorporated in written and executed amendments to this Contract.
25. **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).
26. **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 NCORR. All of the work required hereunder will be performed by Vendor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and State law to perform such work. No person who is serving a sentence in penal or correctional institution shall be employed to work under this Contract.

27. **Compliance with Office of Management and Budget.** Vendor agrees to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.
28. **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.

Vendor Personnel Effort Report

NC Office of Recovery and Resiliency

Vendor must provide timesheets for each employee for whom the vendor charges by hourly rate. Timesheets must reflect all time recorded for the pay period. The vendor is permitted to redact line items related to work not performed under this contract, but all recorded hours must remain unredacted.

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North Carolina Department of Public Safety

Purchasing and Logistics

Roy Cooper, Governor
Erik A. Hooks, Secretary

Cassandra Skinner Hookstra, Chief Deputy Secretary
Douglas Holbrook, Chief Financial Officer
Joanne B. Rowland, Director

Purchasing & Logistics

IMPORTANT PROPOSAL ADDENDUM

March 26, 2019

FAILURE TO RETURN THIS ADDENDUM IN ACCORDANCE WITH INSTRUCTIONS MAY SUBJECT YOUR PROPOSAL TO REJECTION ON THE AFFECTED ITEM(S):

PROPOSAL Number: 19-RFP-014523-PTW

COMMODITY/SERVICE: Staff Augmentation for Community Development Block Grant Disaster Recovery Program Delivery & Oversight

ADDENDUM Number: 01

USING AGENCY: NCORR

PURCHASER: Tim Pendergrass

OPENING DATE/TIME: April 5, 2019, 2:00 pm

QUESTIONS AND ANSWERS:

	<u>Reference</u>	<u>Vendor Question</u>	<u>Answer</u>
1	Section 5.0, Scope of Work – pages 15-20	Can the scope of work requirements be performed by a Prime Contractor who is also a Subcontractor on the RFP for the North Carolina Construction Management Services for State's Hurricane Recovery Program (#19-RFP-014582-WAX)?	The state will consider a Prime Contractor that is also a subcontractor on the NC Construction Management Services. If this is the case, Vendor shall provide a conflict of interest statement with its response insuring that no overlap or conflict between the two services will exist.
2	Section 2.7, Item c, page 8.	Please confirm that you are requesting Vendors to submit the entire body of the RFP, including the signed Execution pages and receipt pages from all Addenda, as part of the third required element of the proposal. Are Vendors required to mark the pages of the RFP in any way when submitting them in this manner? Should blank Attachments be submitted here, even if they are provided again later in the proposal?	Yes, at least one complete copy of the RFP should be returned with the signed execution page. As the entire RFP along with the vendors response will become the contract. The vendor needs to fill in any pages requiring input and put the vendor name on the top of each page. Only one copy of attached items needs to be included.
3	Section 2.7, Item e, page 8.	This item requires that the Vendor include "Resumes and bios of the personnel assigned to the project." Are both resumes and bios required, or is one or the other sufficient?	Either would be acceptable as long as the required qualification are given.

MAILING ADDRESS:
4227 Mail Service Center
Raleigh, NC 27699-4200
www.ncdps.gov



OFFICE LOCATION:
3030 Hammond Business Place
Raleigh, NC 27603-3666
Telephone (919) 743-8141
Fax (919) 715-3731

