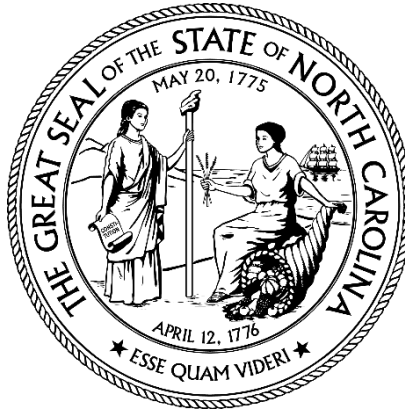




STATE OF NORTH CAROLINA

**DEPARTMENT OF PUBLIC SAFETY – EMERGENCY MANAGEMENT
Hazard Mitigation Assistance (HMA) Program**

**REQUEST FOR PREQUALIFICATION (RFPQ):
PRIME CONTRACTORS FOR
RESIDENTIAL CONSTRUCTION SERVICES
ACQUISITION AND DEMOLITION**

Request for Prequalification (RFPQ) #: 19-RFPQ-1653309857-GSX

Date of Issue: July 21, 2025

**Application Opening Date: Applications Accepted on an Ongoing Basis* until
July 20, 2026 at 2:00 PM ET**

***NOTE: Applications received before the Opening Date will be processed upon receipt.**

Direct all inquiries concerning this RFPQ to:

**Sherri Garte
Contract Specialist
Email: sherri.garte@ncdps.gov**

STATE OF NORTH CAROLINA
Department of Public Safety

Refer <u>ALL</u> Inquiries regarding this RFPQ to:	Request for Prequalification # 19-RFPQ-1653309857-GSX
Sherri Garte at sherri.garte@ncdps.gov	Applications Accepted Ongoing Basis Until: July 20, 2026 at 5:00 pm ET
Using Agency: NCEM, Hazard Mitigation	Commodity No. and Description: 721110, Residential
Requisition No: NA	Construction Services in the state of North Carolina

EXECUTION

By executing this Request for Prequalification (RFPQ), the undersigned Vendor understands that False certification is a Class I felony and certifies that:

- that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. §143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. §143-59.1.

Furthermore, by executing this RFPQ, 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 future Contract awarded as a result of this RFPQ, 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 RFPQ, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Failure to execute/sign RFPQ prior to submittal shall render Application invalid and it will be REJECTED.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #12):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

APPLICATION APPROVED - ADDED TO PREQUALIFIED LIST

This RFPQ by itself is NOT a Contract. It does not guarantee work. This RFPQ in combination with individual Requests for Bid ("RFB"), BAFOs, and other potential documents will constitute the contracts. If prequalification later results in a contract, you will be expected to accept the NORTH CAROLINA GENERAL TERMS AND CONDITIONS as part of the Contract. Any discrepancies or differences between this RFPQ and subsequent RFBs will be resolved in favor of the RFBs.

FOR STATE USE ONLY: Vendor added to the Prequalified List this _____ day of _____, 20____, as indicated on

The attached notification, by _____.

(Authorized Representative of Department of Public Safety)

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1.0 PURPOSE AND BACKGROUND

The North Carolina Department of Public Safety (DPS), Division of Emergency Management (NCEM), Hazard Mitigation Office is seeking to qualify highly skilled Prime Contractors to perform residential property acquisition and structure demolition services located across North Carolina. This work will be completed through the NCEM Hazard Mitigation program and includes, but is not limited to, project scoping, pre-construction services, construction/demolition activities, post-construction services, and closeout services of eligible structures.

1.1 PREQUALIFICATION

This RFPQ, by itself, is not a contract. It is merely the first part of a potential contract that will also include the individual Requests for Bid (RFB), potential BAFOs (Best and Final Offers), and any other additional documents or amendments. Prequalified Prime Contractors will have the ability to bid upon residential construction services for projects administered by NCEM as the need arises.

The intent of the RFPQ is to accept applications on an ongoing basis to establish a list of prequalified Prime Contractors. Applications shall be submitted in accordance with this RFPQ, and any addenda issued hereto.

Vendors that have previously submitted applications and for Prime Contractors for Residential Construction Services, and have previously been qualified for acquisition and demolition services will have to re-qualify under this RFPQ.

THE REST OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PREQUALIFICATION SCHEDULE

The table below shows the *intended* schedule of this RFPQ. It is the intent of NCEM to distribute the first wave of RFBs in August of 2025. It is highly recommended to have applications submitted as soon as possible to be considered for the first round of RFBs.

EVENT	RESPONSIBILITY	DATE AND TIME
Issue Request for Prequalification	State	July 21, 2025
Submit Written Questions	Vendor	Ongoing through June 20, 2026 by 2:00 pm ET
Provide Response to Questions	State	Ongoing within 2 weeks of receipt of questions
Submit Applications	Vendor	Applications Accepted on an Ongoing Basis until July 20, 2026 at 5:00 pm ET.
Prequalification Award	State	Open-Decisions on Applications will be as soon as applicable after submission
Prequalification Effective Date	State	Date Prime Contractor receives notice that application was approved

2.2 QUESTIONS

PURPOSE: Upon review of the RFPQ documents, Vendors may have questions to clarify or interpret the RFPQ in order to submit the best application possible. To accommodate the Prequalification Question process, Vendors shall submit any such questions by the above due date. Thereafter, questions may be submitted anytime, but NCEM will answer them via posting an addendum in the Sourcing Tool (evp.nc.gov) once every 30 days until the prequalification period for this RFPQ is closed. Questions received after the above date will be aggregated the last day of each month and an addendum posted to the Sourcing Tool as soon as possible thereafter.

INSTRUCTIONS: Written questions shall be emailed to sherri.garte@ncdps.gov by the date and time specified above. Vendors should enter "Request for Prequalification #19-RFPQ-1653309857-GSX Questions" as the subject for the email. Question submittals should include a reference to the applicable RFPQ section and be submitted in a format shown below:

REFERENCE	VENDOR QUESTION
RFPQ Section, Page Number	Vendor question ...?

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

2.3 RFPQ SUBMITTAL

Vendors shall provide responses by email to sherri.garte@ncdps.gov . It is the Vendor's sole responsibility to ensure its application has been received as described in the RFPQ on an ongoing basis.

Submit **one (1) signed, electronic** application, **one (1) redacted electronic** (confidential and proprietary information removed shall be submitted simultaneously with the application to the email address(es) identified above.

The North Carolina Department of Public Safety, in responding to public records requests, will release the contents of the Redacted file provided by the Vendor. It is the sole responsibility of the Vendor to ensure that the Redacted file complies with the requirements in the Instructions to Vendors and ALL proprietary and confidential information, including Personal Identifiable Information (PII) has been removed.

2.4 PREQUALIFIED CONTENTS

The below items are required to be submitted by the Vendor in order to be considered for prequalification. Vendor shall populate all attachments of this RFPQ that require the Vendor to provide information and include an authorized signature where requested, as outlined below. Vendor responses shall include the following items:

- 1) Per Section 4.4 Demonstration of Vendor Experience
- 2) ATTACHMENT A: LOCATION OF WORKERS UTILIZED BY VENDOR
- 3) ATTACHMENT B: PREQUALIFICATION QUESTIONNAIRE
 - SECTION 1: GENERAL COMPANY INFORMATION
 - SECTION 2: GENERAL REQUIREMENTS
 - SECTION 3: CONSTRUCTION SERVICES AND AREA OF CONSTRUCTION
- 4) ATTACHMENT D: CUSTOMER REFERENCE
- 5) ATTACHMENT E: HUB SUPPLEMENTAL INFORMATION
- 6) ATTACHMENT H: CERTIFICATION REGARDING LOBBYING

2.5 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **ACQUISITION**: The process of purchasing property from their owners to permanently eliminate the risk of flood damage to buildings in a floodplain. Existing structures will be demolished and/or relocated and the acquired land converted to open "green" space. Green space includes all primary structures, outbuildings and debris that may be on the property. The property shall be deed-restricted in perpetuity, having land-use restrictions consistent with 44 C.F.R. part 80.
- b) **APPLICATION**: This Request for Prequalification and Prime Contractor's Application.
- c) **AUDIT**: The contract(s) awarded pursuant to this RFPQ are subject to audits by state and federal agencies and/or their authorized independent auditors. The auditors may conduct contract performance, financial and/or forensic/fraud audits.
- d) **CONSTRUCTION SERVICES MANAGER (CM)**: A North Carolina licensed General Contractor (GC) with construction management experience that will provide NCEM construction/demolition management services.
- e) **DEMOLITION**: The process of demolishing any building or structure in order to convert the land to open "green" space.
- f) **DESIGN FLOOD ELEVATION (DFE)**: The regulatory flood elevation adopted by the local community which is equal to the base flood elevation plus freeboard and wave action, if applicable.
- g) **FREEBOARD**: Freeboard is a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed. The amount of freeboard required each project shall be verified with the local jurisdictions.
- h) **GC**: General Contractor, licensed in the State of North Carolina.

- i) **LOCAL:** Any town, city, county, or other local jurisdiction including any of its sub-units and political subdivision recognized under local and North Carolina law.
- j) **PRIME CONTRACTOR:** The person or firm responsible for daily oversight of the project. This includes providing construction management, subcontracting construction services, managing timelines and budgets, acquiring the necessary designs and permits, as well as ensuring all inspections and certificates are acquired by completion of the project. Prime Contractor will be used interchangeably with Vendor throughout this RFPQ and subsequent documents.
- k) **RFB:** Request for Bid.
- l) **RFPQ:** Request for Prequalification.
- m) **SCOPE OF WORK:** The agreed upon duties and responsibilities of the Prime Contractor for each project site. The Scope of Work may only be altered by a change order.
- n) **STATE:** The State of North Carolina, including any of its sub-units and political subdivision recognized under North Carolina law.
- o) **STATE AGENCY:** For purposes of this RFPQ, any sub-unit within the executive branch of the State, State Officials or Council of State Agencies that may have statutory, managerial or regulatory duties arising from or related to this RFPQ, State Disaster Recovery Acts of 2016, 2017 and 2018, and subsequent acts, and/or Hazard Mitigation Grant Program (HMGP) and these sub-units include but are not limited to: North Carolina Emergency Management (NCEM), Governor's Office, Department of Public Safety (including NCEM and Division of Purchase & Logistics), Department of Administration (including State Construction Office and Purchase and Contract), State Building Commission, Department of Insurance, Department of Labor, Department of Insurance, Office of State Auditor, Office of the State Controller, Office of State Budget and Management, State Treasurer, Office of the Attorney General, and State licensing boards.
- p) **VENDOR:** The person or firm responsible for daily oversight of the project. This includes providing construction management, subcontracting construction services, managing timelines and budgets, acquiring the necessary designs and permits, as well as ensuring all inspections and certificates are acquired by completion of the project. Prime Contractor will be used interchangeably with Vendor throughout this RFPQ and subsequent documents.
- q) **WORK ORDER:** Specific, written authorization to perform the task(s) listed therein.

