



STATE OF NORTH CAROLINA

DEPARTMENT OF PUBLIC SAFETY

Request for Proposal #: 19-RFP-014458-WAX

DIVISION OF EMERGENCY MANAGEMENT

**PROJECT MANAGEMENT FOR SHELTERING AND TEMPORARY
ESSENTIAL POWER (STEP) PROGRAM.**

Date of Issue: October 17, 2018

Proposal Opening Date: October 26, 2018

At 2:00 PM ET

Direct all inquiries concerning this RFP to:

Angela Wainright

Purchasing Officer

Email: angela.wainright1@ncdps.gov

Phone: 919-324-6476

Source of Funding:

Federal Emergency Management Agency Public Assistance Program



STATE OF NORTH CAROLINA

Request for Proposal #

19-RFP-014458-WAX

For internal State agency processing, including tabulation of proposals in the Interactive Purchasing System (IPS), please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page is to be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.**

ID Number:

Federal ID Number or Social Security Number

Vendor Name



STATE OF NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY

Refer **ALL** inquiries regarding this RFP to:

Angela Wainright

919-324-6476

Angela.wainright1@ncdps.gov

Request for Proposal # 19-RFP-014458-WAX

Proposals will be publicly opened: **October 26, 2018 at 2:00 PM ET**

Contract Type: Agency Specific

Commodity No. and Description: Project Management Services

Using Agency: Emergency Management

Requisition No.:

EXECUTION

In compliance with this Request for Proposals, 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.

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

VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		
fingerprint NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:

Offer valid for at least 60 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 Department of Public Safety 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).

FOR STATE USE ONLY: Offer accept and Contract awarded this _____ day of _____, 20____, as indicated on the attached certification, by _____

(Authorized Representative of the Department of Public Safety)

Table of Contents

1.0	PURPOSE AND BACKGROUND	4
2.0	GENERAL INFORMATION.....	5
2.1	REQUEST FOR PROPOSAL DOCUMENT	5
2.2	E-PROCUREMENT SOLICITATION	5
2.3	NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS	5
2.4	RFP SCHEDULE	6
2.5	URGED AND CAUTIONED PRE-PROPOSAL CONFERENCE	7
2.6	PROPOSAL QUESTIONS	7
2.7	PROPOSAL SUBMITTAL	8
2.8	PROPOSAL CONTENTS	9
2.9	DEFINITIONS, ACRONYMS, AND ABBREVIATIONS.....	9
3.0	METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS.....	11
3.1	METHOD OF AWARD	11
3.2	CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION.....	11
3.3	PROPOSAL EVALUATION PROCESS.....	12
3.4	EVALUATION CRITERIA.....	13
3.5	INTERPRETATION OF TERMS AND PHRASES.....	14
4.0	REQUIREMENTS	15
4.1	CONTRACT TERM.....	15
4.2	PRICING.....	15
4.3	INVOICES.....	16
4.4	FINANCIAL STABILITY	16
4.5	VENDOR EXPERIENCE.....	16
4.6	REFERENCES	18
4.7	BACKGROUND CHECKS.....	18
4.8	PERSONNEL.....	19
4.9	VENDOR'S REPRESENTATIONS	19
5.0	SCOPE OF WORK	19
5.1	GENERAL	19
5.2	TASKS/DELIVERABLES	20

5.3	PROJECT ORGANIZATION.....	21
5.4	TECHNICAL APPROACH	21
5.5	ACCEPTANCE OF WORK.....	22
5.6	WARRANTIES.....	22
5.7	NO GUARANTEE OF VOLUME OR USAGE	22
5.8	TRANSITION ASSISTANCE	22
6.0	CONTRACT ADMINISTRATION.....	22
6.1	CONTRACT ADMINISTRATORS.....	22
6.2	POST AWARD MANAGEMENT REVIEW MEETINGS	23
6.3	CONTINUOUS IMPROVEMENT.....	23
6.4	PERIODIC WEEKLY STATUS REPORTS	23
6.5	DISPUTE RESOLUTION	23
6.6	CONTRACT CHANGES	23
	ATTACHMENT A: PRICING.....	24
	ATTACHMENT B: INSTRUCTIONS TO VENDORS.....	25
	ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS	29
	ATTACHMENT D: FEMA REQUIRED CONTRACT CLAUSES	36
	ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION.....	46
	ATTACHMENT F: SUPPLEMENTAL VENDOR INFORMATION.....	47
	ATTACHMENT G: ALCOHOL/DRUG-FREE WORK PLACE POLICY	48
	ATTACHMENT H: STEP POLICY	49
	ATTACHMENT I: RIGHT OF ENTRY	57
	ATTACHMENT J: JOB DESCRIPTIONS	70
	ATTACHMENT K: INSPECTION CHECKLIST.....	72

1.0 PURPOSE AND BACKGROUND

Hurricane Florence made landfall on September 14, 2018, displacing residents, overloaded sheltering, and temporary sheltering in the Emergency Area. The President of the United States granted the State of North Carolina an emergency declaration in FEMA-EM-3401 and an expedited Major Disaster Declaration in FEMA-4393-DR.

The area sustained damage to housing and prevented residents from being able to return to their homes and there is a lack of large rental stock as alternative options. FEMA has approved Public Assistance funding under section 403 of the Robert T. Stafford Act for the Sheltering and Temporary Essential Power (STEP) Program. The STEP program allows the State to perform emergency work and power restoration in disaster damaged single-family owner occupied residences. This program will provide for eligible applicants to return to or remain in their homes while permanent repairs are completed.

The Division of Emergency Management (NCEM) will act as the recipient and will establish eligibility criteria. The project manager will develop the scope of work for contractors, the Volunteer Organizations Active in Disasters (VOADs) and will procure supplies for materials. Additionally, the project manager will coordinate workflow between the contractors and the VOADs.

STEP is for disaster damaged single-family owner-occupied residential properties only, to include duplexes and townhomes. Commercial properties and commonly owned areas, structures, or equipment is not eligible for removal, maintenance, repair, or replacement under this program.

The program has been approved in the following counties and based on FEMA data the State anticipates the following number of homes eligible for repair.

County	Currently Eligible	Projected Eligible	Projected Completed
Bladen (County)	591	733	242
Brunswick (County)	1343	1665	550
Carteret (County)	1721	2134	704
Columbus (County)	968	1200	396
Craven (County)	2470	3063	1011
Cumberland (County)	664	823	272
Duplin (County)	939	1164	384
Jones (County)	489	606	200
New Hanover (County)	1764	2187	722

Onslow (County)	1927	2389	789
Pender (County)	1757	2179	719
Robeson (County)	1980	2455	810
Grand Total	16613	20600	6800

The State will procure the services of multiple construction firms (“Contractors”) to implement the temporary restoration of necessary services in single dwelling residences in damaged areas. Contractors will be chosen based on experience in rendering similar services and local capacity to obtain materials and provide services on an expedited basis. The State will also utilize the services of volunteer organizations to assist with repairs as determined by the State and project manager.

Contractor(s) is expected to be able to complete all work orders by March 14, 2019.

To maximize work efficiencies, the State reserves the right to adjust workloads among the contractors and volunteer organizations on a weekly basis depending on performance, until all properties enlisted in the program are complete.

The Project Manager retained through this RFP will be responsible for determining the eligibility of applicants pursuant to the State’s STEP program guidelines, as may be amended and providing overall project management of the STEP measures performed by the STEP Contractors. Neither the Contractor nor a related entity may serve as a STEP Contractor.

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 E-PROCUREMENT SOLICITATION

ATTENTION: This is NOT an E-Procurement solicitation. Paragraph #16 of Attachment C: North Carolina General Contract Terms and Conditions, paragraphs (b) and (c), do not apply to this solicitation.

2.3 NOTICE TO VENDORS REGARDING 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 2.6 PROPOSAL QUESTIONS. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this 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.**

If a Vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this RFP, about whether specific language proposed as a modification is acceptable to or will be considered by the State. Identification of objections or exceptions to the State's terms and conditions in the proposal itself shall not be allowed and shall be disregarded or the proposal rejected.

A Vendor may, however, include a separate page along with its proposal, titled "Request for Proposed Modifications to Terms and Conditions," and identify specific modifications that it requests the State to consider. The State will evaluate all proposals without regard to any proposed modifications. Once a proposal has been identified as the one for which an award recommendation has been made but prior to approval of the recommendation, the State, in its sole and absolute discretion, may consider any proposed modifications attached to that proposal. Any modification(s) to the terms and condition agreed to by the State will be identified in the Certification of Award. Any ambiguity, vagueness, inconsistency or conflict, either internal to such modification(s) or arising when read in conjunction with other portions of the Contract, shall be construed strictly in favor of the State. Only those proposed modifications identified in the award certification shall be part of the Contract, and the State may ignore all proposed modifications, accept one or more and ignore others, accept all or, through negotiations after an award, agree to compromise language concerning one or more proposed modifications to be incorporated into a contract amendment. By executing and submitting its proposal in response to this RFP, Vendor understands and agrees that the State may exercise its discretion not to consider any and all proposed modifications Vendor(s) may request and may accept Vendor's proposal under the terms and conditions of this RFP.

Contact with anyone working for or with the State, regarding this RFP other than the State Contract Specialist 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.

2.4 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	October 17, 2018
Hold Pre-Proposal Meeting/Site Visit	State	October 22, 2018 @ 1:00 p.m. et
Submit Written Questions	Vendor	October 23, 2018 by 5 p.m. et
Provide Response to Questions	State	October 24, 2018 by 5 p.m. est
Submit Proposals	Vendor	October 26, 2018 by 2:00 p.m. et
Contract Award	State	November 1, 2018
Contract Effective Date	State	November 1, 2018

2.5 URGED AND CAUTIONED PRE-PROPOSAL CONFERENCE

Urged and Cautioned pre-proposal conference.

Date: October 22, 2018
Time: 1:00 p.m. Eastern Time
Contact #: 919-324-6476

Instructions: All vendor representatives are **strongly urged and cautioned** to be present for a pre-proposal conference on **October 22, 2018**. Attendees must meet promptly at 1:00 PM Eastern Time at NCEM Media room, at the Joint Force Headquarters, 1636 Gold Star Dr, Raleigh, NC 27607. NCEM requests that vendors attending this conference pre-register and submit questions by emailing Angela Wainright at angela.wainwright1@ncdps.gov of the NCDPS Purchasing and Logistics section to confirm attendance to confirm two business days in advance of the conference. All attendees must sign in upon arrival. Once the sign-in process is complete, all other persons, wishing to attend may do so to the extent that space and circumstances allow. Any vendor not available to attend the conference may call in by calling 919-715-1794.

The purpose of this conference is for all prospective Vendors to apprise themselves with the conditions and requirements, which will affect the performance of the work called for by this Request for Proposals. Vendors must stay for the duration of the conference. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this proposal.

Vendors are cautioned that any information released to attendees during the conference, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this Request for Proposal, must be confirmed by written addendum before it can be considered to be a part of this proposal.

2.6 PROPOSAL QUESTIONS

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

Written questions shall be emailed to angela.wainwright1@ncdps.gov by the date and time specified above. Vendors should enter "RFP # [RFP Number]: 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.

2.7 PROPOSAL SUBMITTAL

Sealed proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items or Services as described herein.