An Equal Opportunity Employer

4	Section 2.7, Items g and h, page 8.	The RFP requires that Vendors include Attachment B, Instructions to Vendors, and Attachment C, North Carolina General Contract Terms and Conditions. These two items do not appear to require input from the Vendor. Please confirm that the Vendor is to include these documents in their proposal with no added content. If Vendors should add content to these Attachments, please identify this content.	See response to question #2
5	Section 3.4, Item a, page 12, and Section 2.7, Item e, page 8.	The evaluation criteria assign 45 points to "Vendor's proposed plan to meet the Scope of Work," but Section 2.7, Proposal Contents, does not mention inclusion of an approach section or similar plan to meet the Scope of Work. Please clarify where, among the proposal elements listed in Section 2.7, the Vendor should address its approach to meeting the Scope of Work.	See Section 5.2 first paragraph Vendor shall demonstrate in its proposal response how it meets the following requirements and how it will measure success: <i>Vendor shall add the following to Section 2.7</i> e) Also Vendor shall provide a description of how it will meet the requirements in Section 5.2
6	General	Do subcontractors also need to fill out any of the required forms, or are they only required for the prime contractor? If so, which ones?	Forms are only required to be filled out by the Vendor submitting a proposal. Vendor shall provide the names of all subcontractors with it proposal response. See Attachment C 17.
7	General	Is there currently an incumbent company, who has a similar contract performing these services?	No.
8	General	If so - can you please provide incumbent name, contract number, dollar value and period of performance?	See response to question 7.
9	Section 3.4 – Evaluation Criteria, Page 12 and Section 2.7 – Proposal Contents Page 8	Item a, Evaluation Criteria indicates the evaluation will be based, among other things, on the proposer's plan to meet the scope of work . Item e, Proposal Contents requests a brief history of the vendor, including general background, knowledge of CDBG-DR programs, and experience working with relevant agencies or programs including resumes and bios of the personnel assigned to the project, to demonstrate that staff meet the requirements outlined in this RFP for each role described, but requests no plan to meet the scope of work. What, if any, plan/technical approach to the tasks is required in a vendor's response to this RFP? If required, where should we provide the information?	See response to question #5
10	Section 1.0 – Purpose and	If firms are currently providing program management services, as a prime contractor or subcontractor, in support of CDBG-DR funding	See response to question #1

	Background, Page 6	for Hurricane Matthew, are they conflicted from responding to this solicitation?	
11	Section 1.0 – Purpose and Background, Page 6	What other RFPs does the State plan to issue related to management, implementation, and/or monitoring of the CDBG-DR programs? Would a firm providing services under this solicitation be precluded from providing services for those solicitations?	The State doesn't plan to discuss anticipated RFP's. See response to question #1
12	Section 6.1 – Contract Administration : Project Manager and Customer Service, Page 21	This section indicates: "The Vendor shall designate and make available to the State a project manager." We see no position listed for this. Where should we provide the cost for this person?	The Project Manager for this contract will oversee the project. Separate costs will not be given. Cost may be included in the overhead for the other positions.
13	RFP Section 1.0, Purpose and Background, Page 6	What is the role of the NCORR staff vis a vis the staff who would be working on this contract?	Each NCORR division that this RFP is seeking staff augmentation for will have an NCORR staff lead—the staff being sought through this RFP will provide the services listed in Section 5.0, Scope of Work.
14	Section 4.8 Personnel, Page 14	The RFP states "Vendor shall not substitute key personnel..." Who is defined as key personnel?	Key Personnel is defined as individuals identified in the Vendor's response to the RFP.
15	Section 5.2, pages 15-19	Are contractors currently working in the positions listed in the requirement? If so, who is the current vendor/contractor?	No n/a
16	Section 2.7(e), page 8 Section 4.6, page 13	Do you want resumes of the people we are proposing to work in the positions, since the company will not be the awardee as of the date of the submission of the proposal?	Yes, resumes of all proposed staff must be provided.
17	Section 5.2, pages 15-19	How will contractors be trained on systems used for the project?	NCORR and its consultants will provide training for all new staff on the use of the System of Record. See specifications in 5.0, Scope of Work, for staff expectations with regard to system familiarity.
18	Section 3.1, pages 9-10	If the Agency chooses to award to multiple contractors, how will the project be divided?	See section 3.0 Method of Award and Proposal Evaluation Process. The State intends to award to a single Vendor. If the State awards to multiple vendors it would be divided by Tasks.
19	Attachment C	Would the State be willing to accept terms and conditions around loss limitations similar to other contracts between vendors and the State? Suggested language is as follows: Limitation of Liability. Notwithstanding anything else in this contract to the contrary, including all attachments, the liability of the Vendor on account of any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the services performed under the Contract shall	No.

		be limited to the amount of fees paid or owing to the Vendor under the Contract. In no event shall the Vendor be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, rule, regulation or tort (including but not limited to negligence) or otherwise, and shall survive contract termination or expiration.	
20	Attachment C	<p>Can language be included in the contract to document use of third party vendors which support the Vendor in the conduct of their business? Suggested language is as follows:</p> <p>Use of Vendors. State acknowledges and agrees that in connection with the performance of services under the Contract, Vendor and its Member Firms, in their discretion or at the State's direction, may utilize the services of third parties within and outside of the United States to complete the services under the Contract. State further acknowledges and agrees that Vendor-controlled parties, member Firms of the Vendor, and other third party service providers (collectively, "Vendors") may have access to Confidential Information from offshore locations, and that the Vendor uses Vendors within and outside of the United States to provide at Vendor's direction administrative or clerical services to Vendor. These Vendors may in the performance of such services have access to the State's Confidential Information. Vendor represents to the State that with respect to each Vendor, Vendor has technical, legal and/or other safeguards, measures and controls in place to protect Confidential Information of the State from unauthorized disclosure or use. Vendor shall be responsible to the State for Vendor-controlled, member Firms or Vendor's failure to comply.</p>	<p>No. 3rd Party vendors are already addressed in the RFP. See Section 17. Subcontracting in the Attachment C</p> <p>See Section 3.5(d) Performance Outside the United States.</p>
21	Attachment C	Based on the current proposed insurance terms, the State is stipulating that the Vendor must decide appropriate coverage limits. As the RFP does not identify specific coverage requirements applicable to the identified scope of work, can the selected Vendor, after contract award and prior to commencement of the work, work with the State to identify	No, the insurance terms will remain as written in Attachment C.