3.0 METHOD OF PREQUALIFICATION AND EVALUATION PROCESS

3.1 METHOD OF PREQUALIFICATION

In addition to the requirements below, Prime Contractors shall complete the Prequalification Questionnaire at Attachment B. The Prime Contractor's qualifications will be scored and evaluated as reflected in the Prequalification Form. **The minimum scoring for prequalification as to a Prime Contractor's ability shall be 80 out of 100.**

All Prime Contractors that receive a total combined score of 80 or above will be prequalified for bidding on contracts. Prime Contractors not qualified will be informed of the reasons and scores that resulted in the decision. Prime Contractors shall follow the policy in Attachment C if they desire further review of the prequalification decision or want to protest the decision. Prime Contractors denied prequalification can seek prequalification after rectifying deficiencies of this RFPQ.

3.2 CONTRACT AWARD METHODOLOGY

Due to the nature of these projects, only Prime Contractors prequalified for residential construction services through the RFPQ process will have the ability to bid upon subsequent RFBs. All qualified bids will be evaluated, and award(s) will be made based on the qualified bid(s) offering the preferred project timeframes with the lowest responsible price, best value or other methodology that meets the best interest of the State. The individual RFBs will indicate the particular evaluation methodology that will be used for that RFB.

While the intent of subsequent RFBs will be to award Contract(s) to a single Prime Contractor for each line item, the State reserves the right to make separate awards to different Prime Contractors for one or more-line items, to not award any portion of the goods or Services, or to cancel an RFB in its entirety without awarding a contract, if it is considered to be most advantageous to the State to do so. NCEM will award projects in a process that is in the best interest of the Hazard Mitigation program and/or specific areas and communities.

There will be three different methods of awarding construction service contracts, further defined below:

1. Contracts up to \$29,999.99 may be awarded via assignment to a Prime Contractor pursuant to N.C.G.S. § 143-131.
2. Contracts between \$30,000.00 and \$499,999.00 will be awarded via informal bidding pursuant to N.C.G.S. § 143-131.
3. Contracts at or above \$500,000.00 will be awarded via formal bidding pursuant to N.C.G.S. § 143-129.

AWARDING OF PROJECTS UNDER \$30,000.00:

As defined in N.C.G.S. § 143-131, contracts under \$30,000.00 do not require competitive bidding or award to the lowest, responsive, responsible bidder.

INFORMAL BIDS FOR PROJECTS BETWEEN \$30,000.00 and \$499,999.00:

For contracts between \$30,000.00 and \$ 499,999.00, N.C.G.S. § 143-131 requires competitive bidding and awarding of the contract to the lowest, responsive, responsible bidder. For all of these contracts, NCEM requires additional contractual requirements of N.C.G.S. § 143-128, even if they fall under an exception. NCEM will issue an informal Request for Bid (RFB). These bids will be batched by geographical location and have a similar project type. Those bids will be disseminated in an RFB with the Application Number for those projects. The Prime Contractor(s) shall bid on all projects within the RFB in order to be considered for award. They will submit a fixed price, lump sum, or price per square footage for each task as specified in the RFB. In order for the Prime Contractor to win a bid, they shall provide pricing for all projects within the RFB.

The RFBs will be sent to the email address of record for the prequalified Prime Contractors and will include a date and time for the completed RFB to be sent back to NCEM at the same email address which it was sent from.

Any additional costs which arise as a change order will be negotiated between the Prime Contractor and NCEM. These Change Orders will have to be approved by NCEM and/or be required by the Authority Having Jurisdiction. Prime Contractor(s) shall provide NCEM with documentation of these required changes.

FORMAL SEALED BIDS FOR BATCHES OF PROJECTS ABOVE \$499,999.99:

Construction service contracts at or above \$500,000.00 will need to go through the formal sealed bid process pursuant to N.C.G.S. § 143-129. These contracts will require the additional contractual requirements of N.C.G.S. § 143-128. These contracts will be assembled into groupings by NCEM to allow for the most efficient delivery of construction services for NCEM and the Prime Contractors. RFBs for these sealed bids will be substantially the same as the RFBs in the informal bidding process. The bids will be sent to the email address of record for each Prime Contractor. The Prime Contractors must return their completed RFBs in a sealed envelope to an identified location by the date and time requested in the email sent out by NCEM. NCEM will open the RFBs in public, as required by State law.

Prime Contractor(s) and NCEM will agree upon cost benchmarks for payment before construction services begins which will constitute the draw payment schedule.

3.3 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period and prior to granting prequalification, all information concerning the Application and evaluation is **confidential**, and possession of the Application and accompanying information is limited to personnel of the issuing agency and any third parties involved in this procurement process, and to the committee responsible for participating in the evaluation. Any attempt on behalf of a Vendor to gain such confidential information, or to influence the evaluation process (e.g., contact anyone involved in the evaluation, criticize another Vendor, offer any benefit or information not contained in the Application) in any way is a violation of North Carolina purchasing law and regulations and shall constitute sufficient grounds for disqualification of Vendor's application from further evaluation or consideration in the discretion of the State.

3.4 INTERPRETATION OF TERMS AND PHRASES

This Request for Prequalification serves two functions: (1) to advise potential Prime Contractors of the parameters of the solution being sought by NCEM; and (2) to provide a pool of qualified Prime Contractors to NCEM.

As such, all terms in this RFPQ, its addenda, and any subsequent RFB shall be enforceable in accordance with the General Contract Terms and Conditions. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable conditions. In determining whether bids should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the RFB. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

4.0 REQUIREMENTS

This section lists the requirements related to this RFPQ and any subsequent RFBs. By applying for prequalification through this RFPQ, the Prime Contractor agrees to meet all the stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFPQ. If the Prime Contractor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better bid, the Prime Contractor is urged and cautioned to submit these items in the form of a question during the question-and-answer period in accordance with Section 2.1.

4.1 PROJECT PRICING AND CHANGE ORDERS

PROJECTS UNDER \$30,000 may be awarded to Prime Contractor(s) based upon its application score and/or performance scorecard or best interests to the State.

PROJECTS AT OR ABOVE \$30,000 will be bid out, whether formally or informally, to prequalified Prime Contractors. Prime Contractors that wish to participate in the program will have to submit bids for desired services that may include, but are not limited to, the following tasks: Acquisition, Demolition, and Administration Services.

CHANGE ORDERS: No additional changes outside the fixed priced will be allowed, unless approved by NCEM in writing. Pricing units for each task will be further discussed in subsequent RFBs. It is the responsibility of the Prime Contractor to assess each property prior to bid submittal. No Change Orders will be approved on the claim of site condition changes of the structure and/or property. Prime Contractors shall only invoice for the amounts specifically allowed for this RFPQ and/or subsequent RFB, that is, the Prime Contractors may not bill NCEM or any other State agency for any costs in putting together the requested application.

4.2 INVOICES

Prime Contractors will be instructed in the subsequent RFBs how to invoice for payment. Unless otherwise instructed, Prime Contractors will only submit invoices to NCEM through EM Grants.

The standard format for invoicing shall be single invoice, meaning that the Prime Contractor shall provide NCEM with an invoice for each task or Work Order for each project site. Each task will only be permitted to be invoiced once, unless extenuating circumstances occur and are approved, in writing, by NCEM. Invoices shall include detailed information, supporting documentation, and/or deliverables requested in a Work Order to allow NCEM or their designee to verify fees, costs, and/or expenses. At a minimum, the following fields shall be included on all invoices:

Prime Contractor's Contact Information, NC Contract Number, Work Order (Project) Number, Work Order (Project) Date, Site Address, Item Description, Price, Quantity, and Unit of Measure.

Proof of payment to subcontractors will be accepted in the following formats: copy of cancelled check, copy of CC/Cash receipt, copy of electronic funds transfer, and/or copy of wire transfer.

4.3 FINANCIAL STABILITY

As a condition of prequalification, the Prime Contractor must certify that they have the financial capacity to perform and to continue performing its obligations under any resulting Contract; that Prime Contractor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Prime Contractor that could materially adversely affect performance of any resulting Contract; and that entering into a Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Prime Contractor shall submit the following financial documentation with its Application: most recent annual balance sheet, income statement/statement of retained earnings and cash flow statement, or most recent statement of financial condition by an independent auditor. Financial information, statements, and/or documents submitted with an Application shall be evaluated to determine: whether the Prime Contractor has sufficient ability to perform the Contract; whether the Prime Contractor is able to meet its short-term obligations, debts, liabilities, payroll, and expenses; whether the Prime Contractor has provided complete, reliable, and accurate financial information regarding its business operation; whether the Prime Contractor is financially solvent; and whether the Prime Contractor has sufficient cash flow and/or available financing from a financial institution to perform a contract for **60 days** without receiving payment from the State. **Financial information of non-public entities may be marked as confidential.**

4.4 PRIME CONTRACTOR EXPERIENCE

In its Application, the Prime Contractor shall **demonstrate experience** with the acquisition, demolition, and environmental mitigation (e.g., abatement of lead and asbestos). Prime Contractors should state experience with Local, State, and Federal statutory requirements for grants, especially Federal Emergency Management Administration grant programs, and State or Local government disaster recovery programs. Lack of disaster recovery experience, experience with certain types of environmental mitigation, or certain types of construction services will not, by themselves, preclude Prime Contractors from being prequalified for all subsequent areas but may affect qualification for some areas. However, lack of experience may be used by NCEM and/or its PM(s) in assigning contracts and/or allowing Prime Contractors to competitively bid on certain types of Contracts.