Mailing address for delivery of proposal via US Postal Service or delivery by any other method (special delivery, overnight, or any other carrier)

PROPOSAL NUMBER: 19-RFP-014458-WAX
North Carolina Department of Public Safety
Purchasing and Logistics Office
3030 Hammond Business Place
Raleigh, NC 27603

IMPORTANT NOTE: All proposals shall be physically delivered to the office address listed above on or before the proposal deadline in order to be considered timely, regardless of the method of delivery. **This is an absolute requirement.** All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service is entirely on the Vendor. It is the sole responsibility of the Vendor to have the proposal physically in this Office by the specified time and date of opening. The time of delivery will be marked on each proposal when received, and any proposal received after the proposal submission deadline will be rejected. Sealed proposals, 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.

Note that the U.S. Postal Service generally does not deliver mail to specified street address but to the State's Mail Service Center. Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency's purchasing office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal. **Attempts to submit a proposal via facsimile (FAX) machine, telephone or electronic means, including but not limited to email, in response to this RFP shall NOT be accepted.**

- a) Submit **two (2) signed, original executed** proposal responses, [4] of photocopies, [1] un-redacted electronic copies on CD, DVD or flash drive and, if required, 1 redacted electronic (Proprietary and Confidential Information Excluded) copies on CD, DVD or flash drive of your proposal simultaneously to the address identified in the table above.
- b) Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.
- c) The electronic copies of your proposal must be provided on separate read-only CD's, DVD's or flash drives. The files on the discs **shall NOT** be password protected, shall be in .PDF or .XLS format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel.

Disc One must contain the entire Technical and Cost. Proposal including any proprietary information and have the following label affixed to the disc: 1) Vendor name; (2) the RFP number; (3) the due date; and (4) the words "Disc One - Technical and Cost Proposal Non-Redacted."

Disc Two must contain the entire Cost Proposal and have the following label affixed to the disc: 1) Vendor name; (2) the RFP number; (3) the due date; and (4) the words "Disc Three - Cost Proposal".

Disc Three (or, Disc two if one-step method is used), if required for confidentiality, must contain the Technical (and Cost—if *one-step method is used*) Proposal **excluding** any proprietary information identified as confidential and proprietary in accordance with Attachment B, Paragraph 11 of the Instructions to Vendors. NCEM in responding to public records requests will release the information on this disc. It is the sole responsibility of the Vendor to ensure that this disc complies with the requirements of A, Paragraph 11 of the Instructions to Vendors. The following label must be affixed to the disc: (1) Vendor name; (2) the RFP number; (3) the due date; and (4) the words "Disc Three Technical and Cost Proposal– Redacted Copy".

2.8 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) Completed and signed version of EXECUTION PAGES, along with the body of the RFP.
- b) Signed receipt pages of any addenda released in conjunction with this RFP (if required to be returned).
- c) Completed version of ATTACHMENT A: PRICING
- d) ATTACHMENT B: INSTRUCTIONS TO VENDORS
- e) ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
- f) Completed and signed version of ATTACHMENT D: FEMA REQUIRED CONTRACT CLAUSES
- g) Completed and signed version of ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION
- h) Completed and signed version of ATTACHMENT F: SUPPLEMENTAL VENDOR INFORMATION
- i) ATTACHMENT G: ALCOHOL/DRUG-FREE WORK PLACE POLICY
- j) ATTACHMENT H: SHELTERING AND TEMPORARY ESSENTIAL POWER (STEP) PILOT PROGRAM GUIDANCE FOR FEMA-4393-DR-NC
- k) ATTACHMENT I: RIGHT OF ENTRY FORM
- l) ATTACHMENT J: JOB DESCRIPTIONS
- m) ATTACHMENT K: INSPECTION CHECKLIST
- n) SEPARATE DOCUMENT (NOT INCLUDED IN THE PROPOSAL ITSELF): If necessary, a list of Vendor issues or proposed alternative language concerning State Terms and Conditions (see Section 2.3 NOTICE TO VENDORS REGARDING TERMS AND CONDITIONS for additional information).

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial offer, made in response to a request by the issuing agency.
- b) **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
- c) **CONTRACTOR or CONTRACTORS:** The contractors qualified pursuant to a RFQ or RFP to provide emergency repairs to single owner-occupied family homes in this RFP.
- d) **CONTRACT ADMINISTRATOR:** Representative of the Department of Public Safety responsible for providing daily technical oversight of the contract and making sure the vendor performs according to the technical requirements of the contract.
- e) **CONTRACT OFFICER:** Representative of the Department of Public Safety who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the State and who will administer the contract for the State.
- f) **DPS:** Department of Public Safety

-
- g) **E-PROCUREMENT SERVICES:** The program, system, and associated Services through which the State conducts electronic procurement.
 - h) **FEMA:** Federal Emergency Management Agency.
 - i) **LOT:** A grouping of similar products within this RFP.
 - j) **MAY:** Denotes that which is permissible, not mandatory.
 - k) **NCEM:** North Carolina Division of Emergency Management of the Department of Public Safety.
 - l) **NOTICE TO PROCEED:**
 - m) **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
 - n) **PROJECT MANAGER:** A professional in the field of project management. They will have the responsibility of the planning, procurement and execution of a project, in any undertaking that has a defined scope, defined start and a defined finish regardless of industry.
 - o) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
 - p) **REDACTED:** edited copy of the Vendors proposal response with Proprietary and/or Confidential information excluded/removed.
 - q) **RFP:** Request for Proposal.
 - r) **RFQ:** Request for Qualifications.
 - s) **SERVICES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
 - t) **SHALL or MUST:** Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of the proposal.
 - u) **SHOULD:** Denotes that which is recommended, not mandatory.
 - v) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
 - w) **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.
 - x) **STEP PROGRAM:** The Sheltering and Temporary Essential Power (STEP) Program to assist State, local and Tribal governments in performing work and services essential to saving lives, protecting public health and safety, and protecting property.
 - y) **UN-REDACTED:** copy of the Vendors proposal response unedited including all confidential and/or proprietary information
 - z) **VOAD:** Volunteer Organizations Active in Disasters.
 - aa) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.
 - bb) **WORK ORDER:** Specific, written authorization to perform the task(s) listed therein

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.

It is the intent of NCEM to evaluate the submitted proposals based on the following criteria: (1) Quality and Completeness of Proposal; (2) Organization and Staff/Experience/Competence; (3) Concept of Operation/Methodology; (4) Organization Capacity Analysis; and (5) Cost.

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 for one or more line items, to not award one or more line 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 in a sealed envelope or package.

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 package containing the proposals 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 discussion with any or all Vendors for the purpose of 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 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

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

Technical Responses will be evaluated based on information provided in the response according to the following criteria:

Respondents must score a minimum of 45 out of 65 points in the Technical Approach to be evaluated and scored for the Cost Offer.

CRITERIA	MAXIMUM SCORE
PHASE 1: TECHNICAL APPROACH	
APPROACH AND METHODOLOGY	25
EXPERIENCE	20
STAFF QUALIFICATIONS	20
TECHNICAL APPROACH SCORE	65
PHASE 2: COST OFFER	
HOURLY LABOR COST	25
UNIT BASED SERVICES COST	10
COST RESPONSE SCORE	35
TOTAL RESPONSE SCORE	100

Approach and Methodology

Demonstrated effectiveness of Respondent's approach to performing the various tasks outlined in the Scope of Work (Section 5.0) including, but not limited to, project management, reporting requirements, grant implementation, issue management, project controls, quality assurance and risk management;

Ability to address anticipated problem areas, and creativity and feasibility of solutions to problems and future integration of new procedures and technology; training methodology to understand current practices and ongoing training needs to address changes in policy and procedures;

Understanding of the work, including a thoroughness shown in understanding the objectives of the Scope of Services (Section 5.0) and specific tasks and planned execution of the project; and Quality, depth, and completeness of the project work plan.

Degree to which the Respondent demonstrates the ability to add qualified staff to the project in an efficient manner, availability of proposed project staff to provide the services within Section 5.0 and training methodology to understand current practices and ongoing training needs to address changes in policy and procedures;

Understanding of the work, including a thoroughness shown in understanding the objectives of the Scope of Services (Section 5.0) and specific tasks and planned execution of the project; and Quality, depth, and completeness of the project work plan.

Staff Qualifications

Current and relevant knowledge, quality and depth of experience of the proposed project staff through completed and ongoing efforts similar in nature to this effort; current and relevant knowledge, quality and depth of experience of the Contractor's project director and how such project director will supervise and coordinate the workforce; Demonstrated knowledge of the FEMA IA and/or PA and CDBG programs; and Effectiveness of the proposed organization and staffing plan.

Announcement of Contractor

The evaluation team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible Respondent with the highest score.

The State will notify the successful Respondent and proceed to negotiate terms for final contract.

Unsuccessful Respondents will be notified in writing accordingly.

The Responses received (except for that information appropriately designated as trade secret in accordance with N.C.Gen Stat. 132-1.2(1) selection memorandum along with list of criteria used along with the weight assigned each criteria; and scores of each Response considered along with overall scores of each Response considered shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Price

Cost responses for all Respondents will be evaluated and an absolute score calculated. Points will be assigned for cost using a calculation-based evaluation process based on the total costs from the pricing submitted by each Respondent on the Attachment A: Pricing.

Each component of the Cost Response ("cost component", i.e. labor and unit based services) will be scored separately using the following methodology:

The lowest Cost Response will receive 100% of the available points for the cost component.

Remaining responses will receive points based on application of the following formula:

Points per Component = (Cost of Lowest Cost Response for the cost component / Cost of Response Being Evaluated for the cost component) * maximum points available for the cost component

Scores for the two components will be added together to determine the total Cost Response Score.

3.5 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 2.6.

4.1 CONTRACT TERM

The Contract shall have an initial term of seven months, beginning on the date of contract award (the "Effective Date"). The Vendor shall begin work under the Contract within three business days of the Effective Date.

At the end of the Contract's current term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to six months. The State will give the Vendor written notice of its intent whether to exercise each option no later than ten days before the end of the Contract's then-current term. In addition, the State reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments. Any extension of the contract beyond one year shall be by mutual consent of the parties. No contract or amendment shall be valid, nor shall the State be bound by the contract or an amendment, until it has first been executed by the head of the using agency, or his designee, the contractor and has been approved in writing by the Interim Director of the Office of State Procurement. Total contract term shall not exceed three (3) years.

4.2 PRICING

Proposal price shall constitute the total cost to Buyer 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.

Cost should be detailed with unit costs and summary cost for each of the proposed deliverables. The costs should be detailed, at a minimum, by the following:

- Personnel costs (including hourly rates and total hours)
- Travel and subsistence expenses
- Subcontractor costs
- Other Costs (e.g. office expenses)
- Total costs by tasks listed in the Scope Section
- Total Not Exceed Cost – This number represent the maximum amount of work to be performed based on the information provided under the information section.

Vendor shall not invoice for any amounts not specifically allowed for in this RFP. Complete ATTACHMENT A: PRICING FORM and include in Proposal.

4.3 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 following address:

- c) 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.
- d) 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.
- e) 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.

4.4 FINANCIAL STABILITY

Each Vendor shall submit the following financial documentation with its Proposal: *the vendors' most recent audited financial statement or similar evidence of financial stability shall be provided*. Financial information, statements and/or documents submitted with a proposal shall be evaluated to determine: whether the Vendor has sufficient ability to perform the contract; whether the Vendor is able to meet its short term obligations, debts, liabilities, payroll, and expenses; whether Vendor has provided complete, reliable and accurate financial information regarding its business operation; whether the Vendor is financially solvent; and whether Vendor has sufficient cash flow and/or available financing from a financial institution to perform the proposed contract for 60 days without receiving payment from the State. Financial information of non-public entities may be marked as confidential in accordance with paragraph 14 of ATTACHMENT B: INSTRUCTIONS TO VENDORS.