		appropriate and mutually agreeable insurance requirements?	
22	Attachment C (General Contract Terms and Conditions)	An attached copy of Attachment C General Contract Terms and Conditions is provided with tracked changes to provide proposed edits within current provisions to be consistent with professional standards, internal vendor operational procedures, and/or industry practice for this type of work	The terms and conditions in Attachment C will remain as written.
23	Attachment G (NCORR Rules and Regulations)	Can paragraph 6 be revised to include the provision as noted below: All of the reports, information, data etc., prepared or assembled by Vendor under this contract are confidential, and Vendor agrees they shall not be made available to any unauthorized individual or organization without prior written approval of NCORR.	No, Rules and Regulations remain as written.
24	Attachment G (NCORR Rules and Regulations)	Can paragraph 8.c. be revised to include the provision as noted below: 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. The Vendor shall not have any liability to the State as a result of the State's use of any unfinished, incomplete, or draft deliverables that are furnished to the State, provided that the Vendor has notified the State of the incomplete status of such deliverables. Notwithstanding the above, Vendor shall not be relieved of liability to NCORR for damage sustained to NCORR by virtue of any breach of this Contract by Vendor. NCORR may withhold any payments to Vendor for the purpose of set off until such time as the exact amount of damages due NCORR from Vendor is determined.	No, Rules and Regulations remain as written.
25	Attachment G (NCORR Rules and Regulations)	Can paragraph 22 be revised to include the provision as noted below: Vendor agrees to allow the departments and agencies of the State of North Carolina, HUD, the Comptroller General of the United States, and any of their duly authorized representatives access to any timekeeping and expense records of Vendor which are directly pertinent to the CDBG-DR Program for the purpose of making audits, examinations, excerpts, and transcriptions. Any non-government employees will sign the Vendor's	No, Rules and Regulations remain as written.

		form of non-disclosure agreement prior to being provided access to any Vendor information.	
26	Proposal Sign-off page	<p>Can the Execution paragraph be amended to include the below:</p> <p>In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, except as otherwise stated in the Vendor's proposal, 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.</p>	No, the Execution paragraph will remain as written.
27	Section 5.0 Scope of Work, page 15	We are aware that you are under contract with other contractors for the scope of services and positions defined in this solicitation. There appears to be duplicative services, how do you reconcile the scope of services between the two (current contract and solicitation)?	NCORR does not have additional contracts for this scope of service.
28	Section 1 Purpose and Background, Page 6	Is the current contractor administering Program Management (Bid# 19-RFP-014128-WAX) for Hurricane Matthew and the current contractor administering homeowner services for Robeson County and the City of Fayetteville for Hurricane Matthew prohibited from bidding on this solicitation?	No.
29	Section 5.2 Tasks/Deliverables (Tasks 1-8), Page 15-20	How will the staff defined in the solicitation relate, interact, and/or overlap with already existing vendor personnel under Hurricane Matthew (DR-4285) Bid# 19-RFP-014128-WAX?	The Scope of Service for these two contracts will not overlap.
30	Section 5.0 Scope of Work, pages 15-20	Are vendors prohibited from offering services on only select task(s), or are vendors required to offer services only on all 8 tasks to be considered?	See response to question 18.
31	Attachment A: Pricing, pages 22-24	How will the cost component of As-Needed Project Managers be evaluated if no Estimated Maximum Hours are given?	The cost for the As-Needed Project Manager will not be included in the overall total cost or the evaluation.
32	Attachment E: Certification of Financial Condition, page 34	Are audited financial statements applicable to this RFP?	Attachment E must be filled out and submitted regarding financials. Audited Financial Statements are not required with proposal response, however the State reserves the right to request Audited Financial Statements from Vendors during the evaluation of proposals.