Prime Contractors should state their experience (e.g., a Prime Contractor has not abated asbestos should not represent experience in performing such work because of the safety health risks involved in not properly performing that work, etc.). **Prime Contractors are further warned that misrepresenting experience may result in State and Federal False Claims Act violations.** Prime Contractors shall provide information as to that 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.

4.5 REFERENCES

Prime Contractors shall provide at least three (3) references, using ATTACHMENT D: CUSTOMER REFERENCE, for which your company has provided Services of similar size and scope to that proposed herein. The State may contact these references to determine the Services provided are substantially similar in scope to those proposed herein and Prime Contractor's performance has been satisfactory as part of the evaluation of the Application and/or prior to the award or assignment of a Contract.

4.6 BACKGROUND CHECKS

Prime Contractor and/or subcontractors to be assigned to any contract may be required to undergo background checks at Prime Contractor's expense prior to beginning work or at any time during the performance of a Contract. The State of North Carolina, as described in Executive Order 158, Furthering Fair Chance Policies in State Government Employment (August 18, 2020), is committed to eliminating the limitation of opportunity against persons who have criminal records. The State will not disqualify a Prime Contractor from participating in a contract merely based on the criminal history of the Prime Contractor, including its officers or directors, or any of its employees or other personnel providing Services on a project, unless that criminal history impedes the Prime Contractor's ability to perform the contract, or if State or federal law prohibits contracting with Prime Contractors with certain criminal convictions. The Prime Contractor is encouraged to extend these considerations to employees, subcontractors, and suppliers.

If a background check is requested, the Prime Contractor must provide NCEM with information for:

- a) Any **criminal felony conviction** or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of Prime Contractor, its officers or directors, or any of its employees or other personnel to provide services on this project, of which Prime Contractor 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 Prime Contractor of which it has knowledge or a statement it is aware of none;
- c) Any **regulatory sanctions** levied against Prime Contractor 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 (3) years or a statement that there is 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 Prime Contractor 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 Prime Contractor has knowledge or a statement that there are none;
- e) Any **civil litigation**, arbitration, proceeding, or judgements pending against Prime Contractor during the three (3) years preceding submission of its application herein or a statement that there are none.

Prime Contractor's responses to these requests shall be considered to be continuing representations, and Prime Contractor's failure to notify NCEM within thirty (30) days of any criminal litigation, investigation, or proceeding involving Prime Contractor 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 Prime Contractor to perform services under this Contract.

4.7 PERSONNEL

Prime Contractor warrants that qualified personnel shall provide Services under any Contract awarded 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. Prime Contractor will serve as the primary contact under any awarded 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 Prime Contractors or subcontractors of Prime Contractor may appear for purposes of convenience in Contract document; and shall not limit Prime Contractor's obligations hereunder. Prime Contractor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Prime Contractor's application result in a prequalification award, the Prime Contractor shall be required to agree that it will not substitute key personnel assigned to the performance of any Contract without prior written approval by NCEM. Prime Contractor shall further agree that it will notify the NCEM Contract Administrator of any desired substitution, including the name(s) and references of Prime Contractor's recommended substitute personnel. The State will agree to 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 any Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract services provided by such personnel.

5.0 SCOPE OF WORK

NCEM is seeking to prequalify skilled Prime Contractors to oversee several aspects of the implementation process for acquisition and demolition services in North Carolina. It is the responsibility of the selected Prime Contractor(s) to manage the overall residential construction services throughout the lifespan and scope of the awarded project. Upon completion, the site shall be in compliance with the Local, State, and Federal requirements.

The Prime Contractor shall select a Construction Services Manager for acquisition and demolition projects who shall be licensed in the State of North Carolina as a General Contractor. Should the Prime Contractor allocate work to subcontractors, those subcontractors shall have the appropriate registrations and/or licenses to work in the State of North Carolina, verified by the Prime Contractor, and shall be provided to the State as requested. A list of subcontractors to be used should be included in the subsequent RFB submission(s). As much as possible, laborers and subcontractors should be local to the community in which the work is being completed, unless locally contracted crews are substantially more expensive or unavailable to complete work within the deadlines. Each subcontractor shall be able to provide a comprehensive list of positions and laborers utilized.

A pre-construction conference shall take place after RFBs have been awarded to discuss the initial project schedule and Scope of Work with the Prime Contractor(s) and Hazard Mitigation leadership. Within 14 days following this conference, the Prime Contractor(s) shall provide a final project schedule and Scope of Work for all awarded projects.

The Prime Contractor(s) must have the financial ability to undertake the work and assume the liability. Each selected Prime Contractor will be required to furnish proof of sufficient Liability Insurance coverage and must have an accounting system in place to identify costs chargeable to each project.

Prime Contractor(s) will be bound to specific terms and conditions which are subject to change prior to the execution of any contract that may result from subsequent RFB solicitations. It is the intent and goal of NCEM and the State of North Carolina to ensure every project is successful, so qualified Prime Contractor(s) are encouraged to work proactively to identify and resolve all issues and problems immediately to minimize delays in completing projects.

In order to accomplish the required tasks for any of the acquisition and demolition service projects awarded, Prime Contractor(s) must provide administrative services. When applicable, administrative services may include, but are not limited to, the following: construction management, legal closeout services, and any expenses associated with the scope of work not specifically requested elsewhere in an RFB.

In its response, the Vendor may apply to one or more of the following tasks:

<u>ACQUISITION:</u> Includes - Asbestos and lead-based paint inspection, appraisal, title work, legal fees, settlement fees, and title transfer fees.	For acquisition projects, the Prime Contractor(s) shall conclude settlement with the homeowner(s) on the first project site within 90 days of the pre-acquisition conference. Prior to settlement, the Prime Contractor(s) shall collect all the necessary documentation to facilitate the acquisition of the property (e.g., appraisal(s), duplication of benefits (DOB), etc.), as well as obtaining the homeowner(s) approval of these documents. Deed ownership shall be transferred to the subgrantee, and the programmatic deed restrictions will be recorded within 14 days of settlement. Surveys will be provided by NCEM.
<u>DEMOLITION:</u> Includes - Pre-demolition evaluation, demolition documents, permitting, asbestos and lead-based paint abatement, mobilization to project site, preparatory site work, utility disconnect, demolition of structure, removal of underground improvements and secondary structures, debris removal, removal of utilities, inspections, final site work (e.g., grading, seeding, etc.) and demobilization from the project site.	For demolition projects, the Prime Contractor(s) shall mobilize to the first project site within 90 days of the pre-demolition conference. In order to mobilize, the Prime Contractor(s) shall collect all the necessary documentation to begin demolition on their first project site (e.g., demolition documents, permits, etc.). Once demolition of all buildings and structures are complete, site restoration and stabilization shall occur to revert the property to open “green” space. All demolition work shall conclude on each project site within 60 days of settlement, in most cases, not to exceed 90 days.

5.1 GENERAL

ENVIRONMENTAL/HISTORIC CONCERNS: During the Federal grant application submittal process, each project undergoes an Environmental and Historic Preservation review by FEMA. Should the review find an environmental or historical concern, the residential construction services must consider the necessary adjustments. The Prime Contractor must have a complete understanding of any environmental and historic issues as well as the necessary construction service requirements relative to the project.

Rights of way and access to the structure as well as site management must also be considered prior to beginning construction services. The necessary means must be taken to minimize environmental impacts imposed by construction services at the site. The Prime Contractor shall be responsible for dust control and all other environmental safeguards and protections as necessary. All such safeguards and protections shall comply with Local, State, and Federal laws and regulations regarding the same. The appropriate disposal of debris must follow environmental regulations and must be disposed of or recycled at an approved facility.

The Prime Contractor is responsible for obtaining all necessary and applicable environmental and regulatory permits prior to commencing any construction service activities. Copies of all documentation evidencing proper permitting and approval shall be provided to NCEM before any activities begin.

RESPONSIBILITY FOR DAMAGE AND VIOLATIONS: The Prime Contractor shall exercise due care in the performance of all activities to minimize any damages to trees, shrubs, landscaping on public or private property. The Prime Contractor shall be responsible for damages to any property caused by its equipment or workers. NCEM shall be notified immediately of any damages which occur during construction service activities conducted by the Prime Contractor or its subcontractors.

The Prime Contractor shall be responsible for any and all corrective action required in response to any notices of violations issues by any Local, State, or Federal agency as a result of the Prime Contractor's actions. All corrective actions shall be taken at the Prime Contractor's expense. Additionally, the Prime Contractor shall be solely responsible for the payment of any fines or penalties resulting from any such violations.

EQUIPMENT: All equipment to be utilized by the Prime Contractor shall comply with all applicable Federal, State, and Local rules and regulations and shall be inspected and approved prior to use. The Prime Contractor shall provide all labor and materials necessary to fully operate and maintain all equipment to be utilized.

TEMPORARY LODGING: During the acquisition process, the Prime Contractor may be responsible for providing relocation assistance for tenants under the Uniform Relocation Act (URA). If a tenant qualifies for URA assistance, a Change Order shall be submitted, and pricing shall be negotiated with the State prior to proceeding. More information on URA assistance may be obtained by contacting NCEM or found in FEMA's Hazard Mitigation Assistance Guidance and the Hazard Mitigation Assistance Guidance Addendum.