4.5 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State of North Carolina. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. Evidence that the organization or team has the current capabilities and can assure performance for this requirement; demonstrate successful past firm experience that is similar to that necessary to perform the contract tasks identified in the statement of work; and experience with providing services requiring regulatory and specifically FEMA IA and/or PA and HUD CDBG compliance at a Federal, State and/or local level.

The list below includes, but is not limited to, the following types of information:

1. Current license issued through the Secretary of State and or North Carolina Licensing Board. Documentation that the Firm and any of its corporate subsidiaries to be used on the program, as well as all team members, are properly registered to do business in North Carolina with the Department of the Secretary of State.
2. Experience in the cleanup and repair of residential housing or buildings within the county area identified by this program. Evidence of the Firm's experience and competency in the specified fields as well as in all other disciplines directly related to the proposed services.
3. Experience with the employment of minority subcontractors within the county area identified by this program.
4. Experience with application eligibility determinations and duplication of benefit analysis in compliance with FEMA requirements.
5. Experience with site inspections in compliance with FEMA validation and documentation of structural damage.
6. Experience in managing and completing projects of a similar size and nature.
7. Prior experience in managing and completing projects funded by FEMA Public Assistance Funds or other federal funds.
8. Identification of project personnel qualifications and experience as related to this project. Any personnel or agent of the Firm performing services under any contract arising from this RFP may be required to undergo a background check at the expense of the Firm, if so requested by the State.
9. Unique qualifications and availability of team members.
10. Type and location of similar work performed within the last 5 years. For each project, list location, dates, and size of project; types of work performed and products produced; and the name and contact information for at least three references, and original estimated costs as compared to final product cost.
11. Understanding of project approach.
12. Overview of any innovative approaches to be used.
13. Present and projected workload and manpower availability, including that of teaming subcontractors and VOADs.
14. Staffing plan describing the proposed staffing approach, including key subcontractors and needed to ensure staffing is sufficient to provide the required personnel during all aspects of contract performance.
15. Demonstrated capacity to effectively, efficiently, and economically deploy resources and materials.
16. Quality control program and demonstrated understanding of and the importance of quality control.
17. Overall management approach that will successfully accomplish the scope of work outlined in this document. The Firm should describe the proposed plan to monitor and evaluate performance across all functions, subcontractors and VOADs.

4.6 REFERENCES

Vendors shall provide at least three (3) references for which your company has provided Services of similar size and scope to that proposed herein. The State shall contact these users to determine the Services provided are substantially similar in scope to those proposed herein and Vendor's performance has been satisfactory. The information obtained shall be considered in the evaluation of the proposal.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER

4.7 BACKGROUND CHECKS

The Vendor and its personnel are required to provide or undergo background checks at the State's expense prior to beginning work with the State. As part of the NCDPS bid evaluation process, information obtained during background checks shall be used to make decisions regarding suitability for security clearance and eligibility for access to NCDPS facilities. Due to security requirements at NCDPS facilities, undesirable background check results of vendors, vendor personnel, and prospective vendor subcontractors shall be considered and evaluated as part of the contract award process. The following details must be provided for the Vendor, its personnel, and any prospective subcontractors:

- a) Any criminal felony conviction, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Vendor has knowledge or a statement that it is aware of none;
- b) Any criminal investigation for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge or a statement it is aware of none;
- c) Any regulatory sanctions levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- d) Any regulatory investigations pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.
- e) Any civil litigation, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein or a statement that there are none.

Vendor's responses to these requests shall be considered to be continuing representations, and Vendor's failure to notify the State within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing Services under this contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this contract.

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, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials 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 perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

5.0 SCOPE OF WORK

5.1 GENERAL

NCEM is seeking to procure a project management firm to implement the Shelter and Temporary Emergency Power program through which residents residing in owner-occupied homes in the presidentially declared disaster areas may remain in, or quickly return to, their homes pending full restoration of the home. The project manager shall serve as a provide grant administration and project management services in the implementation.

Under STEP, the State will contract directly with one or more project manager firms capable of delivering minor, critical services on a large scale and that possesses or can obtain the resources required to deliver in an expedited manner.

The project manager shall establish and administer the STEP program under guidelines recently established by FEMA for eligible victims of the Hurricane Florence. (See Attachment D) The project manager shall develop policies, procedures, provide outreach, and communication services, receive and process program applications, determine applicant and dwelling eligibility, and manage the STEP contractors and VOADs performing the STEP program.

It is also anticipated, but not guaranteed, that the services under this Agreement may expand to accommodate other housing programs yet to be defined, including programs occurring because of Hurricane Florence as well as past and future disasters. The lack of any description of such programs or services in this Agreement shall not be interpreted as limiting the State's ability to add any addition programs or services through the amendment of this Agreement, regardless of precipitating event or funding source.

5.2 TASKS/DELIVERABLES

The scope of work includes all labor, materials, tools, equipment, supplies incidentals, inspections, reporting, and service necessary or required to fully complete the STEP program in all the counties impacted Hurricane Florence. See Attachment H, FEMA Draft Recovery Program Guidance, for detailed information on the STEPs program.

- a. The selected provider may use the services of pre-qualified services of the construction Contractors procured by NCEM, any VOAD or any approved contractor procured through RFP.
- b. All program activities will be tracked on the NCEM system of record; selected Project Manager(s) will be granted necessary access and training. If project manager(s) elects to use their own information system, URLs, documentation, and technical assets established in the performance of this contract, all rights and licenses to the systems, and all data contained within the systems, shall belong to the State and be transferred to the State upon contract completion;
- c. Project Manager(s) shall submit daily electronic aggregate reports detailing the overall progress of the program. Project Manager (s) shall submit weekly electronic reports with applicant-specific details.
- d. Project Manager(s) may work to identify funding sources to offset the federal cost share required for the STEP program. Funding sources may include volunteer groups.
- e. Applications will be solicited from a list of applicants provided by FEMA and other eligible homeowners in the impacted areas. All applicants are required to register with FEMA at www.disasterassistance.gov
- f. Project Manager(s) shall be responsible for having full and complete knowledge of the Program requirements including, but not listed to those listed in Project Manager(s) and any RFPs that will be utilized by NCEM and established in the Sheltering and Temporary Essential Power (STEP) Pilot Program Guidance for FEMA-4393-DR-NC (Attachment xx), as may be amended and as limited by the State's program guidelines and contract scope of work.
- g. The project manager(s) shall develop a materials and supplies list for the STEP program to be used by the contractors or VOADs.
- h. The project manager(s) shall coordinate materials list with materials supplier, contractor, VOADs.
- i. Process applications and verify applicants' eligibility in accordance with the State's SAH program guidelines and the Sheltering and Temporary Essential Power (STEP) Pilot Program Guidance for FEMA-4393-DR-NC (Attachment H), as may be amended and as limited by the State's program guidelines and contract scope of work.

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- j. Perform inspections of damaged property to verify and document damages, eligibility of property and scope of STEP measures to be performed on the dwelling and applicant's selection of small appliance(s) in accordance with the State's STEP program guidelines and the Sheltering and Temporary Essential Power (STEP) Pilot Program Guidance for FEMA-4393-DR-NC (Attachment H), as may be amended; The checklist that will be used for purposes of this inspection is attached as Attachment K, subject to amendment.
 - k. The project manager(s) shall conduct initial site inspection.
 - l. The project manager(s) shall collect the right of entry package and have the homeowner sign a Right of Entry form prior to execution of any inspection or repair work in the home. A copy of the Right of Entry form is attached (Attachment I);
 - m. The project manager(s) conducts final inspection.
 - n. The project manager(s) coordinates the appeal process for applicants.
 - o. The project manager(s) shall comply with state and federal reporting and documentation requirements.
 - p. The project manager(s) will coordinate workflow between contractors and VOADs.
 - q. Provide customer service and communication services so that applicants can inquire about the status of their individual files;
 - r. Manage constituent complaints and contractor and VOAD disputes
 - s. Create written policy and process documents for the STEP program and the above-described tasks, as well as for quality control, anti-fraud waste and abuse, and duplication of benefits.

The successful project manager(s) shall submit a recommended work progress schedule agreement between NCEM and the project manager(s).

5.3 PROJECT ORGANIZATION

Vendor must include the proposed staffing, deployment and organization of personnel to be assigned to this project. This section shall include at minimum background information on the organization such as: Point of Contact with email, phone and address; location of the firm's office(s) where the work associated with this request will be performed.

The offeror must provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

5.4 TECHNICAL APPROACH

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

5.5 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.

5.6 WARRANTIES

Vendor warrants to the State that all items furnished will be new (unless otherwise specifically requested in this RFP), of good material and workmanship, and Vendor agrees to replace any items which fail to comply with the specifications by reason of defective material or workmanship under normal use, free of State's negligence or accident for a minimum of 90 days from date of acceptance. Such replacement shall include transportation costs free of any charge to the State. This statement is not intended to limit any additional coverage, which may normally be associated with a product. Vendor shall assign to the State all third party warranties applicable to such deliverables. Vendor warrants that the State has all rights necessary to utilize all deliverables for their intended purpose free from all third party claims.

5.7 NO GUARANTEE OF VOLUME OR USAGE

NCEM makes no guarantee of volume or usage under any contract resulting from this RFP.

5.8 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 CONTRACT ADMINISTRATORS

Ms. Angela Wainright, Purchasing Agent, NC Department of Public Safety, Departmental Purchasing & Services, 3030 Hammond Business Place, Raleigh, NC 27603, (919) 324-6476, is designated as the Contract Officer for the Department.

Mr. Michael A. Sprayberry, Director, Division of North Carolina Emergency Management, 1636 Gold Star Drive, Raleigh, NC 27607, (919) 825-2500, is designated as the Contract Administrator for the Department.

The Vendor shall designate and make available to the State a contract administrator. The contract administrator 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. 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 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consisting of various ideas to enhance business efficiencies will be discussed at the periodic Business Review Meetings.

6.4 PERIODIC WEEKLY STATUS REPORTS

The Vendor shall provide Project Management Reports to the designated Contract Lead on a weekly basis. This report shall include, at a minimum, information concerning *the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, and notification of any significant deviation from previously agreed upon work plans and schedules*. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using Microsoft Excel and, as needed, either Microsoft PowerPoint or Microsoft Word. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Within five business days of the award of the Contract, the Vendor shall submit a final work plan and a sample report, both to the designated Contract Lead for approval.

6.5 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.

6.6 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

Job Class	Weighting Factor (f)	Hourly Rate **** (rate)	Weighting Factor Times Hourly Rate *** (f) x (rate)	Number of Employees Available **
Principal Program Manager	1	\$	\$	
Project Manager	2	\$	\$	
Customer Service Rep	20	\$	\$	
Case Manager	25	\$	\$	
Inspector	5+	\$	\$	
Clerical/Administration	2	\$	\$	
		Total	\$	

+For special inspector services only. Does not include inspections to be performed on unit cost

**Number of Available Employees – the number of employees in the Respondent's firm/team qualified and available to work on this project. (These numbers will not be used to calculate the weighted average rate per hour.)

***Hourly Rates proposed by each Respondent must be inclusive of travel time and travel expenses.

**** Multiply the "weighting factor" times the "hourly rate" and place the product in this column. The total will be used for scoring.