INSTRUCTIONS:

1. Check ONLY one of the following categories and return one properly executed copy of this addendum prior to proposal opening time and date.

☐

Proposal has already been mailed. Changes resulting from this addendum are as follows:

☐

Proposal has already been mailed. NO CHANGES resulted from this addendum.

☒

Proposal has NOT been mailed and ANY CHANGES resulting from this addendum are included in our response.

Execute Addendum:

VENDOR: Hunt, Guillot & Associates LLC (HGA)

ADDRESS (CITY & STATE): 603 Reynolds Drive

AUTHORIZED SIGNATURE: *Jack Hunt*

NAME and TITLE (Typed): Jack Hunt, Vice President

DELIVERED BY US POSTAL SERVICE

PROPOSAL NO. 19-RFP-014523-PTW
North Carolina Department of Public Safety
Purchasing & Logistics
3030 Hammond Business Place
Raleigh, NC 27603

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, upon final payment, 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 provided it notifies the State of the use of such proprietary components before that are identified in the solicitation response. Vendor grants the State a royalty-free, non-exclusive, perpetual personal, permanent, non-transferable license to use such proprietary components solely in connection with the State's use 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 accordance with professional standards. 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 subcontractors 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 professional 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. However, if the State seeks to terminate the Contract pursuant to this paragraph, the State shall first notify the Vendor in writing of its intent to terminate, identify the alleged deficiencies in performing giving rise to the intent to terminate, and shall not terminate the Contract unless the Vendor fails to cure the specified deficiencies within thirty (30) days of Vendor's receipt of notice of such deficiencies. 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 in accordance with the requirements of the Contract as to which the option is exercised. The Vendor shall not have any liability to the State as a result of the State's use of any unfinished, incomplete, or draft deliverables that are furnished to the State, provided that the Vendor has notified the State of the incomplete status of such deliverables. The Vendor may retain a copy of the deliverables and any information received, developed, or otherwise relating to this Contract in order to comply with its contractual obligations and applicable professional standards. 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.

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 (1) use of the Services other than in accordance with applicable documentation or instructions supplied by Vendor or other than for the State's internal business purposes; (2) the State's material alteration, modification, or revision of any Vendor-branded deliverables or services, not expressly agreed to in writing by Vendor; (3) the combination of the Deliverables with materials not supplied or approved by the Vendor; (4) the Vendor's compliance with Client's specifications or requirements, including, but not limited to the required use of tangible or intangible items provided by the Client; or (5) 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. The Vendor shall not have any liability to the State as a result of the State's use of any unfinished, incomplete, or draft deliverables that are furnished to the State, provided that the Vendor has notified the State of the incomplete status of such deliverables. The Vendor may retain a copy of the deliverables and any information received, developed, or otherwise relating to this Contract in order to comply with its contractual obligations and applicable professional standards. 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.

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 timekeeping and expense 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).

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 subcontractor 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 ~~for death, bodily injury, or damage to tangible property~~, 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.~~

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, except as required by law, legal process, applicable professional standards or otherwise permitted by the Contract.~~

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.* The Vendor may retain a State Data relating to this Agreement in order to comply with its contractual

obligations and applicable professional standards. State Data stored on routine back-up media for the purpose of disaster recovery will be subject to destruction in due course. Latent data such as deleted files and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files and metadata that can customarily only be retrieved by computer forensics experts and are generally considered inaccessible without the use of specialized tools and techniques will not be within the requirement for the return of State Data as contemplated by this paragraph.

Appendix C: Sample Reports

We have presented on the following pages several sample reports used in other programs, to show how HGA maintains transparency with our customers. We have limited these samples to three pages each, as the full package of reports exceeds 300 pages. We can provide full versions if requested. To protect our customer's potentially sensitive information, we have marked this section as Confidential.

The reports provided are as follows:

- Program Obligation Cost Summary Spend Down (By Planning Group – Community – Subrecipient - Project Level)
- Project Status Report Tracking
- Program Subrecipient Contract Tracking – Project Obligations
- Financial Tracking – Request for Payment Register
- CDBG Compliance Project Reference Checklist Tracking Example
- Program Ad hoc – Key Performance Indicators (KPIs) Status Summary
 - PSR Ad hoc Design Tracking
 - PSR Ad hoc Procurement Tracking
 - PSR Ad hoc Pre-Construction Tracking
 - PSR Ad hoc Construction Tracking

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