5.2 ACQUISITION PROCESS

Each acquisition shall consist of several marked steps to be approved by the local authority having jurisdiction in order to initiate, execute, and closeout each project. Additional requirements will be included in the subsequent RFB for the specific projects. These steps may require multiple site visits by various professionals along with meetings between the Prime Contractor, State, subgrantee representative and/or homeowner. The Prime Contractor(s) and/or licensed professional shall schedule or provide services that include, but are not limited to, the following:

- a) **PRE-ACQUISITION CONFERENCE:** A meeting between NCEM and the Prime Contractor to discuss the initial project schedule and Scope of Work after the award of the Contract.
- b) **HOMEOWNER CONSULTATION:** Prime Contractor meets with homeowner(s) to provide project timeline, conduct a review for Duplication of Benefits (DOB) and eligibility for Uniform Relocation Act (URA) assistance.
- c) **SITE SURVEY:** As part of the Hazard Mitigation Assistance program, a site survey will be provided by NCEM and will not be a part of the Prime Contractor's scope of work.
- d) **APPRAISAL:** An appraisal of the structure shall be obtained by a licensed professional in order to determine the value of the structure. If the homeowner(s) are dissatisfied with the appraisal, they reserve the right to have a second appraisal, at their expense, conducted. It is at the discretion of the State if a third appraisal is warranted. The average of these appraisals shall be used in determining the value of the structure.
- e) **LEAD-BASED PAINT AND ASBESTOS:** Inspections shall be conducted on the structure for signs of lead-based paint and asbestos. Should any of these be discovered in the work area, the necessary abatement(s) shall be performed during the demolition process. An inspection report or letter from a qualified person providing documentation for the necessary abatement(s) shall be submitted to NCEM.
- f) **FINAL OFFER AND SETTLEMENT:** Once the appraisal(s) are complete, settlement between all necessary parties shall take place in order to purchase the property.
- g) **TITLE TRANSFER:** The Prime Contractor facilitates the transfer of the property title to the subgrantee, typically the city or county. The deed shall be restricted in perpetuity to open space uses to restore and/or conserve the natural floodplain functions.

The Prime Contractor shall endeavor to coordinate all pre-settlement site visits between various subcontractor(s) as to lessen timeframes and inconvenience for the homeowner. The Prime Contractor shall also maintain photo evidence, interior and exterior, of the structure's condition until the settlement occurs.

5.3 DEMOLITION PROCESS

Each demolition shall consist of several marked steps to be approved by the local authority having jurisdiction in order to initiate, execute, and closeout each project. These steps may require multiple site visits by various professionals along with meetings between the Prime Contractor, State, subgrantee representative and/or homeowner. The Prime Contractor(s) and/or licensed professional shall schedule or provide services that include, but are not limited to, the following:

- a) **PRE-DEMOLITION CONFERENCE**: A meeting between NCEM and the Prime Contractor to discuss the initial project schedule and Scope of Work after the award of the Contract.
- b) **PRE-DEMOLITION EVALUATION**: The Prime Contractor and construction manager shall perform an initial assessment of the structure to determine the required course of action during the demolition process. Should lead-based paint and asbestos be discovered during the acquisition process, additional precautions shall be taken to ensure these items are disposed of or recycled at an approved facility, following environmental regulations. The Prime Contractor shall provide NCEM with an affidavit stating that any lead-based paint or asbestos containing materials have been disposed of at an approved facility.
- c) **PERMITS**: The Prime Contractor shall obtain all required permits with the local authority having jurisdiction prior to beginning demolition. A copy of any permits shall be provided to NCEM as well as clearly displayed on site.
- d) **MOBILIZATION**: Prime Contractor to complete preparatory work and operations necessary to facilitate the movement of personnel, equipment, supplies and incidentals to the project site.
- e) **PREPARATORY SITEWORK**: All preparatory sitework necessary to ready the site for demolition (e.g., access, grading, excavating, etc.). The Prime Contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations. Additionally, the Prime Contractor is responsible for the entire site and shall provide all the necessary protections as required by laws or ordinances governing such conditions.
- f) **DEACTIVATION AND DISCONNECTING UTILITIES**: All exterior utilities shall be deactivated and disconnected prior to the demolition process.
- g) **DEMOLITION**: The systematic dismantling, razing, destroying and/or wrecking of the structure.
- h) **REMOVAL OF UNDERGROUND IMPROVEMENTS AND SECONDARY STRUCTURES**: All underground storage tanks, septic tanks, wells, etc., shall be removed or filled/capped per Local, State, and Federal regulations. Additionally, any secondary structures (e.g., sheds, garages, etc.) shall be removed.
- i) **REMOVAL OF UTILITIES**: All underground utilities shall be capped and excess remains shall be removed from the site and disposed of or recycled at an approved facility, following environmental regulations.
- j) **DEBRIS REMOVAL**: All debris generated by the demolition process shall be removed from the site and disposed of or recycled at an approved facility, following environmental regulations.
- k) **LAND RESTORATION**: All grading, sitework, and seeding done to return the site to open “green” space. Any additional provisions for conversion of the property shall be included in subsequent RFB’s Scope of Work.
- l) **POST-DEMOLITION EVALUATION**: The Prime Contractor and representative(s) from the State shall complete a post-demolition evaluation at each site prior to demobilization. The primary focus of this inspection is to assess the post-demolition condition of the site and compliance with the Scope of Work, all construction service documents, FEMA standards, and Local and State codes. If it is found that the site does not meet expected conditions or comply with FEMA standards, or Local and State codes, the Prime Contractor is responsible for making the additional changes or completing the necessary work to bring the site into compliance. It is at the discretion of the State to determine what work is reimbursable should the construction services fall outside the Scope of Work at any point.
- m) **DEMOBILIZATION**: Prime Contractor to complete post-work and operations necessary to facilitate the removal of personnel, equipment, supplies and incidentals from the project site.

The Prime Contractor shall also maintain photo evidence, interior and exterior, of the structure’s condition until the demolition occurs. Final site condition photos shall be provided to the State prior to demobilization. At any point during the demolition process, if the Scope of Work changes, a Change Order shall be submitted and reviewed by the State prior to continuing work.

If applicable, the EOR shall be notified immediately if any unforeseen site conditions are encountered once demolition has begun. Additionally, any modified design requests due to site conditions shall be submitted to the EOR for review and approval prior to deviating from any sealed demolition documents. All letters and revisions shall be provided to the State within 7 days of issuance and copies shall be available on site for the jurisdictional officials.

5.4 PROJECTS/DELIVERABLES

PROJECTS: Prime Contractor(s) will be provided the list of projects (i.e., the home addresses and supplemental property details) to be included within the RFB document.

DELIVERABLES: Prime Contractor(s) shall be required to provide representative(s) of NCEM with weekly informal updates, in writing, for each project site along with formal monthly Progress Management Reports submitted by the 10th of each month (see Section 7.4 REPORTING REQUIREMENTS).

In addition to project updates, the Prime Contractor shall submit the following items, as required, to NCEM during the course of each project:

- a) **ACQUISITIONS:**
 - HUD 1
 - Deed
 - Uniform Relocation Act (URA)
 - Appraisal(s)
 - AW-501 Transmittal
 - AW-501
 - Photos: Before, during and after settlement
 - Withdrawal Letter
 - Invoices
 - Proof of Payment
- b) **DEMOLITIONS:**
 - Permitted Demolition Drawings
 - Inspection Reports
 - Photos: Before, during and after demolition
 - Debris Removal Affidavit
 - Invoices
 - Proof of Payment

5.5 ADDITIONAL REQUIREMENTS

In addition to the requirements stated elsewhere, the following requirements may apply:

- a) Provide professional labor, equipment, and materials adequate to perform the work in accordance with the Scope of Work issued for each eligible applicant's residential structure while ensuring that all applicable housing standards and codes are met;
- b) Comply with all applicable Local, State, and Federal laws, regulations, and guidelines;
- c) Provide documentation and tracking of construction services progress;
- d) Meet NCEM's time frames for work completion requirements from the Notice of Proceed and/or permitting, whichever is later, environmental abatements that may impact the Prime Contractor's schedule;
- e) Meet all Federal, State, and Local requirements for the transport and disposal of municipal solid, industrial, hazardous, and other wastes from demolished structures;

By executing subsequent RFBs, the Prime Contractor(s) agrees that it demonstrates compliance with, including but not limited to, the following:

- All applicable International and North Carolina State Building codes
- FEMA Hazard Mitigation Assistance Program and Policy Guide V.2 (July 2024) and any subsequent updates
- FEMA Procurement Disaster Assistance Team (PDAT) Field Manual
- Title 2 U.S. Code of Federal Regulations, Part 200
- Title 44 U.S. Code of Federal Regulations, Part 206
- 41 C.F.R. Part 60-1.4 Equal Opportunity Clause
- 29 C.F.R. §5.5(b) Contract Work Hours and Safety Standards Act
- Clean Air Act and Federal Water Pollution Control Act
- 2 C.F.R. part 180 and 2 C.F.R. Part 3000 Suspension and Debarment Compliance
- 31 U.S.C. §1352 and 44 C.F.R. Part 18 Byrd Anti-Lobbying Amendment (as amended)
- Section 6002 Solid Waste Disposal Act
- 31 U.S.C. Chapter 38 Program Fraud and False or Fraudulent Statements or Related Acts Emergency Relief Manual (Federal-Aid Highways) (May 2013)
- 29 C.F.R. 1910 and 1926 OSHA Regulations and Standards
- ATC-45 Field Manual: Safety Evaluation of Buildings After Windstorms and Floods
- FEMA and Federal Requirements for Access to Records
- FEMA publications and standards
- Prohibition on Use of Department of Homeland Security Seal, Logo, and Flags
- Compliance with Federal Law, Regulations and Executive Orders for FEMA Financial Assistance
- Other applicable Federal, State, and Local laws, rules, regulations, policy or guidance.

6.0 SCOPE OF PREQUALIFICATION

In light of the extensive damage caused by disasters in North Carolina, the State seeks to prequalify multiple Prime Contractors. There is no limit on the number of Prime Contractors to be prequalified. Pursuant to FEMA rules, the State Agency's prequalification will be open, in that, it will accept application on an on-going basis to allow additional Prime Contractors the opportunity to become prequalified.

The State shall review the applications to this RFPQ to confirm that they meet the specifications and requirements. The State reserves the right to waive any minor informality or technicality in any application.

The State may request additional formal responses or submissions from any or all Prime Contractors for the purpose of clarification or to amplify the materials presented in any part of the Application. Prime Contractors are cautioned; however, the State is not required to request clarification, and often does not. Therefore, all Applications should be complete.