*Weighting factor refers to how much each job classification will be needed. For example, the State anticipates that the Customer Service Representative position will be utilized 10 times more than the Project Manager position. The weighting factor does not refer to the number of employees anticipated in that position.

Use of the weighting factors is for evaluation purposes only. Awarded Respondent shall be responsible for providing actual number of personnel and job class(es) required to successfully meet the contract requirements subject to the approval of the State.

Unit Based Pricing

Rate for initial review of house to determine scope of work for contractors: _____

Rate for final review of house to determine if work is complete: _____

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 delivery at the designated office by the designated time.
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. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded. Regardless of error or omission, a Vendor shall not be permitted to increase its pricing after the deadline for submitting proposals.
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 sign the Execution Page (numbered page 1 of the RFP) in the indicated space will render proposal non-responsive, and it shall 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 and 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 company remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
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 General Statute §55, Article 15. 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. Failure to obtain a Certificate of Authority within a reasonable time period after notification of pending award will result in Vendor disqualification. Instructions for

registering online and obtaining the required Certificate of Authority are located at the following link: https://www.sosnc.gov/Guides/register_a_foreign_business All questions regarding the process must be directed to the NC Secretary of State's office at 919-814-5400 (choose option 4 or 6 to leave a message regarding questions about filings).

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 responses 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:** Proposal 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 proposal number, and then search. Tabulations will normally be available at this web site not later than one working day after the proposal 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 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:** a proposal may be withdrawn only in writing and actually received by the office issuing the RFP prior to the time for the opening of proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). A withdrawal request shall be submitted on 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. **SUBCONTRACTING:** Unless expressly prohibited, a Vendor may propose to subcontract portions of the work to identified subcontractor(s), provided that its proposal clearly describe what work it plans to subcontract and that Vendor includes in its proposal all information regarding employees, business experience, and other information for each proposed subcontractor that is required to be provided for Vendor itself.
22. **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.
23. **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 prior to award.
24. **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.

25. 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:** If, through any cause, Vendor shall fail to fulfill in 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 deliverable items 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 reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to the State.

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.

- a) Vendor grants the State a personal non-transferable and non-exclusive right to use and access, all Services and other functionalities or Services provided, furnished or accessible under this Agreement. The State may utilize the Services as agreed herein. The State is authorized to access State Data provided by the State and any Vendor-provided data as specified herein and to transmit revisions, updates, deletions, enhancements, or modifications to the State Data. This shall include the right of the State to, and access to, Support without the Vendor requiring a separate maintenance or support agreement unless otherwise specifically agreed in writing. User access to the Services shall be routinely provided by the Vendor and may be subject to a more specific Service Level Agreement (SLA) agreed to in writing by the parties. In the absence of an SLA, the Vendor agrees to provide the Services at least in the manner that it provides accessibility to the services to comparable users.
- b) The State's right to access the Services and its associated services neither transfers, vests, nor infers any title or other ownership right in any intellectual property rights of the Vendor or any third party, nor does this right of access transfer, vest, or infer any title or other ownership right in any intellectual property associated with the Services unless otherwise agreed to by the parties. The provisions of this paragraph will not be construed as a sale of any ownership rights in the Services. Any Services or 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 has a limited, non-exclusive license to access and use any State Data as provided to Vendor, but solely for performing its obligations under this Agreement and in confidence as provided herein. 1 Vendor or its suppliers shall at minimum, and except as otherwise agreed, provide telephone assistance to the State for all Services procured hereunder during the State's normal business hours (unless different hours are specified herein). Vendor warrants that its Support and customer service and assistance will be performed in accordance with generally accepted industry standards. The State has the right to receive the benefit of upgrades, updates, maintenance releases or other enhancements or modifications made generally available to Vendor's users for similar Services. Vendor may, at no additional charge, modify the Services to improve operation and reliability or to meet legal requirements.
- c) Vendor will provide to the State the same Services for updating, maintaining and continuing optimal performance for the Services as provided to other similarly situated Users of the Services, but minimally as provided for and specified herein. The technical and professional activities required for establishing, managing, and maintaining the Services environment are the responsibilities of the Vendor. Any training specified herein will be provided by the Vendor to specified State users for the fees or costs as set forth herein or in an SLA.

- d) Some Services provided online pursuant to this Solicitation may, in some circumstances, be accompanied by a user clickwrap agreement. The term clickwrap agreement refers to an agreement that requires the end user to manifest his or her assent to terms and conditions by clicking an "ok" or "agree" button on a dialog box or pop-up window as part of the process of access to the Services. All terms and conditions of any clickwrap agreement provided with any Services solicited herein shall have no force and effect and shall be non-binding on the State, its employees, agents, and other authorized users of the Services.
- e) If Vendor modifies or replaces the Services provided to the State and other comparable users, and if the State has paid all applicable Fees, the State shall be entitled to receive, at no additional charge, access to a newer version of the Services that supports substantially the same functionality as the then accessible version of the Services. Newer versions of the Services containing substantially increased functionality may be made available to the State for an additional subscription fee. In the event of either of such modifications, the then accessible version of the Services shall remain fully available to the State until the newer version is provided to the State and accepted. If a modification materially affects the functionality of the Services as used by the State, the State, at its sole option, may defer such modification.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the goods or Services offered prior to their delivery, 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 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.

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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 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. The Services do not infringe 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 Services 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 Services, or replace or modify the same to become noninfringing. 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 Services, and refund any sums the State has paid Vendor and make every reasonable effort to assist the State in procuring substitute Services. If, in the sole opinion of the State, the cessation of use by the State of any such Services 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.
 - 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 Services 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 Services, or from the continued use of the good(s) or Services after receiving notice they infringe on a trade secret of a third party.

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.

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 60 days' notice in writing from the State to the Vendor. In that event, any or all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the State, become its property. If the contract is terminated by the State as provided in this section, the State shall pay for those items for which such option is exercised, less any payment or compensation previously made.

- 11. ADVERTISING:** Vendor agrees not to use the existence of The Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or Services. A Vendor may inquire whether the State is willing to act as a reference by providing factual information directly to other prospective customers.
- 12. ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to The Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9).
- 13. ASSIGNMENT:** No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted.

However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the State may:

- a) Forward the Vendor's payment check directly to any person or entity designated by the Vendor, and
- b) Include any person or entity designated by Vendor as a joint payee on the Vendor's payment check.

In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the State may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of The Contract.

14. INSURANCE:

COVERAGE - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

- a) **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-contracted, the Vendor shall require the sub-Contractor 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 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 goods 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) 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, proposals received, evaluation of proposals received, award of contract, and the payment for goods delivered.

c) 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.

VENDOR IS AND SHALL REMAIN RESPONSIBLE FOR PAYING THE TRANSACTION FEE ON BEHALF OF ANY SUB-CONTRACTOR OR DEALER INVOLVED IN PERFORMANCE UNDER THIS CONTRACT IN THE EVENT THAT SUCH SUB-CONTRACTOR OR DEALER DEFAULTS ON PAYMENT.

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 indicated, acceptance of a Vendor's proposal shall include approval to use the subcontractor(s) that have been specified therein in accordance with paragraph 21 of Attachment B: Instructions to Vendor.

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 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 the 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.

- 28. ESCALATION CLAUSE:** Prices offered herein shall be firm for a period of one (1) year from the date of initial contract performance. If the contract provides for an option year(s) and the Department exercises that option(s), the contractor may request a price increase for that year but it must not exceed the change in points during the previous twelve (12) month period in the *Consumer Price Index-All Items (All Urban Consumers: (1982-1984) or 5%, whichever is less. If the requested increase is in compliance with these specified limitations, the new price will be effective thirty (30) days from the date the request is received by the Department.

Consumer Price Index: U. S. Department of Labor, Bureau of Labor Statistics; www.bls.gov

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

30. PREA: "The NC Department of Public Safety is committed to a standard of zero-tolerance pertaining to unduly familiar or sexually abusive behavior either by another juvenile or by staff, volunteer, vendor, contractor or party. Staff, volunteers, vendors, contractors or parties are strictly prohibited from engaging in personal dealings or any conduct of a sexual nature with any inmate or juvenile. Conversation and conduct with any inmate or juvenile must be professional at all times. Sexual acts between a juvenile or inmate and staff, volunteer, vendor, contractor or party may violate North Carolina law. Additionally, sexual acts between a juvenile or inmate and staff member will contradict the standards of the federal Prison Rape Elimination Act of 2003 (PREA). Such acts also may be punishable, at a minimum, as a Class E felony in North Carolina. Under North Carolina, consent of the inmate or juvenile may not available as a defense for an individual who is charged criminally based on sexual conduct with the inmate or juvenile. Also, pursuant to PREA standards, no juvenile or inmate can consent to engage in sexual activity with staff, volunteers, vendors, contractors or parties. Any contractual facility will comply with the national standards to prevent, detect, and respond to PREA (115.12, 212, 312) and permit the Department to monitor this aspect of the contract to ensure compliance with the PREA standards.

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

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

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

31. Vendor Shall comply with current federal laws, suspension and debarment regulations pursuant 2 CFR 200 Subpart F and OMB Circular A-133 which states in pertinent part that "effective November 26, 2003, when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded.

Vendor shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) <https://www.sam.gov/portal/SAM> and the State Debarred Vendors Listing, <http://www.pandc.nc.gov/actions.asp> to verify that contractors or sub-Recipients have not been suspended or debarred from doing business with federal or State government".

ATTACHMENT D: FEMA REQUIRED CONTRACT CLAUSES

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. §

200.326. For some of the required clauses we have included sample language or a reference a non-Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

1. Remedies.

a. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.

b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. Termination for Cause and Convenience.

a. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity.

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-

1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-

1.4(b), in accordance with Executive Order 11246, *Equal Employment*

Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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

C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

b. Key Definitions.

(1) Federally Assisted Construction Contract. The regulation at 41 C.F.R.

§ 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or

any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their

race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The contractor agrees to post in conspicuous places, available

to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**

b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. §

3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti -Kickback” Act.

(1) Contractor. The contractor 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.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA 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.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, 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.

d. 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.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

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

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R.

§ 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree 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). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any nonprocurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally-required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt.

180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.

§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.

c. 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 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. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

d. The following provides a Byrd Anti-Lobbying contract clause:

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

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal

funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date”

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 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, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.
- c. 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.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:
- “(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.
- To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.
- c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

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

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

Date of latest audit: _____

- ☐ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- ☐ The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.
- ☐ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.
- ☐ The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.
- ☐ He or she is authorized to make the foregoing statements on behalf of the Vendor.

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

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

Signature

Date

Printed Name

Title

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

ATTACHMENT F: SUPPLEMENTAL VENDOR INFORMATION

HISTORICALLY UNDERUTILIZED BUSINESSES

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 #1 and #2 below.

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

If so, state HUB classification: _____

ATTACHMENT G: ALCOHOL/DRUG-FREE WORK PLACE POLICY

POLICY

It is the policy of the Department of Public Safety to provide a work environment free of alcohol and drugs in order to ensure the safety and well-being of employees, correctional clientele, and the general public. All employees of the Department of Public Safety, including permanent full-time, trainee, and permanent part-time, permanent hourly, probationary, and temporary shall abide by this policy.

PURPOSE

This document is intended to advise managers and employees of the guidelines of an alcohol/drug free work place, and to set out the penalties for violation(s) of the guidelines.

PROCEDURES/OPERATIONAL GUIDELINES

All employees of the Department of Public Safety are expected to be physically and mentally prepared and able to perform their assigned duties throughout the workday. No employee shall report to the work site impaired by or suffering from the effects of drugs or alcohol.

Individuals reporting for work under the influence or the effects of alcohol and/or drugs shall be issued discipline, up to and including dismissal, consistent with the policy governing personal conduct.

No employee shall manufacture, distribute, or dispense controlled substances (drugs/alcohol) at the work site or away from the work site. No employee shall use "across the counter" medication to the point of impairment while at the work site, or in any situation which may bring discredit to the Department. Use or abuse shall be viewed as personal misconduct and shall be cause for immediate disciplinary action up to and including dismissal.

Possession of an illegal substance in any situation, at work or away from the work site shall be cause for discipline. Possession of controlled substances, i.e. Prescription medication or alcohol, must be in compliance with existing laws. Violations will result in discipline up to and including dismissal based on personal misconduct.

Employees who are arrested, detained, or served a warrant for any alcohol/drug related incident, at the work site or away from the work site have 24 hours to file a written report of the situation with the work unit supervisor/manager, i.e. Warden, Superintendent, Branch Manager. The work unit supervisor/manager shall make a recommendation for appropriate disciplinary action based on the facts of the case after conducting a thorough investigation.

If sufficient facts cannot be obtained due to pending litigation, the work unit supervisor/manager shall request, in writing, that any recommendation for disciplinary action be delayed until the court has disposed of the matter. Once the legal proceedings have been completed, the employee shall furnish a certified copy of the court disposition within 48 hours of the judgment. The recommendation for discipline shall be made at this time, if not previously addressed.

Any conviction of a drug or alcohol related offense, which occurred at the work site, shall be reported to the federal government by the Personnel Office; therefore, such offenses shall be reported to the Personnel Office by the appropriate manager so that the Personnel Office may comply with the requirement.

The Department of Public Safety utilizes the State Employee Assistance Program (EAP) administered through the Office of State Personnel. The EAP provides employees with a comprehensive referral service to aid in coping with or overcoming personal problems, including drug and alcohol problems. Consultants with the State EAP will provide managerial/supervisory training and coordinate employee orientation.

ATTACHMENT H: STEP POLICY

**FEMA**

**Sheltering and Temporary Essential Power (STEP)
Program for North Carolina (FEMA-4393-DR-NC)
FEMA Disaster Specific Recovery Policy for Hurricane Florence**

BACKGROUND

The Sheltering and Temporary Essential Power (STEP) Program is intended to address immediate threats to life, public health, and safety in a geographic region with limited or exhausted sheltering resources. Where safe and practicable, STEP enables homeowners to return to or remain in their homes as a form of emergency shelter, thereby reducing the number of individuals in congregate shelters or requiring assistance through non-congregate sheltering programs. FEMA may authorize Public Assistance funding under Section 403 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act for STEP to allow a State or Tribal government (hereinafter referred to as "Recipient") to perform emergency work consistent with this policy in single family, owner-occupied residences. Local governments are not eligible to receive reimbursement for STEP work unless the Recipient requests and receives prior approval from FEMA. The Recipient may use force account, contractors, and/or donated resources (e.g., voluntary labor, material, or equipment) to facilitate STEP work on individual homes.

PURPOSE

The purpose of this policy is to define the framework and requirements to ensure appropriate and consistent implementation of the STEP program under FEMA-4393-DR-NC. This policy is limited to FEMA-4393-DR-NC (Hurricane Florence) in designated geographic areas for which STEP has been authorized. It is intended to guide FEMA, Recipient personnel, contractors, and Voluntary Organization support responsible for implementing STEP.

PRINCIPLES

- A. STEP is intended to minimize the disruption of the normal functioning of communities by enabling the Recipient to help homeowners shelter in their own homes when safe and appropriate.
- B. STEP is not intended nor authorized to provide permanent restoration or repairs.
- C. If authorized, FEMA will deliver the STEP program through reimbursement to the Recipient.
- D. The Recipient performs, contracts, or coordinates with Voluntary Organizations for the performance of authorized emergency work under STEP. Individual homeowners are not eligible for reimbursement under STEP.

**FEMA****POLICY AND PROGRAM REQUIREMENTS****A. HOUSEHOLD REQUIREMENTS**

Outcome: Ensure assistance under STEP is provided consistent with program requirements.

Household requirements to participate in STEP must meet **all** the following criteria:

1. Apply for FEMA Individuals and Households Program (IHP) Assistance;
2. Meet IHP verifications for ownership and occupancy of the primary disaster-damaged home; and
3. Primary home (property) is not habitable.

B. ELIGIBILITY REQUIREMENTS FOR STEP

Outcome: Ensure assistance under STEP is provided consistent with program requirements.

1. General Participation Requirements.
To participate in STEP, a property must be:
 - a. Damaged by the declared event to the extent the home is unsafe to occupy, but will be able to function as a suitable and safe shelter upon completion of the emergency work within the \$17,000 cap established under this program (see Section J);
 - b. Structurally sound such that authorized emergency work can be safely made and with no impediments blocking access to the dwelling; and
 - c. Located within a designated geographic area (e.g., county or county equivalent) in which STEP has been authorized for the declared event.
2. Eligible Properties.
Only single family, owner-occupied primary residential properties are eligible for STEP. Eligible property types include:
 - a. Detached single family homes;
 - b. Attached single family homes (townhomes, row houses, and duplexes)¹; and
 - c. Permanently mounted modular homes, trailers, or other similar prefabricated homes placed on permanent foundations.
3. Ineligible Properties.
 - a. Commercial properties to include residential and non-residential commercial properties, and rental properties;
 - b. Multi-unit dwellings (e.g., apartments);
 - c. Manufactured homes, including trailers and other manufactured homes, not placed on permanent foundations;
 - d. Commonly owned areas, structures, or equipment; and

¹ For the purpose of STEP, condominiums (condos) that are attached single family homes are considered townhomes and eligible for STEP; condos that exist as multiple units in a single building are considered multi-unit dwellings and ineligible for STEP.



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- e. Any property that is located within the Floodway or a Coastal High Hazard Area.

C. REQUIREMENTS FOR REQUESTING STEP

Outcome: Ensure STEP is requested in a timely manner and provides adequate information for FEMA to determine if STEP is appropriate.

1. No later than thirty (30) calendar days from the date the disaster was declared, (September 14, 2018), the State's Governor's Authorized Representative (GAR) must submit a written request for STEP to the Assistant Administrator for the Recovery Directorate. Requests for STEP submitted more than thirty (30) calendar days from the date the disaster was declared will not be considered without an authorized time extension covering the date of submission.
2. The written request must:
 - a. Identify the designated geographic areas requested for STEP. This is typically by county or county equivalent.
 - b. Provide the following information for each designated geographic area requested for STEP:
 - The total number of survivors displaced as a direct result of the declared event.
 - The sheltering capacity of impacted and surrounding communities, including both congregate and non-congregate sheltering options.
 - Whether TSA has been requested. If not, a justification for why STEP is being requested and not TSA.
 - The total number of displaced survivors that reside in an eligible property, i.e., single family owner-occupied residences.
 - Utility provider outages and projections for utility restoration.
 - c. Provide the legal authority which demonstrates that the Recipient has the legal responsibility to carry out the emergency work performed under STEP.

D. LEGAL RESPONSIBILITY

Outcome: Clarify legal responsibility and ensure the Recipient has the legal responsibility to perform emergency work under STEP in order to be eligible for Public Assistance.

FEMA will accept a written statement from an authorized Recipient²² official that:

- Certifies that the Recipient has legal authority and responsibility to perform the requested STEP work;
- Cites all applicable sources of authority (law, ordinance, code, contract, etc.); and
- Indemnifies the United States for any claim arising from the STEP work.

²² NCEMA is the eligible applicant. NCEMA must notify FEMA if any other entity decides to implement STEP at the local government level and will require the same legal responsibility verification for the local government. FEMA approval must be obtained prior to incurring costs or beginning any construction-related work.

**FEMA****E. STEP CANDIDATE REFERRAL REPORT**

Outcome: Establish the methodology for identifying potential STEP candidates.

Once STEP is approved, FEMA will provide the Recipient with a report of all homeowners that have been identified as potential candidates for STEP consideration. If the Recipient identifies a homeowner interested in participating in STEP that is not included in the STEP Candidate Referral Report, the homeowner should be directed to apply for FEMA IHP assistance to allow FEMA to verify eligibility and include the homeowner in the STEP Candidate Referral Report. The Recipient is responsible for contacting potential STEP candidates to determine if it is the homeowner's intention to participate in STEP and register the property for STEP. The deadline for identification of potential STEP participants is sixty (60) calendar days from the date the disaster is declared. FEMA will provide the final STEP Candidate Referral Report sixty (60) calendar days from the date the disaster was declared. See Section I for more information.

F. RIGHT-OF-ENTRY (ROE) REQUIREMENTS

Outcome: Ensure all participating STEP properties have the necessary ROE that authorizes entry to the home to perform eligible STEP work.

1. The Recipient must use the ROE template provided by FEMA. Any homeowner participating in STEP must sign the ROE. The ROE authorizes the Recipient, FEMA, contractors, and/or volunteer organizations executing STEP work to enter the property to conduct site inspections and perform eligible emergency work. No work, including site inspections or eligible emergency work, can begin until the ROE has been obtained from the participating homeowner. In addition to language authorizing entry to the property, the ROE includes the following:
 - a. Participation Agreement which commits the homeowner to participating in STEP;
 - b. Hold Harmless and Indemnification Agreement; and
 - c. Notice of Impact on Other FEMA Assistance.
2. The Recipient is responsible for obtaining ROEs for all STEP homeowners. The Recipient must obtain the ROE for a property within thirty (30) calendar days after receiving the STEP Candidate Referral Report that includes the property or otherwise identifying a property for participation in STEP. The STEP Candidate Referral Report will include the ROE deadline for each property based on when it was included in the report.

G. EMERGENCY WORK REQUIREMENTS

Outcome: Provide the necessary steps and deadline for performing emergency work under STEP.



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1. Emergency work under STEP includes: the initial site inspection to determine that the home is feasible for STEP; the development of the eligible scope of work and associated costs not to exceed the STEP cap; the performance of eligible emergency work; and the final inspection and clearance³ for safely sheltering at home.
2. All emergency work must be completed no later than sixty (60) calendar days from the date the ROE is obtained.

H. PROGRAM DEADLINE

Outcome: Provide the program deadline and ensure eligible work under STEP is completed within the regulatory deadline for emergency work.

1. Pursuant to 44 CFR §206.204(c)(1), the deadline for completion of all STEP work is six (6) months from the date the disaster is declared. For emergency work under STEP, time extensions must be authorized by the FEMA Assistant Administrator for Recovery.
2. Time extension requests for STEP must include:
 - a. A detailed justification for the delay or other circumstances requiring additional time;
 - b. New proposed deadlines for ROEs, completion of work, and period of performance; and
 - c. A project plan for completing the work within the new proposed deadline.

I. REPORTING AND DOCUMENTATION REQUIREMENTS

Outcome: Establish the reporting mechanisms and documentation requirements for STEP.

1. Candidate Referral Report:
 - a. FEMA will provide the STEP Candidate Referral Report within three (3) business days of completion of an Information Sharing Access Agreement between FEMA and the Recipient. Subsequent updates will be provided in an electronic format on a weekly basis. The report will include the homeowner's name, address, and contact information as well as proof of primary residency and ownership, data regarding insurance, FEMA Verified Loss (FVL) (damage to real property as determined by the FEMA Housing Inspector), water depth, and whether or not the HVAC, plumbing, or electrical systems in the home have been affected. The report will also include the deadline for when the ROE must be signed. The Recipient will use this report to determine if a homeowner may be assisted by the State or voluntary agencies, and to contact the homeowner about their interest in the STEP program. The deadline for identification of potential STEP participants is sixty (60) calendar days from the date the disaster is declared. FEMA will provide the final STEP Candidate Referral Report sixty (60) calendar days from the date the disaster was declared.