6.1 PREQUALIFICATION TERMS

Regardless of the respective Prime Contractor's prequalification date, the RFPQ shall have an initial term of three (3) years, beginning on the date of the first prequalified Prime Contractor list is compiled (the "Effective Date"). Prime Contractor(s) must reapply for prequalification prior to the end of each three (3) year term in order to maintain their status as a qualified Prime Contractor. It is the responsibility of the Prime Contractor to maintain this status and monitor the expiration date of their prequalification. If a Prime Contractor's prequalification has lapsed, they will not receive any subsequent RFBs until they have reapplied and prequalified through a future RFPQ opening.

6.2 PREQUALIFICATION ONGOING PERFORMANCE EVALUATION/RECISSION

If qualification is ultimately granted after evaluation, the Prime Contractor's performance will be continuously monitored throughout the life of the qualification. If subsequent RFBs are awarded, the Prime Contractor's overall work performance on each assigned or awarded HMGP project/Contract shall be fairly evaluated in accordance

with the terms of that particular RFB and policy and procedures for determining continued prequalification for future work in the HMGP. The NCEM Project Manager and NCEM will evaluate Prime Contractor's performance. If Vendor demonstrates issues with performance, it may affect the Vendors ability to receive/be awarded subsequent RFBs until the issues are resolved.

If ongoing performance issues are not resolved, prequalification may be rescinded due to poor performance, material breaches of contract, substantiated non-payments to subcontractors/valid payment bond claims, substantiated complaints from homeowners that are serious (e.g., violations of policies concerning alcohol, illegal drugs, possession of firearms, disrespectful behavior, theft of personal property, construction service damages to real property), False Claim Act violations, and misrepresentation of experience and/or references, violations of permits, illegal disposal of hazardous materials, any major OSHA or several minor OSHA violations, significant injuries to any person during construction services caused by failure to follow required safety practices, and/or negative Prime Contractor evaluations.

NCEM reserves the right to rescind prequalification of any Prime Contractor which has not submitted a response to an RFB within any six (6) month period. If NCEM rescinds a Prime Contractor's prequalification status, NCEM will notify the Prime Contractor via email to the main contact provided by the Prime Contractor.

6.3 NO GUARANTEE OF VOLUME OR USAGE

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

6.4 SCOPE OF WORK AUTHORIZATION AND COMPENSATION

During the term of any Contract awarded under subsequent RFBs to this RFPQ, NCEM may request Prime Contractor(s) to perform certain projects as described above, subject to specific work authorization in the form of a General Work Order (Work Order). All Work Orders shall be in writing, signed by both the Prime Contractor and NCEM (or its designee), and shall include a Scope of Services, a list of tasks to be performed by Prime Contractor, a time schedule, a list of deliverables, if any, and such other information or special conditions as may be necessary for the work requested.

7.0 PROJECT ADMINISTRATION

7.1 PROJECT ADMINISTRATION AND WORK FORCES

The Prime Contractor shall provide all management, supervision, labor, materials, and equipment necessary for the efficient and effective residential construction services. This shall include, at a minimum, a services manager, an adequate number of workers acting under the direction of the construction services manager, and proper and sufficient equipment and materials to accomplish the functions of the contract. All workers, including contract workers, shall report to and work under the supervision of the Prime Contractor.

7.2 CONSTRUCTION SERVICES MANAGER

The Prime Contractor shall have a Construction Services Manager assigned to the respective project prior to the time of construction services and shall provide NCEM with adequate contact information regarding this person in its initial response to subsequent RFBs. The construction services manager shall be someone with authority to handle all issues which arise throughout the project period. He or she shall be knowledgeable and experienced in handling issues with construction services and/or NCEM, FEMA, and DOT-related issues. Additionally, the Construction Services Manager shall perform, at a minimum, each of the following duties:

- a) Contact designated personnel from NCEM immediately upon receipt of the Notice to Proceed (executed RFB) to discuss the scope of services expected;
- b) Remain within the project region during all work hours throughout the length of the project;
- c) Schedule and coordinate daily activities and provide planning for operations pertinent to the construction services;

- d) Attend and participate in meetings (virtual) with designated NCEM personnel as determined necessary;
- e) Oversee and supervise all construction services throughout the project;
- f) Regularly communicate with Prime Contractor and NCEM keeping them apprised of activities;
- g) Provide input to NCEM to improve efficiency of the Hazard Mitigation Assistance Program; and
- h) Identify, address, and troubleshoot potential problems and questions that could impact all elements of the construction services process, including but not limited to work area safety and the eligibility of reimbursement.

7.3 SAFETY OFFICER

The Prime Contractor shall have a safety officer assigned to each project to ensure work site conditions and equipment are safe and operable, and that all workers are performing all activities in a safe manner. The safety officer may be the Prime Contractor's construction services manager, but he or she shall be properly trained in all applicable safety requirements and be able to dedicate the appropriate time to issues of safety as deemed necessary to ensure safe work conditions and practices in all work areas. The safety officer shall be available in person at any time during the project.

7.4 REPORTING REQUIREMENTS

The Prime Contractor shall be required to provide representative(s) of NCEM with weekly informal updates, in writing, for each project site along with formal monthly progress reports submitted by the 10th of each month. The Prime Contractor shall provide Progress Management Reports to the designated Project Manager. This report shall include, at a minimum, information concerning deliverables and work accomplished during the reporting period; deliverables and 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 Prime Contractor shall submit these reports electronically using Microsoft Excel and as needed, either Microsoft PowerPoint or Microsoft Word. The Prime Contractor shall submit the reports in a timely manner and on a regular schedule.

Within fourteen (14) business days of the award of the Contract, the Prime Contractor shall submit a final work plan and a sample report to the designated Project Manager for approval.

ATTACHMENTS TO THIS RFPQ BEGIN ON THE NEXT PAGE.

ATTACHMENT A: LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with N.C.G.S. §143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside the United States in the performance of the Contract. Vendor shall complete items a) and b) below.

- 1. Will any work under this Contract be performed outside the United States?** ☐ YES ☐ NO

If "YES":

- a) List the location(s) outside of the United States where work under the Contract will be performed by the Vendor, any subcontractors, employees, or any other persons performing work under the Contract.

- b) Specify the manner in which the resources or workers will be utilized:

- 2. Where, within the U.S., will work be performed?**

NOTES:

- 1) The State will evaluate the additional risks, costs, and other factors associated with the utilization of workers outside the United States prior to making an award.
- 2) Vendor shall provide notice, in writing to the State, of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under the Contract to a location outside the United States.
- 3) All Vendor or subcontractor personnel providing call or contact center services to the State of North Carolina under the Contract shall disclose to inbound callers the location from which the call or contact center services are being provided.

ATTACHMENT B: PREQUALIFICATION QUESTIONNAIRE

This form gathers information about the Prime Contractor(s) seeking to qualify for the work and provides a general format for the prequalification criteria. Completing this questionnaire does not guarantee prequalification. Evaluation of the submittal shall be performed by the prequalification committee.

CHECK ONE OR MORE TASKS TO WHICH YOUR COMPANY IS APPLYING:

☐ ACQUISITION ☐ DEMOLITION

ORGANIZATION

1. a. Primary/Main office location (from where the project will be managed)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____) (_____)

Phone number

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

[Matrix: Pass/fail. If information provided, then continue with evaluation. If not, disqualify.]

1.b. Business Type (check box)

☐ Corporation ☐ Partnership ☐ Limited Liability Company ☐ Sole Proprietor ☐ Joint Venture

Indicate your NC Statewide Uniform Certification (check box)

☐ MBE ☐ HBE ☐ AABE ☐ AIBE ☐ WBE ☐ SDB ☐ DBE

See NC HUB website for information: <http://www.doa.nc.gov/hub/swuc.htm>

☐ Other (specify): _____ Certifying Agency/State (specify)

Is your firm registered with the State of North Carolina to do business? ☐ YES ☐ NO

See Secretary of State website to confirm registered and in “Active – Current” status:

[https://www.sosnc.gov/online_services/search/by_title/ Business Registration](https://www.sosnc.gov/online_services/search/by_title/Business%20Registration)

Is your firm owned or controlled by a parent or any other organization? ☐ YES ☐ NO

If “YES”, describe Ownership:

List all other names your firm has operated as for the past five (5) years:

[Matrix: Pass/fail. If information provided, then continue with evaluation. If not, disqualify.]

LICENSING INFORMATION

1.c. Provide all applicable licenses required for you to perform your services in North Carolina. A General Contractor license is required for all demolition services and an accredited asbestos inspector is required for all acquisition services. When subcontracting services, list the subcontractor's information.

LICENSE	NC LICENSE NUMBER / NAME OF LICENSEE	COMPANY NAME (IF SUBCONTRACTED)	STATE/COUNTY/CITY PRIVILEGE LICENSE
General Contractor			
Asbestos Inspector			
Asbestos Abatement			
Lead-based Paint Abatement			
Mold Abatement			

Provide a copy of all licenses listed. Attach a sheet if additional space is needed to list licenses.

Has any license ever been denied or revoked? ☐ YES ☐ NO

If "YES", describe:

Scoring Matrix:

Pass/Fail. If GC license provided for those qualifying for demolition service, then continue with evaluation. If not, disqualify.

1.d. Type of Work Performed on a regular basis

Primary Scope of Work:

Secondary Scope of Work:

Other Scope of Work:

What type of work do yourself perform?

[Matrix: Pass/fail. If information provided, then continue with evaluation. If not, disqualify.]

BONDING

- 1.e.** Attach letter, dated within the last 30 days, from your surety company, signed by their Attorney in Fact, verifying their willingness to issue sufficient payment and performance bonds for this project, on behalf of your firm and the dollar limits of that bond commitment, both single and aggregate. Surety company bond rating shall be rated "A" or better under the A.M. Best Rating system or The Federal Treasury List.

Have you attached a surety letter? ☐ YES ☐ NO

Scoring Matrix:

PASS/FAIL. If evidence of bonding capacity is not provided, disqualified.