³ Clearance may be required by the local building department or other authorities having jurisdiction to ensure that any State or local requirements are met.

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- b. FEMA will offer a recommendation to the Recipient regarding which homeowners may be considered for voluntary organization and those that may require State contractor for eligible STEP work. Properties considered for voluntary organizations will generally have less than one foot of water on the first floor of their homes and will not have a FEMA Verified Loss that exceeds eight thousand dollars (\$8,000). The Recipient may use this recommendation as guidance, but the ultimate determination on who will conduct emergency work under the STEP program is the Recipient's responsibility.
2. **Weekly Reports.**
The Recipient must provide a weekly electronic report to the FCO or designee (e.g., STEP coordinator). The Recipient must use the FEMA-provided reporting worksheet, which will be made available once STEP has been authorized. All data fields in the STEP reporting worksheet must be completed.
3. **FEMA Data Pre-Processor Tool for STEP Reports.**
FEMA developed a data pre-processor tool that is built into the reporting worksheet to improve data quality and assist the Recipient in meeting its reporting requirements for STEP. The Recipient is responsible for correcting all data errors identified by the FEMA data pre-processor prior to submitting each weekly report to FEMA. Upon receipt of the report, FEMA will use the same data pre-processor to inspect the data. In the event errors are identified by FEMA, it is the Recipient's responsibility to correct all identified data errors and resubmit the corrections in a timely manner. FEMA will not accept a report with errors, and a delay in the weekly report submission of one week or more may result in funding being withheld from the Recipient.
4. **Required Documentation.**
In addition to the weekly reporting requirement, the Recipient must provide to the FCO or designee the following documentation for each property participating in STEP:
 - a. Signed ROE package;
 - b. Photos of damage;
 - c. Initial inspection report with damage description and scope of work with initial cost estimate;
 - d. Permits and fees;
 - e. Work orders for each property; and
 - f. Final inspection report including occupancy approval, specific work completed, and final accounting to include voluntary labor documentation.

J. PROGRAM CAP

Outcome: Establish the per property program cap under STEP.

Eligible emergency work under STEP shall not exceed a cap of \$17,000.00 per eligible property. All incurred costs related to the performance of eligible emergency work are subject to the program cap including materials, Force Account and contract labor, and construction

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management. Properties that cannot be made safe for sheltering within the cap are not eligible for STEP.

K. GENERAL STEP EMERGENCY WORK REQUIREMENTS

Outcome: Establish the general eligibility requirements for all emergency work under STEP.

An item of emergency work under STEP is eligible if it meets the following requirements:

1. Is necessary to allow the homeowner to safely shelter at home;
2. Is the most low-cost option to address the need; and
3. The total aggregate cost of all emergency work required under STEP does not exceed the program cap.

L. ELIGIBLE WORK UNDER STEP

Outcome: Establish the general framework for eligible items of emergency work under STEP.

Emergency work to make a property suitable to safely shelter in place must comply with applicable federal, state, and local codes, and may include (all subject to the cap):

1. Exterior Safety and Security.
 - a. Weatherproofing and insulating to include tarping or patching roof and repairing walls;
 - b. Securing broken windows, and repair or replacement of nonfunctioning exterior doors; and
 - c. Minor exterior work to provide safe access (e.g., stairs, ramps).
2. Utilities.
 - a. Work necessary to provide essential electrical supply, HVAC, and hot water;
 - b. Work necessary to restore natural gas supply if required for HVAC, hot water, and/or food preparation; and
 - c. Work necessary to provide potable water supply – this may include well decontamination if only source of potable water.
 - d. Note: A property may not be suitable for STEP if utilities cannot be restored due to outages from utility service providers or if there is no proper existing connection to a utility system.
3. Functional Areas to Provide Suitable Sheltering Conditions.
 - a. Ensure one useable bathroom vanity, sink, shower/bathtub, toilet, and tank;
 - b. Ensure functional kitchen facilities to include a base cabinet to support sink and countertop for minimal food preparation, minimal cooking and refrigeration appliances necessary to shelter-in-place (not to exceed \$500); and
 - c. Ensure bedroom(s) are safe and adequate sleeping space for all household members.
4. Interior Health and Safety.
 - a. Interior sanitization which may include mucking and gutting, cleaning and sanitizing of interior spaces, and remediation of toxic or hazardous materials;
 - b. Drywall replacement for the purpose of safely covering any exposed electrical work, or to ensure covering any exposed hazards;



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- c. Repair or replacement of nonfunctioning essential interior doors (e.g., bathroom door and bedroom doors); and
- d. Minor interior work to provide safe access (e.g., stairs, ramps) and living environment.
- 5. Access and Functional Needs.
 - a. Items and work necessary to ensure safe shelter for individuals with access and functional needs to allow accessibility for individuals with disabilities.
 - b. The program cap may be increased up to an additional 25% above the STEP cap for costs related to providing required access and functional needs for individuals with disabilities.
 - c. Costs associated with access and functional needs must be documented separately from other emergency work for each participating property.
- 6. Debris Removal and Disposal.
 - a. Removal of disaster-related debris to curbside necessary to safely enter, inspect, and perform eligible emergency work, and safely shelter in place.
 - b. Debris removal from the property and disposal is only eligible under STEP if performed by the State or its contract or voluntary labor, and associated costs must be included in the aggregate cost not to exceed the cap.
- 7. Materials for Use by Voluntary Labor.

Costs incurred by the Recipient to procure materials are eligible for reimbursement under STEP for eligible STEP work performed by voluntary labor. Materials may include:

 - a. Cleaning and safety products for sanitization purposes;
 - b. Concrete products for crack repairs;
 - c. Doors, windows, and related accessories;
 - d. Electrical products necessary for the home or performing eligible STEP work;
 - e. Generators and pressure washers;
 - f. Ladders;
 - g. Lumber and framing materials;
 - h. Roofing products;
 - i. Tools, nails, and screws necessary to perform eligible STEP work; and
 - j. Paint and sealer products, and related accessories.

Emergency work up to the program cap that does not address all the requirements to safely shelter at home is not eligible under STEP. For example, STEP cannot be used only for mucking and gutting, mold remediation, or roof repairs, while not addressing all the other required emergency work to safely shelter at home.

M. ELIGIBLE COSTS NOT SUBJECT TO THE CAP

Outcome: Provide additional eligible costs under STEP that are not subject to the cap.

In addition to costs for eligible emergency work, there are other associated costs that are eligible and not subject to the program cap.

- 1. Any local inspections required for code compliance or safety necessary to accomplish work eligible under STEP are eligible for funding and not subject to the cap. These inspection



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- fees are separate and distinct from the initial and final inspections (program management) required as part of STEP to determine eligibility, scope, and clearance for sheltering.
2. Any costs associated with required permits for completing eligible emergency work under STEP are eligible for funding and not subject to the cap.
 3. Program management and oversight activities are eligible and not subject to the cap. Program management activities may include: Contacting potential STEP candidates and registering properties for participation in STEP; conducting initial and final inspections; developing scopes of work; data collection and reporting; and document collection. Program management related to coordinating Voluntary Organization may be eligible for funding (if the Recipient provides the logistical support) or as a donations credit (if a third party provides the logistical support) for eligible work related to STEP.
 4. Costs associated with intake and processing of applications for STEP or conducting activities that solicit participation in STEP or the STEP program are not eligible for reimbursement. This includes establishing and operating call centers or similar activities not directly related to targeted outreach of homeowners identified as potential STEP candidates via the STEP Candidate Referral Report or otherwise.
 5. The Recipient may utilize voluntary labor and donated materials to perform emergency work under STEP. The value of these resources is not subject to the per property program cap. The value of these resources is eligible as donated resources.⁴

N. EFFECT ON OTHER ASSISTANCE

Outcome: Provide clarity on the effects STEP participation has on other FEMA assistance.

1. STEP and the Individuals and Households Program.
 - a. STEP does not affect an IHP applicant's eligibility for financial repair or replacement assistance.
 - b. A home that is eligible for direct housing will not be eligible for STEP. Participation in STEP means that the homeowner will not receive a mobile housing unit, travel trailer, or other direct housing assistance. Additionally, FEMA will only provide reimbursement for eligible work under either STEP or Permanent Housing Construction (PHC), not both options.
2. STEP and Transitional Sheltering Assistance (TSA): Participation in STEP will make a FEMA IHP applicant ineligible for further TSA or other FEMA sheltering assistance, if authorized, once emergency work is completed and the home is approved for sheltering occupancy. Once STEP work is complete on a home, FEMA will notify the homeowner and they will have seven (7) days to vacate TSA. If the homeowner refuses to return home, the FCO, in coordination with the Recipient, will determine within an additional seven (7) days whether further TSA or other sheltering assistance is warranted.

⁴ See Chapter 2: V.L. Donated Resources of the Public Assistance Program and Policy Guide located on the FEMA website at www.fema.gov/media-library/assets/documents/111781.



O. CLOSEOUT REQUIREMENT

Outcome: Provide the timeline for submitting STEP PW(s) for closeout.

The Recipient will submit the STEP Project Worksheet(s) for closeout within 180 days of completion of work at the final property. Eligible work is limited to work completed on or prior to the end of the period of performance, whichever occurs first.



Keith Turi
Assistant Administrator, Recovery Directorate


Date



FEMA

ADDITIONAL INFORMATION

REVIEW CYCLE

This policy will be reviewed periodically during disaster recovery. The Assistant Administrator of Recovery is responsible for authorizing any changes or updates. This policy will sunset with the closure of Hurricane Florence major disaster declarations.

AUTHORITIES

Section 403, 42 U.S.C. 5170b(a)(3)(B) and (I), and 5170b(a)(4) of the Stafford Act, as amended.

QUESTIONS

Direct questions to Jonathan Hoyes, Director, Public Assistance Division, at Jonathan.Hoyes@fema.dhs.gov.

ATTACHMENT I: RIGHT OF ENTRY**STEP RIGHT-OF-ENTRY (ROE) PERMIT**

For FEMA/Recipient Use Only	
ROE No.:	Age of Structure/Year Built:
GPS Long:	GPS Lat:
Remarks:	

RIGHT-OF-ENTRY PERMIT

Owner Name	
Owner's FEMA Registration Number	
Street Address	
City/Town	
County	
Phone (Primary/Alternate)	

The undersigned, ("Owner"), hereby unconditionally authorizes the State, the United States of America including the Federal Emergency Management Agency (FEMA), the State of North Carolina and its contractors, and participating Voluntary Organizations Active in Disaster (VOAD), and their respective assigns, employees, agents, and contractors (collectively, with FEMA, the "Assistance Providers") to have the right of access and to enter in and onto the property described above for the purpose of performing inspections and/or emergency protective measures resulting from the federally-declared disaster at no expense to Owner for purposes of participating in the Sheltering and Temporary Essential Power (STEP) Assistance Program.

It is fully understood that this Right of Entry Permit (ROE) does not create any obligation on the part of the Assistance Providers to perform inspections or undertake emergency protective measures to the Property. Owner understands that no emergency protective measures will be performed until this ROE is completed in full.

1. Time Period: The ROE shall expire 60 calendar days after signature unless sooner cancelled according to the terms herein.