- 1.f. Have any Funds been expended by a Surety Company on your firm's behalf?** ☐ YES ☐ NO

If "YES", explain:

Scoring Matrix:

0-3 points. If no funds expended by Surety Company, give 3 points. If funds expended with reasonable explanation, give 1 point. If funds expended without an explanation, disqualified.

INSURANCE

- 1.g.** The minimum requirements of coverage listed below. Prime Contractors must indicate that they can provide evidence of insurance coverage, should they be the successful bidder by attaching a copy of their insurance certificate.

Have you attached a copy of your insurance certificate? ☐ YES ☐ NO

- **Worker's Compensation:** Prime Contractor shall provide and maintain Worker's Compensation, as required by the laws of North Carolina, as well as employer's liability coverage with Insurance minimum limits of **\$500,000**, covering all of Prime Contractor's employees who are engaged in any work under any contract awarded pursuant to this RFPQ.
- **Commercial General Liability:** Prime Contractor shall maintain General Liability Coverage on a Comprehensive Broad Form on a cost occurrence basis in the minimum amount of **\$5,000,000**, Combined Single Limit. (Defense cost shall be excess of the limit of liability.)
- **Automobile:** Prime Contractor shall maintain automobile liability insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with any contract awarded pursuant to this RFPQ. The minimum combined single limit shall be **\$500,000** bodily injury and property damage; \$500,000 uninsured/under insured motorist; and **\$5,000** medical payment.
- **Property Insurance** (Builder's Risk/Installation Floater): Prime Contractor shall purchase and maintain property insurance until final acceptance, upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of Owner, Prime Contractor, the subcontractors, and the sub-subcontractors in the work and shall insure against the perils of fire, wind, rain, flood, extended coverage, and vandalism and malicious mischief. If Owner is damaged by failure of Prime

Contractor to purchase or maintain such insurance, then Prime Contractor shall bear all reasonable costs properly attributable thereto; Prime Contractor shall affect and maintain similar property insurance on portions of the work stored off the site when request for payment per articles so includes such portions.

- **Deductible:** Any deductible, if applicable to loss covered by insurance provided, is to be borne by the Prime Contractor.

[Matrix: Pass/fail. If information provided, then continue with evaluation. If not, disqualify.]

FINANCIALS

- 1.h.** Attach latest balance sheet and income statement, if available, based on company type. Audited statements preferred. If not available, attach a copy of the latest annual renewal submission to the relevant licensing board. (Company must submit financial data and must clearly indicate “confidential” on the document to avoid this item from becoming part of a public record.) Have you attached a balance sheet? ☐ Yes ☐ No

[Matrix: Pass/fail. If information provided, then continue with evaluation. If not, disqualify.]

SECTION 2: GENERAL REQUIREMENTS

EXPERIENCE – SIZE/CAPACITY/WORKLOAD

- 2.a.** It is required to list the annual dollar value of construction work the company has performed for at least the last two (2) calendar years.

\$ _____ (Year 1)	\$ _____ (Year 2)	\$ _____ (Year 3)
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Scoring Matrix:

3 points. 1 point for completing each calendar year provided.

2.b. List three (3) current or completed projects of similar type which most closely reflect the size and complexity of the type of work being requested for the currently proposed project within the last 10 years.

#1 –Similar - Project Name	
Description of Work Performed	
Location of Project	
Contract Delivery Method (CM/GC)?	
Owner Name/ Representative	
Owner Address/Phone #/Email	
Architect Name/Representative	
Architect Address/Phone #/Email	
GC or CM Name/Representative	
GC or CM Address/Phone #/Email	
Contract Dollar Value and HUB Participation %	
Percentage Complete	
Original Contract Completion Date	
Actual or Anticipated Completion Date (explain if different from original date)	
If complete, provide “Contractor Evaluation Rating” (if applicable)	
Project team: Project Executive, Project Manager, Superintendent	
University project? Campus occupied? Building occupied?	
Total value of change orders?	
#2 –Similar - Project Name	
Description of Work Performed	
Location of Project	
Contract Delivery Method (CM/GC)?	
Owner Name/ Representative	
Owner Address/Phone #/Email	
Architect Name/Representative	

Architect Address/Phone #/Email	
GC or CM Name/Representative	
GC or CM Address/Phone #/Email	
Contract Dollar Value and HUB Participation %	
Percentage Complete	
Original Contract Completion Date	
Actual or Anticipated Completion Date (explain if different from original date)	
If complete, provide "Contractor Evaluation Rating" (if applicable)	
Project team: Project Executive, Project Manager, Superintendent	
University project? Campus occupied? Building occupied?	
Total value of change orders?	
#3 –Similar - Project Name	
Description of Work Performed	
Location of Project	
Contract Delivery Method (CM/GC)?	
Owner Name/ Representative	
Owner Address/Phone #/Email	
Architect Name/Representative	
Architect Address/Phone #/Email	
GC or CM Name/Representative	
GC or CM Address/Phone #/Email	
Contract Dollar Value and HUB Participation %	
Percentage Complete	
Original Contract Completion Date	
Actual or Anticipated Completion Date (explain if different from original date)	

If complete, provide "Contractor Evaluation Rating" (if applicable)	
Project team: Project Executive, Project Manager, Superintendent	
University project? Campus occupied? Building occupied?	
Total value of change orders?	

[Matrix: 0-18 points. For each similar project listed above, give 2 points ONLY if the project is similar in scope and size. In addition, for each project above, give 2 points for each positive reference from the owner and architect/designer. In addition, give 2 points for each successful project defined by timely completion and satisfactory job performance.]

OFFICE LOCATIONS

- 2.c.** Will this project be managed and directed from an "office" in North Carolina? An "office" in North Carolina is defined as "The principal place from which the trade or business of the bidder is directed or managed," per N.C.G.S. §143-59(c). For purposes of this Prequalification, a satellite office is not considered the principal place of business.

Will projects be managed and directed from an "office" in North Carolina? ☐ YES ☐ NO

Scoring Matrix:

0-4 points. If office location is managed and directed from NC office, give 4 points. If not, give 0 points.

LITIGATION/CLAIMS

- 2.d.** Are there currently any judgements, claims, arbitration or mediation proceedings or suits pending or outstanding against your company, its officers, owners, or agents? ☐ YES ☐ NO

If "YES", state the project name(s), year(s), case number and reason why:

Scoring Matrix:

1-2 points. If there are no current judgements, claims, arbitrations, suits or mediation pending, give 2 points. If there is with an explanation, give 1 point. If there is, with no explanation, disqualified.

- 2.e.** Has your company ever failed to complete work awarded to it? ☐ YES ☐ NO

If "YES", provide project name(s), year(s), and reason why:

Scoring Matrix:

0-3 points. If company has never failed to complete work it has been awarded, give 3 points. If the company has failed to complete work, give 0 points.

2.f. Have you ever paid liquidated damages on any project? ☐ YES ☐ NO

If "YES", state the project name(s), year(s), and reason why:

Scoring Matrix:

0-3 points. If "YES" with sufficient explanation, give 1 point. If "YES" without sufficient explanation, give 0 points. If "NO", give 3 points.

2.g. Has your present company, its officers, owners, or agents ever been convicted of charges relating to conflicts of interest, bribery, or bid-rigging? ☐ YES ☐ NO

Scoring Matrix:

3 points. If "NO", 3 points. If "YES", disqualified.

SAFETY RECORD

2.h. List your company's Experience Modification Rate (EMR) for past three years. (Attach OSHA 300 log for the last 2 years).

Have you attached OSHA 300 log? ☐ YES ☐ NO

Present Rate	Last Rate	Year Before Rate

If these rates reflect corporate performance over a number of locations, explain, to the extent possible, the performance experience of the location serving this project:

List any OSHA fines and Jobsite fatalities in the past 3 years with an explanation:

Scoring Matrix:

1 or 5 points. If EMR rate is less than or equal to one (1), give 5 points. If greater than one (1), give 1 point. If EMR rate not provided, disqualified.

HISTORICALLY UNDERUTILIZED BUSINESS PLAN, MINORITY/WOMEN BUSINESS ENTERPRISE, SECTION 3

2.i. Does the company currently have a documented plan for engaging subcontractor participation from Historically Underutilized Businesses (HUB), M/WBE and Section 3? ☐ YES ☐ NO

If "YES", attach your company's HUB plan.

Scoring Matrix:

0 or 2 points. If company has a current documented plan and it is attached, give 2 points. If not attached or "NO", give 0 points.

SECTION 3: ACQUISITION AND DEMOLITION SERVICES SPECIFIC QUALIFICATIONS

CONSTRUCTION/ADMINISTRATIVE SERVICE EXPERIENCE

3.a. Select the construction/administrative service(s) your company has experience with, whether through Prime Contracting or Subcontracting:

☐ Primary Service Type: Acquisition (See Scope of Services, Section 5.0)

Secondary Service Types Within Acquisition:

- ☐ Appraisal
- ☐ Asbestos Inspections
- ☐ Lead-Based Paint Inspections
- ☐ Legal Title and Closing Work

☐ Primary Service Type: Demolition (See Scope of Services, Section 5.0)

Secondary Service Types Within Demolition:

- ☐ Asbestos Remediation
- ☐ Lead-Based Paint Remediation
- ☐ Demolition of Structures
- ☐ Grading and return properties to green space.

***For each Primary Service Type that is checked, Prime Contractors must provide and attach a detailed Statement of Experience. More specifically, the Prime Contractor should detail their experiences through the Secondary Service Types within the broader category.

Scoring Matrix:

0-24 points. If one (1) or more Secondary Service Types is selected, give 1 point for each selected. For a maximum of 8 points. 1 point will be added for each Secondary Service Type selected pending review of the Statement of Experience. No points will be given for the checking of a Primary Service Type alone.

The evaluation committee will then evaluate the Vendors experience for each service type through the submission of a detailed Statement of Experience. For each Statement of Experience, up to two points will be awarded for each Secondary Service Type. If the Vendor checks a Secondary Service Type but does not sufficiently demonstrate experience in that field whether as a Prime Contractor or a Prime Contractor managing a sub-contractor, the Vendor will not be qualified for that particular Secondary Service Type.