2. Inspection/Emergency Protective Measures Authorized: The ROE authorizes inspection and emergency protective measures to the Property. Owner understands that the Government, its employees, agents, contractors, and/or representatives shall, in their sole discretion, determine the extent of the required emergency protective measures. If Owner disagrees with the nature or extent of proposed actions, Owner may refuse any additional work and cancel this ROE at any time on the provided form labeled "Right-of-Entry Permit – Request for Cancellation."

3. Documentation of Damage: The Assistance Providers will be photographing and otherwise documenting damage and work completed under this program. *However, the Owner acknowledges that it is solely the Owner's responsibility to document damage for potential insurance proceeds or additional assistance programs. If possible, the Owner should photograph or otherwise document all damage before any work begins, is repaired, and/or items are removed from the property. Lack of documentation may limit subsequent proceeds or assistance.*

4. Disclosures: By signing this ROE, Owner acknowledges that none, some, or all of the following work may be performed pursuant to this ROE and FEMA policy. Owner further acknowledges that work may involve the use of raw, unfinished materials to provide only emergency protective measures for the purpose of sheltering at home until such time that permanent repairs can be completed.

- a. Exterior Safety and Security which may include:
 - Weatherproofing and insulating to include roof, wall, and windows;

ROE Permit Address: _____

1 of 10

- Securing broken windows, and repair or replacement of nonfunctioning exterior doors; and
- Minor exterior work to provide safe access (e.g., stairs, ramps).
- b. Utilities which may include:
 - Work necessary to provide essential electrical supply, HVAC, and hot water;
 - Work necessary to restore natural gas supply if required for HVAC, hot water, and/or food preparation; and
 - Work necessary to provide potable water supply – this may include well decontamination if only source of potable water.
- c. Functional Areas to Provide Suitable Sheltering Conditions which may include:
 - Ensure one useable bathroom vanity, sink, shower/bathtub, toilet, and tank;
 - Ensure functional kitchen facilities to include minimal cooking and refrigeration appliances necessary to shelter-in-place (not to exceed \$500);
 - Ensure safe and adequate sleeping accommodations for all household members; and
 - Items and work necessary to ensure safe shelter for individuals with access and functional needs to allow accessibility for individuals with disabilities.
- d. Interior Health and Safety which may include:
 - Minimal interior sanitization which may include mucking and gutting, cleaning and sanitizing of interior spaces, and minimal remediation of toxic or hazardous materials;
 - Drywall replacement for the purpose of safely covering any exposed electrical work, or to ensure the home is properly insulated;
 - Repair or replacement of nonfunctioning necessary interior doors; and
 - Minor interior work to provide safe access (e.g., stairs, ramps) and living environment.
 - Removal of disaster-related debris to curbside necessary to safely enter, inspect, and perform eligible emergency work, and safely shelter in place.

5. Assistance Providers Held Harmless: The Owner acknowledges that the Government's decisions on whether, when, where, and how to provide disaster relief to Owner's property are discretionary functions. Owner recognizes that 42 USC §5148 states: "The Federal Government shall not be liable for any claim based upon the exercise or performance of or the failure to exercise or perform a discretionary function or duty on the part of a Federal agency or an employee of the Federal Government in carrying out the provisions of this chapter." Additionally, the undersigned will indemnify and hold harmless all Assistance Providers listed above for any and all liability, loss, damage, or destruction of any type whatsoever to the above described property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the property, and hereby releases, discharges and waives any and all liability, claims, demands, damages, injuries, losses, penalties, fines, costs, causes of action, judgments, expenses, as well as any and all actions, either legal or equitable, which the undersigned has, or that might arise, of any nature whatsoever and by whomever made, or may have, by reason of or incident to any action of aforesaid Assistance Providers taken to accomplish the aforementioned purpose. The Owner agrees that the State of North Carolina, along with its contractors and/or participating voluntary organizations, in accordance with Statute _____, are indemnified and will be held harmless from any death of or any injury to persons or damage to property as a result of actions taken pursuant to the STEP Assistance Program.

6. Miscellaneous:

- a. Owner represents and warrants that Owner has full power and authority to execute and fully perform Owner's obligations under this ROE. Owner expressly represents and warrants that fee title to the Premises is vested solely in Owner. Owner will provide supporting documentation of Ownership in accordance with FEMA guidance before or at the time of signing this document.
- b. This ROE includes the right of ingress and egress on other lands of the Owner not described above, provided such ingress and egress is necessary and not otherwise conveniently available to the Assistance Providers. All tools, equipment, and other property taken upon or placed upon the property by the Assistance Providers shall remain the property of the Assistance Providers and may be removed by the Assistance Providers at any time within a reasonable period after the expiration of this ROE, if necessary.
- c. Owner understands that any individual who fraudulently or willfully misstates any fact in connection with this ROE shall be subject to a fine as provided under 18 U.S.C. § 1001 or imprisoned for not more than five years or both. In addition, the Owner understands that any individual who fraudulently or willfully misstates any fact in connection with this ROE shall be subject to a repayment of funds to the State of North Carolina.

ROE Permit Address: _____

2 of 10

Privacy Act Statement: Privacy Act Statement: The Property Owner / Owner's Authorized Legal Representative acknowledge(s) that information submitted will be shared with other government agencies, federal and nonfederal, and contractors and/or participating voluntary organizations, their subcontractors and employees for purposes of disaster relief management and for the objectives of this Right-of-Entry. This form is signed in order to allow access to perform emergency temporary repairs on the above-mentioned property and to authorize the release of insurance policy and claim information.

Signature(s) and Witness

For the considerations and purposes set forth herein, my signature below confirms that I have read this form, will abide by its terms, and agree to all terms stated herein. I certify under the laws of the State of North Carolina and the United States that my answers are truthful.

Owner Signature _____ Date _____

Co-Owner Signature (if applicable)	Date
------------------------------------	------

Phone Number

Phone Number

Owner's FEMA Registration Number

WITNESS

ROE Permit Address: _____

3 of 10

AGREEMENT TO PARTICIPATE AND IMPACT ON OTHER FEMA ASSISTANCE

Sheltering & Temporary Essential Power (STEP) assistance is provided to enable disaster survivors to return to their homes to avoid the need for temporary housing or sheltering (e.g., commercial lodging such as hotels and motels, public shelters, and friends or family).

Participation in the STEP program does not impact your eligibility for repair, replacement, or permanent or semi-permanent housing construction assistance under the Individual and Households Programs. However, participants will no longer be eligible for Transitional Sheltering Assistance and may no longer be eligible to receive an MHU, travel trailer, or other direct housing assistance under section 408 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

I am choosing to participate in the STEP program and I understand that my participation in the STEP program may impact my eligibility for other FEMA assistance.

Signature: _____
Owner

_____ Date _____ Time _____

Printed Name: _____

Address: _____

ROE Permit Address: _____

4 of 10

EXAMPLES OF STEP EMERGENCY WORK



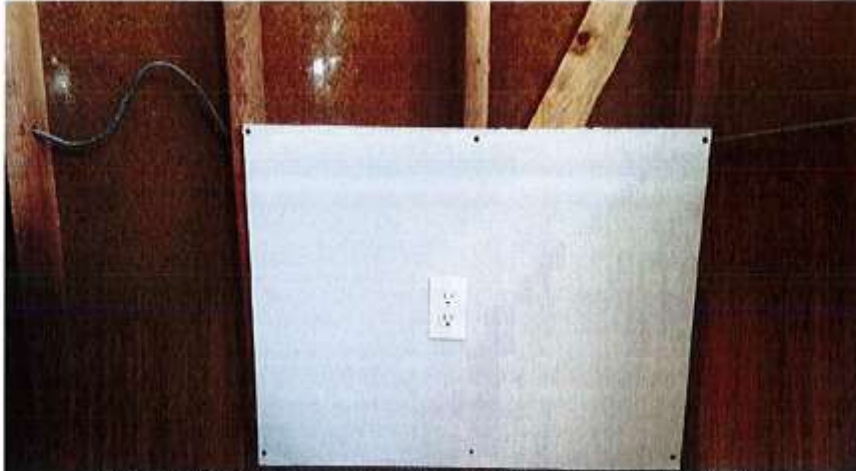
Example Kitchen Sink Provided under STEP



Example Bathroom Sink and Vanity Provided under STEP

ROE Permit Address: _____

5 of 10



Example Drywall Replacement under STEP to Cover Electrical Work



Example Water Heater Replacement under STEP in Unfinished Area

ROE Permit Address: _____

6 of 10

RIGHT-OF-ENTRY PERMIT - REQUEST FOR CANCELLATION

To cancel a previously-granted Right of Entry (ROE) permit, this cancellation form must be signed by the Owner, and delivered to the Federal Emergency Management Agency (FEMA) at a Disaster Recovery Center, or by FAX to FEMA's National Processing Service Center at 1-800-827-8112. Allow at least three (3) days to process. Alternatively, the ROE may be cancelled at the Property site by obtaining the signature of the authorized representative present when the crew appears for work.

It is recommended that the Owner make a copy of the signed cancellation prior to giving this form to the authorized representative. The authorized representative will keep the original signed copy for its records. Reproduction capability may not be available at the ROE collection points. Phone-in and verbal cancellations will not be accepted.

By canceling the ROE, Owner acknowledges that inspections and emergency protective measures may not be performed by the State of North Carolina, the United States of America including FEMA, or participating Voluntary Organizations Active in Disaster (VOAD), and their respective assigns, employees, agents, and contractors.

I have read and understand the foregoing statement concerning cancellation policies. I hereby certify that I request to cancel the foregoing ROE and my request for disaster-related emergency protective measures.

Signature: _____
Owner

_____ Date _____ Time _____

Printed Name: _____

Address: _____

I hereby acknowledge receipt of the foregoing request for cancellation:

Signature: _____
Authorized Representative

_____ Date _____ Time _____

Printed Name: _____
(Indicate authorized organization and title)

Title: _____

ROE Permit Address: _____

7 of 10

STEP APPLICANT ACCEPTANCE OF SCOPE OF WORK

Applicant Name:	<input type="text"/>	FEMA Registration Number:	<input type="text"/>		
Applicant Address:	<input type="text"/>	City:	<input type="text"/>	State:	<input type="text"/>
County:	<input type="text"/>	Zip:	<input type="text"/>		
Contractor Name:	<input type="text"/>				

I. Contractors Certification and Acceptance of Scope of Work

I have reviewed the scope of work with the Program Damage Assessor and the applicant and concur with the agreed upon scope items and quantities.

I hereby agree to perform the emergency repairs in the Scope of Work:

Signature of Contractor

Date

II. Applicant Certification and Acceptance of Scope of Work

I have read the Applicant Program Information Fact Sheet and understand the allowable emergency repairs offered through the Program I have reviewed the final scope of work with the Building Contractor and agree that the work to be performed is for emergency repairs only. I understand by accepting this program I will no longer have a right to any other housing options such as Public Shelters, Manufactured Housing Units (MHUs), Transitional Sheltering Assistance (TSA), or rental assistance.

I hereby approve and authorize the Building Contractor to begin emergency repairs in the Scope of Work:

Signature of Applicant

Current Phone #

Date

III. Damage Assessor's Concurrence

I have reviewed the scope of work for emergency repairs at the above referenced address and concur that the work to be performed is consistent with Program guidelines.