If the Prime Contractor does not attach a Statement of Experience for a Secondary Service Type, Vendor will not be qualified for that Secondary Service Type. If no Secondary Service Types are selected under a Primary, such items that will be evaluated including but are not limited to:

1. Experience with each Secondary Service Type, whether through Prime Contracting or sub-contracting.
2. Work on similar projects (Can reference 2.b. List three (3) current or completed projects of similar type which most closely reflect the size and complexity of the type of work being requested for the currently proposed project within the last 10 years).
3. Familiarity with FEMA guidelines and regulations.

3.b. Based on service types selected above, what is the estimated capacity for work (1 = 1 home) for each service type at a given time. If Prime Contractor has selected every service in either Acquisition or Demolition, the Prime Contractor can indicate the number in the Combined Services box for each broad category. Note that indicated capacity, in addition to evaluation of ongoing awarded contracts, may affect subsequent bids the Prime Contractor may receive.

Acquisition (See Scope of Services, Section 5.0)

- ☐ Appraisal ___ 0-20 ___ 21-50 ___ 51-100 ___ 101-200 ___ > 200.
- ☐ Asbestos Inspections ___ 0-20 ___ 21-50 ___ 51-100 ___ 101-200 ___ > 200.
- ☐ Lead-Based Paint Inspections ___ 0-20 ___ 21-50 ___ 51-100 ___ 101-200 ___ > 200.
- ☐ Legal Title and Closing Work ___ 0-20 ___ 21-50 ___ 51-100 ___ 101-200 ___ > 200.
- ☐ Combined Acquisition Services ___ 0-20 ___ 21-50 ___ 51-100 ___ 101-200 ___ > 200.

Demolition (See Scope of Service, Section 5.0)

- ☐ Asbestos Remediation ___ 0-20 ___ 21-50 ___ 51-100 ___ 101-200 ___ > 200.
- ☐ Lead-Based Paint Remediation ___ 0-20 ___ 21-50 ___ 51-100 ___ 101-200 ___ > 200.
- ☐ Demolition of Structures ___ 0-20 ___ 21-50 ___ 51-100 ___ 101-200 ___ > 200.
- ☐ Grading and return properties to green space. ___ 0-20 ___ 21-50 ___ 51-100 ___ 101-200 ___ > 200.
- ☐ Combined Demolition Services ___ 0-20 ___ 21-50 ___ 51-100 ___ 101-200 ___ > 200.

Scoring Matrix:

15 points for providing capacity. If no estimate of capacity is provided, 0 points.

CONSTRUCTION AREA

3.c. Select construction area(s) your company is capable of providing services. If an area is not selected, the company may not receive bids related to that area:

☐ State Wide (All)

By County:

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



Scoring Matrix:

1-5 points. 1 point for each County selected up to 5. If Statewide or more than 5 counties, 5 points maximum.

3.d. The assigned Construction Services Manager for this project shall be: _____. Include a professional resume, including but not limited to education, training, certifications, similar project experience and owner/architect references (name, phone number and email address). Have you included a resume and references?

☐ Yes ☐ No

If the assigned Construction Services Manager cannot be guaranteed for this project, please provide an alternate Construction Services Manager (with resume and references).

[Matrix: 0-5 points. If resume included, give 3 points. If positive reference is received, give 2 points.]

3.e. The experience this Construction Services Manager has on similar types of projects as evidenced by their resume is:

___ 0-2 ___ 3-4 ___ 5-10 ___ >10 years.

[Matrix: 0-5 points. If 0-2 years give 2 pts, 3-4 years give 3 pts, 5-10 years give 4 pts, >10 years give 5 pts.]

ATTACHMENT C: PREQUALIFICATION POLICY

Governing Law (Session Law 2014-42)

N.C.G.S. §143-135.8(b)(2) requires the governmental entity to “adopt an objective prequalification policy applicable to all construction or repair work prior to the advertisement of the contract for which the governmental entity intends to prequalify bidders.” This policy satisfies this requirement for State agencies.

Requirements for Prequalification Criteria Form and Assessment

- a) Uniform, consistent, and transparent in its application to all bidders.
- b) All bidders who meet the prequalification criteria to be prequalified are allowed to bid on the construction or repair work project.
- c) Criteria must be rationally related to construction or repair work.
- d) The bidder is not required to have been previously awarded a construction or repair project by the governmental entity.
- e) Bidders are permitted to submit history or experience with projects of similar size, scope, or complexity.
- f) Assessment process of prequalification is stated in this policy.
- g) A process for a denied bidder to protest is stated below in this policy.
- h) A process for notifying a denied prequalified bidder is stated below in this policy.

Review of Application

- a) **Prequalification Committee:** NCEM shall agree upon the members of the Prequalification Committee. The Prequalification Official shall not be on the Prequalification Committee. The Prequalification Committee will review prequalification applications submitted by the firms and will determine each firm’s prequalification eligibility for the project.
- b) **Review of Application:** The Prequalification Committee shall use the objective assessment process form. The Prequalification Committee shall approve or deny the applications in accordance with the prequalification criteria and scoring system based upon the applicant’s initial response to the NCEM’s solicitation for qualified bidders.
- c) **Notice of Decision:** All firms that submitted applications for prequalification shall be promptly notified of the Prequalification Committee’s decision, including the reason for denial, via email.

Appeals Procedure

- a) The firm may appeal the denial of Prequalification as noted below.
 - **Initial Protest:** A firm denied prequalification may protest the Prequalification Committee’s decision by filing a written appeal via hand-delivery or email to the applicable Prequalification Officer within three (3) business days of emailed notice that the firm has been denied prequalification. The written appeal shall clearly articulate the reasons why the firm is contesting the denial (i.e., explains how the firm satisfied all required criteria for prequalification in the government’s solicitation in their initial response) and attach all documents supporting the firm’s position. The Prequalification Committee may contact the firm regarding the information provided prior to ruling on the protest. The Prequalification Committee should review the written protest within five (5) business days. If the Prequalification Committee is satisfied that the firm should be prequalified, the firm shall be notified that it is prequalified to bid on the project and allowed to participate in the bid process. If the Prequalification Committee upholds its denial, the firm shall be notified in writing via email.
 - **Appeal:** Within three (3) business days of NCEM’s emailed notice of the Prequalification Committee’s written protest decision, the denied prequalified firm may appeal the Prequalification Committee’s decision, in writing, via hand-delivery or email, to the Prequalification Official. The Prequalification Official should review the appeal within five (5) business days. In the event the Prequalification Official is unable to review in a timely manner, he/she may designate a representative that is not a member of the Prequalification Committee to handle the appeal.

- **Decision on Appeal:** The decision of the Prequalification Official or representative on the appeal shall be final, and the firm shall be promptly notified of the decision.
- b) **General Rules for Protests and Appeals:** Firms submitting prequalification applications shall be provided an email address for the communication with NCEM during the protest and appeal process. The firm shall provide at least two email addresses for use by NCEM in communicating with the firm. In the event the Prequalification Official or representative is unable to render a decision on either the initial protest or the appeal prior to the bid date, the firm shall be allowed to submit bids on or be assigned projects subject to a final decision on the protest or appeal. If the firm's bid is not competitive on a project when compared to other prequalified Prime Contractors for the same area where the project is located, then a final decision on the protest or appeal shall be terminated and rendered moot. Bids received from firms who have been ruled disqualified to bid shall not be opened or assigned a project. A firm's failure to comply with any requirements of the protest and appeals procedures of this section shall result in the firm's protest or appeal being terminated.

ATTACHMENT D: CUSTOMER REFERENCE

Instructions: Please use this form to submit three (3) customer references.

Reference #1:

Name of Customer Organization		Customer Reference Name	
		Customer Reference Address	
Contract Start Date		Customer Reference Phone Number	
Contract End Date		Customer Reference Email	
Describe the services provided by your company to the customer.			
Describe any service level agreements your company had in place with this customer, how your company performed against these service level agreements during the term of the contract, and describe any issues that came up during the contract period and how they were resolved.			

Reference #2:

Name of Customer Organization		Customer Reference Name	
		Customer Reference Address	
Contract Start Date		Customer Reference Phone Number	
Contract End Date		Customer Reference Email	
Describe the services provided by your company to the customer.			
Describe any service level agreements your company had in place with this customer, how your company performed against these service level agreements during the term of the contract, and describe any issues that came up during the contract period and how they were resolved.			

Reference #3:

Name of Customer Organization		Customer Reference Name	
		Customer Reference Address	
Contract Start Date		Customer Reference Phone Number	
Contract End Date		Customer Reference Email	
Describe the services provided by your company to the customer.			
Describe any service level agreements your company had in place with this customer, how your company performed against these service level agreements during the term of the contract, and describe any issues that came up during the contract period and how they were resolved.			

ATTACHMENT E: HUB SUPPLEMENTAL INFORMATION

Historically Underutilized Businesses (HUBs) consist of minority, women, and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) from one of these 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, the disabled, disabled business enterprises, and non-profit work centers for the blind and severely disabled. This includes utilizing individual(s) from these categories as subcontractors to perform the functions required in this Solicitation.

The Vendor shall respond to questions below, as applicable.

PART I: HUB CERTIFICATION

Is Vendor a NC-certified HUB entity? ☐ YES ☐ NO

If **yes**, provide Vendor #: _____

If **no**, does Vendor qualify for certification as HUB? ☐ YES ☐ NO

Vendors that check “yes” will be referred to the HUB Office for assistance in acquiring certification.

PART II: PROCUREMENT OF GOODS - SUPPLIERS

For *Goods* procurements, are you using Tier 2 suppliers? ☐ YES ☐ NO

If **yes**, then provide the following information:

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB certified?	Percent of total bid price

PART III: PROCUREMENT OF SERVICES - SUBCONTRACTORS

For *Services* procurements, are you using Subcontractors to perform any of the services being procured under this solicitation? ☐ YES ☐ NO

If *yes*, then provide the following information. If the Subcontractors are not yet known, Subcontractor information will be asked for again in subsequent RFBs :

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB certified?	Percent of total bid price

Need more information?

Questions concerning the completion of this form should be presented during the Q&A period through the process defined in the Solicitation document.

Questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at 984-236-0130 or huboffice.doa@doa.nc.gov

ATTACHMENT F: 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 issues 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 judgement. 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 G: REQUIRED ELEMENTS FOR UTILIZATION OF FEDERAL FUNDS

To the extent applicable, the following are the requirements that Vendor must agree to be awarded any contract under this solicitation. If Vendor is unwilling to meet any of these requirements, Vendor's submittal shall not be considered.

1. **No Governmental Non-Competes.** Vendor shall not impose or enforce any non-competition agreement upon the employees included in Vendor's bid that would prevent those employees from accepting any offer of employment from the State of North Carolina outside the first Term of the Contract. By executing this RFP, the Vendor affirms this condition, as directed in the Vendor Experience Section 4.4 of this RFP. This affirmation is a material condition for the State's award of any work under this RFP.
2. **Program Monitoring.** Vendor agrees to assist and cooperate with the Federal grantor agency and NCEM or their duly designated representatives in the monitoring of the projects to which this contract relates, and to provide in form and manner approved by NCEM such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
3. **Remedies.** Remedies for performance and default are governed under Sections 1 and 2 and related sections of the N.C. General Terms & Conditions included in this solicitation and Section 4 of the FEMA Rules and Regulations below.
4. **Termination for Cause.** In addition to Section 2 of the N.C. General Terms & Conditions included in this solicitation, if through any cause, Vendor shall fail to fulfill in a timely or proper manner any obligation under this Contract, or if Vendor shall violate any of the covenants, agreements, or stipulations of The Contract, NCEM shall thereupon have the right to terminate this Contract by giving written notice to Vendor of such termination and specifying the effective date of such termination. Unless a shorter time is determined by NCEM to be necessary, NCEM shall affect termination according to the following procedure:
 - a) Notice to Cure. NCEM shall give written notice of the conditions of default, setting for the ground or grounds upon which such default is declared ("Notice to Cure"). The Vendor shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default.
 - b) Notice of Termination. If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, NCEM may terminate the Contract, in whole or in part. NCEM shall give the Vendor written notice of such termination ("Notice of Termination"), specifying the applicable provision(s) under which the Contract is terminated and the effective date of the termination.
 - c) In such event, all finished or unfinished documents, data, studies, and reports prepared by Vendor entitle Vendor's receipt of just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, Vendor shall not be relieved of liability to NCEM for damage sustained to NCEM by virtue of any breach of this Contract by Vendor. NCEM may withhold any payments to Vendor for the purpose of set off until such time as the total damages due NCEM from Vendor is determined.
5. **Termination for Convenience.** Termination of the Contract for convenience shall be governed by Section 2 of the N.C. General Terms & Conditions included in this solicitation.
6. **Equal Employment Opportunity.** During the performance of this Contract, the contractor agrees as follows:
 - a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, or national origin. Such action shall include, but are not 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.

- b) 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d) The contractor will send 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.
- e) The contractor will comply with all provision of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f) 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 shall permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, 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 may be imposed and remedies invoked as provided in Executive Order 11246 of September 25, 1965, or by rule, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
- h) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The 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 because of such direction by the administering agency, the Vendor may request the United States to enter such litigation to protect the interests of the United States.

The Applicant further agrees that is shall be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is

not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Applicant agrees that it shall assist the cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Vendors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that is shall furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it shall otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Applicant further agrees that is shall refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Vendors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the cause to the Department of Justice for appropriate legal proceedings.

7. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Compliance with the Contract Work Hours and Safety Standards Act.

- a) *Overtime requirements.* No 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.
- b) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 C.F.R. § 5.5(b)(1) the contractor and any subcontractor responsible therefore 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 29 C.F.R. § 5.5(b)(1), in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 C.F.R. § 5.5(b)(1).
- c) *Withholding for unpaid wages and liquidated damages.*
 - a. *Withholding Process.* NCEM may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Vendor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the Vendor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or

assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

- b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
 - i. A contractor's sureties, including without limitation performance bond sureties and payment bond sureties;
 - ii. A contracting agency for its re-procurement costs;
 - iii. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - iv. A contractor's assignee(s);
 - v. A contractor's successor(s); or
 - vi. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
- d) *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate
- e) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
 - a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
 - b. Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
 - c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
 - d. Informing any other person about their rights under CWHSSA or this part."

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

(1) The contractor or subcontractor must maintain regular payrolls and other basic records during the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours worked; deductions made; and actual wages paid.

(2) Records to be maintained under this provision must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

8. Clean Air Act and The Federal Water Pollution Control Act.

Clean Air Act

- a) The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b) The Vendor agrees to report each violation to NCEM and understands and agrees that NCEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c) The Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- a) The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- b) The Vendor agrees to report each violation to NCEM and understands and agrees that NCEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c) The Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. Debarment and Suspension.

- a) This contract is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b) The Vendor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
- c) The certification is a material representation of the fact relied upon by NCEM. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to NCEM, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d) The Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

Vendors that apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. If applicable, Vendors must sign and submit to NCEM the certification regarding lobbying.

11. Procurement of Recovered Materials.

- a) In the performance of this contract, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule, meeting contract performance requirements, or at a reasonable price

- b) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website
<http://www.epa.gov/smm/comprehensive-procurement-guideline-cpq-program>.
- c) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

- a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- b) *Prohibitions.*
 - 1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - 2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- c) *Exceptions.*
 - 1) This clause does not prohibit contractors from providing—
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - 2) By necessary implication and regulation, the prohibitions also do not apply to;
 - i. Covered telecommunications equipment or services that:
 - a. Are not used as a substantial or essential component of any system; and
 - b. Are not used as critical technology of any system
 - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- d) *Reporting Requirement.*
 - 1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in

paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- 2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services

- e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

13. **Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. **Build American, Buy American Act (BABAA).** Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to (insert name of recipient/subrecipient) with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to FEMA. Note that even if the project does not involve construction and only requires project scoping, this requirement must be kept in mind for those programs that are required to be compliant with BABAA including but not limited to BRIC and FMA projects.

15. **Access to Records.** In addition to Section 13 of the N.C. General Terms & Conditions included in this solicitation, the following access to records requirements apply to this contract:

- a) The Vendor agrees to provide NCEM, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c) The Vendor agrees to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

- d) In compliance with the Disaster Recovery Act of 2018, NCEM and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator of the Comptroller General of the United States.
16. **Modifications to Contract.** Modifications to the Contract are governed by Section 24 of the N.C. General Terms & Conditions included in this solicitation.
 17. **DHS, Seal, Logo, and Flags.** In addition to the prohibitions in Section 28 of the N.C. General Terms & Conditions included in this solicitation, the Vendor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
 18. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
 19. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from the contract.
 20. **Program Fraud and False or Fraudulent Statements or Related Acts.** Vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.
 21. **Socioeconomic Contracting.** The Vendor is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)- (5) to ensure small businesses, minority businesses, women’s business enterprises, veteran owned businesses, and labor surplus area firms are considered when possible.”
 22. **Build America, Buy America Act (BABAA) for Architectural and/or Engineering Contracts.** Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117- 58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.
 23. **Providing Good, Safe Jobs to Workers.** Pursuant to FEMA Information Bulletin No. 520, the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable
 24. **Records Retention.** All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation, or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.
 25. **Energy Efficiency.** All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).
 26. **DHS Standard Terms and Conditions.** In addition to the FEMA Rules and Regulations above, DHS Standard Terms and Conditions apply to the agreement as pertinent to the program as FEMA is a subdivision of DHS. The applicable DHS Standard Terms and Conditions for grants, cooperative agreements, fixed amount awards, and other types of federal financial assistance are based on the fiscal year in which the financial assistance award was funded. For access to the conditions, please see <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.
 27. **Debarment, Suspension, and Ineligibility (2 C.F.R. 200, Appendix II(I)).** Contractor represents and warrants that it and its Subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 2 C.F.R. 180 and 24 C.F.R. 24.1 (government debarment and suspension regulations).

28. **Subcontracts.** Contractor shall not enter any subcontract with any Subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of North Carolina.
Contractor shall be as fully responsible to NCEM for the acts and omissions of Contractor's Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by Contractor Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractor to Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and to give Contractor the same power regarding terminating any subcontract that NCEM may exercise over Contractor under any provision of the Contract Documents Nothing contained in this contract shall create any contractual relationship between any Subcontractor and NCEM.
29. **Assignability.** Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of NCEM, excepting claims for money due or to become due Contractor from NCEM under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to NCEM.
30. **Termination for Unavailable Funding.** The continuation of this Contract is contingent upon the appropriation and release of sufficient funds to NCEM to fulfill the requirements of this Contract. Failure of the appropriate authorities to approve and provide an adequate budget to NCEM for fulfillment of the Contract terms shall constitute reason for termination of the Contract by either Party. Contractor shall be paid for all authorized services properly performed prior to termination.
31. **Iran Divestment Act Certification.** Contractor certifies that, as of the date listed above, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
32. **Federal Funding Accountability and Transparency Act (FFATA).** The Contractor shall comply with the requirements of 2 C.F.R. part 25 Universal Identifier and System for Award Management (SAM). The grantee must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The grantee must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.
33. **Client Data and Other Sensitive Information.** The Contractor must comply with 2 C.F.R. §200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information NCEM designates as sensitive or consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.
34. **Funding Contingency.** The awarded Contract may be suspended and/or terminated without liability to the State if any grant is suspended or terminated, and unless and until the State receives funds in an amount that is deemed sufficient to enable it to fund the Contract awarded, the State is under no obligation to make any payments to the Vendor.
35. **Personnel.** Vendor represents that it has, or will secure at its own expense, all personnel required in performing the work under this Contract. Such personnel shall not be employees of or have any contractual relationship with State. All the work required hereunder will be performed by Vendor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and State law to perform such work. No person who is serving a sentence in penal or correctional institution shall be employed to work under this Contract.

ATTACHMENT H: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Vendor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. §38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Vendor's Authorized Official

Name and Title of Vendor's Authorized Official

Date