I hereby approve the scope of work for emergency repairs:

Signature of Damage Assessor

Date

STEP FINAL INSPECTION VERIFICATION

Applicant Name:	<input type="text"/>	FEMA Registration Number:	<input type="text"/>		
Applicant Address:	<input type="text"/>	City:	<input type="text"/>	State:	<input type="text"/>
County:	<input type="text"/>	Zip:	<input type="text"/>		
Contractor Name:	<input type="text"/>				

I. Contractors Certification

I have reviewed the scope of work with the Program Damage Assessor and the applicant and the agreed upon scope items have been satisfactorily completed.

I hereby confirm that the emergency repairs at the above referenced address have been completed in the Scope of Work:

_____ Signature of Contractor	_____ Date
----------------------------------	---------------

II. Applicant Certification

I agree that the work performed to date by the above-referenced Contractor has satisfactorily completed the emergency repairs discussed at the initial damage assessment site visit.

I hereby verify that the Contractor has satisfactorily completed the scope of work for emergency repairs.

_____ Signature of Applicant	_____ Current Phone #	_____ Date
---------------------------------	--------------------------	---------------

III. Damage Assessor's Verification

I have reviewed the scope of work for emergency repairs at the above referenced address and concur that the work to be performed is consistent with Program guidelines.

I hereby verify that the Contractor has satisfactorily completed the scope of work for emergency repairs.

_____ Signature of Damage Assessor	_____ Date
---------------------------------------	---------------

STEP REQUIRED DOCUMENTATION CHECKLIST

SHELTERING AND TEMPORARY ESSENTIAL POWER (STEP) DOCUMENTATION REQUIREMENTS CHECKLIST

- ☐ Proof of Ownership (examples provided below):
 - Homeowner's insurance;
 - Property tax bill;
 - Original deed or deed of trust to the property;
 - Mortgage payment book; **or**
 - Any notarized or official government document verifying home address and ownership
- ☐ Proof of Primary Residence (examples provided below):
 - Utility bills;
 - Merchant's statement;
 - Current driver's license;
 - Voter registration card; **or**
 - Employer's statement such as a wage or earnings statement
- ☐ Signed Right-of-Entry (ROE) Form
- ☐ Photos of damage
- ☐ Damage description and scope of work
- ☐ Work orders for each property describing costs and specific work performed

ATTACHMENT J: JOB DESCRIPTIONS

Project Manager

Responsibilities Include: Providing contractual administration and broad oversight and direction of consultant services. Providing day-to-day direction, guidance, and decision making for operations involving consultant services for the related to the NCEM's recovery effort

Knowledge of and skills in: Management and supervision, effective leadership, oral and written communication, and management of multiple tasks.

Examples of Work: Provides oversight of all program activities including program system development and internal system development. Provides guidance and supervises project staff. Manages work performance to ensure that services are being provided efficiently and effectively and takes corrective action as necessary. Approves hiring of staff. Communicates with grantees, subrecipients, contractors, volunteer agencies and/or NCEM personnel, staff, and other interested parties regarding all aspects of program operations. Makes effective presentations as required. Plans, directs, and coordinates daily project activities to ensure project goals and objectives are accomplished. Establishes work plan and staffing for each phase of the project. Confers with the project staff to outline the work plan and to assign duties, responsibilities, and authorities. Prepares project reports for NCEM and management. Plans, reviews, and evaluates the work of subordinate professional and operational staff. Reviews and evaluates project and service delivery. Develops systems and maintains records that provide for the proper evaluation, control, and documentation of all program activities. Makes recommendations for hiring staff. Provides explanations, clarifications, and other communications with grantees, subrecipients, contractors, NCEM staff, and other interested parties regarding all aspects of program operations.

Customer Service Rep

Responsibilities Include: Answer inquiries from applicants and work with applicants to resolve any outstanding issues, provide clarification or request information that is needed to proceed with the grant.

Knowledge of and skills in: Must have good customer service/phone skills and the ability to quickly review and retain new and updated program information.

Examples of Work: Prepares and processes various types of correspondence, forms, faxes and reports. Makes copies of documents and organizes and files documents. Answers and forwards incoming calls. Handles all outgoing and incoming mail responsibilities. Compiles and maintains records of office activities. Tabulates and posts data in record books or computers. Operates office machines and computer terminal to input and retrieve data.

Case Manager

Responsibilities Include: Work with homeowners to gather required documentation, assign projects to construction contractor, review/process contractor pay requests, and close out projects.

Knowledge of and skills in: Must have good customer service skills and the ability to quickly review and retain new and updated program information. Must be proficient in math/accounting skills.

Examples of Work: Talking with homeowners to clarify program requirements, collecting required documentation from homeowners, determining program eligibility of projects, assigning projects to contractors, scheduling inspectors for initial and final inspections, verifying pay applications

Inspector:

Responsibilities Include: Serving as a primary construction inspector to determine each project scope, collect documentation from homeowner, and perform final inspection for certification of completion.

Knowledge of and skills in: Construction practices, project management, construction contract administration, surveying principles, and an understanding of plans and specifications.

Examples of Work: Performs initial inspection of home to establish scope of work, collect documents from homeowner, document damage, performs final review for certification of completion.

Clerical/Admin Assistant

Responsibilities Include: Providing routine office functions and support services for management and staff.

Knowledge of and skills in: Standard office procedures, basic computer operations, and office equipment operation.

Examples of Work: Prepares and processes various types of correspondence, forms, faxes and reports. Makes copies of documents and organizes and files documents. Answers and forwards incoming calls. Handles all outgoing and incoming mail responsibilities. Compiles and maintains records of office activities. Tabulates and posts data in record books or computers. Operates office machines and computer terminal to input and retrieve data.

ATTACHMENT K: INSPECTION CHECKLIST

This checklist details the work that will be done for an initial inspection and a final inspection. Use this only for pricing purposes on the Cost Response, Attachment K

Electrical System, Inspect and Test					
DESCRIPTION:	REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE:	UNIT PRICE EXTENSION (Quantity times Unit Price)
	1	1	Each		
Plumbing, Inspect and Test					
DESCRIPTION:	REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE:	UNIT PRICE EXTENSION (Quantity times Unit Price)
	2	1	Each		
HVAC System, Inspect and Test					
DESCRIPTION:	REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE:	UNIT PRICE EXTENSION (Quantity times Unit Price)
	3	1	Each		
Floor Covering, Remove					
DESCRIPTION:	REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE:	UNIT PRICE EXTENSION (Quantity times Unit Price)
	4	1	Square Foot		
Baseboards, Removal					
DESCRIPTION:	REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE:	UNIT PRICE EXTENSION (Quantity times Unit Price)
	5	1	Linear Foot		
Drywall, Remove					
DESCRIPTION:	REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE:	UNIT PRICE EXTENSION (Quantity times Unit Price)

REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Highest Quantity times Unit Price)
6	1	Square Foot		
DESCRIPTION:	Drywall, Install (Do not tape, float, or paint)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Highest Quantity times Unit Price)
7	1	Square Foot		
DESCRIPTION:	Insulation, Wall, Remove			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Highest Quantity times Unit Price)
8	1	Square Foot		
DESCRIPTION:	Insulation, Wall, Replace			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
9	1	Square Foot		
DESCRIPTION:	Insulation, Floor			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
10	1	Square Foot		
DESCRIPTION:	Dehumidifier (500 Square Feet)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
11	1	Each		
DESCRIPTION:	Interior Debris, Remove to Street Right of Way			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

12	1	Each				
DESCRIPTION:	Clean and Sanitize					
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)		
13	1	Each				
DESCRIPTION:	Electrical Receptacles and Switches, Replace					
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)		
14	1	Each				
DESCRIPTION:	Electrical GFI Receptacle, Replace					
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)		
15	1	Each				
DESCRIPTION:	Electrical 220 volt Receptacle, Replace					
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)		
16	1	Each				
DESCRIPTION:	Electrical Main Panel, Clean and Repair					
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)		
17	1	Each				
DESCRIPTION:	Electrical Main Breakers, 200 Amp, Replace					
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)		
18	1	Each				
DESCRIPTION:	Electrical Auxiliary Panel, Replace					

REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
19	1	Each		
DESCRIPTION:	Electrical Circuit Breaker, 2 Pole, Replace			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
20	1	Each		
DESCRIPTION:	Electrical Circuit Breaker, GFI, Replace			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
21	1	Each		
DESCRIPTION:	Electrical Disconnect Box, Clean and Repair			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
22	1	Each		
DESCRIPTION:	Central HVAC Unit Testing			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
23	1	Each		
DESCRIPTION:	Central HVAC Unit Repair			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
24	1	Each		
DESCRIPTION:	Central HVAC Unit Replacement			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

25	1		Each			
DESCRIPTION:	Gas Line Replacement – Interior					
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)		
26	1	Linear Foot				
DESCRIPTION:	Ductwork, Clean and Sanitize					
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)		
27	1	Linear Foot				
DESCRIPTION:	Wall Heater, Clean and Test					
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)		
28	1	Each				
DESCRIPTION:	Door, Interior, Replace					
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)		
29	1	Each				
DESCRIPTION:	Door, Exterior, Standard Entry, Replace					
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)		
30	1	Each				
DESCRIPTION:	Cabinet, Interior, Remove and Re-install					
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)		
31	1	Linear Feet				
DESCRIPTION:	Sink, Bathroom, Re-install					

REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
32	1	Each		
DESCRIPTION:	Sink, Kitchen, Re-install			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
33	1	Each		
DESCRIPTION:	Toilet and Tank, Clean and Re-install			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
34	1	Each		
DESCRIPTION:	Bathtub/Shower Unit, Clean			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
35	1	Each		
DESCRIPTION:	Water Heater, Inspect and Test, Return to Service			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
36	1	Each		
DESCRIPTION:	Water Heater, Inspect and Test, Repair			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
37	1	Each		
DESCRIPTION:	Water Heater, Inspect and Test, Replace, 40 Gallon Max.			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

38	1	Each	Carbon Monoxide Detector, Hard Wired, Replace		
DESCRIPTION:					
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
39	1	Each			
DESCRIPTION:	Carbon Monoxide Detector, Battery Operated, Replace				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
40	1	Each			
DESCRIPTION:	Smoke Detector, Hard Wired, Replace				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
41	1	Each			
DESCRIPTION:	Smoke Detector, Battery Operated, Replace				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
42	1	Each			
DESCRIPTION:	Handicapped Ramp, Replace				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
43	1	Each			
DESCRIPTION:	Minor Roof, Exterior Skin Repair to Weatherproof Residence				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
44	1	Square Foot			
DESCRIPTION:	Window, Glass, Replace				

REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
45	1	Each		
DESCRIPTION:	Window, Replace			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
46	1	Each		
DESCRIPTION:	Access Porch, Replace			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
47	1	Each		
DESCRIPTION:	Water Well Surface Pump, Repair			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
48	1	Each		
DESCRIPTION:	Water Well Surface Pump, Replace			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
49	1	Each		
DESCRIPTION:	Water Well Pressure Switch, Replace			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
50	1	Each		
DESCRIPTION:	Water Supply, Decontaminate			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

51	1	Each				
DESCRIPTION: Septic Drain Field, Replace						
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)		
52	1	Each				
DESCRIPTION: Sewer Line, Auger						
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)		
53	1	Each				
DESCRIPTION: Sewage Ejector Pump, Replace						
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)		
54	1	Each				
DESCRIPTION: Insulation, Attic, Remove						
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)		
55	1	Square Foot				
DESCRIPTION: Insulation, Attic, Replace						
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)		
56	1	Square Foot				
DESCRIPTION: Window Unit						
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)		
57	1	Each				